

Dear Members

### **Cabinet**

A meeting of the Cabinet will be held on **Thursday 24 July 2025** at **6.30pm** in the **Craddock Room, Civic Centre, Riverside, Stafford** to deal with the business as set out on the agenda.

Please note that this meeting will be recorded.

Members are reminded that contact officers are shown at the top of each report and members are welcome to raise questions etc in advance of the meeting with the appropriate officer.



Head of Law and Governance

## **CABINET - 24 JULY 2025**

**Chair - Councillor A T A Godfrey**

### **AGENDA**

- 1 Minutes of 7 July 2025 as circulated and published on 11 July 2025
- 2 Apologies
- 3 Councillors' Question Time (if any)
- 4 Proposals of the Cabinet Members (as follows):-

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**(a) ENVIRONMENT PORTFOLIO**

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| (i) | Joint Tree Management Proposals: Tree Management System and Tree Re-Inspections | 3 - 11 |
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**(b) CLIMATE CHANGE AND NATURE RECOVERY PORTFOLIO**

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**(c) LEISURE PORTFOLIO**

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**(d) ECONOMIC DEVELOPMENT AND PLANNING PORTFOLIO**

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### **Membership**

**Chair - Councillor A T A Godfrey**

- |               |   |
|---------------|---|
| A T A Godfrey | - Leader  |
| R Kenney      | - Deputy Leader (Town Centres Regeneration Portfolio) |
| R P Cooke     | - Resources Portfolio                                 |
| I D Fordham   | - Environment Portfolio                               |
| J Hood        | - Community Portfolio                                 |
| G P K Pardesi | - Leisure Portfolio                                   |
| A N Pearce    | - Climate Action and Nature Recovery Portfolio        |
| A F Reid      | - Economic Development and Planning Portfolio         |

**Agenda Item 4(a)i**

# **Joint Tree Management Proposals: Tree Management System and Tree Re-Inspections**

<b>Committee:</b>	Cabinet
<b>Date of Meeting:</b>	24 July 2025
<b>Report of:</b>	Head of Operations
<b>Portfolio:</b>	Environment Portfolio

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## **1 Purpose of Report**

- 1.1 To inform cabinet of the proposed arrangements for the provision of tree services across CCDC and SBC.
- 1.2 To outline the plans for aligning the services across the two authorities.
- 1.3 To set out the business case for the purchase of an integrated tree management system and the need to procure tree risk inspections across both authorities.

## **2 Recommendations**

That Cabinet:

- 2.1 Agrees to the procurement of a shared integrated software system for all areas of tree management; including Council owned trees, Tree Preservation Orders (TPOs), and trees which are the subject of a Conservation Area designation,
- 2.2 Notes the drawing down from reserves to fund the procurement of a shared integrated electronic tree management software system, including a customer facing web portal,
- 2.3 Agrees to the carrying out of routine tree inspections at both Councils by an external contractor in parallel to the procurement and installation of the above system,
- 2.4 Notes that provision will be made in the budget for 2026/27 onwards for the routine inspection of the Council owned trees using external sub-contractor/s.

## **3. Reasons for Recommendations**

- 3.1 The two services have the same remit in both Council's but there are some differences in the way the Council's manage and deliver them. It is intended to fully align the team and service provision across both Councils.

- 3.2 The management of TPOs and trees in Conservation Areas is guided by the statutory framework of the Town and Country Planning Act 1990 (as amended). The related processes are not supported by any software at either Council - making the current processes time consuming for officers across a number of different sections. The majority of these enquiries could be addressed by a self-service customer facing portal.
- 3.3 In terms of the TPO's themselves, the majority of Cannock Chase TPO's have been digitised and partly reviewed, whereas Stafford Borough's have not. However, both authorities now are in a position where they need to comprehensively review and update all of their TPOs.
- 3.4 Similarly, one of the biggest sources of enquiries at both Councils, are trees on open spaces. Updating the software would allow tree enquiries to be more efficiently dealt with via a self-service customer portal.
- 3.5 Aligning the service and updating the software will support the Councils in meeting their legal requirements to have an effective system for managing trees.

#### 4. Key Issues

- 4.1 The tree service currently operates differently across both authorities, and this is set out in Table 1 (below) along with any proposed future actions.

Function	CCDC	SBC	Proposal
Tree Inspections of Council owned trees	In-house	External Consultants	Move to external consultants (2025)
IT System	In-house - (Spreadsheet/ Council GIS system/does not manage TPOs)	Off the shelf system (does not manage TPOs)	Migrate tree inventory data to new system (2025)
Tree maintenance work programmes	Delivered manually	Delivered from ICT system	Deliver from new ICT system (2026)
Tree Work	Internal Tree Team + Contractors	Internal Tree Team + Contractors	Continue current practice & go out to Tender for a Schedule of Rates call off Contract against a budget (2027)
Tree Preservation Orders (TPO) - Day-to-Day	In-house	External Consultant (due to long-term vacant post)	Move to In-house (2025)

Function	CCDC	SBC	Proposal
Conservation Areas	8 areas managed In-house	30 areas managed by External Consultant (due to long-term vacant post)	Move to In-house (2025)
Planning Application Response	In-house	External Consultant (due to long-term vacant post)	Move to In-house (2025)
Tree Preservation Order (TPO) Creation	In-house	External Consultant (due to long-term vacant post)	Move to In-house (2025)
Tree Preservation Orders (TPOs) Numbers	665 estimated - (containing approximately 8,000 trees)	695 estimated - (approximate number of trees contained with TPO's is still under review)	n/a
Number of Council Owned/Managed Trees	Est. 38,000 (including approximately 8,000 on Housing (HRA) land and property gardens)	Est. 40,000	n/a
Number of Tree Team/Officer vacancies	1 x FTE Tree Officer (Covered by secondment)	2 x FTE Tree Officers, 2 x FTE Tree Operative (Covered by consultants)	Fill vacant posts and develop wider re-structuring proposals (2026)
Tree Policy and Procedures	Urban Forestry Strategy 2019-2024	Tree Management Policy 2024	Merge both documents into one written policy and procedure across both authorities

**Table 1 - Tree Management Comparisons and Future Proposals**

- 4.2 As demonstrated in Table 1, current working practices and structures differ. It is intended to merge the entire tree management operation under one senior officer and purchase an integrated tree management and software system to operate simultaneously across both authorities. This will allow the co-terminus inspection of both sets of Council trees, and the management of them via one unified system. The system will have a public facing portal for each Council, allowing residents to be logged on electronically and view, the inspection details of Council trees, the status of Tree Protection Orders (TPO) or Conservation Area (CA) applications or notices.

- 4.3 The provision of tree work operations would also benefit from standardisation to ensure that the service is sustainable across the two Councils.
- 4.4 The inspection of trees at both authorities is a matter of health and safety compliance which needs to be addressed as a priority, due to the length of time since the last set of full inspections were commissioned and/or undertaken. SBC's last round of inspections was undertaken between 2020-23; with CCDC's last inspections being undertaken during 2023. Following the procurement of an integrated tree management system, a contractor will be appointed to inspect the trees using an established industry best practice, risk-based approach.
- 4.5 There is currently no budget for the system at either Council, however, it is proposed to take the initial purchase sum out of the Councils' reserves and then build the ongoing costs into the budget setting process each year.

## **5. Relationship to Corporate Priorities**

- 5.1 This report supports the Council's Corporate Priorities as follows:

- (i) Priority 4 - Responsible Council (CCDC)/Effective Council (SBC)

By modernising our approach to tree management, it means that both Councils will have a modern, publicly available, legally defensible tree inspection and management system. This will speed up the customer interface and will channel shift enquiries from Customer Services to a self-service portal model, especially for developers and residents regarding TPO's.

## **6. Report Detail**

- 6.1 Council owned trees form a significant part of the landscape across both Councils, with an estimated 78,000 trees spread over 261 Sq. miles, or for example, an area just under seven times the size of Coventry City. To manage this number of trees and an area this size, it is best practice for Council's to utilise the latest technology and tree management methodologies.
- 6.2 Residents, developers, and business expectations of local government tree management continues to increase, and they rightly expect ease of access to up-to-date tree information and the making of swift policy-based decisions. In addition to the above, each Council has a significant statutory duty, under health and safety legislation to manage its tree risk, and a statutory duty to protect trees, via the appropriate application of Tree Preservation Orders.
- 6.3 As part of the shared service restructure across both Councils it was agreed that tree management would be placed within one service area (Operations), under a single senior service manager. While at CCDC trees were already managed within one service (Parks and Open Spaces), at SBC they were managed across two (Streetscene and Planning) under different service managers. The services, now covered by Operations are split into three areas, with tree management now falling under the Natural Environment section.

- 6.4 Currently at CCDC, all requests to work on trees that are the subject of a TPO or within a Conservation Area are dealt with by the former Parks and Open Spaces (now Natural Environment) team, who inspect, decide, and send out a Decision Notice, as required by the Town and Country Planning Act 1990 (as amended). At SBC, such requests are received through the Councils Planning portal and passed onto the Streetscene section, where a consultant responds to the Planning Team. The Planning Section then processes the decision notice and sends it out via an appointed case officer. The Government sets an 8-week response deadline for the receipt of decision notices. A consultant tree officer has historically been, and is currently used, due to the difficulty in recruiting suitably qualified and experienced tree officers.
- 6.5 An identical approach is operated in relation to planning applications that involve trees at SBC, whereas at CCDC, the Natural Environment section deal with all planning related tree and soft landscaping matters.
- 6.6 As detailed in Table 1 (above) there is a requirement to fill the vacant posts and finalise the wider restructuring proposals. It may be that additional resources are required; this will be assessed once the tree inspection work has been completed and there is a clearer understanding of the needs of the service. If additional resources are required, this will be the subject of a future report.

### **Tree Management ICT System**

- 6.7 Given the significant number of trees across both Councils (circa 78,000) it is considered that a modern, web based, integrated tree management software system, with a self-serve customer facing portal, is needed.
- 6.8 A shared modern integrated tree management system will allow the appropriate management of health and safety and tree preservation orders, alongside offering a customer facing portal for general tree and TPO enquiries. In addition, it can also be used for the measurement of carbon sequestration and monetary value of trees. This will also assist both Councils to establish the asset value of their tree stock.
- 6.9 SBC procured a tree management system some years ago which is no longer considered fit for purpose and does not allow modern functionality requirements. The system currently employed at SBC cannot be upgraded on the current contract.
- 6.10 CCDC uses an in-house GIS based system. That system is heavily reliant upon the input of data by the Council's GIS ICT team and is prone to issues in data refresh. It is now no longer considered as fit for purpose, or for future investment.
- 6.11 Both systems are in need of modernising to include a customer facing portal, and to better support the management of TPOs and tree risk surveys.
- 6.12 Procurement can be undertaken via the GCloud Procurement Frameworks designed for ICT system procurement and will be supported by the County Council's procurement team.

- 6.13 In January 2025, the Council was awarded a grant of £50k towards the cost of improving and making its tree related data public and business facing. The longstop date for this funding is March 2026, when, if not claimed, it will no longer be available for the Council to draw down. Both CCDC and SBC were awarded £50k, making a total of £100k for the overall project. This funding is for the digitisation of tree data via a web portal; however, this cannot be completed with either of the current tree systems.
- 6.14 While the above grant is an incentive, there is a pressing requirement for all Council's to publish data under FOI (Freedom of Information), INSPIRE (HM Gov. Index Polygons spatial data), HMLR (HM Land Registry) migration, (implementation phase in first quarter 2026), LURA/MHCLG (Levelling-up and Regeneration Act 2023/Ministry of Housing, Communities and Local Government), (March 2026 deadline), and data transparency obligations. Providing the data via open APIs (Application Programme Interfaces) will allow both Council's to meet the requirements in this regard. This will reduce the significant officer time spent on typical Freedom of Information requests for data, as the data will be available via an online public portal.
- 6.15 The purchase and implementation of the IT system is key to aligning and modernising the tree service.

### **Routine Tree Inspections**

- 6.16 SBC has always outsourced its routine tree inspections to an external subcontractor. For a number of years now CCDC has undertaken its routine tree inspections in-house, by utilising a tree officer who undertook a proportion of tree inspections each year and carried out other tree related tasks, such as the management of the Council's general tree enquiries and operative tree team.
- 6.17 The CCDC tree officer post doesn't have sufficient capacity to support the numbers of annual routine tree inspections required, alongside the other operational work that has to be performed. The post is currently vacant and the post is being covered in part (general enquiries and tree team management) by an officer seconded from within the Streetscene service, who is qualified and experienced in general arboriculture management and operations.
- 6.18 It is considered that CCDC should adopt the SBC model and at least outsource the next round of its routine tree inspections to a contractor, using a risk-based methodology.

- 6.19 The estimated costs associated with the externalisation of the routine tree inspections are given in the table below:

	<b>CCDC</b>	<b>SBC</b>
Number of Trees	38,000 (includes 8,000 HRA)	40,000
Estimated Costs (quote plus 10% contingency £5.00 per tree)	£190,000 (£40,000 HRA)	£200,000

- 6.20 The intention is to carry out the initial tree inspections for the entire tree stock over a period of 2-years. Following the completion of those inspections an annual inspection regime will be created whereby a proportion will be undertaken each year. Any additional cost will be picked up as part of the budget setting process.
- 6.21 The inspection regime in future will identify tree condition and associated risks, which will subsequently be addressed in accordance with their priority, using an industry standard risk management system. This creates a risk-based inspection schedule, rather than a more generic condition and hazard schedule. It will allow the Council to focus future inspections and resources on areas that pose the greatest risk, such as, high footfall and play areas, etc. The subsequent reinspections will then be based on three Tree Zones; RED (reinspected annually); Amber (3-years) and Green (every 5 years).

## **7. Implications**

### **7.1 Financial**

The report sets out the requirement for a new tree management system to be procured to enable both Councils to have a modern system which also meets the digitisation requirements. The initial purchase and first year licence are proposed to be met from reserve funding with the ongoing licence fee for future years to be picked up as part of the budget process for 2026/27. Initial quotes estimate a purchase cost of approximately £82,000 with a licence fee of £42,500 per annum. The cost to each authority for the initial purchase and licence would therefore be £62,250 to be met from reserves.

Both Councils also have an urgent requirement to undertake tree inspections, the report proposes that this is done by external consultants over a two-year period. Initial estimates are set out in paragraph 6.19. The cost for both General Fund and HRA will be met from reserves with an ongoing annual tree inspection budget to be built in as part of the budget process.

## **7.2 Legal**

The Council has a statutory duty to manage the health and safety risk of trees on its land and under its management.

The Council has a statutory duty to protect trees across its borough and district areas via the appropriate use of Tree Preservation Orders (TPO's) under the Town and County Planning Act 1999 (as amended).

Failure to implement an effective system to monitor trees could expose the Council to claims for negligence and breach of statutory duty resulting in financial and reputational risk.

The relevant contracts must be procured in accordance with the Procurement Act 2023 and the Council's own procurement regulations.

As the grant funding requires spend by March 2026, consideration must be given to the capacity of the in-house legal services team to provide urgent advice and drafting of the relevant contracts or whether the work will need to be outsourced.

## **7.3 Human Resources**

The proposal to externalise tree inspections will have implications for the CCDC post that has responsibility for this. But as this post is currently vacant, it will not have an impact on an employee. The job description will need to be updated and re-evaluated. The proposals for the joint tree management team structure will be subject to consultation in line with relevant council policy.

## **7.4 Risk Management**

Tree management is currently a red risk on the Council's Strategic Risk Register. The above proposals all form part of the strategy for managing and reducing this risk.

If the Councils do not maintain an effective system for tree management they could face fines and/or insurance claims.

A robust tree management system and risk based informed tree inspection regime will enable the Council to ensure trees are maintained to protect the safety of the public and property.

## **7.5 Equalities and Diversity**

None

## **7.6 Health**

Trees are known to improve people's health as they absorb carbon dioxide and emit oxygen. They are also extremely effective in filtering out pollutants in the atmosphere, particularly PM10s, which are the more damaging solid particles in the atmosphere.

## **7.7 Climate Change**

The intrinsic role of trees in climate change has been well documented. It is current Government policy to increase the amount of tree cover to over 20% in all areas. Research has shown that access to high quality outdoor spaces has a major impact on people's wellbeing and for that reason many Councils are increasing resources into tree planting and management.

## **8 Appendices**

None

## **9 Previous Consideration**

None

## **10 Background Papers**

None

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<b>Ward Interest:</b>	All
<b>Report Track:</b>	Cabinet - 24 July 2025 (Only)
<b>Key Decision:</b>	Yes

**Agenda Item 4(b)i**

## Stafford Brooks Update

<b>Committee:</b>	Cabinet
<b>Date of Meeting:</b>	24 July 2025
<b>Report of:</b>	Head of Operations
<b>Portfolio:</b>	Climate Change and Nature Recovery Portfolio

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### 1 Purpose of Report

- 1.1 To provide a brief description and update on the Stafford Brooks project.
- 1.2 To recommend the signing of the “*Agreement for the provision of habitat enhancements on multiple sites within Stafford*”, as prepared by Staffordshire Wildlife Trust (see **APPENDIX 1**).

### 2 Recommendation

- 2.1 That the “*Agreement for the provision of habitat enhancements on multiple sites within Stafford*” be signed by the Council.

#### **Reasons for Recommendations**

- 2.2 To enable the ongoing management of habitats on Council land under the terms and requirements of the Stafford Brooks project.

### 3 Key Issues

- 3.1 The Stafford Brooks project is a partnership between the Council, Staffordshire Wildlife Trust (SWT) and the Environment Agency. Through designated funds from National Highways this £4.1 million scheme has delivered environmental enhancements to a number of locations within Stafford. The project aims to improve biodiversity in Stafford and enhance the sites for local communities.
- 3.2 Stafford Brooks project includes seven sites under the Council’s ownership, two Local Nature Reserves and five greenspaces. Of these, three of the smaller open spaces will continue to be managed by Streetscene. Maps of the sites can be found in **APPENDIX 3**.

- 3.3 Integral to the success of the project is the continuing management of newly created habitats on the other four Council sites. These are:
- Kingsmead Marsh LNR
  - Rising Brook
  - Queensville - The Meadows
  - Riverside LNR (Fairway)
- 3.4 Funding from National Highways is provided as part of the Stafford Brooks scheme for the ongoing management of newly created habitats on these sites. Standard maintenance, such as mowing of paths, will continue as normal under Streetscene's management from existing budgets.
- 3.5 As main contractor and beneficiary of the funding, Staffordshire Wildlife Trust (SWT) has undertaken the habitat improvement works and is committed to carrying out the required future management on the Council's land under the terms of the project.
- 3.6 In order to allow the management for the sites that SWT are responsible for under the scheme, the signing of the "*Agreement for the provision of habitat enhancements on multiple sites within Stafford*" will ensure that all legal and access requirements are met.

## **4 Relationship to Corporate Priorities**

- 4.1 The report supports the Corporate Priority of Environment/Climate Change and Nature Recovery, by implementing a planned mitigation strategy across each of the sites detailed.

## **5 Report Detail**

- 5.1 A presentation on the Stafford Brooks project was made to Full Council on 24 January 2023, by representatives of National Highways, the Wildlife Trust and the Council's ecologist.
- 5.2 The continuity of the watercourse network through Stafford's floodplains provides a rare opportunity to connect these sites at a landscape scale. The Stafford Brooks project aimed to carry out habitat enhancement works, linking a number of sites, and putting into practice the principals of the 'Nature Recovery Network', a strategy which demonstrates the crucial role connected habitats play in creating robust and resilient wildlife populations.
- 5.3 The project aims to ensure that high quality habitats are established, maintained, and protected, pursuant to the signing of the Agreement.
- 5.4 All major habitat works are now complete. On 11 September, 2024 ITV Central News broadcast a feature on Stafford Brooks for their show that evening, filmed at the Council's Riverside Local Nature Reserve on Fairway.

- 5.5 Streetscene officers and the Council's ecologist have been party to site visits and discussions with SWT in regard to ongoing management requirements and approve in principle for these works to take place.
- 5.6 By signing the Agreement, the Council will authorise the Wildlife Trust and their contractors to arrange and carry out the required annual management works. This will be for a minimum of ten years after which time new funding applications will be considered including Agricultural Stewardship agreements to ensure that successful management outcomes continue for the long term.

## **6 Implications**

### **6.1 Financial**

The Council's maintenance liability in relation to its land detailed within the agreement will not be changed by signing the agreement. The maintenance of the land, including the work agreed to, will continue to be covered from within existing budgets in the Council's Operations service area.

### **6.2 Legal**

The Council's Legal team has reviewed the agreement and has recommended several amendments that have been incorporated into the final version by Staffordshire Wildlife Trust.

### **6.3 Human Resources**

None

### **6.4 Risk Management**

None

### **6.5 Equalities and Diversity**

None

### **6.6 Health**

Positive outcomes for health through enhanced natural settings of Council greenspace.

### **6.7 Climate Change**

The project supports the aims of the Council's adaptive Climate Change ambitions.

## **7 Appendices**

Appendix 1: "Agreement for the provision of habitat enhancements on multiple sites within Stafford"

Appendix 2: "Stafford Brooks Site Maintenance Metric" - as set out in Schedule 3 of the main Agreement.

Appendix3: Site Plan

## **8 Previous Consideration**

None

## **9 Background Papers**

None

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<b>Ward Interest:</b>	Baswich
<b>Report Track:</b>	Cabinet - 24 July 2025 (Only)
<b>Key Decision:</b>	No

DATED

2025

**STAFFORD BOROUGH COUNCIL**

(1)

and

**STAFFORDSHIRE WILDLIFE TRUST**

(2)

---

**AGREEMENT**

for the provision of habitat enhancements on multiple  
sites within Stafford

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**DATE OF AGREEMENT****2025****PARTIES**

- (1) **STAFFORD BOROUGH COUNCIL** of Civic Centre, Riverside, Stafford, ST16 3AQ (the "**Council**")
- (2) **STAFFORDSHIRE WILDLIFE TRUST** (registered charity number 259558) whose principal address is a The Wolseley Centre, Wolseley Bridge, Stafford, ST17 0WT ("**SWT**")

**INTRODUCTION**

- A Through designated funds, National Highways have funded an environmental feasibility study into the delivery of environmental enhancements to a number of locations within Stafford. The scheme aims to improve biodiversity in Stafford, which will enhance the sites for local communities as well as helping National Highways to achieve its biodiversity objectives.
- B Stafford is located near the confluence between the rivers Sow and Penk and has numerous smaller water courses which feed into this system. This network of watercourses has shaped the town and several large undeveloped floodplain habitats form a key part of the townscape providing important local greenspace for people and offering the potential to provide a rich and diverse environment for wildlife. The continuity of the watercourse network through Stafford's floodplains provides a rare opportunity to connect these sites at a landscape scale which puts into practice the principals of SWT's 'Nature Recovery Network', a strategy which demonstrates the crucial role connected habitats play in creating robust and resilient wildlife populations that can have an impact not just locally but encourage more widespread recovery.
- C The Council's identified adaptive measures to climate pressures and flooding include working with partner organisations, specifically SWT and the Environment Agency, to implement natural flood management via habitat enhancements and continue to follow the Nature Recovery Network for Stafford Borough developed in partnership with SWT "Climate Adaptation Strategy Stafford Borough (2023)".
- D The Project will target enhancements strategically to promote a highly connected landscape of improvements to wildlife so that it can produce robust and resilient populations to cope with pressures such as climate change, pollution and surrounding development in an urban situation.
- E The Project aims to ensure that high quality habitats are established and maintained and protected pursuant to this Deed affording them near the highest level of protection currently prescribed for biodiversity within the UK.
- F The Council is the freehold owner with title absolute of the Property free from encumbrances.
- G Pursuant to the Funding Agreement, SWT have agreed to undertake detailed design and implementation works of habitat enhancement on the Property, which will be funded by National Highways in order to achieve agreed project outcomes.
- H The Council, in accordance with this Deed, have agreed to allow access by SWT to carry out the necessary works required pursuant to the Funding Agreement and for on-going monitoring and maintenance.

- I The Property will continue to be publicly accessible and provide a key service in providing access and enjoyment of the natural environment, which has proven benefits to health and wellbeing.

## IT IS AGREED THAT:

### 1 INTERPRETATION

#### 1.1 In this Deed unless the context otherwise requires:

- (a) words importing persons include firms companies and corporations and vice versa;
- (b) any reference to any statute (whether or not specifically named) shall include any statutory modification or re-enactment of it for the time being in force and any order instrument regulation permission and direction made or issued under it or under any statute replaced by it or deriving validity from it;
- (c) any obligation on any Party not to do or omit to do anything shall be deemed to include an obligation not to allow that thing to be done or omitted to be done by any person under its control and any obligation on a Party to do something shall be fulfilled if they procure that it is done;
- (d) the headings in this Deed shall not affect its interpretation;
- (e) any sum payable by one Party to another shall be exclusive of VAT which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid subject always to the receipt on or before the date for payment of a VAT invoice;
- (f) references to clauses sub-clauses paragraph numbers schedules or plans are references to clauses sub-clauses paragraph numbers schedules or plans in this Deed and references to paragraph numbers within a schedule shall unless otherwise stated be taken to be references to the paragraph number within the schedule within which the relevant paragraph appears;
- (g) words incorporating the singular include the plural and words importing any gender include every gender.

#### 1.2 In this Deed unless the context otherwise requires the following expressions shall have the following meanings:

**“Access Conditions”** means those conditions specified in Schedule 5.

**“Access Plans”** means those plans appended to Schedule 4 identifying the agreed point and routes of access to each Site.

**“Biodiversity Gain Site Register”** means the biodiversity gain site register established pursuant to section 100 of the Environment Act 2021.

**“Biodiversity Net Gain Unit(s)”** means the units of biodiversity value as calculated pursuant to any relevant biodiversity metric (comprising habitat, hedgerow and watercourse units) (including for the avoidance of doubt the National Highways BNG Units) that are created pursuant to the Initial Intervention Works and Maintenance and Establishment Works.

**“CDM Regulations”** means The Construction (Design and Management) Regulations 2015.

**“Council Works”** means those works being allocated to the Council (defined as “SBC”) in the site maintenance responsibility matrix contained in Schedule 3 and such other works as shall be agreed between the Parties (acting reasonably).

**“Environment”** means all and any of the following media, being land, water and air (wherever situate) including without limitation those media within buildings or other natural or man made structures above or below ground and any living organism (including man, flora and fauna) and the ecosystems on which they depend.

**“Environmental Authority”** means any legal person or entity including any government or government agency having regulatory authority under Environmental Law and for the avoidance of any doubt includes (but is not limited to) the Environment Agency and the relevant local authority.

**“Environmental Law”** means all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, and legally binding codes of practice and guidance notes (as amended from time to time) each to the extent that they are legally binding and in so far as they relate to the protection of the Environment the remedying of harm to the Environment or recompense in relation to such harm including arising from civil proceedings.

**“Establishment Period”** means a period of five years from completion of the Initial Intervention Works on each Site or such other period as SWT should require in order to meet the requirements of National Highways pursuant to the Funding Agreement.

**"Expert"** means a person having satisfactory and appropriate professional qualifications and experience in such matters relevant to this Deed and/or the matter in dispute either appointed jointly by the Parties or in default of agreement by the Parties on the identity of an expert within seven days of either Party serving details of a suggested Expert on the other, either Party may request the President for the time being of the Royal Institution of Chartered Surveyors (or other appropriate and available officer on his behalf) (the '**President**') to appoint an Expert to whom the following provisions shall apply:

- (a) the Expert shall act as an expert and not as an arbitrator;
- (b) the charges and expenses of the Expert shall be borne equally between the Parties or in such other proportions as the Expert may direct;
- (c) the Expert shall give the Parties an opportunity to make representations and counter representations to him before making his decision;
- (d) the Expert shall be entitled to obtain opinions from others if he so wishes;
- (e) the Expert shall give reasons for his decisions;
- (f) the Expert shall comply with any time limits or other directions agreed by all Parties on or before his appointment and in particular he shall be requested to use all reasonable endeavours to complete the procedures and issue his determination within four weeks of his appointment;

- (g) The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the Parties in the absence of manifest error or fraud;
- (h) the fees of the Expert shall include all VAT and disbursements; and
- (i) if the Expert dies or becomes unwilling or incapable of acting or does not deliver a decision within the time required then either Party may apply to the President to appoint a replacement Expert and these provisions shall apply to the new Expert as if he were the first Expert appointed.

**“Funding Agreement”** means the agreement dated 17 March 2024 made between

(1) National Highways and (2) SWT.

**“Hazardous Substances”** means any natural or artificial substance (whether solid, liquid or gas), material or organism which alone or in combination with others is capable of causing harm to the Environment.

**“Initial Intervention Works”** means the initial interventions on the Property described in paragraph 5.1 of each of the Site Design and Habitat Monitoring and Maintenance Reports contained within Parts 1 to 7 of Schedule 2 of this Deed and any other initial intervention works required pursuant to the Funding Agreement subject to any variation of the same agreed (where required) with National Highways pursuant to the Funding Agreement and notified to the Council pursuant to clause 3.5.

**“Intellectual Property Rights”** means:

- (a) any copyright, moral rights, related rights in the nature of copyright, patents, trademarks, trade names, service marks, design rights, registered design rights, database rights, rights in computer software, semiconductor topography rights and any undisclosed or confidential information such as knowhow, drawings, methodologies, processes, techniques or trade secrets or inventions (whether patentable or not);
- (b) all applications for registration, and the right to apply for registration, for any of the rights listed in (a) above that are capable of being registered;
- (c) all other rights having equivalent or similar effect in any jurisdiction; and
- (d) all rights to take action against any third party in connection with the enforcement of any of the above rights and/or any resulting damages

**“Interest Rate”** means 4% above the base rate of the Bank of England from time to time.

**“Maintenance and Establishment Works”** means the ongoing maintenance and establishment works on the Property described in paragraph 5.2 of each of the Site Design and Habitat Monitoring & Maintenance Reports contained within Parts 1 to 7 of Schedule 2 of this Deed and any other ongoing maintenance and establishment works required pursuant to the Funding Agreement subject to any variation of the same agreed (where required) with National Highways pursuant to the Funding Agreement and notified to the Council pursuant to clause 3.5.

**“Material”** means all documents, drawings, designs (including computer-aided design (CAD) and computer-aided manufacturing (CAM) materials), diagrams, plans,

specifications, models, calculations, technical data, reports and other documents and recorded information, in any format and of any nature whatsoever, which have been or shall be written, prepared and/or produced by or on behalf of either Party for any purpose whatsoever in connection with the Project.

**“Monitoring Period”** means such period required for the habitat within the Property to reach the target condition being:

- (a) For Site 1 only, 12 years from the date of completion of the Initial Intervention Works on Site 1;
- (b) For Site 3 only, 15 years from the date of completion of the Initial Intervention Works on Site 3;
- (c) For Site 5 only, 15 years from the date of completion of the Initial Intervention Works on Site 5;
- (d) For Site 7 only, 10 years from the date of completion of the Initial Intervention Works on Site 7;
- (e) For Site 8 only, 20 years from the date of completion of the Initial Intervention Works on Site 8;
- (f) For Site 9 only, 15 years from the date of completion of the Initial Intervention Works on Site 9; and
- (g) For Site 10 only, 15 years from the date of completion of the Initial Intervention Works on Site 10,

or such other period as SWT may in their discretion determine is appropriate or as may be required pursuant to the Funding Agreement.

**“Monitoring Requirements”** means the monitoring requirements described in paragraph 5.3 of each of the Site Design and Habitat Monitoring and Maintenance Reports contained within Parts 1 to 7 of Schedule 2 of this Deed and any other

monitoring requirements under the Funding Agreement subject to any variation of the same agreed (where required) with National Highways pursuant to the Funding Agreement and notified to the Council pursuant to clause 3.5.

**“National Highways”** means National Highways Limited (company number 9346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ.

**“National Highways BNG Units”** means such Biodiversity Net Gain Units that are created through the Project calculated pursuant to the Defra 2.0 metric that are not to be registered, traded or otherwise dealt with as stipulated under the Funding Agreement.

**“Natural Capital Asset(s)”** means tradeable Biodiversity Net Gain Units and/or any other saleable or value generating assets relating to natural capital created or derived at any time during the continuation of this Deed on or in respect of the Property as a result of the Initial Intervention Works and/or the Maintenance and Establishment Works.

**“Natural England”** means Natural England or such other replacement body responsible for the Biodiversity Gain Site Register.

**"Nominated Officer" means:**

- (a) For the Council, William Waller, Biodiversity and Ecology Officer of Stafford Borough Council, Civic Centre, Riverside, Stafford, ST16 3AQ
- (b) For SWT, Rob Woodhouse of Staffordshire Wildlife Trust, The Wolseley Centre, Wolseley Bridge, Stafford, ST17 0WT

**"Parties"** means the Council and SWT and **"Party"** shall mean any one of them.

**"Plan 1"** means the plan appended hereto within Annex 1.

**"Plan 2"** means the plan appended hereto within Annex 2.

**"Planning Act"** means the Town and Country Planning Act 1990 (as amended).

**"Project"** means the carrying out of the Initial Intervention Works and Maintenance and Establishment Works on the Property in order to deliver biodiversity enhancements.

**"Property"** means the areas of land described in Schedule 1.

**"Site 1"** means such part of the Property defined in paragraph 1 of Schedule 1.

**"Site 3"** means such part of the Property defined in paragraph 2 of Schedule 1.

**"Site 5"** means such part of the Property defined in paragraph 3 of Schedule 1.

**"Site 7"** means such part of the Property defined in paragraph 4 of Schedule 1.

**"Site 8"** means such part of the Property defined in paragraph 5 of Schedule 1.

**"Site 9"** means such part of the Property defined in paragraph 6 of Schedule 1.

**"Site 10"** means such part of the Property defined in paragraph 7 of Schedule 1.

**"Site(s)"** means any one or more (as the context so admits) of Site 1, Site 3, Site 5, Site 7, Site 8, Site 9 and Site 10.

**"Statutory Requirements"** means any statute, statutory instrument, regulation, rule or order made under any statute or directive in force from time to time which affects the relevant obligations under this Deed and any policy, regulation or bye-law of any local authority or statutory undertaker which is applicable to the relevant obligations under this Deed.

**"Term"** means the period commencing on the date of this Deed and expiring on the termination or rescission of this Deed in accordance with its terms.

**"VAT"** means value added tax and includes any future tax of a like nature.

**"Working Days"** means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday.

## 2 EXCLUSIVITY

- 2.1 In consideration of SWT carrying out its obligations in this Deed the Council warrants that it shall not enter into any negotiations with any third party regarding the sale or other disposal of the Property or any Natural Capital Asset otherwise than in accordance with this Deed.
- 2.2 The Council shall not dispose of the Property without the approval of SWT (such approval not to be unreasonably withheld or delayed).

- 2.3 Promptly following the date of this Deed the Council shall register a restriction on the title of the Property at HM Land Registry as follows:

*No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Staffordshire Wildlife Trust of The Wolseley Centre, Wolseley Bridge, Stafford, ST17 0WT or their conveyancer that the provisions of clause 2.2 of the Agreement dated [ ] made between (1) Stafford Borough Council and (2) Staffordshire Wildlife Trust have been complied with.*

- 2.4 Upon termination of this Deed SWT hereby consent to the removal of the restriction required pursuant to clause 2.3.

### **3 OBLIGATIONS OF SWT**

- 3.1 As soon as reasonably practicable after the date of this Deed and having regard to the planting seasons and any Statutory Requirements, SWT will commence and thereafter diligently proceed to carry out and complete the Initial Intervention Works.
- 3.2 Following completion of the Initial Intervention Works on each Site SWT shall carry out the Maintenance and Establishment Works for the Establishment Period.
- 3.3 SWT may, at their discretion, proceed to continue to carry out the Maintenance and Establishment Works beyond the Establishment Period.
- 3.4 SWT shall monitor the performance of the Project in relation to such part or parts of the Property for the Monitoring Period in accordance with the Monitoring Requirements.
- 3.5 SWT may, at their discretion, vary the Initial Intervention Works, Maintenance and Establishment Works and/or Monitoring Requirements PROVIDED THAT National Highways have approved any such variation (if so required pursuant to the Funding Agreement) and SWT notifies the Council of any material variations within the meetings held pursuant to clause 9.1.
- 3.6 SWT shall keep records of all monitoring undertaken pursuant to clause 3.4 and these details shall be shared with the Council at the meetings held pursuant to clause 9.1.
- 3.7 SWT will comply with the provisions of the Funding Agreement and will:
- (a) Provide the Council upon written request up-to-date information on what funding has been spent and remains to be claimed by SWT under the Funding Agreement; and
  - (b) Notify the Council as soon as reasonably practicable of any known or anticipated breach of the Funding Agreement by SWT

For the avoidance of doubt, SWT is responsible for managing its obligations under the Funding Agreement.

- 3.8 SWT will maintain the following insurance policies for the duration of this Deed:
- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and

- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

3.9 On Site 8, the Council will allow the grazing of animals and SWT shall give the Council prior notice of any proposed grazing arrangements, which will require the approval of the Council (such approval not to be unreasonably withheld or delayed) and SWT will be responsible for the erection and on-going maintenance of any stock fencing reasonably required on the Property for the Term.

#### **4 OBLIGATIONS OF THE COUNCIL**

4.1 The Council will not knowingly do or cause or permit anything to be done to or upon the Property that shall or may:

- (a) result in a material change in the state and/or character and/or condition of the Property (without the prior written consent of SWT not to be unreasonably withheld or delayed);
- (b) damage any of the habitat located on the Property;
- (c) make the carrying out of the Initial Intervention Works and Maintenance and Establishment Works any more expensive; and/or
- (d) breach, prejudice or restrict compliance with the Funding Agreement by SWT.

4.2 The Council hereby warrants that there is no legal impediment to carrying out the Initial Intervention Works and Maintenance and Establishment Works contained within the title to the Property.

4.3 The Council shall be responsible for undertaking the Council Works on the Property and the Council will:

- (a) Carry out the Council Works:
  - (i) in a proper and workmanlike manner;
  - (ii) in accordance with a grass cutting programme reasonably required by SWT;
  - (iii) with reasonable skill and care;
  - (iv) in a safe manner and free from any unreasonable or avoidable risk to any person's health and wellbeing;
  - (v) in a manner that does not cause any damage to the habitat on the Property;
  - (vi) in compliance with all relevant Statutory Requirements; and
  - (vii) in accordance with the terms of this Deed.
- (b) Not carry out the Council Works when SWT is carrying out the Initial Intervention Works and Maintenance and Establishment Works unless otherwise agreed and/or instructed by SWT (acting reasonably).
- (c) Upon SWT having served the Council notice pursuant to clause 5.1, promptly provide notice of any planned Council Works within the next 12 months on

that Site and agree a timetable for such works with SWT (acting reasonably) that will not in any way impact upon the Initial Intervention Works and thereafter on the anniversary of the service of the notice by SWT pursuant to clause 5.1 on an annual basis provide SWT with a programme of Council Works for the Site and agree the said programme with SWT (acting reasonably) ensuring that any such works will not in any way impact upon the Initial Intervention Works and Maintenance and Establishment Works with any changes to the programme being discussed and agreed by the Parties pursuant to the meetings held under clause 9.1.

- (d) Carry out any part or parts of the Council Works upon the reasonable request of SWT where it is determined (acting reasonably) that such works are needed in order to allow for SWT to carry out its Initial Intervention Works and/or Maintenance and Establishment Works and/or in order to comply with the Funding Agreement. For the avoidance of doubt, both parties shall collaborate in good faith to agree a timetable for the said works (acting reasonably) and the Council shall thereafter comply with the agreed timetable.
- (e) maintain public liability indemnity insurance in relation to the Property with a limit of indemnity of no less than ten million pounds (£10,000,000) for any one claim or series of claims.
- (f) Not use any chemicals or pesticides on the Property within 8 metres of any part or parts of the Property where the Initial Intervention Works and/or Maintenance and Establishment Works are undertaken (or are to be undertaken) without the prior written approval of SWT (such approval not to be unreasonably withheld or delayed).

## 5 ACCESS LICENCE

- 5.1 SWT may access each of the Sites by first giving no less than one weeks' notice (in relation to each Site) in order to carry out the Initial Intervention Works subject at all times to the Access Conditions (the "**Initial Notice**").
- 5.2 Upon the Initial Notice being served on the Council SWT may thereafter access the relevant Site in order to comply with the provisions of this Deed without further notice being served on the Council subject at all times to the Access Conditions PROVIDED THAT where maintenance is required that was not anticipated as part of the Maintenance and Establishment Works then SWT will be required to give the Council no less than one week's notice (for the particular Site) in order to carry out such works.
- 5.3 Prior to the service of the Initial Notice, SWT may access any part or parts of the Property in order to carry out surveys and ground investigations and shall provide at least 7 days notice of any such access provided that SWT shall at all times comply with the Access Conditions.
- 5.4 Access under this clause 5 shall be extended to SWT's employees, contractors, consultants, National Highways and anyone else authorised to act on SWT's behalf who shall at all times comply with the Access Conditions.

- 5.5 Any proposals for events on the Property for promotional or educational activities linked to the Project arranged by either the Council or SWT must have obtained the prior approval of the other Party (such approval not to be unreasonably withheld or delayed).
- 5.6 SWT shall hold all necessary permits and consents to carry out any surveys, tests and/or works pursuant to the licence granted under this clause 5.
- 5.7 SWT shall provide the Council with a copy of the final results of any reports, surveys and technical investigations undertaken on the Property pursuant to this clause 5 and shall provide draft copies if reasonably requested in writing.
- 5.8 Both Parties hereby agree to observe and comply with the Access Conditions.

## **6 RECISSION OF THIS DEED**

- 6.1 A Party may rescind this Deed by notice to the other in the circumstances set out in clause 6.2 and on the terms set out in the remainder of this clause.
- 6.2 A Party may rescind this Deed by notice in writing to the other Party if:
  - (a) an order is made or a resolution is passed which leads to the successful winding up of the other Party (save in the case of a resolution for the voluntary liquidation of a solvent company in the case of amalgamation or reconstruction); or
  - (b) an order is made for an administration order to be made in relation to the other Party; or
  - (c) the other Party 's directors make a proposal for voluntary arrangement (within the meaning of Part 1 of the Insolvency Act 1986); or
  - (d) the other Party makes any composition or arrangement with its creditors; or
  - (e) an incumbrancer takes possession of or a receiver or an administrative receiver is appointed over assets of the other Party including without limitation this Deed; or
  - (f) an Administrator is appointed over the other Party; or
  - (g) the other Party shall be struck off the register of companies under the Companies Act 2006; or
  - (h) the other Party fails to remedy any material breach or any series of breaches which if taken together would constitute a material breach of any of the other Party 's covenants in this Deed within a reasonable period after notice or notices to the other Party requiring the other Party to remedy such material breach or breaches.
- 6.3 SWT may terminate this Deed by serving at least 6 months written notice on the Council if:
  - (a) National Highways fail to provide any part of the funding when required to do so under the Funding Agreement; or
  - (b) The Funding Agreement is terminated prior to all funding being provided to SWT under the Funding Agreement; or

- (c) There is any claim against SWT by National Highways which results in the return of any of the funding provided under the Funding Agreement
- 6.4 SWT may serve notice pursuant to clause 6.3 in relation to any one or more Sites upon which this Deed shall continue to apply in relation to those Sites that are not the subject of the notice.
- 6.5 SWT may suspend performance of any obligations under this Deed where notice is served on the Council pursuant to clause 6.3.
- 6.6 This Deed shall expire automatically upon the completion of the Monitoring Period.
- 6.7 A Party may rescind only while the situation giving rise to the right to rescind continues.
- 6.8 Rescission is without prejudice to a Party's rights against the other for previous breaches of this Deed.
- 6.9 If this Deed is rescinded or terminated in accordance with this Deed:
  - (a) neither Party shall have any further rights or obligations under this Deed except for:
    - (i) the rights of either Party in respect of any earlier breach of this Deed; and
    - (ii) the provisions of clauses 6 and 7 which shall continue in force notwithstanding the termination of this contract;
  - (b) the Council shall not damage, remove and/or build over any habitat created pursuant to the Project and shall use reasonable and commercially sensible endeavours to maintain the habitat in perpetuity.
  - (c) within 10 Working Days after the termination, SWT shall apply to remove all entries relating to this Deed registered against the Council's title to the Property.

## **7 BIODIVERSITY NET GAIN UNITS**

- 7.1 The ownership of all Natural Capital Assets shall remain with SWT only and their permitted assigns.
- 7.2 The Council shall not:
  - (a) Trade, assign, allocate or otherwise deal with any Natural Capital Assets; or
  - (b) Register any of the Sites on the Biodiversity Gain Site Register unless otherwise approved by SWT.

## **8 ADDITIONAL FUNDING**

- 8.1 SWT reserves the right to apply for additional funding from any third party in order to undertake any part or parts of the Project.
- 8.2 In the event that the Council propose to fund any part of the Project and/or additional habitat enhancement works on the Property then the Council must first liaise with SWT with regards to the proposed programme of work and funding available and the Council will only be permitted to proceed with such works with the prior written

approval of SWT (such approval not to be unreasonably withheld or delayed)  
 PROVIDED THAT at all times there shall be no conflict with the Funding Agreement  
 nor the Initial Intervention Works and Maintenance and Establishment Works unless  
 otherwise agreed by SWT.

## 9 COMMUNICATION

9.1 The Parties shall meet every 3 months (or at such other intervals as maybe agreed  
 by the Parties from time to time) during the Term to co-operate and report on  
 progress:

- (a) in carrying out the Initial Intervention Works and Maintenance and  
 Establishment Works;
- (b) compliance with the Funding Agreement and remaining levels of funding;
- (c) any third party funding opportunities;
- (d) in carrying out any monitoring pursuant to the Monitoring Requirements;
- (e) in carrying out the Council Works (and any need for Council Works);
- (f) in complying with the obligations in this Deed;
- (g) in carrying out any variations to the Initial Intervention Works, Maintenance  
 and Establishment Works and/or Monitoring Requirements; and
- (h) to resolve issues, make necessary decisions and to review and discuss any  
 relevant documents related to the implementation and/or ongoing  
 management and maintenance of the Project.

## 10 NOTICES

10.1 Any notice to be given under this Deed shall only be given in writing and shall be  
 signed by the relevant party or its solicitors.

10.2 Any notice or document to be given or delivered under this agreement must be given  
 by delivering it personally or sending it by pre-paid first class post or recorded  
 delivery to the address and for the attention of the relevant party as follows:

- (a) in respect of the Council:

Stafford Borough Council, Civic Centre, Riverside, Stafford, ST16 3AQ

Marked for the attention of William Waller

or to such other address, or for the attention of such other person, as was last  
 notified in writing by the Council to SWT; and

- (b) to SWT at:

Staffordshire Wildlife Trust, The Wolseley Centre, Wolseley Bridge, Stafford,  
 ST17 0WT

Marked for the attention of Rob Woodhouse

or to such other address or for the attention of such other person, as was last notified  
 in writing by SWT to the Council.

- 10.3 Any such notice will be deemed to have been received:
- (a) if delivered personally, at the time of delivery; and
  - (b) in the case of pre-paid first class post or recorded delivery, on the second Working Day after posting.
- 10.4 In proving service it will be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted as a prepaid first class or recorded delivery letter as the case may be.
- 10.5 A notice given or document delivered under this Deed will not be validly given or delivered if sent by fax or e-mail.

## **11 GOOD FAITH**

The Parties shall at all times conduct matters in utmost good faith to each other in relation to this Deed and shall do all such acts and things as may reasonably be required to comply with the terms and the spirit of this Deed.

## **12 NO PARTNERSHIP**

This Deed shall not be construed as creating any partnership between the Parties.

## **13 INTEREST**

If a Party fails to make any payment due under this Deed by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the Interest Rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after any judgment, and shall be compounded quarterly. The defaulting party shall pay the interest together with the overdue amount.

## **14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

For the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the Parties do not intend any term of this Deed to be enforced by any third parties but any third party right which exists or is available independently of that Act is preserved.

## **15 STATUTORY REQUIREMENTS**

The Parties shall in carrying out their obligations under this Deed comply with all statutory requirements, including but not limited to compliance with the Bribery Act 2010 and shall ensure that their duly authorised representatives do the same.

## **16 PROPER LAW**

This Deed shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.

## **17 PUBLICITY**

- 17.1 The Parties shall keep in confidence the financial provisions of this Deed as well as any terms of the Funding Agreement.

17.2 Clause 17.1 shall not apply to the extent that any Party is:

- (a) obliged by law or by the London Stock Exchange to disclose any information but where possible it shall before making that disclosure advise the other parties that it is about to do so; or
- (b) in negotiation for the transfer of their interest in this Deed;
- (c) engaged in a professional capacity by either the Council or SWT to provide financial or legal advice provided always that such advisor is under a similar obligation of confidentiality to that set out in this Deed.

17.3 SWT hereby agrees to participate in and co-operate with reasonable promotional and educational activities relating to the Project that are proposed by the Council PROVIDED THAT any such activities are approved by SWT (such approval not to be unreasonably withheld or delayed).

17.4 SWT reserves the right to carry out reasonable promotional and educational activities relating to the Project PROVIDED THAT where the Council are referenced in any promotional material the Council's consent (not to be unreasonably withheld or delayed) must be obtained.

## 18 COPYRIGHT

18.1 The Parties hereby agree that all rights (including Intellectual Property Rights), title and interests in the Material prepared by or on behalf of either Party shall remain the property of that Party.

## 19 DATA PROTECTION

19.1 Each Party shall, at its own expense, ensure that it complies with Statutory Requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including: (i) the Data Protection Act 2018 and any successor UK Legislation; (ii) the retained EU law version of General

Data Protection Regulation ((EU) 2016/679) (UK GDPR); and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party ("**Data Protection Legislation**").

19.2 At the date of this Deed, the Parties do not foresee either party processing personal data on behalf of the other. If, during the Term, this assumption proves to be incorrect and one or more party is processing personal data on behalf of the other, the parties will enter into a data processing agreement that complies with all applicable Data Protection Legislation.

## 20 DEALING WITH THIS DEED

The Parties may assign the benefit of this Deed provided that the approval of the other party is provided (such approval not to be unreasonably withheld or delayed).

**21 GENERAL DISPUTE**

Any dispute or difference between the Parties in relation to this Deed shall be referred in the first instance to a Nominated Officer of the Council and SWT who shall meet on a without prejudice basis as soon as reasonably practicable to consider the dispute and an appropriate way to resolve. If within a period of 30 days following such meeting, the Parties have failed to find a resolution, either Party shall be entitled to refer the dispute to an Expert in accordance with this Deed, and the process set out in the definition of "Expert" shall apply.

**22 SEVERABILITY**

If any of the provisions of this Deed are found by a court or other competent authority to be void or unenforceable it shall be deemed to be deleted from this Deed and the remaining provisions shall continue to apply. The Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision found to be void or unenforceable.

**IN WITNESS** of which this document has been executed and, on the date set out above, delivered as a deed.

**SCHEDULE 1****Property****1 SITE 1**

- 1.1 Land known as Kingsmead Marsh, Stafford, shown edged red on the Stafford Brooks Combined Habitat Maintenance Maps and registered at HM Land Registry under title number SF519969.

**2 SITE 3**

- 2.1 Land known as Kingston Pool Covert (South), Stafford, shown edged red on the Stafford Brooks Combined Habitat Maintenance Maps and registered at HM Land Registry under title number SF356000.

**3 SITE 5**

- 3.1 Land known as Rising Brook, Stafford, shown edged red on the Stafford Brooks Combined Habitat Maintenance Maps and registered at HM Land Registry under title numbers SF508936 and SF150358.

**4 SITE 7**

- 4.1 Land known as Queensville, Stafford, shown edged red on the Stafford Brooks Combined Habitat Maintenance Maps and registered at HM Land Registry under title number SF360583.

**5 SITE 8**

- 5.1 Land known as the Fairway, Stafford, shown edged red on the Stafford Brooks Combined Habitat Maintenance Maps and registered at HM Land Registry under title numbers SF508453 and SF527481.

**6 SITE 9**

- 6.1 Land known as Littleworth Tennis Courts, Stafford, shown edged red on the Stafford Brooks Combined Habitat Maintenance Maps and registered at HM Land Registry under title number SF508449.

**7 SITE 10**

- 7.1 Land known as Corporation Street Bowling Green, Stafford, shown edged red on the Stafford Brooks Combined Habitat Maintenance Maps and registered at HM Land Registry under title number SF509090.

**Please see Appendix 3 Stafford Brooks Combined Habitat Maintenance Maps**

## SCHEDULE 5 ACCESS CONDITIONS

### 1 **SWT's obligations**

- 1.1 When carrying out the Initial Intervention Works and Maintenance and Establishment Works and any other operation on the Property that is the responsibility of SWT pursuant to this Deed (the "**Project Works**"), SWT shall carry out and complete the Project Works:
- (a) in a proper and workmanlike manner;
  - (b) with reasonable skill and care;
  - (c) in a safe manner and free from any unreasonable or avoidable risk to any person's health and wellbeing;
  - (d) in compliance with all relevant Statutory Requirements; and
  - (e) in accordance with the terms of this Deed.
- 1.2 When appointing any contractors to undertake the Project Works SWT will ensure that they hold reasonable and appropriate levels of public liability indemnity insurance.

### 2 **Access arrangements**

- 2.1 The Council hereby warrants to SWT that the point of access and route of access for each Site:
- (a) is as shown on the Access Plans;
  - (b) will in all cases be directly from the adopted highway and through land solely owned by the Council;
  - (c) will in all cases be suitable for pedestrian and machinery access reasonably required to undertake the Project Works;
  - (d) may differ due to weather conditions and should there be any impediment to access over the route prescribed in the Access Plans then an alternative access that is of comparable specification, quality and ease will be provided by the Council to SWT; and
  - (e) should there need to be alternative access for pedestrian and machinery then the Council will promptly notify SWT from the date of this Deed and the suitable access will be agreed between the parties acting reasonably.
- 2.2 Machinery or plant used as part of the Project Works can only be operated on the Property between the times of 8.00am to 6.00pm Monday to Friday and 8am to 1pm on a Saturday.

- 2.3 SWT may utilise any suitable plant and machinery in order to carry out the Project Works PROVIDED THAT if any large machinery is required that would not ordinarily be needed in order to carry out the Project Works and was not anticipated by either Party at the date of this Deed then SWT will undertake task and site-specific risk assessments and prepare method statements before use that will be made available to the Council upon request.
- 2.4 The Parties acknowledge that the Property is open to the public PROVIDED THAT the Council hereby agree that:
- (a) SWT may close such reasonable part or parts of each Site where reasonably required to carry out any aspect of the Project Works and SWT will notify the Council of any such closures; and
  - (b) SWT may enclose certain areas of the Property preventing public access in order to protect the establishment of habitat for such period as the Parties shall agree acting reasonably.
- 2.5 The Parties hereby agree that SWT may erect, and shall thereafter maintain, signage on the Property associated with the habitat and biodiversity and the Project in such form as shall be approved by the Council (such approval not to be unreasonably withheld or delayed).

### **3 Access for the Council during the Project Works**

- 3.1 During the carrying out of the Project Works, the Council may enter the Property to view the state and progress of the Project Works.
- 3.2 In exercising the rights referred to in paragraph 3.1 the Council will:
- (a) exercise the rights at reasonable times;
  - (b) comply with any reasonable health and safety, security and/or habitat protection requirements of SWT;
  - (c) procure that any interference or disruption to the carrying out of the Project Works arising from the exercise of the rights referred to in paragraph 3.1 is kept to a minimum where reasonably practicable;
  - (d) not damage any habitat located on the Property nor limit or prejudice the carrying out of the Project Works; and
  - (e) refer all matters relating to the Project Works to SWT and not any agents, workmen or sub-contractors.

### **4 CDM Regulations and health and safety**

- 4.1 By entering into this Deed, SWT and the Council agree that, to the extent that the Council may be a client for the purposes of the CDM Regulations, SWT is to be treated as the only client in respect of the Project Works for the purposes of the CDM Regulations.

- 4.2 SWT will comply, in relation to the Project Works, with its obligations as the client under the CDM Regulations and procure (where required pursuant to the CDM Regulations):
- (a) that the principal designer and principal contractor are appointed (where SWT is not undertaking any of these roles);
  - (b) a health and safety file for the Project Works is prepared and maintained; and
  - (c) upon request, give to the Council all documents that are required under the CDM Regulations to be kept in the health and safety file.

4.3 For the avoidance of doubt:

- (a) compliance with any CDM Regulations and Statutory Requirements relating to health and safety in relation to the Property; and
- (b) responsibility for any access by members of the public over any part or parts of the Property.

will be the responsibility of the Council over any areas of the Property excluding those areas where Project Works are actively being undertaken by SWT.

## 5 Access Licence conditions

5.1 SWT's occupancy of the Property will not give SWT:

- (a) any proprietary rights over any of the Property. SWT will occupy the Property as a bare licensee only;
- (b) any rights to gain access to, use or occupy any of the Property other than for the purposes of performing its rights and obligations on the terms of this Deed;
- (c) exclusive possession of all or any part of the Property;
- (d) any right to carry out any works or alterations of whatever nature to the Property without the prior written approval of the Council, save for those works permitted pursuant to this Deed.

5.2 SWT hereby acknowledges that nothing in this Deed is intended to create a tenancy or letting of the Property or to confer any rights on SWT, whether under common law or any enactment, greater than a bare licence to occupy or use (as appropriate) on the terms as set out in this Deed.

## 6 Liability

6.1 SWT shall be liable for any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person or any loss, injury or damage whatsoever to any real or personal property arising out of or in the course of or by reason of the carrying out of the Project Works unless such liability arises as a result of any action, omission, negligence or default of the Council.

6.2 The Council shall be liable for any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or death of any person or any loss, injury or damage whatsoever to any real or personal property arising out of or in the course of or by reason of the carrying out of the Council Works unless such liability arises as a result of any action, omission, negligence or default of SWT.

- 6.3 SWT and the Council shall not be liable to the other party for any loss of profits, loss of fees, loss of chance or other similar losses or any indirect or consequential losses arising out of any breach of this Deed or otherwise.
- 6.4 SWT shall have no liability under Environmental Law or otherwise in relation to any Hazardous Substances at, in, on or under or emanating from the Property at any time unless any such Hazardous Substances have been brought on to the Property by SWT and used by SWT when carrying out the Project Works.
- 6.5 Paragraph 6.4 constitutes an agreement on liabilities for the purposes of the exclusion and apportionment of liability for contaminated land under Part 2A of the Environmental Protection Act 1990 (as amended) and paragraphs 7.29 and 7.30 of the Contaminated Land Guidance.
- 6.6 Should any enforcement action be commenced against any of the Parties by any Environmental Authority or court then notwithstanding any other agreement between the Parties, the Parties will be entitled to disclose this Deed to any Environmental Authority or court.

**EXECUTED** and delivered when dated as a )  
 deed by **STAFFORD BOROUGH** )  
**COUNCIL** by affixing its common seal in )  
 the presence of )  
 )

Authorised Signatory:

Name:

**EXECUTED** and delivered when dated as a )  
 deed by **STAFFORDSHIRE WILDLIFE** )  
**TRUST** acting by a director, in the presence )  
 of: )  
 )

.....

Director

Signature of Witness: .....

Name:

Occupation:

Address:

Appendix 2

Stafford Brooks site maintenance responsibility metrics	Site	1. Kingsmead Marsh LNR (SBC)	3. Kingston Pool Covert South (Street Scene managed)	5. Rising Brook Ponds (Street Scene managed)	6. Radford Meadows (not included in this agreement)	7. Queensville ponds (Street Scene managed)	8. Riverside LNR (SBC)	9. Littleworth Tennis Courts (Street Scene managed)	10. Corporation St Bowling Green (Street Scene managed)
		Task							
Habitat Creation as outlined in ther detailed design documents		SWT	SWT	SWT	SWT	SWT	SWT	SWT	SWT
New pond and scrape maintenance		SWT	N/A	SWT	SWT	SWT	SWT	N/A	N/A
Habitat and biodiversity signage		SWT	SWT	SWT	SWT	SWT	SWT	SWT	SWT
General signage		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
Grazing regime Grazing- Cattle will be managed rotationally across the site, introduced a few weeks after cutting, ideally until early autumn to allow re-flowering of vital wildflower species. Spring grazing timings will need to be assessed, with the overall aim to keep the sward between 5-10 cm in height. In these wetter parcels of the site winter grazing is not recommended, nor is grazing during particularly wet period. Summer grazing two weeks after cut and continued to maintain a sward height between 5-10 cm. No grazing during wet periods. Every year		N/A	N/A	N/A	SWT	N/A	SWT	N/A	N/A
New stock fencing for grazing control		N/A	N/A	N/A	SWT	N/A	SWT	N/A	N/A
Existing access gates and fencing		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
Grass cutting to regime set by SWT carried out by Street Scene . The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and Mid July. A cut should occur after this time between 15th of July and 15th of August. Cuttings must be removed from the site to prevent nutrient enrichment.		SWT Cut	StreetScene Cut and collect Mowing 70mm cut and collect- The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15th of July and 15th of August. Cuttings must be removed from the site to prevent nutrient enrichment.	StreetScene 20mm amenity cut in specified area only, the small strip of "amenity" grass alongside Longshore Close - see revised manitenance map	Grazed	StreetScene 20mm amenity cut only in specified areas, sward will be 20mm and cuttings will remain on the ground - see revised manitenance map	Grazed	Street Scene Mowing- 70mm cut and collect. The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15th of July and 15th of August. Cuttings must be removed from the site to prevent nutrient enrichment.	StreetScene Mowing- 70mm cut and collect The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15th of July and 15th of August. Cuttings must be removed from the site to prevent nutrient enrichment.
Annual grass/reed/arisings, cutting/strimming and collecting by SWT contractor		SWT	N/A	SWT all other areas	SWT	SWT all other areas	SWT	N/A	N/A
Woodland Management		SWT	Street Scene	SWT	SWT	Street Scene	SBC	N/A	N/A
Scrub encroachment management/removal		SWT	Street Scene	SWT specified grassland areas	SWT	Street Scene	SBC	Street Scene	Street Scene
Bins, dog bins and general waste management		SBC	SBC	SBC	SWT	SBC	SBC	N/A	N/A
Path maintenance		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
Site health and safety		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
Hedge cutting		SBC	SBC	SBC	SWT	Street Scene	SBC	Street Scene	Street Scene
Water safety		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
Tree safety		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
Maintenance of drainage runs and ditches		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
Rght of way maintenance		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
Access route maintenance		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC
Any other general maintenance		SBC	SBC	SBC	SWT	SBC	SBC	SBC	SBC



## Site 1: Kingsmead

## Proposed Future Habitats

Central Grid Reference: SJ925234

## Key

Site Boundary

## INDIVIDUAL TREES

Existing Medium Rural Tree

## WATERCOURSES

Ditches

## HABITATS

Fens (upland and lowland)

Ponds (non-priority habitat)

Wet woodland

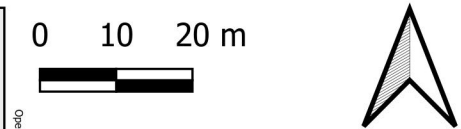
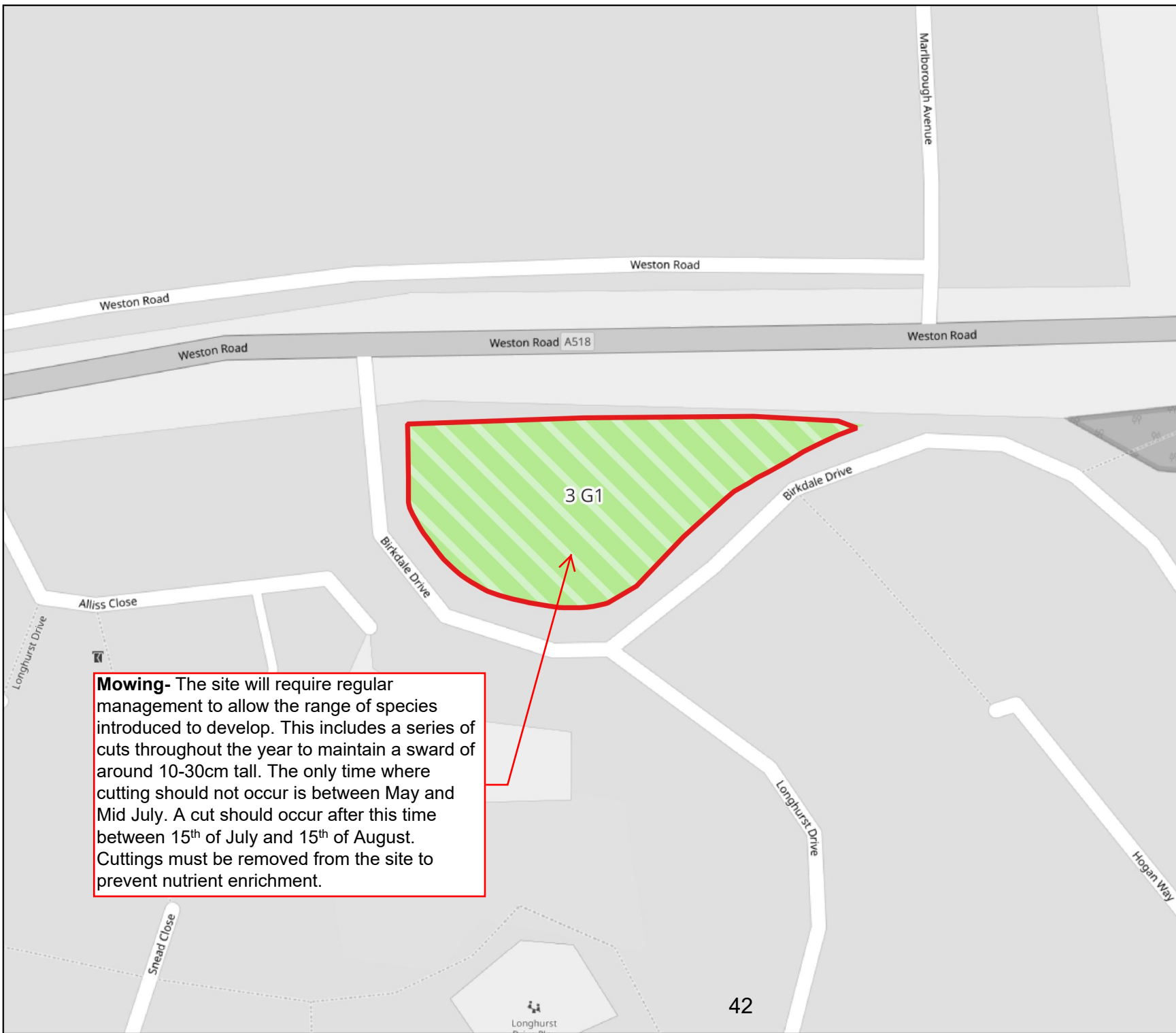
**Monitoring** - Annually for the first five years then every 5 years thereafter providing the target condition is met  
Photographic record and Metric 2.0 condition assessment.

**Scrub control:** removal of scrub and undesirable species found throughout the habitat area through cutting as low as possible to the ground with machinery and then manually pulling out roots where possible. Wood should be piled into brush piles as a refuge for wildlife. Due to the site being a wetland habitat, spot spraying to remove undesirable species should be avoided to prevent contamination of ground waters.

**Ponds-** To ensure natural regeneration the maintenance of the created ponds will be kept to a minimum. Removal of excessive emergent vegetation may be required to reduce nutrient enrichment. This will be done when required. When required, every year. Late September - October when it will be least disruptive to wildlife, but whilst the site is still accessible

**Scrub Control-** Proportion of scrub will be managed to less than 10% cover in order to pass the condition criteria. This will be achieved through regular coppicing and stump removal where possible. Scrub clearance will be rotated on an annual basis to ensure varying age structures throughout the site. September- February every year, providing the site is accessible

**Mowing / strimming** - to ensure sward length is varied and to promote species diversity across the site. The site should be cut in small patches, avoiding any highly wet areas. Once per year in August (or driest time of year), annually



# Site 3: Kingston Pool Covert (south)

## Proposed Future Habitats

Central Grid Reference: SJ941236

### Key

 Site Boundary

### HABITATS

 Lowland meadows

**Mowing-** The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and Mid July. A cut should occur after this time between 15<sup>th</sup> of July and 15<sup>th</sup> of August. Cuttings must be removed from the site to prevent nutrient enrichment.

Monitoring, Annually for the first five years then every 5 years thereafter providing the target condition is met

**Scrub Control within the grassland-**  
Proportion of scrub will be managed to less than 10% cover in order to pass the condition criteria. This will be achieved through regular coppicing and stump removal where possible

**Creation of wet woodland:**  
Strimming of ruderal vegetation before planting with native broad-leaved tree species typical of wet woodland communities. Trees will be planted at a stocking rate of approx. 1600 trees/ha spaced 2.5 metres apart with a varied distribution rather than planting in straight lines.

**Ponds-** To ensure natural regeneration the maintenance of the created ponds will be kept to a minimum. Removal of excessive emergent and woody vegetation may be required to reduce nutrient enrichment. This will be done when required. When required. Late September - October when it will be least disruptive to wildlife, but whilst the site is still accessible

**Woodland management** - Ensure natural regeneration of saplings is encouraged and non-natives are removed from the canopy to diversify structure. September- February over a period of 10 years, removing only a small number of trees per year as is permitted below the threshold for a felling licence. Woodpiles to be made or where a permit can be agreed woody material to be placed in the watercourse.

**Cut and removal of arisings** - Cutting and removing the crop to occur as often as desired throughout the year aiming to keep a sward of around 10 - 30 cm tall, except between May and mid-July where plants should be left to flower and set seed before an essential summer cut between 15th of July and 15th of August. Cut at least once per year in early August annually.

0 30 60 m



Site 5: Rising Brook

Proposed Future Habitats

Central Grid Reference:  
SJ913209

Key

Site Boundary

**INDIVIDUAL TREES**

Existing Small Rural Tree

**WATERCOURSES**

Other rivers and streams

**HABITATS**

Bramble scrub

Lowland meadows

Other neutral grassland

Other woodland; broadleaved

Ponds (non-priority habitat)

Reedbeds

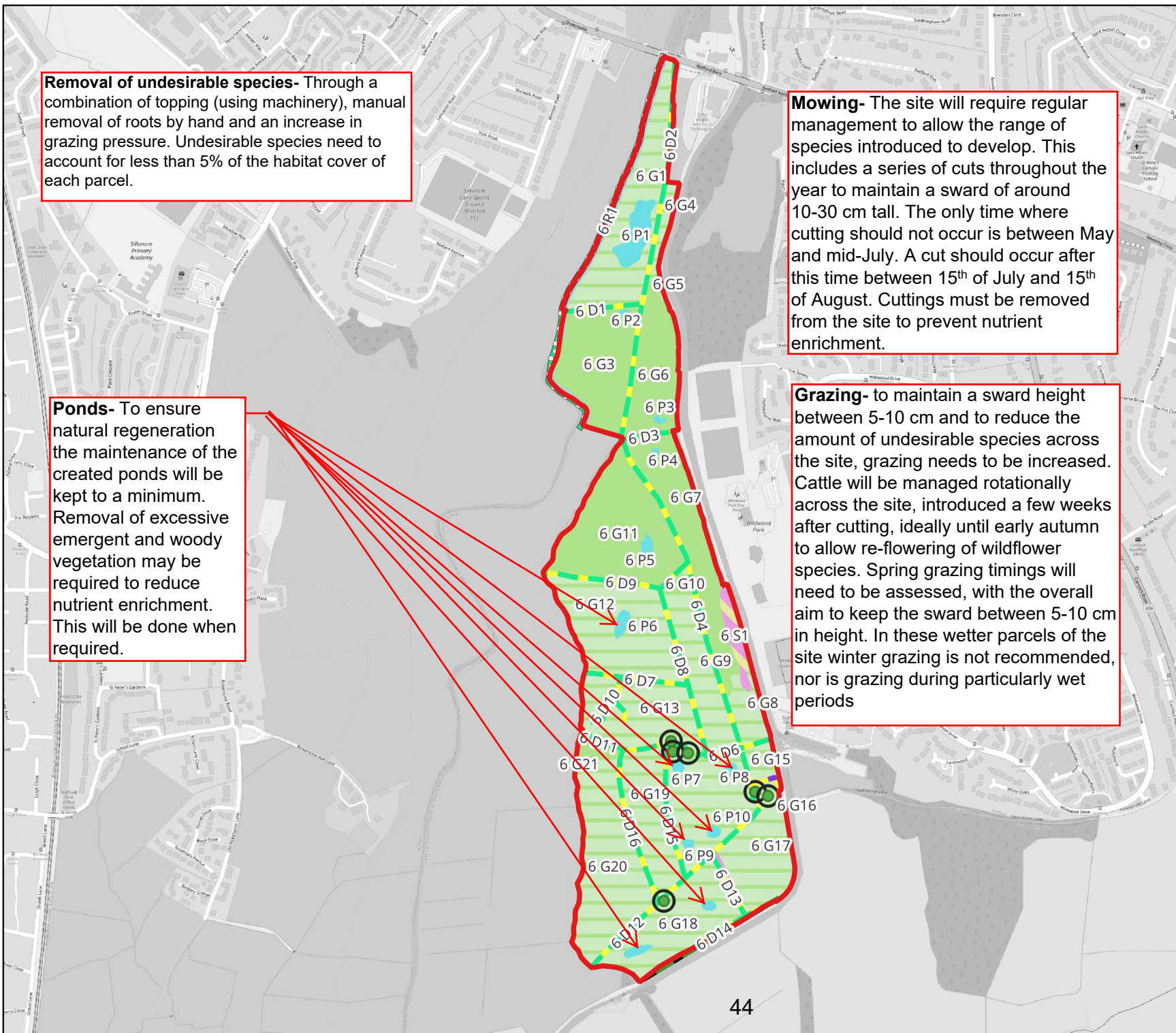
Watercourse footprint (habitat units not used in calculation)

Wet woodland

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**Staffordshire**  
Wildlife Trust



0 100 200 m



Site 6: Radford Meadows

Proposed Future Habitats

Central Grid Reference:  
SJ938205

## Key

Site Boundary

## INDIVIDUAL TREES

Existing Large Rural Tree

## HEDGEROWS

Line of trees - associated with bank or ditch

Native hedgerow

## WATERCOURSES

Ditches

Other rivers and streams

## HABITATS

Fens (upland and lowland)

Floodplain wetland mosaic and CFGM

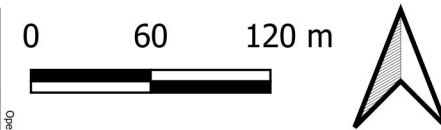
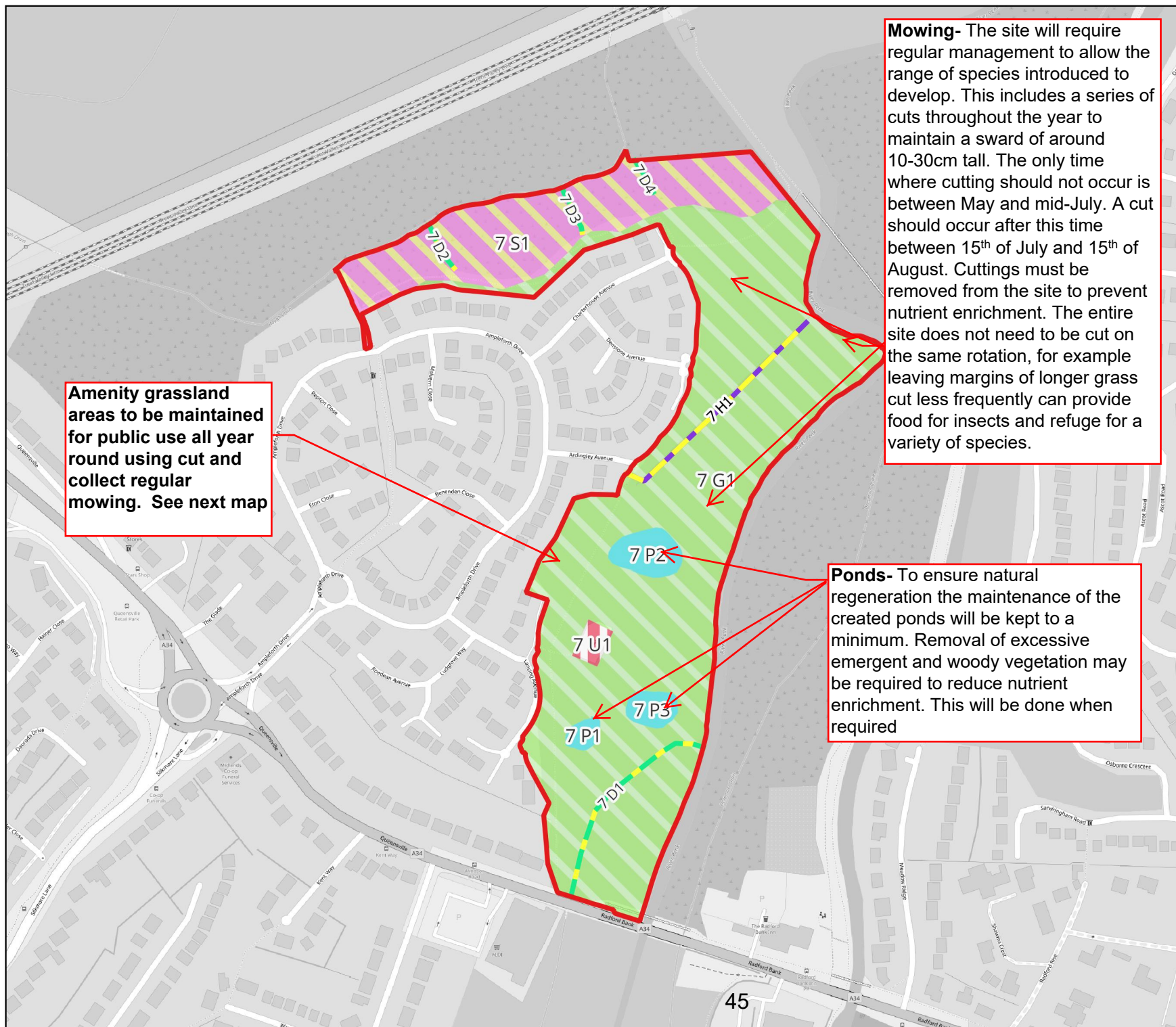
Other neutral grassland

Ponds (non-priority habitat)

Watercourse footprint (Habitat units not used in calculation)



**Staffordshire**  
Wildlife Trust



## Site 7: Queensville

### Proposed Future Habitats

Central Grid Reference:  
SJ938219

### Key

Site Boundary

### HEDGEROWS

Native hedgerow with trees

### WATERCOURSES

Ditches

### HABITATS

Developed land; sealed surface

Fens (upland and lowland)

Lowland meadows

Ponds (non-priority habitat)



Maintain link path through this area

maintain walking path along hedgerow

Amenity mowing regime



## Site 7: Queensville

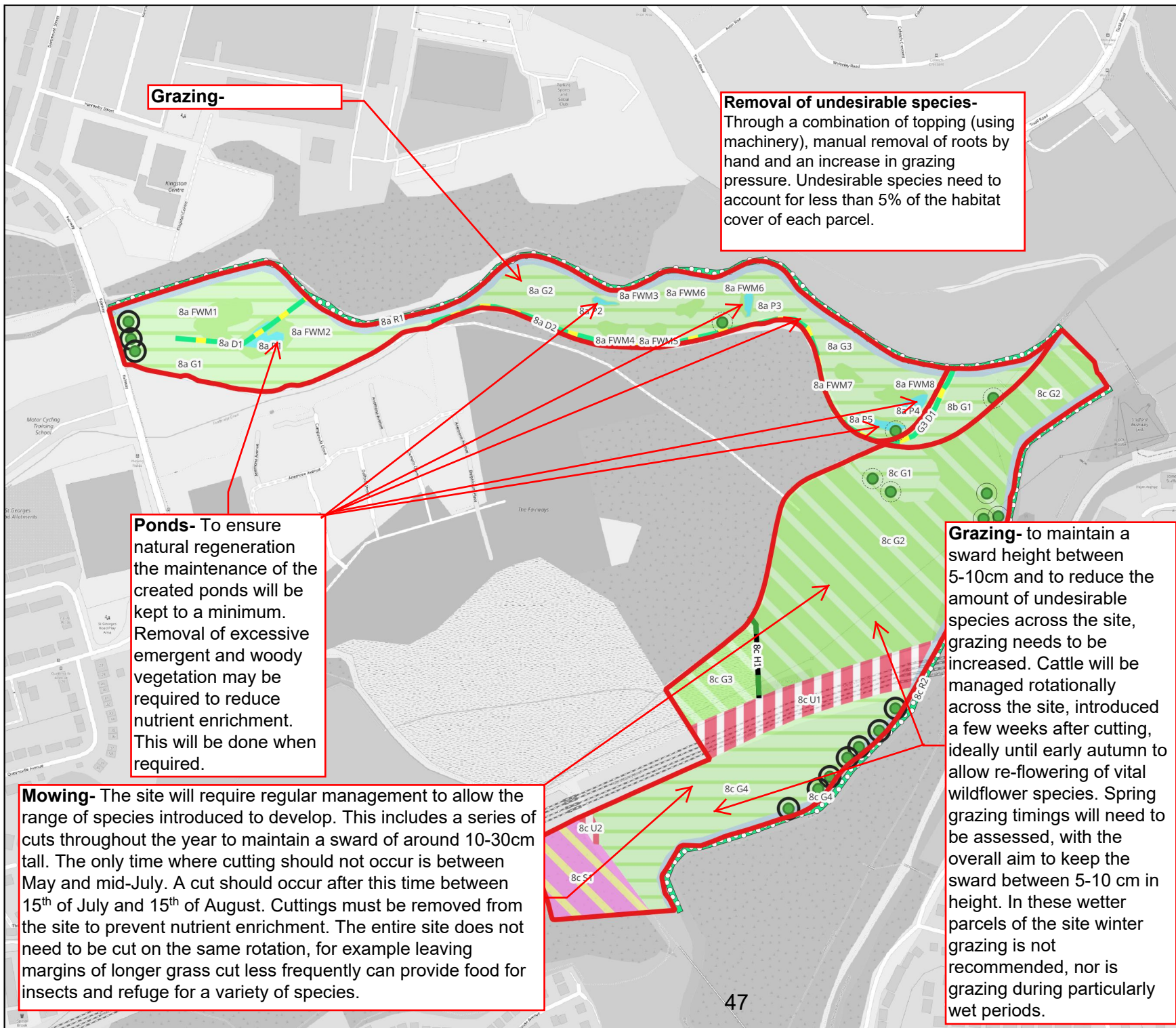
Central Grid Reference  
SJ938219

Grassland and pond  
habitat enhancements

### Key

- Sand and gravel footpath
- Hedgerow
- Wet ditch
- Wildflower-rich grassland under meadow mowing regime
- Wildflower-rich grassland under amenity mowing regime
- Created wildlife pool formalising existing standing water
- Fen
- Hard standing (play area)





Proposed Future Habitats

Central Grid Reference:  
SJ941227

### Key

Site Boundary

### INDIVIDUAL TREES

- Existing Large Rural Tree
- Existing Medium Rural Tree
- Existing Small Rural Tree

### HEDGEROWS

Line of trees

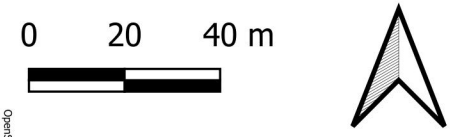
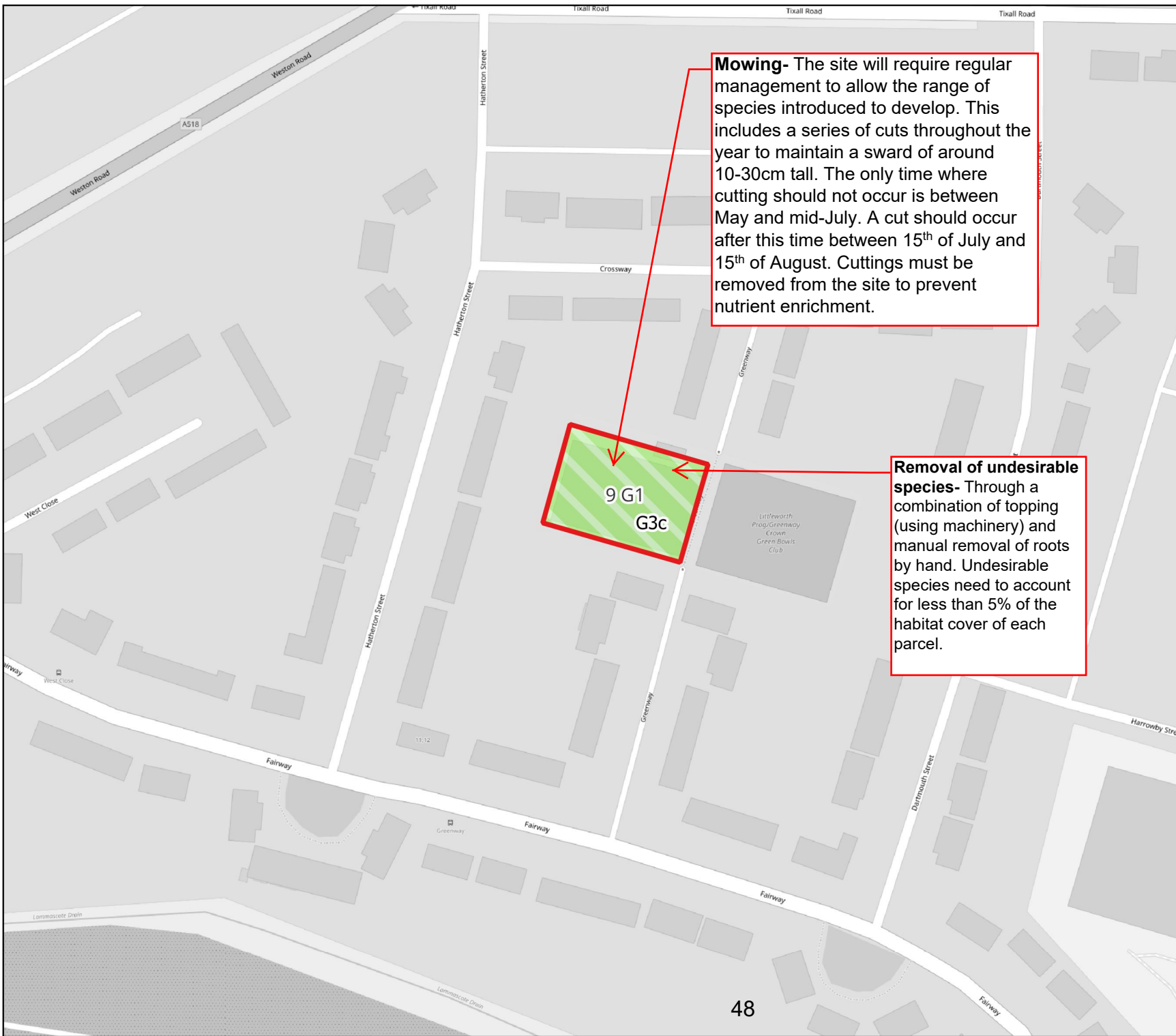
### WATERCOURSES

- Ditches
- Other rivers and streams

### HABITATS

- Developed land; sealed surface
- Fens (upland and lowland)
- Floodplain wetland mosaic
- Lowland meadows
- Lowland mixed deciduous woodland
- Other neutral grassland
- Ponds (non-priority habitat)
- Watercourse footprint (Habitat units not used in calculation)

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# Site 9: Littleworth Tennis Courts


## Proposed Future Habitats

Central Grid Reference: SJ932231

### Key

 Site Boundary

### HABITATS

 Lowland meadows

**Mowing-** The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15<sup>th</sup> of July and 15<sup>th</sup> of August. Cuttings must be removed from the site to prevent nutrient enrichment.

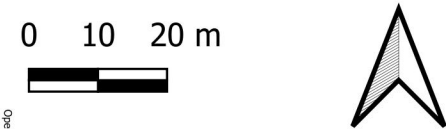
**Removal of undesirable species-** Through a combination of topping (using machinery) and manual removal of roots by hand. Undesirable species need to account for less than 5% of the habitat cover of each parcel.

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**Mowing-** The site will require regular management to allow the range of species introduced to develop. This includes a series of cuts throughout the year to maintain a sward of around 10-30cm tall. The only time where cutting should not occur is between May and mid-July. A cut should occur after this time between 15<sup>th</sup> of July and 15<sup>th</sup> of August. Cuttings must be removed from the site to prevent nutrient enrichment.

**Removal of undesirable species-** Through a combination of topping (using machinery) and manual removal of roots by hand. Undesirable species need to account for less than 5% of the habitat cover of each parcel.



## Site 10: Corporation Street Bowling Green



### Proposed Future Habitats

Central Grid Reference: SJ929233

### Key

 Site Boundary

### INDIVIDUAL TREES

-  Existing Medium Urban Tree
-  Existing Small Urban Tree

### HABITATS

 Lowland meadows

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**Agenda Item 4(c)i****Events Policy 2025-2030**

<b>Committee:</b>	Cabinet
<b>Date of Meeting:</b>	24 July 2025
<b>Report of:</b>	Deputy Chief Executive - Place/Head of Operations/ Head of Wellbeing
<b>Portfolio:</b>	Leisure Portfolio

---

**1 Purpose of Report**

- 1.1 To update Cabinet on the current position around events.
- 1.2 For Cabinet to consider the report and the recommendations contained within it and to approve the Events Policy 2025-2030.

NB: Cabinet to note the report only relates to events or activities on assets/land owned by the Council and/or those under the Council's assigned management responsibility. This policy will also apply in part to events that are organised by the Council itself.

**2 Recommendations**

- 2.1 Cabinet approves the Events Policy 2025-2030 and associated processes and procedures, as outlined in **APPENDIX 1**.
- 2.2 Cabinet approves the implementation of the Events Policy 2025-2030 from 1 September 2025 and delegates authority to the Head of Operations/Head of Wellbeing/Deputy Chief Executive (Place), in consultation with the Portfolio Holder for Leisure, to review, make any changes, amendments, or updates to the policy, as necessary during the period, including as part of a first anniversary review.
- 2.3 Cabinet approves delegated authority to the Head of Operations/Head of Wellbeing/Deputy Chief Executive (Place), in consultation with the portfolio holder for Leisure, to make decisions around events, including funding (where available) and delivery.
- 2.4 Cabinet notes that events and events promotion is a non-statutory function and that there is currently no additional dedicated revenue funding in place for events.

- 2.5 Cabinet notes all relevant fees and charges as outlined under the Events Policy 2025-2030, are reviewed and updated as part of the annual Council budget setting process.

### **Reasons for Recommendations**

Establishing a robust policy and set of procedures, such as those laid out within the Council's Events Policy 2025-2030, provides event organisers, partners, stakeholders, elected members, and officers, clarity around the Council's events management framework, and its expectations relating to events being held on, or within, its land and assets.

## **3 Key Issues**

- 3.1 An established, comprehensive, and diverse, events programme for the Borough presents many different opportunities and challenges; notwithstanding budget, resource, and officer capacity. Due to the increasing profile and perceived importance of events, and as the Borough begins its wider transformation programme of investment, including Stafford Town Centre, an all-inclusive approach to events was considered necessary.
- 3.2 In addition to the above, events, especially those at scale, require a large amount of planning and input from event organisers, officers, and partner agencies, such as police, fire, and ambulance services, due to the inherent health, safety, and welfare risks they can pose.

## **4 Relationship to Corporate Priorities**

- 4.1 The Events Policy 2025-2030 is related and helps to support each of the Council's four Corporate Priorities, via various methods, with the Corporate Priorities for 2025/26 - 2028/29 being:
- A Prosperous Economy
  - Communities and Wellbeing
  - Environment/Climate Change and Nature Recovery
  - A well-managed Council.

## **5 Report Detail**

- 5.1 Whilst many of the larger regular events are contracted out to be undertaken by the Council's leisure service provider, many, including some, other larger, smaller, and one-off events, are not. As part of the future redevelopment plans for the Borough, including Stafford Town Centre, there is also the potential for the creation of an increased events programme, subject to appropriate levels of resourcing.
- 5.2 This report and the Council's Events Policy 2025-2030, only covers events on or in Council owned land and assets.

- 5.3 There is currently no budget to lead on delivery across the Council for additional corporate events such as community awards; opening events for capital development projects (such as Westbridge Park); and/or any other community and celebration events.
- 5.4 There are several distinct and clear advantages in having a comprehensive and robust events management framework, events programme, and resources to deliver it, not just in terms of the economic impact and outcomes but also for strengthening relationships with businesses, the education sector, community, and voluntary groups. The delivery of a successful events programme contributes to a thriving Place, but this comes with a revenue budget cost.
- 5.5 The future running, management, and delivery of events, requires driving by a comprehensive framework approach, which is both clear and transparent. The Events Policy 2025-2030 has been designed to guide event decisions, implementation, and delivery of events in such a way.
- 5.6 The Council's approach to events it hosts, and its Events Policy 2025-2030, has a firm focus on the impacts and outcomes of those events. It will also look to avoid duplication, oversaturation, and events that do not in its opinion contribute to the wider objectives of the Council's Corporate Plan.
- 5.7 The Council will assess events on a case-by-case basis, as laid out within the Events Policy 2025-2030 and associated procedure documents and may at times use a bespoke approach to protect the environment and/or individual assets or land belonging to the Council, should it be felt necessary. For example, it may not permit certain assets, such as grass land, parks, or wild areas to be used for certain types of events, or at certain times of the year.
- 5.8 The paramount importance of working with event organisers, key stakeholders, community groups, forums, and the open market, etc, is recognised by the Council. It is considered that through wider collaboration with the above that other revenue/income generation opportunities can be explored, such as private sector funding and event delivery.
- 5.9 Effective communications around events are seen as key by the Council in their organising, planning, management and promotion. This will continue to be integral to the Council's approach and will be built upon wherever possible, while seeking to achieve the correct balance.
- 5.10 In keeping with the current position and Events Policy 2025-2030, the Council will continue to integrate its wider approach to larger scale events with its current leisure service provider and partner, Freedom Leisure.

- 5.11 As part of the Events Policy 2025-2030, several website pages have been created containing events management information. The pages have been designed to offer a wealth of information in an electronic format around events, and include important information and advice, and links to, the application process, partner websites, and the legal requirements for event organisers, etc.

## **6 Implications**

### **6.1 Financial**

There are no direct financial implications within the report or in the adoption of the Events Policy 2025-2030.

However, it should be noted, that should the Council wish to extend its events programme and/or opportunities, any further than 'as-is', there will be an additional establishment resourcing requirement. Any additional resource requirement will have to be considered as part of the annual budget setting process.

At present, and in the main, other than for Civic events, the Council is reliant upon its partners and external event providers to undertake events across the borough. The Council does not have a budget allocated to holding any additional events and any additional events currently have to be externally funded.

Regardless of whether the Council decides to increase its events programme or not, the cost of holding events is likely to rise due to the heightened requirements placed upon the Council, as both a venue owner and an event organiser, such as by The Terrorism (Protection of Premises) Act 2025 (Martyn's Law). This increased cost is likely to come in three forms; additional cost of extra security measures for the event, additional officer capacity in checking event applications contain suitable mitigation detail, and in the purchase of new security event equipment, such as vehicle mitigation measures. These costs will be found from within existing budgets or may have to be subject to a further report to cabinet.

There is a limited opportunity to generate income from events, such as via booking fees, charges, cost recovery, and sponsorship opportunities, however, it is accepted that event income is unlikely to match expenditure, unless undertaken on a highly driven commercial basis.

### **6.2 Legal**

While there are no direct legal implications contained within this report and in the operation of the Events Policy 2025-2030, the policy helps to establish the Council's position and sets the standard and requirements across several important areas, such as health, safety, and welfare of individuals.

The adoption and correct operation of the Events Policy 2025-2030 will help to protect the Council, event organisers, and event goers in the future.

### **6.3 Human Resources**

The report and the adoption of the Events Policy 2025-2030 has no direct human resource implications. Event management is currently covered by a selection of officers from across the Council due to its specialist professional requirements. However, day-to-day event management tends to be covered by only two officers working in different areas on different types of events, the Markets and Events Officer (Operations) and the Leisure Officer (Wellbeing). It should be noted that event management is only a small part in both officers' substantive roles and their capacity for expansion is extremely limited. It is planned to review events management as part of the shared service restructure in Operations, however, that has been delayed by local government reorganisation.

Should the Council wish to extend the events programme in the future it is considered that additional resourcing to manage events may be required. This requirement, should it arise, will be covered in a separate report.

### **6.4 Risk Management**

While wishing to encourage the right type of events into the right areas, the Events Policy 2025-2030 was still created with a focus around risk management and mitigation, not only for the Council but for event organisers, the public, and other stakeholders. It is heavily biased towards health, safety, and welfare requirements to effectively manage risk. It contains strong, up-to-date links to current legislation, such as Martyn's Law and the work of partners, such as the Safety Advisory Group (SAG).

### **6.5 Equalities and Diversity**

Good event management practice and events should, and do, promote equality, diversity and inclusion. Through the Events Policy 2025-2030 the Council will help to ensure the above.

### **6.6 Health**

Events can be used as a great way to encourage and promote good social, physical, and mental health, at all levels and ages. The Events Policy 2025-2030 makes direct reference to the impact of good quality events to improve health outcomes.

## **6.7 Climate Change**

The Events Policy 2025-2030 helps to formalise the Council's environmental position around events and the importance of considering their environmental impact. Climate change, nature recovery, and the environment are covered within the policy's vision and remain as a theme throughout.

## **7 Appendices**

**Appendix 1:** Events Policy

## **8 Previous Consideration**

None

## **9 Background Papers**

None

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**Ward Interest:** All

**Report Track:** Cabinet - 24 July 2025 (Only)

**Key Decision:** No



# Events and Festivals Policy

## 2025 - 2030



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## 1. Purpose

The Events and Festivals Policy 2025-2030 (Events Policy) has been created to help event organisers, partners, and anyone with an interest in event management within Stafford Borough, to understand Stafford Borough Council's (SBC's) requirements around; its event application process; the health, safety and welfare of individuals visiting events; and the expected levels of event management.

The policy should also help the Council to provide a high-quality events programme, based around its assets, that maximises their social, economic, and environmental benefits.

The Events Policy 2025-2030 aims to provide a consistent, open, and transparent approach to the type and form of events that will be supported and encouraged throughout the period.

## 2. Background

There has been a long history and tradition within Stafford Borough of organising, hosting, and providing events throughout the years.

The Council hosts a number of Civic events, such as its Mayor Making and Remembrance Day Parades. The Council's Leisure Service provider also organises and hosts several large-scale events during the year, such as the Christmas Light Switch-On and the Stafford Half Marathon. The Council is incredibly proud of the ongoing support of its partners, event organisers, local businesses, town and parish councils, local charities, voluntary groups, and other organisations, for their work in putting on events each year throughout the borough.

SBC plays a valuable role in enabling, delivering, and facilitating events, including allowing the use of its assets by others. The success of the annual events calendar is only ever achieved through working closely with businesses, communities, stakeholders, and partners.

This Events and Festivals Policy - 2025-2030 (Events Policy) outlines the Council's approach to events moving forward. It is intended to deliver an agreed comprehensive approach to events, while still offering some level of flexibility.

The Council has dedicated an area of its website to events, where all initial information and contacts required by those looking to hold an event within the borough, can be found: <https://www.staffordbc.gov.uk/information-events-and-activities>

### 3. Definitions

Term	Definition
SBC	Stafford Borough Council
SCC	Staffordshire County Council
EMP	Event Management Plan
RAMS	Risk Assessments and Method Statements
SAG	Safety Advisory Group
Martyn's Law	The Terrorism (Protection of Premises) Bill 2024
Limited Community Impact	Where an event has a short-lived impact socially, economically and environmentally on the community
Partner Agencies	Organisations the Council works alongside in relation to event management and safety
Event Officer/Manager	A Council officer who has responsibility for event management on a regular basis and/or the management of an event space/s

### 4. Scope

It should be noted that this Events Policy relates to the hosting of events only on land or assets owned by SBC, as well as those under the Council's assigned management responsibility. This event policy and its associated event procedures are intended for a term of 5 years, subject to regular review within that time.

The policy does not apply to events held on private land or property within the borough, however, it may at times be referred to when the Council is called upon to take part in a multi-agency Safety Advisory Group's (SAG), to assist with event approval.

The Council will work closely with several key stakeholders and partners, including, it's leisure service provider, Stafford Town Centre Partnership, local businesses and groups, town/parish councils, and others, to ensure a comprehensive programme of events is delivered, with effective oversight and management.

### 5. Event Types

Events broadly fall into two categories:

- Community Events
- Business/Commercial Events.

#### Community Events

Community events are classified as, activities, festivals, or parades, organised by charities, not for profit community or voluntary groups, that directly benefit their communities. These do not provide commercial gain, or a significant marketing opportunity to its organisers or a profit-making organisation. Often, any financial gain

goes back to the organisation or charity to support future community programmes or community work.

Examples of a community event include:

- A park fun day, organised by a local town community organisation
- A fun run, organised by a local charity
- A town centre fete, organised by a local branch of an organisation, such as a Lions Club or a scout group.

## Business/Commercial Events

Business/Commercial events/activities are designed to operate at a profit; they may be ticketed and/or include other fees; or may be events that raise the marketing or sales profile of an organisation/s.

Examples of a business/commercial event include:

- Ticketed festival, theatre, music concerts, craft fairs
- Fun fairs and circuses
- Sporting events, such as triathlons, marathons, and cycle races
- Large scale national charity fundraising
- Corporate events and product launches.

## 6. Corporate Priorities

All Events should support one or more of the Council's Corporate Priorities, in some form or another, with those being:

- A Prosperous Economy
- Communities and Wellbeing
- Environment/Climate Change and Nature Recovery
- Effective Council

The following headings offer a breakdown of the types of events the Council will look to encourage throughout the life of this policy and which Corporate Priority they tend to support:

- **Business/Commercial Events**

Supporting a prosperous economy, local business, event management companies, etc., hold events that increase the day and nighttime economy and visitor numbers. These events often inspire or encourage others to do the same, helping to build on the ongoing growth and development of the Borough. These types of events tend to be run by businesses for profit making purposes, such as funfairs etc, and/or to raise their public profile.

- **Community, Health, Leisure, and Active Lifestyle Events**

These events support communities and wellbeing. They tend to be enabling events, put on by community groups that encourage participation, and positively contribute to the physical, mental and social wellbeing of the community, residents, and visitors to the Borough. In addition to the above they also increase community cohesion and resilience and will often fundraise for good causes, charities, or their own, or other local community groups.

- **Arts, Heritage, and Culture Events**

Stafford Borough has extensive history in its heritage, arts, culture, and architecture. Given the above and its status as an historic County Town, it attracts visitors from many different areas of the country and worldwide. The Council would like to positively encourage an increase in its arts, heritage and cultural events, by not just local, but regional, and national event organisers. This in turn should further contribute positively to the Borough's economic growth and development.

- **Environment and Climate Change Events**

As environment and climate change awareness grows, the Council is keen to include these types of events into its events calendar on a regular basis, regardless of their scale, large or small. These events help increase awareness further and support the Council's Environment/Climate Change and Nature Recovery Corporate Priority.

## 7. Application Process

To avoid disappointment and unnecessary work, we would recommend that the Council's events team should be contacted prior to the submission of an application to verify that the event venue and facilities are available on the proposed event date. Where a proposed event venue is deemed unacceptable, or dates are unavailable, the events team may be able to assist by offering suitable alternatives for consideration by the event organiser.

Guidelines for applications are given in Table 1. Below. It should be noted that larger, major events, could take between 6 to 12 months, or even longer, to organise and plan, so we would advise the below is seen as an absolute minimum when wishing to apply for an event, to avoid disappointment:

**Table. 1 - Event Planning Process**

Size	Event size (people per day)	Requirements	Initial application submission prior deadline	Estimated decision 'in principle' response
Small event	Up to 199	Without a road closure/premise license	2 months	25 working days

Size	Event size (people per day)	Requirements	Initial application submission prior deadline	Estimated decision 'in principle' response
	Up to 199	With a road closure/premise license requirement	3 months	25 working days
Medium event	Between 200 -799	Event with or without the requirement for a road closure/premise licence	4 months	25 working days
Large event	Over 799 people	Event with or without the requirement for a road closure/premise licence	6 months	Two months

The final approval for an event will only be given once the events officer / manager is satisfied that the event organiser has complied in full with the Council's requirements in relation to the event management planning process and the requirements of the Safety Advisory Group (if applicable).

If it is considered by the events officer or manager, that an event has been misrepresented during the booking process, the Council reserves the right to refuse or cancel the event booking.

## SBC Events Team

The events team will be chaired by the service manager responsible for events (events manager) and include the events and other relevant officers. The group will meet on a regular basis and will review the following:

- Events under consideration
- Acceptance and rejection of events
- Future approved events
- Events delivered
- Event delivery improvements
- Policy and procedure updates.

The proposed event information submitted as part of the application process will be reviewed by the events officer and team and if required passed to other officers within the Council. If deemed necessary, the information may also be passed onto the Safety Advisory Group for evaluation and comment.

All event applications will need to be made electronically via the Councils website and as outlined in the application process guidance.

There will be a two-stage application process:

1. Initial Event Application Form (Annex 1)
2. Full Event Application Form and Registration (Annex 2).

## Event Evaluation

Each application will be assessed thoroughly and evaluated by at least two officers from the Councils events team. This number may increase with the size and complexity of an event.

An event evaluation process will provide the basis for the assessment and decision-making around the proposed event.

The decision-making process for events covered within this policy will be solely made by the Council's events officer, event manager, events team / officers' group; and in certain circumstances in conjunction with the head of service and cabinet portfolio holder (see Governance item below).

Where applicable, the decision around allowing an event to take place will be heavily influenced by the advice received from the Council's partner agencies, acting on behalf of the Safety Advisory Group (SAG), e.g. Staffordshire Police, West Midlands Ambulance Service, Staffordshire Fire and Rescue Service, etc.

Further information on the application process is provided on the Councils website, helping to ensure an open and transparent process for event applicants.

## Key Headline Event Application Requirements

- The Council will work alongside event organisers that support its priorities, and especially those around establishing a high-quality sustainable programme of events.
- In addition to being sustainable, all activities should be able to demonstrate evidence of meeting at least one of the Council's four Corporate Priorities listed above.
- All applicants will need to read and thoroughly complete the Full Event Application Form, if successfully progressed through Stage 1 - Initial Enquiry.
- There will be a requirement for an Event Management Plan (EMP), Risk Assessment and Method Statements (RAMS).
- Where appropriate, event applications will be subject to consultation with partner agencies, relevant stakeholders and groups (Note: This may take up to 28 days).
- Some event organisers may be required to present their Event Management Plan and attend a Safety Advisory Group meeting, online or in person.

- Events will be required to comply, where relevant, with legal, licensing, insurance, health and safety, and other conditions, specific to the event, its size and location.
- All events will be required to comply with as applicable, the Events Industry Forum's Purple Guide, the Sports Ground Safety Authority Green Guide, and the Sustainable Event Guide 2025.

### Event organisers will be required to establish:

- their accountability for the event through their associated event management plan, which will be subject to the scale and complexity of the proposed event. Depending upon the nature of the event this may also have to include, traffic, crowd, and waste management planning, etc.
- open and honest dialogue with the Council and its partners throughout the pre-planning, delivery and post-delivery phases of the event.
- how the event will comply, where relevant, with legal (such as Martyn's Law), licensing, health and safety, and conditions specific to the event and its location.
- how the event will keep its environmental impact to a minimum.

## 8. Governance

The governance and decision-making process in relation to how we accept and process applications for events is given below.

Once an application is received, the Council's events team will review the initial request, check the date, and the suitability of the venue requested.

The event request is then referred for "approval in principle, subject to SAG advice" if required. The "approval in principle" will depend upon the size of event activity and details of the event.

All events, regardless of size may be referred by the Council to the county's Safety Advisory Group (SAG) if considered necessary by the Event Officer or others. The event sizes (no. x attendees) in Table 2 have been based around those designated within Martyn's Law. The table also includes the officer approval level required.

Table. 2 - Event Approval Table

<b>Events 0 - 199 attendees</b>			
<b>Event Size</b>	<b>Event Management Plan</b>	<b>Residents Impact Assessment</b>	<b>Officer Approval Level</b>
Events Below 100	Yes	No	Event Officer
Events Above 100	Yes	No - Notification of event only, if residents only impacted temporarily	Event Officer
<b>Events 200 - 799 attendees</b>			
Events with limited community impact	Yes	No - Notification of event only, if residents only impacted temporarily	Service Manager
Events with significant community impact	Yes	Yes	Service Manager and Event Team
<b>Events Above 800 attendees</b>			
Single Day Events	Yes	Yes	Service Manager and Event Team
Multi Day Events	Yes	Yes	Service Manager and Event Team
Single and Multi-Day Events (above 2,000 people per day)	Yes	Yes	Head of Service and Cabinet Member

## 9. Use of Council Land and Assets - Conditions, Fees and Charges

The Council will provide free advice and guidance to event organisers who wish to hold events on its land or use its assets.

There is currently no event application fee but there may be a requirement for an event organiser to contribute to any appropriate external costs associated with the Safety Advisory Group.

The Council has established fees and charges for the use of its land and assets. These fees and charges will be applied to all applicants to ensure a fair, open, and transparent process.

Conditions, and/or fees and charges, may be determined by size, location, hire period, time of year, classification, industry best practice and market comparisons.

A full list of event locations across the borough is available in the fees and charges schedule on the Council's website: <https://www.staffordbc.gov.uk/fees-and-charges>, along with all event-space hire costs.

In some instances, the Council will request a damage/deposit bond to cover any damage or repair to Council land or asset, and/or any infringement of the event's terms and conditions. Damage deposits amounts and detail will be discussed directly with the event organiser during the application process.

## 10. Event Management Best Practice

All events and festivals will be required to comply with event management or other such applicable legislation and recognised best practice. This will include guidance provided by the Health and Safety Executive, the Events Industry Forum's 'Purple Guide' and the Sports Ground Safety Authority (Green Guide).

The Purple Guide to Health, Safety and Welfare at Music and Other Events, produced by the Events Industry Forum can be found at: [www.thepurpleguide.co.uk](http://www.thepurpleguide.co.uk).

Managing crowds safely, A guide for organisers at events and venues (HSG154) by the Health and Safety Executive can be found at: <https://www.hse.gov.uk/entertainment/index.htm>.

Guidance on running an event safely, getting started, managing an event, after event, and planning for incidents and emergencies can be found at: <https://www.hse.gov.uk/event-safety/>.

When considering what medical / first aid cover is required for an event, the below webpage may be useful:

<https://www.allianceambulance.co.uk/browse/help-and-support/event-cover-help/event-guidelines>

Under the Crime and Disorder Act 1998, the Council has a statutory duty to work in partnership with agencies, such as the police, to reduce and prevent crime and disorder.

Statutory guidance issued under s29 of the Counter-Terrorism and Security Act 2015 makes explicit reference to the 'Use of local authority resources' and outlines expectations of partnership working and that, 'local authorities should ensure that publicly-owned venues and resources do not provide a platform for extremists and are not used to disseminate extremist views' through the establishment of a responsible booking policy for public venues.

In addition to the above, the Council may on occasions be required to act as the 'Responsible Person' for a qualifying premise, where an event has an attendance of over 800 people, as part of its duties as a landlord or landowner, with the event

organiser acting as the 'Relevant Person'. Further guidance will be made available if applicable as part of the event booking and Safety Advisory Group processes.

In order to deny extremist groups access to public owned venues and reduce the opportunities for them to disseminate their ideologies, the Council will not hire venues to any organisation or individual that has been banned or are proscribed. Equally, we will not accept events that incite or spread hatred or violence, or any breach of criminal or civil law.

The National Protective Security Authority (NPSA) has a wide range of protective security guidance relevant to public premises and events, which can be found at: <https://www.npsa.gov.uk/public-premises-and-events>

The Terrorism (Protection of Premises) Bill, also known as **Martyn's Law**, was included in the King's Speech on 17 July 2024, as part of the Parliamentary programme of legislation.

### Key Points:

- The law applies to a wide range of public spaces, including schools, town halls, and community centres.
- The goal is to protect the public by encouraging venues and event organisers to consider security risks and implement appropriate precautions.
- Venue operators are expected to determine appropriate procedures based on their specific circumstances and resources.

The legislation focuses on ensuring venues and events are prepared for potential terrorist attacks. It classifies premises and events into two tiers based on capacity, with the standard tier applying to premises with 200-799 attendees and the enhanced tier requirements applying to those with 800 or more attendees.

### Standard Tier:

- **Capacity:** 200-799 attendees.
- **Requirements:** Training, information sharing, preparedness plans, and simple, low-cost measures to enhance safety.
- **Focus:** Smaller premises where the emphasis is on preparedness and response to potential threats.

### Enhanced Tier:

- **Capacity:** 800 or more attendees.
- **Requirements:** Risk assessments, security plans, physical measures (like CCTV), and a vigilant security culture.
- **Focus:** High-capacity locations where a successful attack could have significant consequences.

Event Organisers should consider the risks around terrorist type events, as crowded places can become a potential target. There should be a pre-event risk assessment, and appropriate control measures should be implemented to reduce the risk, e.g. marauding knife attacks or use of a vehicle as a weapon. Where there is road traffic or vehicle access, organisers should consider the use of strategic placement of barriers and gaining specialist advice on hostile vehicle mitigation measures. Further guidance can be found at: <https://www.gov.uk/government/publications/terrorism-protection-of-premises-bill-2024-factsheets>.

Event staff should be trained and aware of how to identify suspicious behaviour and items. Staff should have carried out the 'act and scan' training provided for free by Protect UK which can be found at: <https://www.protectuk.police.uk/>

Staff and volunteers should be aware of how to report concerns and what actions they should take if a significant risk is identified. Event staff should also be visible and easily identifiable to event goers for reporting concerns.

## 11. Safety Advisory Group (SAG)

The purpose of the SAG is to consider both licensed and unlicensed events occurring in the area covered by it. The SAG will also consider any other event, as deemed appropriate and to share information and consult stakeholders, where there is a potential risk to the public. Further details can be found at: [Licensing - Safety Advisory Group \(SAG\) | Stafford Borough Council](#)

The Safety Advisory Group (SAG) has multi-agency representatives, from police, fire and ambulance service backgrounds etc., whose aim is to promote and ensure safety at public events. Event Organisers will be expected to actively participate in the SAG process as required. This includes adhering to event plans and/or details agreed with the SAG. Similarly, event organisers should comply with any instructions given by the Council. Failure to do so may result in an event being stopped or cancelled.

Where necessary and as advised, some Event Organisers may need to attend SAG meetings. The SAG is there to offer advice and guidance to the event organiser, and its members have a wealth of knowledge on events management. Their aim is to see great, well run, safe events, not to stop events from taking place.

Every event should have a Designated Safety Officer, and the Event Organiser will be required to provide evidence that they are complying with:

- All relevant health and safety legislation
- The Council's own health and safety policy and procedures.

If deemed necessary using predefined criteria, presentation of event safety documentation may be required at a SAG meeting/s. The SAG may also co-ordinate a post event safety debriefing, so that future events may be improved. Safety issues will be discussed with the Event Organisers so that risks can be reduced or removed, as the cancellation of an event is the last resort.

## 12.Licensing

In conformity of best practice and to facilitate cultural events and activities; defined as regulated entertainment under the Licensing Act 2003 the Council has licensed a number of the main open space locations and will waive associated fees at its discretion. Details of the Council's licencing can be found here:

<https://www.staffordbc.gov.uk/licensing1>

<https://www.staffordbc.gov.uk/business-licences-and-street-trading>

## 13. Environmental Impact Awareness

The Council will require all event organisers to consider the environmental impact of their event and apply best practice and sustainable measures for event delivery. The Environmental Protection Act 1990 specifies that events must not cause a nuisance to residents nearby. There is a legal responsibility to comply with this.

Examples of good practice when holding an event can be found in the following links:

<http://www.greenfuture.sg/wp-content/uploads/Green-Events-Guide.pdf>

<https://www.carbontrust.com/our-work-and-impact/guides-reports-and-tools/green-events-guide>

<https://20bedfordway.com/news/green-events/>

## 14. Waste, Recycling and Litter

For larger events, Event Organisers may be required or prefer to make their own arrangements as part of their event management planning. If this is the case the Event Organiser will be required to use a registered waste carrier. If carried out by the in-house team the commercial cost of waste collection and/or cleansing will be calculated on a case-by-case basis depending on the nature, location and duration of the event. While registered charities and non-profit making community groups may be offered a "charitable hire rate", costs will still be passed to the event organiser to ensure that there is no additional burden on the Council, on a full cost recovery basis.

See Item 9 above - Use of Council Land and Assets - Conditions, Fees and Charges.

## 15. Insurance

Event organisers are required to obtain and provide evidence, to the Council, of Public and Employers Liability Insurances (PL & EL), with an absolute minimum value of £5million, in accordance with national guidance, unless an alternative provision has been agreed by exception. This absolute minimum value will be reviewed on an individual event basis by the Council's Insurance and Risk Team.

For many events, the Council may require a higher value of insurance, dependent upon the event. Event Organisers will be responsible for ensuring that all third-party suppliers, contractors, and sub-contractors are also adequately insured.

## 16. Traffic Management and Parking

Traffic management and parking at events can involve increased levels of vehicular traffic. The SAG includes Staffordshire County Council (SCC) Highways team representatives, who can advise Event Organisers of traffic requirements that may need to be put into place. Event Organisers have a responsibility to notify and discuss traffic considerations with SCC Highways for any large event. Requests for road closures should be made via either SCC or the Council depending on the type and scale of the event. Car parking should also be considered and contact with the relevant organisations should be made prior to the event to discuss the requirement. When promoting events to the public, best practice suggests that event organisers should provide details of suitable car parking locations to help prevent traffic congestion and issues.

## 17. Highway Closures and Events

Should an event require a road closure, traffic or parking suspension, an application to the highway team is required to be undertaken by the Event Organiser. Full details on applying for a road closure for an event can be found at:

<https://www.staffordbc.gov.uk/road-closures-for-events>

## 18. Safeguarding Children and Adults

All event organisers, their employees, contractors and sub-contractors are required to comply with Stafford Borough's [Safeguarding Children and Vulnerable Adults at Risk of Abuse Policy](#) and Staffordshire County Council's Safeguarding Children and Adults Policy [Safeguarding Policy - Staffordshire County Council](#). All event organisers and promoters are required to provide evidence of procedures for dealing with lost children, and this should be included in the event management plan. The content of each event shall be considered by the Council, and an age limit should be agreed with the event organiser. These limits may be monitored by the Council and failure to comply with them may result in the closure of an event.

Event organisers should have a safeguarding plan or policy which indicates the relevant reporting procedures and guidance for staff members including outsourced contractors such as security staff and volunteers. Assurances that the event is safe for both children and vulnerable adults will be considered by the Council and SAG. There should be a responsible person for safeguarding at every event.

The event organiser must ensure that where necessary the appropriate licenses are applied for where children are performing and that they have the appropriate chaperone/supervision.

More information can be found at: <https://thecpsu.org.uk/resource-library/best-practice/events-held-in-public-parks-and-spaces/>

Consideration should be given to photography when the general public are in the area and its appropriateness, along with the potential use of subject photographic release agreements.

## 19. Marketing and Promotion

There are several websites with sections to upload events happening within Stafford Borough, that can be used free of charge. Social media posts are often reposted on various platforms and can be a great help to raise awareness of events. In addition, locations like tourist information offices have facilities for leaflets to be placed.

## 20. Flag Flying on Council Buildings and Flag Poles

The Council has several flag poles on its land and buildings. The main flagpole at the Civic Centre is normally retained for the flying of the Union and Borough flag only. The Union flag is flown on many occasions, including royal birthdays and civic days. The Borough flag is normally flown and flown at half-mast following the death of a serving Councillor or former Mayor.

## 21. Monitoring and Delivery

In extreme circumstances, the Council may consider it necessary to suspend or completely stop an event from taking place, either before or during the event, if it considers there is a significant risk to health and safety, or the event management plan is clearly not being followed, prior to or during the event. The decision to close and event may be taken by an Event Officer, a member of the Event Team or Head of Service or above.

## 22. Review of the Policy

All events are unique, therefore the challenges posed by each event are different. As events evolve and develop, it may be necessary for this policy and its relevant procedures to be amended accordingly.

The policy will be reviewed regularly. Minor changes will be considered by the Head of Service, in consultation with the relevant Portfolio Holder, and where major changes are considered necessary, the policy will be referred to a formal decision-making process.

## 23. Further Details

Annex 1 - EOI Form

Annex 2 - Full Application Form

## 24. Available Templates

Sample Event Management Plan

[www.staffordbc.gov.uk/safety-advisory-group-blank-event-management-plan](http://www.staffordbc.gov.uk/safety-advisory-group-blank-event-management-plan)

Sample Risk Assessments and Method Statement (RAMS)

[www.staffordbc.gov.uk/safety-advisory-group-risk-assessment-form-word-document](http://www.staffordbc.gov.uk/safety-advisory-group-risk-assessment-form-word-document)

**Agenda Item 4(d)i****UK Shared Prosperity Fund 2025-26**

<b>Committee:</b>	Cabinet
<b>Date of Meeting:</b>	24 July 2025
<b>Report of:</b>	Head of Economic Development and Planning
<b>Portfolio:</b>	Economic Development and Planning

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**1 Purpose of Report**

- 1.1 To update Members on the successful completion of the UK Shared Prosperity (UKSPF) programme for 2022-2025 and to update on the programme as agreed via Urgent Executive Decision on 28 April 2025.

**2 Recommendations**

- 2.1 That Cabinet note the success of the UKSPF 2022-25 programme and the impact the investments and interventions have had across the Borough.
- 2.2 That Cabinet note the content of the Urgent Executive Decision in respect of the UKSPF 2025-6 programme and delegations required to commence delivery (enclosed at **APPENDIX 1**) and notes the award to the Council of £1,528,851 of UKSPF and the associated £146,355 Rural England Prosperity Funding (REPF) for the period 1 April 2025 to 31 March 2026.
- 2.3 That Cabinet is asked to recommend to Council that the current Capital Programme is amended to accommodate the sum of £282,270 in respect of UKSPF and £146,355 in respect of REPF to ensure delivery of capital projects identified in the UKSPF programme 2025-6.
- 2.4 That Cabinet delegates authority to the Head of Economic Development and Planning in consultation with the Cabinet Member for Economic Development and Planning to take any associated decisions as required to ensure that the UKSPF programme is delivered on time and on budget, including, but not limited to:
- (i) Producing and submitting s151 Officer certified financial and output returns and monitoring and evaluation information as required to the Ministry for Housing, Communities and Local Government (MHCLG)

- (ii) Developing and commencing the commissioning of external projects to be funded by UKSPF and commence commissioning of Council led projects to be funded by UKSPF
- (iii) To work with the Head of Law and Governance to develop and produce any legal agreements required for external projects funded by UKSPF
- (iv) To continue the existing governance arrangements in respect of the UKSPF Board

### **Reasons for Recommendations**

- 2.5 Government announced in the autumn budget that the UKSPF programme would be extended by 12 months from 1 April 2025. Council allocations were provisionally announced in early March 2025 but only confirmed on 1 April 2025 once the 2022-25 programme was complete.
- 2.6 The way in which the UKSPF programme is administered has been modified for this extension period and the previously published Investment Plan is no longer a requirement of the scheme. Instead, MHCLG required all Councils to submit a forecast of their programmed spend by no later than 1 May 2025, meaning that an Urgent Executive Decision had to be sought to secure the funding.
- 2.7 As with the original scheme, a proportion of the funding is specifically for capital projects which requires a recommendation to Council to amend the existing Capital Programme.

## **3 Key Issues**

- 3.1 All monies allocated under the UKSPF programme (including those associated with the REPF) must be fully spent by 31 March 2026. As such, priority has been given to projects and investments with the lowest risks associated with delivery and to those projects that have a track record of meeting the criteria of the Fund.
- 3.2 As part of the risk management of the programme a number of 'reserve' projects have been identified and, should progress monitoring indicate that an area of spend is at risk of not being delivered, the alternative projects can be implemented.
- 3.3 The UKSPF scheme continues to require investments to achieve specific outputs and outcomes as a result of the funding and progress against these targets will continue to be monitored by the UKSPF Board.

## **4 Relationship to Corporate Priorities**

- 4.1 The UKSPF programme supports the Prosperous Economy, Communities and Wellbeing and Climate Change, Nature Recovery and the Environment Priorities within the Corporate Plan 2025-28.

## 5 Report Detail

- 5.1 The core objective of the original UKSPF scheme was to build pride in place and increase life chances across the country. Local authorities, working with partners and stakeholders, had the flexibility to target investment to local priorities and needs by focussing on three key themes. For Stafford Borough the applicable themes for the 2022-25 programme were Community and Place and Supporting Local Businesses. For each investment made the Council was required to monitor outputs and outcomes (the impacts and benefits) and to ensure all UKSPF eligibility criteria were met.
- 5.2 The original UKSPF allocation for Stafford Borough was £4,673,295 and a further £487,936 in respect of REPF both with a deadline for spending of 31 March 2025. Following the announcement in December 2024 that no financial commitments relating to UKSPF spend could carry forward into financial year 2025-26, projects that couldn't fully deliver on time were replaced with suitable alternatives. As a result only £28,121 of the UKSPF award was unspent by 31 March 2025, 0.6% of the total award. For REPF, £131,551 not being drawn down from Government for the reasons set out in 5.12. The range of impacts and benefits created as a direct result of Council intervention are wide ranging and, in many cases, exceed the forecasted outcomes. Looking first at the UKSPF investment priority 'Community and Place' a total of nine projects benefited from funding.
- 5.3 In Stafford town centre investment was focussed on both short and long term regeneration plans with funding enabling both the installation of new Christmas lighting and the purchase of the former Co-op. With over 10,000 people attending the Christmas Lights switch on event the redevelopment of redundant former retail premises in the high street needs to progress at pace to provide a town centre offer that brings people together throughout the year. By also funding the purchase of the former Co-op the Council were able to move quickly into demolition and creation of a cleared site - a strategy which is now generating significant interest from developers.
- 5.4 In Stone leisure facilities benefitted from investment in the form of solar panels on the roof of the Leisure Centre which brings both environmental and financial benefits over the long-term. The First Stone Scouts also received support with renovations to the building which keeps the facility in community use into the future and, along with Stone Canoe Club now have newly laid out car parks which formed part of a wider project enabling visitors to access the local amenities and wildlife. In Eccleshall, investment in new tennis courts prompted 20 new memberships at a volunteer led tennis club, the associated fees also supporting the financial sustainability of the club.

- 5.5 Culture and local history saw investment at Crown Wharf Theatre in Stone which supported the fit-out of the premises which also hosts community groups, societies and schools and offers a variety of volunteering opportunities and in Stafford the County Council's Staffordshire History Centre at Eastgate is now a popular venue for visitors, the opening due in part to the Borough's UKSPF investment.
- 5.6 Across the whole of the Borough, UKSPF has continued to support the Our Beautiful Borough website and social media platforms and therefore maintained the profile of the Borough to residents, businesses and visitors reaching over 1.8m people in a 12-month period.
- 5.7 Under the theme of Supporting Local Businesses a further six initiatives were supported with nearly £2.6m via a range of grant programmes, bespoke business support packages and capital investment in education provision. This varied programme was very well received by the business community and demonstrated the Council's ongoing commitment to a sustainable and innovative local economy.
- 5.8 125 businesses accessed the business support programme of workshops, peer support and grants, with a focus on the High Street in the latter stages of the scheme with the High Street Boost Grant developed in response to the workshop series also provided using UKSPF.
- 5.9 This area of investment also focussed support to businesses in terms of responding to climate change with the Green Solutions programme offering an energy efficiency review, access to carbon literacy training and a grant scheme. As a result of the Green Solutions Grant, nine businesses have been able to adopt new technologies to support improvement in this area.
- 5.10 Investment was also tailored to the rural business sector in the Borough with a feasibility study assessing the viability of a rural business hub and 52 businesses adopting a range of new or improved products or services as a direct result of UKSPF rural grant schemes.
- 5.11 The capital investment in education provision relates to the support provided to Newcastle and Stafford Colleges Group and the development of the Institute of Technology within the Stafford Station Gateway which is due to open to students this September.
- 5.12 Finally, REPF capital funding was split between Community and Business support. Community investment supported a family friendly cricket club in Forton, the Stone Heritage Centre which brings new use to the towns former fire station and parish facilities in Ranton and Broughton. The business strand of funding supported an additional eight rural businesses with projects ranging from electric vehicle charging points to solar panels and kitchen equipment. When considering the programme for 2025-26 Officers have reflected on the challenges with finding appropriate, eligible and deliverable community led

schemes as this resulted in £131,551 not being drawn down from Government.

- 5.13 Having delivered this range and scale of investment across the Borough and identifying where further support is needed, the announcement of an additional year of funding means that those interventions that were particularly successful or were unable to meet demand can continue to be supported. The draft programme for 2025-26 as submitted to Government in May 2025 had to be capable of completion no later than 31 March 2026. Scoping the programme therefore followed two core principles: are the proposed projects addressing an identified need thereby meeting UKSPF eligibility criteria and can the risk of delivery not completing on time be adequately mitigated to ensure total spend of the grant.
- 5.14 Whilst some areas of the administration of the UKSPF allocation have changed, particularly in terms of the need for an Investment Plan akin to that provided to Cabinet back in February 2023 for the original programme, the three priority areas remain the same - Communities and Place, Support for Local Business and People and Skills. Similarly, the REPF capital allocation focuses again on Community and Business. As discussed and agreed with the Leader of the Council and the Chair of the Economic Development and Scrutiny Committee prior to submission to MHCLG the investment for 2025-6 has been indicatively split across the priority areas as follows (this excludes the administration element of the programme):

<b>Communities and Place</b>	<b>Support for Local Businesses</b>	<b>People and Skills</b>
35%	45%	18%

- 5.15 The schedule of projects as set out in **APPENDIX 2** is the preferred programme for investment as submitted to MHCLG. As with the original programme, Members should note that due to the nature of project delivery there is a need to be flexible and respond to challenges quickly to ensure that no funding is unspent at 31 March 2026. As such the delegations recommended in 2.4 enable officers to deal with any emerging issues promptly and reduce the risk of underspend.
- 5.16 Members are asked to note that the final monitoring return for the 2022-25 programme was submitted to Government and no queries around the spend have been raised to date. This is relevant as the award of monies for 2025-26 takes into account any unspent monies as at 31 March 2025. The Council have been notified by MHCLG that payment of the UKSPF and REPF 2025-26 allocations will be made by the end of June.

- 5.17 Delivery of the 2025-26 programme will be reported to and monitored by the existing UKSPF Board and quarterly progress reports will be shared with Cabinet and Economic Development and Planning Scrutiny Committee.

## 6 Implications

### 6.1 Financial

As set out in the report the Council was awarded an indicative allocation of £1,528,850 for UK Shared Prosperity fund. The UKSPF guidance allows for a proportionate percentage of the total allocation to be used for delivery of the projects, which the Council has initially set at 4% which would give an allowance of £61,150 over the life of the programme. The submitted investment programme proposes the following spending profile (including administration grant):

	Capital	Revenue	Total
	£	£	£
2025/26	282,270	1,246,580	1,528,850

The entirety of the REPF allocation will be for capital projects, with individual projects being reviewed prior to award to ensure no revenue spend is included.

The funding will be spent in accordance with the Council's financial regulations and financial monitoring reports will be taken from the Council's finance system to enable completion of the financial aspects of the grant claims.

### 6.2 Legal

Depending on how the UKSPF monies are utilised, the Subsidy Control Act 2022 may have effect. The Subsidy Control Act 2022 came into force on 4 January 2023. The provisions of this Act have to be considered if the Council is giving a "subsidy". The Act defines a "subsidy" as financial assistance which is:

- given directly or indirectly from public resources by a public authority
- confers an economic advantage on an enterprise
- is specific, i.e., benefits one enterprise over another
- has, or is capable of having, an effect on the UK or a territory outside the UK

If the Council is giving a subsidy then it must demonstrate it has considered and complied with the "subsidy control principles" of the Act. The Council must not give a subsidy unless satisfied that the subsidy is consistent with those principles.

Subsidies that do not exceed £315,000 over a three-year period are not subject to the subsidy control requirements of the Act. It is important to note that in all cases where a subsidy is more than £100,000 the Act requires details of the subsidy to be published on a public database, run by the Government Department for Business and Trade (DfT).

It is critical that the Council complies with the provisions of the Act in cases where it is giving subsidies. Failure to comply could lead to a challenge by an interested party via the Competition Appeal Tribunal, and the Tribunal has powers to set aside the Council's decision to award the subsidy and to make a recovery order, requiring the Council to recover some or all of the subsidy from the beneficiary. The deadline for bringing a challenge is one month from when details of the subsidy are uploaded to the public transparency database.

## **6.2 Human Resources**

None

## **6.3 Risk Management**

A risk register for the programme will be monitored via the existing UKSPF Board. Within that, Members attention is drawn to the red risks as follows.

The greatest risk associated with this programme is that failure to fully spend all of the grant award by 31 March 2026 would result in unspent monies being returned to Government. In turn this may impact on future funding awards. To mitigate this risk projects within the programme have been reviewed in terms of the factors that may lead to delayed delivery and priority has been given to those projects with a proven track record. Continual monitoring of progress will highlight any emerging issues and whether any of the projects require additional support or a revisiting of the brief to ensure delivery.

Similarly, failure to meet the eligibility criteria of the UKSPF programme as set out by Government could lead to cost implications for the Council. To minimise the likelihood of this every project is assessed prior to inclusion in the programme to ensure that all requirements are met.

## **6.4 Equalities and Diversity**

An Equalities Impact Assessment forms part of the administration of the funding.

## **6.5 Health**

Investments within the 2025-26 programme have been targeting towards leisure and recreation facilities to support healthy lifestyles.

## 6.7 Climate Change

The programme for 2025-26 earmarks £50,000 for feasibility work related to climate change and areas of the business support allocation will also contribute towards positive changes within that sector.

## 7 Appendices

Appendix 1: Urgent Executive Decision

Appendix 2: Indicative UKSPF Programme 2025-26

## 8 Previous Consideration

Cabinet 9 February 2023

## 9 Background Papers

[www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus](https://www.gov.uk/government/publications/uk-shared-prosperity-fund-prospectus)

**Contact Officer:** Michelle Smith

**Telephone Number:** 01785 619 335

**Ward Interest:** All

**Report Track:** Cabinet 24 July 2025

Council 9 September 2025

**Key Decision:** Yes

**STAFFORD BOROUGH COUNCIL: URGENT EXECUTIVE DECISION**

<b>Service Area: Economic Development and Planning</b>																			
<b>Brief description of the Decision:</b> <p>Approval of the UK Shared Prosperity Fund (UKSPF) and Rural England Prosperity Fund (REPF) Projects Allocations for financial year 2025/6 to enable submission of the programme to MHCLG on 30 April 2025 and commence delivery in line with delegations for the previous programme.</p> <p>The proposed programme of projects is appended to this decision form.</p>																			
<b>Nature of Urgency:</b> <p>MHCLG have advised all programme information must be submitted no later than 30 April 2025 to enable drawdown of the funding.</p>																			
<b>Options considered</b> <p>Not submitting the programme until after Cabinet have met to consider the detail - funding may be withdrawn or reduced as a result and the delivery timescale for the projects would reduce to 10 months as all funds must be fully spent by 31 March 2026.</p>																			
<b>Rationale of Decision</b> <p>Proceeding will enable to Council to maximise the time available to spend the grant, guarantee the full draw down of funding and enable best use of the fund. The projects identified have all been assessed as eligible within the UKSPF criteria.</p>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="4" style="padding: 5px;"><b>Decision Making Body in accordance with Constitution Function</b></th> </tr> <tr> <th style="width: 25%; padding: 5px;"><b>Delegation</b></th> <th style="width: 25%; padding: 5px;"><b>Key Decision</b></th> <th style="width: 25%; padding: 5px;"><b>General</b></th> <th style="width: 25%; padding: 5px;"><b>Confidential</b></th> </tr> <tr> <td style="padding: 5px;">Council</td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Cabinet</td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> </table>				<b>Decision Making Body in accordance with Constitution Function</b>				<b>Delegation</b>	<b>Key Decision</b>	<b>General</b>	<b>Confidential</b>	Council				Cabinet			
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Council																			
Cabinet																			
<b>Estimated value of additional incurred:</b> <p>N/A</p>																			
<b>Period of time decisions refers to:</b> <p>The MHCLG return must be completed by 30 April 2025.</p>																			
<b>Funding available:</b> <p>All funding proposed for allocation is provided via the UKSPF grant totalling £1,528,851 (UKSPF) and £146,355 (REPF).</p>																			

**A copy of the completed form must be sent to the  
Head of Law and Administration**

**Appendix 1**

<b>Consultees</b>	<b>Signature</b>	<b>Date</b>
Head of Service		
Monitoring Officer:		
Section 151 Officer:		
Cabinet Member*:		

<b>Proposed date of meeting to report decision</b>	
<b>Body</b>	<b>Date</b>
Cabinet	

<b>Urgency Approved by</b>	<b>Signature</b>	<b>Date</b>
Chief Executive		
Leader of the Council		
Scrutiny Chair		
2 <sup>nd</sup> Scrutiny Member		
3 <sup>rd</sup> Scrutiny Member		

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UKSPF Programme/Project	Delivery Lead	UKSPF Investment Priority	UKSPF Theme	UKSPF Sub-Theme	Amount	Notes
Beat the Cold	SBC	Communities and Place	Healthy, Safe and inclusive Communities	Healthy: Improve Health and Wellbeing	£16,500	New commitment; existing budget has ended
Leisure Service Improvements	SBC/FL	Communities and Place	Healthy, Safe and inclusive Communities	Healthy: Improve Health and Wellbeing	£200,000	Improvements to strengthen re-tender of leisure contract - amount can be reduced if needed
Rowley Park	SBC	Communities and Place	Healthy, Safe and inclusive Communities	Healthy: Improve Health and Wellbeing	£100,000	Other smaller play areas also requiring funding if broader allocation required
UKREiif	SBC	Communities and Place	Thriving Places	Improvements to Town Centres and High Streets	£8,000	No existing budget but costs already known
Stafford Town Centre Regeneration	SBC	Communities and Place	Cross Cutting	Cross Cutting	£150,000	Currently at procurement
Building Skills in Technology, Innovation and Engineering	NSCG	People and Skills/Supporting Local Businesses	Skills/Support for Business	Employment Related Skills/Business Sites and Premises	£273,000	Proposal received
Green Solutions - Training and Grants	SCC	Supporting Local Business	Support for Business	Advice and Support to Business	£160,800	Proposal received
Growth Hub	SCC	Supporting Local Business	Support for Business	Advice and Support to Business	£37,000	Extension from 24/5, proposal received
Events	SBC	Supporting Local Business/Communities and Place	Thriving Places	Development of the Visitor Economy	£30,000	Stafford town centre events
Climate Change	SBC	Community and Place	Cross Cutting	Cross Cutting	£50,000	Feasibility studies
Our Beautiful Borough	Verso	Supporting Local Business	Support for Business	Advice and Support to Business	£18,000	Extension from 24/5, proposal received
Net Zero	Keele	Supporting Local Business	Support for Business	Advice and Support to Business	£75,000	Proposal pending
High Street Boost	Good 2 Great	Supporting Local Business	Support for Business	Advice and Support to Business	£25,000	Extension from 24/5, proposal received
Business Support	SBC	Supporting Local Business	Support for Business	Advice and Support to Business	£324,000	To be spent by SBC officers as a fall back position using pipeline of grant applications
Admin Fee (4% of total)	SBC				£61,154	
Revenue					£1,246,577	
Capital					£282,274	
<b>Total to Allocate</b>					<b>£1,528,851</b>	
<b>Allocated</b>					<b>£1,528,454</b>	
<b>Left to Allocate</b>					<b>£397</b>	

REPF Programme/Project	Delivery Lead	UKSPF Investment Priority	UKSPF Theme	UKSPF Sub-Theme	Amount	Notes
REPF Grants Scheme	SBC	Supporting Local Business	Support for Business	Advice and support to business	£140,500	Must be capital; pipeline of grants from previous scheme
Admin Fee (4% of total)	SBC				£5,855	
<b>Total to Allocate</b>					<b>£146,355</b>	
<b>Allocated</b>					<b>£146,355</b>	
<b>Left to Allocate</b>					<b>0</b>	

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## UK Shared Prosperity Fund 2025-26: Appendix 2 Indicative Programme

Programme/Project	UKSPF Investment Priority	Revenue	Capital
Beat the Cold	Communities and Place	£16,500	
Leisure Service Improvements	Communities and Place	£152,730	£47,270
Rowley Park	Communities and Place		£100,000
Stafford Town Centre Regeneration	Communities and Place	£158,000	
Building Skills in Technology, Innovation and Engineering	People and Skills/Supporting Local Businesses	£138,000	£135,000
Green Solutions - Training and Grants	Supporting Local Business	£160,800	
Growth Hub	Supporting Local Business	£37,000	
Events	Supporting Local Business/Communities and Place	£30,000	
Climate Change	Community and Place	£50,000	
Our Beautiful Borough	Supporting Local Business	£18,000	
Net Zero	Supporting Local Business	£75,000	
High Street Boost	Supporting Local Business	£25,000	
Business Support	Supporting Local Business	£324,400	
Administration		£61,150	
<b>Total</b>		<b>£1,246,580</b>	<b>£282,270</b>