

AGENDA

CABINET

MONDAY, 13 JULY 2026

2.00 PM

**COUNCIL CHAMBER, FENLAND HALL,
COUNTY ROAD, MARCH**

Committee Officer: Linda Albon
Tel: 01354 622424
e-mail: memberservices@fenland.gov.uk

- 1 To receive apologies for absence
- 2 Previous Minutes (Pages 3 - 6)

To confirm and sign the minutes of 15 June 2026.
- 3 To receive members' declaration of any interests under the Local Code of Conduct or any interest under the Code of Conduct on Planning Matters in respect of any item to be discussed at the meeting
- 4 To report additional items for consideration which the Chairman deems urgent by virtue of the special circumstances to be now specified
- 5 Annual Report 2025/26 (Pages 7 - 28)

To present the Annual Report of the Council for Cabinet to note the achievements made in delivering the Council's corporate priorities in 2025/26.
- 6 Revenue and Capital Outturn 2025/26 (Pages 29 - 38)

To inform Cabinet of the income and expenditure (known as 'Outturn') for the Council for 2025/26 and reasons for variations.
- 7 Housing Enforcement Section 113 Agreement (Pages 39 - 68)

To recommend to Council to approve entry into a Section 113 agreement with Cambridgeshire County Council to assist delivery of the Council's approved Housing Enforcement Policy for Fenland.

8 Wisbech High Street Update (Pages 69 - 74)

To provide a monthly update regarding the pre-construction design and planning work for 11-12 High Street, Wisbech and associated funding opportunities

9 Constitutional Changes (Pages 75 - 78)

For Full Council to approve proposed changes to the Constitution as set out in paragraph 2.1 of Article 4.

10 Draft 6 Month Cabinet Forward Plan (Pages 79 - 80)

For information purposes.

11 Items which the Chairman has under item 3 deemed urgent

Friday, 3 July 2026

Members: Councillor C Boden (Chairman), Councillor Mrs J French (Vice-Chairman), Councillor G Christy, Councillor S Count, Councillor Miss S Hoy, Councillor S Imafidon, Councillor Mrs D Laws, Councillor C Seaton, Councillor S Tierney and Councillor S Wallwork

CABINET



MONDAY, 15 JUNE 2026 - 4.00 PM

PRESENT: Councillor C Boden (Chairman), Councillor Mrs J French (Vice-Chairman), Councillor G Christy, Councillor Miss S Hoy, Councillor Mrs D Laws, Councillor C Seaton, Councillor S Tierney and Councillor S Wallwork

APOLOGIES: Councillor S Count and Councillor S Imafidon

Councillor Boden apologised that the meeting was a few minutes late in starting.

CAB1/26 PREVIOUS MINUTES

The minutes of the meeting of 18 May 2026 were approved and signed.

CAB2/26 APPOINTMENT TO OUTSIDE BODIES

Members considered the Outside Bodies 2026/27 report presented by Councillor Boden.

Proposed by Councillor Boden, seconded by Councillor Mrs French and AGREED to:

- **the appointments set out in Appendix A**
- **note where requirements to provide representatives to outside bodies cannot currently be filled.**
- **delegate to the Corporate Director and Monitoring Officer in consultation with the Leader of the Council and group leaders the addition or deletion of outside bodies as the need arises during the municipal year and appointment to vacancies on outside bodies during the municipal year.**

CAB3/26 PROCUREMENT OF CLEANSING SERVICES

Members considered the Replacement of Cleansing Services report presented by Councillor Boden.

Proposed by Councillor Boden, seconded by Councillor Mrs French and AGREED to:

- **continue to participate in the joint procurement process with Cambridgeshire County Council for the cleaning of Council buildings for the term set out in paragraph 1.2 of the report, commencing from 1st April 2027, and**
- **delegate to the Corporate Director and Section 151 Officer the execution of any and all legal and financial documentation required to enter into the arrangements as set out in the report.**

CAB4/26 REFUSE VEHICLE REPLACEMENT 2026

Members considered the Refuse Vehicle Replacement report presented by Councillor Tierney.

Members commented as follows:

- Councillor Tierney advised that some vehicles are now reaching the point where there is a risk of break down, which would catastrophically affect services. Also, whilst people might think replacing the vehicles should be left to the new authority following Local Government

Reorganisation (LGR), he would say that taxpayers will not be short changed because they will still get the benefit of the new vehicles, all that will happen is they will move over to the new service who will use them in the same way. They will not be required until next year but by putting the order in now FDC are trying to make sure everything rolls smoothly.

- Councillor Seaton said that FDC has a great reputation for its refuse collection, he agrees that the vehicles need replacing and he fully supports the proposal.
- Councillor Boden said following an earlier conversation with the S151 Officer he would like to put forward a potential amendment to the recommendations. He would like to add the words 'no earlier than' before 'April 2027', so Members would be agreeing to approve the immediate procurement of the four HGV vehicles for delivery no earlier than April 2027 as part of the ongoing fleet replacement plan. All members agreed to the addition to the recommendation.
- Councillor Mrs Laws asked if there will be any hold up with the order. Councillor Tierney said he hoped not but given what has happened with the delay in receiving vehicles for the new food waste service, they are being ordered in good time.

Proposed by Councillor Tierney, seconded by Councillor Seaton and AGREED to:

- **Approve the immediate procurement of the 4 HGV vehicles for delivery no earlier than April 2027 as part of the ongoing Fleet Replacement Plan.**
- **Approve the delegation of the procurement of these vehicles to the corporate director with responsibility for Environmental Services, through existing procurement frameworks or mini tender as required, in consultation with the Portfolio Holder responsible for street sweeping, recycling and refuse collection.**
- **Note that the Chief Finance Officer will determine the best value means of financing these necessary vehicles.**

CAB5/26 AMENDMENT TO THE COUNCIL'S HOUSING ENFORCEMENT POLICY

Members considered the Council Housing Enforcement Policy report presented by Councillor Christy.

Members commented as follows:

- Councillor Hoy said it would have been useful to view track changes within the report to see what has been updated and expressed her concern about renters reforms. Appreciating this is national policy that discourages direct discrimination, it is her view that indirect discrimination happens all the time, for example refusal to accept tenants on benefits or those with either children or pets etc. She said the point of legislation was to stop unscrupulous landlords but there are always those who will find ways to subvert the rules and this makes it harder for decent landlords who are, after all, providing a service. She agreed that the bad ones should be rooted out but the decent ones should be championed and supported. Meanwhile, at a future Cabinet meeting she would like an update on Article 4 because she has not seen any HMO planning applications submitted, which suggests it has either been 100% preventative or people are not bothering to apply for permission for an HMO. If it is the latter, this will mean a massive problem in undetected HMOs which needs to be addressed.
- Councillor Christy responded that he took the point about track changes. He agreed that the idea of legislation was to capture and clamp down on unscrupulous landlords and fears it could drive out decent ones due to the onerous amount of changes. However, without correct policies in place then the unscrupulous ones will find a way round and there will be no chance of prosecuting them.
- Councillor Boden said that officers already have a good success rate dealing with rogue landlords and need to be given all the tools they need to champion and support good landlords. It may be that some parts of the legislation are flawed but that is the law and it is appropriate and necessary for the Council to apply it. He also shared Councillor Hoy's concern that it could be counterproductive and make it more onerous for landlords to provide the service they do.
- Councillor Hoy said there never seems to be any punishment for bad tenants and sometimes the only recourse for landlords is the civil route. Councillor Christy agreed there is difficulty for

good landlords, and they do need protection from bad tenants.

Proposed by Councillor Christy, seconded by Councillor Mrs French and AGREED to adopt the Council Housing Enforcement Policy and the Civil Penalty Policy.

CAB6/26 DRAFT 6 MONTH CABINET FORWARD PLAN

The draft Cabinet Forward Plan was noted for information, subject to the following comments:

- Councillor Boden said in respect of Councillor Hoy's previous comment he will leave officers to consider when it will be appropriate to bring Article 4 before Cabinet.
- Councillor Hoy said she was happy to wait for that but asked that consideration be given more swiftly to an agenda item about Wisbech Port. Some of it may be confidential but other parts such as assurance that the port will remain open will be useful given recent media comments. Councillor Boden said that when there is any progress to be advised to members, he is sure that will come before Cabinet when appropriate to do so and agreed it is important for the public to be aware that a policy decision has been made that the Wisbech Port will remain an open port as long as Fenland District Council exists.
- Councillor Tierney expressed his frustration that it was being suggested in the media that the Council may wish to use the Port for incinerator waste which is most certainly not the case and that message needs to be conveyed to the public. Councillor Boden said that may be possible to make that point within the public part of the paper, but members need to be very careful about the commercial confidentiality of any discussions which may be going on or any arrangements which may be in place currently but agreed it was a very well-made point.
- Councillor Mrs French asked if Civil Parking Enforcement could come back to Cabinet before the end of the year for feedback on progression.
- Councillor Seaton asked for a discussion on the Fenland Inspire! projects once it is known for certain that LGR is going ahead.
- Councillor Hoy pointed out that there was supposed to be a standing item on Wisbech High Street and asked for it to be discussed at the next meeting.


CAB7/26 PREVIOUS MINUTES

The confidential minutes of the meeting held 18 May 2026 were approved and signed.

4.43 pm

Chairman

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Agenda Item No:	5	
Committee:	Cabinet	
Date:	13 July 2026	
Report Title:	Annual Report 2025/26	

Cover sheet:

1 Purpose / Summary

To present the Annual Report of the Council for Cabinet to note the achievements made in delivering the Council's corporate priorities in 2025/26.

2 Key Issues

The Annual Report of the Council 2025/26 sets out the Council's performance over the last year and demonstrates how our work aligns with the priorities detailed in our Business Plan. These priorities are designed to deliver outcomes that improve the quality of life for Fenland residents and are listed under the key headings of Communities, Environment, Economy and Quality Organisation.

The achievements outlined in the Annual Report are not exhaustive but reflect some of our successful projects and initiatives delivered over the last year.

From delivering reliable waste and recycling collections and supporting residents with housing needs to clean streets, well-kept open spaces, responsive customer service and ongoing regeneration, it offers a snapshot of the essential services that make a real difference to our communities.

Our work has also been shaped ongoing preparations for Local Government Reorganisation, the Government's national programme to change how councils are structured in England. We have continued to work closely with other councils to influence the proposals for reorganisation, plan for a smooth transition, and make sure that services continue without disruption. Whatever the final decision, our priority is to ensure that any new arrangements put in place by Government work in our communities' best interests.

In 2025/26, we froze our element of the Council Tax, following reductions in 2024/25 and 2023/24. In 2026/27, our portion was reduced – marking the eighth year running without a rise and demonstrating Members' long-standing commitment to keeping costs down for residents.

The report also provides an update on Fenland Inspire!, our Members' investment campaign aimed at enhancing sports, leisure, and heritage facilities across the district, as well as our ongoing Transformation Agenda which continues to modernise how we work, improve customer experience, and ensure our services are as accessible, efficient and resilient as possible.

3 Recommendations

It is recommended that Cabinet approves the Annual Report of the Council 2025/26.

Wards Affected	All
Forward Plan Reference	N/A
Portfolio Holder(s)	Councillor Boden, Leader of the Council Cabinet Members
Report Originator(s)	Paul Medd, Chief Executive Peter Catchpole, Corporate Director Carol Pilson, Corporate Director David Wright, Head of Policy & Communications
Contact Officer(s)	Paul Medd, Chief Executive Peter Catchpole, Corporate Director Carol Pilson, Corporate Director David Wright, Head of Policy & Communications
Background Papers	Business Plan 2025/26

Report:

1 [Reasons for Exemption]

1.1 N/A

2 BACKGROUND AND INTENDED OUTCOMES

- 2.1 The Annual Report of the Council 2025/26 summarises key examples of the Council's performance against each of our corporate priorities over the past year. This document is published and circulated on an annual basis to provide a summary of performance for councillors, customers and partners.
- 2.2 The achievements outlined in the Annual Report are not exhaustive but reflect some of our successful projects over the last year. Notable examples are given of how we have worked closely with the community and partners to tackle important local issues in a collaborative and efficient way.
- 2.3 In addition to other core priorities, Cabinet Members drove the assessment of the viability of, and, where appropriate, the progression of, a package of capital investment projects, billed 'Fenland Inspire!' projects, for delivery by 2028.

Progressing projects include:

- Wisbech Splash Pad
- Development of 11-12 High Street, Wisbech
- Floodlighting for Clarkson Memorial, Wisbech
- Leisure centre improvements, Chatteris and Whittlesey
- District-wide assessment of new play equipment
- Village green for Wimblington
- Fenland taking on Civil Parking Enforcement duties
- New synthetic turf pitches: Manor Field, Whittlesey and Barton Road, Wisbech

2.4 We also continued with delivering the second phase of our Transformation Agenda (TA2). Spanning across all services, TA2 reflected our Cabinet members' determination to meet the changing needs of our residents and communities while maintaining high service standards in a challenging financial climate. In total 92 recommendations have been put in place, helping to deliver £915,632 in financial savings and ongoing benefits for our residents.

2.5 The Council continues to deliver high quality services and effective projects within each of its corporate priorities. Key examples include:

Communities - highlights

2.6 We enabled residents to claim the Council Tax Support and Housing Benefit they're entitled to and remained focused on keeping the time to progress claims down.

2.7 Through the Cambridgeshire Fraud Hub collaboration with partners, almost £600,000 of invalid claims for Council Tax Support and discount claims were identified and pursued.

2.8 Using our housing powers, we improved the condition of private rented homes as part of our strategy to meet housing needs, prevent homelessness and reduce rough sleeping.

2.9 To assist in our aim of meeting housing needs, we brought 67 empty homes back into use.

2.10 We worked with partners to deliver a 'one stop shop' of support to residents in their times of need, initially through the successful Early Help Hub project, and then the WorkWell programme, providing support for people struggling to work due to health, which supported more than 700 people since launch in November 2025. As well as continuing to support the Integrated Care System to tackle local health and wellbeing priorities and provide information to help people make healthier choices.

2.11 We supported the creation of healthier communities through activities developed and delivered by Active Fenland and Freedom Leisure. This included a sixth year of growth in Freedom's Learn to Swim programme and around five per cent increase in visits to Fenland Freedom leisure centres.

- 2.12 We continued to support Fenland Community Safety Partnership in its objective to reduce crime and anti-social behaviour; work in partnership with the Police and Crime Commissioner and support the Fenland Diverse Communities Forum to deliver the Fenland-wide Community Cohesion Action Plan.
- 2.13 Our CCTV shared service continued to provide vital support to community safety across Fenland, assisting in 1,161 incidents. The team also provided out of hours emergency customer contact services, responding to 610 calls – an increase of more than 100 compared with the previous year.
- 2.14 We worked with local stakeholders to support and advise community groups to hold safe and successful public events, including bustling Fenland Four Seasons events in each of our towns.

Environment – highlights

- 2.15 Verified data, shows customers presented a total of 9,213 tonnes of materials for recycling, from which our contractor was able to sort 7,149 tonnes of materials for recycling.
- 2.16 Our Trade Waste and Recycling Service supported 654 businesses and generated a total invoiced income of £603,000.
- 2.17 Our Garden Waste service served 24,600 customers and generated a total of £1.2 million subscription income, covering the costs of providing the service and allowing the Council to continue to provide the garden waste service to those who choose to use it, without cost to those who don't.
- 2.18 We supported volunteer Street Pride groups and other volunteers, organisations and partners to help enhance and maintain Fenland through thousands of hours of community action. Street Pride groups held a total of 277 events.
- 2.19 The Council continues to maintain many open spaces across the district for the community to enjoy. Some 53 play areas are managed to allow families to enjoy the outdoors.
- 2.20 Our Environmental health also reviewed and provided statutory consultee feedback on five National Strategic Infrastructure Projects (NSIPs), including attending technical working groups, providing pre-application advice and critiquing planning consultation documentation. This work resulted in an additional air quality monitoring strategy and new monitoring equipment being installed in Wisbech, funded by the operators.
- 2.21 We also responded to more than 600 service requests for support with community issues such as noise, smoke and dust, assisting residents and helping to maintain a healthy environment.

Economy – highlights

- 2.22 Our South Fens Business Centre, Chatteris; The Boathouse, Wisbech, and light industrial estates continued to provide infrastructure to encourage investment, business development, job creation and skills diversification.

There was 100 per cent occupancy for all but South Fens Business Centre, which was 74 per cent.

- 2.23 We completed the redevelopment of the High Street 'gap' site in Wisbech. This project has closed off the eyesore gap in the historic High Street that was present for more than 40 years. The project also delivered several town centre flats managed with affordable rents.
- 2.24 We promoted sustainable road, rail and concessionary transport initiatives to improve access to employment and local services. And engaged with Cambridgeshire and Peterborough Combined Authority and Cambridgeshire County Council on the feasibility and delivery of road and rail infrastructure projects.

Quality Organisation – highlights

- 2.25 We collected over £77million in Council Tax and £31million in Business Rates. This plays a major part in funding the key services we provide to the community.
- 2.26 We continued our focus on customer service excellence developing opportunities for able residents to self-serve and access our services digitally 24 hours a day, creating capacity for us to provide greater support for vulnerable customers and complex queries.
- 2.27 Our website had over 20,000 online form submissions across 50 different topics.
- 2.28 We appropriately consulted with residents about our service and proposals as outlined in our Consultation Strategy and kept residents informed through social media, our website, newsletters, press releases and, where appropriate, more direct communication.
- 2.29 We carried out work to accord with the Elections Act requirement for postal voters to have reapplied since 2023. Around 11,000 voters were informed directly of the requirement. There was also a press release and social media posts. Around 4,000 postal votes were cancelled – some actively requested cancellations, while others did not respond to the communications or reapply.
- 2.30 Following the Annual Canvass 2025, the Register of Electors was successfully re-published in December, showing the electorate figure as 76,497.
- 2.31 We supported businesses to ensure compliance with a wide range of regulatory requirements, including through licensing, food and health and safety plans. We visited and worked with more than 300 businesses that prepare, store and sell food, and provided advice and guidance to support high food hygiene ratings. Where non-compliance was identified, we revisited to assist improvement.

3 REASONS FOR RECOMMENDATIONS

- 3.1 The Annual Report of the Council 2025/26 shows clear performance towards the achievement of our corporate priorities. It is only a summary document;

many more projects are ongoing that aim to improve quality of life for Fenland residents.

For Cabinet to note the achievements made in delivering the Council's corporate priorities and for Cabinet to approve the Annual Report of the Council 2025/26.

4 CONSULTATION

N/A

5 ALTERNATIVE OPTIONS CONSIDERED

5.1 No alternative options were considered as the Council has made an ongoing commitment to produce an Annual Report of the Council.

6 IMPLICATIONS

6.1 Legal Implications

6.1.1 There are no specific legal considerations connected with the content of this report.

6.2 Financial Implications

6.2.1 The Annual Report 2025/26 sets out high level corporate achievements that are linked to the priorities in our business plan which are reflected in the Council budget.

6.3 Equality Implications

N/A

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Fenland District Council Annual Report 2025/26



CONTENTS

- Introduction
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- Fenland Inspire!
- Transformation
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- Our priorities: Environment
- Our priorities: Economy
- Our priorities: Quality Organisation



INTRODUCTION

Welcome to Fenland District Council's Annual Report for 2025/26

Everything we want to achieve for Fenland starts with a simple ambition: to make our district a place where people feel supported, valued and proud to live.

Over the past 12 months, that ambition has continued to guide our work – from delivering quality services that strengthen our communities and helping the most vulnerable, to investing in our towns and villages. And all while keeping our Council Tax down.

It has also shaped our ongoing preparations for Local Government Reorganisation, the Government's national programme to change how councils are structured in England.

From April 2028, the seven existing county, district, city and unitary councils in Cambridgeshire and Peterborough will be replaced by a smaller number of new 'unitary councils', each responsible for providing all local services.

We have worked closely with other councils to influence the proposals for reorganisation, plan for a smooth transition, and make sure

that services continue without disruption. Whatever the final decision, our priority is to ensure that any new arrangements put in place by Government work in our communities' best interests.

Despite the changes and challenges facing local government, Fenland has continued to adapt to demands, respond to financial pressures and push forward key ambitions across the district, working with partners to deliver better outcomes for local people.

We also froze our element of the Council Tax in 2025/26, following reductions in 2024/25 and 2023/24. In 2026/27, our portion of the Council Tax was reduced again – marking the eighth year running without a rise and demonstrating Members' long-standing commitment to keeping costs down for residents.

This report sets out some of the main highlights from the past year, across the core priorities in our Business Plan: Communities, Environment, Economy, and Quality Organisation.

From reliable waste and recycling collections and housing support to clean streets, well-kept open spaces, responsive customer service and ongoing regeneration, it offers a snapshot of the essential

services that make a real difference to our communities.

You'll also find an update on Fenland Inspire!, our Members' investment campaign aimed at enhancing sports, leisure, and heritage facilities across the district, as well as our ongoing Transformation Agenda which continues to modernise how we work, improve customer experience, and ensure our services are as accessible, efficient and resilient as possible.

We've seen a great deal of positive progress this year, and we have plenty to be optimistic about as we continue to deliver a Fenland we can all be proud of.

We hope you find this report useful and welcome any feedback.



Paul Medd
Chief Executive



Chris Boden
Leader of the Council



ABOUT FENLAND



Fenland is a district shaped by strong communities, proud traditions and historic market towns, with wide-open landscapes and waterways unlike anywhere else in Cambridgeshire.

Located in the north of the county, the Fenland district spans approximately 211 square miles and is home to an estimated 104,896 residents (ONS, mid-2024 estimate). Over 70% of the population lives in one of the four market towns – Chatteris, March, Whittlesey, and Wisbech – with the remainder living more rurally and across 29 villages.

Fenland also has a higher than average proportion of older residents, with 24,508 people aged 65+, representing 23.4% of the population (ONS mid-2024 estimate). This demographic continues to shape local service demand, and we work closely with health and care partners to support independence and wellbeing.

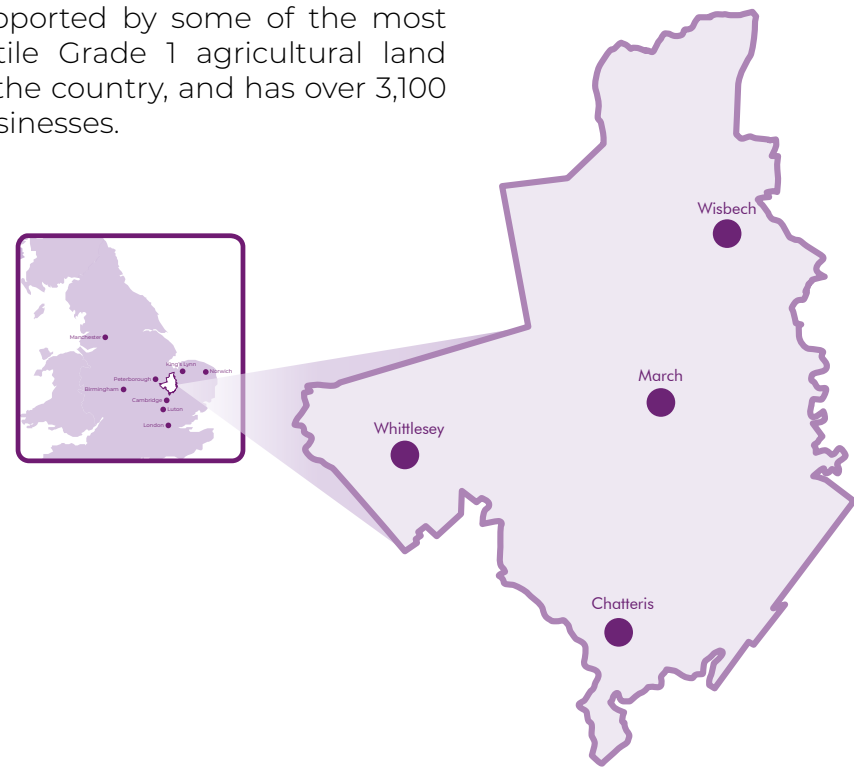
Fenland's population is expected to rise by approximately 8% over the next two decades, with projections putting the district's population at 113,323 by 2047 (ONS mid-2024 estimate).







Fenland continues to offer some of the most affordable housing in

Cambridgeshire, with an average house price of £229,709 (UK HPI: May 2026), which is 21% below the national average. Its relative affordability, close proximity and excellent links to cities like Cambridge and Peterborough continues to attract new residents and families.

Fenland's economy is rooted in agriculture and food production, supported by some of the most fertile Grade 1 agricultural land in the country, and has over 3,100 businesses.

Despite ongoing economic and social challenges - Fenland is ranked the 42nd most deprived area out of 296 local authority districts in England (IMD, 2025) - the community continues to show resilience, and the Council remains committed to working with partner organisations to invest in services, infrastructure and opportunities for all.

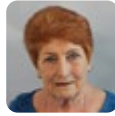


					
Fenland covers approximately 211 square miles	Over 200 miles of navigable waterways	Over 135 hectares of open green space	The population is around 104,896	Average property price is £229,709	Over 3,160 businesses in Fenland

Cabinet



Chris Boden
Leader of the Council
Whittlesey East
and villages



Jan French
Deputy Leader of the Council
March South



Steve Count
March North



Gary Christy
March South



Chris Seaton
Leverington and
Wisbech Rural



Dee Laws
Whittlesey North West



Sam Hoy
Wisbech South



Steve Tierney
Wisbech South



Susan Wallwork
Wisbech South



Sidney Imafidon
Wisbech Waterlees and
Walsoken

Other Councillors



James Carney
Chatteris North
and Manea



Alan Gowler
Chatteris North
and Manea



Charlie Marks
Chatteris North
and Manea



Anne Hay
Chatteris South



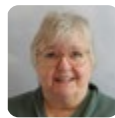
Ian Benney
Chatteris South



Peter Murphy
Chatteris South



David Connor
Doddington and
Wimblington



Maureen Davis
Doddington and
Wimblington



Dal Roy
Elm and
Christchurch



Matthew Summers
Elm and
Christchurch



Brenda Barber
Leverington and
Wisbech Rural



Sam Clark
Leverington and
Wisbech Rural



John Clark
March East



Stuart Harris
March East



Mark Purser
March East



Kim French
March North



Paul Hicks
March North



Tim Taylor
March West and
Benwick



Andrew Woollard
March West and
Benwick



Gavin Booth
Parson Drove and
Wisbech St Mary



Diane Cutler
Parson Drove and
Wisbech St Mary



Michael Humphrey
Parson Drove and
Wisbech St Mary



Alex Miscandlon
Whittlesey East
and villages



Dr Haq Nawaz
Whittlesey East and
villages



Jason Mockett
Whittlesey Lattersley



Alec Branton
Whittlesey North West



Roy Gerstner
Whittlesey South



Gurninder Singh Gill
Whittlesey South



Lucie Foice-Beard
Wisbech North



Nick Meekins
Wisbech Riverside






David Oliver
Wisbech Riverside



David Patrick
Wisbech Waterlees and
Walsoken



Billy Rackley
Wisbech Waterlees and
Walsoken

Conservative 
Independent 
Liberal Democrat 

MONEY MATTERS

Where your Council Tax goes

In 2025/26, the Band D Council Tax bill was set at £2,378.07 (plus Parish amounts). In 2026/27, this increased to £2,481.30 (plus Parish amounts). Fenland District Council collects money through Council Tax on behalf of other authorities, as shown on the diagram.

Fenland District Council did not increase its element of Council Tax in 2025/26 following a 0.2% reduction in 2024/25 which followed a 2% reduction in 2023/24.

Members again decided to reduce its element of the Council Tax bill in 2026/27. Just 10.0% of each household's Council Tax bill goes to Fenland District Council, with the remainder going to the other authorities.

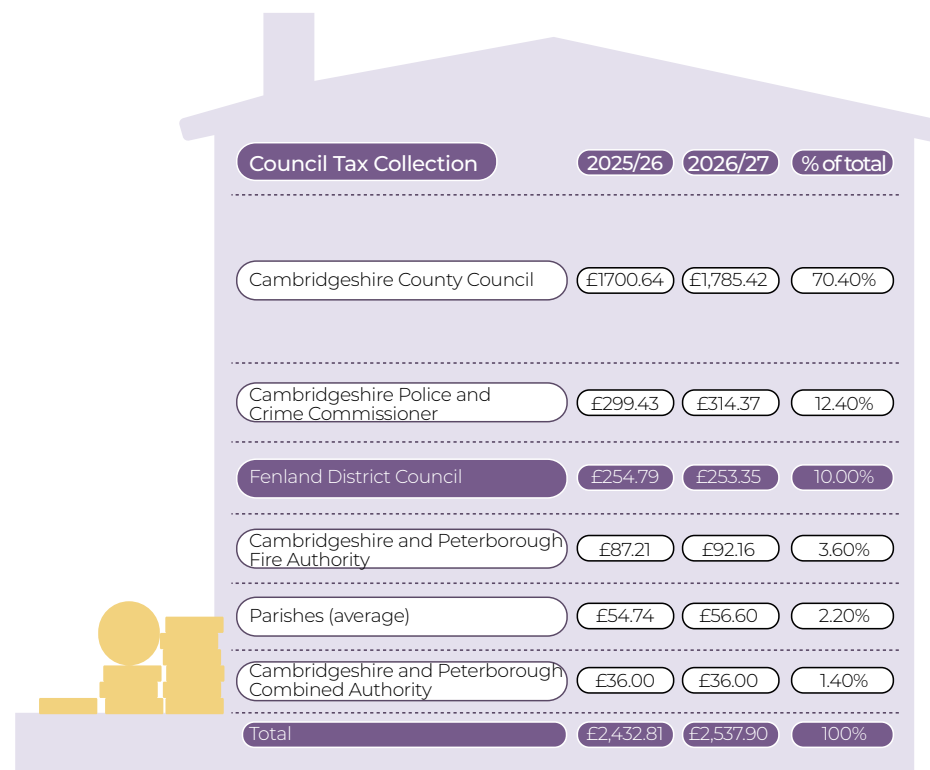
The numbers in the illustration to the right relate to a Band D property. However, 83% of properties in Fenland are in Bands A-C. The average Council Tax per property in Fenland was £1,666.27 in 2025/26 and is £1,747.98 in 2026/27 and is the lowest average per property in Cambridgeshire. This also compares to an average Council Tax per property of £1,868 in 2026/27 across all English authorities.

Our finances

The Council's net spending on services in 2025/26 was £17.812m. This sum is financed by the Council's share of Business Rates (£8.020m), Council Tax (£8.211m) and Government Revenue Support Grant (£0.203m) which resulted in a surplus of £16k being returned for 2025/26. At the budget meeting in February 2026, a net surplus of £107k was forecast at the year end. The surplus of £16k has been transferred to the Budget Equalisation Reserve. This reserve represents the amount taken in tax which has not been spent and now stands at £2.228m.

Full details of the Council's Budget for 2025/26 and Medium Term Financial Strategy can be found at: www.fenland.gov.uk/finance

You may also wish to read our Business Plan. This explains our organisational priorities for the next financial year: www.fenland.gov.uk/businessplan



FENLAND INSPIRE!



Fenland Inspire

In addition to other core priorities, Cabinet Members drove the assessment of the viability of, and, where appropriate, the progression of, a package of capital investment projects, billed 'Fenland Inspire!' projects, for delivery by 2028.

Progressing projects include:

- Wisbech Splash Pad – New benches and concrete pads installed and work under way to install sun shades.
- Development of 11-12 High Street, Wisbech – Design work concluded and project moved toward a full planning application; tender phase and work to secure further external funding to support the project.
- Floodlighting for Clarkson Memorial, Wisbech – progressed toward completion
- Leisure centre improvements:
 - £50,000 refresh of Chatteris Leisure Centre complete
 - Potential £multi-million redevelopment of the Manor Leisure Centre, Whittlesey, progressed into detailed costing and full planning applications phases.

- District-wide assessment of new play equipment – review complete and proposals put forward for community engagement in early 2026/27.

- Village green for Wimblington – Transfer of land from district council to parish council ownership agreed in principle to preserve a public open space for community use, and legal work under way.

- Fenland taking on Civil Parking Enforcement duties – progress continues.

- New synthetic turf pitches: PlayZone under construction at Manor Field, Whittlesey. Construction of PlayZone at Barton Road, Wisbech, to commence in July 2026. The Council also supported March

Town FC Estover CIC in addressing planning conditions at Estover in March, enabling them to progress plans for a new 3G pitch – a £1.2million project backed by the Football Foundation.



TRANSFORMATION

Transformation Agenda

We began our ambitious Transformation Agenda programme back in 2019 to reshape how we deliver services and engage with our customers – with a clear focus on improving satisfaction while increasing efficiency and cost savings.

The first phase (TA1) successfully modernised core elements of our operations. It helped to deliver more responsive, customer-focused services and smarter ways of working – and delivered over £1million in savings.

Building on those successes, we launched the second phase (TA2) in 2024. Spanning across all services, TA2 reflected our Cabinet members' determination to meet the changing needs of our residents and communities while maintaining high service standards in a challenging financial climate.

In total 92 recommendations have been put in place, helping to deliver £915,632 in financial savings and ongoing benefits for our residents.

TA2: Scale, reach and measurable impact across the council

£915,632

Total Combined TA2 Value

£485,906
Delivered

£429,726
About to Deliver



Quality Organisation
Gains

8881

 officer hours

42

Recommendations
implemented with a
financial impact



50

Quality Organisation
recommendations
implemented



20

Services
covered



10

Ad-hoc
projects



Total Further
Recommendations Value

£902,467

- Stronger governance and assurance across services.
- Mitigation of service level functional risks.
- Refresh and enhancement of organisational policies.



COMMUNITIES



Support for the vulnerable

We enabled residents to claim the Council Tax Support and Housing Benefit they're entitled to and remained focused on keeping the time to progress claims down.

Through the Cambridgeshire Fraud Hub collaboration with partners, almost £600,000 of invalid claims for Council Tax Support and discount claims were identified and pursued.

Using our housing powers, we improved the condition of private rented homes as part of our strategy to meet housing needs, prevent homelessness and reduce rough sleeping.

We reduced emergency accommodation use to provide better quality and more cost-effective short-term accommodation and supported homes for homeless clients, including through purchasing our own stock. In January 2026, the Council had the lowest levels of bed and breakfast use since pre-pandemic. A total of 11 single households were in temporary bed and breakfast accommodation, and no families.

We used our housing powers to meet housing needs, including bringing 67 empty homes back into use.

We also:

- supported residents to manage the effects of the cost of living through events and signposting
- ensured the ongoing success of the Golden Age programme of events providing information on opportunities, services and support for over 60s, with record-breaking attendance figures
- hosted another successful awards ceremony, rewarding and acknowledging the impact of volunteer action and community heroes in Fenland, through the Pride in Fenland awards.

Health and wellbeing

We supported the creation of healthier communities through activities developed and delivered by Active Fenland and Freedom Leisure. This included a sixth year of growth in Freedom's Learn to Swim programme and around five per cent increase in visits to Fenland Freedom leisure centres.

We worked with partners to deliver a 'one stop shop' of support to residents in their times of need, initially through the successful Early Help Hub project, and then the WorkWell programme, providing support for people struggling to work due to health, which supported more than 700 people since launch in November 2025. As well as continuing to



COMMUNITIES

support the Integrated Care System to tackle local health and wellbeing priorities and provide information to help people make healthier choices.

Community safety

We continued to support Fenland Community Safety Partnership in its objective to reduce crime and anti-social behaviour; work in partnership with the Police and Crime Commissioner and support the Fenland Diverse Communities Forum to deliver the Fenland-wide Community Cohesion Action Plan.

Our CCTV shared service continued to provide vital support to community safety across Fenland, assisting in 1,161

incidents. The team also provided out of hours emergency customer contact services, responding to 610 calls – an increase of more than 100 compared with the previous year.

Culture and heritage promotion

We worked with local stakeholders to support and advise community groups to hold safe and successful public events, including bustling Fenland Four Seasons events in each of our towns.

We worked with town councils and the community to provide local markets and welcomed four new traders.



Performance Indicators

	Target 2025/26	Performance
Days taken to process new claims and changes for Council Tax Support	7.0	8.36
Days taken to process new claims and changes for Housing Benefit	7.0	8.42
Total number of private rented homes where positive action has been taken to address safety issues	250	267
Proportion (%) of households presenting to the Council as homeless whose housing circumstances were resolved through Housing Options work	52%	50%
Number of empty properties brought back into use	50	67
Total number of Active Fenland sessions offered per year (to October 2025 in current year – 50% of previous performance)	750	1333
Customer Satisfaction with our leisure centres (Net Promoter Score)	25	13

ENVIRONMENT



Refuse and recycling services

We maintained focus on delivery of vital, reliable, weekly refuse and recycling services to homes and businesses.

Verified data, shows customers presented a total of 9,213 tonnes of materials for recycling, from which our contractor was able to sort 7,149 tonnes of materials for recycling.

In addition to recycling and waste services, we continued to provide our successful household bulky waste collection service.

All the preparatory work was completed to enable Fenland's residential food waste service to commence in 2026.

Our Trade Waste and Recycling Service supported 654 businesses and generated a total invoiced income of £603,000.

Self-funding Garden Waste collection service

The service served 24,600 customers and generated a total of £1.2 million subscription income, covering the costs of providing the service and allowing the Council to continue to provide the garden waste service to those who choose to use it, without cost to those who don't.

Clean streets and public spaces

The cleansing team of 19 staff completed 88 per cent of scheduled work on time.

The team cleansed 99,440 streets and public open spaces on schedule from the planned 122,472.

Customers reported 1,688 issues such as litter, fly-tipping or graffiti. The team were able to respond same or next day 88 per cent of the time.

A total of 856 service quality inspections, performed by Street Scene officers, showed key streets and public open spaces met the required standard of cleanliness 98 per cent of the time.

We ensured well maintained parks and open spaces by working with our grounds maintenance contractor.

Updated Cambridgeshire and Peterborough Waste Strategy

Following public consultation, all Cambridgeshire authorities, have approved an updated RECAP Waste Strategy.

Support for community projects to enhance the local environment

We supported volunteer Street Pride groups and other volunteers, organisations and partners to help enhance and maintain Fenland through thousands of hours of community action. Street Pride groups held a total of 277 events.

We also facilitated the allocation of externally funded wind farm grants for environmental enhancement schemes totalling £150,000 and supported the fund management committees. And facilitated awards totalling more than £80,000, funded by Cambridgeshire and Peterborough Combined Authority, for projects to improve energy efficiency of public buildings.



ENVIRONMENT

Open Spaces, parks and play areas

The Council continues to maintain many open spaces across the district for the community to enjoy. Some 53 play areas are managed to allow families to enjoy the outdoors.

Wider environmental input

We delivered the Council's carbon reduction and climate adaptation plan including meeting all climate change targets which are legally required by the UK Government. And discharged all our environmental health duties to protect Fenland against pollution and contamination issues.

We worked with Cambridgeshire County Council Public Health colleagues to investigate and respond to concerns raised by residents in an area of Whittlesey,

particularly related to noise and dust. Work on this continues.

Our environmental health team considered and responded to more than 850 planning application consultations, providing advice and assessment of reports to ensure implementation of controls to protect the environment and health.

Environmental health also reviewed and provided statutory consultee feedback on five National Strategic Infrastructure Projects (NSIPs), including attending technical working groups, providing pre-application advice and critiquing planning consultation documentation. This work resulted in an additional air quality monitoring strategy and new monitoring equipment being

installed in Wisbech, funded by the operators.

We also responded to more than 600 service requests for support with community issues such as noise, smoke and dust, assisting residents and helping to maintain a healthy environment.



Performance Indicators

% of Rapid or Village response requests actioned the same or next day

Target 2025/26

90%

Performance

88%

% of inspected streets meeting our cleansing standards

90%

98%

% of household waste recycled through the blue bin service

25%

23%

Customer satisfaction with our Refuse and Recycling services.

90%

100%

Customer satisfaction with our Garden Waste service

90%

85%

Number of Street Pride, In Bloom, Friends of Groups and Green Dog Walkers community environmental events supported

204

277

% of those asked satisfied with community events

96%

98%



ECONOMY

Businesses support

Our South Fens Business Centre, Chatteris; The Boathouse, Wisbech, and light industrial estates continued to provide infrastructure to encourage investment, business development, job creation and skills diversification.

There was 100 per cent occupancy for all but South Fens Business Centre, which was 74 per cent.

Housing and economic growth and regeneration

Planning service

All targets were met around percentage of applications determined in set time frames. Ongoing staffing challenges continued to be managed and work continued toward creating opportunities for a further streamlined and responsive approach.

Work began on developing a new Local Plan.

Development and delivery of new homes and commercial space by using our surplus property and land assets.

Five sites were sold generating gross proceeds of £451,000 and three overage settlements agreed with gross proceeds of £23,000. Total gross proceeds for the year were £474,000.

Work with partners to boost affordable housing

A forecast total of 290 affordable homes (awaiting ratification) were completed and hundreds more expected in the coming years.

Additionally, the Council completed the redevelopment of the High Street 'gap' site in Wisbech. This project has closed off the eyesore gap in the historic High Street that was present for more than 40 years. The project also delivered several town centre flats managed with affordable rents.

Promote and lobby for infrastructure improvements

We promoted sustainable road, rail and concessionary transport initiatives to improve access to employment and local services. And engaged with Cambridgeshire and Peterborough Combined Authority and Cambridgeshire County Council on the feasibility and delivery of road and rail infrastructure projects.

We worked with the Combined Authority to influence how housing and infrastructure funding was used, to stimulate housing development and economic growth and improve connectivity in the district. And furthered options to improve Whittlesea Station.

Harbour Authority

We continued to effectively discharge the complex and extensive duties we provide as Wisbech Harbour Authority and owners of the Wisbech Port and Yacht Harbour infrastructure.

Performance Indicators

	Target 2025/26	Performance
% of major planning applications determined in 13 weeks	85%	91.84%
% of minor applications determined in 8 weeks	85%	92.41%
% of other applications determined in 8 weeks	85%	95.63%
% occupancy of our Business Estates	92%	95.1%
% occupancy of Wisbech Yacht Harbour	90%	89%



QUALITY ORGANISATION



Customer service excellence

We continued our focus on customer service excellence developing opportunities for able residents to self-serve and access our services digitally 24 hours a day, creating capacity for us to provide greater support for vulnerable customers and complex queries.

Governance, financial control and risk management

We maintained robust and effective financial standards, internal controls and organisational management, including thorough internal audit processes. And maintained a focus on meeting data protection and General Data Protection Regulation requirements.

Consultation and Engagement

We appropriately consulted with residents about our service and proposals as outlined in our Consultation Strategy and kept residents informed through social media, our website, newsletters, press releases and, where appropriate, more direct communication.

A shift was made toward 'opt-out' digital Council Tax billing, which saw an estimated saving of more than £11,000. Almost 50 per cent of residents received their annual bill by email, compared to 23 per cent the previous year.

Elections

We carried out work to accord with the Elections Act requirement for postal voters to have reapplied since 2023. Around 11,000 voters were informed directly of the requirement. There was also a press release and social media posts. Around 4,000 postal votes were cancelled – some actively requested cancellations, while others did not respond to the communications or reapply.

Following the Annual Canvass 2025, the Register of Electors was successfully re-published in December, showing the electorate figure as 76,497.

Equalities

We continued to meet our Public Sector Equality duty by complying with the requirements of the Equality Act 2010 and Human Rights Act 1998 through our core service delivery and publication of a statutory Annual Equality Report.

Workforce Development

We maintained our commitment to equipping our workforce with the right skills to effectively deliver our priorities and excellent services.



QUALITY ORGANISATION



Enforcement and Compliance

We used a fair and proportionate approach to improve living, working and environmental standards as set out in our enforcement policies, including via planning and environmental enforcement work.

We continued to use education, guidance and powers to fairly enforce environmental standards and tackle issues such as fly-tipping, abandoned vehicles, dog fouling, littering and antisocial behaviour.

Our household bulky waste collection service, provided at a low fee to customers, supported the discouragement of fly-tipping or use of rogue waste collectors who fly-tip.

We supported businesses to ensure compliance with a wide range of regulatory requirements, including through licensing, food and health and safety plans.

We visited and worked with more than 300 businesses that prepare, store and sell food, and provided advice and guidance to support high food hygiene ratings. Where non-compliance was identified, we revisited to assist improvement.

We supported nearly 100 new food businesses with food safety registration guidance and start up advice to ensure compliance with regulatory requirements. We aim to visit all newly registered businesses within 28 days.



Performance Indicators

	Target 2025/26	Performance
% of customer queries processed at the first point of contact	85%	88%
% of customers satisfied by our service	95%	100%
% of contact centre calls handled	80%	83%
% of businesses who said they were supported and treated fairly	96%	100%
In year % of Council Tax collected	96.20%	98.70%
Council Tax net collection fund receipts	78,224,486	77,608,740
In year % of national non-domestic rates (NNDR) collected	96.46%	98.85%
National non-domestic rates (NNDR) net collection fund receipts	30,701,571	31,752,701

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Agenda Item 6

Agenda Item No:	6	
Committee:	Cabinet	
Date:	13 July 2026	
Report Title:	Council Revenue and Capital Outturn 2025/26	

Cover sheet:

1 Purpose / Summary

To inform Cabinet of the income and expenditure (known as “Outturn”) for the Council for 2025/26 and reasons for variations.

2 Key issues

Revenue

- The Council’s provisional General Fund services net surplus is £15,671 for the financial year 2025/26. This is a reduction of £91,329 compared to the projected deficit of £107,000 as reported to Council in February 2026.
- The surplus of £15,671 will be transferred to Budget Equalisation Reserve in accordance with the decision made by Council at their meeting on 9th January 2020 which established this reserve and approved that any underspend/deficit at financial year-end be transferred to this reserve.
- The General Fund balance at 31 March 2026 remains at the approved minimum level of £2m.
- Given the scale of the challenges faced by the Council in 2025/26, the financial position at the year-end represents a considerable achievement and demonstrates the focus from Members and officers throughout the Council in reducing the projected deficit.
- As a result of continuing prudent financial management and improved income received, the Council is in an improved position, compared with the projections in February 2026, to deal with the significant ongoing financial challenges in 2026/27 and over the medium term.
- The Council’s Draft Statement of Accounts 2025/26 (subject to external audit) were signed off by the Corporate Director and Chief Finance Officer on 30 June 2026 and published on the Council’s Website. After the last few years of the delays to the publishing and auditing of the Council’s accounts due to the impact of the pandemic it is an achievement to get the Draft Statement of Accounts 2025/26 completed by the deadline and this has ensured that the Council is now adhering to the current Audit Regulations 2026. This will enable the external audit of the 2025/26 accounts by EY who have scheduled their audit to start in August 2026 with a view of completing their work by the end of December 2026.

The Statement of Accounts 2025/26 will incorporate all the outturn figures, revenue and capital presented in this report.

Capital

- The Capital Programme has been underspent by £11.998m. This compares with an under-spend of £2.314m in 2024/25. The variation principally relates to the re-profiling of the high-profile Fenland Inspire Programme (£4,315m), loans not made to Fenland Future Ltd (£2.5m) and spend on Regeneration Projects (£1.4m).
- The large capital project on 24 High Street was completed in 2025/26 which included capital expenditure in year of £0.5m.
- Additionally, the timing and extent of capital works which need to be undertaken at Council-owned buildings and facilities will be reviewed with an updated programme being presented to Cabinet in September. There is no loss of resources arising from the re-phasing set out shown in Appendix B(i).

3 Recommendations

- It is recommended that :-
 - (i) The Outturn for the Council's General Fund services in 2025/26, as detailed at Appendix A and Section 2 of this report be noted and that Members note the transfer of the surplus to the Budget Equalisation Reserve;
 - (ii) The current position on the Cambridgeshire Horizons Reserve, as detailed in Section 3 of this report be noted;
 - (iii) The outturn Capital Funding schedule for 2025/26 at Appendix B(i) be noted.

Wards Affected	All
Forward Plan Reference	
Portfolio Holder(s)	Cllr Chris Boden, Leader & Portfolio Holder, Finance
Report Originator(s)	Peter Catchpole, Corporate Director and Chief Finance Officer Sian Warren, Chief Accountant
Contact Officer(s)	Paul Medd, Chief Executive Peter Catchpole, Corporate Director and Chief Finance Officer Sian Warren, Chief Accountant
Background Paper(s)	Budget Setting Reports Monthly Budgetary Control Reports 2025/26 Final Accounts Working Papers 2025/26

1 Introduction

- 1.1 The Council's income and expenditure figures for General Fund services and the Capital Programme for the financial year 2025/26 (known as 'Outturn') are presented in this report.
- 1.2 The Council's Draft Statement of Accounts 2025/26 (subject to external audit) were signed off by the Corporate Director and Chief Finance Officer on 30 June 2026 and published on the Council's Website. After the last few years of the delays to the publishing and auditing of the Council's accounts due to the impact of the pandemic it is an achievement to get the Draft Statement of Accounts 2025/26 completed by the deadline and this has ensured that the Council is now adhering to the current Audit Regulations 2026. This will enable the external audit of the 2025/26 accounts by EY who have scheduled their audit to start in August 2026 with a view of completing their work by the end of December 2026.
- 1.3 The 2025/26 draft accounts, which are subject to external audit, have been published on the Council's website. The draft Annual Governance Statement was presented at the Audit and Risk Management Committee on 11 May 2026 for approval and will be published on the Council's website along with the required notice of the Exercise of Public Rights to inspect the accounts (30 days from 1 July 2026).
- 1.4 The figures presented in this report are all provisional pending audit by the Council's external auditors EY (Ernst & Young). Any significant or material changes will be reported back to Members at a later stage.

2 The Revenue Budget

- 2.1 In February 2026 the Council's year end position was estimated as a surplus of £107,000. It is important to note that this figure was based on projections as at the end of December 2025 and the report to Council also noted that there were still many uncertainties around the year-end position, particularly around projected income levels and homelessness expenditure.
- 2.2 Following the closure process, the full position shows a net surplus of £15,671, a reduction of £91,329 compared to the previous projection. The net surplus of £15,671 represents 0.09% of the net expenditure of £17,831m and compares with an under spend of £129,750 in 2024/25.
- 2.3 An analysis of the overall position is shown at Appendix A(i) and explanations of variances are detailed in Appendix A(ii) between the 2025/26 original budget and outturn as the variance between the forecast outturn in February 2026 and the actual outturn was minimal.
- 2.4 Together with the projected surplus of £107,000 (as detailed in the budget report to Cabinet and Council on 23 February 2026), the reduction in the surplus of £91,329 (detailed in 2.3 – 2.5 above) brings the total surplus in 2025/26 to £15,671. This has been transferred to the Budget Equalisation Reserve in accordance with the decision made by Council at their meeting on 9th January 2020 which established this reserve and approved that any underspend/deficit at financial year-end be transferred to this reserve. As at 31 March 2026, this reserve has a balance of £2,228,318.
- 2.5 As a result of continuing prudent financial management together with better than expected income received, the Council is in an improved position, compared to the projections in February 2026, to deal with the significant ongoing financial challenges in 2026/27 and over the medium term.
- 2.6 The Council's reserves will be reviewed again as part of the 2027/28 budget process during the Autumn of 2026.

3 Cambridgeshire Horizons Reserve

- 3.1 Members will recall that in May 2021, the Council received £3,891,500 as its share of the surplus generated by Cambridgeshire Horizons Ltd. Of this, £1,050,000 was an agreed contribution to the A14 improvements which was paid during 2022/23 to the Department for Transport, as notified to Cabinet in July 2023. This left £2,841,500 available for this Council's future use and was set-aside in an earmarked reserve. There are numerous conditions attached to the use of this money, mainly around regeneration and future economic development of the district, which restricts its future use.
- 3.2 The following table summarises the use of the reserve to date together with current commitments leaving the balance currently uncommitted.

Table 1: Cambridgeshire Horizons Reserve Current Position

Description	Actual 2021/22	Actual 2022/23	Actual 2023/24	Actual - March 2024/25	Actual 2025/26	Forecast 2026/27
	£	£	£	£	£	£
Norr consultancy to produce Levelling Up Fund Proposal for Wisbech	61,866	52,642	0	0	0	0
Simon Machen - projected cost to 31 March 2025	87,955	91,261	76,440	51,348	0	25,000
Economic Growth - Technical Officer - CG to Sept 25	0	19,407	35,741	37,950	0	30,200
Accommodation Strategy Review - Consultants	0	13,125	62,681	0	0	0
Transformation Projects	0	0	0	176,565	0	62,250

Description	Actual 2021/22	Actual 2022/23	Actual 2023/24	Actual 2024/25	Actual 2025/26	Forecast 2026/27
	£	£	£	£	£	£
Planning Enforcement and Technical Team	0	0	0	252,035	0	0
Local Plan Costs - New Plan	0	0	0	0	0	0
Total Utilised	149,821	176,435	194,802	517,898	0	0
Balance 1st April	2,841,500	2,691,679	2,515,244	2,320,442	1,802,544	1,802,544
Utilised during year	-149,821	-176,435	-194,802	-517,898	0	-143,958
Balance 31st March	2,691,679	2,515,244	2,320,442	1,802,544	1,802,544	1,658,586

- 3.3 After taking into account current commitments, there remains a balance uncommitted of £1.659m. Consideration is currently being given to the optimum funding strategy for the works to properties in the High Street, Wisbech and other initiatives which may result in the use of part of this reserve. Further details will be provided to Cabinet at future meetings regarding the use of this reserve.

4 Capital Programme

- 4.1 The Capital Programme has been underspent by £11.998m. This compares with an under-spend of £2.314m in 2024/25. The variation principally relates to the re-profiling of the high-profile Fenland Inspire Programme (£4,315m), loans not made to Fenland Future Ltd (£2.5m) and spend on Regeneration Projects (£1.4m).
- 4.2 The large capital project on 24 High Street was completed in 2025/26 which included capital expenditure in year of £0.5m.
- 4.3 Additionally, the timing and extent of capital works which need to be undertaken at Council-owned buildings and facilities has been reviewed and this has resulted in changes in the budget required.
- 4.4 There is no loss of resources arising from this re-phasing as shown in Appendix B(i), which has been input to the 2026/27 programme as appropriate.
- 4.5 An updated Capital Programme for 2026-29 will be presented to Cabinet at the September meeting.

FENLAND DISTRICT COUNCIL

Summary of Revenue Estimates

	Council 24.02.25 Original Estimate 2025/26 £	Cabinet 15.12.25 Projected Outturn 2025/26 £	Cabinet 23.02.2026 Projected Outturn 2025/26 £	Outturn 2025/26 22.06.26 £	Variance to Projected £
Service Summary					
Growth & Infrastructure	1,450,880	1,162,736	779,064	759,215	-19,849
Communities, Environment, Leisure & Planning	6,619,440	6,269,583	6,426,293	5,034,247	-1,392,046
Resources & Customer Services	10,495,204	10,172,566	10,225,735	10,663,543	437,808
ERS NI Contributions - Government Grant	-123,812	0	-123,812	-123,812	0
Vacancy Factor (1.5%)	-239,000	0	-116,424	-116,424	0
Service Review Programme Savings	-550,000	0	0	0	0
NET COST OF GENERAL FUND SERVICES	17,652,712	17,604,885	17,190,856	16,216,769	-974,087
Corporate Items					
Internal Drainage Board Levies	2,468,240	2,242,621	2,242,621	2,242,621	0
Internal Drainage Board Levies Grant	-313,000	-520,000	-520,000	-520,000	0
Contributions to/ (from) Earmarked Reserves	-1,034,595	-692,014	-692,014	478,170	1,170,184
RTB/VAT Sharing Income	-20,000	-164,505	-164,505	-247,596	-83,091
Financing Charges - <i>Interest on External Borrowings</i>	1,169,467	824,452	824,452	564,621	-259,831
Financing Charges - <i>MRP current Capital Programme</i>	652,000	652,000	652,000	451,166	-200,834
Investment Income and Property Funds Income	-660,000	-575,000	-575,000	-610,946	-35,946
Property Funds Costs	0	362,948	362,948	362,948	0
New Homes Bonus	-592,628	-592,628	-592,628	-592,628	0
Recovery Grant	-435,149	-435,149	-435,149	-435,149	0
Extended Producer Responsibility Payment -pEPR	-958,000	-1,536,888	-1,536,888	-1,536,888	
Corporate Items	276,335	-434,163	-434,163	156,319	590,482
Net Expenditure	17,929,047	17,170,722	16,756,693	16,373,088	-383,605
Contribution to/from(-) Reserves	-1,432,283	0	0	0	0
NET EXPENDITURE after use of balances	16,496,764	17,170,722	16,756,693	16,373,088	-383,605
Core Funding					
Revenue Support Grant	-203,673	-203,673	-203,673	-203,673	0
Business Rates - Income due in Year					
Business Rates Funding	-11,580,863	-11,580,863	-11,580,863	-11,535,709	45,154

Tariff Payment to Government	7,636,697	7,636,697	7,636,697	7,636,697	0
Renewable Energy Rates Retained	-1,578,437	-1,578,437	-1,578,437	-1,563,839	14,598
Business Rates Pool - FDC Share of Benefit	-350,000	-400,000	-400,000	-611,206	-211,206
Business Rates S31 Grants due in year	-2,999,641	-3,372,954	-3,372,954	-3,355,541	17,413
Business Rates Levy due in year	775,691	801,029	801,029	1,410,004	608,975
Business Rates Levy Account Surplus allocation	-31,046	0	0	0	0
	-8,127,599	-8,494,528	-8,494,528	-8,019,594	474,934
Business Rates Collection Fund Deficit(+)/Surplus(-)	45,154	45,154	45,154	45,154	0
Council Tax Collection Fund Deficit(+)/Surplus(-)	-18,133	-18,133	-18,133	-18,133	0
Council Tax	-8,192,513	-8,192,513	-8,192,513	-8,192,513	0
Business Rates and Council Tax Funding	-16,496,764	-16,863,693	-16,863,693	-16,388,759	474,934
Surplus(-)/Shortfall(+)	0	307,029	-107,000	-15,671	91,329

CAPITAL PROGRAMME AND FUNDING OUTTURN 2025/26

	Budget £000	Actual £000	Variance £000
Capital Programme (excluding Commercial and Investment Strategy Schemes)	15,911	6,851	(9,060)
Commercial and Investment Strategy	5,065	2,127	(2,938)
TOTAL EXPENDITURE	20,976	8,978	(11,998)
RESOURCES AVAILABLE			
Capital Grants	6,261	3,293	(2,968)
Usable Capital Receipts - In Year	250	313	63
Reserves used in year to fund Capital	224	412	188
Section 106's and Other Contributions	191	73	(118)
Borrowing (Internal and Prudential)	9,175	3,044	(6,131)
	16,101	7,135	(8,966)
Borrowing (Prudential) - Commercial and Investment Strategy	4,875	1,843	(3,032)
Total Available Resources to fund Expenditure	20,976	8,978	(11,998)


GENERAL FUND CAPITAL EXPENDITURE VARIATIONS 2024/25

SCHEME	VARIATION £000	REASON
Leisure Centres		
Building Improvements	668	The Leisure Centre Survey and Other scheduled improvement works have been re-profiled to the 2025/26 financial year.
Fenland Inspire!		
Fenland Inspire - Manor Leisure Centre 11-12 High Street CPO Fenland Inspire - Manor Field Community Pathway Scheme Fenland Inspire - Rugby Club Civil Parking Enforcement Fenland Inspire - BSCI Software Civil Parking Enforcement Fenland Inspire - Clarkson & War Memorial Lighting Total Underspend	5,100	The Fenland Inspire projects in Phase 1 have been started in 2025/26 and some have been completed including the Chatteris Leisure Centre refurbishment, the improvements to the Wisbech Splash Park. The rest of the projects will be continued into 2026/27 with the Manor Leisure Project due to be finished in 2027/28.
Regeneration Programmes		
Heritage Lottery Fund - Non-FDC Properties	98	Some minor works to other privately-owned properties on the High Street have been re-profiled to reflect revised timelines received from property owners and other works on the High Street are being appraised.
Heritage Lottery Fund - 24 High Street, Wisbech	53	Works are ongoing and due to be finished later in 2025. Cabinet receives regular updates on the High Street works and are aware that the costs of this project are higher than anticipated in the budget setting process.
Future High Street Fund, March	1,005	The works on the March High Street are now finished and this is the remaining grant underspent.
Railway Station Improvement Works (Manea)	199	This work is has been reprofiled into 2026/27.
Cemeteries		
Closed Cemeteries	295	Work remains ongoing to complete the works required in the findings of the conditions surveys.
Highways		
Street Light Improvements Whittlesey Southern Relief Road - SOBC	122	Expenditure re-profiled and due to be incurred over the life of the project. The completion of this work has been finished
Parks and Open Spaces		
Various Parks and Open Spaces	76	Various Parks and Open Spaces
Wisbech Park - Play Area Refurbishment	45	Reprofiled works in 2025/26.
ICT System Replacement Programme & Infrastructure Upgrades		
Information Technology	219	This scheme reflects a multi-year investment in the Council's transformation programme. Total planned investment across three years to 31 March 2026 remains unchanged.
Improvement of Assets		
Sewage Treatment Works Refurbishment	326	Reprofiled works in 2025/26.
Private Sector Housing Support		
Disabled Facilities Grants	807	Expenditure dependant on throughput of grant applications. Remaining budget committed but not spent and carried forward to 2025/26
Commercial and Investment Strategy		
Local Authority Housing Fund and Homelessness Properties	438	Reprofiled into 2025/26
Loans to Fenland Future Ltd (FFL)	2,500	Dependent upon cashflow requirements of FFL.
Other Minor Variations		
	47	Minor budget variations.
Total	11,998	

Key

() indicates the scheme is underspent by the amount shown
+ indicates scheme is overspent by the amount shown

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Agenda Item No:	7	
Committee:	Cabinet	
Date:	13 July 2026	
Report Title:	Housing Enforcement – s.113 Agreement	

1 Purpose / Summary

- 1.1 To recommend to Council to approve entry into a Section 113 agreement with Cambridgeshire County Council to assist delivery of the Council's approved Housing Enforcement Policy for Fenland.

2 Key Issues

- 2.1 Cabinet approved on the 15th June 2026 a revised Housing Enforcement Policy and Civil Penalty Notice Policy to reflect the changes brought into place by the Renters Right Act.
- 2.2 As part of the Council's Housing Enforcement approach since 2018/19, powers relating to Energy Performance Certificates and Energy Efficiency Standards that are the responsibility of Trading Standards at Cambridgeshire County Council, has been delegated to Officers at Fenland District Council to enforce.
- 2.3 This is because it is inefficient for Trading Standards to resource enforcement in this area when our Officers are on a day-by-day basis inspecting and undertaking prevention, intervention and enforcement action in Fenland properties utilising Housing regulatory powers that is our duty to undertake.
- 2.4 This approach was considered by Full Council in July 2018 when agreeing the new Housing Enforcement Policy at that time as a conclusion to the member led working group's findings into how to deliver Housing Enforcement in our district.
- 2.5 Therefore, the Council needs to re-enter into a further Section 113 agreement with Cambridgeshire County Council to continue to undertake the statutory duties relating to:
- The Energy Performance of Buildings (England and Wales) Regulations 2012
 - The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015
- 2.6 All fine income the is retained by Fenland District Council to contribute to the revenue costs of delivering the Housing Enforcement Service.
- 2.7 The legal agreement is set out in Schedule 1

3 Recommendations

3.1 That Cabinet recommends to Council:

It approves entry into a Section 113 agreement with Cambridgeshire County Council as set out in Schedule 1 for the provision of undertaking Housing Enforcement Powers relating to Energy Performance and Energy Efficiency on their behalf.

Wards Affected	All
Forward Plan Reference	N/A
Portfolio Holder(s)	Councillor Gary Christy, Portfolio Holder
Report Originator(s)	Daniel Horn – Assistant Director
Contact Officer(s)	Carol Pilson – Corporate Director Daniel Horn – Assistant Director
Background Papers	Agenda item - Housing Enforcement Policy - Fenland District Council Report and Schedules 1-3.pdf

4 BACKGROUND AND INTENDED OUTCOMES

- 4.1 The Council has a statutory responsibility for Housing Enforcement.
- 4.2 Cabinet approved on the 15th June 2026 a revised Housing Enforcement Policy and Civil Penalty Notice Policy to reflect the changes brought into place by the Renters Right Act.
- 4.3 As part of the Council's Housing Enforcement approach since 2018/19, powers relating to Energy Performance Certificates and Energy Efficiency Standards that are the responsibility for Trading Standards at Cambridgeshire County Council has been delegated to Officers at Fenland District Council to enforce.
- 4.4 Section 113 of the Local Government Act 1972 enables a Local Authority to enter into an agreement as follows:

“a local authority may enter into an agreement with another local authority for the placing at the disposal of the latter for the purposes of their functions, on such terms as may be provided by the agreement, of the services of officers employed by the former, but shall not enter into any such agreement with respect to any officer without consulting him.”

5 REASONS FOR RECOMMENDATIONS

- 5.1 This is because it is inefficient for Trading Standards to resource enforcement in this area when our Officers are on a day-by-day basis inspecting and undertaking prevention, intervention and enforcement action in Fenland properties utilising Housing regulatory powers that is our duty to undertake.
- 5.2 This approach was considered by Full Council in July 2018 when agreeing the new Housing Enforcement Policy at that time as a conclusion to the member led working group's findings into how to deliver Housing Enforcement in our district.
- 5.3 Therefore, the Council needs to re-enter into a further Section 113 agreement with Cambridgeshire County Council to continue to undertake the statutory duties relating to:
- The Energy Performance of Buildings (England and Wales) Regulations 2012
 - The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015
- 5.4 The legal agreement is set out in Schedule 1

6 CONSULTATION

- 6.1 There are no specific consultation requirements associated with the recommendations set out in this report.

7 ALTERNATIVE OPTIONS CONSIDERED

- 7.1 To not enter into the agreement which would mean a comprehensive approach to housing prevention, intervention and enforcement could not be undertaken in accordance with our approved policy.

8 IMPLICATIONS

8.1 Legal Implications

- 8.2 Section 113 of the Local Government Act 1972 enables a Local Authority to enter into an agreement as follows:

“a local authority may enter into an agreement with another local authority for the placing at the disposal of the latter for the purposes of their functions, on such terms as may be provided by the agreement, of the services of officers employed by the former, but shall not enter into any such agreement with respect to any officer without consulting him.”

- 8.3 Paragraph 2.2 of Article 11 of the Constitution provides that Fenland District Council may establish joint arrangements with one or more local authorities and/or their executives to exercise functions which are not executive functions.
- 8.4 As the Housing Enforcement is an executive function that goes to Cabinet only for approval, a recommendation to Council is needed by Cabinet to Council on this basis in relation to any Section 113 agreement.

8.5 Financial Implications

8.6 The proposed arrangements can be met within existing service budget provisions which is met by a variety of sources.

8.7 All fine income the is retained by Fenland District Council to contribute to the revenue costs of delivering the Housing Enforcement Service.

8.8 Equality Implications

8.9 As set out in schedule 2 of the Housing enforcement cabinet report of the 15th June [Report and Schedules 1-3.pdf](#).

9 Schedules

- Schedule 1 – S113 Agreement CCC and FDC

SCHEDULE 1

DATED 24th June 2026

CAMBRIDGESHIRE COUNTY COUNCIL

- and -

FENLAND DISTRICT COUNCIL

**Agreement for the delegation of functions under the specified Energy Performance
legislation from Cambridgeshire County Council to Fenland District Council**

Clause

1. Background
2. Structure
3. Definitions and interpretation
4. Duration
5. Delegation of Functions
6. Agency
7. The District Responsibilities
8. Financial arrangements
9. Monitoring of Performance
10. Intellectual Property Rights
11. Variation
12. Liabilities
13. Confidentiality
14. Data Protection
15. FOIA
16. Termination
17. Disputes
18. Insurance
19. Scrutiny
20. Audit
21. Costs
22. Notices
23. Rights of third parties
24. Entire Agreement
25. Governing law
26. Counterparts

Schedule 1: District Responsibilities

Delegated Functions

Associated Duties

DELEGATION AGREEMENT is made theday of2025

BETWEEN

(1) **Cambridgeshire County Council** of New Shire Hall, Emery Crescent Enterprise Campus, Alconbury Weald, Huntingdon, PE28 4YE (“CCC”) and

(2) **Fenland District Council** of Fenland Hall, County Road, March, Cambs PE15 8NQ (“the District”)

NOW IT IS AGREED as follows:

1. Background

- 1.1 CCC wishes to enter into arrangements with the District pursuant to Section 101, 102, 112 and 113 of the Local Government Act, and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts; together with the general power within section 2 of the Local Government Act 2000 and the supporting provisions within section 111 Local Government Act 1972 and pursuant to all other enabling powers for the discharge of their functions relating to energy performance certificates by the District in accordance with the arrangements set out in this delegation agreement (“Agreement”) from the Commencement Date.
- 1.2 The Parties acknowledge that the District has continued to deliver EPC-related activities pending renewal of formal arrangements, and now wish to formalise those arrangements through this Agreement.
- 1.3 CCC has authority to delegate EPC enforcement functions to all Cambridgeshire District Councils pursuant to the decision of Full Council dated 17 December 2019.
- 1.4 Nothing in this Agreement shall be interpreted as giving retrospective effect to the delegation of functions.

2. Structure

- 2.1 The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement includes the Schedules.

3. Definitions and interpretation

- 3.1 In this Agreement, references to any enactment include references to that enactment as for the time being amended, applied, consolidated, re-enacted by or having effect by virtue of any subsequent enactment, and for this purpose 'enactment' means any Act, whether

public, general, or local and includes any byelaw, order, rule, regulation, scheme or other instrument having effect by virtue of an enactment.

3.2 In this Agreement, the following expressions have the following meanings unless inconsistent with the context:

“Associated Duties”	the associated duties set out Schedule 1;
“Annual Service Report”	the report which the District is required to prepare annually in accordance with Schedule 1 of this Agreement.
“Business Day”	any day other than a Saturday or Sunday or a public bank holiday in England.
“CCC Functions”	means the CCC Functions specified at Schedule 1 including the power to do anything that is calculated to facilitate or is conducive or incidental to the discharge of those functions;
“Change of Law”	means the coming into effect after the date of this Agreement of: <ul style="list-style-type: none">(a) Law other than any Law which on the date of this Agreement has been published:<ul style="list-style-type: none">(i) in a bill;(ii) in a draft statutory instrument; or(iii) as a proposal in the Official Journal of the European Union;(b) any guidance; or(c) any applicable judgment of a relevant court of law which changes a binding precedent;

“Commencement Date”	means the date of this Agreement is executed by both Parties ;
"Confidential Information"	information that, if disclosed, would or would likely prejudice the commercial interests of any person, including Intellectual Property Rights, of either Party and all Personal Data;
“Contract Year”	a period of twelve (12) months, commencing on the Commencement Date and/or each anniversary of the Commencement Date;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of any Data Processor engaged in the performance of its obligations under this Agreement;
“Data Protection Legislation”	<p>this includes:</p> <p>((i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;</p> <p>is an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;</p>

“Data Protection Assessment”	Impact	is a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
“Data Subject Request”	Access	means any material breach of the obligations of the relevant party (including but not limited to fundamental breach);
“Default”		
“Default Notice”		means a notice in writing served by one party on the other in accordance with clause 16.3 setting out the details of any Default and the steps required to remedy the Default;
“District Responsibilities”		the CCC Functions and the Associated Duties set out at Schedule1:
“Enquiry Phase Personal Data”		the Personal Data to be Processed by or on behalf of the Council, more particularly described in Schedule 2;
“Exempt Information”		any information or class of information relating to this Agreement which may fall within an exemption to disclosure under the FOIA legislation;
“FOIA”		the Freedom of Information Act 2000 and subordinate legislation made under this and including the Environmental Information Regulations 2004;

“District Manager”	The District manager with responsibility for the District Responsibilities
“Information Request”	a request for information made under the FOIA;
“Intellectual Property Rights”	confidential business information, copyright (including rights in Software), database rights, know-how, rights (whether registrable or otherwise) in design, patents, service marks, and trademarks, trade or business names, trade secrets, applications for any of the foregoing and any similar or analogous rights to any of the above, whether arising from or granted under the Laws of England or any other jurisdiction;
“Parties”	CCC, and the District and any successor authority to CCC or the District arising from local government reorganisation;
“Prohibited Act”	<p>the following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;

- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under the Fraud Act 2006;
 - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Authority;
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Authority; or
 - (v) section 117 of the Local Government Act 1972;

“Software”

any and all computer programs in both source and object code form including all modules, routines and sub-routines of such programs and all source and other preparatory materials relating to them, including user requirements, functional specifications, ideas, principles, programming languages, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding and any manuals or other documentation relating to them and computer generated works;

“Supervising Officer” the CCC manager with responsibility for those regulatory services relevant to this Agreement;

3.3 In this Agreement, except where the context otherwise requires:

- a. the masculine includes the feminine and vice versa; and
- b. the singular includes the plural and vice versa.

3.4 References to CCC and FDC in this Agreement shall include any successor authority responsible for the relevant functions following local government reorganisation.

4. Duration

4.1 This Agreement shall come into effect on the Commencement Date and shall continue for a period of 4 years unless terminated earlier in accordance with the provisions of clause 16 or extended in accordance with clause 4.2

4.2 The Parties may by written agreement extend the term of this Agreement for a further period or periods of 2 years or for such other period as the Parties may agree in writing.

4.3 The conditions and Schedules to this Agreement shall apply for any period of extension of the term of this Agreement agreed by the Parties in accordance with Clause 4.2.

4.4. The Parties shall review this Agreement annually during the Term and any changes agreed shall be made in accordance with the variation procedure at clause 11.

5 Delegation of Functions

5.1 In consideration of the provisions of this Agreement and pursuant to the above mentioned powers, CCC delegates, its CCC Functions to the District and the District accepts the delegation of the CCC Functions described in Schedule 1.

5.2 Each Party shall ensure that they make any necessary changes to their respective constitutions required to give effect to this Agreement and confirm that CCC has sufficient member authority to enter into this Agreement, pursuant to the decision of Full Council on 17 December 2019.

6. The District Responsibilities

6.1 Subject to the delegation by CCC the District shall be entitled to undertake the District Responsibilities set out in Schedule 1.

6.2 The District shall ensure that when undertaking the District Responsibilities it shall do so in accordance with all applicable law.

6.3 The District shall ensure that all staff involved in the undertaking the District Responsibilities shall do so with reasonable skill, care and diligence and shall possess such qualifications, skills and expertise as are necessary for the proper supply of the District Responsibilities.

7. Agency

7.1 Except as expressly set out in this Agreement, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

8. Financial arrangements

8.1 In consideration of the District accepting the delegation of the CCC Functions and associated responsibilities CCC acknowledge and agree that all fees from third parties for fixed penalty notices issued by the District as a result of the exercise of the CCC Functions will be received by the District and that the District may retain all such fees.

8.2 The Parties acknowledge and agree that CCC shall have no liability to make any payments to the District for the exercise by the District of or the performance by the District of any of the District Responsibilities under this Agreement. The District shall be responsible for all costs associated with or arising from its exercise of or performance of the District Responsibilities.

9. Performance Monitoring

9.1 The District shall provide CCC with an Annual Service Report to be submitted by 1st May each Contract Year detailing the information specified at Schedule 1.

10. Intellectual Property Rights

10.1 Any Intellectual Property Rights created as a result of the exercise by the District of or performance by the District of any of the District Responsibilities shall vest jointly in CCC.

11. Variation and Local Government Reorganisation

11.1 This Agreement may be varied from time to time by agreement between the Parties and any variation must be made in accordance with this clause 11.

11.2 Any Party may request a variation to this Agreement by making a written request to the others.

- 11.3 On receipt of a written variation request, the relevant Parties shall consider the request and shall use their best endeavours to accommodate and agree such changes in their absolute discretion with a view to confirming the change in writing within 30 days of the request being received.
- 11.4 The Parties shall review and, if necessary, vary this Agreement in the event of any local government reorganisation affecting either Party, to ensure continued lawful and effective discharge of the delegated functions.

Local Government Reorganisation

- 11.5 In the event of local government reorganisation resulting in the abolition, merger, or restructuring of either Party:
- a. all rights, obligations, and liabilities under this Agreement shall automatically transfer to the successor authority or authorities responsible for the relevant functions, including but not limited to any unitary authority replacing CCC or the District;
 - b. references to “CCC” and “FDC” shall be deemed to include any successor authority to those councils;
 - c. the successor authority shall assume responsibility for the CCC Functions and District Responsibilities as set out in Schedule 1, unless otherwise agreed in writing;
 - d. the Parties (or their successors) shall review the Agreement within six months of the reorganisation to determine whether any variation is required to reflect changes in governance, structure, or statutory responsibilities.

12. Liabilities

- 12.1 CCC shall not be liable for any acts or omissions of the District under this Agreement and the District shall indemnify CCC against any claims which may be made against CCC by third parties arising from any such act or omission relating to the exercise by the District of or the performance of the District of the District Responsibilities and without limitation to the foregoing the District shall indemnify CCC in respect of any liability, loss, damages, costs and expenses it may incur, arising from the breach by the District of its warranties or obligations under this Agreement or by reason of any misrepresentation, or negligent or tortious act or default by the District its employees or agents (except where such liability, loss, damages costs and expenses arise from the negligence or acts or omissions of CCC).
- 12.2 CCC reserves the right to recover from the District the cost of any liabilities which have been caused by the District and which are discovered after this Agreement expires or is terminated.
- 12.3 Each Party shall at all times take all reasonable steps within its powers to minimise and

mitigate any loss for which it is seeking reimbursement from the other.

12.4 This clause 12 shall survive the expiry or termination of this Agreement.

13. Confidentiality

13.1 Each Party undertakes to the other to keep confidential all information (whether written, pictorial in machine readable form or oral) and in whatever form received during the continuance of this Agreement or obtained as a result of entering into or performing this Agreement concerning the business or affairs of the other Parties including without limitation the provisions of or (subject as provided for in this clause 13) the subject matter of this Agreement, which shall be deemed 'Confidential Information'

13.2 Each Party undertakes to the other not to use the Confidential Information of any of the other Parties except for the purposes of this Agreement and shall not (without the prior written consent of the other Party) disclose the same to any person save to the extent necessary for the performance of this Agreement and except to the extent that such information:

- a. is required to be disclosed by the law of any relevant jurisdiction;
- b. is trivial or obvious;
- c. is already in the public domain at the time of disclosure or thereafter;
- d. is in the possession of the disclosing Party (as evidenced by written records) otherwise than as a result of a breach of this clause 13;
- e. becomes known to the disclosing Party from a source other than the other Authority otherwise than as a result of a breach of this clause 13;
- f. was disclosed after the express prior written approval of the Party to whom such information belongs; or
- g. is required to be disclosed by the Parties for the purposes of best value or performance assessment;
- h. is required to be disclosed to enable any Party to pursue any action in the courts in relation to the District Responsibilities; and

in any event subject to the disclosing Party having notified the other Party in writing prior to making such disclosure.

13.3 Notwithstanding anything contained elsewhere in this Agreement the provisions of this clause 13 shall survive the expiry or termination of this Agreement.

14. Data protection

- 14.1 The Parties shall observe all of their obligations under the Data Protection Legislation that arise in connection with the District Responsibilities.
- 14.2 For the purposes of this Clause, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer” “Process” and “Processing” shall have the meaning prescribed under the Data Protection Legislation..
- 14.3 CCC instruct and authorise the District to Process the Enquiry Phase Personal Data for the purposes set out in Schedule 2 as a Data Processor.
- 14.4 The District shall:
 - 14.4.1 Process the Enquiry Phase Personal Data only on documented instructions from CCC (unless the District or the relevant Sub-Processor is required to Process the Enquiry Phase Personal Data to comply with applicable laws, in which case the District will notify CCC of such legal requirement prior to such Processing unless such applicable laws prohibit notice to the District on public interest grounds). For the purpose of this clause 14.4.1, the Processing detailed in Schedule 2 constitutes documented instructions;
 - 14.4.2 ensure that any individual authorised to Process the Enquiry Phase Personal Data is subject to appropriate confidentiality obligations, is under an appropriate statutory obligation of confidentiality, and complies with clause 14; and
 - 14.4.3 at the option of CCC, securely delete or return to CCC as the case may be any Enquiry Phase Personal Data after the term of the Agreement, and delete any remaining copies. The District will be entitled to retain any Enquiry Phase Personal Data which (a) it has to keep to comply with any applicable law or (b) it subsequently processes as a Data Controller as a result of providing District Responsibilities directly to the Data Subject.
 - 14.4.4 implement appropriate technical and organisational measures to prevent a breach of security, leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Enquiry Phase Personal Data transmitted, stored or otherwise Processed (a “Data Security Incident”);
 - 14.4.5 notify CCC without undue delay after becoming aware of a Data Security Incident;
 - 14.4.6 taking into account the nature of the Processing of Enquiry Phase Personal Data, provide reasonable assistance to CCC in:
 - 14.4.6.1 complying with its obligations under the Data Protection Laws relating to the security of Processing the Enquiry Phase Personal Data;
 - 14.4.6.2 responding to requests for exercising Data Subjects’ rights under the Data Protection Laws, including by appropriate technical and organisational measures, insofar as this is possible;
 - 14.4.6.3 documenting any Data Security Incidents and reporting any Data

Security Incidents to any Supervisory Authority and/or Data Subjects;
and

- 14.4.6.4 conducting privacy impact assessments of any Processing operations and consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.
- 14.4.7 make available to CCC all information necessary to demonstrate compliance with the obligations set out in the notice and
- 14.4.8 allow for and contribute to audits, including inspections, conducted by CCC or another auditor mandated by CCC.
- 14.5 The Parties shall ensure that Personal Data is safeguarded at all times in accordance with the Law, which shall include without limitation obligations to:
 - 14.5.1 Process the Personal Data in accordance with Schedule 2;
 - 14.5.2 have policies which are rigorously applied that describe individual personal responsibilities for handling Personal Data;
 - 14.5.3 have agreed protocols for sharing Personal Data with other public authorities and non-public organisations;
 - 14.5.4 perform an annual information governance self-assessment.
- 14.6 To the extent that any Party (including its staff) is acting as a "Data Processor" on behalf of any other Party, that Party shall, in particular, but without limitation:
 - 14.6.1 notify the Party acting as "Data Controller" immediately if it considers that any of the Data Controller's instructions infringe the Data Protection Legislation;
 - 14.6.2 shall provide all reasonable assistance to the Data Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Data Controller, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the District Responsibilities;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and;
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
 - 14.6.3 only process such Personal Data, as that term is defined in the Data Protection Legislation, as is necessary to perform its obligations under this Agreement, and only in accordance with any instruction given by the another Party under this Agreement. If it is so required the Data Processor shall promptly notify the CCC

Data Controller before processing the Personal Data unless prohibited by Law;

14.6.4 ensure that it has in place Protective Measures, which have been reviewed and approved by the CCC Data Controller as appropriate to protect against a Data Loss Event having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures;

14.6.5 ensure that:

- (a) the Data Processor Personnel do not process Personal Data except in accordance with this Agreement;
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Data Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Provider's duties under this clause;
 - (ii) are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the CCC Data Controller or as otherwise permitted by this Contract;
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (v) are aware of and trained in the policies and procedures identified in Clauses 14.5 and 14.6.4 above.

14.6.6 not transfer Personal Data outside of the EU unless the prior written consent of the CCC Data Controller has been obtained and the following conditions are fulfilled:

- (a) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the CCC Data Controller;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to

any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations); and

(d) the Data Processor complies with any reasonable instructions notified to it in advance by the CCC Data Controller with respect to the processing of the Personal Data;

- 14.6.7 at the written direction of the CCC Data Controller, delete or return Personal Data (and any copies of it) to the CCC Data Controller on termination of the Contract unless the Data Processor is required by Law to retain the Personal Data.
- 14.6.8 shall maintain complete and accurate records and information to demonstrate their compliance with this clause 14.
- 14.6.9 allow for audits of its Data Processing activity by the CCC Data Controller or the Data Controller's designated auditor.
- 14.6.10 designate a data protection officer if required by the Data Protection Legislation.
- 14.7 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Data Processor must:
 - 14.7.1 notify the CCC Data Controller in writing of the intended Sub-processor and processing;
 - 14.7.2 obtain the written consent of the CCC Data Controller;
 - 14.7.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 14 such that they apply to the Sub-processor; and
 - 14.7.4 provide the CCC Data Controller with such information regarding the Sub-processor as the CCC Data Controller may reasonably require.
- 14.8 The Data Processor shall remain fully liable for all acts or omissions of any Sub-processor. Subject to clause 14.7, either Party shall notify the other Party immediately if it:
 - 14.8.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 14.8.2 receives a request to rectify, block or erase any Personal Data;
 - 14.8.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 14.8.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 14.8.5 receives a request from any third Party for disclosure of Personal Data where

compliance with such request is required or purported to be required by Law; or

- 14.8.6 becomes aware of a Data Loss Event.
- 14.9 The Parties' obligations to notify under clause 14.8 shall include the provision of further information to the other Party in phases, as details become available.
- 14.10 Taking into account the nature of the processing, each Party shall provide the other with full assistance in relation to the other Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.10 (and insofar as possible within the timescales reasonably required by the Parties) including by promptly providing:
 - 14.10.1 the other Party with full details and copies of the complaint, communication or request;
 - 14.10.2 such assistance as is reasonably requested by the other Party to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 14.10.3 the other Party, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 14.10.4 assistance as requested by the other Party following any Data Loss Event;
 - 14.10.5 assistance as requested by the other Party with respect to any request from the Information Commissioner's Office, or any consultation by the other Party with the Information Commissioner's Office.
- 14.11 Any Party may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 14.12 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. Any Party may on not less than 30 Working Days' notice to the other amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 14.13 Each Party shall indemnify and keep indemnified the other Parties against all Losses incurred by it in respect of any breach of this clause by the defaulting Party, except to the extent that such breach was attributable to any act, omission or direction of the non-defaulting Party.

15. FOIA

- 15.1 The Parties recognise that they are public authorities as defined within the FOIA and therefore recognise that information relating to this Agreement may be the subject of an Information Request. The Parties shall assist each other in complying with their obligations under the FOIA, including but not limited to assistance without charge in gathering information to respond to Information Requests related this Agreement or in relation to the District Responsibilities.

- 15.2 Each Party shall be entitled to disclose any information relating to this Agreement and the District Responsibilities in response to an Information Request, save that in respect of any Information Request which is in whole or part a request for Confidential Information.
- 15.3 The Party which receives the Information Request shall circulate the Information Request to the other and shall in good faith consider any representations raised by the other when deciding whether to disclose information that is exempt, however the Party which receives the Information Request shall retain the right to determine at their absolute discretion how to respond to the Information Request.
- 15.4 The Parties acknowledge and agree that any decision made by a Party which receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOIA is solely the decision of that Party.
- 15.5 Neither Authority will be liable to the other for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

16. Termination

- 16.1 Any Party may terminate this Agreement by giving not less than twelve months' written notice to the other of its intention to do so and such notice shall specify the date on which the Agreement shall terminate.
- 16.2 In the event that any Party commits a Default, a non-defaulting party may serve on the other party a Default Notice.
- 16.3 Any Party may terminate this Agreement in whole or part by giving six (6) months' written notice to the other Parties if any other Party commits a Default:
- 16.3.1 which is capable of remedy and the other party has failed to remedy such a breach within thirty (30) Business Days of receipt of a Default Notice, or such longer period as may be specified by the non-defaulting party; or
- 16.3.2 which is not, in the reasonable opinion of the non-defaulting party, capable of remedy.
- 16.4 Any Party may terminate this Agreement in whole or part with immediate effect by giving written notice to the other Parties if any other Party commits a Prohibited Act.
- 16.5 This Agreement may be terminated by either Party with six months' written notice in the event that local government reorganisation materially affects the ability of either Party to perform its obligations under this Agreement.
- 16.6 Upon termination of this Agreement all intellectual and physical properties or any works created prior to or during the provision of the District Responsibilities shall vest in CCC and the District shall co-operate in the prompt transfer of such, including any data and electronic file passwords

17. Disputes

- 17.1 In the event of any dispute arising between the Parties the District Manager and Supervising Officer shall use all reasonable endeavours to resolve the matter
- 17.2 If the dispute cannot be resolved by the District Manager and the Supervising Officer the matter shall be escalated through the management structure of each Party until it is resolved.
- 17.3 Where a dispute cannot be resolved internally between the Parties, in accordance with clauses 17.1 or 17.2, it shall be referred to a single arbitrator. Having regard to the nature of the dispute, the appointment of the arbitrator shall be agreed by the Parties or, where such agreement cannot be reached, shall be nominated by the chairman of Local Government Association. Arbitration will be carried out in accordance with the provisions of the Arbitration Act 1996 as amended.

18. Insurance

- 18.1 The District shall effect and maintain employers liability insurance and public liability insurance cover which shall be in a minimum sum of £5,000,000 in respect of any single claim for the duration of this agreement and six years thereafter and adequate building insurance where it allows its premises to be used by staff to work on matters relating to this Agreement.
- 18.2 The District shall effect and maintain professional indemnity insurance in a minimum sum of £5,000,000 in respect of any single claim for the duration of this Agreement and six years thereafter

19. Scrutiny

- 19.1 Scrutiny will be the responsibility of each Party. The relevant committees of each Party charged with audit and the Parties' officers and external auditors shall have the right to inspect any documents relating to this Agreement and to require the appropriate officers of the District to answer any questions raised by them.

20. Audit

- 20.1 The accounts relating to this Agreement shall be the subject of audit by the District and shall be open to inspection by CCC.

21. Costs

- 21.1 Each Party shall pay its own costs relating to or in connection with its negotiation, preparation, execution and implementation.

22. Notices

22.1 A Party may only serve notice on the other Parties by either delivering it by hand or sending it by recorded delivery post, addressed to:

- a. the Head of Trading Standards, Cambridgeshire County Council, Sackville House, Sackville Way, Cambourne, Cambridgeshire CB23 6HL
- b. The Head of Housing and Community Support, Fenland District Council, Fenland Hall, County Road, March PE15 8NQ for the District; or
- c. such other address as the Parties may notify each other from time to time.

22.2 Every notice will be treated as having been served at the end of the day that it is delivered. Notices sent by recorded delivery post shall be deemed to have been delivered on the next Business Day following despatch.

23. Rights of third parties

23.1 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

23.2 For the avoidance of doubt nothing contained in this clause 23 shall affect any right to or remedy of any third party which exists or is available other than under the Contracts (Rights of Third Parties) Act 1999.

24 Entire Agreement

24.1 This Agreement together with the schedules constitutes the entire Agreement between the Parties with respect to its subject matter. Each Party acknowledges that in entering into this Agreement it does not do so on the basis of or in reliance upon any representations (save for fraudulent misrepresentations), promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as expressly provided in this Agreement and accordingly all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

25 Governing law

25.1 This Agreement is governed by and shall be construed in accordance with English law and the parties hereto submit to the exclusive jurisdiction of the English courts in respect of any dispute arising from this agreement or its subject matter.

26. Counterparts

26.1 This Agreement may be executed in two or more counterparts, each of which shall be regarded as an original, but all of which together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF the parties hereto have executed and delivered this document as a Deed on the date of this document:

EXECUTED as a deed under the Common Seal of
CAMBRIDGESHIRE COUNTY COUNCIL
In the presence of

.....
Duly Authorised Officer

EXECUTED as a deed under the Common Seal of
FENLAND DISTRICT COUNCIL
In the presence of

.....
Duly Authorised Officer

Schedule 1: District Responsibilities

Delegated Functions

Under this Agreement:

CCC delegates the delivery of the following CCC Functions to the District:

1. The Energy Performance of Buildings (England and Wales) Regulations 2012

- (a) The powers of the enforcement authority under part 7 of Energy Performance of Buildings (England and Wales) Regulations 2012 including:
- (i) power under Regulation 35 to require the production of documents and to require copies of documents,
 - (ii) power under Regulation 36 to give or withdraw a penalty charge notice;
 - (iii) obligation under Regulation 39 to review a penalty charge notice and confirm or withdraw the notice;
 - (iv) the obligation under Regulation 40 to participate in any appeal to the County Court and to repay any amount previously paid as a penalty charge;
 - (v) power under Regulation 41 to recover penalty charges;
 - (vi) power under Regulation 43 to take action for obstruction.

2. The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015

(a) The powers of the enforcing authority under part 3 of The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 including;

- (i) power under Regulation 37 to serve a Compliance Notice,
- (ii) power under Regulation 38 to serve a penalty notice and to issue further penalty notice;
- (iii) obligation under Regulation 39 to publish breaches of penalty notices;
- (iv) obligation to review, waive or modify penalties in accordance with Regulation 42;
- (v) the obligation to participate fully where any appeal is made to the First-tier Tribunal under Regulation 43;
- (vi) the obligation to repay any amount paid as a financial penalty where a penalty notice is quashed on appeal in accordance with Regulation 44;
- (vii) power to recover a financial penalty in accordance with Regulation 45.

Associated Duties

- 1.1 The District will provide relevant staff training to ensure that all officers exercising the CCC Functions have the necessary levels of competence and knowledge to fulfil those functions in line with legislative requirements.
- 1.2 The District will ensure that all enforcement action is appropriate.

- 1.3 The District shall provide CCC with a written report by 1st May each Contract Year (the Annual Service Report) to enable CCC to comply with its statutory duty under Regulation 34C of the Energy Performance of Buildings (England and Wales) Regulations 2012 which shall include as a minimum, for the period 1st April to 31st March, the following information:
- 1.3.1 the number of inspections undertaken;
 - 1.3.2 details of all compliance and enforcement activities undertaken
 - 1.3.3 number of complaints received from the public.
 - 1.3.4 and any other information that shall be introduced by future legislative requirements
 - 1.3.5 to be in a form and contain information in accordance with guidance issued by the Secretary of State;
 - 1.3.6 identify such agreements as the enforcement authority has entered into with any other enforcement authority under regulation 34A(2) of the Energy Performance of Buildings (England and Wales) Regulations 2012 to act as enforcement authority in relation to local authority buildings in the area of either; and
 - 1.3.7 state any changes in the responsibility of enforcement authorities under such agreements.

Schedule 2: Data Processing


This Schedule shall be completed by the CCC Controller, who may take account of the view of the FDC Controller and Processors, however the final decision as to the content of this Schedule shall be with the CCC Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer at CCC are: Ben Stevenson, Cambridgeshire County Council, New Shire Hall, Alconbury Weald, Cambridgeshire PE28 4YE
2. The contact details of the Processor's Data Protection Officer at FDC are:
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, both CCC and FDC have responsibilities as Controller and that FDC is the Processor in accordance with Clause 14.3.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively utilise the powers delegated through receipt of/sharing of Intelligence, analysis of the same and as necessary the issuing of Notices and Penalty Notices.
Duration of the processing	For the duration of this Agreement (including any extensions and subject to earlier termination).
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose is to enable FDC to identify legislative breaches and use the powers delegated to take appropriate enforcement action</p>
Type of Personal Data being Processed	Landlord name, address, telephone number, email, details of other properties owned, tenant(s) name, email, telephone number, details of tenancy agreement, and health issues of the tenant(s) provided by the tenant where these may be connected with poor EPC measures; managing agent name, address, telephone number, email;

	freeholder/leaseholder name, address, email and telephone number
Categories of Data Subject	Landlord Tenant(s) Agent Freeholder Leaseholder
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Within 30 days of the expiry or termination of this Agreement, the District will return, destroy, or delete any personal data processed pursuant to or in connection with this Agreement unless required to be retained in line with their legal duties (e.g. prior enforcement action for which appeal period had not yet expired) Upon request, the District shall provide CCC with a certificate confirming such return, destruction, or deletion.

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Agenda Item No:	8	
Committee:	Cabinet	
Date:	13 July 2026	
Report Title:	Wisbech High Street Update	

1 Purpose / Summary

- 1.1 To provide Cabinet with a monthly update regarding the pre-construction design and planning work for 11-12 High Street, Wisbech and associated funding opportunities

2 Key Issues

- 2.1 The required detailed design work has now reached an initial conclusion with plans submitted to the FDC Planning Dept and a decision on the application is expected in July.
- 2.2 The cost estimate prepared by quantity surveyors in the design team has seen an increase from an initial estimate of £3M to a revised figure now of £3.3M and this based on various factors including costings taken from 24 High Street and general pricing trends in the construction sector. We continue to work with funding providers including, but not limited to, NHLF and CPCA with additional options also being considered.
- 2.3 CPCA have indicated that their initial offer of monies in the sum of approximately £1.5m towards the project remains a possibility however a business case will be required, and this will need to go through the CPCA Shared Assurance Framework approval process. To this end, a fee quote for the works of preparing the specialist business case is being obtained and will be circulated to members prior to approval. This document is to be drafted in such a way that it will not only be suitable for submission to the CPCA but to the other identified sources of external funding
- 2.4 The completion of the planning submission has allowed the design team to concentrate on the preparation of the tender documents for circulation through the summer period. Once both the tenders and planning consent are received members will be asked to agree on the project next steps, i.e. do we proceed to construction or not.
- 2.5 The works to date is all being undertaken via different but parallel work streams and therefore the initially suggested target date for completion of the project of Autumn 2027 remains viable.

3 Funding Opportunities

- 3.1 We continue to work with funding providers including, but not limited to, NHLF and CPCA with additional options also being considered and progress in this respect is set out in greater detail below.

Potential Funding Source	Amount
CPCA	£1,500,000
Town Board	£200,000
NHLF	£1,000,000
Total Potential Funding from External Partners	£2,700,000
Projected Deficit for FDC to fund (based on current projected cost estimate of £3.3M)	£600,000

3.1 CPCA

3.1.1 FDC Officers are currently working with Avison Young to prepare a full business case for the scheme to present to CPCA, Town Board and the NLHF. Avison Young have completed a draft Concept Paper in consultation with the CPCA and their requirements which is currently with the CPCA Economic Development team. Feedback once received will be circulated to CMT.

3.1.2 Over the past weeks, Avison Young have had helpful discussions with Judith Barker and, separately, Domenico Cirillo at CPCA. They set out the process for applying for CPCA funding. The key points are:

- No CPCA funding has yet been allocated to this project.
- The CPCA process requires a Concept Paper and a Business Case, both considered by a funding panel & committee. Schemes of this size would not normally go to the Combined Authority Board; however, even where officers recommend approval, funding availability is not guaranteed.
- The Concept Paper was submitted to CPCA on 09/06/2026 by Avison Young for initial feedback and review ahead of the full business case.
- While the scheme itself was seen as relatively straightforward, they noted potential issues with alignment to the CPCA Local Growth Plan. In particular, they raised concerns about the ground-floor retail element, given current high-street conditions and its weaker alignment with the LGP.
- Both suggested the proposal could be de-risked and made more attractive to CPCA officers and members by strengthening the public-sector funding mix, for example through co funding from the Wisbech Town (Neighbourhood) Board (Note: Recently it has become clear

through discussions with CPCA that this is essentially a requirement and any scheme without external match may struggle to be approved.) External match funding also has a positive impact on the VfM and BCR of the scheme.

3.1.3 Next steps:

- The draft business case will be worked up following a steer from CMT discussions around funding mix, ongoing revenue costs and viability.
- Once drafted it will be circulated to CMT, the Leader and Portfolio Holder for discussion and formal submission from FDC to the CPCA.

3.1.4 Below is the timetable for submission deadlines and funding committee meetings:

Submission Deadline for Funding Panel	Funding Panel Agenda published	Funding Panel Meeting	CEO / ED Meetings	Funding Committee Agenda published	Funding Committee Meeting	Submission Deadline for CPCA Board	CA Board Agenda published	CA Board Meeting
Mon 30/03/26	Wed 08/04/26	Wed 15/04/26	Wed 29/04/26	Thu 11/06/26	Mon 22/06/26	Tue 30/06/26	Mon 06/07/26	Wed 15/07/26
Mon 20/04/26	Wed 29/04/26	Wed 06/05/26	Wed 20/05/26	Thu 11/06/26	Mon 22/06/26	Tue 30/06/26	Mon 06/07/26	Wed 15/07/26
Fri 15/05/26	Tue 26/05/26	Tue 02/06/26	Mon 08/06/26	Thu 11/06/26	Mon 22/06/26	Tue 30/06/26	Mon 06/07/26	Wed 15/07/26
Mon 15/06/26	Wed 24/06/26	Wed 01/07/26	Wed 15/07/26	Wed 26/08/26	Mon 07/09/26	Tue 08/09/26	Mon 14/09/26	Wed 23/09/26
Fri 10/07/26	Tue 21/07/26	Tue 28/07/26	Mon 10/08/26	Wed 26/08/26	Mon 07/09/26	Tue 08/09/26	Mon 14/09/26	Wed 23/09/26
Mon 10/08/26	Fri 21/08/26	Thu 27/08/26	Tue 15/09/26	Thu 01/10/26	Mon 12/10/26	Tue 10/11/26	Mon 16/11/26	Wed 25/11/26
Fri 04/09/26	Tue 15/09/26	Tue 22/09/26	Mon 28/09/26	Thu 01/10/26	Mon 12/10/26	Tue 10/11/26	Mon 16/11/26	Wed 25/11/26
Fri 16/10/26	Tue 27/10/26	Tue 03/11/26	Tue 17/11/26	Wed 23/12/26	Mon 11/01/27	Mon 12/01/26	Mon 18/01/27	Wed 27/01/27
Fri 13/11/26	Tue 24/11/26	Wed 02/12/26	Wed 16/12/26	Wed 23/12/26	Mon 11/01/27	Mon 12/01/26	Mon 18/01/27	Wed 27/01/27
Wed 06/01/27	Thu 14/01/27	Thu 21/01/27	Tue 02/02/27	Thu 18/02/27	Mon 01/03/27	Tue 02/03/27	Mon 08/03/27	Wed 17/03/27
Mon 08/02/27	Wed 17/02/27	TBC 24/02/2027	Wed 10/03/27					
Mon 08/03/27	Wed 17/03/27	TBC 24/03/2027	Wed 07/04/27					

3.1.5 The estimated timescale between a submission to the panel and a decision is 3 months.

3.2 Towns Fund

3.2.1 Within the Pride in Place Investment Plan submitted by the Wisbech Town Board to CLG in 2026, there is provisionally a long-term aspiration to support the development of 11-12 Wisbech High Street and similar properties:

Fig 1. Wisbech Pride in Place Regeneration Plan:

PROPOSED INTERVENTION	TIME PERIOD	PRE-APPROVED INTERVENTION CATEGORY	DESCRIPTION
SAFEGUARDING AND DEVELOPMENT OF KEY SIETS IN THE TOWN CENTRE	4-year Investment Plan horizon	Regeneration, high streets and heritage: funding for improvements to town centres, neighbourhoods and high street, including capital spend and running costs	Restoration and redevelopment of historic High Street properties. Potential for mixed-use space including retail and housing.

3.2.2 The Wisbech Town Board submission is currently approved pending further consultation with the community of Wisbech and therefore no capital funding has yet been released to the board to support with delivery of projects.

3.2.3 A consultation plan is currently with CLG for review and work has begun to undertake a details consultation across the summer concluding in August. With this in mind, it would be reasonable to assume funding will become available in Autumn 2026 to provide a possible match.

3.2.4 Following discussion with CPCA colleagues, it has become clear that they expect a level of funding support from the Town Board, even if it is a nominal sum of match of around £100,000-£200,000. However, the Town Board to date has not agreed to fund this project in the short term due to it being a longer-term aspiration over the next 10 years.

3.2.5 Next steps will be for FDC to formally propose to the Wisbech Town Board a scheme requiring funding for consideration and approval.

3.3 National Lottery Heritage Fund (NLHF)

3.3.1 Discussions between officers and representatives of the National Lottery have continued and whilst it cannot be confirmed that the previous £1M funding is guaranteed, the feedback has been largely positive in that this is a project that they remain in principle keen to support

3.4 FDC

3.4.1 The table above identifies a potential shortfall in external funding of approximately £600K

3.4.2 It is understood that as a Fenland Inspire! project, an allocation of £3.48M is presently identified in the overall capital allocation approved by members for the delivery of these projects.

3.4.3 The source of the “top up” funding is crucial to the outcome of the business case to be presented to external funders. If this shortfall were to be funded from reserves or existing streams, then it is assumed that there would be no ongoing revenue costs. If, however, borrowing was required then the revenue costs of

servicing the interest on a loan would have to be accounted for and this will affect the scheme viability for funders making it unviable

4 Conclusion

- 4.1 The project remains active with planning permission currently under consideration and due in July 2026. The tender works are progressing, and we hope to be sending the documents out during July.
- 4.2 Cabinet have previously allocated £75K to get us to RIBA 4 and it is currently projected that we will be in position to report back at the September Cabinet meeting with the benefit of planning consent and an identified preferred bidder and tender price for their 'Go / No Go' decision.
- 4.3 The issue for debate / discussion at this time is the progress and identification of external funding sources and, if these are insufficient to deliver the project how, FDC would bridge the shortfall.

4 IMPLICATIONS

4.1 Legal Implications

There are no specific legal implications associated with the recommendations set out in this report however, as identified the Council will be carefully considering the planning, procurement and funding agreement requirements associated with the progress of this project at the relevant stages.

4.2 Financial Implications

- 4.3 The General Fund Budget Estimates and Medium-Term Financial Strategy (MTFS) Report, agreed by Cabinet and Council in February, projects a financial shortfall for 2026/27 of £2.856m rising to £2.903 in 2027/28.
- 4.4 Although there are currently many uncertainties regarding the budget for 2026/27 and the MTFS, there remains a significant structural deficit which the Council will need to address.

4.5 Procurement Implications

- 4.6 All procurement activity will be undertaken in conjunction with the Procurement Team and will fully comply with the Council's Internal Contract Procedure Rules and the Public Procurement Regulations 2023.


4.7 Equality Implications

N/A

5 Recommendations

- 5.1 That Cabinet notes the report.

Wards Affected	Medworth ward	
Forward Reference	Plan	KEY21APR22/01
Portfolio Holders	Cllr Chris Seaton Cllr Chris Boden	Portfolio Holder for Social Mobility and Heritage Leader of the Council and Portfolio Holder for Finance
Report Originator	Mark Greenwood	Head of Service
Contact Officers	Phil Hughes Mark Greenwood Paul Medd Peter Catchpole	Head of Service Head of Service Chief Executive Corporate Director and S151 Officer
Background Papers	<p>Previous monthly Cabinet reports regarding Wisbech High Street</p> <p>July 2022 Cabinet and Council reports regarding 24 High Street, Wisbech</p> <p>June 2025 Cabinet papers regarding the Fenland Inspire! project and 11-12 High Street, Wisbech</p> <p>July 2026 Cabinet and Council reports regarding 24 High Street & 11/12 High Street Wisbech</p>	

Agenda Item No:	9	
Committee:	Cabinet	
Date:	13 th July 2026	
Report Title:	CONSTITUTIONAL AMENDMENTS	

1 Purpose / Summary

For Full Council to approve proposed changes to the Constitution as set out in paragraph 2.1 of Article 4.

2 Key Issues

- 2.1 In order to comply with good principles of governance and to ensure the overall accuracy and relevance of the Constitution, it is necessary to consider periodic updates and amendments.
- 2.2 This Report proposes amendments to Article 4 and Part 3, Table 5 of the Constitution which are designed to ensure the effective and efficient discharge of the Council's function.
- 2.3 Council should also note that the Monitoring Officer made a minor amendment to the Constitution to enable Members to access the Local Government Pension Scheme (LGPS) as per the legal changes that came into effect earlier this year.

3 Recommendations

- 3.1 That Cabinet recommends to full Council to approve the amendments set out in Appendix A and notes the minor amendment made by the Monitoring Officer in relation to the LGPS since the last meeting.

Wards Affected	All
Forward Plan Reference	N/A
Portfolio Holder(s)	Councillor Boden, Leader and Portfolio Holder for Governance
Report Originator(s)	Carol Pilson, Corporate Director & Monitoring Officer Amy Brown, Assistant Director & Deputy Monitoring Officer
Contact Officer(s)	Amy Brown, Assistant Director & Deputy Monitoring Officer
Background Papers	Fenland District Council Constitution: Agenda for Constitution on Monday, 19th May, 2025 - Fenland District Council

1 BACKGROUND & INTENDED OUTCOMES

- 1.1 It is proposed, in Article 11, paragraph 2, that the current arrangements are amended so that Cabinet can approve entry into joint arrangements in relation to executive functions rather than all such arrangements having to be approved by Full Council. Currently Cabinet is required to recommend changes to Full Council for approval however, this additional layer of governance is not a legal requirement and therefore for expediency it is proposed that Council preside over non-executive functions and Cabinet over executive functions.
- 1.2 It is proposed that Table 5, paragraph 10 is amended so that it is clear that the specified delegations relate to both the receipt and onward administration of grant funding including Pride in Place for which Fenland District Council is the administering authority. These proposals ensure that there is a transparent and consistent mechanism through which decisions can be taken regarding the allocation of grant funding.

2 REASONS FOR RECOMMENDATIONS

- 2.1 The recommended amendments to the Constitution are being proposed to ensure that the Council continues to be able to deliver its functions in a transparent, effective and efficient way.

3 CONSULTATION

- 3.1 There are no specific consultation requirements associated with the recommendations set out in this Report however, all persons potentially impacted by the changes have been involved in the development of the proposals presented for approval.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The Council could remain as currently drafted however this would not enable the proposed improvements to be made.

5 IMPLICATIONS

5.1 Legal Implications

The Constitution requires that changes to the Constitution are approved by Full Council (except in urgent circumstances). The proposed changes to the Constitution are designed to promote clear and expedient decision making processes maximising the timeframes within which desired outcomes can be achieved.

5.2 Financial Implications

5.3 There are no specific financial implications associated with the proposals set out in this report.

5.4 Procurement Implications

5.5 There are no specific procurement implications associated with the proposals set out in this report.

5.6 All procurement activity will be undertaken in conjunction with the Procurement Team and will fully comply with the Council's Internal Contract Procedure Rules and the Public Procurement Regulations 2023.

5.7 Equality Implications

There are no specific equality implications associated with the proposals set out in this report.

6 SCHEDULES

Schedule 1 – Proposed Constitutional Amendments

**SCHEDULE 1
PROPOSED CONSTITUTIONAL AMENDMENTS**

ARTICLE 11 - JOINT ARRANGEMENTS

- 2.1 The Council may establish joint arrangements with one or more local authorities ~~and/or their executives~~ to exercise functions which are not executive functions in any of the participating authorities. (Such arrangements may involve the appointment of a joint committee with these other local authorities).
- 2.2 The ~~Council may upon a proposal by the Cabinet~~Cabinet may establish joint arrangements with one or more local authorities to exercise functions which are executive functions. Such arrangements may involve the appointment of joint committees with these other local authorities.

TABLE 5 – PARAGRAPH 10 – ACCEPTANCE AND ALLOCATION OF FUNDING

- 10 To authorise the acceptance of and/or allocation of external funding awarded to the Council (to include but not limited to, Pride in Place Funding), the approval of the Council’s acquisitions of goods, services and works (whether following a procurement exercise or otherwise) and entry in to the associated financial and legal agreements up to the following limits:

Value	Designation
Up to £100,000	Corporate Directors and Assistant Directors in consultation with the relevant Portfolio Holder and Leader of the Council.
Between £100,001 and £500,000	Cabinet Member and Leader of the Council
Over £500,001 <u>and over</u>	Cabinet

**DRAFT 6 MONTH CABINET FORWARD PLAN –
Updated 29 June 2026**

(For any queries, please refer to the published forward plan)

CABINET

CABINET DATE	ITEMS	LEAD PORTFOLIO HOLDER
14 September 2026	1. Investment Board Update & review of the Commercial & Investment Strategy	Cllr Boden Cllr Tierney Cllr Imafidon
	2. Wisbech Alcohol PSPO Renewal	Cllr Wallwork
	3. Development Management Agreement for the Remodelling and Extension Works for the Manor Leisure Centre (TBC)	Cllr Count Cllr Boden
	4. Procurement of Mains Electrical replacement equipment for Hudson and GCLC	Cllr Wallwork
	5. LGR Update	Cllr Boden
	6. National Scheme of Delegation	Cllr Laws
	7. Building Safety Levy	Cllr Laws
	8. Fenland Inspire! Phase 2 (TBC)	Cllr Boden
	9. Wisbech Port Update (TBC)	Cllr Christy
	10. Update on Article 4 & HMO's (TBC)	Cllr Hoy
	11. 11-12 High Street, Wisbech Project	Cllr Boden Cllr Seaton Cllr Hoy Cllr Tierney
	12. Wisbech High Street Update	Cllr Seaton Cllr Hoy Cllr Tierney
	13. Cabinet Draft Forward Plan	Cllr Boden
19 October 2026	1. Cabinet Draft Forward Plan	Cllr Boden
16 November 2026	1. Review of District Wide public protection orders (dog control)	Cllr Imafidon
	2. Civil Parking Enforcement Update (TBC)	Cllr French
	3. Wisbech High Street Update	Cllr Seaton Cllr Hoy Cllr Tierney
	4. Cabinet Draft Forward Plan	Cllr Boden
14 December 2026	1. Business Plan 2027/28	Cllr Boden
	2. Budget & MTFS 2027/28	Cllr Boden
	3. Cabinet Draft Forward Plan	Cllr Boden
25 January 2027	1. Fees & Charges	Cllr Boden
	2. Wisbech High Street Update	Cllr Seaton Cllr Hoy Cllr Tierney
	3. Cabinet Draft Forward Plan	Cllr Boden

TBC = To be confirmed

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