To:
All members of the Council

Please reply to:
Contact: Karen Wyeth
Service: Committee Services
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Date: 14 October 2026

Supplementary Agenda

Council - Thursday, 22 October 2026

Dear Councillor

I enclose the following items which were marked 'to follow' on the agenda for the Council meeting to be held on Thursday, 22 October 2026:

10. Procurement Framework for Nightly-Paid Accommodation **3 - 154**

Council is asked to:

1. Agree in principle to access the Cost and Procurement Advisory Service (CPRAS) Temporary Accommodation Open Framework and if established,

2. Agree a maximum budgeted value of the contracts of £2.4 million; and

3. Delegate authority to the Group Head of Community Wellbeing to enter into Call Off contracts with providers on the Framework.

Report to follow

Yours sincerely

Karen Wyeth
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Corporate Governance

To the members of the Council

Councillors:

S.A. Dunn (Mayor)
M. Gibson
M. Arnold
M.M. Attewell
L. Barker
C. Bateson
S.N. Beatty
M. Beecher
S. Bhadye
M. Bing Dong
H.S. Boparai
L.H. Brennan
M. Buck
T. Burrell
J.R. Boughtflower
J. Button
J.P. Caplin
R. Chandler
D.C. Clarke
J.T.F. Doran
S.M. Doran
R.V. Geach
D.L. Geraci
K.M. Grant
S. Gyawali
K. Howkins
N. Islam
M.J. Lee
A. Mathur
S.C. Mooney
G. Neall
L. E. Nichols
K.E. Rutherford
D. Saliagopoulos
J.R. Sexton
J.A. Turner
B. Weerasinghe
H.R.D. Williams
P.N. Woodward

Committee Report Checklist

Please submit the completed checklists with your report. If final draft report does not include all the information / sign offs required, your item will be delayed until the next meeting cycle.

Stage 1
Report checklist – responsibility of report owner

ITEM	Yes / No	Date
Councillor engagement / input from Chair prior to briefing	**Yes**	**02/09/2026**
Commissioner engagement (if report focused on issues of concern to Commissioners such as Finance, Assets etc.)	**Yes**	**03/09/2026**
Relevant Group Head review (CWH)	**Yes**	**26/08/2026**
MAT+ review (to have been circulated **at least 5 working days before Stage 2**)	**Yes**	**26/08/2026**
This item is on the Forward Plan for the relevant committee (CWH)	**Yes**	**16/06/2026**
	Reviewed by	
Finance comments (circulate to Finance)	**Susan Faure**	**02/09/2026**
Risk comments (circulate to Lee O'Neil)	**Lee O'Neil**	**01/09/2026**
Legal comments (circulate to Legal team)	**J Clare**	**15/10/2026**
HR comments (if applicable)	**N/A**	**N/A**

For reports with material financial or legal implications the author should engage with the respective teams at the outset and receive input to their reports prior to asking for MO or s151 comments.

Do not forward to stage 2 unless all the above have been completed.

Stage 2
Report checklist – responsibility of report owner

ITEM	Completed by	Date
Monitoring Officer commentary – at least **5 working days before MAT**	**L Heron**	**15/10/2026**
S151 Officer commentary – at least **5 working days before MAT**	**Terry Collier**	**15/10/2026**
Confirm final report cleared by MAT	**MAT**	**08/09/2026**

Council Meeting

22nd October 2026

Title	*Nightly-Paid Accommodation Procurement Framework*
Purpose of the Report	To make a decision
Report Author	*Gareth Richards – Housing Strategy Team Leader, Contract Performance Management and Data Reporting*
Ward(s) Affected	All Wards
Exempt	No
Exemption Reason	*Not Applicable*
Corporate Priority	Community Addressing Housing Need Resilience Services
Recommendations	**Council is asked to:** Consider the contents of this report and to: Agree in principle to access the Cost and Procurement Advisory Service (CPRAS) Temporary Accommodation Open Framework (Framework), if established Agree a maximum budgeted value of the contracts of £2.4 million, and Delegate authority to the Group Head of Community Wellbeing to enter into Call Off contracts with providers on the Framework
Reason for Recommendation	To ensure the Council's payments for nightly-paid accommodation comply with best practice and due process, with a written agreement and with appropriate governance and monitoring in place

1. Executive Summary of the Report

What is the situation	Why we want to do something
• Officers have raised concerns, based on some national examples, regarding the procurement of spot-purchased emergency accommodation for homeless households and the associated cost for the Council	• To ensure contracts entered into with accommodation providers for spot-purchased nightly-paid accommodation comply with best practice and due process, and adhere to best value principles, with proper governance and monitoring in place
This is what we want to do about it	**These are the next steps**
• Use a procurement framework hosted by CPRAS for nightly-paid accommodation providers to The Council	• To access the open framework hosted by CPRAS to enable compliant contracts to be put in place with providers

2. Key Issues

2.1 This report was considered by Community Wellbeing and Housing Committee (CWHC) at its meeting on 29th September. CWHC debated matters raised in and the recommendation sought by the report and concluded not to make a recommendation to Council. CWHC agreed that further details would be communicated to all members through a member briefing before going to Council. A briefing on the issues covered by this report was provided for all members on 5th October.

2.2 Officers have raised concerns as to whether the current process of spot-purchasing of nightly-paid emergency accommodation for homeless households by Spelthorne Borough Council follows best practice and due process, and adheres to best value principles, with appropriate governance and monitoring in place.

2.3 Other Local Authorities have raised similar concerns, and Peterborough City Council has issued a report, prepared jointly by their monitoring officer and Section 151 officer, under Section 5A(3)(a) of the local Government and Housing Act 1989 and Section 114A (2)(a) Local Government Finance Act 1988, in respect of unlawful expenditure relating to temporary and emergency accommodation for homeless households (see background papers).

2.4 That report by Peterborough City Council identified that significant payments for spot-purchased emergency accommodation for homeless households totalling more than £17 million (+ VAT) between the financial year 2015-16 and August 2025 were made by Peterborough City Council without lawful procurement, written contracts, or proper governance.

2.5 The solution proposed by Peterborough City Council was to put in place a compliant solution for the spot-purchasing of accommodation.

2.6 Spelthorne Borough Council faces similar issues, and Spelthorne Borough Council's Legal Services have sought counsel's advice on this for clarity. Counsel's opinion is that Spelthorne Borough Council's booking of nightly-paid accommodation and temporary / emergency accommodation placements are exempted contracts, to which the main obligations under the Procurement Act 2023 (and its predecessors) do not apply. However, legal opinions are always open to challenge, and a framework would ensure proper governance, quality assurance and value for money.

2.7 Given the difficulties in actually procuring accommodation at very short notice (often the same day), Spelthorne Borough Council's Housing Officers currently make best endeavours to get best value for placing homeless households into emergency accommodation who are owed a statutory duty under the Housing Act 1996, as amended by the Homelessness Reduction Act 2017. The statutory duty requires Local Authorities to provide interim accommodation to applicants who may be homeless, eligible, and in priority need. The duty is immediate and unavoidable, with potential legal consequences for failure to act.

2.8 Spelthorne Borough Council currently includes spending on nightly-paid emergency accommodation / temporary accommodation in its contracts register, which indicates the Council spent £2.99 million in 2025/26 (of which £1.77 million was not recovered). The Council is aiming to spend approximately £600,000 less in 2026/27, and the current restated budget is

£1.9 million purely for nightly-paid bed & breakfast accommodation, so any call off from a Framework would need to be on the basis of a pre-approved budget of around £2.4 million.

2.9 If the Council were able to access a Framework for nightly-paid accommodation then this would introduce a competitive process whereby approved accommodation providers would effectively bid against one another to supply accommodation upon demand. The CPRAS framework is intended to help Local Authorities to access improved services and potentially save money. Providers will be vetted and the Framework enables local authorities to share best practice (see Appendix E).

2.10 CPRAS went out to tender in August to gauge interest from temporary accommodation providers. If the CPRAS-hosted procurement framework is launched it will be free for the Council to use (although the accommodation providers will have to pay a fee to participate). The CPRAS framework would be an overarching agreement with providers. A call off contract will be entered into with the selected providers and the Council.

2.11 Should the CPRAS framework not be launched then the alternative would be for the Council to procure its own solution.

3. Spelthorne Borough Council Options Appraisal and Proposal

3.1 The pros and cons of the different options are shown below. The preferred option is to access a Procurement Framework for the spot-purchasing of nightly-paid accommodation using the CPRAS framework (see Appendix E).

3.2 The requirements for accommodation providers are included in the appendices.

3.3 A copy of the specification for the nightly-paid accommodation procurement framework is included as Appendix A, and a copy of the Council's HMO Landlords Handbook 2026 is included as Appendix B.

3.4 Copies of the Council's Landlord Pet Permission Agreement v.2 and Privacy Notice Emergency Accommodation Framework are also included for information as Appendix D and Appendix F respectively.

Considerations	**Preferred Option:** Access the CPRAS Procurement Framework for the Spot-Purchasing of Nightly-Paid Accommodation	**Alternative Option 1:** Maintain Current Approach (Do Nothing)	**Alternative Option 2:** Cease Utilising Spot-Purchased Emergency Accommodation, and Put Individual Contracts in Place for All Approved Accommodation Providers Used by the Council	**Alternative Option 3:** The Council to Establish Its Own Procurement Framework for the Spot-Purchasing of Nightly-Paid Accommodation
The Procurement Act 2023 – Pros	Pros: • A procurement framework will ensure proper governance, monitoring and oversight, and that the Council is compliant with the Council's Contract Standing Orders	Pros: • Counsel's opinion is that the Council's booking agreements are exempted contracts, to which the main obligations under the procurement legislation do not apply	Pros: • Putting individual contracts in place would ensure proper governance, monitoring and oversight, and that the Council is compliant with the Council's Contract Standing Orders	Pros: • A Framework will ensure proper governance, monitoring and oversight, and that the Council is compliant with the Council's Contract Standing Orders

The Procurement Act 2023 – Cons	Cons: • There are none	Cons: • Without formal written agreements there may be a lack of proper governance, monitoring and oversight, so the Council should have an appropriate plan in place to ensure quality and best value	Cons: • There are none	Cons: • There are none
Compliance, Standards, Governance and Oversight – Pros	Pros: • A procurement framework would allow the Council to monitor compliance, quality, suitability etc. of the accommodation units provided • Non-compliant providers and / or accommodation units would automatically be excluded if their compliance documentation is not up to date	Pros: • The monitoring of compliance, quality, suitability etc. by Housing Officers visiting accommodation units, and by the self-provision of compliance documentation by providers, is a more direct relationship between the Council and providers which could help facilitate proper governance and oversight	Pros: • Having individual contracts in place would ensure compliance, quality, suitability, etc. of the accommodation units provided, and that proper governance and oversight is in place for all emergency accommodation provision	Pros: • A procurement framework would allow the Council to monitor compliance, quality, suitability etc. of the accommodation units provided • Non-compliant providers and / or accommodation units would automatically be excluded if their compliance documentation is not up to date
Compliance, Standards,	Cons: • There are none	Cons: • It is possible that compliance issues at	Cons: • Requiring individual contracts for each	Cons: • There are none

Governance and Oversight – Cons		accommodation units might not be picked up in visits by Housing Officers, or it may not be noticed if updated compliance documentation has not been provided when required (e.g., annually, etc.) after the initial onboarding of an accommodation unit	provider will limit the supply of emergency accommodation: – This could hinder the Council's ability to respond swiftly and appropriately to homeless presentation, and risk preventing the Council from fulfilling its obligations under the Housing Act 1996, as amended by the Homelessness Reduction Act 2017, exposing the Council to serious legal and reputational risks	
Best Value – Pros	Pros: • A procurement framework will help to ensure best value through the process of providers bidding to provide nightly-paid accommodation	Pros: • Housing Officers could continue to negotiate directly with providers to try to achieve the best prices	Pros: • Having individual contracts in place would ensure best value through agreed pricing for the duration of the contracts	Pros: • A procurement framework will help to ensure best value through the process of providers bidding to provide nightly-paid accommodation

	• The CPRAS-hosted procurement framework will be free for the Council to use (although the accommodation providers will have to pay a fee to participate)			
Best Value – Cons	Cons: • Existing less costly smaller accommodation providers currently used by the Council may not wish to pay the fee to participate: – This could potentially have an unintended adverse effect on the cost of emergency accommodation placements by potentially discouraging some of the less costly providers from participating in the framework	Cons: • Housing Options have limited time to dedicate to finding the best price, potentially missing out on less costly providers	Cons: • Requiring individual contracts for each provider will limit the supply of emergency accommodation, potentially missing out on less costly providers where contracts cannot be put in place in time	Cons: • There are none

	• Providers may seek to recover the cost of participating in the Framework through higher prices			
Operational Processes – Pros	Pros: • A procurement framework automates many processes, leading to greater efficiency and reliability • CPRAS plan to launch their procurement framework platform in October / November 2026	Pros: • Housing Officers could continue to follow existing processes without the need to learn a new system	Pros: • Housing Officers could continue to follow existing processes without the need to learn a new system • Having individual contracts in place will ensure consistency and mitigate against potential disputes	Pros: • A procurement framework automates many processes, leading to greater efficiency and reliability • Hosting the procurement framework would give the Council a greater degree of control and oversight
Operational Processes – Cons	Cons: • As many processes will be automated the Council will need to rely on providers to be able to use the CPRAS platform and for CPRAS to address any issues • If none of the accommodation providers participating in the Framework were to respond to	Cons: • The Council does not currently have contracts in place with all the accommodation providers we use, so there is no formal agreement to rely on in the event of any non-compliance or dispute	Cons: • The Council does not currently have individual contracts with all the accommodation providers we use: – The workload involved to create and monitor individual contracts for all (currently approximately 50)	Cons: • For the Council to host the procurement framework would likely require additional resources to manage the process • If none of the accommodation providers participating in the Framework were to respond to agree to fulfil a

	agree to fulfil a request to accommodate a homeless household in time (depending on the urgency of the need) then the Housing Officer could still find themselves in a position of needing to spot-purchase emergency accommodation to ensure that the Council meets its statutory duties		existing accommodation providers currently utilised by the Council would be prohibitive for the Council's Legal and Housing Teams – And a new contract would need to be drawn up and entered into every time a new provider was accepted	request to accommodate a homeless household in time (depending on the urgency of the need) then the Housing Officer could still find themselves in a position of needing to spot-purchase emergency accommodation to ensure that the Council meets its statutory duties
Local Government Reorganisation – Pros	Pros: • A procurement framework with a single set of specifications which will continue until a set date, will make it more straightforward to transfer to a new policy / process when that is agreed by the new West Surrey unitary authority • It makes sense for as many West Surrey authorities as	Pros: • Housing Officers could continue to follow existing processes until a new policy for the new West Surrey unitary authority is agreed	Pros: • Housing Officers could continue to follow existing processes until a new policy for the new West Surrey unitary authority is agreed, and individual contracts would then be in place	Pros: • A procurement framework with a single set of specifications which will continue until a set date, will make it more straightforward to transfer to a new policy / process when that is agreed by the new West Surrey unitary authority

	possible to use the same Framework, and other West Surrey authorities have indicated that they may use the CPRAS framework			
Local Government Reorganisation – Cons	Cons: • It makes sense for as many West Surrey authorities as possible to use the same Framework, but at least one other West Surrey authority has indicated that they may be commissioning their own process	Cons: • The Council will still be following its own existing processes which may not be compatible with the policies and processes followed by other West Surrey authorities until a new policy for the new unitary authority can be agreed	Cons: • The Council will still be following its own existing processes which may not be compatible with the policies and processes followed by other West Surrey authorities until a new policy for the new unitary authority can be agreed	Cons: • It makes sense for as many West Surrey authorities as possible to use the same framework, and a Spelthorne specific process would not allow this

4. Risk Implications

4.1 The main risks associated with proceeding with the proposed CPRAS procurement framework are:

4.2 Existing smaller accommodation providers currently used by the Council may find the tender submission process too difficult or onerous to complete and / or the framework approach may not be suitable for them, potentially discouraging less costly providers from participating in the framework. This could have an unintended adverse effect on the cost of emergency accommodation placements, and potential further unintended consequences for the local rental market more widely. To mitigate this and ensure the Council is meeting its requirement to remove barriers for small businesses, the tender process would be simplified as much as possible.

4.3 If the Council were to use the CPRAS framework, as recommended, existing smaller accommodation providers currently used by the Council may not wish to pay the fee to participate (or they may seek to recover the cost through higher prices).

4.4 The process may not be completed ahead of the Local Government Reorganisation, and not all of the authorities which will form West Surrey Council may wish to participate, meaning that the procurement exercise could then need to be repeated for the new West Surrey Unitary Authority (if the new Authority were to adopt the same policy).

4.5 In addition to the above identified risks associated with the CPRAS procurement framework, the main further risks to the Council hosting the framework itself instead of using the CPRAS framework are:

4.6 If the Council were to host the procurement framework that would require new processes to be implemented and potential additional resources.

4.7 The main risks associated with not proceeding with the proposed procurement framework are:

4.8 The agreements entered into with accommodation providers for spot-purchased nightly-paid accommodation by the Council may not comply with best practice and due process, or adhere to best value principles, without proper governance and monitoring in place. There may be a lack of proper governance, monitoring and oversight, so the Council should have an appropriate plan in place to ensure quality, compliance and best value.

4.9 Spelthorne Borough Council does not currently have individual contracts with all existing accommodation providers to ensure they meet the necessary standards, instead relying on visits by Housing Officers and the self-provision of compliance documentation by providers, and putting individual contracts in place for such a large number of providers (rather than making use of or creating the proposed procurement framework) would be prohibitively time-consuming and costly with the resources available.

5. Financial Implications

5.1 The CPRAS-hosted procurement framework will be free for the Council to use (although the accommodation providers will pay a fee to participate).

5.2 Accommodation providers will effectively bid against one another through the procurement framework to provide suitable nightly-paid accommodation, which will ensure that the cheapest suitable provider is selected and provide best value for the Council. This should then result in a reduction in the total overall cost of nightly-paid accommodation provision to the Council.

5.3 However, existing smaller accommodation providers currently used by the Council may not wish to participate in the framework, or they may seek to recover the cost by increasing their prices, which could have an unintended adverse effect on the cost of emergency accommodation placements, and potentially cost the Council more in higher rents.

5.4 If the Council were to host its own procurement framework that would potentially require additional resources to implement the new framework.

6. Legal Comments

6.1 Under the Housing Act 1996 as amended by the Homelessness Reduction Act 2017(HA 1996) the Council has a statutory duty to provide emergency temporary accommodation to applicants who may be homeless, eligible and in priority need.

6.2 Section 206 of the HA 1996 expressly permits accommodation to be secured from third parties.

6.3 Unless there is a lawful exemption, all contracts must comply with the Procurement Act 2023 and the Council's Contract Standing Orders. Selecting third party providers from the CPRAS framework would provide a compliant route.

6.4 External legal advice has concluded that the Council's current booking arrangements with emergency accommodation providers should be considered as exempted contracts in accordance with paragraph 8 of Schedule 2 of the Procurement Act 2023. This is on the basis that the booking requests make clear that their substance is an agreement to rent land and do not impose any service requirements. Legal advice is always open to legal challenge and a compliant framework route is recommended.

Corporate Implications

7. S151 Officer Comments

7.1 The S151 Officer confirms that relevant financial implications have been taken into account. The S151 Officer supports moving to a compliant public sector procurement framework.

8. Monitoring Officer Comments

8.1 The proposed Framework will support the Council in meeting its statutory duties under the Housing Act 1996 and the Procurement Act 2023.

9. Procurement Comments

9.1 Unless there is a lawful exemption, all contracts must be awarded in line with the Council's Contract Standing Orders and the Procurement Act 2023.

10. Equality and Diversity

10.1 An Equality and Diversity Impact Assessment has been carried out for the proposed framework, in line with the Council's policies and procedures.

10.2 The Equality and Diversity Impact Assessment noted that the procurement framework will ensure properties provided by landlords to the Council for nightly-paid accommodation are safe, suitable, and fully compliant with all relevant legislation and other requirements, and that improving the quality of nightly-paid accommodation will contribute to better health outcomes for occupiers (see Appendix C).

10.3 In terms of protected characteristics and other groups that experience greater inequalities, the Equality and Diversity Impact Assessment found that the Council has adequate policies in place to mitigate any negative impacts for any groups who may require additional support (see Appendix C).

10.4 The Equality and Diversity Impact Assessment also notes that the specifications for the Nightly-Paid Procurement Framework require providers to be able to evidence experience in managing complex and vulnerable customers, and include sections relating to safeguarding and harassment (see Appendix A and Appendix C).

11. Sustainability / Climate Change Implications

11.1 There may be sustainability and climate / change concerns for some accommodation providers (such as energy efficiency ratings, for example). However, the implementation of the procurement framework itself does not directly impact on the Council's sustainability / climate change position.

12. Other Considerations

12.1 Moving to a compliant framework would significantly reduce the amount of Spelthorne expenditure which is not compliant and would thereby positively contribute towards the safe and legal objective of Surrey Local Government Reorganisation. When the existing authorities merge into the West Surrey Unitary Authority then accommodation for homeless households could be procured anywhere within the new Unitary Authority area, but the Council is currently only able to put policies in place for the existing accommodation providers that we use within Spelthorne, meaning that the procurement exercise could then need to be repeated for the new Unitary Authority (if the new Authority were to adopt the same policy).

13. Timetable for Implementation

13.1 If the Council utilises the CPRAS platform for the procurement framework (as recommended) the process could begin as soon as the platform is launched in October / November 2026, and the implementation could then be done in 3

– 6 months to be ready ahead of or soon after vesting day for the new West Surrey Unitary Authority.

13.2 If the Council were to host the procurement framework then the creation of the procurement framework and completion of the tender process can be expected to take at least 6 – 12 months, and the implementation would then be likely to take at least a further 3 – 6 months or longer.

14. Contact

14.1 Gareth Richards, Housing Strategy Team Leader, Contract Performance Management and Data Reporting: g.richards2@spelthorne.gov.uk

Please submit any material questions to the Committee Chair and Officer Contact by two days in advance of the meeting.

Background Papers:
Report to the Executive of Peterborough City Council under Section 5A(3)(a) of the Local Government & Housing Act 1989 & Section 114A (2)(a) Local Government Finance Act 1988

Appendices:
Appendix A – Nightly-Paid Procurement Framework - SBC Specification v.8
Appendix B – SBC HMO Landlords Handbook 2026
Appendix C – EIA - Nightly-Paid Accommodation Procurement Framework Housing Strategy & Policy 2026 v.4
Appendix D – SBC Landlord Pet Permission Agreement v.2
Appendix E – CPRAS Temporary Accommodation Open Framework (Webpage)
Appendix F – Privacy Notice Emergency Accommodation Framework

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NIGHTLY-PAID ACCOMMODATION

SPECIFICATION

1. INTRODUCTION

1.1 Spelthorne Borough Council (SBC) serves Ashford, Halliford, Laleham, Shepperton, Staines, Stanwell, Sunbury, and surrounding areas, delivering services such as housing, waste collection, planning, licensing, leisure, parks, and parking, with all operations and customer services based at The Council Offices, Knowle Green, Staines-upon-Thames.

1.2 The Council (SBC) is looking for a series of providers of Nightly-Paid Accommodation that can provide a range of accommodation units for use by our homeless households.

1.3 To meet the needs of our customers, SBC requires a range of accommodation across the borough of Spelthorne, and on occasion will seek placements out of borough where appropriate. The proximity to Spelthorne is important and SBC will always try to place at the nearest suitable placement. The Housing Options Team will determine the most appropriate type of accommodation based on price, availability, circumstance, and location.

2. REQUIREMENTS

2.1 Compliance Documents

2.1.1 All compliance and associated documents in **Table A** must be submitted as part of your tender submission.

2.1.2 All documents in **Table A** and **Table B** must also be available at request of SBC throughout the term of the contract.

Table A – must be submitted with tender submission	
1	Evidence of experience in managing complex and vulnerable customers and an awareness of safeguarding issues
2	Current Electrical Installation Condition Report (EICR) demonstrating compliance with the Electrical Safety Standards Regulations 2020, including evidence that any required remedial works have been completed
3	Gas Safety Certificate (CP12 annually, if gas on site)
4	Energy Performance Certificate (must be E or above)
5	**For property owners:** Land Registry (proof of ownership required) **For managing agents:** Management Agreement (proof of appointment required)

6	Fire Risk Assessment (if relevant, must be present and provided annually for all block accommodation)
7	Fire Evacuation Plan (if relevant)
8	Emergency Lighting Test Certificate / Sign Off (annually, if relevant)
9	ICO (Information Commissioner's Office) Registration Number
10	**For H.M.O.s subject to mandatory licensing:** Evidence that the property holds a valid H.M.O. licence
Table B	
1	Legionella Risk Assessment Report (if relevant, must be provided annually for properties with water storage tanks)
2	Portable Appliance Testing (PAT) certification for all in situ electrical items (annually)
3	Insurance (must be provided annually)
Any certificates or installations as required as part of recommendations from the Private Sector Housing annual inspection. Examples may include:	
4	Working Carbon Monoxide Detector (where gas is present on site)
5	Working Heat Detector and Working Smoke Alarm(s) (must be present)
6	Fire Panel (if relevant), and any other fire safety features required to meet the applicable BS 5839 standard for the appropriate grade / category for the property
7	Pest Treatment Certificate (certification to be provided where pests have currently been identified and treated)
8	Planning and / or Building Control approval if property is converted during contract

2.2 Detailed Requirements

2.2.1 SBC requires the following rooms and facilities:

Self-contained unit requirements	Property Facilities
Self-contained purpose-built or converted flats, and houses	These units will be expected to contain the minimum of: • Private individual and / or family bedroom(s) as required, with bed linen and towels provided. Beds must be age appropriate, i.e., accommodating children under 3 should be provided with a cot (or space for the cot), young children may be provided fold out or compact beds, and older children and adults should have a full-sized single bed (or double bed for couples). • Bathroom facilities including toilet, wash-hand basin, bath and / or shower, toilet roll holder, towel rail, and mirror. • Kitchen or kitchen area including food storage, preparation and cooking facilities, minimum requirements are a four-ring cooking appliance with grill and oven and food storage cupboard and refrigerator. • Whilst we expect clean and safe facilities to be provided, the service user will be expected to allow access for cleaning and maintenance of the rooms when required. • Keys for access to be available in case of emergency or safety concern. • People of different sexes (who are not couples) cannot share a room (except for children under the age of 10 years old). Space standards: • Legal requirements: 1. The minimum size for a bedroom occupied by one person is to be 6.51m^2 and for two people 10.22m^2 as stated in part X (ten) of the Housing Act 1985. In addition to this, the minimum size for a bedroom for a child under 10 is 4.64m^2. 2. Permitted number of people based on the number of habitable rooms (children under 10 years old count as 0.5 of a person; rooms less than 4.64m^2 cannot be counted as habitable rooms): i. 1 room = 2 people ii. 2 rooms = 3 people iii. 3 rooms = 5 people iv. 4 rooms = 7.5 people v. 5+ rooms = 2 people per room

Room requirements for Houses in Multiple Occupation (HMOs)	Room Facilities
Single, double, twin and family rooms	These rooms will be expected to contain the minimum of: • Privacy of an individual bedroom, with bed linen and towels provided. • Access to sole / shared bathroom facilities including toilet, wash-hand basin, bath and / or shower, toilet roll holder, towel rail, and mirror. • Access to sole / shared eating space, kettle and microwave as minimum. • Whilst we expect clean and safe facilities to be provided, the service user will be expected to allow access for cleaning and maintenance of the rooms when required. • Central access / master key access to be available in case of emergency or safety concern. • People of different sexes (who are not couples) cannot share a room (except for children under the age of 10 years old). A family room, in addition to the above will also require: • Additional beds for the party. Beds must be age appropriate, i.e. accommodating children under 3 should be provided with a cot (or space for the cot), young children may be provided fold out or compact beds, and older children should have a full-sized single bed. • Adjoining rooms considered desirable but not essential. Space standards: • Legal requirements: 1. The minimum size for a bedroom occupied by one person is to be 6.51m^2 and for two people 10.22m^2 as stated in part X (ten) of the Housing Act 1985. In addition to this, the minimum size for a bedroom for a child under 10 is 4.64m^2. 2. The Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006 require kitchens, bathrooms and WCs to be of adequate size, as set out below. If there are no communal living areas, bedrooms would need to be larger. • For HMOs where occupiers share kitchen facilities: 1. Follow the below table (on the next page) from left to right to work out the space requirements in your HMO:

Total number of people in HMO	Minimum bedroom size	Minimum kitchen size	1 to 2 storey HMO minimum living space	3+ storey HMO minimum living / dining space
3–5 people	1 occupant 6.51m^2 **or** 2 occupants 10.22m^2	7m^2	11m^2 separate living room; **or** 18m^2 combined kitchen / living room	**Either:** 11m^2 separate living room within 1 floor distance of kitchen; **or:** 13m^2 kitchen / diner and 11m^2 living room elsewhere; **or:** 18m^2 combined kitchen / living / dining room
6–10 people		10m^2	14m^2 separate living room; **or** 24m^2 combined kitchen / living room	**Either:** 14m^2 separate living room within 1 floor distance of kitchen; **or:** 16m^2 kitchen / diner and 14m^2 living room elsewhere; **or:** 24m^2 combined kitchen / living / dining room
3–5 people	1 occupant 8.5m^2 **or** 2 occupants 14m^2	7m^2	No additional communal living space required	**Either:** 13m^2 kitchen / diner; **or:** 11m^2 separate dining room within 1 floor distance of kitchen; **unless:** all bedrooms within 1 floor distance of kitchen
6–10 people		10m^2		**Either:** 16m^2 kitchen / diner; **or:** 14m^2 separate dining room within 1 floor distance of kitchen; **unless:** all bedrooms within 1 floor distance of kitchen

- For HMOs with kitchen facilities for the exclusive use of occupants (Bedsits):
    1. A bedsit is where sleeping, living and cooking amenities are provided for exclusive use by occupants within a single unit of accommodation (i.e., one room).
    2. A bedsit can be occupied by a maximum of two persons.
    3. Room sizes:
        i. 1 person bedroom / living room / kitchen must be a minimum of 14m^2
        ii. 2 person bedroom / living room / kitchen must be a minimum of 18m^2
    4. If every bedsit room within the HMO has exclusive use of their own kitchen facilities, there will be no requirements for a shared kitchen.
    5. Kitchen facilities as a minimum must include a sink, cooker, electrical sockets, worktop, storage cupboard, fridge / freezer, refuse bin, and appropriate ventilation (see Section 3.4 below)

	• For 1 or 2 person self-contained flats contained within an HMO: 1. Where the building is an HMO consisting of self-contained flats, the bedrooms must meet the minimum sizes of 6.51m^2 for one occupant and 10.22m^2 for two occupants. 2. The kitchen must be of adequate size and layout.
Notes	Notes: • The measured space in any room must be “usable space”. The room should be able to accommodate the required amount of appropriate furniture easily and still allow space for movement around the room. • Measurements must be taken from skirting board to skirting board. • Any floor space that has a ceiling height of less than 1.5m shall be disregarded. • En-suites must not be included in the room size measurements.

2.2.2 Under the Renters' Rights Act in England, private tenants have a statutory right to request to keep a pet or pets, and providers cannot enforce blanket bans or unreasonably refuse a request. Residents must submit the request in writing, and providers have 28 days to respond or request further details:

(i) Fair Consideration: Providers must consider each pet request on an individual basis and cannot use generic "no pets" clauses.

(ii) Reasonable Refusal: A provider can only refuse a request to keep a pet if there is a valid, fair reason (e.g., if the property is too small, if a flat share where another tenant has allergies, or if the resident is in a leasehold property where the freeholder strictly prohibits pets).

(iii) Timely Responses: A provider has 28 days to respond in writing. You may ask for more information (such as a description of the pet or proof of training), which can extend the timeline slightly, but you cannot simply ignore your request.

(iv) No Premium Fees: Under the Tenant Fees Act 2019, providers cannot charge extra admin fees for pet permission, nor can you increase any standard security deposit purely for having a pet.

2.2.3 In the event of any infectious outbreak, there may be a requirement for residents to isolate within their rooms. Providers will be expected to assist in the provision of essential items such as food, refreshments, and toiletries.

3. SECTION A – PROPERTY STANDARDS

3.1 Minimum Property Standards

3.1.1 Set out below are the minimum standards that all premises must meet:

3.1.2 The premises must not contain any Category 1 hazards under the Housing Health and Safety Rating System as set out in the Housing Act 2004 and associated guidance. Where the premises is a flat, all flats in the building of which it is part must also conform to the appropriate fire protection standards.

3.1.3 Accommodation with rear access, or above restaurants, fast food outlets or commercial premises is not acceptable.

3.1.4 Where a standard of repair etc. is specified, the property must be expected, in normal use, to maintain this standard.

3.2 Structure

3.2.1 Buildings, envelope and structure must be watertight, in good repair and structurally sound.

3.2.2 Roof must provide a waterproof cover over the entire building and be free of defective and loose material.

3.2.3 Gutter and drainpipes must be in good condition, restrained, water-tight and free-flowing.

3.2.4 Damp-proof courses, flashings and waterproof membranes are to be in good condition and to the standard repaired. Guarantees to be supplied at time of bid.

3.2.5 Stairs to be in good condition and structurally sound. Surface should not be loose or slippery especially when wet. Handrail to be provided on one side where stairs are less than 900mm wide and over four risers high, where stairs width exceeds 900mm wide a handrail is to be located on each side.

3.2.6 Wall and ceiling plaster should be in good condition with flush surfaces.

3.2.7 Glazing to be thermally sound. Joints around windows and doors to be sealed and flashed to form a watertight junction, window and door cills, thresholds, joints and heads to be in good condition and allow easy operation of window sash. Glazing to be secured and not cracked or broken.

3.2.8 External and internal cold water storage cisterns, tanks, etc., to be properly housed, insulated and protected.

3.2.9 Flue terminals to be secure.

3.2.10 Bedroom sizes for HMOs with shared facilities:

(i) All bedrooms should be a minimum of 6.51m^2 (70 ft^2) as per the table under space standards under point 2.2.1 (above)

(ii) For family-size dwellings, at least one bedroom should be at least 10.22 m^2 (110ft^2) as per the table under space standards under point 2.2.1 (above)

(iii) The Housing Options Team will reject HMOs if any bedrooms are less than the above

3.2.11 For self-contained units, bedrooms must be a suitable size for the number of occupants.

3.3 Natural Light and Ventilation

3.3.1 Every habitable room is to have a window or windows opening directly to the external air with glass area not less than one tenth of the floor area of the room.

3.3.2 All windows above the ground floor must be fitted with restrictors.

3.3.3 Every habitable room must have natural ventilation.

3.3.4 Rooms below ground level must provide sufficient natural light on an average day for living in the lounge / bedroom without assistance of electric light.

3.3.5 Doors and windows must be in good working order with easy operation.

3.3.6 Windows above the ground floor must be restricted to 100mm opening restriction, as a child safety precaution. An override device should also be installed in case of emergency.

3.3.7 Casement stays or similar childproof restraint devices appropriate to the type of window to be fitted on the windows.

3.3.8 Theft proof safety locks to be fitted to ground floor windows and below, where necessary.

3.3.9 Where French Windows are the only form of natural light to a room these must be kept locked and some additional form of mechanical or natural ventilation must be provided, for example, adding window restrictors.

3.3.10 Safety glass, safety adhesive film, or similar approved safety precaution is to be fitted in full height windows and doors or in frameworks below 1,000mm above finished floor level. Safety rails

may be used as an alternative to safety glass. Size and spacing of batons to comply with Building Regulations, as must safety adhesive film.

3.3.11 Disused balcony and store doors (other than those serving as a means of escape route) are to be fitted with a keyed level deadlock, and to be locked shut. Safety rails to a height of 1,100mm will be required for balconies where there is none.

3.3.12 Wall or floor stops must be provided for all doors to protect wall decorations.

3.3.13 Exit doors to be fitted with simple fastening locks.

3.3.14 Two sets of keys to be available for residents with one set minimum held for access.

3.3.15 Security protection measures such as grills, hinge bolts, spy holes, and entry phone system to be fitted where appropriate.

3.3.16 Letter boxes must be fitted for each unit with appropriate identification, or, where this is not present, the post must be distributed daily.

3.3.17 Non-mechanical ventilation system, e.g., air bricks, gutters, or permavents, to be provided for the removal of foul air and condensation build-up in auxiliary or habitable rooms (living or bedrooms with external walls).

3.3.18 Ventilate all permanently closed fireplaces with a fibrous plaster louvre or a fixed grill over the chimney breast.

3.4 Kitchen and Cooking Areas

3.4.1 Kitchens and cooking areas must be suitably located in relation to the living accommodation, the kitchen must be safe, convenient and of such layout and size and equipped with such facilities to adequately enable those using the facilities to store, prepare and cook food.

3.4.2 Minimum kitchen sizes:

(i) For 3 – 5 residents an area of at least $7m^2$

(ii) For 6 – 10 residents an area of at least $10m^2$

(iii) For 11 – 15 residents there must be at least 2 separate kitchens (not a single kitchen with two sets of facilities)

(iv) The width of the kitchen must be at least 1.8m to allow safe movement of occupants

3.4.3 The kitchen must be contained in the main building and located not more than one floor distance from the bedrooms. If this is not practicable in HMOs of not more than three storeys and not more than 10 persons, communal kitchens may be provided up to two floors distant from some bedrooms.

3.4.4 Stop valves must be clearly labelled, especially where situated in common areas.

3.4.5 Drinking water for human consumption with continuous supply must be available directly from the mains.

3.4.6 For self-contained units, storage, preparation and cooking facilities, minimum requirements are a four-ring gas or electric cooking appliance with grill and oven, and food storage cupboard and refrigerator with adequate freezer space.

3.4.7 For H.M.O.s subject to mandatory licensing, storage, preparation and cooking facilities, minimum requirements are a two-ring gas or electric cooking appliance with grill and oven, and food storage cupboard and refrigerator with adequate freezer space.

3.4.8 For accommodation with no kitchen facility, communal eating space to be provided and access to kettle and microwave as minimum.

3.4.9 Water heating facility must be capable of providing an adequate and continuous supply of hot water.

3.4.10 Where available, kitchens must include the following items, which must be fit for the purpose and supplied in a sufficient quantity for the number of those using the facilities:

(i) Sink(s) and drainer (there should be enough space to stand directly in front of the sink and place utensils on both sides)

(ii) Constant mains-supplied hot and cold water supplies to each sink

(iii) Installations or equipment for the cooking of food (where a free-standing cooker to be level and restrained from tipping)

(iv) Electrical sockets (at least 2 non-dedicated double electrical sockets at worktop height, and at least 2 other double sockets at low level for fridges, etc.)

(v) Working surfaces for the preparation of food, arranged wherever possible between cooking facilities and sink

(vi) Cupboards for the storage of food or kitchen / cooking utensils

(vii) Refrigerator with adequate freezer compartment (or, where freezer compartment is not adequate, a separate freezer)

(viii) Appropriate refuse disposal facilities

(ix) Appropriate mechanical ventilation to the outside air (in addition to windows), fire blankets and fire doors

3.4.11 Storage space combining a minimum 1 double base unit with worktop, sink unit and double wall unit. The sink base is not to be used for food storage purposes.

3.4.12 Work surfaces to be clean with mastic sealed edges and impervious to liquid.

3.4.13 Kitchen sink units, water and gas service pipes should be cross-bonded and earthed to current electrical Regulations.

3.4.14 Cookers should be located away from doorways and have enough floor space for items to be safely removed from the oven. All oven doors should be cool doors so they should not be hot to the touch. Cookers should not be placed under windows.

3.4.15 No more than two sets of facilities shall be provided in any one kitchen. If two sets of facilities are provided in one kitchen, the layout must allow them to be used safely at the same time.

3.4.16 All kitchen facilities must be available 24 hours a day.

3.5 Tiling

3.5.1 Tile splash backs located behind sinks, baths, worktops, and basins to be sealed with mastic against water penetration.

3.5.2 Existing wall tiled areas to be thoroughly cleaned and free of grease, cooking fat, dirt, and other by-products.

3.5.3 Caulking sealant located around worktop, sink tops, and sanitary ware is to be in good condition. Where sealant is faulty this is to be raked out and re-sealed to prevent water penetration.

3.6 Bathrooms

3.6.1 Bathroom facilities to include toilet, wash-hand basin, bath and / or shower which must be correctly screened and watertight.

3.6.2 Bathrooms and toilets must be fit for purpose and constructed to ensure privacy. Where a child under 10 lives in the property, a bath should ideally be provided

3.6.3 Bathrooms must be of adequate size and be laid out in such a way as to enable persons to undress, dry and dress themselves in a safe manner.

3.6.4 For bathroom fittings the following minimum dimensions shall apply:

(i) Bath: 1,700mm x 700mm

(ii) Shower: 800mm x 800mm

(iii) Separate toilet compartments: 1,300mm × 900mm with 750mm in front of the toilet

3.6.5 For HMOs, bath / showers shall be provided in the ratio of at least one to every five persons sharing:

(i) For HMOs where there are four or fewer occupiers sharing facilities, there must be one bathroom with fixed bath or shower and one toilet (which may be situated in the bathroom).

(ii) For HMOs where there are five or more occupiers sharing facilities there must be one toilet with wash hand basin separate from the main bathroom for every five sharing occupiers, and one bathroom (which may contain a toilet) with a fixed bath or shower for every five sharing occupiers.

(iii) Where a room is provided with a complete en-suite facility (i.e., bath / shower, toilet and wash hand basin) for the exclusive use of that occupant, then that occupant will be disregarded when considering the provision of sanitary facilities. For example, if there were six occupants, one of whom had exclusive use of a fully equipped en-suite, the requirement for the remaining occupants would be for five people. If, however, the en-suite only provides one facility (i.e., either a bath / shower or a WC) then the occupant will not be disregarded for the missing amenity.

(iv) Bathrooms and toilets shall be readily accessible and normally not more than one floor away from the user. Shared bathroom and toilet facilities shall be accessible from a common area. Facilities must be inside the building.

(v) Where there are five or more occupiers, where reasonably practicable there must be a wash hand basin with appropriate splash-back provided in each separate unit of accommodation (in every bedroom or bedsit) that doesn't already have a sink.

3.6.6 Bath mixer tap with shower valve to be capped off where not correctly screened / watertight.

3.6.7 Continuous and adequate hot and cold running water to be supplied to wash-hand basin, bath and / or shower (where applicable), designed to ensure reasonable temperature control.

3.6.8 Toilets are to be provided in bathrooms or separate compartments of an adequate size and layout. A toilet provided in a separate compartment must have a wash hand basin with an appropriate splash-back.

3.6.9 Sanitary fittings to be good, clean and in a condition to operate as designed.

3.6.10 Accessory fittings to be provided: toilet roll holder, towel rail, and mirror to be located in an easily accessible position and in good working order.

3.6.11 Bathroom or toilet windows should have obscure glass or have nets / blinds supplied.

3.6.12 Bathrooms and toilets to have smooth, impervious wall and ceiling surfaces, which can be easily cleaned.

3.6.13 Sanitary ware to be chemically cleaned prior to each new resident, removing all existing stains.

3.6.14 Bathrooms and toilets must be adequately ventilated.

3.6.15 Mechanised ventilation to be provided with humidity switch or overrun linked to light switch. 15-minute run minimum.

3.6.16 For HMOs with shared bathroom and toilet facilities, bathroom and toilet doors to be fitted with a vanity lock or barrel bolt. Self-contained units intended for family occupation should not have locks on bathroom or toilet doors.

3.7 Floorings and Soft Furnishings

3.7.1 Floors to be level and even with boarding securely fixed to joists.

3.7.2 Aluminium binding strip (or similar) to be fixed on changes in floor finish.

3.7.3 Carpet or laminate flooring is essential floor covering to living and bedrooms, lobbies, common halls, and staircases.

3.7.4 Vinyl floor covering or non-slip tiles to kitchens, bathrooms, and separate w/c compartments. The flooring should be capable of being easily cleaned and slip-resistant, decorated appropriately with non-slip tiles or linoleum.

3.7.5 All upholstered furniture and furnishings, including beds and mattresses, must comply with The Furniture and Furnishings (Fire)

(Safety) Regulations 1988 (as amended in 1989 and 1993). Bunk beds are not acceptable, and mattresses should be of a good standard.

3.8 Decorative Standard

3.8.1 Room decorations to be clean, complete, and of a good standard.

3.8.2 Damaged or stained / soiled decorations are to be redecorated, preferably when the rooms are vacant.

3.8.3 Woodwork items, e.g., skirting boards, frames, architraves, doors and windows, etc., are to be washed down prior to new residents, but redecorated where poorly decorated.

3.8.4 Polystyrene tiles to be removed from all ceilings and walls and the walls and ceiling adequately repaired or replaced with durable material.

3.8.5 All habitable rooms to have heavy curtains or blinds that are in good condition. Velux windows to be fitted with factory made roller blinds.

3.9 Power, Heating and Lighting

3.9.1 Heating must be appropriate to the design, layout and construction of the property and capable of adequately and efficiently heating the whole dwelling.

3.9.2 Fixed heating should be provided to all habitable rooms and common areas, be readily controllable by occupiers, and be sufficient to maintain comfortable temperatures without excessive running costs, so as to minimise the risk of Excess Cold.

3.9.3 Where properties are electrically heated a higher standard of insulation will be required.

3.9.4 Heating system to be fully serviced, in good condition, inspected and certified by British Gas or registered Gas Safe contractor. Providers must have in place a 3 Star Gas heating contract with British Gas (or equivalent with a registered Gas Safe servicer) for the full term of the lease, costs to be met by provider.

3.9.5 Providers must, by Law, ensure that gas appliances are maintained in good order and checked for safety by a Gas Safe registered engineer at least every 12 months. They must also keep a record of the safety checks and issue a certificate to SBC.

3.9.6 Gas central heating is to be the preferred means for heating with the recommended type being a gas-fired boiler system with convector radiators. Radiators and pipework to be secured to the walls.

3.9.7 Bolts to be fitted on storage, meter, and airing cupboards. Where practical, boilers should be boxed in.

3.9.8 A combination of both systems will be acceptable.

3.9.9 Solid fuel heating system, non-Economy 7 electrical systems, and warm air systems are unacceptable.

3.9.10 Mains-wired or battery-operated working carbon monoxide detectors to be fitted where there is a gas appliance in the property. If not present, the minimum is a battery-operated CO monitor fitted in same room as appliance.

3.9.11 Electrical installations must have a complete test certificate stating compliance with electrical regulations for electrical installations.

3.9.12 Fittings: sockets and switches must be in good condition without cracks and firmly secured to their appropriate back boxes.

3.9.13 All lighting must be covered and all strip lights to have shatter proof covers.

3.9.14 Power points as a safety precaution are not to be located over and around sinks or cooker with a minimum of 600mm distance away from the tap.

3.9.15 Electric lighting in each room is to be of sufficient intensity.

3.9.16 All white goods supplied to be PAT tested annually with certificates available to SBC on request.

3.10 Meters

3.10.1 Meters, gas and electric (and water where applicable), to be provided separately for each self-contained flat or unit and be accessible 24 hours a day.

3.10.2 Meters should be free of debt when notifying SBC that a property is available for letting.

3.11 External Works, Boundaries and Fencing

3.11.1 Boundaries of the property must be clearly defined and protected by walling or fencing including lockable rear access entrances where provided. Walling or fencing to be well-maintained.

3.11.2 Garden to be well-maintained with vegetation to be cut back upon submission or re-submission of property. No ponds or greenhouses in gardens.

3.11.3 All external woodwork, including door and window frames, to be in good order and weatherproof.

3.11.4 Access covers over manholes, service ducts to be flush with pavement and of no danger to pedestrians.

3.11.5 Any yard and path should have an even surface and not present a trip hazard.

3.11.6 Refuse bin to be allocated to each property where possible. The preferred location for bins is the front of the building where the property is situated within a block of flats. If a flat within a converted house, an outside bin needs to be provided; the location is to be clean, hygienic and in an unobtrusive position. In houses, bins should be kept at the rear of the property and the applicant provided with details about refuse collection days and advised to put the bin at the front of the property for the purposes of collection on those days.

3.12 Security

3.12.1 All external doors to be fixed with a latch and mortice lock as minimum.

3.12.2 Peep holes are preferential but not essential.

3.12.3 All windows to be fitted with locks and restrictors if above ground floor.

3.12.4 Ideally self-closing main access to minimise unwanted visitors accessing the property.

3.12.5 For blocks of purpose-built / converted flats and HMOs, CCTV should be on main entrance as a minimum. CCTV is not required for standalone properties.

3.12.6 Cloud fob based key monitoring is desirable in block-style accommodation with communal entrance.

3.13 Access

3.13.1 To be safe, well-lit, and easily accessible with no obstructions. Any access stairways to be secure and not unreasonably steep and have a fixed handrail.

3.13.2 Communal areas to be clean, tidy, well-lit, and well-maintained.

3.14 Building Regulations and Planning Permission

3.14.1 All works carried out must be in accordance with Building Regulations and Planning requirements (where required, e.g., loft conversions, extensions, etc.).

3.14.2 Habitable room definition does not include bathroom, staircase, passageway, landing or access lobby.

4. SECTION B – HEALTH AND SAFETY

4.1 Housing Health and Safety Rating System (HHSRS)

4.1.1 From 6th April 2006, the fitness standard in the 1985 act was replaced by a new evidence-based assessment of risks to health and safety in all residential premises (including HMOs) carried out using the Housing Health and Safety Rating System (HHSRS). Part 9 of the 1985 Act is retained with amendments, to deal with hazards for which demolition or area clearance is the most appropriate option. Revised statutory HHSRS Operating and Enforcement Guidance was published on 23rd June 2026.

4.1.2 Action by the local authority is based on a three-stage consideration:

(i) the hazard rating determined under HHSRS

(ii) whether the authority has a duty or power to act, determined by the presence of a hazard above or below a threshold prescribed by Regulations (Category 1 and 2 hazards)

(iii) the authority's judgement as to the most appropriate course of action to deal with the hazard

4.1.3 The purpose of the HHSRS assessment is to generate objective information in order to determine and inform enforcement decisions. HHSRS allows for the assessment of 21 categories of housing hazard and provides a method for rating each hazard. It does not provide a single rating for the dwelling as a whole, or, in the case of HMOs, for the building as a whole. A hazard rating is expressed through a numerical score which falls within one of 3 risk categories, either High, Medium or Low. Scores in the High risk category are Category 1 hazards. Scores in the Medium or Low risk categories are Category 2 hazards. If a housing authority considers that a Category 1 hazard exists on any residential premises, they have a duty under the 2004 Act to take appropriate enforcement action in relation to the hazard. They also have a power to take particular kinds of enforcement action in cases where they consider that a Category 2 hazard exists.

4.1.4 The HHSRS assessment is based on the risk to the potential occupant who is most vulnerable to that hazard. For example, stairs constitute a greater risk to the elderly, so for assessing hazards relating to stairs they are considered the most vulnerable group. The very young as well as the elderly are susceptible to low temperatures. A dwelling that is safe for all those most vulnerable to a hazard is safe for all.

4.1.5 Basement flats, the sole entrance to which is at basement level, receive a high-risk category because, potentially, an over 60-year-old (an HHSRS category) could use the flat, either by occupying or

visiting. We need to be able to demonstrate that we have minimised the risk at this type of property as far as possible. The Housing Officer or the Tenancy Sustainment Officer may flag the property on their reports as not recommended for persons over 60 years of age, or other relevant category. Local authorities may treat certain properties in the same way as they treat sensitive lets and only offer them to certain categories of people.

4.1.6 The inspecting officer may prescribe any or all of the following actions dependent on the categories:

(i) Nosing strips on each stair

(ii) Movement sensor light illuminating the stairs

(iii) Handrails to both sides of a stairway

(iv) Non-slip surfacing to the top of each stair

4.2 Energy Performance Certificates

4.2.1 For all properties an Energy Performance Certificate (EPC) is required.

4.2.2 The certificate provides a rating for the building, showing its energy efficiency. The ratings are similar to those found on products such as fridges and are standard so the energy efficiency of one building can easily be compared with another building of a similar type.

4.2.3 The property must have an energy efficiency rating no lower than E. (Note that there are plans to make the legal minimum a C rating by 2030, and these specifications will be updated in line with the new legal minimum requirement.)

4.3 Fire Safety

4.3.1 Working smoke alarms must be fitted inside the property in position to give adequate warning to all residents. As a minimum, there should be a working heat detector in the kitchen(s) and a working smoke alarm on each floor.

4.3.2 A fire-resistant door complying with current recommended fire safety standards must be fitted to all kitchens.

4.3.3 In blocks of flats, the common parts should be clean and tidy, in a reasonable state of repair and free of combustible materials.

4.3.4 The means of escape should be suitably protected and free of obstructions.

4.3.5 Common parts should have an appropriate fire detection system and emergency lighting.

4.3.6 Flat doors in conversions should be fire-resistant and self-closing.

4.3.7 Fire alarm testing should be carried out on an appropriate regular basis (e.g., weekly for Grade A systems, and monthly for Grade D and E systems).

4.3.8 A fire risk assessment is required annually, and a copy of the fire risk assessment should be provided to SBC.

4.3.9 The aims of the fire risk assessment are:

(i) To identify the fire hazards

(ii) To reduce the risk of those hazards causing harm to as low as reasonably practicable

(iii) To decide what physical fire precautions and management arrangements are necessary to ensure the safety of people in your premises if a fire does start

4.3.10 Following the fire risk assessment, if fire doors or an alternative fire system is required any commissioning paperwork will be required and works highlighted should be undertaken prior to occupation of the building.

4.3.11 Exit doors forming part of the means of escape should be readily openable from the inside without the need to use a key.

4.4 Damp

4.4.1 Properties must be free from damp and mould.

4.4.2 There should be an adequate and effective damp-proof course and underfloor air bricks where necessary to suspended timber ground floors.

4.4.3 Where damp and / or mould are evidenced, the provider must carry out further investigations and provide appropriate proactive remedial works within the timescale as stated by SBC. Evidence of all works must be provided to SBC.

4.5 Legionella

4.5.1 Where there is a communal or shared water tank, providers are under a duty to ensure that the risk of exposure to residents and visitors by Legionella is properly assessed and controlled.

4.5.2 Vacant rooms or areas with water outlets must be flushed weekly.

4.5.3 Provide SBC with a copy of the annual Legionella risk assessment / report.

4.6 Pests

4.6.1 Providers must ensure the units are free from pests.

4.6.2 If pests are identified, suitable treatment by a registered exterminator must be undertaken at the expense of the provider and certification of completion provided to SBC. This is essential in the case of bedbugs.

4.6.3 The provider should where possible provide an alternative unit for use by the customer while treatment is ongoing.

5. SECTION C – MANAGEMENT STANDARDS

5.1 Safeguarding and Warnings:

5.1.1 Providers should have and be able to evidence experience in managing complex and vulnerable customers.

5.1.2 Providers should be aware of and enforce the terms of the licence as supplied by SBC. All breaches of terms must be relayed to SBC with evidence where possible (i.e., CCTV and key log). See Warning Procedure in Section E.

5.1.3 Providers should have an awareness of and be vigilant of any safeguarding issues concerning the residents (i.e., Neglect, Physical / Emotional / Verbal / Sexual / Financial Abuse). Concerns must be relayed to SBC. Please also see Harassment Policy in Section E.

5.2 Occupancy, Movement and Payment:

5.2.1 To grant exclusive occupation of each property specified under this agreement to the person or persons granted a licence by SBC to occupy said property.

5.2.2 To clearly state the price per night for occupation of each property specified under this agreement and to confirm this nightly rate with SBC prior to the commencement of the agreement and occupancy of said property. This nightly rate will be exhaustive and include all-inclusive costs, expenses, and disbursements. The provider shall not charge any additional fees without SBC's prior written consent.

5.2.3 To confirm first and last night at the accommodation to SBC. The provider will ensure that confirmation of residents' first and last night are provided via e-mail to SBC to inform invoicing.

5.2.4 SBC will not be liable for charges relating to any occupant that overstays after the date of the last night on which it has been stated by the provider that the booking will end, regardless of any items left in situ.

5.2.5 The provider is responsible for ensuring that residents remain in continuous residence at the property. SBC will not pay invoices for any period during which residents are found to have vacated the accommodation (including no-shows, abandonment, hospital / prison absences, cancelled bookings, and any other reason for the property being unoccupied). Where charges have been submitted for unoccupied properties, SBC reserves the right to cease using that accommodation in the future.

5.2.6 To ensure that any cleaning, repairs and maintenance works, and any re-stocking, repair or replacement of white goods, services and furnishings required for void units are completed as swiftly as

possible, in line with the response times in Section D of this Specification (below).

5.2.7 To provide an information folder for the resident(s) detailing the responsibilities of the provider and the responsibilities of the resident. The pack should contain contact details for repairs and maintenance (including emergency repairs service) together with a copy of relevant gas and electricity safety certificates.

5.2.8 At least two sets of keys should be made available to new residents. The cost of any additional set(s) of keys will be the responsibility of the residents.

5.2.9 Providers must arrange for residents to hand back the keys on the stated final day, to provide a receipt to the residents for keys handed back and to retain a record of this.

5.2.10 The provider will, when requested to do so by SBC, serve such notices or other documentation on residents within agreed timeframes contained in individual e-mail notification from SBC, specific to that property.

5.2.11 As per this specification, it is the providers responsibility to:

- Obtain a bailiff if required at expiry of Notice to Quit (NTQ)
- To dispose of any belongings left in situ beyond any time period agreed between SBC and the licence holder

5.3 Day-to-Day Management:

5.3.1 To keep all structural parts and the exterior of the premises (including the roof, gutters, drains, and exterior pipework) in a reasonable state of repair.

5.3.2 At all times to keep the premises free from damp and from fungi or other infestation that materially affect the property.

5.3.3 To keep any stairways corridors or entrance halls or other communal areas that service the premises properly cleaned, lit, and adequately maintained at all times.

5.3.4 To keep in good repair and proper working order all installations in the premises for the supply of water, gas and electricity, including basins, sinks, baths, and sanitary apparatus, but not including other fixtures, fittings, and appliances for making use of the supply of such services.

5.3.5 To keep in good repair and proper working order the installations for the heating of water and the heating of the main living room of the premises, save that where a central heating system exists to maintain this by way of a service contract with a Gas Safe accredited contractor.

5.3.6 To inspect the premises on a regular basis and in any event not less frequently than once in every six weeks, and to carry out as soon as possible any repair work shown to be necessary as a result of such inspection or which may have reasonably been requested by SBC.

5.3.7 To notify SBC immediately following identification of any damage caused by the resident.

5.3.8 To keep the premises fully insured with an insurance company of repute in the full reinstatement value and, if so requested by SBC, to produce the receipt for the current premium as evidence of payment. Such insurance must also contain adequate provisions for Public / Third Party liability at all times throughout the period the property is available to SBC. A copy of insurance certificates must be available for inspection by SBC at 24 hours' notice.

5.3.9 To carry out at the provider's expense all appropriate internal redecoration of the premises if requested by SBC to comply with this contract.

5.3.10 To pay and discharge and indemnify SBC in respect of all existing taxes, rates, and assessments, including water rates, which may be payable on the Premises or in respect of the provider's interest in the Premises (but not including those which are the responsibility of the resident under the Licence).

5.3.11 To attend, or arrange for a competent agent to attend, at the Premises at the commencement of the operation of any new Licence of the Premises at such reasonable time and for such reasonable period as may be required by SBC so as to explain the method of operation of any switches, controls, and locks affecting the Premises or equipment within the Premises.

5.3.12 To undertake at the provider's expense the changing of any door locks to the Premises where specifically and reasonably requested to do so by SBC (i.e., for safety, or due to eviction). Lock changes arising as a result of a loss of keys by the resident will not be payable by SBC.

5.3.13 To provide or renew such basic furniture and furnishings within the Premises as may be required by SBC suitable to the size of the property / number of residents as follows:

For Furnished Properties:

- Carpets / appropriate flooring throughout
- Heavy curtains or blinds to all living and bedrooms
- Beds for the number of residents
- If kitchen present, cooker
- If kitchen present, fridge with icebox or fridge freezer
- If lounge space present, sufficient chairs / seating
- Wardrobe

5.3.14 To ensure the property complies with current health and safety and fire regulations.

5.3.15 To provide to SBC, prior to the acceptance of any property, copies of current National Inspection Council for Electrical Installation Contracting (NIECIC) electricity (or other recognised electricity safety certificate) test certificates, and Gas Safe Register gas certificates, together with the energy performance certificate (EPC), and the property checklist signed and dated, confirming the property meets the standards laid down by SBC.

5.3.16 The provider covenants not to dispose by way of transfer, assign, sale, or any other method, his interest in the property without the express permission of SBC to any such transaction.

5.3.17 The provider is responsible for physical evictions and associated costs including lock changes.

5.3.18 The provider must provide a contact telephone number to SBC and residents and be available for out of hours contact in the event of emergencies arising.

6. SECTION D – REPAIRS PERFORMANCE

6.1 Repair Categories:

6.1.1 Providers are responsible for carrying out repairs and maintenance to properties and for operating a repairs reporting service for residents. Repairs are to be classed into three categories as follows:

6.1.2 Priority A (Emergency Repairs):

- Emergency repairs must be made safe within 24 hours or no later than the next working day
- Procedures must be in place by the provider to meet emergency repairs that may occur outside normal working hours, on weekends or public holidays
- If an emergency arises outside normal working hours, it is the responsibility of the provider to ensure that appropriate repairs are carried out in line with health and safety standards

6.1.3 Priority B (Urgent Repairs), which must be completed within 5 working days.

6.1.4 Priority C (General Repairs), which must be completed within 28 working days.

6.2 Detailed Repair Functions:

6.2.1 The following three lists outline the Priority A, B and C repair functions. Repair obligations, which are not mentioned here, but are considered the responsibility of the provider, will also need to be completed within a period of time which SBC will determine to be reasonable.

6.2.2 Repairs and appointments to carry out repairs should all be made through the provider. On no occasion should responsibility to make arrangements be passed on by the provider to the resident.

6.2.3 Priority A – Emergency: Maximum completion time is 24 hours

- Drinking water
- Heating (between 1st November – 30th April)
- Electrics unsafe
- Flooding
- Blocked drains and sanitation
- No lights or power
- No lighting to communal areas (complete failure)
- Dangerous electrical faults (exposed wires, overheating of switches or sockets, flickering lights)
- Burst pipes, defective tanks, or serious leaks causing flooding
- Blocked drains or blocked toilets
- Gas leaks (normally reported to British Gas)
- Dangerous structures – floors, ceilings, walls etc.

- Removal of racist or sexist graffiti, or graffiti of an offensive nature
- Provision of temporary heating to vulnerable households, such as people with young children and people over the age of 65
- Replacement of missing or badly damaged manhole covers
- Replacement of broken toilet pan

6.2.4 Priority B: Maximum completion time is 5 working days

- Blocked waste pipes (other than toilets: see above)
- No cold water supply to bath and basin
- Restoring heating and / or hot water (temporary heaters must be supplied by the provider where necessary)
- Temporary repairs to cover defective flat roofs or pitched roofs where there is serious water penetration
- Mending minor leaks on water pipes
- Repairing leaking cone / soil joints to toilets
- Repairing leaks to soil pipes / soil vent pipes generally
- Repairing or renewing ball valves (overflows, water hammer)
- Repairing defective extractor fan (internal bathroom / kitchen only)
- Replacing broken wash hand basin
- Repairing defective entry-phone system
- Restoring flush to toilets
- Broken fridge / freezer
- Leak / damage patch
- Infestations
- Broken glazing
- Blocked downpipes / guttering

6.2.5 Priority C: Maximum completion time is 28 working days

- Re-securing wash basin
- Repairing blocked and / or damaged rainwater gutters and pipes
- Replacing glazing to communal areas
- Replacing chimney pot or cowl
- Replacing fittings to windows and / or external doors
- Mending faulty taps
- Replacing zinc or lead flashings
- Replacing ridge / eves tiles and cement filets
- Replacing or repairing internal fire doors
- Replacing defective fire bricks or parts for open fires
- Repairing and / or replacing fittings for metal casement windows and doors
- Replacing window sash fastener / sash cord
- Replacing rotten or defective flooring
- Replacing toilet cistern
- Replacing waste trap or fitting
- Repairing faulty stop valve or drain down cock
- Replacing bath
- Replacing kitchen units (including sink units / taps)
- Replacing external doors

- Replacing window / frames
- Dry lining condensation treatment
- Repairing or replacing wall tiling / splashbacks
- Replacing loose or defective flooring (not dangerous)
- Fixing or replacing air bricks
- Repairing or renewing tile surrounds
- General brickwork repairs (rebuilding piers, boundary walls)
- Repairing or replacing stone, concrete, tile or wooden window cills
- Repairing timber staircases (not dangerous)
- Replacing or repairing external fascia / soffit / barge boards
- Repairing or replacing fencing / gates
- Redecoration following repair works
- Replacing gully grid
- Plaster repairing gully grid
- Plaster repairs to ceilings or walls
- External rendering
- Repairing internal floor screeds
- Repairing external floor screeds
- Repairing external paving / concrete aprons

7. SECTION E – RESIDENT RELATIONS

7.1 Harassment Policy

7.1.1 Harassment is a serious breach of the resident's property agreement and should be treated as a separate issue to that of nuisance. You should adopt a victim-centred definition of harassment, and the matter should be investigated as such. All reported incidences of harassment should be fully investigated; the onus of proof should not be placed on the victim.

7.1.2 You should strongly advise your resident to report racist incidences to the Police. You or your staff should offer support and, if asked, be present whilst the matter is reported to the Police.

7.1.3 SBC should be notified of any harassment.

7.1.4 Definitions of harassment include:

- Verbal abuse
- Damage of property or threats to damage property
- Arson or attempted arson
- The sending of threatening and / or abusive correspondence
- The making of threatening and / or abusive telephone calls
- Unprovoked assaults
- Repeated vandalism
- Harassment by animals
- The placing of rubbish, paint, excrement, and / or any other noxious or offensive substances, through any opening or on any internal or external part of the dwelling house
- Demanding money accompanied by threats of abuse, oral or physical

7.1.5 Victims of harassment should be dealt with sympathetically and in confidence. You should keep these reports in one central location and update the file at every stage of the investigation / action.

7.1.6 If the resident is a perpetrator of domestic violence, the provider must notify SBC and should notify the Police of an actual or suspected crimes. SBC is at liberty to decide to follow the Warning and Discharge procedures below.

7.2 Warning and Discharge Procedures

7.2.1 It is imperative that SBC maintain full control of warning and discharge procedures.

7.2.2 Where a complaint is made about a resident, the provider must adhere to the following process:

(i) Once a complaint has been received, the provider should be able to supply evidence to support the claims.

(ii) The provider will liaise with SBC to provide full details of the complaint and / or an accurate account of the incident for SBC to produce and issue a warning letter to the resident. The letter to the resident will make clear that this first warning is from SBC.

7.2.3 The SBC warning and discharge procedure proceeds in the following order:

1) First Warning
2) Final Warning
3) Discharge of Duty and eviction procedures

7.2.4 If the grounds are deemed sufficiently serious, for instance, drug use, verbal abuse, or severe noise and nuisance, SBC may go straight to a Final Warning. Or, if matters are more serious (e.g., proven criminal activity), SBC may simply discharge if it finds the resident's account to be unsatisfactory.

7.2.5 Warnings last for a one-year period, after which they may no longer be taken into account in these procedures (although they will always be kept for reference).

7.2.6 A note about duties:

(i) Section 188 – Should a case reach the discharge stage, it must be remembered that the case may still be accepted under Section 193, and further accommodation may have to be provided. Warnings made under Section 188 are no longer valid when a case is accepted under 193.

(ii) Section 193 – The discharge and offer letters should state the right of review under Section 202 – discharge letters should be sufficiently detailed demonstrating the history of poor behaviour, including dates and incidents, and copies of previous warning letters.

(iii) Section 198 cases are actually Section 193 cases until the duty is transferred.

7.3 Residents' Complaints

7.3.1 The first point of contact for residents should be the provider that is dealing with the property.

7.3.2 All providers are required to have a complaints procedure and to fully investigate and respond to all complaints. If a resident considers that their complaint has not been dealt with satisfactorily by the provider, then they may contact the appropriate Housing team for further investigation.

7.3.3 SBC shall deal with the complaint according to its own internal procedures. However, the provider must be given a reasonable

opportunity to resolve the complaint before the local authority gets involved in a formal process.

7.3.4 All landlord complaints should be made via the provider. However, complaints about a provider should be referred to the appropriate Senior Housing Officer or Housing Manager.

7.4 Home Visits

7.4.1 In the case of self-contained properties, the landlord or managing agent will visit the property at least every 6 weeks.

7.4.2 In the case of shared accommodation / accommodation with shared facilities, the landlord or managing agent will visit the property at least once every week.

7.4.3 The visit will incorporate, as a minimum, an occupancy check and a check on the condition of the property.

7.4.4 Failure to occupy should be notified to SBC with any evidence.

8. SECTION F – SITE VISITS

8.1 To ensure ongoing compliance with contract requirements and to maintain service standards, SBC may conduct site visits post-award or during the contract term.

8.2 These visits will enable The Council to verify that the accommodation provided meets the agreed specification and quality expectations.

8.3 Providers will be given reasonable notice in advance of any site visits to facilitate access and preparation.

8.4 Providers are required to provide full access to the accommodation units, communal areas, and relevant documentation during site visits. Cooperation with SBC representatives is mandatory to enable effective inspection and assessment.

9. SECTION G – GENERAL DATA PROTECTION REGULATION (GDPR)

9.1 The provider and SBC will be Data Controllers as defined by the Data Protection Act 2018, as amended by the Data (Use and Access) Act 2025.

9.2 The provider is a Data Controller in their own right, and the provider must provide SBC with details of their ICO (Information Commissioner's Office) Registration Number.

9.3 The provider and SBC process personal data as independent Data Controllers and not jointly as joint Data Controllers.

9.4 SBC requires that the provider complies with the obligations set out within the Data Protection Act 2018, as amended by the Data (Use and Access) Act 2025, and the UK General Data Protection Regulation 2016, as well as any other relevant data protection legislation.

9.5 The provider must be able to satisfy SBC that they have adequate policies and procedures in place to comply with all relevant data protection legislation (as detailed above).

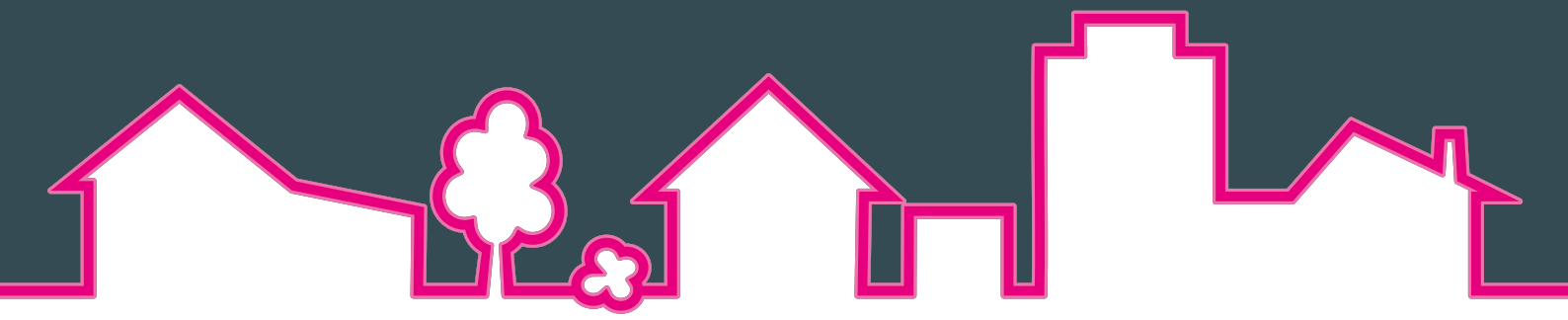
9.6 The provider and SBC shall each individually and separately be responsible for complying with the obligations that apply to them as Data Controllers under any applicable data protection legislation in relation to all personal data processed.

9.7 In the event of any breach of any applicable data protection legislation whichever party (either the provider or SBC) is at fault must cover all resulting costs, charges, damages, expenses or loss, and must repay any resulting financial cost or loss to the other party in full.

9.8 The provider will notify SBC of any complaint, communication or request that they receive in relation to either party's (the provider's or SBC's) obligations under data protection legislation, and the provider will provide all reasonable co-operation and assistance required by SBC in relation to such requests and communications.

9.9 A privacy notice is included in the tender pack.

HMO Landlords' Handbook



www.spelthorne.gov.uk/hmo
eh.residential@spelthorne.gov.uk
01784 446251
Environmental Health, Spelthorne Borough Council, Council Offices, Knowle Green, Staines-upon-Thames, TW18 1XB

updated: 24 March 2026

SPELTHORNE
BOROUGH COUNCIL

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1. Introduction and definition of house in multiple occupation (HMO)

1.1 This handbook has been prepared by Spelthorne Borough Council to provide information for owners, agents, and occupiers about the rules and standards applicable to HMOs. The content addresses both licensed and non-licensed HMOs.

1.2 The definition of an HMO is complex and is set out in the Housing Act 2004 Additional details are available on the government website: Private renting: Houses in multiple occupation - GOV.UK

1.3 Generally, an HMO refers to a house, flat, or converted building—such as a former office or a house converted into bedsits—where three or more tenants, who are not members of the same family* and constitute two or more households, usually sharing facilities including bathrooms, toilets, or kitchens. Shared houses and bedsits may fall under this classification.

**Family includes individuals connected by blood (parent, grandparent, child—including adopted, fostered, and step-children, grandchild, sibling, uncle, aunt, nephew, niece, or cousin), or as part of a couple.*

1.4 A 'household' comprises either a single individual or family members residing together and may also include carers or domestic staff. For further clarification, refer to The Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006

1.5 The definition also extends to buildings converted into self-contained flats (Section 257 HMOs), where over 33% are occupied by tenants rather than owner-occupiers, and where the conversion does not comply with the relevant building regulation standards specified in Section 257 of the Housing Act 2004, nor has a building certificate been issued for the conversion.









2. Planning Permission for HMOs

2.1 For planning purposes, as defined by the Town and Country Planning (Use Classes) Order 1987 (as amended) most single-family homes fall within **Use Class C3 (dwellinghouses)**, whereas small HMOs occupied by between three and six unrelated people who live there as their main residence and share basic facilities such as a kitchen or bathroom fall within **Use Class C4**,

2.2 In March 2026, Spelthorne Borough Council introduced Article 4 Directions across the borough. This means that **landlords can no longer automatically turn a family home into a small HMO without planning permission**. Anyone wanting to change a property from a family home (Use Class C3) to a small HMO (Use Class C4) must now **apply for and receive planning permission first.**

2.3 **Planning permission is not guaranteed.** Applications will be assessed against a range of factors, including the concentration of HMOs in the local area and the potential impact on neighbouring properties, such as parking pressure and waste storage and collection arrangements. To help applicants understand the Council's expectations, the Council has adopted a Supplementary Planning Document (SPD), which sets out the criteria that must be addressed in any planning application for an HMO.

2.4 **Using a property as an HMO without the required consent may result in planning enforcement action. Landlords should therefore check whether an Article 4 Direction applies before purchasing, converting, or letting a property as an HMO.**

2.5 Larger HMOs occupied by seven or more unrelated people are treated in planning terms as **'sui generis'** which means they do not fall into a standard planning use class. In all cases therefore larger HMO properties will require planning permission. A description of Planning Use categories can be found here The Town and Country Planning (Use Classes) Order 1987

2.6 Party wall matters should be considered alongside planning permission and building control requirements whenever HMO landlords undertake building works affecting a shared wall, boundary, or involving excavation near a neighbouring property. Even where planning permission has been granted, or works can proceed under permitted development rights, the Party Wall etc. Act 1996 imposes separate legal duties to serve formal notice on adjoining owners and, where required, to appoint surveyors and agree a Party Wall Award before work begins. These obligations operate independently of the planning system, and failure to comply can result in delays, injunctions halting works, and liability for damage or legal costs. Landlords should therefore ensure party wall compliance is factored into early project planning and timelines, regardless of whether neighbouring properties are owner-occupied or tenanted. Details of legislation can be found here Party Wall etc. Act 1996

3. Licensing of HMOs and legal standards

3.1 The Council also requires HMOs to be licensed if the property accommodates five or more individuals forming two or more distinct households regardless of the size of property. The Licensing of Houses in Multiple Occupation (Prescribed Description) (England) Order 2018 defines HMOs that must be licensed under Section 61 of the Housing Act 2004. Certain buildings are exempt from licensing requirements, as outlined in Schedule 14 of the Housing Act 2004

3.2 It should be noted that operating a licensable HMO without a licence is an offence for which there are sanctions, such as financial penalties, rent repayment orders or prosecutions. Further details on the licensing scheme and applying for a licence are contained in Section 9

3.3 **The Housing Act 2004** and related regulations set out the minimum standards that all HMOs must meet. This handbook explains these legal requirements and sets out the standards that the Council require to ensure compliance with some of those legal requirements. All HMOs must meet legal management standards, whether a licence is required or not. All, except Section 257 HMOs defined below, are covered by The Management of Houses in Multiple Occupation (England) Regulations 2006 . At the end of this point can you add another sentence. See Section 6 for further details.

3.4 **Section 257 HMOs**
Some buildings that have been converted into self-contained flats are classed as Section 257 HMOs. This applies where the conversion did not fully meet the Building Regulations in force at the time it was carried out. These properties do not fall under mandatory licensing, but are subject to separate management and amenity rules under The Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 Note that in Spelthorne, this type of HMO is not currently required to be licensed since it is not covered under the scope of mandatory HMO licensing

4. Space and amenity standards

4.1 The legislation

4.1.1 Legal space standards for sleeping rooms are that they must be at least 6.51m^2 for one person and 10.22m^2 for two people. For children under 10, sleeping accommodation must be at least 4.64m^2. See Table 1.

Table 1: Standard for sleeping rooms	
Minimum sleeping room size (m^2)	**Who can occupy**
6.51	One person
10.22	Two persons
4.64	Child under 10

4.1.3 Amenity requirements are set out in legislation in The Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006 (as amended). This legislation states that kitchens, bathrooms, and toilets are to be of adequate number for the occupancy and sufficiently spacious and suitably equipped. Spelthorne's standards on how to achieve this are described in this handbook.

4.1.4 Note that this legislation relates specifically to the consideration of the suitability of an HMO for licensing, but our standards set out in this handbook include smaller HMOs that do not require a licence.

4.1.5 It should be noted that if there are no shared living spaces, bedrooms may need to be larger. Ensuites must not be included in the room size measurements, and any floor space where the ceiling height is less than 1.50 m^2 must be disregarded

4.2 Bedroom sizes in relation to communal living spaces

4.2.1 Table 2 below sets out Spelthorne's minimum acceptable combinations of bedroom sizes and communal living area space in HMOs where occupiers share kitchen facilities, considering the number of occupiers and storeys.

Table 2 - Spelthorne's minimum space standards for bedrooms, kitchens and communal living spaces in HMOs where occupiers share kitchen facilities						
Total number of people in HMO	**Minimum bedroom size**	**Minimum kitchen size**	**Minimum shared living/dining space**			
			1 or 2 storey HMO options		**3 or more storey HMO options**	
3 to 5	1 person 6.51m² 2 persons 10.22m²	7m²	• Separate living room • Living/dining combined with kitchen	11m² 18m²	• Separate living room where kitchen within one floor distance • Kitchen/diner size where separate living room (of 11m²) is more than one floor distance from it • Combined kitchen/living/dining room	11m² 13m² 18m²
6 to 10	1 person 6.51m² 2 persons 10.22m²	10m²	• Separate living room • Living/dining combined with kitchen	14m² 24m²	• Separate living room where kitchen within one floor distance • Kitchen/diner size where separate living room (of 11m²) is more than one floor distance from it • Combined kitchen/living/dining room	14m² 16m² 24m²
3 to 5	1 person 8.5m² 2 persons 14m²	7m²	No shared living space required		No shared living space required unless all bedrooms are more than one floor distance from kitchen in which case options are: • kitchen/diner • Separate dining room within one floor distance of kitchen	 13m² 11m²
6 to 10	1 person 8.5m² 2 persons 14m²	10m²	No shared living space required		No shared living space required unless all bedrooms are more than one floor distance from kitchen in which case options are: • kitchen/diner • Separate dining room within one floor distance of kitchen	 16m² 14m²

4.3 Heating

4.3.1 Heating requirements are set out in legislation in The Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006 (as amended). This legislation states that each unit of living accommodation in an HMO must be equipped with adequate means of space heating.

4.3.2 To ensure this standard is met and to reduce the risk of the hazards of damp and mould and excess cold in the HMO, Spelthorne Borough Council has established the following minimum standard for heating:

- An efficient and safe fixed space heating appliance that is capable of maintaining each room at a minimum temperature of 19°C when the outside temperature is -1°C must be provided. The fixed space heating appliance may be radiators forming part of a central heating system or alternatively a fixed hard-wired electrical appliance.

- The heating appliances and system must be controllable by the occupiers for timings and temperature settings.

4.3.3 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 require a carbon monoxide detector to be fitted in any living accommodation containing a fixed combustion appliance other than a cooker (this includes gas boilers)

4.4 Personal Washing Facilities

4.4.1 To ensure bathrooms* are of adequate size, layout, and appropriate for their intended use, and meet the prescribed standards in the legislation, Spelthorne Borough Council has established the following minimum standards:

- Bathrooms must meet standards suitable for their intended purpose and be easily accessible, ideally located no more than one floor away from any user, and shared facilities must be accessed from a communal area within the building.
- All bathrooms are required to be of sufficient size and arranged to allow users to undress, dry off, and dress safely and privately.
- All baths and wash basins must feature a tiled splash-back of at least 300mm. Shower cubicles require fully tiled walls and a suitable water-resistant curtain or door. Additionally, bathrooms must have smooth, impervious wall and ceiling surfaces that can be easily cleaned. Flooring must also be easy to clean and slip-resistant.
- Each bath, shower, and wash hand basin must have a continuous and adequate supply of hot and cold running water with reasonable temperature control.
- Adequate lighting of a type that is suitable for use in an area with high moisture, with an appropriate IP rating for its use must be provided, and installed by an electrician.
- A reliable and safe fixed space heating appliance with temperature controls is required to all bathrooms, and is to be installed by an electrician.
- Bathrooms must be equipped with mechanical ventilation, venting to outside air, with a minimum extraction rate of 15 litres per second, supplementing any openable windows. The ventilation may operate via the light switch with an appropriate over-run period or utilise a properly calibrated humidistat, and is to be installed by an electrician.
- In properties housing five or more occupiers, where reasonably practicable, a wash hand basin with appropriate splash-back must be installed in each separate unit of accommodation (such as every bedroom or bedsit) that does not already contain a sink
- All properties accommodating children under 10 years old must include a bath in a bathroom or ensuite for use by the household of any child under 10.

**Any reference to bathroom includes shower rooms*

Table 3 – minimum dimensions for sanitary fittings in bathrooms

Sanitary fitting	Minimum dimensions
Bath	1700mm x 700mm
Shower	800mm x 800mm

4.5 Toilet facilities

4.5.1 To ensure toilet facilities are of adequate size, layout, and appropriate for their intended use, and meet the prescribed standards in the legislation, Spelthorne Borough Council has established the following minimum standards:

- The rooms shall have smooth, impervious wall and ceiling surfaces, which can be easily cleaned. The flooring should be capable of being easily cleaned and slip resistant.
- Toilets shall be readily accessible and normally not more than one floor away from the user. Shared facilities shall be accessible from a communal area. Facilities must be inside the building and constructed to ensure privacy.
- Separate toilet compartments should be a minimum dimension of 1300mm × 900mm with 750mm in front of the toilet.
- Each toilet in a separate compartment is required to have a window that opens equivalent to 1/20th of the floor area or mechanical ventilation to the outside air at a minimum extraction rate of six litres/second.
- A reliable and safe fixed space heating appliance with temperature controls is required to all bathrooms, and is to be installed by an electrician.
- A wash hand basin with appropriate splashback must be provided in the same compartment as the toilet.

4.6 Sharing ratios for bathrooms and toilet facilities

4.6.1 For properties where four or fewer occupiers share facilities, at least one bathroom containing a fixed bath or shower and a toilet (which may be located within the same room) within the main building is required.

4.6.2 Where there are five or more occupiers sharing facilities, the following minimum standards apply:

- One separate toilet with a wash hand basin must be provided for every five occupiers.
- One bathroom (which may contain a toilet) with a fixed bath or shower must be provided for every five occupiers.

4.6.3 **Ensuite facilities:** the occupier/s of any room with ensuite or their own exclusive facilities will be disregarded when considering overall provision of bathroom and toilet facilities. Such facilities are required to be for exclusive use, suitably enclosed in a ventilated room within, or in reasonable proximity to the living accommodation. They are to be adequately laid out with a toilet and wash hand basin, bath or shower with constant hot water supply.

Table 4 – Minimum bathroom and toilet facilities required according to number of occupiers

Number of people (regardless of age*)	Facilities required
3 to 4	• 1 bathroom containing bath or shower, toilet and wash hand basin (and may be in same room)
5	• 1 bathroom containing bath or shower (with or without a toilet together with wash hand basin) **and** • 1 toilet together with wash hand basin in **separate room** (may be located in a second bathroom)

Table 4 – Minimum bathroom and toilet facilities required according to number of occupiers	
Number of people (regardless of age*)	**Facilities required**
6 to 10	• 2 bathrooms containing bath or shower (with or without toilets together with wash hand basins) **and** • 2 toilets together with wash hand basins (one at least of which must be in **separate room** to bathrooms)
11 to 15	• 3 bathrooms containing bath or shower (with or without toilets together with wash hand basins) **and** • 3 toilets together with wash hand basins (one at least of which must be in a **separate room** to bathrooms)
Bedrooms with ensuite	• Where a room is provided with **complete** ensuite facilities (bath/shower, toilet and wash hand basin), the occupier/s of that room will be disregarded when considering the provision of bathroom and toilet facilities • Where there are **partial** ensuite facilities, the occupier/s are disregarded for just those facilities
** Note that if a child under the age of 10 lives in the property, a bath must be provided that is accessible to the household with the child.*	

4.7 Shared kitchens

4.7.1 To ensure kitchens are suitably located, of adequate size, layout, and equipped with suitable and sufficient facilities, and meet the prescribed standards in the legislation, Spelthorne Borough Council has established the following minimum standards:

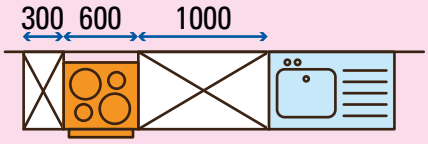
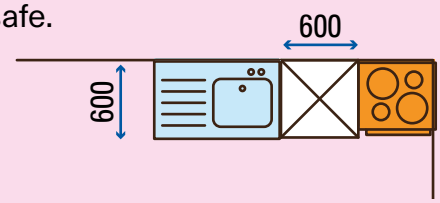
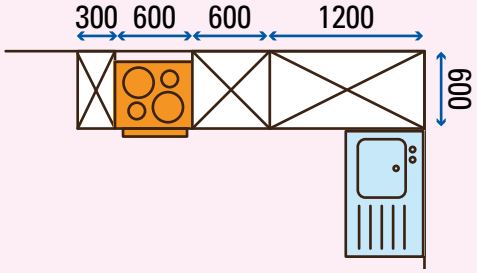
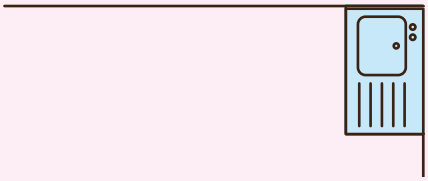
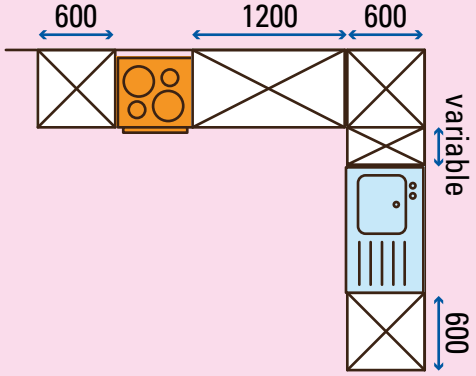
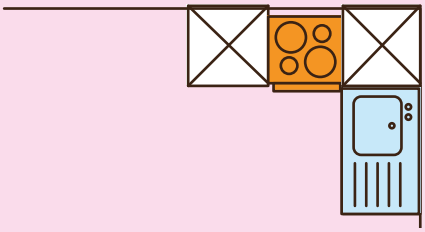
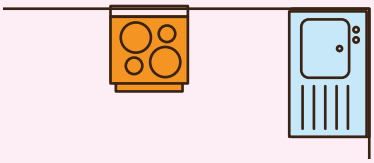
4.7.2 **Kitchen location**

- Kitchens must be contained within the main building and located no more than one floor away from the bedrooms.
- In HMOs of up to three storeys and accommodating no more than 10 persons, communal kitchens may be situated up to two floors away from some bedrooms if necessary.

4.7.3 **Kitchen layout**

- The kitchen layout must be safe, practical, and designed to support good hygienic storage, preparation and cooking of food.
- Cookers must not be positioned directly beneath windows.
- Cookers should be placed away from doorways, with sufficient floor space to allow items to be safely removed from the oven.
- Users must be able to stand directly in front of both the cooker and sink, with clear surfaces available on both sides for placing utensils.
- Where two sets of facilities are provided in a single kitchen, the layout must allow both to be used safely and simultaneously.

Table 5 - examples of acceptable, good and also unsatisfactory layouts of facilities in shared kitchens

✔ Good practice	✗ Unacceptable
A satisfactory kitchen must be safe, convenient and must allow good hygiene practices. It must be possible to stand directly in front of the cooker and sink and to place utensils down on both sides of each. Worktops must be secure, level and impervious and must be of adequate size. Adjacent walls require splash-backs and power points must be suitably located.	Cookers cannot be safely used if they are located in corners, do not have adequate worktop on both sides or are too close to sinks. Sinks require space to put dirty utensils on one side and clean on the other.
✔ **This is the minimum provision for a kitchen.** It incorporates worktop on both sides of the cooker and working space both sides of the sink bowl. Note 300mm is a minimum width and should be made wider where possible. 	✗ **Cooker may not be located in a corner.** This arrangement is impractical and unsafe. 
✔ **Alternative minimum layout.** This arrangement provides more workspace but could be further improved by giving more room in front of the sink (see below). 	✗ **The sink bowl must not be located in a corner.** This is an impractical arrangement and because there is no worktop next to the bowl and it is impossible to separate clean and dirty utensils, it also creates a hygiene hazard. 
✔ **This is a good kitchen layout.** It is well set out and has plenty of usable workspace. 	✗ Neither cooker nor sink can be practically or safely used with this arrangement. 
	✗ The cooker is free-standing and improperly located in relation to the sink. Both the cooker and sink also lack worktops. This arrangement is impractical and unsafe. Adding worktops will still not give a practical and safe kitchen. 

4.7.4 Kitchen size

- Kitchens shared by three to five occupiers must have an area of at least 7m^2.
- For six to ten occupiers, the kitchen should be at least 10m^2.
- The minimum kitchen width is 1.8m to ensure occupiers can move safely.

4.7.5 Kitchen facilities and sharing ratios

One full set of kitchen facilities as detailed below shall be provided for every five occupiers that are sharing*:

- **Sink:** A stainless-steel sink with an integral drainer set in a base unit, with tiled splashback behind sink and drainer. It must have constant hot and cold running water and be properly connected to the drainage system. The cold water must come straight from the main supply. There should be enough space to stand directly in front of the sink and place utensils on both sides.
- **Cooker:** A gas or electric cooker with four ring burners, an oven, and a grill, all usable at the same time. The cooker must be situated away from doorways, with at least 300mm of worktop space on either side, and allow someone to stand directly in front of it.
- **Electrical sockets:** A minimum of three double 13-amp electrical sockets, in addition to those used for built-in appliances like washing machines or dishwashers.
- **Worktop:** A secure, level, and impervious worktop that measures at least 1000mm in length by 600mm in width.
- **Storage:** A food storage cupboard for each occupier, either a base unit at least 500mm wide or a wall unit at least 1000mm wide. Storage beneath the sink and drainer does not count. This storage may also be provided in each occupier's room.
- **Fridge/freezer:** A refrigerator with a minimum capacity of 130 litres plus a freezer with a minimum capacity of 60 litres. If not in the kitchen, the fridge/freezer must be freely accessible and adjoining the kitchen, but not in the hallway or a landing.
- **Refuse disposal:** Adequate provision must be made for the storage and disposal of refuse.
- **Ventilation:** Mechanical ventilation to the outside air at a minimum extraction rate of 60 litres per second or 30 litres per second if the fan is sited within 300mm of the centre of the hob. This is in addition to any openable windows.

** Note, no kitchen may contain more than two sets of facilities*

Table 6 - the minimum provision of kitchen facilities according to the number of occupiers within an HMO	
Number of occupiers (regardless of age)	**Minimum provision of kitchen facilities**
3 to 5 people	One complete set of kitchen facilities
6 to 7 people	2 complete sets of kitchen facilities (which may be within 1 kitchen, and **in this case:** • worktop dimensions can be a total of 1500mm x 600mm • a combination microwave is acceptable instead of a 2nd cooker • a dishwasher is acceptable instead of a 2nd sink)
8 to 10 people	2 complete sets of kitchen facilities with a 2000mm × 600mm worktop
11 to 12 people	3 complete sets of kitchen facilities (which may be within at least 2 separate kitchens, and **in this case:** • Worktop to each kitchen of 2500mm x 600mm • a combination microwave is acceptable instead of a 3rd cooker • a dishwasher is acceptable instead of a 3rd sink • 2 × 130 litre refrigerators with an additional 20 litres capacity of refrigerator space per person over 10 persons • 2 × 60 litre freezer space with an additional 10 litres capacity of freezer space per person over 10 persons)
13 to 15 people	At least two separate kitchens containing three complete sets of kitchen facilities, each kitchen with 5000mm × 600mm of work surface

4.8 Kitchens for exclusive use (bedsits)

4.8.1 A bedsit is where sleeping, living, and cooking amenities are provided for exclusive use by occupiers within a single unit of accommodation (i.e. one room).

4.8.2 The principles of safe kitchen design apply equally to bedsits as to shared kitchens. Cookers must not be positioned near doorways or beneath windows to minimise safety risks.

4.8.3 To ensure kitchen facilities contained within a bedsit meet the prescribed standards in the legislation where the occupier/s of it are not sharing kitchen facilities, Spelthorne Borough Council has established the following minimum standards for the bedsit kitchen*:

- **Sink:** A stainless-steel sink with an integral drainer set in a base unit, with tiled splashback behind sink and drainer. It must have constant hot and cold running water and be properly connected to drainage system. The cold water must come straight from the main supply. There should be enough space to stand directly in front of the sink and place utensils on both sides.
- **Cooker:** A gas or electric cooker with at least a two-ring hob, oven, and grill.
- **Electrical sockets:** A minimum of two double 13-amp electrical sockets at worktop height for portable appliances, exclusive of those used by fixed kitchen appliances. Additionally, two further double sockets must be positioned elsewhere within the bedsit.
- **Worktop:** A secure, level, and impervious worktop that measures at least 500mm in depth and 1000mm in length is required, with a minimum of 300mm of space on either side of the cooking appliance to accommodate utensils and pans. All worktops must be securely supported, non-porous, and easy to clean.

- **Storage:** A minimum of one food storage cupboard (base units must be 500mm wide; wall units must be 1000mm wide). The sink base unit is not to be used for food storage purposes.
- **Fridge/freezer:** A suitable refrigerator with freezer compartment, sufficient for the household's needs
- **Refuse:** A suitable receptacle for refuse and food waste
- **Ventilation:** Mechanical ventilation to the outside air must be provided, achieving a minimum extraction rate of 60 litres per second, or 30 litres per second if the fan is located within 300mm of the centre of the hob. This is required in addition to any existing openable windows

**Proprietary micro-style kitchenettes incorporating the above features may be suitable in certain situations, following consultation with a case officer.*

5. Fire safety standards

5.1 The legislation

5.1.1 Requirements in relation to fire precaution facilities and equipment are set out in legislation in The Licensing and Management of Houses in Multiple Occupation and Other Houses (Miscellaneous Provisions) (England) Regulations 2006 (as amended). This legislation states that appropriate fire precaution facilities and equipment must be provided of such type, number and location as is considered necessary.

5.1.2 The Regulatory Reform (Fire Safety) Order 2005 sets out the requirement for HMOs to have a suitable and sufficient fire risk assessment conducted by a competent person. For licensed HMOs, significant findings from this assessment must be documented, making a written risk assessment mandatory.

5.1.3 The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 require that a smoke alarm is equipped on each storey of the premises on which there is a room used wholly or partly as living accommodation. This applies to all rented properties. It should be noted that many HMOs will require additional fire detection provision, and even a full fire alarm system depending on size, layout and risk. **It should be noted that failure to comply with these regulations is an offence which may result in a penalty of up to £5,000.**

5.1.4 The Management of Houses in Multiple Occupation (England) Regulations 2006 require that fire-fighting equipment and fire alarms be kept in proper working order.

5.2 National fire safety guidance

5.2.1 Spelthorne Borough Council refers to the national LACoRS fire safety guidance in determining required fire precautions and equipment in domestic dwellings, including HMOs. The guidance adopts a risk based approach to fire safety.

5.2.2 This guidance offers advice to landlords and fire safety enforcement officers within both local housing and fire and rescue authorities on ensuring adequate fire safety. This can be found here guidance-on-fire-safety-provisions-for-certain-types-of-existing-housing.pdf.

5.3 Fire risk assessment

5.3.1 This is required for all HMOs, and should be carried out by a competent person. For licensed HMOs, it must be written down and submitted during the licensing process.

5.3.2 It involves a systematic review of the premises, activities conducted there, and any potential fire risks and their impact on those present. Hazards must be identified, along with appropriate measures to ensure that these hazards are controlled. This includes fire precautions and management procedures to keep people safe in the event of a fire.

5.3.3 Qualified assessors for undertaking fire risk assessments can be found through registration schemes, including the following:

- The Institution of Fire Engineers (www.ife.org.uk)
- Warrington Fire (www.warringtoncertification.com)
- The Institute of Fire Safety Managers (www.ifsm.org.uk)
- Fire Industry Association (www.fia.uk.com)

5.3.4 Measures identified in the fire risk assessment to reduce risk and keep people safe should be actioned, and the assessment must be periodically reviewed. For more information on conducting a fire risk assessment, see Fire safety risk assessment: sleeping accommodation (accessible) - GOV.UK

5.4 Fire precautions

5.4.1 **General**

The following points give a summary from the LACoRS fire safety guidance to help landlords understand their responsibilities and the requirements for fire safety in HMOs, but landlords should be aware that if a property is used differently from its original design, even if it previously met Building Regulations, or if there are additional risk factors in terms of the use, layout, size of the property or vulnerable occupiers, then extra fire safety measures may be needed. Exact requirements can only be confirmed after a full inspection.

5.4.2 **Protected route**

The 'means of escape' is the route that occupiers will need to take to leave the building in a fire situation and often includes landings, stairs and hallways. In an HMO, it should be designed to remain free from smoke and fire for sufficient time to allow occupiers of the building to pass safely along it to a place of safety ('protected route'). All walls, floors, and partitions bordering the route, and doors opening onto it, must provide robust protection, usually to a standard of 30 minutes fire resistance. This also includes cupboards and the soffit (underside) of the staircase. The protected route should be free from obstructions and flammable materials.

5.4.3 **Fire doors**

These are engineered to withstand fire and inhibit smoke transmission, typically providing 30 minutes fire resistance (FD30 rating) to control fire spread and give time for people to get out. They are notably more heavy than standard doors, and newer models can be identified by a colour code near the hinges. Standard timber panels or inexpensive modern flush-panel doors constructed from plywood, hardboard, or hollow cores do not meet requirements, as they may fail rapidly under fire conditions.

Requirements for fire doors are that they:

- must fit closely within their frames
- include a suitable self-closing mechanism
- be fitted with three hinges
- have intumescent strips* fitted to door or frame

- usually need smoke seals** fitted to door or frame (can be integrated with intumescent strip)
- be fitted in accordance with the current relevant British Standard, and hardware and seals and strips be fitted in accordance with manufacturers' instructions.

In low-risk HMOs (eg 2 storey, shared house HMOs with no cooking in rooms, standard construction and layout, and no other risk factors including vulnerable occupiers), solid, well-constructed close-fitting doors in sound condition may be acceptable instead of fire doors to bedrooms.

** **Intumescent strips** respond to high temperatures by expanding, thereby sealing gaps between the door and frame, and helping contain the spread of fire within a room.*

*** **Smoke seals** restrict the passage of smoke into the escape route from the room where the fire is. They are designed to only block smoke and not fire (which is purpose of the intumescent strip). They will be required to fire doors for many HMOs but should not be fitted in situations where the fire detection system is restricted to the escape route. This is because their benefit will be outweighed by smoke detectors in the escape route only being activated when the fire is at an advanced stage and beginning to breach the fire door. At this point the alarm may be so late that the smoke has already affected the escape route.*

5.4.4 **Fire resistant materials**

In an HMO, there should usually be a minimum of 30 minutes fire resistance between units of accommodation, and between units of accommodation and high fire risk rooms (such as kitchens and communal living spaces). The same applies for protected routes. Standard constructed wall or ceiling partitions of 12.5 mm plasterboard either side with skim coat if in sound condition will usually provide 30 minutes fire resistance. If an HMO shares a wall with, or is located above commercial premises, the dividing partition must provide 60 minutes fire resistance. Gaps around pipework or cables that pass through a wall or ceiling will need to be carefully sealed with a suitable intumescent material to prevent fire and smoke transmission. Surface finishes such as timber, flock wallpaper or polystyrene ceiling tiles may not be suitable.

5.4.5 **Automatic fire detection and warning systems (fire alarm systems)**

These are essential in HMOs, helping to save lives and prevent injuries, and can range from interconnected smoke detectors to fully commissioned alarm networks with control panels. Alarms should be installed along every part of the protected route and emit a distinct sound of at least 75dB(A) at bed-heads when doors are closed. Routine testing and maintenance are crucial. Depending on the type of system, they should be tested weekly (Grade A system) or monthly (Grade D and E systems) and these tests recorded in a log book. Additionally, at least annual testing of the system should be carried out by a fire alarm engineer who will provide a certificate of testing. Any faults must be remedied to ensure the system remains in proper working order.

5.4.6 **Emergency lighting systems**

These are generally required in large HMOs or where the layout is not straightforward. If installed, they should be tested regularly, and a full system test and service must be completed annually by a competent person in line with BS5266.

5.4.7 **Fire blankets**

Fire blankets can stop a small fire becoming a major disaster and should be in every kitchen area within the property. They are to be wall mounted and easily accessible. Instructions on their use should be provided and easily readable.

5.4.8 **Firefighting equipment**
Generally firefighting equipment such as fire extinguishers are not recommended in units of accommodation as they require training to use and could result in a person delaying escaping from the property by attempting to fight a fire. One multi-purpose extinguisher is acceptable on each landing, but must be maintained in proper working order and all occupiers must be given training on their use where provided. They must be checked periodically to make sure they are in place and available for use, and tested and maintained on an annual basis in accordance with BS 5306-3.

5.4.9 **Locks on doors**
Locks to doors that provide escape from the property (including doors to bedrooms/ bedsits/flats, and all doors providing exit from the building, including patio doors) must be of a type that do not require a key for them to be unlocked from the inside, such as thumb turn locks.

5.4.10 **Inner rooms and unusual layouts**
A layout which is unusual and compromises the means of escape in a fire situation for any occupier in the property should be avoided. For example, an inner room, where an occupier has to pass through another room that is not part of their accommodation to get out of the property. If the inner room is on the ground floor and has a window fitted that meets the requirements of an escape window, then in certain circumstances, this may be considered an acceptable alternative means of escape. Another solution where the property layout is not straightforward or there are other factors that increase the risk is a water suppression (sprinkler) system. Advice should be sought in these circumstances from a fire safety specialist.

6. HMO management regulations

6.1 All HMOs, regardless of size and whether or not they require a licence are subject to specific management regulations. The Management of Houses in Multiple Occupation (England) Regulations 2006 apply to all HMOs except those made up entirely of self-contained flats. For HMOs comprised solely of self-contained flats, the Licensing and Management of Houses in Multiple Occupation (Additional Provisions) (England) Regulations 2007 are relevant.

These regulations impose duties on the manager of the HMO (defined in s.263(3) of the Housing Act 2004). The main requirements are:

- Provide and display contact information for occupiers.
- Implement safety measures, including maintain fire safety
- Maintain water supply and drainage systems
- Ensure uninterrupted supply and maintenance of gas and electricity.
- Maintain communal areas, fixtures, fittings, and appliances in clean, safe and working condition.
- Maintain living accommodation in good repair working order and clean at start of occupation
- Provide adequate waste storage and disposal facilities and arrangements

6.2 HMO occupiers also have a duty under these regulations to take reasonable care not to damage the property or prevent the manager from fulfilling their duties.

6.3 **It is important to note that that failure to comply with any requirement of the regulations is an offence, for which the Council may impose a financial penalty of up to £30,000, or prosecute, which could result in an unlimited fine for each offence under the regulations.**

7. Housing Health and Safety Rating System (HHSRS)

7.1 The Housing Health and Safety Rating System (HHSRS) is a risk based approach to assessing hazards within any residential property, including HMOs. It enables local authorities to identify and mitigate potential health and safety risks arising from any deficiencies present within dwellings.

7.2 The HHSRS sets out 29 hazards, a few of the most commonly identified being:

- **Damp and mould growth**
  Houses should be warm, dry, and well-ventilated, and maintained free from rising, penetrating and persistent condensation. There should be adequate provision for the safe removal of moisture-laden air to prevent damp and mould growth.
- **Excess cold**
  Houses should be adequately insulated to prevent excessive heat loss; in particular, roof spaces should be properly insulated and windows and doors draught proofed. The property should have an efficient and controllable heating system capable of maintaining a suitable temperature.
- **Entry by intruders**
  Houses should be capable of being secured to deter against unauthorised entry. Windows and doors should be robust and fitted with adequate security. Externally, the curtilage of the property should be restricted and be properly gated. Sheds or outbuildings should be maintained in good order and made secure.
- **Flames, hot surfaces etc.**
  Heating and cooking appliances should all be maintained in a safe condition and be suitably located so as not to create a risk of burns.
- **Personal hygiene, sanitation, and drainage**
  Bathroom and kitchen surfaces should be easy to clean. Exterior areas must be in good repair and protected from pests. Provide suitable indoor waste storage and outdoor bins.

7.3 Further guidance can be found on HHSRS at Housing health and safety rating system (HHSRS): guidance for landlords and property-related professionals - GOV.UK

8. Requirement for planning consent under Article 4 Direction

8.1 An Article 4 Direction is a specific planning regulation enacted by local planning authorities to enhance control over development within designated areas. This measure removes certain permitted development rights relating to minor alterations, extensions, and changes of use to standard residential dwelling homes in Planning Use category C3.

8.2 Article 4 Directions are typically implemented in response to the concentration of Houses in Multiple Occupation (HMOs) within a locality. If you are considering purchasing a property to let as an HMO, it is essential to familiarise yourself with the regulations applicable in your area.

8.3 Different types of dwelling are categorised into planning classes as follows.

- C3 - standard residential dwelling house
- C4 - small HMOs housing between three and six people.
- Sui Generis - large HMOs of seven people or more

8.4 Moving between C3 and C4 class falls under permitted development, so in most cases, a small C4 HMO will not require planning permission, unless there is a planning condition on the property restricting its use. However, in an Article 4 area, planning permission is required to convert a C3 single dwelling property into a small C4 class HMO.

8.5 To move in and out of the Sui Generis class, you will always need planning permission, so any HMO with seven or more people living in it will require planning permission regardless of location.

8.6 **Further information**
Owners and managers are encouraged to visit our website at www.spelthorne.gov.uk or contact the Planning Service for more details. planning.dm@spelthorne.gov.uk

9. Applying for an HMO licence

9.1 Application process

9.1.1 You can apply for an HMO licence online Apply for a House in Multiple Occupation (HMO) Licence - Spelthorne and guidance is available to assist with completing the application HMO application form-info guide A4-v6.pdf. If you would prefer to complete a paper form, you can request a licence pack by contacting the Environmental Health Residential team on eh.residential@spelthorne.gov.uk or 01784 446251.

9.1.2 For the application to be valid, you need to provide:

- a completed application form
- a current gas safety certificate (if there is gas)
- a current electrical installation condition report (EICR)
- a test certificate for the automatic fire detection system and emergency lighting system (if these systems are at the property).
- a written fire risk assessment carried out by a competent person (if you have one. If not, you will be required to produce one within 6 months of your licence being issued)

- a detailed floor plan (see 'property plans' below for further details of what is required)
- a blank copy of the tenancy agreement that is given to tenants
- the appropriate fee which can be found on our website Houses in Multiple Occupation (HMO) | Spelthorne Borough Council

9.1.3 If the application is invalid, such as if there is missing documents or information, you will be notified, but please note that there is a fine for submitting an incomplete application which will be imposed if the missing information is not received within the time frame given in the notification.

9.1.4 As part of the licence application process, a pre-licence inspection will be carried out to verify the details in the application and confirm the suitability of the property as an HMO as well as identify any concerns, which will inform our risk assessment process to determine the licence duration which is detailed below.

9.1.5 You will then, along with any other relevant parties, receive a notice of intention to either grant or refuse a licence (along with a draft licence if the intention is to grant a licence). There is a two-week consultation period to make representations about the intention or draft licence and conditions.

9.1.6 Any representations made will be reviewed, and may affect the Council's decision to grant or refuse the licence, or result in a change to the proposed conditions or term of the licence before issuing the licence. There is a right of appeal to the First Tier Tribunal within 28 days of the Council's decision.

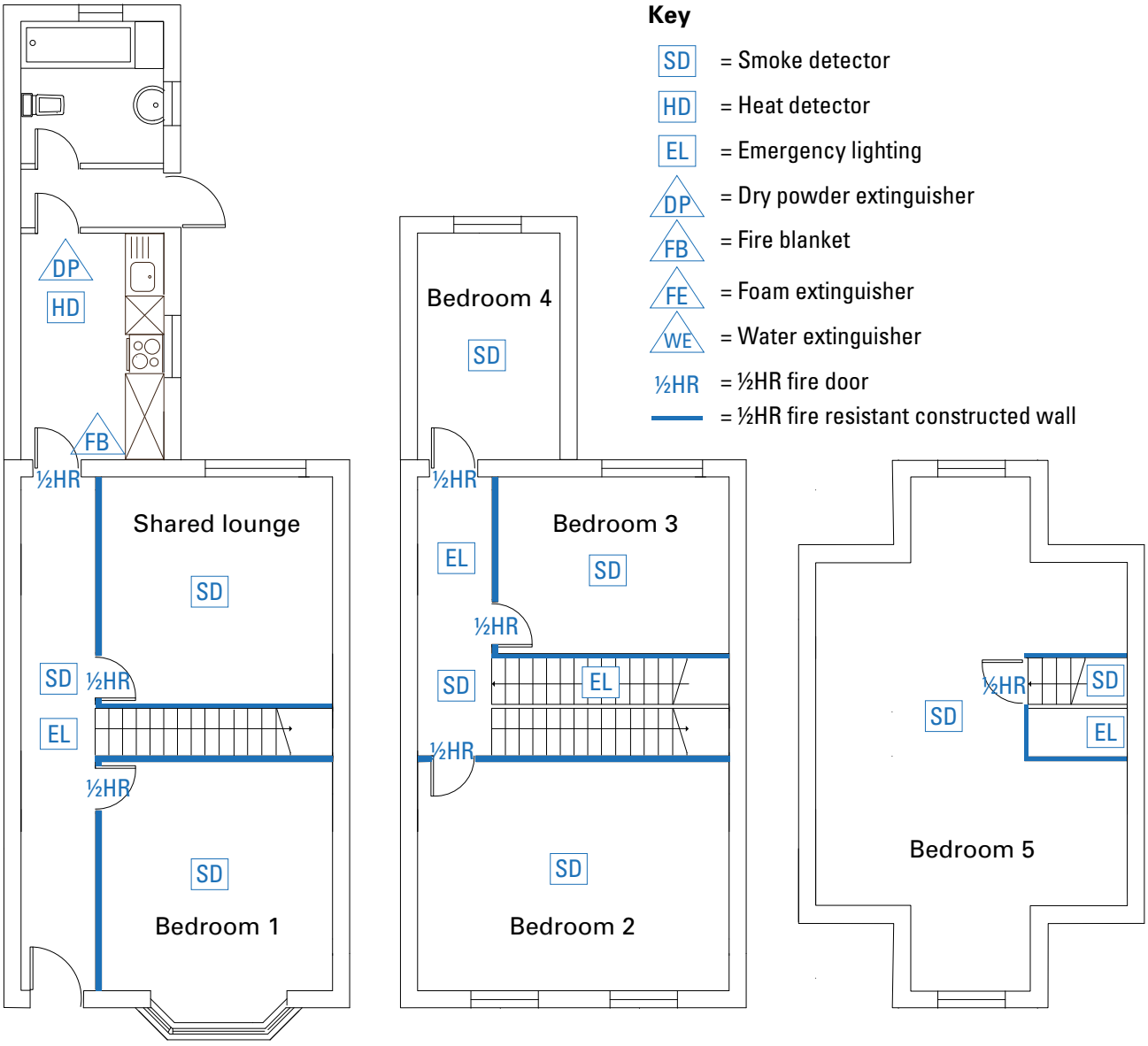
9.1.7 An HMO licence is valid for either one, or three or five years from the date of issue. See details below about the Council's risk-based scheme and variable licence term. If the property will continue to be a licensable HMO when the licence expires, you must make a valid application to renew your licence before the current licence expires.

9.2 Property plans

9.2.1 When applying for an HMO licence, floor plans must be submitted with the application. These must show the following:

- where the front of the property is
- identify each storey
- identify the rooms and their use or proposed use
- room dimensions (in metres) for each room (exclude ensuites from measurements and any area where ceiling height is below 1.5m. These can be marked on the drawing or provided in a table as part of the plan
- room layouts and locations of all amenities including baths, showers, washbasins, toilets, kitchen sinks, cookers, and work surfaces
- windows and doors
- fire safety features such as fire doors, alarms, fire-resistant construction, emergency lighting, fire-fighting equipment, and fire blankets.
- a key defining any symbols used

Table 7 gives an example of a floor plan that would be acceptable to accompany an HMO licence application



Room	Dimensions	Floor area
Shared lounge, ground floor rear right	4 x 4m	16m²
Shared kitchen, ground floor back addition	4 x 2.5m	10m²
Shared bathroom, ground floor back addition	2.5 x 2.5m	6.25m²
Bedroom 1, ground floor front right	4 x 4m	16m²
Bedroom 2, first floor front	4 x 5.5m	22m²
Bedroom 3, first floor rear right	4 x 3m	12m²
Bedroom 4, first floor back addition	4 x 2.5m	10m²
Bedroom 5, second floor	5.5 x 6m	33m²

9.3 Risk based scheme and variable licence

9.3.1 The Council has introduced a risk-based system for determining the term of any HMO licence granted. The scoring of HMO applications according to risk encourages landlords of HMOs to ensure good standards and that their HMOs are well managed and maintained. The level of risk will determine the duration of the licence that is granted, which could be for one, three or five years.

9.3.2 The cost of the licence remains the same regardless of the term of the licence. This is to reflect the level of Council intervention involved and the need to ensure accommodation for our residents is safe and of a good standard, and is well managed for the benefit of the HMO residents and the neighbourhood.

For further information in relation to HMO standards or HMO licensing requirements, please visit our website Houses in Multiple Occupation (HMO) | Spelthorne Borough Council or contact Environmental Health at eh.residential@spelthorne.gov.uk or 01784 446251

10. Building Control

10.1 Works of alteration and/or improvement, including those requested by the Council such as drainage works to provide additional bathroom facilities, window replacement or alterations to the electrical installation, may require Building Regulation or Building Notice approval.

For more details:
building.control@spelthorne.gov.uk
01784 451499
Building Control, Spelthorne Borough Council, Council Offices, Knowle Green, Staines-upon-Thames, TW18 1XB

11. Recycling and Waste Management

11.1 Accumulations of domestic rubbish and other waste can become a significant problem if not well manged, leading to public health issues such as pest infestations and flies, and cause nuisance to neighbours.

11.2 Due to the larger number of households in HMOs and often higher turnover of occupiers, accumulations of rubbish can quickly build up, and large items such as unwanted furniture, mattresses and appliances can be discarded in or around the property. The storage and disposal of waste at the property must therefore be carefully managed. It must be ensured that there are sufficient bins for the number of households, that suitable arrangements are in place for refuse disposal from the property as well as to collect and legally dispose of any large items left at the property. The generation of additional waste should be anticipated, and extra arrangements made as necessary, when occupiers move in or out of the property.

11.3 The Management of Houses in Multiple Occupation (England) Regulations 2006 require HMO landlords to provide sufficient bins for refuse storage, and make such further arrangements for the disposal of refuse and litter from the HMO as may be necessary, having regard the Council's refuse collection service.

11.4 Spelthorne Borough Council supplies HMOs with the same bin specifications as single households, regardless of property size or number of occupiers. HMOs do not receive extra bin capacity. The standard household bin allocation is shown in Table 8 below.

Table 8 Standard household bin allocation	
1 x	7 litre indoor food caddy
1 x	23 litre outdoor food recycling bin
1 x	240 litre light green recycling wheeled bin
1 x	240 litre dark green rubbish wheeled bin

11.5 The Council will only collect recycling or refuse if it is in the correct bin as specified. Existing bins from before a property's HMO conversion can remain, but only the allocated number will be serviced; extra Council bins may be removed without notice. Lost or damaged bins matching the specification can be purchased—contact Neighbourhood Services at 01784 446411 or neighbourhoodservices@spelthorne.gov.uk to arrange payment and delivery.

For new builds:

- Developers must purchase rubbish and recycling bins from the Council before the property is occupied.
- Food recycling bins and caddies are provided free of charge.

If standard bins are not enough (e.g., HMOs with more than five occupiers):

- The landlord or licence holder must supply extra bins.
- They must also arrange a commercial waste contract with an independent provider.

12.Further information

12.1 Foam filled furniture

12.1.1 Materials used for filling, covering, or constructing furniture may pose a fire hazard due to their high flammability. In certain circumstances, these materials can generate significant quantities of toxic gases such as cyanide or carbon monoxide during combustion. The Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended) require all furniture and furnishings provided through business activities, including the letting of furnished accommodation, to comply with British Standard tests related to combustion and fire spread.

12.2 Gas safety

12.2.1 The Gas Safe (Installation and Use) Regulations 1998 require all gas appliances in rented properties undergo annual inspection by a Gas Safe registered engineer. A certificate confirming the safety of these appliances must be made available to tenants. For licensed HMOs, it is a condition of the licence that copies of these certificates are submitted to the Council.

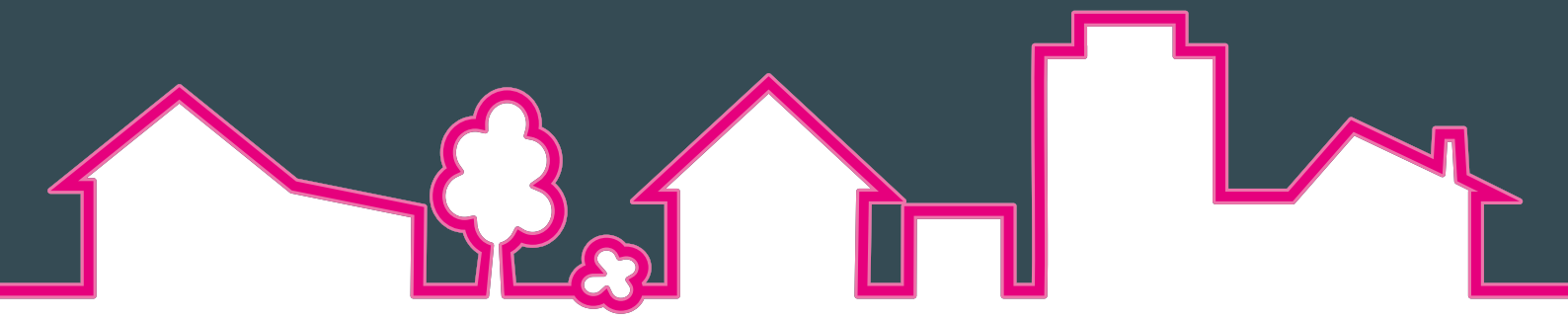
12.3 Electrical safety

12.3.1 The Electrical Safety Standards in the Private Rented Sector and Social Rented Sector (England) Regulations 2020 require that electrical installations in rented residential premises are inspected and tested at intervals of no more than 5 years by a qualified person. A copy of the report to be given to each existing tenant of the residential premises within 28 days of the inspection and test. New tenants must receive a copy of the report before they occupy the property.

12.3.2 The report, known as the Electrical Safety Condition Report (EICR) must be from a contractor who is registered with an approved electrical inspection organisation, e.g. NICEIC, NAPIT or equivalent. Details of the Government's competent person electrical scheme and a search facility to find a competent, registered electrician can be found at electrical competent person uk

12.4 Right to Rent

12.4.1 The Immigration Act 2014 requires landlords in England to check that tenants or lodgers have the legal right to rent. Learn more: www.gov.uk, 'Check your tenant's right to rent'.



www.spelthorne.gov.uk/hmo
eh.residential@spelthorne.gov.uk
01784 446251
Environmental Health, Spelthorne Borough Council, Council Offices,
Knowle Green, Staines-upon-Thames, TW18 1XB

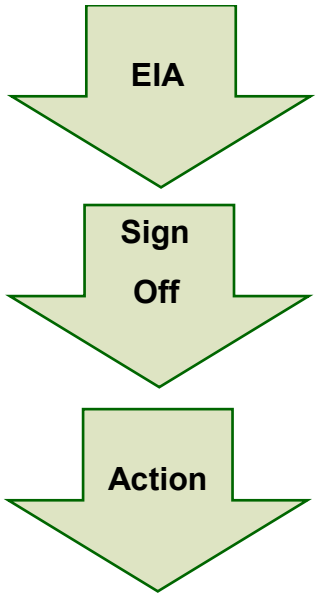
SPELTHORNE
BOROUGH COUNCIL

Spelthorne Borough Council (SBC) Equality Impact Assessment (EIA) Form

The purpose of an EIA is to ensure SBC is as inclusive as possible, both as a service deliverer and as an employer. It also demonstrates our compliance with Public Sector Equality Duty (PSED).

This document is a planning tool, designed to help you improve programmes of work by considering the implications for different groups of people. A guidance document is available here.

Please note that, once approved, this document will be made public, unless you have indicated that it contains sensitive information. Please ensure that the form is clear and easy to understand. If you would like any support or advice on completing this document, please contact the Equality, Diversity and Inclusion (EDI) team via ProjectsTeam@Spelthorne.gov.uk, or if it's relating to health inequalities, please contact Public Health via public.health@surreycc.gov.uk.



- Having identified an EIA is required, ensure that the EIA form is completed before any work is started. This includes gathering evidence and / or engaging the relevant stakeholders to inform your assessment.

- Brief the relevant Group Head for sign off and upload the completed form here: Upload Completed Equality Impact Assessments. Please name it "EIA [project] [service area] [year]"
- Undertake further research / engagement to further understand impacts (if identified).
- Undertake engagement and / or consultation to understand if EIA has identified and considered impacts.
- Amend accordingly to engagement / consultation feedback and brief decision makers of any changes.

- Implement proposed activity.
- Monitor impacts and mitigations as evidence of duty of care.

SPELTHORNE BOROUGH COUNCIL

Section One: Essential Information

Service / policy / strategy / practice / plan being assessed	Nightly-Paid Accommodation Procurement Framework
Business Unit / Service Area	Housing Strategy & Policy
Is this a new or existing service / policy / strategy / practice / plan? If existing, please state date of last assessment.	New Strategy
EIA Authors **N.B.** It is best practice to have more than one person complete the EIA to bring different perspectives to the table.	Gareth Richards, Emily Corfield
Do any other Business Units / Service Areas need to be included?	Procurement, Legal
Does this EIA contain personal and / or sensitive information?	No

Are any of the outcomes from this assessment likely to result in complaints from existing services users, members of the public and / or employees?	None

1. Please explain the background to your proposed activity and the reasons for it.

The project aims to establish a procurement framework for the spot purchasing of nightly-paid accommodation for homeless households.

This work has been initiated in response to concerns raised by Peterborough City Council regarding unlawful expenditure and the absence of compliant procurement arrangements for similar accommodation services. Spelthorne Borough Council currently purchases nightly-paid accommodation on an *ad hoc* basis without formal contracts in place with most providers, raising potential risks in relation to procurement law compliance and governance.
The project will explore the feasibility and benefits of adopting a dynamic payment system that enables approved accommodation providers to join or leave a structured procurement framework. Such a framework would allow the Council to advertise accommodation needs and receive offers from compliant providers in real time. It will provide improved oversight of provider quality, compliance, and suitability, while ensuring that procurement practices align with the Procurement Act 2023.

The project will analyse impacts on existing providers, operational processes, budget requirements, and statutory duties under the Housing Act 1996 and Homelessness Reduction Act 2017.

Ultimately, the project seeks to strengthen governance, consistency, and value for money in how emergency accommodation is sourced. This will support better outcomes for households in crisis and reduce legal and financial exposure for the Council.

2. Please outline your proposed activity including a summary of the main actions.

The aims and objectives of the nightly-paid accommodation procurement framework are to:

- Ensure that the Council is compliant with the procurement rules under The Procurement Act 2023 to provide transparency and best value
- Ensure that properties provided by landlords to the Council for nightly-paid accommodation are safe, suitable, and fully compliant with all relevant legislation and other requirements

The main actions are to:

- Develop specification for compliant, suitable, safe properties and the management of those properties by accommodation providers
- Design dynamic open procurement framework to use for spot purchasing of nightly-paid accommodation for homeless households
- Implement nightly-paid accommodation procurement framework for accommodation providers to tender

3. Who is this going to impact and how?

Customers	Members of the Public	Employees	Job Applicants
Yes, the framework will ensure that their accommodation is safe, suitable, and fully compliant with all relevant legislation and other requirements	No	No	No
Other, please specify:	Providers (i.e., landlords) will need to participate in the procurement framework to be able to provide nightly-paid accommodation for Spelthorne BC		

Section Two: Evidence

Please include any evidence or relevant information that has influenced the decisions contained in this EIA. This could include demographic profiles; audits; research; health needs assessments; national guidance or legislative requirements and how this relates to the protected characteristic groups and additional groups outlined in Section Four.

A – Quantitative Evidence

This is evidence which is numerical and should include the number people who use the service and the number of people from the protected characteristic groups who might be affected by changes to the service.

General Spelthorne Context

As of the 2021 census, Spelthorne has a population of 103,000 and is the 14th most densely populated of the South East's 64 Local Authority areas with 2,295 of residents per square kilometre.

According to the Indices of Deprivation 2025, the most deprived borough in Surrey. Spelthorne has the highest proportion and number of lone parent families and the highest overall levels of child poverty in Surrey; it also has the highest under-18 conception rate in the county. That said, residents are largely healthy, with life expectancy for both males and females slightly above the national average.

The Official Census and Labour Market Statistics 2021-2022 showed that Spelthorne has a relatively low rate of unemployment: 3.3% of those economically active aged 16 to 64, compared to the South East (3%) and UK as a whole (3.7%). Average wages for Spelthorne in 2025 were £877 per week for full-time employees, slightly above the South East average of £815 per week.

Whilst house prices remain well above the national average, most residents are owner-occupiers (68%), followed by private rented (18%) and social rented (13%).

Sources: English Indices of Deprivation 2025; Authority Monitoring Report for Spelthorne 2025; Nomis – Official Census and Labour Market Statistics 2021-2022; ONS Census, 2021 – Home Ownership and Renting; and https://commonslibrary.parliament.uk/constituency-data-wages/

Gender / Gender Identity

Census data from 2021 shows that 50.9% of residents in Spelthorne are female, with the remaining 49.1% being male.

A White Paper published in December 2018 (Help shape our future: the 2021 Census of population and housing in England and Wales) set out the ONS recommendation for what the census should contain and how it should operate. The White Paper recommended that the census in 2021 include a question about gender identity, asking respondents whether their gender is the same as the sex they were registered as at birth. As a result, 93.98% of people aged 16 years and over in Spelthorne have the same gender identity as their sex registered at birth.

The remaining population identify as follows:

People aged 16 years and over who have a gender identity different from their sex registered at birth but no specific identity given	0.19%
Identify as a trans woman	0.09%
Identify as a trans man	0.09%
Non-binary	0.02%
Another gender identity	0.02%
Prefer not to say	5.62%

Source: ONS Census, 2021 – Population and household estimates, England and Wales: Census 2021. Gender identity – ONS, 2021; and https://researchbriefings.parliament.uk/ResearchBriefing/Summary/CBP-8531

Age

Spelthorne has a slightly lower population of under-30s (33%) compared to the rest of the country (36%), and a slightly higher population of 30 – 69-year-olds (53%) compared with the national average of (51%), The number of 70+ is 14%, which is broadly in line with the rest of the nation.

Source: ONS – Population and household estimates, England and Wales: Census 2021.

Ethnicity

The ethnic make-up of Spelthorne is largely in line with the rest of England and Wales, predominantly residents are from a white ethnic background. However, there are slightly more Asian people and those with a mixed ethnic background but fewer people from a black ethnic group compared to the national average.

	Spelthorne		England and Wales
Ethnic Group	Number	%	%
Asian	13,146	12.8%	9.3%
Black	2,548	2.5%	4%
Mixed Ethnicities	3,763	3.7%	2.9%
White	81,000	78.6%	81.7%
Other	2,503	2.4%	2.1%

Source: ONS – Ethnic Group, England and Wales: Census 2021.

Disability

Spelthorne has a slightly lower percentage of residents with a disability compared to the rest of England and Wales.

	Spelthorne	England and Wales
Disability	%	%
Disabled under the Equality Act	14.4%	17.8%
Not disabled under the Equality Act	85.6%	82.2%

As of January 2026, there were around 4,726 PIP claimants in Spelthorne. Within Spelthorne, psychiatric disorders were the most common reason for claiming PIP and accounted for 42.6% of awards, compared 38.7% in England & Wales. Psychiatric disorders include anxiety and depression, learning disabilities and autism. The second most common reason for awards was musculoskeletal disease (general), which accounted for 14.2% of awards within Spelthorne and 18.9% in England & Wales. Musculoskeletal disease (general) includes osteoarthritis, inflammatory arthritis and chronic pain syndromes.

Source: ONS – Disability, England and Wales: Census 2021; and https://commonslibrary.parliament.uk/constituency-data-personal-independence-payment-2/

Religion

Residents of Spelthorne predominately identify themselves as either Christian or having no religion. There is a smaller Muslim population compared with the national average, but a larger Hindu and Sikh population.

	Spelthorne		England and Wales
	Number	%	%
Has religion	**64,959**	**63%**	**56.9%**
of which			
Christian	52,432	50.9%	46.2%
Muslim	4,146	4.0%	6.5%
Hindu	4,372	4.2%	1.7%
Buddhist	703	0.7%	0.5%
Jewish	174	0.2%	0.5%
Sikh	2,612	2.5%	0.9%
Other	520	0.5%	0.6%
No religion	**32,112**	**31.2%**	**37.2%**
Not stated	**5,884**	**5.7%**	**6.0%**

Source: ONS – Religion, England and Wales: Census 2021.

Sexual Orientation

The sexual orientation of Spelthorne residents is largely in line with the rest of England and Wales.

	Spelthorne		England and Wales
	Number	%	%
Sexual Orientation			
Straight or Heterosexual	75,505	90.57%	89.37%
Gay or Lesbian	1,088	1.31%	1.54%
Bisexual	704	0.84%	1.28%
Pansexual	123	0.15%	0.23%
Asexual	25	0.03%	0.06%
Queer	6	0.01%	0.03%
All Other Sexual Orientations	7	0.01%	0.02%
Not Answered	5,904	7.08%	7.47%

Source: ONS – Sexual Orientation, England and Wales: Census 2021.

Marriage / Civil Partnership

Slightly more people in Spelthorne are married compared to the rest of England and Wales, and fewer people identify as single.

	Spelthorne	UK
	%	%
Marital Status		
Never Married or Registered a Civil Partnership	35.1%	37.9%
Married or in a Registered Civil Partnership (including separated)	49.9%	46.9%
Divorced or Civil Partnership Dissolved	8.9%	9.1%
Widowed or Surviving Civil Partnership Partner	6.1%	6.1%

Source: ONS – Marriage and Civil Partnership Status in England and Wales: Census 2021.

Numbers in Emergency Accommodation

	Spelthorne			England		
	No. Households		Households (%)	No. Households		Households (%)
Emergency Accommodation Type	**Total Households**	**With Children < 18 yrs. old**	**Total Households**	**Total Households**	**With Children < 18 yrs. old**	**Total Households**
Nightly-Paid Accommodation	97	65	0.23	62,960	36,690	0.26
Temporary Accommodation	121	113	0.28	71,250	49,110	0.29
Total Owed Accommodation Duty	**218**	**178**	**0.51**	**134,210**	**85,800**	**0.55**

Source: GOV.UK – Households in temporary accommodation at end of quarter, 31st December 2025;
https://assets.publishing.service.gov.uk/media/69f08a8108ecdb5c6f34b065/Statutory_Homelessness_Detailed_Local_Authority_Data_202512.ods

B – Qualitative Evidence

This is data which describes the effect or impact of a change on a group of people, e.g. some information provided as part of performance reporting.

The procurement framework will ensure that the Council is compliant with The Procurement Act 2023 and that properties provided by landlords to the Council for nightly-paid accommodation are safe, suitable, and fully compliant with all relevant legislation and other requirements.
Improving the quality of nightly-paid accommodation will contribute to better health outcomes for occupiers.

Section Three: Engagement
Engagement with individuals or organisations affected by the proposed activity must take place. For further advice and support with engagement and consultations, click here.

Has the proposed activity been subject to engagement or consultation with those it's going to impact, taking into account their protected characteristics and socio-economic status?	No	
If YES, please state who with.	N/A	
If NO engagement has been conducted, please state why.	The Nightly-Paid Accommodation Procurement Framework is to ensure compliance with The Procurement Act 2023 and all other relevant standards and legislation, so there is no engagement prior to the commencement of the procurement framework. However, landlord engagement will be sought as part of the tender process.	
How was the engagement carried out?	**Yes / No**	**What were the results from the engagement? Please list…**
Focus Groups	No	N / A
Surveys	No	N / A
Public Event	No	N / A

Displays / Exhibitions	No	N / A
Other (please specify)	Tender process	Yet to happen
Has the proposed activity changed as a result of the engagement?	N / A	N / A
Have the results of the engagement been fed back to the consultees?	N / A	N / A
Is further engagement or consultation recommended or planned?	Yes – tender process	N / A
What process have you got in place to review and evaluate?	There is an annual review process built into the Nightly-Paid Accommodation Procurement Framework	

Section Four: Assessing the Impact

Protected Characteristics and other groups that experience greater inequalities

What will the impact of implementing this proposal be on people who share characteristics protected by the Equality Act 2010 or are likely to be affected by the proposed activity? This section also allows you to consider other impacts, e.g. health inequalities such as deprivation, socio-economic status, vulnerable groups such as individuals who suffer socio-economic disadvantage, armed forces, carers, homelessness, people leaving prison, young people leaving care etc.

On the basis of evidence, has the potential impact of the proposed activity been judged to be positive (+), neutral (=), negative (-), or positive and negative (+&-), for each of the protected characteristic groups below and in what way?

N.B In our Guidance to EIAs we have provided you with potential questions to ask yourself when considering the impact of your proposed activity. Think about what actions you might take to mitigate / remove the negative impacts and maximize on the positive ones. This will form part of your action plan at Section Six.

	Impact type (+) (=) (-) or (+&-)	**Nature of impact including health inequalities** Will your proposal have negative or positive implications for each group, including on health inequalities? Think about whether outcomes vary across groups and who benefits the most and least, for example, the outcome for a woman on a low income may be different to the outcome for a woman a high income.	**Mitigating Actions for Negative Impacts** What can you do to mitigate any identified negative impacts or health inequalities? Think about offering for example benefits advice, access to bus routes, community support, flexible opening times, creche facilities etc. Use this column to form the basis of Section 6.

Age	=	Young people aged 16-17 cannot hold tenancies and so housing options are severely limited.	Young people aged 16-17 receive enhanced services via the Surrey Joint Protocol. They have access to specialist young people's homelessness accommodation.
		Elderly people may be less likely to access our services when needed.	Older people have greater access to social housing via age restricted stock held by A2Dominion.
		Those aged under 35 may have reduced access to emergency, temporary and settled accommodation due to welfare policies (e.g., they are subject to the lower Local Housing Allowance rate) as well as local landlord policies (i.e., age restrictions).	Spelthorne Borough Council has a Discretionary Housing Payment pot which this group can access in case of hardship. Under the proposed Action Plan, there is a plan to review the demand for Sheltered, Extra Care and retirement schemes.

Disability Consider: • Physical disabilities • Sensory impairments • Neurodiverse conditions (e.g. dyslexia) • Mental health conditions (e.g. depression) • Medical conditions (e.g. diabetes)	=	Physically disabled people accessing homelessness services in Spelthorne have much more limited options available to them in relation to emergency, temporary and settled accommodation.	Accessible rooms for homeless families are provided at Harper House and White House. The Council's Housing, Homelessness and Rough Sleeping Strategy Action Plan also notes that the Council will explore joint ventures with developers and registered providers to deliver adapted accommodation where possible on site.
Gender Reassignment	=	Where individuals are transitioning, they may be impacted if they are placed into accommodation with shared facilities.	As part of standard assessments, we would consider this issue before offering accommodation with shared facilities.
Marriage and Civil Partnership	=	There is a lack of suitable family-sized properties available for emergency, temporary and settled accommodation compared to properties for single people.	The Council is procuring more larger-sized properties to use as emergency and temporary accommodation.
Pregnancy and Maternity	=	Under homelessness legislation, pregnant women are recognised as being in "priority need" and so arguably receive preferential treatment when compared with women who aren't pregnant, or men.	Those who are not in priority need receive a comprehensive housing needs assessment and support to access their own accommodation solutions.

Race Including: • Colour • Nationality • Citizenship • Ethnic or national origins	=	There is some evidence of racial prejudice for some groups when trying to secure accommodation. Individuals who do not have the right to reside in the UK are not entitled to homelessness assistance. Accommodation for people seeking asylum is the responsibility of the Home Office. Provision for pitches for gypsies and travelling showpeople are dealt with under Spelthorne BC's Local Plan.	To continue to support eligible individuals and households of all ethnic and racial backgrounds with nightly-paid accommodation placements in line with the Equality Act 2010.
Religion or Belief	=	No negative impacts have been identified.	N / A
Sex	=	No negative impacts have been identified.	N / A
Sexual Orientation	=	No negative impacts have been identified.	N / A
Groups who may require support: • Individuals who suffer socioeconomic disadvantage • Armed Forces (SBC signed the Armed Forces Covenant in April 2014) • Carers • Homelessness • People leaving Prison • People leaving Care	=	These groups are some of the more likely groups to be at risk of homelessness, so they are already being supported under the existing nightly-paid accommodation placement process, and so no negative impacts have been identified.	To continue to support these groups with nightly-paid accommodation placements in line with relevant legislation and The Council's own policies and procedures for groups who may require additional support.

Other Identified Health Inequalities (HI) Many issues can have an impact on health: is it an area of deprivation, does every population group have equal access, unemployment, work conditions, education, skills, our living situation, rural, urban, rates of crime etc.	=	Homelessness has a significant negative impact on health.	We are relieving homelessness by placing affected households and individuals into safe, suitable, compliant nightly-paid accommodation.
Other Groups If there are any other groups	=	N / A	N / A

Public Sector Equality Duty (PSED)

Public Authorities must have 'due regard' to the need to eliminate unlawful discrimination, advance equality of opportunity and foster good relations. Please evidence how your proposed activity meets our obligations under the PSED.

	Evidence of Due Regard
Eliminate unlawful discrimination (harassment, victimisation and other prohibited conduct):	The project will ensure that the Council complies with the requirements of The Equality Act 2010 and with The Council's own policies and procedures for other groups who may require additional support when placing homeless households and homeless individuals into nightly-paid accommodation. The specifications require providers to be able to evidence experience in managing complex and vulnerable customers, and include sections relating to safeguarding and harassment.
Advance equality of opportunity: This involves • removing or minimising disadvantages suffered by people due to their protected characteristics; • taking steps to meet the needs of people with certain protected characteristics where these are different from the needs of other people, for example, taking steps to take account of people with disabilities; • encouraging people with certain protected characteristics to participate in public life or in other activities where their participation is disproportionately low.	Please see the answers previously provided in the above table for Protected Characteristics and other groups that experience greater inequalities.

Foster good relations: This means tackling prejudice and promoting understanding between people from different groups and communities.	The project will tackle prejudice and promote understanding between people from different groups and communities by ensuring fairness, inclusion and respect in the placement of homeless households and homeless individuals into nightly-paid accommodation.

Section Five: Partners / Stakeholders

	Yes / No	Describe the interest / effect
Which sectors are likely to have an interest in or be affected by the proposed activity?		
Businesses	Yes (providers)	Providing accommodation
Councils	Yes	Meeting statutory requirements
Education Sector	N / A	N / A
Fire and Rescue	Yes	Meeting fire safety standards
Governance Structures	N / A	N / A
NHS	N / A	N / A
Police	N / A	N / A
Voluntary and Community Sector	Yes	Providing housing and legal advice
Other(s): please list and describe the nature of the relationship / impact		N / A

Section Six: Action Planning

If you have identified impacts on protected characteristic groups in Section Four, please summarise these in the table below detailing the actions you are taking to mitigate or support this impact. It is also important to consider how often this E.I.A. will be reviewed, and who is responsible for doing this. If you are not taking any action to support or mitigate the impact, you should complete the No Mitigating Actions section below instead.

Mitigating Actions

Consider:

- Who else do you need to talk to? Do you need to engage or consult?
- How you will ensure your activity is clearly communicated
- Whether you could mitigate any negative impacts or build on positive impacts for protected groups or health inequalities
- Whether you could do more to fulfil the aims of the PSED
- How you will monitor and evaluate the effect of this work
- Anything else you can think of!

Identified Impact	Action(s)	Timescale incl. evaluation and review date	Name of person(s) responsible
Please see the answers previously provided in the above table for Protected Characteristics and other groups that experience greater inequalities	There is an annual review process built into the Nightly-Paid Accommodation Procurement Framework	Ongoing	Gareth Richards Ken Emerson Karen Sinclair

No Mitigating Actions

Please explain why you do not need to take any action to mitigate or support the impact of your proposed activity.
N / A

Section Seven: Assessment Outcome

Only one of following statements best matches your assessment of this proposed activity. Please select one and provide your reasons.		
No major change required	✓	The proposal is in line with equality legislation and consideration has been given to the impact on other vulnerable groups.
The proposal has to be adjusted to reduce impact on protected characteristic groups and / or health inequalities		
Continue with the proposal but it is not possible to remove all the risk to protected characteristic groups and / or health inequalities		
Stop the proposal as it is potentially in breach of equality legislation		

Section Eight: Sign Off
N.B To be completed after the EIA is completed but before the area of work commences.

Name of person(s) completing EIA	Gareth Richards
Name and signature of Group Head	Karen Sinclair
Date	
Date of next review and name of person(s) responsible	Ongoing, Gareth Richards, Ken Emerson, Karen Sinclair

Pet Permission Agreement

This Pet Permission Agreement ("Agreement") is entered into on **[Date]**, by and between:

Property Owner / Responsible Party:
Name: **[Name]**
Pet Owner / Resident:
Name: **[Name]**
Property Address:
[Address]

1. Pet Information

The following pet is approved under this Agreement:

- Type of Pet: **[Dog / Cat / Bird etc.]**
- Breed: **[Breed, if applicable]**
- Name: **[Pet's Name]**
- Age: **[Age]**
- Weight / Size: **[Approximate weight or size]**

2. Permission Granted

Permission is granted for the above described pet to reside at the property listed above, provided all terms of this Agreement are followed.

3. Pet Owner Responsibilities

The Pet Owner agrees to:

- Keep the pet under control at all times
- Ensure the pet does not disturb others (noise, aggression, odour, etc.)
- Clean up after the pet promptly, both indoors and outdoors
- Keep the pet healthy, vaccinated, and properly licensed (if required)
- Prevent damage to the property

4. Damage & Liability

The Pet Owner accepts full responsibility for:

- Any damage caused by the pet to the property
- Any injury or harm caused by the pet to persons or other animals

Repair or replacement costs related to pet damage will be paid by the Pet Owner.

5. Revocation of Permission

Permission may be revoked if:

- The pet becomes a nuisance or safety concern
- The Pet Owner violates the terms of this Agreement

If permission is revoked, the pet must be removed from the property within **[number]** days.

6. Agreement Term

This Agreement remains in effect for as long as the Pet Owner occupies the property, unless terminated earlier.

7. Signatures

Property Owner / Responsible Party

Signature: _____

Date: _____

Pet Owner / Resident

Signature: _____

Date: _____



The demand for Temporary Accommodation in the UK increased by 62% between 2018 and 2023, with the estimated national spend reaching £1.8billion in 2023. This has left Councils across the UK struggling to find appropriate accommodation options, and often paying a premium rate for sub-optimal services.

To assist with this challenge, CPRAS are currently developing a Temporary Accommodation Open Framework to help Local Authorities across the UK access improved services and save money. The Framework will utilise the new Open Frameworks option from the Procurement Act 2023 to ensure an adaptive service that can keep up with changing demands.

The Framework will be hosted on the CPRAS Procurement Platform and accessible to all UK Local Authorities, free of charge and with no usage obligations. The Platform features an in-built collaborative space for LA's to share best practice, and provides the opportunity to share feedback about experiences with suppliers.

All suppliers will be vetted by our award-winning due diligence service prior to joining the Framework, and the Framework will offer advanced KPI reporting features to enable greater oversight and on-going project management for this critical service.

Local Authorities can register their interest now to participate in the development of the PME and ITT, or to be notified when the Framework is live.

Proposed Lots

From our initial research, we are planning to initiate the Framework with the following Lots. However, we would love to hear from Local Authorities or suppliers in this sector with additional services that could be included.



Self Contained Units



Shared Accommodation



Emergency Placements



Specialist Placements

Interested in this Framework?

Contact us today for more information or to get involved.

Name *

Organisation *

Email *

I am interested in... *

- [ ] Learning more about the Framework
- [ ] Contributing to the PIN and ITT
- [ ] Applying to become a supplier
- [ ] Being notified when the Framework becomes live
- [ ] Other

Initial Comments or Questions (Optional):

I'm not a robot reCAPTCHA

Submit

enquiries@cpras.co.uk
167-169 Gt Portland St. 5th Floor. London W1W 5PF

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Privacy Policy

Spelthorne Borough Council Privacy Notice
For Emergency Accommodation Framework

This privacy notice provides details on how we, Spelthorne Borough Council, process your personal information for the purposes of procuring nightly-paid accommodation.

In order to comply with the Data Protection Act and UK General Data Protection Regulation, Spelthorne Borough Council must provide you with the following information about the personal data you give to us:

SBC has a legal basis in processing your data for this purpose without your explicit consent because we carry out a 'public task' and for some aspects ‘legal obligation’.

The Council will use the information provided to:

- Contact You;
- Assess you and/or your property’s suitability;
- Provide additional support, or advice, where applicable.
- We also use this information to assess the quality of our services and evaluate and improve our policies and procedures.
- We may also use information in other ways compatible with the above.
- We are able to do this as it is in the public interest.

Who we share your information with

We may need to share your information with:

- Tenants and prospective tenants;
- The Ministry of Housing, Communities and Local Government;
- Other Spelthorne Borough Council Departments;
- Other local authorities, including District and County Councils;
- Other Central Government agencies;

Any information which is shared will only be shared on a need to know basis, with appropriate individuals. Only the minimum information for the purpose will be shared.

How long will we keep your personal information for
Your personal information will be securely deleted and destroyed seven years after last action.

How we keep your information

The information is stored electronically, on Spelthorne Borough Council’s network, or our approved suppliers, including records management systems and in paper files.

If you have any direct enquiries, Spelthorne Borough Council’s Data Protection Officer can be contacted at data.protection@spelthorne.gov.uk

For further information about how the Council uses your personal data, including your rights as a data subject, please see https://www.spelthorne.gov.uk/privacy.

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Cabinet

Tuesday 20 January 2026
4.00 PM

Engine Shed - Sand Martin House

Contact – matt.makin@peterborough.gov.uk

Supplementary Agenda

		Page No
15	**Joint Statutory Report to Cabinet (s.5A(3)(a) LGHA 1989/s.114A (2)(a) LGFA 1988)**	**3 - 50**

Circulation
Cabinet Members
Scrutiny Committee Representatives
Directors, Heads of Service
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Report to the Executive of Peterborough City Council under Section 5A(3)(a) of the local Government and Housing Act 1989 and Section 114A (2)(a) Local Government Finance Act 1988

Date of Issue: 16 January 2026

Report authors:

Graham Kitchen, Director of Legal and Governance (Acting) and Monitoring Officer ('the Monitoring Officer')

Christine Marshall, Executive Director of Corporate Services and Section 151 Officer ('the Section 151 Officer')

Executive Summary

Members of the executive of Peterborough City Council ('the Council') are asked to consider this joint report from the Monitoring Officer and Section 151 Officer (together the 'Statutory Officers') made in accordance with section 5A(3)(a) of the Local Government and Housing Act 1989 and section 114A(2)(a) of the Local Government Finance Act 1988. This report has been prepared following statutory consultation between the two Statutory Officers who are the authors of the report and with the Chief Executive (Head of Paid Service). The Statutory Officers are concerned that a number of payments made by the Council to third-party providers in respect of spot purchased emergency accommodation for homeless households (the 'Payments') were unlawful.

1 Purpose

1.1 This joint report is being issued as the Statutory Officers consider the Payments to have been unlawful on the basis that there was a failure by Council Officers to procure the emergency accommodation provision (the 'Services') lawfully, put written contracts in place and observe internal governance requirements.

1.2 The Payments were made during the financial years 2015/2016 to 2025/2026 (up to 31 August 2025) inclusive and total circa £17,406,954 plus Value Added Tax ('VAT').

1.3 Given the seriousness of the apparent failures and the values involved, we consider that the tests for issuing reports under Section 5A of the Local Government and Housing Act 1989 and Section 114A Local Government Finance Act 1988 (the 'Acts') have been met. External legal advice commissioned by the Statutory Officers, an excerpt of which is set out at Appendix 1 of this report, confirms this view. The Statutory Officers agree that this reporting would be best served as a joint statutory report.

1.4 As decisions to enter into arrangements with third parties for the purpose of providing emergency accommodation for homeless families is an executive function, legislation requires that this report be considered by the Executive but must also be provided to all Members and the external auditor in accordance with the requirements set out in the Acts.

2 Background

2.1 This report sets out the facts as understood by the Statutory Officers following a thorough examination of the available information. In June 2025 the Council received a Freedom of Information ('FOI') request under s.1(1) Freedom of Information Act 2000 in relation to the Council's use of and spend with a third-party company in relation to the Services. A copy of the FOI request and the Council's response can be found at Appendix 2 of this report.

2.2 In or around July 2025 the proposed FOI response was sent to the then Head of Legal (and now the Council's Monitoring Officer, Mr Kitchen) who was concerned about the apparent lack of written contracts, governance and procurement exercise that underpinned the Payments to providers of emergency accommodation. As a result, a broader review of the Council's historic spending, contracts and governance arrangements in relation to the Services was ordered (the 'Review'). The Review was undertaken by Officers in Finance, Procurement, Legal and the Place and Economy Directorate.

3 Key Issues

3.1 The Review identified that between financial year 2015/16 and 31 August 2025 the Council has engaged multiple different providers ('the Providers') in relation to the Services. Officers can find no evidence of governance authorising the Payments nor compliantly procured contracts with the Providers throughout this period.

3.2 The Statutory Officers understand that in 2013 the Council undertook extensive market engagement and ran a procurement exercise in accordance with the Public Contracts Regulations 2006 in relation to emergency accommodation for homeless households, however, the procurement opportunity did not attract any bids. As such, the procurement was never concluded and no contracts for this Service were awarded.

3.3 To-date the review of historic Council records has identified a total of £17,406,954 plus VAT in payments made to the Providers between financial year 2015/2016 to 31 August 2025 (the prevailing rates of VAT have changed over this period). From and including the 2022/23 financial year up to 31 August 2025, payments to the Providers totalled £7,882,441 plus VAT. The highest cumulative sum paid to the Providers in a single financial year was £2,533,763 plus VAT which was during the 2022/2023 financial year. A schedule of the Payments to the Providers is set out at Appendix 3 to this report.

3.4 Records show that a total of £7,735,207 plus VAT in Payments were paid to a single provider between financial year 2015/2016 and 31 August 2025; £3,955,716 plus VAT of that sum was paid to this single provider during the 2022/2023 to 2024/2025 financial years (inclusive).

3.5 As a result of the Review, the Statutory Officers required Council Officers to put emergency governance in place for ongoing spend with those Providers still being utilised by the Council in relation to the Services. This was done via the use of a series of Exemption Reports ('ER') for the period between 1 September 2025 and 31 May 2026 and are set out at Appendix 4 of this report. Within each ER is a commitment by Council Officers to undertake a fully compliant procurement exercise in accordance with the Procurement Act 2023 resulting in a new provision of the Services to be in place for commencement on 1 June 2026.

3.6 Statutory Officers also required Officers to put written contracts in place with providers still being utilised by the Council in relation to the Services. Contracts have been issued to four providers for the provision of emergency temporary accommodation for this interim period whilst the procurement is underway. It is anticipated the procurement shall be published on Find a Tender no later than 31 January 2026.

4 Legality

4.1 Under section 188(1) of the Housing Act 1996 ('HA 1996'), the Council has a statutory duty to provide emergency accommodation to homeless individuals in certain circumstances. Section 206(2) of the HA 1996 expressly permits accommodation to be secured from third parties. However, whilst the HA 1996 imposes a clear duty on the Council as to outcome (that accommodation is available) it does not disapply other statutory controls governing how local authorities incur expenditure or enter into arrangements. In particular, the HA 1996 does not remove the requirement to comply with procurement legislation, does not disapply the Council's Constitution, Financial Regulations or Contract Rules and does not authorise expenditure to be incurred without lawful decision-making authority.

A. Lack of Internal Governance and Constitutional Compliance

4.2 Executive functions must be exercised in accordance with statute and the Council's governance arrangements. Section 9D(1) of the Local Government Act 2000 provides that "*Executive functions are functions which (a) are specified in regulations made by the Secretary of State, or (b) are not specified in such regulations as being functions which are not to be the responsibility of the executive.*" Section 9P(2) then provides that "*A function of a local authority which is the responsibility of an executive must be discharged in accordance with any provision made by or under this Act"*. In the present case, arrangements with at least six of the Providers had a cumulative value exceeding £500,000. The decision to enter into these arrangements were thus key decisions under the Council's Constitution and required either Cabinet Member approval or a Cabinet Decision. They should also have been included on the Forward Plan. There is no evidence these arrangements were included on the Forward Plan or that Cabinet Member approval/Cabinet approval was obtained or even sought.

4.3 The Council's Constitution provides that contracts up to a value of £500,000 can be entered into by a Director. However, para. 5(c), Part 4, Section 11 – Financial Regulations of the Council's Constitution stipulates that expenditure may only take place where authorisation has been given and procurement and Contract Rules are followed. Para. 5.4.18 of the Financial Regulations requires that '*all orders for supplies, works and services… are placed only by appropriate persons and are correctly recorded… and services are made in accordance with the Council's Contract Rules'*. Para. 5.4.23 of the Financial Regulations also requires that '*appropriate evidence of the procurement transaction… are retained and stored… in accordance with Contract Rules*'. As such, a recorded executive decision, whether via delegated powers or Cabinet Member or Cabinet decision, was required in respect of Payments to all Providers. There is no evidence of such decisions having been taken via any legitimate means.

4.4 Part A of the Contract Rules sets out that where arrangements with a value of less than £25,000 are entered into there must be a written record of the quotation which includes the specification of services, payment provisions in line with Financial Regulations, the Council's termination rights and any key terms. The decision to award the contract and any written terms must also be agreed in writing by a director unless a delegated authority exists. Arrangements with at least thirteen of the Providers had a cumulative

value of less than £25,000. However, there is no evidence that the requirements of Part A of the Contract Rules were complied with in respect of these arrangements.

4.5 Part D of the Contract Rules sets out that where services with a value of between £50,000 and the relevant procurement threshold are required, a formal tendering process must be completed, whereby a tender is published and four bids sought, and that a formal contract is approved by Legal Services. All contracts over £100,000 are to be sealed under the Council's seal. Arrangements with at least nine of the Providers have a cumulative value between £50,000 and the applicable procurement threshold (as of 1 January 2026 is £663,540 (includes VAT)). However, there is no evidence that the requirements of Part D of the Contract Rules were complied with in respect of these arrangements.

4.6 Part E of the Contract Rules sets out that where services with a value exceeding the relevant procurement threshold are required, that a fully compliant procurement process is completed in accordance with the relevant procurement legislation at the time (Public Contracts Regulations 2006 (revoked), Public Contracts Regulations 2015 (revoked), the Procurement Act 2023 (which came into force on 24 February 2025)) (threshold as of 1 January 2026 is £663,540 (inclusive of VAT)). All contracts exceeding this threshold must be approved by Legal Services and be sealed under the Council's seal. Arrangements with at least six of the Providers have a cumulative value exceeding the relevant procurement threshold. However, there is no evidence that the requirements of Part E of the Contract Rules were complied with in respect of these arrangements.

B. Procurement Law Breaches

4.7 The Public Contracts Regulations 2006 (revoked), the Public Contracts Regulations 2015 (revoked) and The Procurement Act 2023 (which came into force on 24 February 2025 replacing the Public Contracts Regulations 2015) (together referred to as the 'Procurement Legislation') are the procurement rules which must be applied throughout the respective periods during which the Payments were made.

4.8 As the failure to procure the Services compliantly spans a period exceeding 13 years, for the purposes of the three different sets of procurement rules spanning this period, the legal requirements within the Procurement Legislation are broadly outlined within this section.

4.9 Procurement is the award, entry into and management of a public contract by a contracting authority, and for the purposes of the Procurement Legislation, the Council is a contracting authority, a body spending public money, which includes all local authorities. Procurement Legislation sets the framework for how a contracting authority purchases services, ensuring they adhere to principles of fairness, transparency, value for money and good financial management when spending public funds.

4.10 A public contract in this context means a contract for pecuniary interest concluded in writing between a provider of a service and the Council, having as their object the provision of services and has an estimated value of not less than the procurement threshold amount for the type of contract. The Services referred to within this report are considered 'light touch' services and as of the date of this report the threshold for these

types of services is £663,540 (inclusive of VAT) (prior to the Procurement Act 2023 coming into force the relevant threshold was around £589,148 (inclusive of VAT)).

4.11 The Procurement Legislation establishes rules on the procedures for procurement by contracting authorities with respect to public contracts which have a value estimated to be not less than the relevant threshold, unless a lawful exemption is permissible. Therefore, the estimated value of arrangements with at least six providers each exceeded the relevant threshold and accordingly the Council may not enter into a public contract unless it is awarded in accordance with the procedures within the Procurement Legislation.

4.12 Council Officers have been unable to provide the Statutory Officers with evidence of any compliance with procedures established within the Procurement Legislation in relation to the Services provided to the Council by the Providers where estimated values exceed the relevant threshold. This constitutes a direct failure to comply with the Procurement Legislation.

4.13 Where the estimated value of a procurement is less than the relevant threshold (yet above a lower limit of £30,000 set for contracting authorities), the Public Contract Regulations 2015 (revoked) and Procurement Act 2023 set out process requirements for a contracting authority to comply with. The estimated value of arrangements with at least nine providers are considered below threshold (and above the lower limit of £30,000), however, there is no evidence that below-threshold process requirements have been complied with.

C. Absence of Contractual Framework

4.14 Where a Local Authority procures services, expenditure must be supported by a lawful contractual basis to define obligations, liability, price and termination. Whilst statute does not require contracts to be in a particular form, section 111(1) of the Local Government Act 1972 permits expenditure only where it facilitates or is incidental to lawful functions. Where payments are made to third parties, the existence of a contractual framework is the primary mechanism by which the authority evidences that expenditure is for a lawful purpose and incidental to the discharge of its statutory functions. Between financial year 2015/2016 and 31 August 2025, the Council made substantial payments to third-party providers for emergency accommodation without entering into any written contracts to govern the provision of these Services.

4.15 Local Authorities are required to regulate the making of contracts through standing orders. Indeed, section 135(1) of the Local Government Act 1972 provides that “A local authority shall make standing orders with respect of the making by them or on their behalf of contracts…” Paragraph 5, Part 4, Standing Orders Section 4 of the Council’s Constitution requires expenditure to be incurred in line with the Contract Regulations and Finance Regulations.

4.16 Para. 5.4.18 of Part 4, Section 11 – Financial Regulations requires that ‘All purchases (contracts) of supplies, works and services are made in accordance with the council’s Contract Rules.’

4.17 Part D Paras.46-48 and Part E Paras.15-16, Part 4, Section 10 – Contract Rules of the Council’s Constitution requires there to be a signed written contract in place between

the Council and a service provider before the service can commence where the value of the arrangement is in excess of £50,000. In the present matter, arrangements with at least fifteen of the Providers each had a cumulative value in excess of £50,000 and thus required written contracts.

4.18 Council Officers have been unable to provide the Statutory Officers with evidence of any written contracts in relation to the Services provided to the Council by the Providers where cumulative expenditure exceeded £50,000. This constitutes a direct failure to comply with the Council's Contract Rules made pursuant to section 135 of the Local Government Act 1972. The failure to enter into written contracts where they were expressly required meant that expenditure was incurred otherwise than in accordance with the Council's statutory and constitutional requirements.

5 Statutory Duties and Legal Implications

Section 5A of the Local Government and Housing Act 1989

5.1 Section 5A(3)(a) of the 1989 Act obliges a Monitoring Officer to prepare a report to the executive if he or she considers that 'any proposal, decision or omission by the authority, has given rise or is likely to give rise to a contravention of any enactment or rule of law.'

5.2 In the present case, the failure to properly procure the Providers appears to contravene an enactment as does the Council's failure to observe the Contract Rules; in addition the Payments by the Council appear to be a contravention of a rule of law, in that they have not been authorised by any member, body or officer with power to do so.

Section 114A Local Government Finance Act 1988

5.3 Under Section 114A(2)(a) of the Local Government Finance Act 1988 it is the duty of the Section 151 Officer to make a report to the authority 'if it appears to him that in the course of the discharge of functions of the authority, the executive or a person on behalf of the executive has made or is about to make a decision which involves or would involve the authority incurring expenditure which is unlawful.' There are other types of section 114 reports which have to be issued when the expenditure of the Council exceeds its resources, this is not that type of report.

5.4 In the present case, there does not appear to be any authority properly approved by the Executive or any officer of the Council under delegated power to make the Payments. In the absence of any proper delegation to approve the Payments they are considered unlawful.

Summary of Statutory Officer Position

5.5 Between financial year 2015/2016 and 31 August 2025, the Council incurred significant expenditure in respect of spot purchased emergency accommodation for homeless households in circumstances where no written contracts were in place with Providers, no compliant procurement exercise was undertaken, and no lawful decision-making authority was exercised in accordance with the Council's Constitution and Financial Regulations. The prolonged absence of written contracts, the failure to comply with the Financial Regulations and Contract Rules, and the repeated failure to secure appropriate governance approval collectively resulted in expenditure being incurred without lawful authority and in contravention of statutory and constitutional requirements. These

matters constitute contraventions of enactments and rules of law for the purposes of section 5 of the Local Government and Housing Act 1989 and involve unlawful expenditure within the meaning of section 114 of the Local Government Finance Act 1988.

Legal Implications

5.6 The relevant legislation is generally interpretated as not requiring a Monitoring Officer or a Section 151 Officer to report in every circumstance where the duty to report could be said to arise. However, in the present case, given the amounts involved, the lack of effective governance in terms of procurement, decision making or written contracts and the concern about whether processes are in place to ensure this does not happen again, the Statutory Officers consider it is appropriate to issue this joint report.

5.7 Both Statutory Officers were required to consult each other and the Head of Paid Service in the preparation of this report. This report must be sent to all members of the Council and a meeting held within 21 days of the issuing of the report to Members. The Section 151 Officer must also send a copy of the report to the external auditors.

5.8 In respect of the s.114A(2)(a) aspect of the report, the executive is required under section 115B(2) to 'consider the report at a meeting where it shall decide whether it agrees or disagrees with the views contained in the report and what action (if any) it proposes to take in consequence of it.'

5.9 In respect of the s.5A(3)(a) aspect of this report, the duty of the executive is to consider the report and to ensure, that no step is taken for giving effect to any proposal or decision to which such a report relates at any time while the implementation of the proposal or decision is suspended in consequence of the report, (subject to s.115B of the Local Government Finance Act 1988 which refers to any action decided upon in consequence of the s.114A(2) report as referred to above or otherwise).

5.10 Regard has been had to the LLG, SOLACE, CIPFA Code of Practice on Good Governance. This refers to the Statutory Officers working together to flag concerns as early as possible. The Monitoring Officer and Section 151 Officer, together with the Head of Paid Service, must, if they feel able to do so in the circumstances, always seek to resolve issues before they become reportable by exploring legitimate alternatives and avoid issuing a statutory report where permissible. In this case, the cumulative value of the Payments is significant, and Statutory Officers are concerned that a Member supported Council-wide review of procurement arrangements and processes is now needed to fully consider the position and to ensure that adequate safeguards are put into place going forward. Regard has been had to the CIPFA guidance for section 114/114A reports.

6. Statutory Officers' Recommendations

6.1 The Statutory Officers jointly recommend that the following actions are taken by the Council as a result of their findings in order to minimise the risk of future unlawful practices of this nature arising:

6.1.1 Members note the detail of this report and carefully consider its contents.

6.1.2 That as stated in the report the emergency accommodation procurement and contract position is urgently addressed by officers to bring it within legal, constitutional and contractual requirements.

6.1.3 That an external provider is engaged to deliver additional training to Council Officers in relation to the Council's statutory duties under relevant procurement legislation and the Council's Contract Rules and that this training is mandatory.

6.1.4 That Senior Officers within the Council's services undertake a comprehensive review of all existing arrangements with third parties to ensure they have been lawfully procured, and appropriate internal governance requirements have been met.

6.1.5 That following that review all service directors confirm that their service procurements are compliant or are in the process of being rectified with clear timelines and allocation of responsibilities where found not to be compliant. Each service will prepare an individual report to the Audit and Governance committee in 2026/27 to confirm service compliance.

6.1.6 That following the council-wide review of procurement practices and associated training, if an officer's conduct is found to have caused the Council to act unlawfully, the Council shall carry out a thorough investigation of the circumstances, take the necessary appropriate action to address the issue, and implement whatever robust measures are required.

Appendices

Appendix 1 – Legal Advice (EXEMPT)

Appendix 2 – FOI and Response

Appendix 3 – Payment and Providers Schedule (Anonymised)

Appendix 4 – Exemption Reports (Redacted)

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By virtue of paragraph(s) 5 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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Appendix 2

FOI request 202506005677

Issued 14 July 2025

Could you please confirm when Eastfield Guest House Limited was awarded this contract by Cabinet, I cannot find the details for this contract been awarded to this company.

In the year 2024 £1291119.50 was paid to this company,

If Cabinet have not rewarded this company a contract and it is acting as a third party providing a service to the Council for another company will payments to this company stop? Will it be brought to Cabinet?

Response:

Eastfield Guest House provides emergency nightly paid accommodation for households in urgent housing need. This service is used as a temporary emergency solution while alternative accommodation is identified and arranged. Payments have been made as a series of spot purchased arrangements according to the emergency need for accommodation, and this will continue for a period of time while the need is still present.

We have a B&B Reduction Plan in place and continue to make progress in lowering the number of households placed in bed and breakfast accommodation, as part of our current temporary accommodation strategic review. After analysis of the sum involved the council have resolved to put this opportunity to the market with immediate effect and a pipeline will be published with the necessary governance to allow the procurement process to proceed.

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Appendix 3: Payment Schedule

	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26 (to 31.08.25)	Grand Total
Supplier 1	183,176	344,413	717,896	1,054,760	1,039,695	42,082	172,324	1,141,650	1,307,825	1,506,241	225,147	7,735,207
Supplier 2	297,838	786,407	795,862	657,711	371,222	1,404		146,135	55,362			3,111,940
Supplier 3		231,681	445,960	591,925	525,415	232,515	59,718	33,213				2,120,426
Supplier 4	8,020	306,939	181,921	152	1,070	13,372	11,422	487,561	174,576	147,525	14,821	1,347,380
Supplier 5								222,465	293,374	234,488	98,726	849,053
Supplier 6								243,560	261,255	267,030		771,845
Supplier 7								14,630	83,280	279,596	45,197	422,703
Supplier 8						44,850	105,510	52,473				202,833
Supplier 9					124	3,185		57,288	60,453	50,727		171,777
Supplier 10			5,090	106,919	33,306							145,314
Supplier 11								40,093	77,881	23,642		141,616
Supplier 12							97,426	13,299				110,725
Supplier 13											86,109	86,109
Supplier 14						25,514	14,250	24,830				64,594
Supplier 15								37,206	15,775			52,981
Supplier 16					567			9,149		1,722		11,438
Supplier 17							166	1,584	612	4,489	85	6,936
Supplier 18	5,439				-							5,439
Supplier 19								5,133				5,133
Supplier 20	2,585											2,585
Supplier 21					2,326							2,326
Supplier 22								1,594	560			2,154
Supplier 23								1,340	555			1,896
Supplier 24							1,022			790		1,812
Supplier 25								561				561
Supplier 26				300								300
Supplier 27					122							122
Various small suppliers					915				30,836			31,751
Grand Total	**497,057**	**1,669,440**	**2,146,729**	**2,411,765**	**1,974,761**	**362,922**	**461,837**	**2,533,763**	**2,362,343**	**2,516,250**	**470,085**	**17,406,954**

(excluding VAT)

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Exemption Report

Exemption Report to Executive Director of Corporate Services and S151 Officer and Director of Governance (or delegated Officer) under Section 4 of the Contract Rules

INTRODUCTION

Report Title:	**Interim Arrangements for Spot Purchase Emergency Accommodation for Homeless Households**
Report Date:	11th Aug 2025
Contract Ref: *Should be provided by your Procurement contact, if not relevant or new contract, please enter N/A*	
Report Ref:	E001362
Date submitted:	26/08/2025
CPV Code:	98341000
Is this a service contained within Schedule 3 of the Public Contracts Regulations 2015?	*This will be populated by the Stage One Approver* ☐Yes ☐No

CONTACT INFORMATION

Lead Officer:	[redacted]
Submitted by:	[redacted]
Legal Contact:	[redacted]
Procurement Contact:	[redacted]
Directorate:	Place & Economy
Department:	Housing Needs
Key Stakeholders: *List those who you would like copied in on approval distribution*	Legal, Procurement Finance

APPROVALS

Do not approve unless document is distributed from Procurementcontracts@peterborough.gov.uk

Stage One Approvals

[redacted]	29.08.25	Approved (caveated with requirement for procurement roadmap to be hyperlinked within report).
Signed (Legal Services)	**Date**	**Commentary**
[redacted]	27.08.25	Approved
Signed (Strategic Finance)	**Date**	**Commentary**
[redacted]	27.08.2025	Approved
Signed (Procurement)	**Date**	**Commentary**

Stage Two Approval

[redacted]	27/08/2025	Approved
Signed (Service Director)	**Date**	**Commentary**

Stage Three Approvals

[redacted]	15/09/2025

Signed (Executive Director of Corporate Services and S151 Officer)	Date

All report fields marked with a red * are mandatory, reports that do not have all mandatory fields completed will be rejected. Please refer to the FAQ for guidance on completing the report.

CONTRACT DETAILS - (Requested Decision)

***Contract to be awarded to:** *(name of supplier)*	[redacted]
***Contract for:** *(describe the service/supplies/works)*	Spot purchased emergency accommodation (nightly) to house homeless households.
***Contract Value (-VAT):**	£235,037.60
***Contract Value (+VAT):**	£293,797
***Estimated Contract Start Date (may be subject to change):**	1st September 2025
***Total Contract Length:** *Include any extension periods included in the contract*	9 months (contract to expire on 31 May 2026) This is a strictly time limited arrangement until the competitively procured service contracts commences (estimated no later than 1 June 2026).
***Cost Centre that will be used for this contract:**	PA3300

FINANCE

***Account Code:** *Account code needs to be 6 or 11 digits - starting with A or C*	A44080
***Cost Centre:** *6 digits code can be a combination of numbers and letters*	PA3300
***Analysis Code:**	n/a
***Please specify the funding source:** *I.e. revenue budget, capital programme, grant, reserves*	Core budget

AGGREGATION AND HISTORICAL CONTRACT INFORMATION

***Is this a service/supply contract which is regular in nature (commissioned more than once across the Council)?**	☒Yes ☐No
***If yes, then please provide details of the value (including VAT and excluding VAT) of all contracts awarded in the last 12 months relating to services/supplies of this type (with all suppliers).** *Please see FAQ document*	[redacted] £1,506,241
***Has this been purchased before?**	☒Yes ☐No
If you have answered Yes to the above question then please complete all questions in the section below:	
Which supplier currently provides this service/supply?	[redacted]
How long has the arrangement with the current supplier been in place?	There is no governance authorising the existing arrangement, however the Council has been purchasing nightly ad hoc emergency accommodation since 2013.

Was a procurement/competition carried out at any time to appoint the current supplier? *Please explain how the current supplier was appointed (e.g. by a framework, by directly awarding without competition etc.).*	No.
Please provide details of the cumulative spend with the supplier to date (including and excluding VAT) for this service/supply over the lifetime of such arrangement: *Do not include the value of the contract now being requested in this exemption report*	Over the last 5 years records indicate spend of £4,170,122.00
Please provide any previous Governance reference number:	No governance.

SUPPLIER DETAILS

***Supplier Name:** *Include any trading as name*	[redacted]
***Supplier Registration Number:** *If applicable, can be found on Companies House / Charity Register / N/A for sole trader and some other entities (if in doubt of legal entity, please contact legal services)*	[redacted]
***Has the Supplier published an up to date Modern Slavery statement, if required by law to do so?**	☐Yes ☐No ☒Not Applicable
***Has the Supplier been screened for modern slavery purposes?** *Please see the FAQ document for details. This must be done provided it is reasonable and proportionate to do so*	☐Yes ☒No
If yes to the above, did any issues relating to modern slavery arise? *If Yes, please contact Legal Services with details*	☐Yes ☐No

EXEMPTION INFORMATION

***Background Information** *Provide background details to the Report*	This report sets out the intention to put in place interim governance and contract, in respect of flexible spot purchase emergency accommodation, pending the implementation of a full and compliant procurement process that aims to set up a framework under the Procurement Act 2023, and shall enable the Council to provide flexible spot purchased emergency accommodation to meet its statutory homelessness duties. Under the Housing Act 1996 (as amended by the Homelessness Reduction Act 2017), the Council has a statutory duty to provide temporary accommodation to certain households who present as homeless. Suspending access to emergency accommodation would prevent the council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. The interim contract will be in place for a strictly time limited period of nine months (1 September 2025 to 31 May 2026) to allow sufficient time to undertake a full and compliant procurement exercise under the Procurement Act 2023. The procurement is underway with the following estimated timescales: Preliminary Market Engagement - November 2025 Invitation to Tender – February 2026

	Cabinet Approval – April 2026 Standstill Period – May 2026 Contract Go-Live – June 2026 The procurement roadmap is embedded within this report: Procurement Timeline - DN781533 V1.0.xlsx To meet its statutory duty, the Council utilises a range of accommodation types, including hostels, self-contained units, and leased properties. However, there are occasions when these options are either at full capacity or unsuitable due to specific risks associated with individual cases. In such instances the use of spot-purchase temporary accommodation supports the Council to ensure it can continue to meet its legal obligations. Historically, the Council has worked with several providers to deliver spot-purchase emergency temporary accommodation, and the arrangements have enabled the Council to fulfil its statutory responsibilities under the Housing Act 1996 (as amended by the Homelessness Reduction Act 2017) to provide temporary accommodation to certain households who present as homeless. Whilst this exemption report shall authorise spend for an interim period of contract only, the report acknowledges the historic cumulative spend which has been awarded to this contractor without governance, formal contract, nor compliance with contract rules or procurement legislation. In mitigation, the Council can demonstrate that a competitive procurement is underway to procure a compliant long-term arrangement for the temporary accommodation provision. This interim arrangement shall ensure that individuals housed in emergency temporary accommodation are treated fairly and respectfully in accordance with duties required under the Equality act 2010, ensuring recognition of the needs of individuals.
***Reason for Exemption** *Please select one option under the relevant main heading that provides justification for this Exemption Report.* *The section below contains an evidence section for supporting information.*	**SOLE SUPPLIER** – *You want to obtain quotations or tenders from fewer bidders than the Contract Rules require (including a single bidder) because they are the only suppliers which can provide the services or goods or works you want to purchase. Why are they the only supplier which can provide the services/goods/works?* ☐**Option 1: No other suppliers on the market.** You have liaised with Procurement and taken steps which have determined that there are no other suppliers on the market for these services/goods/works (please include the steps taken to determine this within the supporting evidence section). ☐**Option 2: Proprietary goods or services**. Required to complement existing goods or services where no other choice is available i.e. Microsoft. ☐**Option 3: A genuine emergency.** Something which is beyond the Council's control and that can be proved to have been unforeseen i.e. Force Majeure events, meaning that only this supplier can provide the services/goods/works in time. ☐**Option 4: Unforeseen changes.** Relates to our statutory duties or Council priorities. Where a strategic decision has been delayed or changes significantly, meaning that only this supplier can provide the services/goods/works in time. ☒**Option 5: Insufficient time.** Planning work left insufficient time to tender in line with contract rules, meaning that only this supplier can now provide the services/goods/works in time.

	☐**Option 6: Compliant Procurement routes exhausted.** If a DPS or Framework or Corporate Contract is already awarded and in place but not suitable, as this is the only supplier who can provide the services/goods/works. ☐**Option 7: Service user choice.** The service user/recipient of the service has expressed a preference for this supplier (please explain in the supporting information box whether the Council is required to take this preference into account). **EXTENSION/RENEWAL** – *You want to extend or renew an existing contract (with the same supplier) which does not have provision for an extension and where a change of supplier would cause (i) disproportionate technical difficulties and/or (ii) excessive cost; and/or significant disruption to services.* ☐**Option 8: An unavoidable temporary extension or renewal of existing contract.** Arrangement to allow preparation for future competition, in line with a prior agreed strategy. **PARTNERSHIP** – *You are working in partnership with another public body and you are satisfied that their procurement/contract rules have been complied with in the letting of the contract.* ☐**Option 9: Working in partnership with another public body.** The Council is satisfied that the public body's contract rules have been followed in the letting of the contract.
***Supporting Information and Evidence** *Please provide any supporting information and evidence as to why this Exemption is needed.*	Analysis of spot purchase of emergency accommodation shows a significant amount spent in this area without a compliant procurement process having been completed, governance authorising spend or contract(s) governing the arrangements. To correct this moving forward, the Council seeks to authorise spend for a 9-month interim period whilst a competitive procurement is undertaken.
***Alternative Options Considered:** *List alternative options considered and rejected and the reasons for rejection. Do not leave this section blank or put 'None'. There is always an alternative even if it is to do nothing.*	**Option: Maintain Current Approach (Do Nothing)** This option would involve continuing to use spot-purchased placements as an emergency measure to discharge our statutory duties under Section 188 of the Housing Act 1996, in situations where no other suitable accommodation is available, however, this approach has been discounted as it has operated without governance, contracts, or compliance with contract rules or procurement legislation. Continuing without a formal procurement route exposes the Council to risk of challenge on the basis that the Council has acted unlawfully, from a constitutional, contractual and procurement perspective. **Option: Suspend Use of Spot-Purchased Placements Until Completion of Formal Procurement.** This option would involve halting the use of spot-purchased temporary accommodation until a compliant procurement process has been completed and contracts are in place. However, this approach is not viable. Suspending access to emergency accommodation would prevent the council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996, which requires local authorities to provide interim accommodation to applicants who may be homeless, eligible, and in priority need. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent

	nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. Therefore, this option has been discounted on the grounds that it would expose the authority to unacceptable legal, operational and ethical risks.
***What alternative plan is in place should this exemption be rejected:** *There is no guarantee that the Exemption Report will be approved. An alternative plan is required.*	There are very limited options for an alternative plan – Realistically This would involve halting the use of spot-purchased temporary accommodation until a compliant procurement process has been completed and contracts are in place. However, this approach is not viable. Suspending access to emergency accommodation would prevent the Council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996, which requires local authorities to provide interim accommodation to applicants who may be homeless, eligible, and in priority need. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. Therefore, this option has been discounted on the grounds that it would expose the authority to unacceptable legal, operational and ethical risks.
***Value for Money:** *Explain how the Council will still achieve value for money if the Exemption is agreed.*	The exemption is an interim measure to put governance and contracts in place whilst a full and compliant competitive procurement is completed, demonstrating value for money and ensuring the best possible choice is given to the Council when procuring nightly emergency accommodation – the strategic plan set out in our corporate priorities is to all but eradicate the use of spot purchase accommodation and put in place more cost-effective accommodation for the future.
***Is there a relevant corporate contract for this service/supply/works?**	☐Yes ☒No
***Is there a relevant Framework or Dynamic Purchasing System that could be used for this service/supply/works?**	☐Yes ☒No
If yes, please explain why it is not being used:	
***Corporate Priorities:** *Set out how this decision links to the Council's corporate priorities. Further information is contained within the FAQ document*	**Creating a Sustainable Future City Council** This exemption allows PCC to adopt alternative strategies aimed at reducing Bed and Breakfast expenditures while providing support to households. The goal is to minimize the length of stay for these households in Bed and Breakfast accommodations, ultimately leading to a decrease in overall costs associated with such arrangements. **Places and communities** This exemption allows vulnerable individuals to receive essential support and maintain access to relevant services. Consequently, it ensures that we are effectively aiding vulnerable members of our communities in progressing along their housing pathways.
***Declarations/Conflicts of Interest and Dispensations granted:** *Set out any conflicts of interest declared by any member consulted by the officer in relation to the matter and any dispensations granted in relation to the declared conflict.*	None.

EXEMPTION DOCUMENTATION

Data Protection

***Will anyone in this project collect, share or use information about people? Such as service users, employees, customers etc.**	☒Yes ☐No
If you have answered Yes to the above question then please complete all questions in the section below:	
Has a Data Protection Impact Assessment (DPIA) Checklist been completed and sent to the Data Protection Officer? *See FAQ for link to DPIA Checklist form*	☒Yes ☐No
What was the outcome of the Data Protection Impact Assessment Checklist?	Lawful basis to share
Has a full Data Protection Impact Assessment been completed?	☒Yes ☐No ☐N/A (DPO has advised a DPIA is not required)
Have you engaged with Legal Services to include relevant contract clauses on data processing responsibilities?	☐Yes ☒No

Environment

***Has a Carbon Impact Assessment (CIA) been carried out?** *See FAQ for link to CIA form*	☐Yes ☒No
If Yes, what was the outcome of that assessment? *Summarise here the results of your completed Carbon Impact Assessment Form (form to be submitted to the Transport and Environment Team).*	

Supporting Documentation

Supporting Documentation *Please insert supporting documentation here as an object or via a SharePoint link (with view only access permission granted to all PCC/CCC staff). If the document contains confidential or commercially sensitive information then please send through to procurementcontracts@peterborough.gov.uk*	

Exempt Information

***Does this Exemption Report relate to the placement or care of an individual?** *If Yes you will need to complete the Exempt annex on page 6*	☐Yes ☒No
***Does this report contain exempt information?** *If Yes then you will need to complete the exempt annex on the last page and set out why this information is considered exempt*	☐Yes ☒No

Please send completed Exemption Reports to procurementcontracts@peterborough.gov.uk for distribution to signatories.

Exempt Annex

This section should be completed if you believe that this Exemption Report contains exempt information	
Why is the information in this report considered exempt? *Please tick one or more options*	This report which is not for publication in accordance with Paragraph 3 of Schedule 12A of Part 1 to the Local Government Act 1972 because The information contained in this Exempt Annex should not be disclosed because the information (please select all relevant answers): ☐Relates to an individual ☐Is likely to reveal the identity of an individual ☐Relates to the financial or business affairs (past or present) of a particular person (including the Council) ☐Relates to any consultation or negotiations, or contemplated consultations or negotiations, in connection with any labour relation matters which are or may be the subject of dispute arising between the Council or a Minister of the Crown, and employees (employed under an employment contract) or office holders of the Council ☐Is in respect of a claim for legal professional privilege in legal proceedings ☐Reveals that the Council proposes to: (i) give under any legislation a notice under which requirements are imposed on a person; or (ii) make an order or direction under any legislation ☐Relates to any action taken or to be taken in connection with the prevention, investigation or prosecution of a crime.
How has the public interest test been applied: *Set out why the information needs to be exempt from disclosure*	It is considered that the need to retain this information as exempt outweighs the public interest in disclosure because: *[Explain here how the public interest has been applied to the information and why the need to withhold it outweighs the public interest in knowing it.]*
Details of the Exempt Information: *Include the exempt information here*	*If this relates to an individual placement or care plan, you must include the following for audit purposes:* *Client number/Mosaic number:* *Individual's initials:* *Individual's date of birth:*

Exemption Report

Exemption Report to Executive Director of Corporate Services and S151 Officer and Director of Governance (or delegated Officer) under Section 4 of the Contract Rules

INTRODUCTION

Report Title:	**Interim Arrangements for Spot Purchase Emergency Accommodation for Homeless Households**
Report Date:	11th Aug 2025
Contract Ref: *Should be provided by your Procurement contact, if not relevant or new contract, please enter N/A*	
Report Ref:	E001363
Date submitted:	26/08/2025
CPV Code:	98341000
Is this a service contained within Schedule 3 of the Public Contracts Regulations 2015?	*This will be populated by the Stage One Approver* ☐Yes ☒No

CONTACT INFORMATION

Lead Officer:	[redacted]
Submitted by:	[redacted]
Legal Contact:	[redacted]
Procurement Contact:	[redacted]
Directorate:	Place & Economy
Department:	Housing Needs
Key Stakeholders: *List those who you would like copied in on approval distribution*	Legal, Procurement Finance

APPROVALS

Do not approve unless document is distributed from Procurementcontracts@peterborough.gov.uk

Stage One Approvals

[redacted]	29.08.25	Approved (caveated with requirement for procurement roadmap to be hyperlinked within report).
Signed (Legal Services)	**Date**	**Commentary**
[redacted]	27.08.2025	Approved
Signed (Strategic Finance)	**Date**	**Commentary**
[redacted]	27.08.2025	Approved
Signed (Procurement)	**Date**	**Commentary**

Stage Two Approval

[redacted]	27/08/2025	Approved
Signed (Service Director)	**Date**	**Commentary**

Stage Three Approvals

[redacted]	15/09/2025

Signed (Executive Director of Corporate Services and S151 Officer)	Date

All report fields marked with a red * are mandatory, reports that do not have all mandatory fields completed will be rejected. Please refer to the FAQ for guidance on completing the report.

CONTRACT DETAILS - (Requested Decision)

***Contract to be awarded to:** *(name of supplier)*	[redacted]
***Contract for:** *(describe the service/supplies/works)*	Spot purchased emergency accommodation (nightly) to house homeless households
***Contract Value (-VAT):**	£31,433.60
***Contract Value (+VAT):**	£39,292
***Estimated Contract Start Date (may be subject to change):**	1st September 2025
***Total Contract Length:** *Include any extension periods included in the contract*	9 months (contract to expire on 31 May 2026) This is a strictly time limited arrangement until the competitively procured service contracts commence (estimated no later than 1 June 2026).
***Cost Centre that will be used for this contract:**	PA3300

FINANCE

***Account Code:** *Account code needs to be 6 or 11 digits - starting with A or C*	A44080
***Cost Centre:** *6 digits code can be a combination of numbers and letters*	PA3300
***Analysis Code:**	n/a
***Please specify the funding source:** *I.e. revenue budget, capital programme, grant, reserves*	Core budget

AGGREGATION AND HISTORICAL CONTRACT INFORMATION

***Is this a service/supply contract which is regular in nature (commissioned more than once across the Council)?**	☒Yes ☐No
***If yes, then please provide details of the value (including VAT and excluding VAT) of all contracts awarded in the last 12 months relating to services/supplies of this type (with all suppliers).** *Please see FAQ document*	[redacted] £267,030
***Has this been purchased before?**	☒Yes ☐No
If you have answered Yes to the above question then please complete all questions in the section below:	
Which supplier currently pro vides this service/supply?	[redacted]
How long has the arrangement with the current supplier been in place?	There is no governance authorising the existing arrangement, however the Council has been purchasing nightly ad hoc emergency accommodation since 2013.

Was a procurement/competition carried out at any time to appoint the current supplier? *Please explain how the current supplier was appointed (e.g. by a framework, by directly awarding without competition etc.).*	No.
Please provide details of the cumulative spend with the supplier to date (including and excluding VAT) for this service/supply over the lifetime of such arrangement: *Do not include the value of the contract now being requested in this exemption report*	[redacted] – £918,780
Please provide any previous Governance reference number:	No governance.

SUPPLIER DETAILS

***Supplier Name:** *Include any trading as name*	[redacted]
***Supplier Registration Number:** *If applicable, can be found on Companies House / Charity Register / N/A for sole trader and some other entities (if in doubt of legal entity, please contact legal services)*	[redacted]
***Has the Supplier published an up to date Modern Slavery statement, if required by law to do so?**	☐Yes ☐No ☒Not Applicable
***Has the Supplier been screened for modern slavery purposes?** *Please see the FAQ document for details. This must be done provided it is reasonable and proportionate to do so*	☐Yes ☒No
If yes to the above, did any issues relating to modern slavery arise? *If Yes, please contact Legal Services with details*	☐Yes ☐No

EXEMPTION INFORMATION

***Background Information** *Provide background details to the Report*	This report sets out the intention to put in place interim governance and contract, in respect of flexible spot purchase emergency accommodation, pending the implementation of a full and compliant procurement process that aims to set up a framework under the Procurement Act 2023, and shall enable the Council to provide flexible spot purchased emergency accommodation to meet its statutory homelessness duties. Under the Housing Act 1996 (as amended by the Homelessness Reduction Act 2017), the Council has a statutory duty to provide temporary accommodation to certain households who present as homeless. Suspending access to emergency accommodation would prevent the council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. The interim contract will be in place for a strictly time limited period of nine months (1 September 2025 to 31 May 2026) to allow sufficient time to undertake a full and compliant procurement exercise under the Procurement Act 2023. The procurement is underway with the following estimated timescales: Preliminary Market Engagement - November 2025 Invitation to Tender – February 2026

	Cabinet Approval – April 2026 Standstill Period – May 2026 Contract Go-Live – June 2026 The procurement roadmap is embedded within this report: Procurement Timeline - DN781533 V1.0.xlsx To meet its statutory duty, the Council utilises a range of accommodation types, including hostels, self-contained units, and leased properties. However, there are occasions when these options are either at full capacity or unsuitable due to specific risks associated with individual cases. In such instances the use of spot-purchase temporary accommodation supports the Council to ensure it can continue to meet its legal obligations. Historically, the Council has worked with several providers to deliver spot-purchase emergency temporary accommodation, and the arrangements have enabled the Council to fulfil its statutory responsibilities under the Housing Act 1996 (as amended by the Homelessness Reduction Act 2017) to provide temporary accommodation to certain households who present as homeless. Whilst this exemption report shall authorise spend for an interim period of contract only, the report acknowledges the historic cumulative spend which has been awarded to this contractor without governance, formal contract, nor compliance with contract rules or procurement legislation. In mitigation, the Council can demonstrate that a competitive procurement is underway to procure a compliant long-term arrangement for the temporary accommodation provision. This interim arrangement shall ensure that individuals housed in emergency temporary accommodation are treated fairly and respectfully in accordance with duties required under the Equality act 2010, ensuring recognition of the needs of individuals.
***Reason for Exemption** *Please select one option under the relevant main heading that provides justification for this Exemption Report.* *The section below contains an evidence section for supporting information.*	**SOLE SUPPLIER –** *You want to obtain quotations or tenders from fewer bidders than the Contract Rules require (including a single bidder) because they are the only suppliers which can provide the services or goods or works you want to purchase. Why are they the only supplier which can provide the services/goods/works?* ☐**Option 1: No other suppliers on the market.** You have liaised with Procurement and taken steps which have determined that there are no other suppliers on the market for these services/goods/works (please include the steps taken to determine this within the supporting evidence section). ☐**Option 2: Proprietary goods or services**. Required to complement existing goods or services where no other choice is available i.e. Microsoft. ☐**Option 3: A genuine emergency.** Something which is beyond the Council's control and that can be proved to have been unforeseen i.e. Force Majeure events, meaning that only this supplier can provide the services/goods/works in time. ☐**Option 4: Unforeseen changes.** Relates to our statutory duties or Council priorities. Where a strategic decision has been delayed or changes significantly, meaning that only this supplier can provide the services/goods/works in time. ☒**Option 5: Insufficient time.** Planning work left insufficient time to tender in line with contract rules, meaning that only this supplier can now provide the services/goods/works in time. ☐**Option 6: Compliant Procurement routes exhausted.** If a DPS or Framework or Corporate Contract is already awarded and in place but not suitable, as this is the only supplier who can provide the services/goods/works.

	☐**Option 7: Service user choice.** The service user/recipient of the service has expressed a preference for this supplier (please explain in the supporting information box whether the Council is required to take this preference into account). **EXTENSION/RENEWAL** – *You want to extend or renew an existing contract (with the same supplier) which does not have provision for an extension and where a change of supplier would cause (i) disproportionate technical difficulties and/or (ii) excessive cost; and/or significant disruption to services.* ☐**Option 8: An unavoidable temporary extension or renewal of existing contract.** Arrangement to allow preparation for future competition, in line with a prior agreed strategy. **PARTNERSHIP** – *You are working in partnership with another public body and you are satisfied that their procurement/contract rules have been complied with in the letting of the contract.* ☐**Option 9: Working in partnership with another public body.** The Council is satisfied that the public body's contract rules have been followed in the letting of the contract.
***Supporting Information and Evidence** *Please provide any supporting information and evidence as to why this Exemption is needed.*	Analysis of spot purchase of emergency accommodation shows a significant amount spent in this area without a compliant procurement process having been completed, governance authorising spend or contract(s) governing the arrangements. To correct this moving forward, the Council seeks to authorise spend for a 9-month interim period whilst a competitive procurement is undertaken.
***Alternative Options Considered:** *List alternative options considered and rejected and the reasons for rejection. Do not leave this section blank or put 'None'. There is always an alternative even if it is to do nothing.*	**Option: Maintain Current Approach (Do Nothing)** This option would involve continuing to use spot-purchased placements as an emergency measure to discharge our statutory duties under Section 188 of the Housing Act 1996, in situations where no other suitable accommodation is available, however, this approach has been discounted as it has operated without governance, contracts, or compliance with contract rules or procurement legislation. Continuing without a formal procurement route exposes the Council to risk of challenge on the basis that the Council has acted unlawfully, from a constitutional, contractual and procurement perspective. **Option: Suspend Use of Spot-Purchased Placements Until Completion of Formal Procurement.** This option would involve halting the use of spot-purchased temporary accommodation until a compliant procurement process has been completed and contracts are in place. However, this approach is not viable. Suspending access to emergency accommodation would prevent the council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996, which requires local authorities to provide interim accommodation to applicants who may be homeless, eligible, and in priority need. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. Therefore, this option has been

	discounted on the grounds that it would expose the authority to unacceptable legal, operational and ethical risks.
***What alternative plan is in place should this exemption be rejected:** *There is no guarantee that the Exemption Report will be approved. An alternative plan is required.*	There are very limited options for an alternative plan – Realistically This would involve halting the use of spot-purchased temporary accommodation until a compliant procurement process has been completed and contracts are in place. However, this approach is not viable. Suspending access to emergency accommodation would prevent the Council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996, which requires local authorities to provide interim accommodation to applicants who may be homeless, eligible, and in priority need. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. Therefore, this option has been discounted on the grounds that it would expose the authority to unacceptable legal, operational and ethical risks.
***Value for Money:** *Explain how the Council will still achieve value for money if the Exemption is agreed.*	The exemption is an interim measure to put governance and contracts in place whilst a full and compliant competitive procurement is completed, demonstrating value for money and ensuring the best possible choice is given to the Council when procuring nightly emergency accommodation – the strategic plan set out in our corporate priorities is to all but eradicate the use of spot purchase accommodation and put in place more cost-effective accommodation for the future.
***Is there a relevant corporate contract for this service/supply/works?**	☐Yes ☒No
***Is there a relevant Framework or Dynamic Purchasing System that could be used for this service/supply/works?**	☐Yes ☒No
If yes, please explain why it is not being used:	
***Corporate Priorities:** *Set out how this decision links to the Council's corporate priorities. Further information is contained within the FAQ document*	**Creating a Sustainable Future City Council** This exemption allows PCC to adopt alternative strategies aimed at reducing Bed and Breakfast expenditures while providing support to households. The goal is to minimize the length of stay for these households in Bed and Breakfast accommodations, ultimately leading to a decrease in overall costs associated with such arrangements. **Places and communities** This exemption allows vulnerable individuals to receive essential support and maintain access to relevant services. Consequently, it ensures that we are effectively aiding vulnerable members of our communities in progressing along their housing pathways.
***Declarations/Conflicts of Interest and Dispensations granted:** *Set out any conflicts of interest declared by any member consulted by the officer in relation to the matter and any dispensations granted in relation to the declared conflict.*	None.

EXEMPTION DOCUMENTATION

Data Protection

***Will anyone in this project collect, share or use information about people? Such as service users, employees, customers etc.**	☒Yes ☐No
If you have answered Yes to the above question then please complete all questions in the section below:	
Has a Data Protection Impact Assessment (DPIA) Checklist been completed and sent to the Data Protection Officer? *See FAQ for link to DPIA Checklist form*	☒Yes ☐No
What was the outcome of the Data Protection Impact Assessment Checklist?	Lawful basis to share
Has a full Data Protection Impact Assessment been completed?	☒Yes ☐No ☐N/A (DPO has advised a DPIA is not required)
Have you engaged with Legal Services to include relevant contract clauses on data processing responsibilities?	☐Yes ☒No

Environment

***Has a Carbon Impact Assessment (CIA) been carried out?** *See FAQ for link to CIA form*	☐Yes ☒No
If Yes, what was the outcome of that assessment? *Summarise here the results of your completed Carbon Impact Assessment Form (form to be submitted to the Transport and Environment Team).*	

Supporting Documentation

Supporting Documentation *Please insert supporting documentation here as an object or via a SharePoint link (with view only access permission granted to all PCC/CCC staff). If the document contains confidential or commercially sensitive information then please send through to procurementcontracts@peterborough.gov.uk*	

Exempt Information

***Does this Exemption Report relate to the placement or care of an individual?** *If Yes you will need to complete the Exempt annex on page 6*	☐Yes ☒No
***Does this report contain exempt information?** *If Yes then you will need to complete the exempt annex on the last page and set out why this information is considered exempt*	☐Yes ☒No

Please send completed Exemption Reports to procurementcontracts@peterborough.gov.uk for distribution to signatories.

Exempt Annex

This section should be completed if you believe that this Exemption Report contains exempt information	
Why is the information in this report considered exempt? *Please tick one or more options*	This report which is not for publication in accordance with Paragraph 3 of Schedule 12A of Part 1 to the Local Government Act 1972 because The information contained in this Exempt Annex should not be disclosed because the information (please select all relevant answers): ☐Relates to an individual ☐Is likely to reveal the identity of an individual ☐Relates to the financial or business affairs (past or present) of a particular person (including the Council) ☐Relates to any consultation or negotiations, or contemplated consultations or negotiations, in connection with any labour relation matters which are or may be the subject of dispute arising between the Council or a Minister of the Crown, and employees (employed under an employment contract) or office holders of the Council ☐Is in respect of a claim for legal professional privilege in legal proceedings ☐Reveals that the Council proposes to: (i) give under any legislation a notice under which requirements are imposed on a person; or (ii) make an order or direction under any legislation ☐Relates to any action taken or to be taken in connection with the prevention, investigation or prosecution of a crime.
How has the public interest test been applied: *Set out why the information needs to be exempt from disclosure*	It is considered that the need to retain this information as exempt outweighs the public interest in disclosure because: *[Explain here how the public interest has been applied to the information and why the need to withhold it outweighs the public interest in knowing it.]*
Details of the Exempt Information: *Include the exempt information here*	*If this relates to an individual placement or care plan, you must include the following for audit purposes:* *Client number/Mosaic number:* *Individual's initials:* *Individual's date of birth:*

Exemption Report

Exemption Report to Executive Director of Corporate Services and S151 Officer and Director of Governance (or delegated Officer) under Section 4 of the Contract Rules

INTRODUCTION

Report Title:	**Interim Arrangements for Spot Purchase Emergency Accommodation for Homeless Households**
Report Date:	11th Aug 2025
Contract Ref: *Should be provided by your Procurement contact, if not relevant or new contract, please enter N/A*	
Report Ref:	E001364
Date submitted:	26/08/2025
CPV Code:	98341000
Is this a service contained within Schedule 3 of the Public Contracts Regulations 2015?	*This will be populated by the Stage One Approver* ☐Yes ☐No

CONTACT INFORMATION

Lead Officer:	[redacted]
Submitted by:	[redacted]
Legal Contact:	[redacted]
Procurement Contact:	[redacted]
Directorate:	Place & Economy
Department:	Housing Needs
Key Stakeholders: *List those who you would like copied in on approval distribution*	Legal, Procurement Finance

APPROVALS

Do not approve unless document is distributed from Procurementcontracts@peterborough.gov.uk

Stage One Approvals

[redacted]	29.08.25	Approved (caveated with requirement for procurement roadmap to be hyperlinked within report).
Signed (Legal Services)	**Date**	**Commentary**
[redacted]	27/08/2025	Approved
Signed (Strategic Finance)	**Date**	**Commentary**
[redacted]	27.08.2025	Approved
Signed (Procurement)	**Date**	**Commentary**

Stage Two Approval

[redacted]	27/08/2025	Approved
Signed (Service Director)	**Date**	**Commentary**

Stage Three Approvals

[redacted]	15/09/2025

Signed (Executive Director of Corporate Services and S151 Officer)	Date

All report fields marked with a red * are mandatory, reports that do not have all mandatory fields completed will be rejected. Please refer to the FAQ for guidance on completing the report.

CONTRACT DETAILS - (Requested Decision)

***Contract to be awarded to:** *(name of supplier)*	[redacted]
***Contract for:** *(describe the service/supplies/works)*	Spot purchased emergency accommodation (nightly) to house homeless households.
***Contract Value (-VAT):**	£51,793.60
***Contract Value (+VAT):**	£64,742
***Estimated Contract Start Date (may be subject to change):**	1st September 2025
***Total Contract Length:** *Include any extension periods included in the contract*	9 months (contract to expire on 31 May 2026) This is a strictly time limited arrangement until the competitively procured service contracts commence (estimated no later than 1 June 2026).
***Cost Centre that will be used for this contract:**	PA3300

FINANCE

***Account Code:** *Account code needs to be 6 or 11 digits - starting with A or C*	A44080
***Cost Centre:** *6 digits code can be a combination of numbers and letters*	PA3300
***Analysis Code:**	n/a
***Please specify the funding source:** *I.e. revenue budget, capital programme, grant, reserves*	Core budget

AGGREGATION AND HISTORICAL CONTRACT INFORMATION

***Is this a service/supply contract which is regular in nature (commissioned more than once across the Council)?**	☒Yes ☐No
***If yes, then please provide details of the value (including VAT and excluding VAT) of all contracts awarded in the last 12 months relating to services/supplies of this type (with all suppliers).** *Please see FAQ document*	[redacted]
***Has this been purchased before?**	☒Yes ☐No
If you have answered Yes to the above question then please complete all questions in the section below:	
Which supplier currently provides this service/supply?	[redacted]
How long has the arrangement with the current supplier been in place?	There is no governance or contract authorising the existing arrangement, however the Council has been purchasing nightly ad hoc emergency accommodation since 2013.

Was a procurement/competition carried out at any time to appoint the current supplier? *Please explain how the current supplier was appointed (e.g. by a framework, by directly awarding without competition etc.).*	No.
Please provide details of the cumulative spend with the supplier to date (including and excluding VAT) for this service/supply over the lifetime of such arrangement: *Do not include the value of the contract now being requested in this exemption report*	Over the last 5 years records indicate spend of £919,037.00
Please provide any previous Governance reference number:	No governance.

SUPPLIER DETAILS

***Supplier Name:** *Include any trading as name*	[redacted]
***Supplier Registration Number:** *If applicable, can be found on Companies House / Charity Register / N/A for sole trader and some other entities (if in doubt of legal entity, please contact legal services)*	[redacted]
***Has the Supplier published an up to date Modern Slavery statement, if required by law to do so?**	☐Yes ☐No ☒Not Applicable
***Has the Supplier been screened for modern slavery purposes?** *Please see the FAQ document for details. This must be done provided it is reasonable and proportionate to do so*	☐Yes ☒No
If yes to the above, did any issues relating to modern slavery arise? *If Yes, please contact Legal Services with details*	☐Yes ☐No

EXEMPTION INFORMATION

***Background Information** *Provide background details to the Report*	This report sets out the intention to put in place interim governance and contract, in respect of flexible spot purchase emergency accommodation, pending the implementation of a full and compliant procurement process that aims to set up a framework under the Procurement Act 2023, and shall enable the Council to provide flexible spot purchased emergency accommodation to meet its statutory homelessness duties. Under the Housing Act 1996 (as amended by the Homelessness Reduction Act 2017), the Council has a statutory duty to provide temporary accommodation to certain households who present as homeless. Suspending access to emergency accommodation would prevent the council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. The interim contract will be in place for a strictly time limited period of nine months (1 September 2025 to 31 May 2026) to allow sufficient time to undertake a full and compliant procurement exercise under the Procurement Act 2023. The procurement is underway with the following estimated timescales: Preliminary Market Engagement - November 2025 Invitation to Tender – February 2026

	Cabinet Approval – April 2026 Standstill Period – May 2026 Contract Go-Live – June 2026 The procurement roadmap is embedded within this report: Procurement Timeline - DN781533 V1.0.xlsx To meet its statutory duty, the Council utilises a range of accommodation types, including hostels, self-contained units, and leased properties. However, there are occasions when these options are either at full capacity or unsuitable due to specific risks associated with individual cases. In such instances the use of spot-purchase temporary accommodation supports the Council to ensure it can continue to meet its legal obligations. Historically, the Council has worked with several providers to deliver spot-purchase emergency temporary accommodation, and the arrangements have enabled the Council to fulfil its statutory responsibilities under the Housing Act 1996 (as amended by the Homelessness Reduction Act 2017) to provide temporary accommodation to certain households who present as homeless. Whilst this exemption report shall authorise spend for an interim period of contract only, the report acknowledges the historic cumulative spend which has been awarded to this contractor without governance, formal contract, nor compliance with contract rules or procurement legislation. In mitigation, the Council can demonstrate that a competitive procurement is underway to procure a compliant long-term arrangement for the temporary accommodation provision. This interim arrangement shall ensure that individuals housed in emergency temporary accommodation are treated fairly and respectfully in accordance with duties required under the Equality act 2010, ensuring recognition of the needs of individuals.
***Reason for Exemption** *Please select one option under the relevant main heading that provides justification for this Exemption Report.* *The section below contains an evidence section for supporting information.*	**SOLE SUPPLIER –** *You want to obtain quotations or tenders from fewer bidders than the Contract Rules require (including a single bidder) because they are the only suppliers which can provide the services or goods or works you want to purchase. Why are they the only supplier which can provide the services/goods/works?* ☐**Option 1: No other suppliers on the market.** You have liaised with Procurement and taken steps which have determined that there are no other suppliers on the market for these services/goods/works (please include the steps taken to determine this within the supporting evidence section). ☐**Option 2: Proprietary goods or services**. Required to complement existing goods or services where no other choice is available i.e. Microsoft. ☐**Option 3: A genuine emergency.** Something which is beyond the Council's control and that can be proved to have been unforeseen i.e. Force Majeure events, meaning that only this supplier can provide the services/goods/works in time. ☐**Option 4: Unforeseen changes.** Relates to our statutory duties or Council priorities. Where a strategic decision has been delayed or changes significantly, meaning that only this supplier can provide the services/goods/works in time.

	☒**Option 5: Insufficient time.** Planning work left insufficient time to tender in line with contract rules, meaning that only this supplier can now provide the services/goods/works in time. ☐**Option 6: Compliant Procurement routes exhausted.** If a DPS or Framework or Corporate Contract is already awarded and in place but not suitable, as this is the only supplier who can provide the services/goods/works. ☐**Option 7: Service user choice.** The service user/recipient of the service has expressed a preference for this supplier (please explain in the supporting information box whether the Council is required to take this preference into account). **EXTENSION/RENEWAL** – *You want to extend or renew an existing contract (with the same supplier) which does not have provision for an extension and where a change of supplier would cause (i) disproportionate technical difficulties and/or (ii) excessive cost; and/or significant disruption to services.* ☐**Option 8: An unavoidable temporary extension or renewal of existing contract.** Arrangement to allow preparation for future competition, in line with a prior agreed strategy. **PARTNERSHIP** – *You are working in partnership with another public body and you are satisfied that their procurement/contract rules have been complied with in the letting of the contract.* ☐**Option 9: Working in partnership with another public body.** The Council is satisfied that the public body's contract rules have been followed in the letting of the contract.
***Supporting Information and Evidence** *Please provide any supporting information and evidence as to why this Exemption is needed.*	Due diligence into spot purchase of emergency accommodation shows a significant amount spent in this area without a compliant procurement process having been completed, governance authorising spend or contract(s) governing the arrangements. To correct this moving forward, the Council seeks to authorise spend for a 9-month interim period whilst a competitive procurement is undertaken.
***Alternative Options Considered:** *List alternative options considered and rejected and the reasons for rejection. Do not leave this section blank or put 'None'. There is always an alternative even if it is to do nothing.*	**Option: Maintain Current Approach (Do Nothing)** This option would involve continuing to use spot-purchased placements as an emergency measure to discharge our statutory duties under Section 188 of the Housing Act 1996, in situations where no other suitable accommodation is available, however, this approach has been discounted as it has operated without governance, contracts, or compliance with contract rules or procurement legislation. Continuing without a formal procurement route exposes the Council to risk of challenge on the basis that the Council has acted unlawfully, from a constitutional, contractual and procurement perspective. **Option: Suspend Use of Spot-Purchased Placements Until Completion of Formal Procurement.** This option would involve halting the use of spot-purchased temporary accommodation until a formal procurement process has been completed and contracts are in place. However, this approach is not viable. Suspending access to emergency accommodation would prevent the council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996, which requires local authorities to provide interim accommodation to applicants who may be homeless, eligible, and in priority need. The duty to provide suitable accommodation is

	immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the council retains the ability to respond swiftly and appropriately. Therefore, this option has been discounted on the grounds that it would expose the authority to unacceptable legal, operational and ethical risks.
***What alternative plan is in place should this exemption be rejected:** *There is no guarantee that the Exemption Report will be approved. An alternative plan is required.*	There are very limited options for an alternative plan – Realistically This would involve halting the use of spot-purchased temporary accommodation until a formal procurement process has been completed and contracts are in place. However, this approach is not viable. Suspending access to emergency accommodation would prevent the Council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996, which requires local authorities to provide interim accommodation to applicants who may be homeless, eligible, and in priority need. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the council retains the ability to respond swiftly and appropriately. Therefore, this option has been discounted on the grounds that it would expose the authority to unacceptable legal, operational and ethical risks
***Value for Money:** *Explain how the Council will still achieve value for money if the Exemption is agreed.*	The exemption is an interim measure to put governance and contracts in place whilst a full and compliant competitive procurement is completed, demonstrating value for money and ensuring the best possible choice is given to the Council when procuring nightly emergency accommodation – the strategic plan set out in our corporate priorities is to all but eradicate the use of spot purchase accommodation and put in place more cost-effective accommodation for the future.
***Is there a relevant corporate contract for this service/supply/works?**	☐Yes ☒No
***Is there a relevant Framework or Dynamic Purchasing System that could be used for this service/supply/works?**	☐Yes ☒No
If yes, please explain why it is not being used:	
***Corporate Priorities:** *Set out how this decision links to the Council's corporate priorities. Further information is contained within the FAQ document*	**Creating a Sustainable Future City Council** This exemption allows PCC to adopt alternative strategies aimed at reducing Bed and Breakfast expenditures while providing support to households. The goal is to minimize the length of stay for these households in Bed and Breakfast accommodations, ultimately leading to a decrease in overall costs associated with such arrangements. **Places and communities** This exemption allows vulnerable individuals to receive essential support and maintain access to relevant services. Consequently, it ensures that we are effectively aiding vulnerable members of our communities in progressing along their housing pathways.
***Declarations/Conflicts of Interest and Dispensations granted:** *Set out any conflicts of interest declared by any member consulted by the officer in relation to the matter and any*	None.

dispensations granted in relation to the declared conflict.	

EXEMPTION DOCUMENTATION

Data Protection

***Will anyone in this project collect, share or use information about people? Such as service users, employees, customers etc.**	☒Yes ☐No
If you have answered Yes to the above question then please complete all questions in the section below:	
Has a Data Protection Impact Assessment (DPIA) Checklist been completed and sent to the Data Protection Officer? *See FAQ for link to DPIA Checklist form*	☒Yes ☐No
What was the outcome of the Data Protection Impact Assessment Checklist?	Lawful basis to share
Has a full Data Protection Impact Assessment been completed?	☒Yes ☐No ☐N/A (DPO has advised a DPIA is not required)
Have you engaged with Legal Services to include relevant contract clauses on data processing responsibilities?	☐Yes ☒No

Environment

***Has a Carbon Impact Assessment (CIA) been carried out?** *See FAQ for link to CIA form*	☐Yes ☒No
If Yes, what was the outcome of that assessment? *Summarise here the results of your completed Carbon Impact Assessment Form (form to be submitted to the Transport and Environment Team).*	

Supporting Documentation

Supporting Documentation *Please insert supporting documentation here as an object or via a SharePoint link (with view only access permission granted to all PCC/CCC staff). If the document contains confidential or commercially sensitive information then please send through to procurementcontracts@peterborough.gov.uk*	

Exempt Information

***Does this Exemption Report relate to the placement or care of an individual?** *If Yes you will need to complete the Exempt annex on page 6*	☐Yes ☒No
***Does this report contain exempt information?** *If Yes then you will need to complete the exempt annex on the last page and set out why this information is considered exempt*	☐Yes ☒No

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Exempt Annex

This section should be completed if you believe that this Exemption Report contains exempt information	
Why is the information in this report considered exempt? *Please tick one or more options*	This report which is not for publication in accordance with Paragraph 3 of Schedule 12A of Part 1 to the Local Government Act 1972 because The information contained in this Exempt Annex should not be disclosed because the information (please select all relevant answers): ☐Relates to an individual ☐Is likely to reveal the identity of an individual ☐Relates to the financial or business affairs (past or present) of a particular person (including the Council) ☐Relates to any consultation or negotiations, or contemplated consultations or negotiations, in connection with any labour relation matters which are or may be the subject of dispute arising between the Council or a Minister of the Crown, and employees (employed under an employment contract) or office holders of the Council ☐Is in respect of a claim for legal professional privilege in legal proceedings ☐Reveals that the Council proposes to: (i) give under any legislation a notice under which requirements are imposed on a person; or (ii) make an order or direction under any legislation ☐Relates to any action taken or to be taken in connection with the prevention, investigation or prosecution of a crime.
How has the public interest test been applied: *Set out why the information needs to be exempt from disclosure*	It is considered that the need to retain this information as exempt outweighs the public interest in disclosure because: *[Explain here how the public interest has been applied to the information and why the need to withhold it outweighs the public interest in knowing it.]*
Details of the Exempt Information: *Include the exempt information here*	*If this relates to an individual placement or care plan, you must include the following for audit purposes:* *Client number/Mosaic number:* *Individual's initials:* *Individual's date of birth:*

Exemption Report

Exemption Report to Executive Director of Corporate Services and S151 Officer and Director of Governance (or delegated Officer) under Section 4 of the Contract Rules

INTRODUCTION

Report Title:	**Interim Arrangements for Spot Purchase Emergency Accommodation for Homeless Households**
Report Date:	11th Aug 2025
Contract Ref: *Should be provided by your Procurement contact, if not relevant or new contract, please enter N/A*	
Report Ref:	E001365
Date submitted:	26/08/2025
CPV Code:	98341000
Is this a service contained within Schedule 3 of the Public Contracts Regulations 2015?	*This will be populated by the Stage One Approver* ☐Yes ☐No

CONTACT INFORMATION

Lead Officer:	[redacted]
Submitted by:	[redacted]
Legal Contact:	[redacted]
Procurement Contact:	[redacted]
Directorate:	Place & Economy
Department:	Housing Needs
Key Stakeholders: *List those who you would like copied in on approval distribution*	Legal, Procurement Finance

APPROVALS

Do not approve unless document is distributed from Procurementcontracts@peterborough.gov.uk

Stage One Approvals

[redacted]	29.08.25	Approved (caveated with requirement for procurement roadmap to be hyperlinked within report).
Signed (Legal Services)	**Date**	**Commentary**
[redacted]	27/08/2025	Approved
Signed (Strategic Finance)	**Date**	**Commentary**
[redacted]	27/08/2025	Approved
Signed (Procurement)	**Date**	**Commentary**

Stage Two Approval

[redacted]	27/08/25	Approved
Signed (Service Director)	**Date**	**Commentary**

Stage Three Approvals

[redacted]	15/09/2025

Signed (Executive Director of Corporate Services and S151 Officer)	Date

All report fields marked with a red * are mandatory, reports that do not have all mandatory fields completed will be rejected. Please refer to the FAQ for guidance on completing the report.

CONTRACT DETAILS - (Requested Decision)

***Contract to be awarded to:** *(name of supplier)*	[redacted]
***Contract for:** *(describe the service/supplies/works)*	Spot purchased emergency accommodation (nightly) to house homeless households.
***Contract Value (-VAT):**	£38,934.40
***Contract Value (+VAT):**	£48,668
***Estimated Contract Start Date (may be subject to change):**	1st September 2025
***Total Contract Length:** *Include any extension periods included in the contract*	9 months (contract to expire on 31 May 2026) This is a strictly time limited arrangement until the competitively procured service contracts commence (estimated no later than 1 June 2026).
***Cost Centre that will be used for this contract:**	PA3300

FINANCE

***Account Code:** *Account code needs to be 6 or 11 digits - starting with A or C*	A44080
***Cost Centre:** *6 digits code can be a combination of numbers and letters*	PA3300
***Analysis Code:**	n/a
***Please specify the funding source:** *I.e. revenue budget, capital programme, grant, reserves*	Core budget

AGGREGATION AND HISTORICAL CONTRACT INFORMATION

***Is this a service/supply contract which is regular in nature (commissioned more than once across the Council)?**	☒Yes ☐No
***If yes, then please provide details of the value (including VAT and excluding VAT) of all contracts awarded in the last 12 months relating to services/supplies of this type (with all suppliers).** *Please see FAQ document*	[redacted] £147,525
***Has this been purchased before?**	☒Yes ☐No
If you have answered Yes to the above question then please complete all questions in the section below:	
Which supplier currently provides this service/supply?	[redacted]
How long has the arrangement with the current supplier been in place?	There is no governance or contract authorising the existing arrangement, however the Council has been purchasing nightly ad hoc emergency accommodation since 2013.

Was a procurement/competition carried out at any time to appoint the current supplier? *Please explain how the current supplier was appointed (e.g. by a framework, by directly awarding without competition etc.).*	No.
Please provide details of the cumulative spend with the supplier to date (including and excluding VAT) for this service/supply over the lifetime of such arrangement: *Do not include the value of the contract now being requested in this exemption report*	£690,788.00
Please provide any previous Governance reference number:	No governance.

SUPPLIER DETAILS

***Supplier Name:** *Include any trading as name*	[redacted]
***Supplier Registration Number:** *If applicable, can be found on Companies House / Charity Register / N/A for sole trader and some other entities (if in doubt of legal entity, please contact legal services)*	[redacted]
***Has the Supplier published an up to date Modern Slavery statement, if required by law to do so?**	☐Yes ☐No ☒Not Applicable
***Has the Supplier been screened for modern slavery purposes?** *Please see the FAQ document for details. This must be done provided it is reasonable and proportionate to do so*	☐Yes ☒No
If yes to the above, did any issues relating to modern slavery arise? *If Yes, please contact Legal Services with details*	☐Yes ☐No

EXEMPTION INFORMATION

***Background Information** *Provide background details to the Report*	This report sets out the intention to put in place interim governance and contract, in respect of flexible spot purchase emergency accommodation, pending the implementation of a full and compliant procurement process that aims to set up a framework under the Procurement Act 2023, and shall enable the Council to provide flexible spot purchased emergency accommodation to meet its statutory homelessness duties. Under the Housing Act 1996 (as amended by the Homelessness Reduction Act 2017), the Council has a statutory duty to provide temporary accommodation to certain households who present as homeless. Suspending access to emergency accommodation would prevent the council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. The interim contract will be in place for a strictly time limited period of nine months (1 September 2025 to 31 May 2026) to allow sufficient time to undertake a full and compliant procurement exercise under the Procurement Act 2023. The procurement is underway with the following estimated timescales: Preliminary Market Engagement - November 2025 Invitation to Tender – February 2026

	Cabinet Approval – April 2026 Standstill Period – May 2026 Contract Go-Live – June 2026 The procurement roadmap is embedded within this report: Procurement Timeline - DN781533 V1.0.xlsx To meet its statutory duty, the Council utilises a range of accommodation types, including hostels, self-contained units, and leased properties. However, there are occasions when these options are either at full capacity or unsuitable due to specific risks associated with individual cases. In such instances the use of spot-purchase temporary accommodation supports the Council to ensure it can continue to meet its legal obligations. Historically, the Council has worked with several providers to deliver spot-purchase emergency temporary accommodation, and the arrangements have enabled the Council to fulfil its statutory responsibilities under the Housing Act 1996 (as amended by the Homelessness Reduction Act 2017) to provide temporary accommodation to certain households who present as homeless. Whilst this exemption report shall authorise spend for an interim period of contract only, the report acknowledges the historic cumulative spend which has been awarded to this contractor without governance, formal contract, nor compliance with contract rules or procurement legislation. In mitigation, the Council can demonstrate that a competitive procurement is underway to procure a compliant long-term arrangement for the temporary accommodation provision. This interim arrangement shall ensure that individuals housed in emergency temporary accommodation are treated fairly and respectfully in accordance with duties required under the Equality act 2010, ensuring recognition of the needs of individuals.
***Reason for Exemption** *Please select one option under the relevant main heading that provides justification for this Exemption Report.* *The section below contains an evidence section for supporting information.*	**SOLE SUPPLIER** – *You want to obtain quotations or tenders from fewer bidders than the Contract Rules require (including a single bidder) because they are the only suppliers which can provide the services or goods or works you want to purchase. Why are they the only supplier which can provide the services/goods/works?* ☐**Option 1: No other suppliers on the market.** You have liaised with Procurement and taken steps which have determined that there are no other suppliers on the market for these services/goods/works (please include the steps taken to determine this within the supporting evidence section). ☐**Option 2: Proprietary goods or services**. Required to complement existing goods or services where no other choice is available i.e. Microsoft. ☐**Option 3: A genuine emergency.** Something which is beyond the Council's control and that can be proved to have been unforeseen i.e. Force Majeure events, meaning that only this supplier can provide the services/goods/works in time. ☐**Option 4: Unforeseen changes.** Relates to our statutory duties or Council priorities. Where a strategic decision has been delayed or changes significantly, meaning that only this supplier can provide the services/goods/works in time. ☒**Option 5: Insufficient time.** Planning work left insufficient time to tender in line with contract rules, meaning that only this supplier can now provide the services/goods/works in time.

	☐**Option 6: Compliant Procurement routes exhausted.** If a DPS or Framework or Corporate Contract is already awarded and in place but not suitable, as this is the only supplier who can provide the services/goods/works. ☐**Option 7: Service user choice.** The service user/recipient of the service has expressed a preference for this supplier (please explain in the supporting information box whether the Council is required to take this preference into account). **EXTENSION/RENEWAL** – *You want to extend or renew an existing contract (with the same supplier) which does not have provision for an extension and where a change of supplier would cause (i) disproportionate technical difficulties and/or (ii) excessive cost; and/or significant disruption to services.* ☐**Option 8: An unavoidable temporary extension or renewal of existing contract.** Arrangement to allow preparation for future competition, in line with a prior agreed strategy. **PARTNERSHIP** – *You are working in partnership with another public body and you are satisfied that their procurement/contract rules have been complied with in the letting of the contract.* ☐**Option 9: Working in partnership with another public body.** The Council is satisfied that the public body's contract rules have been followed in the letting of the contract.
***Supporting Information and Evidence** *Please provide any supporting information and evidence as to why this Exemption is needed.*	Analysis of spot purchase of emergency accommodation shows a significant amount spent in this area without a compliant procurement process having been completed, governance authorising spend or contract(s) governing the arrangements. To correct this moving forward, the Council seeks to authorise spend for a 9-month interim period whilst a competitive procurement is undertaken.
***Alternative Options Considered:** *List alternative options considered and rejected and the reasons for rejection. Do not leave this section blank or put 'None'. There is always an alternative even if it is to do nothing.*	**Option: Maintain Current Approach (Do Nothing)** This option would involve continuing to use spot-purchased placements as an emergency measure to discharge our statutory duties under Section 188 of the Housing Act 1996, in situations where no other suitable accommodation is available, however, this approach has been discounted as it has operated without governance, contracts, or compliance with contract rules or procurement legislation. Continuing without a formal procurement route exposes the Council to risk of challenge on the basis that the Council has acted unlawfully, from a constitutional, contractual and procurement perspective. **Option: Suspend Use of Spot-Purchased Placements Until Completion of Formal Procurement.** This option would involve halting the use of spot-purchased temporary accommodation until a compliant procurement process has been completed and contracts are in place. However, this approach is not viable. Suspending access to emergency accommodation would prevent the council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996, which requires local authorities to provide interim accommodation to applicants who may be homeless, eligible, and in priority need. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent

	nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. Therefore, this option has been discounted on the grounds that it would expose the authority to unacceptable legal, operational and ethical risks.
***What alternative plan is in place should this exemption be rejected:** *There is no guarantee that the Exemption Report will be approved. An alternative plan is required.*	There are very limited options for an alternative plan – Realistically This would involve halting the use of spot-purchased temporary accommodation until a compliant procurement process has been completed and contracts are in place. However, this approach is not viable. Suspending access to emergency accommodation would prevent the Council from fulfilling its statutory obligations under Section 188 of the Housing Act 1996, which requires local authorities to provide interim accommodation to applicants who may be homeless, eligible, and in priority need. The duty to provide suitable accommodation is immediate and unavoidable. Failure to act could result in significant legal and reputational risks, including judicial review, ombudsman complaints, or compensation claims, particularly where vulnerable individuals or families with children are left without accommodation. Given the unpredictable and urgent nature of homelessness presentation, it is essential that the Council retains the ability to respond swiftly and appropriately. Therefore, this option has been discounted on the grounds that it would expose the authority to unacceptable legal, operational and ethical risks.
***Value for Money:** *Explain how the Council will still achieve value for money if the Exemption is agreed.*	The exemption is an interim measure to put governance and contracts in place whilst a full and compliant competitive procurement is completed, demonstrating value for money and ensuring the best possible choice is given to the Council when procuring nightly emergency accommodation – the strategic plan set out in our corporate priorities is to all but eradicate the use of spot purchase accommodation and put in place more cost-effective accommodation for the future.
***Is there a relevant corporate contract for this service/supply/works?**	☐Yes ☒No
***Is there a relevant Framework or Dynamic Purchasing System that could be used for this service/supply/works?**	☐Yes ☒No
If yes, please explain why it is not being used:	
***Corporate Priorities:** *Set out how this decision links to the Council's corporate priorities. Further information is contained within the FAQ document*	**Creating a Sustainable Future City Council** This exemption allows PCC to adopt alternative strategies aimed at reducing Bed and Breakfast expenditures while providing support to households. The goal is to minimize the length of stay for these households in Bed and Breakfast accommodations, ultimately leading to a decrease in overall costs associated with such arrangements. **Places and communities** This exemption allows vulnerable individuals to receive essential support and maintain access to relevant services. Consequently, it ensures that we are effectively aiding vulnerable members of our communities in progressing along their housing pathways.
***Declarations/Conflicts of Interest and Dispensations granted:** *Set out any conflicts of interest declared by any member consulted by the officer in relation to the matter and any dispensations granted in relation to the declared conflict.*	None.

EXEMPTION DOCUMENTATION

Data Protection

***Will anyone in this project collect, share or use information about people? Such as service users, employees, customers etc.**	☒Yes ☐No
If you have answered Yes to the above question then please complete all questions in the section below:	
Has a Data Protection Impact Assessment (DPIA) Checklist been completed and sent to the Data Protection Officer? *See FAQ for link to DPIA Checklist form*	☒Yes ☐No
What was the outcome of the Data Protection Impact Assessment Checklist?	Lawful basis to share
Has a full Data Protection Impact Assessment been completed?	☒Yes ☐No ☐N/A (DPO has advised a DPIA is not required)
Have you engaged with Legal Services to include relevant contract clauses on data processing responsibilities?	☐Yes ☒No

Environment

***Has a Carbon Impact Assessment (CIA) been carried out?** *See FAQ for link to CIA form*	☐Yes ☒No
If Yes, what was the outcome of that assessment? *Summarise here the results of your completed Carbon Impact Assessment Form (form to be submitted to the Transport and Environment Team).*	

Supporting Documentation

Supporting Documentation *Please insert supporting documentation here as an object or via a SharePoint link (with view only access permission granted to all PCC/CCC staff). If the document contains confidential or commercially sensitive information then please send through to procurementcontracts@peterborough.gov.uk*	

Exempt Information

***Does this Exemption Report relate to the placement or care of an individual?** *If Yes you will need to complete the Exempt annex on page 6*	☐Yes ☒No
***Does this report contain exempt information?** *If Yes then you will need to complete the exempt annex on the last page and set out why this information is considered exempt*	☐Yes ☒No

Please send completed Exemption Reports to procurementcontracts@peterborough.gov.uk for distribution to signatories.

Exempt Annex

This section should be completed if you believe that this Exemption Report contains exempt information	
Why is the information in this report considered exempt? *Please tick one or more options*	This report which is not for publication in accordance with Paragraph 3 of Schedule 12A of Part 1 to the Local Government Act 1972 because The information contained in this Exempt Annex should not be disclosed because the information (please select all relevant answers): ☐Relates to an individual ☐Is likely to reveal the identity of an individual ☐Relates to the financial or business affairs (past or present) of a particular person (including the Council) ☐Relates to any consultation or negotiations, or contemplated consultations or negotiations, in connection with any labour relation matters which are or may be the subject of dispute arising between the Council or a Minister of the Crown, and employees (employed under an employment contract) or office holders of the Council ☐Is in respect of a claim for legal professional privilege in legal proceedings ☐Reveals that the Council proposes to: (i) give under any legislation a notice under which requirements are imposed on a person; or (ii) make an order or direction under any legislation ☐Relates to any action taken or to be taken in connection with the prevention, investigation or prosecution of a crime.
How has the public interest test been applied: *Set out why the information needs to be exempt from disclosure*	It is considered that the need to retain this information as exempt outweighs the public interest in disclosure because: *[Explain here how the public interest has been applied to the information and why the need to withhold it outweighs the public interest in knowing it.]*
Details of the Exempt Information: *Include the exempt information here*	*If this relates to an individual placement or care plan, you must include the following for audit purposes:* *Client number/Mosaic number:* *Individual's initials:* *Individual's date of birth:*