



## **CABINET**

**2PM, WEDNESDAY, 29<sup>TH</sup> MAY 2024**

**MULTI-LOCATION MEETING –  
COUNCIL CHAMBER PORT TALBOT AND MICROSOFT TEAMS**

**ALL MOBILE TELEPHONES TO BE SWITCHED TO SILENT FOR THE  
DURATION OF THE MEETING**

### **Webcasting/Hybrid Meetings:**

This meeting may be filmed for live or subsequent broadcast via the Council's Internet Site. By participating you are consenting to be filmed and the possible use of those images and sound recordings for webcasting and/or training purposes.

### **Part 1**

1. Appointment of Chairperson
2. Chairpersons Announcement/s
3. Declarations of Interest
4. Minutes from the previous meeting of Cabinet (*Pages 5 - 8*)
5. Minutes of previous meetings of: (*Pages 9 - 24*)
  - Environment, Regeneration and Streetscene Services Cabinet Board held on the 19<sup>th</sup> April 2024
  - Education, Skills and Wellbeing Cabinet Board held on the 25<sup>th</sup> April 2024
  - Social Services, Housing and Community Safety Cabinet

Board held on the 18<sup>th</sup> April 2024

- Cabinet Policy and Resources Sub Committee held on the 9<sup>th</sup> April 2024
6. Public Question Time  
Questions must be submitted in writing to Democratic Services, [democratic.services@npt.gov.uk](mailto:democratic.services@npt.gov.uk) no later than noon two working days prior to the meeting. Questions must relate to items on the agenda. Questions will be dealt with in a 10 minute period.
  7. Establishment of a Joint Committee with Pembrokeshire County Council in respect of Celtic Freeports (*Pages 25 - 76*)
  8. Appointment of a Senior Coroner for Swansea and Neath Port Talbot (*Pages 77 - 86*)
  9. Hackney Carriage ("Taxi") Fare Increase (*Pages 87 - 98*)
  10. Urgent Items  
Any urgent items (whether public or exempt) at the discretion of the Chairperson pursuant to Regulation 5(4)(b) of Statutory Instrument 2001 No. 2290 (as amended).
  11. Access to Meetings - Exclusion of the Public (*Pages 99 - 104*)  
To resolve to exclude the public for the following items pursuant to Regulation 4 (3) and (5) of Statutory Instrument 2001 No. 2290 and the relevant exempt paragraphs 14 of Part 4 of Schedule 12A to the Local Government Act 1972.
  12. Proposed Easement in Perpetuity - Pontardawe Retail Park (*Pages 105 - 122*)

**K.Jones**  
**Chief Executive**

**Civic Centre**  
**Port Talbot**

**Wednesday, 22 May 2024**

**Cabinet Members:**

Councillors. S.K.Hunt, S.A.Knoyle, N.Jenkins, J.Hurley, S.Harris,  
J.Hale, A.Llewelyn, W.F.Griffiths, S.Jones and C.Phillips

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## EXECUTIVE DECISION RECORD

### CABINET

8 MAY 2024

#### **Cabinet Members:**

Councillors: A.Llewelyn (Chairperson) S.A.Knoyle, N.Jenkins, J.Hurley, J.Hale W.F.Griffiths, S.Jones and C.Phillips

#### **Officers in Attendance:**

K.Jones, A.Jarrett, N.Pearce, N.Daniel, H.Jones, C.Griffiths, C.Saunders, C.Barnard, D. Evans, A.Thomas, P.Chivers and T.Davies

**Scrutiny Chairperson:** Councillor P.Rogers

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#### 1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Councillor A.Llewelyn be appointed as Chairperson for the meeting.

#### 2. **CHAIRPERSONS ANNOUNCEMENTS**

The Chair welcomed all to the meeting.

#### 3. **DECLARATIONS OF INTEREST**

No declarations of interest were received.

#### 4. **MINUTES OF PREVIOUS MEETING**

That the minutes of the previous meeting of Cabinet, held on the 17 April 2024, be agreed as an accurate record.

5. **PUBLIC QUESTION TIME**

No public questions were received.

6. **PONTARDAWE SWIMMING POOL**

Members discussed the amendment proposed by the earlier Scrutiny Committee, which suggested the following additional wording be added to the end of Recommendation 4:

*‘...and to make a commitment, when resources allow, that a pool which serves the whole of the upper Swansea, Amman and Llynfell Valleys be built.’*

Cabinet Members thanked the Scrutiny Committee for their input but chose not to adopt the amendment.

**Decisions:**

That having due regard to the integrated impact assessment:

1. The current status of Pontardawe Swimming Pool, and the reasoning for action to be taken on the grounds of health and safety obligations on the part of the Council, be noted.
2. A planned closure of the Pontardawe Swimming Pool by the end of August 2024, subject to any closure that is required in the shorter term to meet health and safety obligations, be approved.
3. Delegated authority be granted to the Head of Leisure, Tourism, Heritage and Culture, in consultation with the Cabinet Member for Nature, Tourism and Wellbeing, to embark on a programme of engagement with service users and neighbouring authorities to explore avenues of supporting ongoing access to swimming facilities.
4. Delegated authority be granted to the Head of Leisure, Tourism, Heritage and Culture in consultation with the Cabinet Member for Nature, Tourism and Wellbeing, to commission a feasibility study to investigate options for a future site, and potential funding for a replacement facility.

5. Delegated authority be granted to the Director of Environment and Regeneration in consultation with the Cabinet Member for Nature, Tourism and Wellbeing, to undertake the demolition of the Pontardawe Swimming Pool.
6. The projected savings arising from the closure of the facility, be utilised, over a two year period, to fund the recommendations included within this proposal.

**Reason for Decisions:**

To ensure compliance with health and safety obligations associated with the users and staff at Pontardawe Swimming Pool, to agree arrangements for the commissioning of a feasibility study for a replacement facility, and to seek approval for the demolition of Pontardawe Swimming Pool.

**Implementation of Decisions:**

The decisions will be implemented after the three day call in period.

**Consultation:**

This decisions were taken on the grounds of public safety. Extended engagement with existing service users will take place as part of the process to accommodate as much as possible at other NPT sites. Celtic Leisure are aware of the potential closure and will be instrumental in managing the staff communications and programming changes at Neath Leisure Centre.

7. **ESTABLISHMENT OF A JOINT COMMITTEE WITH PEMBROKESHIRE COUNTY COUNCIL IN RESPECT OF CELTIC FREEPORT**

**Decision:**

This item was removed from consideration at today's meeting.

8. **URGENT ITEMS**

No urgent items were received.

**CHAIRPERSON**



## EXECUTIVE DECISION RECORD

### ENVIRONMENT, REGENERATION AND STREETSCENE SERVICES CABINET BOARD

19 APRIL 2024

#### **Cabinet Members:**

Councillors: J.Hurley and S.Jones (Chairperson)

#### **Officers in Attendance:**

S.Brennan, D.Griffiths, J.Stevens, Mrs.J.Davies, A.Phillips, B.Suddell, T.Rees and C.Plowman

#### **Scrutiny Invitees:**

Councillors: S.Pursey and R.Wood

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#### 1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Councillor S.Jones be appointed as Chairperson for the meeting.

#### 2. **CHAIRPERSONS ANNOUNCEMENT/S**

The Chairperson welcomed everyone to the meeting.

#### 3. **DECLARATIONS OF INTEREST**

There were no declarations of interests received.

#### 4. **MINUTES OF PREVIOUS MEETING**

The minutes of the meeting held on 22 March 2024 were approved as an accurate record.

#### 5. **PUBLIC QUESTION TIME**

No questions were received.

6. **SHARED PROSPERITY FUNDED (SPF) BUSINESS ANCHOR PROJECT - ENHANCE BUSINESS SUPPORT FOR GROWTH AND INNOVATION - UPDATE**

**Decision:**

That the report be noted.

7. **SOUTH WEST WALES CORPORATE JOINT COMMITTEE - REGIONAL TRANSPORT PLAN - CASE FOR CHANGE - UPDATE**

**Decision:**

That the report be noted.

8. **NEATH PORT TALBOT LOCAL AREA ENERGY PLAN**

**Decision:**

That the report be noted.

9. **TRAFFIC REGULATION ORDER - B4603 YNYSMEUDWY ROAD AND CLOS NANT DDU PONTARDAWE (PROHIBITION OF WAITING, LOADING OR UNLOADING AT ANY TIME) AND (SPEED CUSHIONS) ORDER 2024**

**Decision:**

That having had due regard to the integrated impact assessment:

- That the objections be upheld in part to the B4603 Ynysmeudwy Road and Clos Nant Ddu, Pontardawe (Prohibition of Waiting, Loading or Unloading At Any Time) and (Speed Cushions) Order 2024 (as detailed in Appendix A to the circulated report)
- That the revised scheme (as detailed in Appendix B to the circulated report) be consulted upon
- That the objectors will be informed of the decision accordingly

**Reason for Decision:**

The proposed traffic regulation orders / traffic calming measures will facilitate the passage of traffic and help reduce traffic speed in the interest of highway safety.

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ended at 9am, Tuesday 23 April 2024.

10. **LIST OF APPROVED CONTRACTORS**

**Decision:**

That having had due regard to the Integrated Impact Assessment, the List of Approved Contractors be amended as follows:

Companies to be removed from the List of Approved Contractors, for the reasons detailed in the circulated report:

<b><u>Company</u></b>	<b><u>Category</u></b>
Belzona Technosol Ltd (B029)	111
Mitie Roofing Ltd (M024)	17,17A,17B,17C,17D,17E

**Reason for Decision:**

To keep the List of Approved Contractors up to date and as far as possible, ensure a competitive procurement process.

These recommendations to be adopted for the purpose of supplying a List of Approved Contractors for invitation to tender within the relevant category.

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ended at 9am, Tuesday 23 April 2024.

11. **CORPORATE ASSET MANGEMENT PLAN 2024-2029**

**Decision:**

That having had due regard to the first stage Integrated Impact Assessment, the adoption of the Corporate Asset Management Plan 2024-2029 be approved.

**Reason for Decision:**

The Corporate Asset Management Plan was noted to be a key document that supports the council's management of its operational and non-operational assets and will supersede the Strategic Asset Management Plan (2016-2021).

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ended at 9am, Tuesday 23 April 2024.

12. **URGENT ITEMS**

There were no urgent items received.

13. **ACCESS TO MEETINGS - EXCLUSION OF THE PUBLIC**

**Decision:**

That the public be excluded from the meeting during consideration of the following item of business on the grounds that it involved the likely disclosure of exempt information as set out in Paragraph 14 of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 subject to the Public Interest Test (where appropriate) being applied.

14. **PROPOSED DISPOSAL OF RESIDENTIAL DEVELOPMENT LAND AT BLAENBAGLAN (EXEMPT UNDER PARAGRAPH 14)**

**Decision:**

That having had due regard to the first stage Integrated Impact Assessment:

- That the Head of Property and Regeneration be authorised to engage exclusively with the highest bidder for a period of six months. That a further report be made to Members setting out any changes (if any) to the original bid.
- That if the updated bid is lower than what the Head of Property & Regeneration is prepared to recommend to Board or becomes lower than the second highest bidder, then the Head of Property & Regeneration negotiate with the second, third and fourth highest bidders to obtain final offers to present to Board.

**Reason for Decision:**

The disposal of the property will bring forward a much needed residential development and will provide the Council with a capital receipt and remove any future maintenance responsibility.

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ended at 9am, Tuesday 23 April 2024.

15. **PROPOSED RENEWAL OF THE LEASE TO THE COUNCIL OF THE PUBLIC LIBRARY ON THE FIRST FLOOR OF ABERAVON SHOPPING CENTRE, PORT TALBOT (EXEMPT UNDER PARAGRAPH 14)**

**Decision:**

That having had due regard to the first stage Integrated Impact Assessment, the terms and conditions for the new Lease on the terms set out in the circulated report, be approved.

**Reason for Decision:**

To ensure the Council can continue to provide a public library to the local Neath Port Talbot community and provide vital educational, environmental and cultural services.

**Implementation of Decision:**

The decision will be implemented after the three day call in period, which ended at 9am, Tuesday 23 April 2024.

**CHAIRPERSON**

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**EXECUTIVE DECISION RECORD**

**25 APRIL 2024**

**EDUCATION, SKILLS & WELLBEING CABINET BOARD**

**Cabinet Members:**

Councillors: J.Hurley, N.Jenkins (Chairperson) and C.Phillips

**Officers in Attendance:**

R.Crowhurst, H.Lervy, C.Millis and C.Saunders, S. Griffiths, Z. Ashton, T. Davies, S. McCluskie and P. Chivers

**Scrutiny Chairperson:**

Councillor R. Phillips.

1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Cllr N Jenkins be appointed as Chairperson.

2. **CHAIRPERSONS ANNOUNCEMENT/S**

Cllr Jenkins welcomed all to the meeting.

3. **DECLARATIONS OF INTEREST**

There were no declarations received.

4. **MINUTES OF PREVIOUS MEETINGS**

That the minutes of the previous meetings held on the 13<sup>th</sup> and 14<sup>th</sup> of March be approved as an accurate account.

5. **PUBLIC QUESTION TIME**

No public questions were received.

6. **CHILDREN AND YOUNG PEOPLES PLAN AND EARLY YEARS STRATEGY**

**Decision:**

That the Children and Young Peoples Plan and Early Years Strategy be formally adopted.

**Reason for Decision:**

To ensure that all children and young people have the best start in life.

**Implementation of Decision:**

That the decision will be implemented following the three-day call-in period, which ended at 9.00am on Monday 29<sup>th</sup> April 2024.

**Consultation:**

This item has been subject to external consultation.

7. **EDUCATION, LEISURE AND LIFELONG LEARNING STRATEGIC DIRECTORATE PLAN**

**Decision:**

That the Education, Leisure, and Lifelong Learning Strategic Directorate Plan be noted.

8. **URGENT ITEMS**

No urgent items were received.

**CHAIRPERSON**



**EXECUTIVE DECISION RECORD**

**SOCIAL SERVICES, HOUSING AND COMMUNITY SAFETY CABINET BOARD**

**18 APRIL 2024**

**Cabinet Members:**

Councillors: J.Hale, S.Harris and A.Llewelyn

**Officers in Attendance:**

A.Jarrett, C.Howard, A.Thomas, K.Warren, N.Jones and A.Thomas

**Scrutiny Invitees:**

Councillor C.Galsworthy and H.C.Clarke

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1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Councillor Hale be appointed Chairperson of the meeting.

2. **CHAIRPERSONS ANNOUNCEMENT/S**

There were none.

3. **DECLARATIONS OF INTEREST**

There were none.

4. **MINUTES OF PREVIOUS MEETING**

The minutes of the 21<sup>st</sup> March 2024, were approved.

5. **PUBLIC QUESTION TIME**

No questions from the public were received.

6. **ENGAGEMENT & PARTICIPATION ANNUAL REPORT**

**Decision:**

That the report be noted.

7. **ANNUAL COMPLAINTS REPORT**

**Decision:**

That the report be noted.

8. **POLICY ON RENT AND SERVICE CHARGE ARREARS PREVENTION AND RECOVERY**

**Decision**

That having due regard to the integrated impact assessment, it is recommended that the Council implement a Rent and Service Charge Arrears Prevention and Recovery Policy.

9. **GRANT ARRANGEMENTS FOR THE PROVISION OF WARM AND WELCOMING SPACES SPF SUSTAINABLE COMMUNITIES GRANT FUNDING**

**FOR IMMEDIATE IMPLEMENTATION**

That the Head of Adult Services be granted delegated authority to award monies, comprising the Shared Prosperity Fund, Sustainable Communities Growth Fund, and enter into grant agreements with organisations whose applications for warm and welcome spaces funding, has been evaluated as best meeting the grant application requirements.

10. **URGENT ITEMS**

There were none.

11. **ACCESS TO MEETINGS - EXCLUSION OF THE PUBLIC**

12. **CONTRACTUAL ARRANGEMENTS FOR THIRD SECTOR AND NON-REGULATORY SERVICES FUNDED BY SOCIAL SERVICES, HEALTH AND HOUSING**

**Decision**

That the report be noted.

13. **2024/25 CONTRACTUAL ARRANGEMENTS FOR A RANGE OF SERVICES FUNDED THROUGH THE HOUSING SUPPORT GRANT**

**Decision**

That the report be noted.

14. **COMMISSIONING OF A DISABILITY RESIDENTIAL AND SUPPORTED LIVING FRAMEWORK**

**Decision**

1. That the undertaking of a procurement exercise to commission a Framework for Disability Residential and Supported Living Providers be approved.
2. Following the procurement process, the Head Adult Services to be granted delegated authority to enter into a contract with the winning bidders.

**CHAIRPERSON**

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**EXECUTIVE DECISION RECORD**  
**CABINET (POLICY AND RESOURCES) SUB COMMITTEE**

**9 APRIL 2024**

**Cabinet Members:**

Councillors: S.K.Hunt (Chairperson), S.A.Knoyle and A.Llewelyn

**Officers in Attendance:**

N.Daniel, H.Jones, C.Owen, A.Thomas and T.Davies

**Scrutiny Chairperson:** Councillor P.Rogers

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1. **APPOINTMENT OF CHAIRPERSON**

Agreed that Councillor S.K.Hunt be appointed Chairperson for the meeting.

2. **CHAIRPERSONS ANNOUNCEMENT/S**

The Chair welcomed all to the meeting.

3. **DECLARATIONS OF INTEREST**

No declarations of interest were received.

4. **MINUTES OF PREVIOUS MEETING**

That the minutes of the previous meeting, held on 20 February 2024, be approved.

5. **PUBLIC QUESTION TIME**

No public questions were received.

6. **COUNCIL TAX AND BUSINESS RATES COURT COSTS 2024-2025**

**Decision:**

That the costs charged in relation to court action in the recovery of Council Tax and Business Rates for 2024/25, be agreed as follows:

Council Tax

On the issue of a summons - £45.00

On the granting of a liability order - £20.00

Business Rates

On the issue of a summons - £41.00

On the granting of a liability order - £29.00

**Reason for Decision:**

To allow for the relevant costs be to charge in the issuing of a summons and obtaining a liability order.

**Implementation of Decision:**

The decision will be implemented after the three day call in period.

7. **NEATH PORT TALBOT CYBER SECURITY STRATEGY UPDATE 2024**

**Decision:**

That continued support be given for the Neath Port Talbot Council Cyber Security Strategy and action plan, as set out at Appendix 1 and Appendix 2 to the circulated report.

**Reason for Decision:**

To continue to support an ongoing Strategy.

**Implementation of Decision:**

The decision will be implemented after the three day call in period.

8. **ACCESS TO MEETINGS - EXCLUSION OF THE PUBLIC**

**RESOLVED:** That pursuant to Regulation 4 (3) and (5) of Statutory Instrument 2001 No. 2290, the public be excluded for the following item of business which involved the likely disclosure of exempt information as defined in Paragraph 14 of Part 4 of Schedule 12A of the Local Government Act 1972.

9. **WRITE OFF OF DEBTS (EXEMPT UNDER PARAGRAPH 14)**

**Decision:**

That the debtor write offs, detailed at Appendix 1 to the private, circulated report, be agreed.

**Reason for Decision:**

To enable the Council to write off irrecoverable accounts.

**Implementation of Decision:**

The decision will be implemented after the three day call in period.

**CHAIRPERSON**

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## NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

### Cabinet

29<sup>th</sup> May 2024

### Report of the Chief Executive – Mrs Karen Jones

#### Matter for Decision

**Wards Affected:** All Wards

#### **Establishment of a Joint Committee with Pembrokeshire County Council in respect of Celtic Freeport**

#### **Purpose of the Report**

To seek authority for Neath Port Talbot County Borough Council (“the Council”) to enter into an agreement establishing a Joint Committee with Pembrokeshire County Council in respect of Celtic Freeport.

#### **Executive Summary**

A key principle of the Freeport programme is that decisions will be made via a process and structure that preserves both the public-private 'dual key' approach, ensuring democratic accountability for the expenditure of public funds.

Investments will be identified via (a) an external call for proposals and (b) the generation by the local authorities and the Celtic Freeport Company of their own proposals. The purpose of (b) is to ensure that consideration is given to schemes that:

- enable the achievement of fair and equitable balance in the investment profile,
- could contribute to the Freeport’s objectives but have not necessarily been identified by external parties, and/or
- are designed to address funding gaps or ‘gear-in’ opportunities for further funding from other sources such as, but not limited to, Government grant programmes.

The promoters of potential schemes which are deemed eligible will be asked to develop a short-form business case which will include all the information needed to enable evaluation. Amongst the information required from project promoters, they will be required to demonstrate:

- any potential impact on people of protected characteristics, and if there are any, the associated mitigations,
- consistency with the requirements of the Well-being of Future Generations Act,
- the expected impact on carbon emissions and the contribution to the Freeport's objectives for supporting the transition to Net Zero, and
- how project promoters will comply with Fair Work practices.

Celtic Freeport Company will then make recommendations to a Joint Committee established by this Council and Pembrokeshire County Council.

The role of the Joint Committee will be to ensure proper democratic accountability for the allocation of public funds, including ensuring compliance with Subsidy Control regulations and value for money. The Joint Committee is proposed to be able to either approve or reject proposals from the Celtic Freeport Company, but not amend them. Funds will only be released if authorised by the Joint Committee. The Joint Committee will therefore provide the decision-making process for determining the schemes that the capacity funding, retained non domestic rates, seed capital funding and any additional funds made available to the Celtic Freeport should be reinvested into.

## **Background**

The Outline Business Case submitted prior to Christmas is currently being appraised by UK and Welsh Government and following a process of informal being undertaken, it is anticipated that the Outline Business Case will be approved in the Spring.

The Celtic Freeport is a partnership arrangement involving long term financial arrangements that accordingly needs strong governance.

The Welsh Government Freeport guidance identifies a number of requirements in relation to establishing a governance model. These include:

- A detailed statement of the long-term governance arrangements for the Freeport (including key governance documents), why these are appropriate, and how they will evolve over time as needed.
- A clear statement of any changes to the arrangements set out in the OBC.
- A clear and well justified schedule of delegation, allocating of accountability and delivery responsibility for each element of the Freeport proposal.
- Evidence of appropriate memberships for the governance body, subcommittees, and delivery teams, with clear and well justified roles and responsibilities for all key stakeholders (including private and public
- Evidence that the necessary expertise will be available to facilitate effective Freeport delivery, including how this will be recruited, developed, and, if appropriate, contracted.
- Clear timescales and processes for changes to governance and management arrangements, including recruitment and any plans for incorporation.

## Celtic Freeport

The Council and Pembrokeshire County Council have worked alongside Milford Haven Port Authority (“MHPA) and Associated British Ports (“ABP”), to develop a single Freeport bid that builds on collaboration through, for example, the Swansea Bay City Deal and the South-West Wales Corporate Joint Committee, and best harnesses the clear synergies and collaboration between the two ports, most notably in working together to deliver the significant opportunity of floating offshore wind in the Celtic Sea.

The Freeport represents a strategy to catalyse investment and development around the two ports, both of which are critical yet underutilised national assets. This development includes capital-intensive investments that are best placed to take advantage of the specific package of tax measures afforded by a Freeport, such as:

- the floating offshore wind (FLOW) manufacturing and lifecycle cluster that is central to ensuring UK content for the Government’s decarbonisation and energy security strategies, and which can only happen here,
- other zero-carbon industries (e.g. hydrogen),
- advanced manufacturing, and
- new innovative technologies (e.g. sustainable aviation fuel).

Subject to the development and approval of a business case, the Freeports will each receive up to £26 million of Government funding. This is on top of a range of measures, including locally retained business rates to upgrade local infrastructure and stimulate regeneration. Businesses locating in these Freeports will be able to take advantage of generous tax reliefs and a simplified customs procedure, as well as a package of trade and innovation support.

Freeport benefits, including the seed capital of £25million and the £1 million revenue contribution to the business case development will only be unlocked by presenting investment proposals to governments in line with HM Treasury Green book. Some benefits are unlocked at the OBC and the remainder at the Full Business Case stage (“FBC”).

#### Creation of a Joint Committee

A key principle of the non domestic rate programme is that decisions will be made via a process and structure that preserves both the public-private 'dual key' approach, ensuring democratic accountability for the expenditure of public funds.

Celtic Freeport Company will be responsible for developing and putting forward proposals for the allocation of non domestic rate revenue. The company governance structure proposed will provide for the Council’s nominee to be represented on the appropriate committees that will be considering these matters.

Investments will be identified via (a) an external call for proposals and (b) the generation by the local authorities and the Celtic Freeport Company of their own proposals. The purpose of (b) is to ensure that consideration is given to schemes that:

- enable the achievement of fair and equitable balance in the investment profile,
- could contribute to the Freeport's objectives but have not necessarily been identified by external parties, and/or
- are designed to address funding gaps or 'gear-in' opportunities for further funding from other sources such as, but not limited to, Government grant programmes.

The promoters of potential schemes which are deemed eligible will be asked to develop a short-form business case which will include all the information needed to enable evaluation. Amongst the information required from project promoters, they will be required to demonstrate:

- any potential impact on people of protected characteristics, and if there are any, the associated mitigations,
- consistency with the requirements of the Well-being of Future Generations Act,
- the expected impact on carbon emissions and the contribution to the Freeport's objectives for supporting the transition to Net Zero, and
- how project promoters will comply with Fair Work practices.

As public funding will be available to entities within the Celtic Freeport Economic Area. To obtain public funding businesses will need to submit an application to the Accountable Body (i.e. this Council) and demonstrate how their proposal furthers the Celtic Freeport Objectives. The Celtic Freeport Company shall decide whether to recommend an award of public funding to a business in accordance with the Investment Policy to the Councils.

To enable the discharge of this role of the Accountable Body, it is proposed that both this Council and Pembrokeshire County Council establish a Joint Committee to oversee the investment of public funding and to ensure the proper democratic allocation of public funding.

The role of the Joint Committee will be to ensure proper democratic accountability for the allocation of public funds, including ensuring compliance with Subsidy Control regulations and value for money. The Joint Committee is proposed to be able to either approve or reject proposals from the Board, but not amend them. Funds will only be released if authorised by the Joint Committee. The Joint Committee will therefore provide the decision-making process for determining the schemes that the retained business rates should be reinvested into.

In addition, successful Freeport designation will open up further funding. This includes £25 million of dedicated Freeport capital seed funding from UK and Welsh Government which will be used to enhance the pace of delivery across the Freeport, and to unlock further public and private sector investment. This will be mainly deployed across key sites for priorities that are primarily focused on transport access,

land remediation and enablement, and other key infrastructure projects. It is also envisaged that some of the seed capital funding is used for skills, innovation, and low carbon projects, which address Freeport related opportunities and challenges. This seed capital will also be considered by the proposed Joint Committee.

A copy of the proposed agreement establishing the Joint Committee is attached at Appendix 1.

The Joint Committee shall have the following functions:

- (a) considering and reviewing project business cases seeking financial support from public funding as recommended to the Joint Committee by the Celtic Freeport Board;
- (b) approving project business cases eligible to receive funding from public funding. The Joint Committee has absolute discretion on whether to approve or reject any project business cases recommended by the Celtic Freeport Board for financial support from public funding;
- (c) reviewing and approving any business plan which includes a profiled statement of spending covering grants awarded to the accountable body from public funding;
- (d) receiving reports from the Celtic Freeport Board relating to project proposals which have not been approved by the Celtic Freeport Board and providing comments and raising questions to the Celtic Freeport Board on such rejected proposals;
- (e) financial management of public funding;
- (f) monitoring the financial impact on public funding and reporting on this to the Councils;
- (g) reviewing, consulting on, approving and monitoring the implementation of the investment policy;
- (h) agreeing the annual costs budget;
- (i) agreeing the terms and conditions of project funding;
- (j) reviewing and consulting on NDR relief policies and any other relevant policies that each Council may be required to develop and adopt in respect of Public Funding; and
- (k) consideration of the Governing Body's budget and forward financial plan in connection with the use of Retained NDR allocation to support the Governing Body's operating costs. Any request for Retained NDR allocation to support such costs cannot be unreasonably withheld or delayed by the Public Funds Committee.

Of the key functions will be to approve the Investment Policy for the Celtic Freeport. The purpose of this policy is to provide a detailed strategy for the use of any retained non-domestic rates revenue, including:

- the criteria projects must meet to be eligible for funding and how these uphold the requirements of legislation, policy and guidance and align with the objectives of any revenue from retained non-domestic rates;
- workstreams and wherever possible, specific projects that will be funded and how these meet the requirements and align with the objectives of any revenue from retained non-domestic rates;
- the overall expected value of retained non-domestic rates profiled over time and an indicative allocation between workstreams and where possible, specific projects.
- any planned borrowing against future income from retained non-domestic rates. This should make clear why borrowing is needed, when it will occur, who will borrow and from whom, and should include a more detailed articulation of how borrowing will take place
- how decisions regarding the use of retained non-domestic rates will be taken and the process for prioritising and selecting projects for funding. This must demonstrate that these arrangements will best equip the Celtic Freeport to realise its objectives.
- where ownership of the policy on the use of retained non-domestic rates within the Celtic Freeport lies and including how and when it will be reviewed and evaluated. This should make clear how the Celtic Freeport governing body will ensure delivery of the policy.
- alongside the rates retention forecasts there should also be a clear 5-year forecast for the estimated cost of non domestic rate relief, factoring in all planned developments that will be eligible for the relief. This relief forecast should align with the rates retention assessment.

The Joint Committee shall comprise six members in total, three from each Council (and including each Council's Leader). It is proposed that the Neath Port Talbot Council representatives be the Leader, the Cabinet Member for Finance, Performance and Social Justice and the Cabinet Member for Climate Change and Economic Growth. Each Council may appoint a deputy for their members on the Joint Committee who may attend meetings as substitutes for the Council's appointed members. No allowances shall be paid for attendance at these meetings.

Each member of the Joint Committee shall have one vote. Decisions of the Joint Committee shall be made by simple majority of those representing a quorum who are present and entitled to vote at the relevant meeting. In the event that votes on any matter being considered by the Joint Committee are tied (**Deadlock**), the relevant matter giving rise to the Deadlock shall be rescheduled as an item agenda to be reconsidered by the Joint Committee at the next available meeting. Prior to such meeting, and where relevant, the Joint shall liaise with the the Celtic Freeport Board to acquire such further information relating to the matter giving rise to the Deadlock as may be reasonably required to try and resolve the Deadlock. If at two successive meetings of the Joint Committee the Public Funds Committee is unable to reach a

decision to resolve any Deadlock, the matter shall be resolved in accordance with dispute resolutions clauses included in the Joint Committee Agreement.

The Chief Executive Officer, Monitoring Officer and Section 151 officer of each of the Councils shall be entitled to attend meetings of the Joint Committee as advisers and shall not have a vote.

It would be proposed that the Joint Committee be serviced by Neath Port Talbot Council as Accountable Body for the Celtic Freeport.

### Scrutiny

A joint overview and scrutiny committee is also proposed to be established to scrutinise the work of the Joint Committee. Both Neath Port Talbot and Pembrokeshire will appoint equal members to the proposed joint scrutiny committee. However, the establishment of a Joint Scrutiny Committee and appointments to it are a function of Council and will therefore be subject to a future report to Full Council. A copy of the Terms of Reference of the Scrutiny Committee are found at Schedule 2 of the Joint Committee Agreement found at Appendix 1.

In summary, the purpose of the Joint Scrutiny Committee shall be performing the overview and scrutiny function for Celtic Freeport Public Funds Joint Committee. For the avoidance of doubt scrutiny of individual Council projects shall be a matter for the relevant Council Scrutiny Committee. It will comprise 4 representatives (appointed by way of political balance) from each of the two Councils. The quorum for meetings of the Joint Scrutiny Committee shall be no less than 4 members, which must include at least 2 members from each Council

### **Financial Implications**

It shall be the role of the Joint Committee to agree the annual costs budget for the administration and work of the Joint Committee and this work is presently ongoing. The purpose will be to cover the costs incurred by officers in resourcing the Joint Committee in the manner stipulated in the agreement.

The Council as the Accountable Body shall prepare accounts for any costs incurred for the financial year, 1 April to 31 March.

All Costs incurred by the Councils in the administration of the Joint Committee shall be funded through retained nondomestic rates which shall be paid by each Council in accordance with the Investment Policy.

It is acknowledged however that during the establishment phase of the Celtic Freeport, this Council along with the other founding partners have funded all necessary activities for the creation of the Celtic Freeport and that such costs will be reimbursed to the from the first year of the retained nondomestic rates during the first year when the non-domestic rate relief receipts exceed £1,000,000.

During the period where this Council and PCC are not realising sufficient retained nondomestic rate receipts; or where any reimbursement results in insufficient retained nondomestic rates, both Councils shall fund the Joint Committee costs in such proportions as the Councils may agree from time to time. The Councils' costs in funding the Annual Costs Budget during such period shall be reimbursed to each Council following the realisation of sufficient retained nondomestic rate receipts to cover such costs.

### **Integrated Impact Assessment**

An Integrated Impact Assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016. An integrated impact assessment is enclosed at Appendix 2, which members are asked to consider as part of determination.

The integrated impact assessment will be further developed as part of the final business case development. The fundamental intent of the bid is to boost economic growth which is expected to impact positively on the socio- economic profile of the area.

### **Workforce Impacts**

There will also be a time commitment for senior officers required to participate in the governance structures. Ongoing consideration of addressing capacity to fulfil these requirements is an ongoing and will be subject to future reports if necessary.

### **Legal Powers**

There are a number of legal powers available to local authorities to facilitate the proposed collaboration and creation of a Joint Committee. These include Sections 101 and 102 of the Local Government Act 1972, the Local Government and Election (Wales) Act 2021, sections 19 and 20 of the Local Government Act 2000, section 9 of the Local Government Wales Measure 2009 and Local Authorities (Goods and Services) Act 1970. 12.

These powers include the ability to delegate functions, the ability for two or more authorities to discharge any of their functions jointly, and where this occurs, to do so via a Joint Committee and the ability to supply administrative professional and technical services jointly.

### **Risk Management**

The financial risks to the Council remain low at present, around the sum of £150,000 to £250,000 as previously advised to members as part of the establishment costs of



the Celtic Freeport. The main impacts are workload impacts on individuals involved in this process which will be subject to ongoing review.

## **Consultation**

The Freeport bid has been developed by the two local authorities, Associated British Ports and Milford Haven Port Authority, working in partnership. Wider consultation has also taken place with a wide range of public and private sector organisations including business networks within the Freeport proposed area.

## **Recommendation**

It is recommended that having due regard to the integrated impact assessment:

- (a) The Chief Executive in consultation with the Leader be granted delegated authority to enter into the Joint Committee Agreement with Pembrokeshire County Council. This is subject only to Pembrokeshire County Council doing likewise taking account of any minor amendments which may prove necessary and do not alter the substance of the document at Appendix 1
- (b) The Leader, the Cabinet Member for Finance, Performance and Social Justice and the Cabinet Member for Climate Change and Economic Growth be appointed as the Neath Port Talbot County Borough Council representatives to the Joint Committee
- (c) That any Cabinet Member be authorised to sit as an alternative representative to the Joint Committee in the absence of the Leader, the Cabinet Member for Finance, Performance and Social Justice and the Cabinet Member for Climate Change and Economic Growth
- (d) Members note a future report to Full Council agreeing the establishment of a Joint Overview and Scrutiny Committee with Pembrokeshire County Council

## **Reason for Decision**

The reason for this report is to agree the establishment of a Joint Committee with Pembrokeshire County Council in respect of the NDR and Seed Capital funding schemes that will be developed.

Freeport status will act as a catalyst for significant economic growth within the locality and the wider region linked to the emerging off-shore wind sector and wider renewables agenda. Celtic Freeport will also support work to decarbonise industry, housing and transport at local regional and national levels helping to meet the net zero carbon targets. Green economic growth will help to address structural issues of poverty and deprivation in the local and regional economy stimulating the local supply chain and increasing the skills and qualifications of the resident population.

## **Implementation of Decision**

The decision is proposed for immediate implementation with the consent of the Chair of the Cabinet Scrutiny Committee.

## **Appendices**

Appendix 1 – Draft Joint Committee Agreement

Appendix 2- Integrated Impact Assessment

### **List of Background Papers**

Cabinet decision of the 21<sup>st</sup> November 2022

Cabinet decision of the 10<sup>th</sup> May 2023

Cabinet decision of the 20<sup>th</sup> December 2023

Cabinet decision of 21<sup>st</sup> February 2024

### **Officer Contact**

Mrs Karen Jones

Chief Executive

Mrs Nicola Pearce

Director of Environment and Regeneration

Mr Huw Jones

Chief Finance Officer

Mr Craig Griffiths

Head of Legal and Democratic Services

DATED

2024

**(1) NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

**and**

**(2) PEMBROKESHIRE COUNTY COUNCIL**

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**AGREEMENT FOR THE ESTABLISHMENT OF A PUBLIC FUNDS COMMITTEE FOR THE  
CELTIC FREEPORT ECONOMIC AREA**

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THIS AGREEMENT IS MADE ON

2024

**BETWEEN:**

- (1) **Neath Port Talbot County Borough Council** of Port Talbot Civic Centre, Port Talbot SA13 1PJ (“**NPTCBC**”); and
- (2) **Pembrokeshire County Council** of County Hall, Haverfordwest, Pembrokeshire SA61 1TP (“**PCC**”),

(each a “**Council**” and together referred to as the “**Councils**”)

**WHEREAS:**

- (A) The Founding Partners have put forward an outline business case to the UK Government and the Welsh Government, supporting designation of a freeport in South West Wales to be known as the Celtic Freeport. The Founding Partners intend that the Celtic Freeport Company Limited will act as the governing body of the Celtic Freeport. It is expected that in short order a Final Business Case will be submitted which will then lead (it is anticipated) to approval and thereafter designation of the Celtic Freeport as a freeport for the purposes of relevant legislation.
- (B) Public Funding will be available to entities within the Celtic Freeport Economic Area. To obtain Public Funding, such entities will need to submit an application to the Governing Body and demonstrate how their proposal furthers the Celtic Freeport Objectives. The Celtic Freeport Board shall decide whether to recommend an award of Public Funding to an entity in accordance with the Investment Policy to the Public Funds Committee.
- (C) The Councils agree to establish a joint committee to be known as the Public Funds Committee to oversee the investment of Public Funding and to ensure the proper democratic allocation of Public Funding. The Public Funds Committee shall have ultimate responsibility for approving or rejecting (but not amending) proposals from the Celtic Freeport Board relating to the investment of Public Funding.
- (D) The Councils have agreed to work together to establish the Public Funds Committee in order to discharge their obligations to one another, the Celtic Freeport and to Government, and to ensure the effective oversight of Public Funding and further the growth of the Celtic Freeport Economic Area.
- (E) The Councils have accordingly agreed to enter into this Agreement to document and regulate their respective rights and obligations to each other and to enable the Councils to work together to establish and to participate in the Public Funds Committee.
- (F) Each Council has passed resolutions at Full Council and Cabinet. NPTCBC passed their resolutions on [DATE] 2024 and [DATE] 2024, respectively, and PCC passed their resolutions on [DATE] 2024 and [DATE] 2024, respectively.
- (G) The Councils acknowledge that they each may pay Public Funding to a project delivery partner for a relevant project in the Celtic Freeport Economic Area.

**IT IS AGREED AS FOLLOWS:**

**1. Interpretation**

1.1 The following definitions and rules of interpretation apply in this Agreement:

<b>“Accountable Body”</b>	NPTCBC or any such body that becomes the accountable body to Government from time to time in respect of the use by the Celtic Freeport of public funds;
<b>“Accountable Body Costs”</b>	the operational and management costs incurred by the Accountable Body in carrying out its role of Accountable Body;
<b>“this Agreement”</b>	this agreement entered into by NPTCBC and PCC;
<b>“Annual Costs Budget”</b>	the approved annual costs budget of the Councils in relation to the payment of any Accountable Body Costs Committee Costs, and any Joint Scrutiny Committee Costs in accordance with this Agreement;
<b>“Applicable Law”</b>	all applicable laws, statutes, regulations, regulatory requirements, guidance and codes of practice in any relevant jurisdiction as amended, updated or replaced from time to time, including the Data Protection Laws;
<b>“Billing Authorities”</b>	Neath Port Talbot County Borough Council and Pembrokeshire County Council;
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
<b>“Capacity Funding”</b>	capacity funding equalling £1 million (or such other sum as agreed between DLUHC, Government and the Accountable Body) provided by DLUHC and/or Government to the Accountable Body to be made

	available to the Governing Body in accordance with the terms of any relevant agreement or letter;
<b>“Celtic Freeport”</b>	the special economic freeport zone to be designated in South-West Wales in response to the Freeport prospectus issued in September 2022 by Government as described in the Celtic Freeport Full Business Case to be approved by the Celtic Freeport Board;
<b>“Celtic Freeport Board”</b>	the board of directors of the Governing Body from time to time;
<b>“Celtic Freeport Economic Area”</b>	the area as defined from time to time by the Investment Policy within which Public Funding may be reinvested;
<b>“Celtic Freeport Objectives”</b>	the objectives set out in the articles of association of the Governing Body;
<b>“Commencement Date”</b>	the date of this Agreement;
<b>“Committee Costs”</b>	the operational and management costs of the Public Funds Committee;
<b>“Confidential Information”</b>	all know-how and other information relating to the business, affairs or methods of both or either Council and any other participant in the Celtic Freeport and any applicant for funding from the Celtic Freeport, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media and information pertaining to Intellectual Property) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure;
<b>“Councils’ Obligations”</b>	the obligations set out in clause 3;
<b>“Data”</b>	any data, document, code, information, Personal Data in connection with this Agreement;
<b>“Data Incident”</b>	the reasonable suspicion of, discovery by, or notice to a party that (a) Data has been or is likely to be accessed or obtained by an unauthorised person; or (b) a party’s systems have been or are likely to be compromised or vulnerable; or a person has threatened the unauthorised access to or obtaining of any Data;
<b>“Data Protection Laws”</b>	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the DPA; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
<b>“Data Subject”</b>	shall have the meanings set out in the DPA;
<b>“DLUHC”</b>	the Department for Levelling Up, Housing and Communities (and any other successor central government department which assumes some or all of the functions formerly exercised by the Department for Levelling Up, Housing and Communities upon an amalgamation or merger of or transfer of engagements or otherwise);
<b>“DPA”</b>	the Data Protection Act 2018 and regulations made thereunder;
<b>“DP Regulator”</b>	any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;
<b>“FBC”</b>	the full business case submitted to DLUHC for the Celtic Freeport to operate a freeport within the Celtic Freeport Economic Area;

<b>“FOI Legislation”</b>	the Freedom of Information Act 2000 and subordinate legislation made under that Act and the Environmental Information Regulations 2004;
<b>Founding Partners</b>	Associated British Ports, Neath Port Talbot County Borough Council, Pembrokeshire County Council and Milford Haven Port Authority;
<b>“Governing Body”</b>	the entity responsible for the management and oversight of the Celtic Freeport being Celtic Freeport Company Limited a company incorporated in England and Wales (registered with company number 14779775) and whose register office is at Woodfield House, Castle Walk, Neath, SA11 3LN;
<b>“Government”</b>	Welsh Government and UK Government or either of them as the context permits or requires;
<b>“Intellectual Property”</b>	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
<b>“Investment Policy”</b>	<p>the Celtic Freeport’s policy approved by the Public Funds Committee for the investment of Retained NDR which includes, amongst other things:</p> <p>(i) the objectives of the Celtic Freeport’s Retained NDR programme;</p> <p>(ii) the types of investment which will be eligible;</p> <p>(iii) the process for identifying potential investments;</p> <p>(iv) the process of evaluating, prioritising and approving specific investments;</p> <p>(v) the guidelines for geographic balance, setting out how funding pots will be sized to ensure that they adequately reflect both the origin of the funds and a fair overall allocation between geographies;</p> <p>(vi) arrangements for monitoring, evaluating and reporting on the outcomes of investment of Retained NDR, including measuring those outcomes;</p>
<b>“Joint Scrutiny Committee Costs”</b>	the operational and management costs of the Joint Scrutiny Committee;
<b>“Investment Committee”</b>	a committee of the Governing Body responsible for assessing proposals for the allocation of Public Funding and making recommendations to the Public Funds Committee regarding such proposals for their consideration;
<b>“Local Authority”</b>	a principal council as defined in section 270 of the Local Government Act 1972 or any body established as a successor of a principal council;
<b>“Material”</b>	all data, text, graphics, images and other materials or documents created, used or supplied by either Council in connection with this Agreement unless before the first use or supply the relevant Council notifies the other Council that the data, text, graphics, images and other materials or documents supplied are not to be covered by this definition;
<b>“MoU”</b>	the Memorandum of Understanding to be entered into between the Governing Body, the Accountable Body, the Billing Authorities, DLUHC and the Welsh Government relating to the use of Public Funding provided by DLUHC and the Welsh Government to the Accountable Body for the Celtic Freeport and outlining

	other support to be made available to the Celtic Freeport by Government;
<b>“NDR”</b>	the non-domestic rates (otherwise known as business rates) payable by occupiers of non-domestic properties to the Billing Authorities under the Local Government and Finance Act 1988;
<b>“Personal Data”</b>	shall have the meanings set out in the DPA and shall also include “Personal Information” classified as “personal information” or “personally identifiable information” or similar term under the Applicable Law governing a person’s processing of personal information about an individual;
<b>“Powers”</b>	the powers of Welsh local authorities under: <ul style="list-style-type: none"> <li>(i) 101, 102, 111, 112 and 113 of the Local Government Act 1972 and sections 19 and 20 of the Local Government Act 2000 and the regulations made under these Acts to make arrangements to discharge functions jointly and to employ staff and place them at the disposal of other local authorities;</li> <li>(ii) the powers in section 9 of the Local Government (Wales) Measure 2009 to collaborate;</li> <li>(iii) the general power of competence under section 24 of the Local Government and Elections (Wales) Act 2021;</li> <li>(iv) the incidental powers in section 111 of the Local Government Act 1972;</li> <li>(v) the powers in section 1 of the Local Authorities (Goods and Services) Act 1970 and section 25 of the Local Government (Wales) Act 1994 to provide services;</li> <li>(vi) all other powers them so enabling;</li> </ul>
<b>“PR Protocol”</b>	a protocol agreed by the Councils for the release of public statements and press releases relating to the Celtic Freeport;
<b>“Project Business Case”</b>	a document setting out details of a project proposed for funding from the Celtic Freeport and explaining why it should be funded from Public Funding or Retained NDR;
<b>“Project Conditions”</b>	the project funding conditions for projects funded by Retained NDR proposed by the relevant Billing Authority and approved by the Public Funds Committee in accordance with clause 12;
<b>“Public Funding”</b>	the Capacity Funding, Retained NDR, Seed Capital Funding, and such other monies as Government may from time to time make available to the Celtic Freeport;
<b>“Regional Project”</b>	a project located in the area of both Councils;
<b>“Request for Information”</b>	a request for information or an apparent request under the FOI Legislation;
<b>“Retained NDR”</b>	the NDR retained by the Billing Authorities to be utilised in connection with the Celtic Freeport;
<b>“Seed Capital”</b>	the funding to be made available by Government under the MoU to be applied to the projects which shall be detailed in the FBC;
<b>“Terms of Reference”</b>	means the terms of reference of the Public Funds Committee as set out in Schedule 1 as may be amended from time to time in accordance with clause 4.4;
<b>“UK GDPR”</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA;
<b>“Withdrawing Council”</b>	a Council that has given notice of its intention to withdraw from this Agreement in accordance with clause 16.



**“Withdrawal Notice”** a notice issued by one of the Councils in accordance with clause 16 to give notice of its withdrawal from this Agreement;

- 1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 A reference in this Agreement to any clause, paragraph or Schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or Schedule to this Agreement.
- 1.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.6 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “*eiusdem generis*” shall not apply.
- 1.7 Any reference to the title of an officer of any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to.
- 1.8 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.

## **2. Commencement and Duration**

This Agreement shall commence on the Commencement Date and shall continue in until it is terminated earlier in accordance with the provisions of this Agreement.

## **3. The Councils’ Obligations**

- 3.1 The Councils agree to work together to carry out the functions of the Public Funds Committee and ensure the effective oversight of Public Funding pursuant to and in accordance with this Agreement.
- 3.2 To that end the Councils shall promote the Celtic Freeport and (without prejudice to the generality of that obligation) shall comply with their duties as set out at clause 7 (Duties of the Accountable Body) and clause 8 (Duties of the Councils). This is subject to the fiduciary financial and legal duties of each Council.
- 3.3 Without prejudice to the specific terms of this Agreement, the Councils further agree that they shall conduct their relationship in accordance with the following principles:
  - (a) Openness and trust: The Councils shall be open and trusting in their dealings with each other, make information and analysis available to each other, discuss and develop ideas openly and contribute fully to all aspects of making the joint working successful. The Councils shall embrace a commitment to transparency in their dealings and shall recognise the need to comply with statutory access to information requirements including FOI Legislation and supporting codes of practice.
  - (b) Commitment and drive: The Councils shall be fully committed to working jointly, shall seek to fully motivate employees and shall address the challenges associated with the delivery of public money connected with the Celtic Freeport with enthusiasm and a determination to succeed.
  - (c) Skills and creativity: The Councils recognise that each brings complementary skills and knowledge which they shall apply creatively to achieving the Councils’ objectives, continuity, resolution of difficulties and the development of the joint working relationship and the personnel working within it. It is recognised that this shall involve the appreciation and adoption of common values.
  - (d) Effective relationships: The roles and responsibilities of each Council shall be clear with relationships developed at the appropriate levels within each organisation with direct and easy access to each other’s representatives.
  - (e) Developing and adaptive: The Councils recognise that they are engaged in a potentially long-term business relationship which needs to develop and adapt and shall use reasonable endeavours to develop and maintain an effective joint process to ensure that the relationship develops appropriately and in line with these principles and objectives.
  - (f) Reputation and Standing: The Councils shall pay the utmost regard to the standing and reputation of one another, and act with regard to each Council’s own employer and member codes of conduct and shall not do or fail to do anything which may bring the standing or reputation of any other Council into disrepute or attract adverse publicity to any other Council.
  - (g) Reasonableness of decision making: The Councils agree that all decisions made in relation to this Agreement and the Celtic Freeport shall be made by them acting reasonably and in good faith.
  - (h) Members and Officers’ Commitments: Each Council shall use its reasonable endeavours to procure that their respective members and officers who are involved in the Celtic Freeport shall at all times act in the best interests of the Celtic Freeport, and act compatibly with regard to each Council’s own employer and member codes of conduct, devote sufficient resources to deliver the Celtic Freeport and respond in a timely manner to all relevant requests from the other Council.

#### **4. Establishment of the Public Funds Committee**

- 4.1 In exercise of their Powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers the Councils hereby create a joint committee to be known as the Public Funds Committee with effect from the Commencement Date.
- 4.2 The Councils shall use their Powers in sections 101, 102, 111, 112 and 113 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000, section 24 of the Local Government and Elections (Wales) Act 2021, section 1 of the Local Authorities (Goods and Services) Act 1970, section 25 of the Local Government (Wales) Act 1994, section 9 of the Local Government (Wales) Measure 2009 and all other enabling powers available from time to time to facilitate their effective participation in the Public Funds Committee and the effective oversight of public money delivered through the Celtic Freeport.
- 4.3 The Terms of Reference as at the date of signature of this Agreement are set out in Schedule 1 to this Agreement. The Public Funds Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Terms of Reference.
- 4.4 The Councils may from time to time vary the Terms of Reference and this shall be a matter reserved to the Councils however any changes must be done so in consultation with the Celtic Freeport Board. In the event that the Councils agree to vary the Terms of Reference they shall notify the Celtic Freeport Board and provide them with a copy of the revised terms within ten Business Days of any such revisions being agreed. The reservation to the Councils does not preclude the Public Funds Committee from making recommendations to vary the Terms of Reference where it considers they shall promote the Councils' Obligations.
- 4.5 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

#### **5. Arrangements for the discharge of functions**

- 5.1 The Councils agree to use their powers under section 101(1) of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers to enter into arrangements under which the Public Funds Committee shall discharge on their behalf the functions set out in the Terms of Reference.
- 5.2 Each Council hereby represents and confirms to the other Council that it has obtained all necessary consents sufficient to ensure the delegation of functions and responsibilities provided for by this Agreement.
- 5.3 Each Council warrants that entering into this Agreement and its participation in the Public Funds Committee is consistent with its own constitution.
- 5.4 The Councils agree that, where additional agreements may be required to ensure their working relationship and obligations in connection with the Celtic Freeport and under the MoU can be properly discharged, they shall work together and in good faith to agree such additional agreements.

#### **6. Appointment of the Accountable Body and officer functions**

- 6.1 NPTCBC shall act as the Accountable Body to the Celtic Freeport in accordance with the MoU and shall receive the Capacity Funding and Seed Capital for and on behalf of the Celtic Freeport and shall hold and manage such funding in accordance with the terms of the MoU although decisions about spending such funds will be subject to the provisions of this Agreement.
- 6.2 The Public Funds Committee shall determine the appropriate functions under this Agreement in respect of the section 151 officer, monitoring officer, democratic services, audit and scrutiny obligations as to whom such responsibilities shall lie. At the commencement of this Agreement responsibility for these functions are allocated as follows:
  - (a) NPTCBC - Section 151 Officer function
  - (b) NPTCBC – Monitoring Officer function and Democratic Services function (to the Public Funds Committee)
  - (c) PCC Scrutiny function (to the Public Funds Committee and Democratic Services of the Joint Scrutiny Committee)
  - (d) PCC – audit function
- 6.3 Any decision to change the responsibility for the functions set out in this clause 6 shall be agreed between the Councils and recorded in writing.
- 6.4 The Accountable Body shall act as the Accountable Body.

#### **7. Duties of the Accountable Body**

- 7.1 The Accountable Body shall:
  - (a) act as the primary interface with Government and any other funding bodies necessary to discharge the Councils' Obligations in respect of Public Funding;
  - (b) hold and release any Seed Capital and Capacity Funding (and where relevant other sources of Public Funding) and only release such funds as agreed in accordance with the terms of such funding and this Agreement;
  - (c) comply with the obligations of the Accountable Body set out in the MoU;
  - (d) undertake the accounting and auditing responsibilities set out in this Agreement; and
  - (e) cooperate with any reasonable requests of PCC relating to Scrutiny and audit functions.

## **8. Duties of the Councils**

8.1 The Councils shall:

- (a) act diligently and in good faith in all their dealings with each other and shall assist each other to discharge the Councils' obligations in relation to the Public Funds Committee and the oversight of public money delivered through the Celtic Freeport pursuant to and in accordance with this Agreement and all applicable legislation;
- (b) act with reasonable skill and care and in accordance with best practice;
- (c) work together to ensure that Retained NDR is utilised and distributed equitably across both Councils' areas and in accordance with the Investment Policy;
- (d) work together to deliver the outcomes and objectives contained in the MoU;
- (e) in respect of their role as Billing Authorities:
  - (i) hold and release Retained NDR and only release such funds as agreed in accordance with the terms of such funding and this Agreement;
  - (ii) act in accordance with the principles and strategic aims of this Agreement and any applicable policies agreed by the Public Funds Committee; and
  - (iii) comply with any investigation by Audit Wales, Public Service Ombudsman for Wales, or any other statutory ombudsman or tribunal relating to the Celtic Freeport.

8.2 It is acknowledged and agreed that the obligations and liabilities of each Council shall bind any successor authority in the event of any local government reorganisation.

8.3 Where any additional services not covered by the roles and responsibilities set out with this Agreement may be required to support the Public Funds Committee in the discharge of its obligations under this Agreement these shall be provided by the Councils as necessary and as agreed between the Councils from time to time.

## **9. Retained Business Rates**

9.1 The Public Funds Committee shall:

- (a) approve the Investment Policy;
- (b) ensure decisions relating to the use and management of Retained NDR are taken in accordance with the Investment Policy.

## **10. Virtual Pooling**

10.1 The Councils shall operate a virtual pooled fund for the management and utilisation of Retained NDR. Allocation of Retained NDR and the operation of the virtual pooled fund shall be determined and undertaken in accordance with the Investment Policy.

## **11. Projects Funded**

11.1 Public Funding shall support local projects and Regional Projects in accordance with the Investment Policy which align with and promote the following broad objectives:

- (a) to promote regeneration and job creation;
- (b) to support activity which promotes the transition to a Net Zero economy and the Celtic Freeport's Net Zero and decarbonisation ambitions;
- (c) to establish the Celtic Freeport as a national hub for global trade and investment; and
- (d) to create hotbeds for innovation.

## **12. Processes for funding Projects**

12.1 In order to receive Public Funding every project must observe the following procedure:

- (a) the Investment Committee is responsible for assessing proposals for the allocation of Seed Capital and Retained NDR (and where relevant other sources of Public Funding) and will make proposals in accordance with the Investment Policy to the Celtic Freeport Board;
- (b) the Celtic Freeport Board will review all proposals made by the Investment Committee and make recommendations to the Public Funds Committee;
- (c) the Public Funds Committee can either approve or reject the recommendations put to it by the Celtic Freeport Board. It cannot amend such recommendations, nor propose that an alternative level of funding is made available to the relevant project;
- (d) funding for projects shall only be released at the request of the Public Funds Committee;
- (e) where the Celtic Freeport Board rejects any proposals made by the Investment Committee it shall forward details of the proposals to the Public Funds Committee and shall also provide its reasons for such rejection. The Public Funds Committee may provide comment and raise questions to the Celtic Freeport Board on any projects which are rejected by the Celtic Freeport Board.

- 12.2 All Project Business Cases for projects to be considered for funding from Public Funding must meet the requirements of extant guidance from the UK and Welsh Governments which at the Commencement Date is guidance on the preparation of “five case business models” and accordingly every Project Business Case must include full details of:
- (i) the strategic case (strategic fit and clear investment objectives);
  - (ii) the economic case (optimising value for money);
  - (iii) the commercial case (attractiveness to the market and procurement arrangements);
  - (iv) the financial case (affordability – including the contributions to be made by other public and private sector partners and the basis for them); and
  - (v) the management case (deliverability – including confirmation of decisions made and required by the governance arrangements of third party funders of a project - and plans for delivery).
- (b) If the Public Funds Committee is not satisfied with the quality of the Project Business Case it shall return the Project Business Case to the Celtic Freeport Board. The Project Business Case may then be amended as necessary and resubmitted.
- (c) If the Public Funds Committee approves a project for funding from [Public Funding][Seed Capital or Retained NDR] it shall consider and approve the Project Conditions proposed by the relevant Council (or Councils as the case may be) for the project. Upon approval of the Project Conditions the Public Funds Committee shall direct the relevant Council (or Councils as the case may be) to release the [Public Funding][Seed Capital or Retained NDR] for that project.
- 12.3 The Councils shall, with the support of the Governing Body, be responsible for ensuring compliance with the Project Conditions. Public Funding paid to any project must not exceed the amount allocated to the project in accordance with the Project Business Case or as otherwise agreed by the Public Funds Committee.
- 12.4 If a Council wishes to withdraw or withhold funding from a project being funded by Public Funding, it shall do so in accordance with the terms of any funding agreement into which it has entered for the project and shall notify the Public Funds Committee as soon as is reasonably practicable.
- 12.5 It is intended that the process identified in this clause 12 shall take no longer than six (6) calendar months.

### 13. Costs

#### 13.1 Budget

The Public Funds Committee shall agree the Annual Costs Budget.

#### 13.2 Accounts

The Accountable Body shall prepare accounts for any Committee Costs and Joint Scrutiny Committee Costs incurred for the financial year, 1 April to 31 March.

#### 13.3 Annual Costs Budget

- (a) Subject to 13.3(b) and 13.3(c), all Costs in the Annual Costs Budget shall be funded through Retained NDR which shall be paid by each Council in accordance with the Investment Policy.
- (b) The Councils acknowledge that during the establishment phase of the Celtic Freeport, the Founding Partners funded all necessary activities for the creation of the Celtic Freeport and establishment of the Governing Body and that such costs will be reimbursed to the Founding Partners from Retained NDR during the first year when Retained NDR receipts exceed £1,000,000.
- (c) During the period:
  - (i) where the Billing Authorities are not realising sufficient Retained NDR receipts; or
  - (ii) where any reimbursement to the Founding Partners pursuant to clause 13.3(b) results in insufficient Retained NDR, to fund the Annual Costs Budget, the Annual Costs Budget shall be funded by the Councils in such proportions as the Councils may agree from time to time. The Councils’ costs in funding the Annual Costs Budget during such period shall be reimbursed to each Council following the Billing Authorities’ realisation of sufficient Retained NDR receipts to cover such costs.
- (d) Should there be any shortfall in funding for the Annual Costs Budget from Retained NDR the Councils shall agree funding contributions to be paid by each Council to cover the shortfall.
- (e) The Public Funds Committee shall if necessary consider and recommend to the Councils alternative funding options for the Annual Costs Budget.

### 14. Audit and Scrutiny

- 14.1 In exercise of their powers under sections 101 and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers the Councils hereby create a Joint Scrutiny Committee with effect from the Commencement Date. The Joint Scrutiny Committee shall provide a scrutiny function to ensure greater public accountability over decisions made by the Public Funds Committee.
- 14.2 The terms of reference of the Joint Scrutiny Committee are set out at Schedule 2 to this Agreement.
- 14.3 The membership of the Joint Scrutiny Committee shall consist of 8 members. The Councils shall each nominate 4 members for appointment to the Joint Scrutiny Committee. The members nominated by each Council shall be elected members of

that Council but shall not be a member of that Council's executive and shall not be a member of the Public Funds Committee.

- 14.4 The role of the Joint Scrutiny Committee is to provide advice, challenge and support to the Public Funds Committee. To the extent the Joint Scrutiny Committee can influence the Public Funds Committee's decision making, the Joint Scrutiny Committee shall be required to:
- (a) Review and scrutinise the Public Funds Committee's financial affairs.
  - (b) Review and assess the economy, efficiency and effectiveness with which resources have been used.
  - (c) Make reports and recommendations to the Public Funds Committee in relation to the points in (a) and (b).
- 14.5 If any Council is provided with Public Funding to implement a project in the Celtic Freeport Economic Area the Joint Scrutiny Committee shall audit the finances and the discharge of functions relating to that project.
- 14.6 Any Council which is provided with Public Funding to implement a project in the Celtic Freeport Economic Area shall keep records of time worked by any person working on the project and any other costs relating to the project.
- 14.7 Each Council shall keep records of time worked by any person on any matter relating to the Public Funds Committee or the Celtic Freeport.
- 14.8 Each Council shall permit all records held by it which are referred to in this Agreement or relate to this Agreement to be examined and copied from time to time by the other Council or any representatives of the other Council or any other representatives who reasonably require access to the same in order to undertake any audit of the funds received and spent pursuant to this Agreement (including but not limited to the Accountable Body and Public Funds Committee). If a representative of a Council requests from the other Council a copy in electronic form of any record held by the other Council which is referred to in this Agreement or relates to this Agreement the other Council shall provide a copy of the requested record in electronic form if the record exists in electronic form when the other Council receives the request.
- 14.9 The Auditor General for Wales shall have access to any document relating to the Public Funds Committee for the purpose of the Auditor General's examination of any auditable accounts, for the purpose of undertaking studies under section 145A of the Government of Wales Act 1998 or for the purpose of carrying out in accordance with any enactment other examinations or studies into the economy, efficiency and effectiveness with which a person has used resources in discharging the person's functions and any officer of the Wales Audit Office and Government shall have access to any document relating to the Public Funds Committee and shall be permitted at reasonable notice to visit the premises of the Councils and to inspect activities funded by Public Funding and to examine and take copies of books of account and other documents and records relating to activities funded by Public Funding.

## 15. Mitigation

- 15.1 Each Council shall at all times take all reasonable steps to minimise and mitigate any:
- (a) loss for which the relevant Council is entitled to bring a claim against the other Council;
  - (b) losses arising from the determination of this Agreement; and
  - (c) losses arising from the withdrawal of a Council from the Public Funds Committee, pursuant to the terms of this Agreement.

## 16. Withdrawal from the Public Funds Committee and Termination

- 16.1 This Agreement and the Public Funds Committee created in accordance with its terms shall (unless otherwise agreed in writing by the Councils) terminate not less than thirty Business Days after the occurrence of any of the following events:
- (a) the Governing Body ceases to operate;
  - (b) the Governing Body is wound up;
  - (c) the Celtic Freeport ceases to be designated as a Freeport under legislation or otherwise by direction of Government;  
or
  - (d) either or both Councils withdraw from their membership of the Governing Body.
- 16.2 Either Council may withdraw from the Public Funds Committee by giving not less than twenty four months' written notice to the other Council of its intention to do so ("**Withdrawal Notice**").
- 16.3 Upon receipt of a Withdrawal Notice or upon occurrence of any event set out in clause 16.1 an emergency meeting of the Public Funds Committee shall be convened. The meeting shall consider the implications of such withdrawal or termination and endeavour to agree an appropriate exit plan. Failure to agree an exit plan will be referred to the dispute resolution procedure set out in clause 19 and withdrawal or termination will be suspended until the dispute is resolved. The Councils agree that they will provide all reasonable assistance to one another to allow the exit of either Council.
- 16.4 In the absence of agreement to the contrary each Council shall bear its own costs in relation to termination or a Council's withdrawal from the Public Funds Committee and a withdrawing Council shall have no obligation to bear the costs of the other Council even where such costs are directly related to the withdrawal.
- 16.5 The exiting Council shall remain liable for its share (as calculated in accordance with the terms of this Agreement) of any costs properly incurred by the Public Funds Committee during its time as a member up to and including the date upon which its membership terminates.
- 16.6 Where either Council withdraws from the Public Funds Committee this Agreement shall terminate and the provisions of clause 17 shall apply.

## 17. Termination of this Agreement

- 17.1 In addition to clause 16, the Councils agree that this Agreement may be determined upon terms agreed by the Councils.
- 17.2 In the event of termination of this Agreement each Council shall:
- (a) supply to the other Council when requested any information which the other Council requires for the continuing involvement by that Council in the Celtic Freeport; and
  - (b) undertake to pay such reasonable payment or payments which fairly reflect the obligations of that Council pursuant to this Agreement or in absence of agreement on an equal basis.

## 18. Liabilities of the Councils

- 18.1 Each Council shall indemnify and keep indemnified the other Council against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or breach by the indemnifying Council of its obligations under this Agreement or negligent act or omission in relation to such obligations (for the purposes of this clause 18 "wilful" shall not include matters which are outside the reasonable control of the indemnifying Council).
- 18.2 No claim shall be made against the Accountable Body to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Accountable Body of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or breach or negligent act or omission by the Accountable Body under clause 18.1.
- 18.3 Where either Council receives a claim for losses, expenses, actions, demands, costs and liabilities which relates to this Agreement it shall notify and provide details of such claim as soon as is reasonably practicable to the other Council.
- 18.4 Neither Council shall be indemnified in accordance with this clause 18 unless it has given notice in accordance with clause 18.3 to the other Council against whom it shall be enforcing its right to an indemnity under this Agreement.
- 18.5 Each Council shall not be obliged to indemnify the other Council to the extent that the insurances maintained by the other Council at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that the other Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by the other Council shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance.

## 19. Dispute Resolution

- 19.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the Councils.
- 19.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this clause 19. This is without prejudice to the right of each Council under section 103 of the Local Government Act 1972 to refer a dispute about the expenses of a joint committee to be determined by a single arbitrator agreed by the appointing authorities or, in the absence of agreement, to be determined by the Welsh Ministers.
- 19.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, ("**Dispute**") shall, at the written request of a Council, be referred by each Council to its Chief Executive Officer.
- 19.4 If the Councils' Chief Executive Officers do not agree a resolution of the Dispute within twenty Business Days of the date of service of any such request, either Council may require the other Council by notice in writing to attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution ("**CEDR**") Model Mediation Procedure. Within five Business Days of the date of service of such notice the Councils shall each propose a mediator and shall seek to agree as to the selection of a mediator.
- 19.5 If the Councils are unable to agree on a mediator within ten Business Days of date of service of the notice referred to in clause 19.4 or the mediator agreed upon is unable or unwilling to act and the Councils cannot agree upon a substitute, either of the Councils may apply to CEDR to appoint a mediator as soon as practicable.
- 19.6 The Councils shall within five Business Days of the appointment of the mediator ("**Mediator**") meet with them in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the Councils may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 19.7 All negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Councils in any future proceedings.
- 19.8 If the Councils reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and, once it is signed by the Councils or their duly authorised representatives, shall be and remain binding upon the Councils.
- 19.9 The costs and expenses of the mediation shall be borne equally by the Councils. Each Council shall bear its own costs and expenses of its participation in the mediation.
- 19.10 If mediation fails to secure a resolution within ten Business Days of the Mediator being appointed, the Dispute shall be referred to and finally resolved by the Courts of England and Wales in accordance with clause 29.
- 19.11 In the event that court proceedings are commenced pursuant to clause 19.10 the Councils shall notify Government.

## 20. Notices

### 20.1 Form of Notice

Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by:

- (a) pre-paid first class post or special delivery post; or
- (b) email,

to the recipient at the address as notified in writing by each Council to the other from time to time.

### 20.2 Service

Any such demand, notice or communication shall be deemed to have been duly served:

- (a) if delivered by hand, when left at the proper address for service;
- (b) if given or made by pre-paid first class or special delivery post two Business Days after being posted; or
- (c) if sent by email at the time of transmission,

provided in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

## 21. Information and Confidentiality

21.1 Each Council shall keep confidential all Confidential Information and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of any Confidential Information other than as permitted under the provisions of this Agreement. Each Council shall not use or disclose other than as permitted under the provisions of this Agreement any Confidential Information about the business of or belonging to the other Council or third party which has come to its attention as a result of or in connection with this Agreement.

21.2 The obligation in clause 21.1 shall not apply to:

- (a) any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement;
- (b) any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause;
- (c) any disclosure which is required by any law (including any order or a court of competent jurisdiction) any statutory obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law;
- (d) any disclosure of information which is already lawfully in the possession of the disclosing Council without restrictions as to its use prior to its disclosure by the disclosing Council;
- (e) any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies;
- (f) any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement;
- (g) any disclosure made pursuant to clause 23;
- (h) any disclosure by a party to a department, office or agency of Government; or
- (i) any disclosure for the purpose of the examination and certification of a party's accounts.

21.3 Where disclosure is permitted under clauses 21.2(a), 21.2(f), 21.2(h) or 21.2(i) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.

21.4 Neither Council shall make any public statement or issue any press release or publish any other public document relating to, connected with, or arising out of this Agreement or any other agreement relating to the Celtic Freeport other than in accordance with any PR Protocol agreed by the Councils or similar policy as may be adopted by the Governing Body.

## 22. Data Protection

22.1 The Councils shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, such processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in a document to be agreed by the Councils.

22.2 Each Council shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.

22.3 To the extent either Council processes any Personal Data on behalf of the other Council the processing Council shall:

- (a) process such Personal Data only in accordance with the other Council's written instructions from time to time and only for the duration of this Agreement;

- (b) not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the other Council;
- (c) take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, limit such access to its personnel who require access, and remove, when no longer required, such access to the Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data;
- (d) implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
- (e) not transfer such Personal Data outside the UK without the prior written consent of the other Council;
- (f) inform the other Council within twenty four hours if any such Personal Data is (while within the processing Council's possession or control) subject to a personal data breach (as defined in Article 4 of the UK GDPR) or within such other time period as required under other Data Protection Laws, or is lost or destroyed or becomes damaged, corrupted or unusable.
- (g) only appoint a third party to process such Personal Data with the prior written consent of the other Council;
- (h) not use or disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Council or as expressly provided for in this Agreement;
- (i) return or irretrievably delete all Personal Data on termination or expiry of this Agreement and not make any further use of such Personal Data;
- (j) provide to the other Council and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause and the Data Protection Laws;
- (k) permit the other Council or its representatives to access any relevant premises, personnel or records of the processing Council on reasonable notice to audit and otherwise verify compliance with this clause;
- (l) take such steps as are reasonably required to assist the other Council in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of the UK GDPR and other applicable Data Protection Laws;
- (m) notify the other Council within two Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (n) provide the other Council with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.

22.4 If either Council receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other Council or to the other Council's compliance with the Data Protection Laws, it shall as soon as reasonably practicable, notify the other Council and it shall provide the other Council with reasonable co-operation and assistance in relation to any such complaint, notice or communication.

22.5 If either Council requires the other Council to make any disclosures or provide any information in respect of this Agreement in order to enable that Council to meet its obligations under the Data Protection Laws the other Council shall do so.

22.6 The provisions of this clause 22 shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

## **23. Freedom of Information**

23.1 Each Council acknowledges that it and the other Council are subject to the requirements of FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of a Request for Information. The Councils shall comply with their own policy on FOI Legislation in respect of information disclosure obligations to the extent that they relate to the Celtic Freeport.

23.2 Where a Council receives a Request for Information in relation to information which it is holding on behalf of the other Council in connection with the Celtic Freeport, it shall inform the other Council of the request and its response.

23.3 The Councils shall be required to assist each other in responding to a Request for Information to the extent that it relates to the Celtic Freeport. This shall include co-ordinating the response when requested to do so by the other Council. All costs incurred by the assisting Council in assisting the other Council with a response to a Request for Information relating to the Celtic Freeport shall be accounted for as Committee Costs. The Council which requests the assistance of or co-ordination of the assisting Council to respond to a Request for Information relating to the Celtic Freeport shall:

- (a) provide the assisting Council with a copy of the Request for Information as soon as practicable after receipt and in any event within two Business Days of receiving the Request for Information;
- (b) provide the assisting Council with a copy of all information in its possession or power in the form the assisting Council reasonably requires within ten Business Days (or such longer period as the assisting Council may specify) of the assisting Council requesting that information;
- (c) provide all necessary assistance as reasonably requested by the assisting Council to enable it to provide any required assistance or co-ordination of a response to a Request for Information within the time for compliance set out in FOI Legislation;

23.4 The Council which receives a Request for Information shall be responsible for determining in their absolute discretion whether any information requested:

- (a) is exempt from disclosure under FOI Legislation; or
- (b) is to be disclosed in response to the Request for Information.



23.5 Each Council agrees that the other Council may be obliged under the FOI Legislation to disclose information:

- (a) without consulting them where it has not been practicable to achieve such consultation; or
- (b) following consultation with them and having taken their views into account.

#### **24. Language**

The Public Funds Committee and Joint Scrutiny Committee shall undertake their functions in such a way as to comply with each of the Council's compliance notices issued under the Welsh Language Standards (No 1) Regulations 2015.

#### **25. Severability**

25.1 If at any time any clause or part of a clause or Schedule or appendix or part of a Schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

- (a) that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement; and
- (b) the Councils shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

#### **26. Relationship of Councils**

Each Council is an independent Local Authority and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Councils of partnership or principal/agent or of employer/employee. Neither Council shall have any right or authority to act on behalf of the other nor to bind the other Council by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

#### **27. Third Party Rights**

The Councils as parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

#### **28. Entire Agreement**

28.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the Councils with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the Councils.

28.2 Each Council acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either Council would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

#### **29. Law of Agreement or Jurisdiction**

This Agreement shall be governed by the laws of England and Wales as they apply in Wales and the Councils submit to the exclusive jurisdiction of the courts of England and Wales.

#### **30. Assignment**

30.1 The rights and obligations of the Councils under this Agreement shall not be assigned, novated or otherwise transferred to any person other than to any public body acquiring the whole of the Agreement and having the legal capacity, power and authority to become a party to and to perform the obligations of the relevant Council under this Agreement being:

- (a) the Welsh Ministers;
- (b) a devolved Welsh authority as defined in the Wales Act 2017;
- (c) a Minister of the Crown pursuant to an Order under the Ministers of the Crown Act 1975; and
- (d) a UK public body exercising functions in Wales or in England and Wales.

#### **31. Waiver**

31.1 No failure or delay by either Council to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that Council.

31.2 Each Council shall pay its own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.

#### **32. Counterparts**

This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

#### **33. Discretion of the Councils**

The discretion of each Council shall not be fettered or otherwise affected by the terms of this Agreement.

**This Agreement has been entered into as a deed and delivered on the date stated at the beginning of it.**

THE COMMON SEAL OF

the **Neath Port Talbot County Borough Council**

was hereunto affixed in the presence of

THE COMMON SEAL OF

the **Pembrokeshire County Council**

was hereunto affixed in the presence of

## Schedule 1 Terms of Reference of the Public Funds Committee

### 1 Membership

The Public Funds Committee shall comprise 6 members in total, 3 from each Council (and including each Council's leader).

### 2 Purpose

- 2.1 The Public Funds Committee's role is to ensure proper democratic accountability for the allocation of Public Funding including but not limited to ensuring compliance with the UK's subsidy control regime and value for money.
- 2.2 The Public Funds Committee has ultimate responsibility for approving or rejecting (but not amending) proposals from the Celtic Freeport Board relating to the use of Public Funding and Public Funding will only be released by the Councils for approved purposes at the request of the Public Funds Committee.
- 2.3 The Public Funds Committee is the final stage in the decision-making process relating to the use of Public Funding where proposals from the Celtic Freeport Board are presented to the Councils and the Councils are entitled to take a meaningful decision on the proposals, including refusing to approve them.
- 2.4 The Public Funds Committee's functions shall include:
- (a) considering and reviewing Project Business Cases seeking financial support from Public Funding as recommended to the Public Funds Committee by the Celtic Freeport Board;
  - (b) approving Project Business Cases eligible to receive funding from Public Funding. The Public Funds Committee has absolute discretion on whether to approve or reject any Project Business Cases recommended by the Celtic Freeport Board for financial support from Public Funding;
  - (c) reviewing and Approving any Business Plan which includes a profiled statement of spending covering grants awarded to the Governing Body from Public Funding;
  - (d) receiving reports from the Celtic Freeport Board relating to project proposals which have not been approved by the Celtic Freeport Board and providing comments and raising questions to the Celtic Freeport Board on such rejected proposals;
  - (e) financial management of Public Funding;
  - (f) monitoring the financial impact on Public Funding and reporting on this to the Councils;
  - (g) reviewing, consulting on, approving and monitoring the implementation of the Investment Policy;
  - (h) agreeing the Annual Costs Budget;
  - (i) agreeing the terms and conditions of Project Funding;
  - (j) reviewing and consulting on NDR relief policies and any other relevant policies that each Council may be required to develop and adopt in respect of Public Funding; and
  - (k) consideration of the Governing Body's budget and forward financial plan in connection with the use of Retained NDR allocation to support the Governing Body's operating costs. Any request for Retained NDR allocation to support such costs cannot be unreasonably withheld or delayed by the Public Funds Committee.

### 3 Membership

- 3.1 Each of the Councils shall appoint its leader or equivalent and two other representatives as members of the Public Funds Committee and each member shall have full voting rights.
- 3.2 Each Council may appoint deputies for their members on the Public Funds Committee who may attend meetings of the Public Funds Committee as substitutes for the Council's appointed members on the Public Funds Committee but such deputies shall only be entitled to attend meetings of the Public Funds Committee in the absence of the Council's appointed members.
- 3.3 The Public Funds Committee may appoint additional persons to the Public Funds Committee as non-voting members of the Public Funds Committee subject to such members entering into an appropriate co-option agreement.
- 3.4 The Chief Executive Officer, Monitoring Officer and Section 151 Officer of each of the Councils shall be entitled to attend meetings of the Public Funds Committee as advisers and shall not have a vote.
- 3.5 The Chair and Vice Chair of the Public Funds Committee shall be elected by the Public Funds Committee and the Vice Chair shall not be from the same Council as the Chair of the Public Funds Committee and for the avoidance of doubt the Chair shall not have a casting vote

### 4 Voting

- 4.1 Each member of the Public Funds Committee shall have one vote. Decisions of the Public Funds Committee shall be made by simple majority of those representing a quorum who are present and entitled to vote at the relevant meeting.
- 4.2 In the event that votes on any matter being considered by the Public Funds Committee are tied (**Deadlock**), the relevant matter giving rise to the Deadlock shall be rescheduled as an item agenda to be reconsidered by the Public Funds Committee at the next available meeting. Prior to such meeting, and where relevant, the Public Funds Committee shall liaise with the Investment Committee and/or the Celtic Freeport Board to acquire such further information relating to the matter giving rise to the Deadlock as may be reasonably required to try and resolve the Deadlock.

4.3 If at two successive meetings of the Public Funds Committee the Public Funds Committee is unable to reach a decision to resolve any Deadlock, the matter shall be resolved in accordance with clause 19 (Dispute Resolution) of the Public Funds Committee's Joint Committee Agreement.

## **5 Conflict of Interest**

5.1 To allow the Public Funds Committee to undertake all of its functions, where the Public Funds Committee is considering a project developed by one of the Councils, a clear distinction shall be drawn between those involved in the project's development and those representatives appointed to the Public Funds Committee.

5.2 Members of the Public Funds Committee will be required to declare any conflicts of interest at the commencement of any meeting of the Public Funds Committee. Conflicts shall be managed in accordance with the Celtic Freeport's conflicts of interest policy and each Council's Members Code of Conduct.

## **6 Proceedings of Meetings**

6.1 The rules of procedure of the Accountable Body shall apply to meetings of the Public Funds Committee.

6.2 The members of the Public Funds Committee shall be subject to the codes of conduct of their respective Councils.

## **7 Quorum**

The quorum for a meeting of the Public Funds Committee shall be the presence of six voting members of the Public Funds Committee, including three representatives from each Council.

## **8 Frequency**

8.1 The Public Funds Committee shall meet quarterly or as and when may be required to consider proposals put to it by the Celtic Freeport Board in a timely manner.

8.2 Meetings of the Public Funds Committee may be called by any of the Public Funds Committee's voting members on the giving of seven days' notice in writing to the other voting members.

## **9 Allowances**

No allowances shall be paid.

## **10 Servicing**

The Accountable Body shall organise appropriate servicing for the meetings.

## Schedule 2 Terms of Reference of the Joint Scrutiny Committee

### 1 Membership

- 1.1 The Joint Scrutiny Committee shall comprise 8 members in total, 4 from each Council.
- 1.2 The membership shall not include members:
- (a) of each Council's executive; and
  - (b) of the Public Funds Committee.
- 1.3 Each Council shall nominate members for the Joint Scrutiny Committee in accordance with the political balance rule as it applies to their own elected membership. The composition of the Joint Scrutiny Committee shall not be required to represent political balance across the membership of both Councils taken together.

### 2 Purpose

- 2.1 The purpose of the Joint Scrutiny Committee shall be performing the overview and scrutiny function for the Public Funds Committee (as specified in the Public Funds Committee joint committee agreement) on behalf of the Councils.
- 2.2 For the avoidance of doubt scrutiny of individual Council projects that each Council wishes to put forward for funding from Public Funding shall be a matter for the relevant Council Scrutiny Committee.

### 3 Chair

- 3.1 The Chair and Vice Chair of the Joint Scrutiny Committee shall be elected by the Joint Scrutiny Committee.
- 3.2 The Vice Chair of the Scrutiny Committee shall not be from the same Council as the Chair of the Joint Scrutiny Committee.

### 4 Voting

- 4.1 Each member of the Joint Scrutiny Committee shall have one vote. Decisions of the Joint Scrutiny Committee shall be made by simple majority vote.
- 4.2 In the event of equality of votes the Chair (or in their absence the Vice Chair) of the Joint Scrutiny Committee shall have a casting vote.

### 5 Conflicts of Interest

Members of the Joint Scrutiny Committee must declare any interest either before or during the meetings of the Joint Scrutiny Committee (and withdraw from that meeting if necessary) in accordance with their Council's Code of Conduct or as required by law.

### 6 Proceedings of Meetings

- 6.1 The rules of procedure of the Host Authority (as defined below) for the joint scrutiny function shall apply to meetings of the Joint Scrutiny Committee.
- 6.2 Members of the Joint Scrutiny Committee shall be subject to the Codes of Conduct for Members of their respective Councils.

### 7 Quorum

The quorum for meetings of the Joint Scrutiny Committee shall be no less than 4 members, which must include at least 2 members from each Council.

### 8 Frequency

The Joint Scrutiny Committee shall meet quarterly. Additional meetings may be convened by the Chair on at least seven clear days' notice.

### 9 Allowances

No allowances shall be paid.

### 10 Servicing

The Host Authority for the joint scrutiny functions shall be PCC.

### 11 Sub- Groups

The Joint Scrutiny Committee by agreement may create Task and Finish Groups.

### 12 Review

The Terms of reference of the Joint Scrutiny Committee shall be reviewed annually.

## Integrated Impact Assessment (IIA)

This Integrated Impact Assessment considers the duties and requirements of the following legislation in order to inform and ensure effective decision making and compliance:

- Equality Act 2010
- Welsh Language Standards (No.1) Regulations 2015
- Well-being of Future Generations (Wales) Act 2015
- Environment (Wales) Act 2016

### 1. Details of the initiative

	<b>Title of the Initiative:</b>
<b>1a</b>	<b>Service Area:</b> Establishment of Celtic Freeport Joint Committee
<b>1b</b>	<b>Directorate:</b> Environment and Regeneration
<b>1c</b>	<b>Summary of the initiative:</b>  To seek authority for Neath Port Talbot County Borough Council (“the Council”) to enter into an agreement establishing a Joint Committee with Pembrokeshire County Council in respect of Celtic Freeport.
<b>1d</b>	<b>Who will be directly affected by this initiative?</b>  The UK and Welsh Governments have launched a Freeport initiative aimed at boosting economic growth by creating special economic zones around ports which would provide an array business incentives. This policy is designed to take advantage of the UK’s new economic freedoms following Brexit, contribute to the ‘levelling up’ agenda and support the country’s economic recovery from the Covid downturn.  The initiative will directly affect the landowners proposed to be included in the tax zones and customs zones and they have been fully involved in drawing up the bid.

1e

**When and how were people consulted?**

At its meeting on the 21<sup>st</sup> November 2022, Cabinet resolved that having due regard to the integrated impact screening assessment that:

- Members approve the submission of a bid for a Freeport covering the port of Port Talbot and the port of Milford Haven;
- Members grant delegated authority to the Chief Executive, in consultation with the Leader of Council to agree amendments to the Bid prior to its Full submission to the Welsh Government;
- Members approve Neath Port Talbot County Borough Council's nomination as the Accountable Body for the proposed Freeport; and
- Members authorise the Leader of Council to submit a letter to the Welsh Government reflecting Neath Port Talbot County Borough Council's support for a Freeport covering the port of Port Talbot and the port of Milford Haven; and
- Members authorise the Chief Executive in consultation with the Leader to take action as may be necessary to promote the merits of the Bid post submission up to the point of Ministers' decisions on the success/otherwise of the bid.

At its meeting on the 10<sup>th</sup> May 2023, Cabinet resolved that having due regard to the integrated impact screening assessment that:

- Members note the success of the Celtic Freeport in achieving Freeport status;
- Members approve the entering into of the Memorandum of Understanding;
- Delegated authority be granted to the Chief Executive (in consultation with the Leader and relevant Cabinet Member) to agree any minor variations to the proposed Memorandum of Understanding that maybe necessary;
- The Chief Executive of Neath Port Talbot Council be identified as the representative to the project board established pursuant to the Memorandum of Understanding and be granted delegated authority to make any decisions necessary pursuant to the objectives of the project board detailed in this report and be granted delegated authority to nominate an alternative to attend in her place, who shall be entitled to make any decisions necessary pursuant to the objectives of the project board as detailed in this report.



- Members note and endorse the role of Neath Port Talbot County Borough Council as Accountable Body;
- Approves the commitment of £250,000 revenue to prepare the Outline Business Case and Financial Business Case with the expectation that this contribution be recovered once retained business rates are flowing through the Freeport policy and notes any requests for additional financial commitment will be brought back to Cabinet for further approval;
- Approves the entering into of discussions with UK and Welsh Government for the preparation of Outline Business Case and Final Business Cases;
- Approves the entering into of any grant agreement between the Council and the UK/Welsh Government to receive public funds from the Government;
- Approves the establishment of a company limited by guarantee and the acquisition of a shareholding interest in the company. Notes that nomination of persons to act as director of the company limited by guarantee to be subject to a further report;
- Approves the procurement and appointment of external consultants necessary to produce the Outline Business Case and Final Business Case on behalf of Celtic Freeport on a cost recovery basis, with financial contributions being as identified in this report and where deemed appropriate by the Chief Executive (in consultation with the Leader and relevant Cabinet Member) to exclude requirements of the Contract Procedure Rules in the interests of ensuring appropriate individuals with experience of Freeports can be appointed;
- Delegated authority be granted to the Chief Executive to approve the allocation of funding of £250,000 from General Reserves to address any additional internal resource implications necessary to deliver the Freeport to FBC submission.
- Notes the requirement to establish suitable governance mechanisms to allocate the seed capital and retained business rates. A further report to be provided in due course to confirm the detail of such mechanisms.

The Freeport bid has been developed by the two local authorities, Associated British Ports and Milford Haven Port Authority, working in consortium.

Wider consultation has also taken place with a wide range of public and private sector organisations including business networks within the Freeport proposed area.

**1f****What were the outcomes of the consultation?**

Letters of support from such organisations have been received from:

- All landowners proposed to be included within the tax zones and customs zones
- Regional MSs
- Regional MPs
- Shadow ministerial teams
- Tom Pick
- Valero
- RWE
- EDF
- Blue Gem Wind
- Bombora
- Puma
- Tata
- Dragon LNG / Shell
- CJC - Swansea Council
- CJC - Carmarthenshire County Council
- Milford Haven Town Council
- Pembroke Dock Town Council
- Pembrokeshire Coast National Park Authority
- Haven Waterway Enterprise Zone
- The Regional Learning and Skills Partnership for South West Wales
- Local colleges- NPTC Group
- Swansea University, University of South Wales, University of Wales Trinity St Davids, Cardiff University
- SWIC
- RenewableUK Cymru
- Marine Energy Wales
- ORE Catapult
- H2 Wales
- UK Major Ports Group
- British Ports Association
- FSB

- PSB
- Local Economic Forum
- Economic Strategy Board
- FLEXIS
- TUC
- Celtic Sea Power
- Western Gateway
- Welsh Government

Landowners have also engaged as part of the development of Tax Site Delivery Agreements and feedback has been received in respect of draft documentation to which there will be an expectation that organisations enter into.

## 2. Evidence

### What evidence was used in assessing the initiative?

During the bid phase, partners have been pro-active in engaging with developers/investors and customers in our target sectors identifying Freeport contingent opportunities, and in agreeing a detailed vision for sites with land owners and refining boundaries, so that only the best land, focussed on the best opportunities is included.

Welsh government policy documents setting out an analysis of the capacity of UK ports to support the emerging off-shore wind energy sector – those documents identify both Port of Milford Haven and Port Talbot as uniquely placed to be able to support FLOW.

Welsh Index of Multiple Deprivation – 2019 data identifying areas of relatively high deprivation in the vicinity of both ports which then stand to benefit from the investment proposition.

LDP data – pre-application assessment of the proposed use of sites has been undertaken to establish the deliverability of the proposition together with potential impacts on biodiversity and environment with associated options to mitigate.

### 3. Equalities

a) How does the initiative impact on people who share a **protected characteristic**?

Protected Characteristic	+	-	+/ -	Why will it have this impact?
Age			X	Freeport Policy aims to directly benefit those of working age who would have the opportunity to take up employment within the new jobs that the proposition is expected to create. Fair work principles will ensure the new jobs are secure and well paid helping to address socio-economic disparities within the local population.
Disability			X	
Gender reassignment			X	
Marriage & civil partnership			X	Further work will be needed during the development of the Outline Business Case to develop pathways to the new work for local people. It is expected that those pathways would cater for all people with protected characteristics to have equal opportunity to take up jobs in the new employment.
Pregnancy and maternity			X	
Race			X	
Religion or belief			X	
Sex			X	Indirectly, Freeport policy suggests there is expected to be £0.5 billion of direct economic benefit for the two port areas with further economic benefit at significant scale expected to stem from FLOW. The impact on the wider economy and consequently all of those with protected characteristic and who are currently classified in the lower socio economic groups would benefit. More detail will develop as the proposition moves forward into future stages.
Sexual orientation			X	

				committee which would enable the participation of trade union representatives would provide a mechanism to further ensure there is equal opportunity for people who share a protected characteristic.
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**What action will be taken to improve positive or mitigate negative impacts?**

An outline business case will be required in accordance with HM Treasury Green Book rules. This will require development of a five case business case to support the proposition. This will necessarily include a full risk analysis with details of risk mitigations that would be established to optimise benefits and minimise disbenefits.

b) How will the initiative assist or inhibit the ability to meet the **Public Sector Equality Duty**?

<b>Public Sector Equality Duty (PSED)</b>	<b>+</b>	<b>-</b>	<b>+/-</b>	<b>Why will it have this impact?</b>
To eliminate discrimination, harassment and victimisation			X	Freeport policy will embrace the WG commitment to Fair Work and an economic contract would be developed between the Freeport and the WG. Trade unions will be integrated into governance arrangements.
To advance equality of opportunity between different groups	X			A Freeport Programme in Wales aims to help promote regeneration across local economies and communities by driving inclusive and sustainable growth locally, regionally and nationally.

			<p>Bringing together local organisations that are trying to achieve similar regeneration goals, pooling resources and creating shared objectives can be the best way to deliver outcomes that are truly transformative and achieve ‘levelling up’ across communities.</p> <p>Freeport policy aims to support work to decarbonise industry, housing and transport at local regional and national levels helping to meet the net zero carbon targets. Green economic growth will help to address structural issues of poverty and deprivation in the local and regional economy stimulating the local supply chain and increasing the skills and qualifications of the resident population.</p> <p>As part of the full business case development work will be undertaken to establish clear pathways to work for local people and local businesses. This will be designed in a way that would enable people from different groups to have equal opportunity to access the new employment this initiative is expected to create.</p>
<p>To foster good relations between different groups</p>	<p>X</p>		<p>Freeport policy aims to promote regeneration across local economies and communities by driving inclusive and sustainable growth locally, regionally and nationally.</p> <p>Green economic growth will help to address structural issues of poverty and deprivation in the local and regional economy stimulating the local supply chain and increasing the skills and qualifications of the resident population.</p> <p>By addressing the root causes of poverty and deprivation communities will be strengthened and become more cohesive. This will assist in discharging the duty to foster relations between different groups</p>

**What action will be taken to improve positive or mitigate negative impacts?**

As indicated above, there will be a requirement to prepare a full business case based on HM Treasury Green Book guidance. This will enable a fuller assessment of equality impacts to be undertaken together with any mitigating actions that can be designed to maximise beneficial impacts and reduce potential disbenefits.

#### 4. Community Cohesion/Social Exclusion/Poverty

	+	-	+/ -	Why will it have this impact?
Community Cohesion			X	<p>The Freeport Programme is designed to incentivise private businesses to invest in new opportunities in Wales, particularly in relation to climate resilience and making maximum progress towards decarbonisation. The Freeport Programme in Wales aims to build on existing local strengths and make the nearby Welsh cities, towns and villages even better places to live and work.</p> <p>A Freeport Programme in Wales aims to help to promote regeneration across local economies and communities by driving inclusive and sustainable growth locally, regionally and nationally.</p> <p>Bringing together local organisations that are trying to achieve similar regeneration goals, pooling resources and creating shared objectives can be the best way to deliver outcomes that are truly transformative and achieve 'levelling up' across communities.</p> <p>Areas in proximity to the areas proposed to be include in the Freeport are amongst the most deprived (10%) in Wales. Economic growth has the potential to transform these communities and to address the root causes of the poverty and disadvantage that people currently experience. The commitment to Fair Work and sustainability should ensure that new employment will be well paid and secure.</p>

Social Exclusion	X			As above – the detail will be further developed during the full business case development. The Welsh Index of Multiple Deprivation identifies lower super output areas within the vicinity of the Port Talbot sites proposed to be include in the Freeport as amongst the most disadvantaged in Wales (top 10%) and it is clear from the data that this affects people with a range of protected characteristics also.
Poverty	X			The whole essence of the proposition is to boost local and regional economic growth in an emerging green industry. Integral to the proposition is an intent to maximise benefit to local people and local supply chains with an underpinning commitment to Fair Work and sustainability. More detail of how these benefits could assist in addressing the root causes of poverty in the vicinity of the Freeport and across the county borough as a whole will be developing through the full business case stage.

**What action will be taken to improve positive or mitigate negative impacts?**

The outline business case will address HM Treasury Green Book requirements within which the analysis will identify the potential benefits/disbenefits of the proposition and suitable mitigation actions that would optimise benefits and minimise disbenefits.

**5. Welsh**



	+	-	+/-	Why will it have this effect?
What effect does the initiative have on: – people’s opportunities to use the Welsh language			X	There is no impact on the opportunity to use the Welsh Language. Any engagement of the local authority will be in accordance with our Welsh Language Standards.
– treating the Welsh and English languages equally			X	There is no impact on treating the Welsh language less favourably than English. Compliance will be had at all times to Welsh Language Standards, so far as they relate to the Council. Branding will be bilingual

What action will be taken to improve positive or mitigate negative impacts?
Branding and communications will be in accordance with Welsh Language Standards The use of the term Celtic Freeport and the associated strapline will promote a positive image of Wales and the Welsh language on a domestic and international platform.

**6. Biodiversity**

How will the initiative assist or inhibit the ability to meet the **Biodiversity Duty**?

Biodiversity Duty	+	-	+/-	Why will it have this impact?

To maintain and enhance biodiversity	X		<p>The existing energy clusters at Milford Haven and Port Talbot have a negative impact on the environment, including from noise and CO2 emissions. Pivoting activity on these sites towards green energy will reduce this impact, as well as supporting the UK's transition towards a lower carbon future.</p> <p>The development of the Freeport itself is being assessed to ensure any impacts on biodiversity can be fully mitigated and biodiversity enhanced. This will be subject to more detailed consideration at the full business case stage.</p>
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.	X		<p>Leading the transition to net zero is a priority for the region and a key theme across public and private stakeholders in the bid.</p> <p>Fundamentally, with a transition to renewables comparable and bigger than the existing fossil fuel based economy, the region is at risk of declining living standards and growing deprivation.</p> <p>Addressing decarbonisation is a key building block in the UK meeting its 2050 net zero target.</p> <p>The potential for our region centres on the opportunities presented by the energy transition. A Freeport has the potential to be a world class renewable energy structure.</p> <p>FLOW is the biggest opportunity that links the strategic ports of Milford Haven and Port Talbot. The region is uniquely placed to take advantage of the opportunities around green hydrogen which have strong synergies with the emerging FLOW opportunity. The stakeholders are already delivering hydrogen based projects in the region which a Freeport can accelerate.</p> <p>An additional opportunity is the development of CCS, which is a critical component in decarbonising the existing energy sector.</p>

**What action will be taken to improve positive or mitigate negative impacts?**

It is recognised that development on land that is currently not built out may potentially generate impacts, including increased freight volumes and activity on the seabed. A strong local planning system is central to mitigating these impacts. As part of the work programme, planning officers have been engaged to ensure all elements of the proposal make the necessary contributions to biodiversity gain and good care of the built and natural environment and this work will continue in the event a bid is successful. Through preplanning activities and engagement with potential developers, significant steps have already been taken to identify and mitigate any environmental impacts as early as possible.

**7. Well-being of Future Generations**

How have the five ways of working been applied in the development of the initiative?

Ways of Working	Details
<p>i. <b>Long term</b> – looking at least 10 years (and up to 25 years) ahead</p>	<p>A Freeport Programme in Wales aims to help to promote regeneration across local economies and communities by driving inclusive and sustainable growth locally, regionally and nationally. A Freeport aims to support the <u>Welsh Government’s Mission</u> to build a prosperous, green and equal economy based on the principles of fair work, sustainability, and the industries and services of the future. The Freeport aims to further enhance Wales’ ability to attract investment and new businesses, bringing growth and prosperity to some of our most deprived communities and supporting delivery of key economic growth commitments set out in the <u>UK Government’s Plan for Wales</u>.</p> <p>The Freeport programme seeks to generate commitment to supporting Wales becoming a more sustainable nation through improving the social, economic and cultural well-being of Wales, specifically applying the sustainable development principle designed to maximise contribution to achieve each of the Well-being goals as set out by <u>the Well-being of Future Generations (Wales) Act 2015</u>.</p> <p>The Freeport Programme aims to provide access to a mixture of financial incentives, embedded by good governance that supports a strong partnership between local, private and public sector</p>

	<p>stakeholders; with the support of both the Welsh and UK governments in attracting investment; and supporting a strong local and regional skills base.</p> <p>Freeport status could act as a catalyst for significant economic growth within the locality and the wider region linked to the emerging off-shore wind sector and wider renewables agenda. It will also support work to decarbonise industry, housing and transport at local regional and national levels helping to meet the net zero carbon targets. Green economic growth will help to address structural issues of poverty and deprivation in the local and regional economy stimulating the local supply chain and increasing the skills and qualifications of the resident population. This is a once in a generation opportunity to transform the local and regional economy, arresting and reversing the negative impacts associated with the long term decline of traditional industries in the areas.</p>
<p>ii. <b>Prevention</b> – preventing problems occurring or getting worse</p>	<p>The Freeport Programme in Wales represents a new opportunity to help Wales continue to develop a globally competitive, entrepreneurial, inclusive and sustainable economy, whilst building the strength and resilience to overcome economic shocks experienced during the COVID-19 pandemic. It represents a key commitment within the UK Government’s Levelling Up White Paper and will make a positive contribution to the Welsh Government’s commitments to the economy, fair work and the seven well-being goals set out in the Wellbeing of Future Generations (Wales) Act 2015 which deliver long term benefits to improve the economic, social, environmental and cultural wellbeing of Wales.</p> <p>The region’s economic challenges are linked with long term process of industrial change that is still ongoing. The industrial base in Pembrokeshire and Neath Port Talbot is reliant on fossil fuels which possess significant risks associated with the transition to net zero. As things stand there is a risk the industrial base will not be able to sustain green jobs for future generations and provide high value jobs to large parts of the population. This could have the potential to risk declining living standards and growing deprivation.</p> <p>The potential of the Freeport is that it is a unique opportunity that could fast track low carbon technology and decarbonisation focussed projects, contributing to the net zero agenda. Freeport status could trigger larger scale private investment from the renewables industry in the region and a Freeport will allow for these opportunities to be exploited. The scale of private investment to meet this opportunity could come with a Freeport.</p>

	<p>The UK is seeking to overturn the advantages overseas manufacturers have amassed through Government support, sunk costs, and accumulated economies of scale and extensive experience. The combines Freeport offer of land, tax incentives, coordination of planning, enabling infrastructure and skills/innovation investment is compelling to overseas investors.</p>
<p>iii. <b>Collaboration</b> – working with other services internal or external</p>	<p>On the 22<sup>nd</sup> March 2023, the Council received notification that, following a joint decision between the UK and Welsh governments, Celtic Freeport and Anglesey Freeport have been selected as the successful bids in the Welsh Freeport competition.</p> <p>The new Freeports will help to create tens of thousands of new jobs, boost business, and unleash potentially billions of pounds of investment in the local areas and beyond. Huge congratulations to the successful locations.</p> <p>Subject to the development and approval of a business case, the Freeports will each receive up to £26 million of Government funding. This is on top of a range of measures, including locally retained business rates to upgrade local infrastructure and stimulate regeneration. Businesses locating in these Freeports will be able to take advantage of tax reliefs and a simplified customs procedure, as well as a package of trade and innovation support.</p>
<p>iv. <b>Involvement</b> – involving people, ensuring they reflect the diversity of the population</p>	<p>Celtic Freeport has been developed by the two local authorities, Associated British Ports and Milford Haven Port Authority, working in consortium. Wider consultation has also taken place with a wide range of public and private sector organisations including business networks within the Freeport proposed area. Letters of support from such organisations will be included in the submission to the Welsh Ministers as indicated above.</p> <p>A broad programme of engagement will be developed with a view to maximising the benefits of the investment for local people and local businesses across the South West Wales region</p>
<p>v. <b>Integration</b> – making connections to maximise contribution to:</p>	<p>Celtic Freeport aims to secure a step change in renewable energy investment and support the zero-carbon industrial revolution in a way that works for our communities by creating new, high-quality jobs in the sectors of tomorrow and safeguarding the living standards of future generations.</p>

Our public and private bidding partners have taken a long-term, community-led lens, considering how our proposition can improve the ‘social, economic, environmental and cultural well-being of Wales’. Below we outline how the Freeport will support the seven well-being goals of the Well-being of Future Generations Act.

### **A prosperous Wales**

Celtic Freeport aims to deliver significant investment for Wales in innovative, low-carbon technologies in areas like FLOW, hydrogen, CCUS and biofuels. An example is Lanzatech’s pioneering process of converting CO<sub>2</sub> from Tata Steel into biofuels with applications in the aviation industry, with the support of Freeport tax measures.

Pembrokeshire County and Neath Port Talbot Councils have agreed to pool recycled business rates and the funding stream this can generate is transformational (c£0.5bn over 25 years based on English precedent). This funding could support, for example, vocational and academic offers at schools, colleges and universities in the region, helping to prepare future generations for the jobs the 21st century economy will require, as well as upskill adults already in employment, thereby maximising the labour market participation opportunity for the region and for Wales.

### **A resilient Wales**

The technology investment that Celtic Freeport could bring forward in areas like FLOW and green hydrogen will, over the medium to long term, support the accelerated reduction of carbon emissions in Wales’s largest industrial cluster. Moreover, by managing the transition away from a fossil-fuel based economy, it will reduce Wales’s exposure to demand-supply shocks of geopolitically vulnerable industries such as gas.

Celtic Freeport aims to help improve Welsh air quality, a cornerstone of the natural environment. Many of our proposed tax site locations are largely existing brownfield locations, minimising the impact of development on local biodiversity. Where impacts are identified, we have a track record of supporting and delivering mitigation measures.

### **A healthier Wales**

Celtic Freeport aims contribute to a reduction in air pollution throughout the South Wales industrial cluster (as the region transitions away from fossil-fuel based industries). This will have a number of

health benefits for local residents, including improved lung health and mental well-being. This will have knock-on economic benefits by keeping people healthier for longer.

#### **A more equal Wales**

Celtic Freeport seeks to direct significant private investment to areas adjacent to some of the most deprived communities in Wales. It will generate labour market and training opportunities (through private investment, landowner/developer commitments and recycled business rates) for local residents in these communities. The ensuing economic growth around the Freeport will help to tackle entrenched, inter-generational poverty, growing local productivity and wages.

Tax Site Delivery Agreements will commit landowners and employers to offering fair working conditions to employees, and the Freeport Company Board will have a designated diversity champion to ensure the Freeport has a positive impact on socio-economic disparities within the local population.

#### **A Wales of cohesive communities**

Increased investment and a growing local economy are often linked with increased community cohesion. Celtic Freeport aims to bring forward investment on brownfield sites that have long been stalled, regenerating iconic locations like the Baglan Energy Park. In order to open up these sites, enabling infrastructure like new roads and junctions will improve the connectivity of communities across the region.

#### **A Wales of vibrant culture and thriving Welsh language**

It is intended that recycled retained business rates will help support targeted vocational pathways in local schools and colleges, and these are likely to be bi-lingual. Moreover, by attracting new investment (and jobs) to the region, Freeport interventions aim to help to spread the Welsh language and culture.

	<p>Furthermore, increased economic growth can free up headroom in local and regional budgets to invest into culture and arts.</p> <p><b>A globally responsible Wales</b></p> <p>Delivering FLOW in the Celtic Sea will serve as a globally recognised proof of concept, and the Freeport supports our ambitions to be a 'first mover'. If conditions are right, Wales could become an exporter of FLOW technologies, not to mention green hydrogen, sustainable aviation fuel and other products.</p> <p>There will be significant global benefits from the step change in renewable energy investment delivered by Celtic Freeport. Decarbonising the South Wales industrial cluster is a critical step for Wales and the UK in meeting 2050 net zero targets. The Freeport will accelerate this and make the path to net zero more credible.</p>
<b>Council's well-being objectives</b>	<p>The proposition addresses all four of the Council's wellbeing objectives:</p> <p>New, green jobs, supported by accessible and good quality skills and learning pathways will help all children and young people have the best start in life; addressing the root causes of poverty by ensuring there are more, green and wellbeing jobs for local people will address inequality which in turn will help develop thriving and sustainable communities; the focus on decarbonising industry, housing and travel at scale will help conserve the environment for future generations. There is scope to capture the unique culture and heritage of former industries in the transition process to conserve this important part of the area's past for future generations also; fully the creation of many new, sustainable and well paid jobs will deliver the Council's ambitions to improve jobs and skills</p>
<b>Other public bodies objectives</b>	<p>The Council is working in consortium with Pembrokeshire Council. Consensus has been reached on the basis of this bid with both authorities agreed that a partnership across the two local authorities positions the wider region to take advantage of the Celtic Sea offshore wind opportunity.</p> <p>Both Pembrokeshire and NPT councils have promoted the Freeport opportunity within the South West Wales CJC. It is anticipated that the four local authorities within the region will wish to give greater focus to the opportunity that FLOW will potentially create for the whole region.</p> <p>Initial discussions with FE, HE and government partners have been very positive.</p>

## 8. Monitoring Arrangements



Provide information on the monitoring arrangements to:

Monitor the impact of the initiative on Equalities, Community Cohesion, the Welsh Measure, Biodiversity Duty and the Wellbeing Objectives.

The award of a Freeport is a significant investment decision for UK and Welsh governments. The delivery of the Freeport policy objectives will need to be reported to the governments in return for the investment that accompanies the Freeport status.

### 9. Assessment Conclusions

Please provide details of the conclusions reached in relation to each element of the assessment:

	<b>Conclusion</b>
<b>Equalities</b>	The overall impact is expected to be positive. More work is needed in the full business case development to ensure equal opportunity to participate in new employment and supply chain opportunities.
<b>Community Cohesion/ Social Exclusion/Poverty</b>	The economic development that could be created through the Freeport Bid and associated FLOW opportunities has the potential to address the root causes of poverty and deprivation caused by long term decline in former industries. In the full business case development it will be crucial to ensure that strategies are developed to maximise the benefits locally and regionally and to minimise any disbenefits.
<b>Welsh</b>	Branding will be bilingual and actively promote a positive image of Wales. This will be delivered on both a domestic and international platform. The conduct of the business of the Freeport will respect the WG policy objectives to create a million Welsh speakers by 2050

<b>Biodiversity</b>	The Bid has the potential to significant accelerate decarbonisation across the region. Negative impacts on environment and biodiversity can be mitigated and achieve a net beneficial impact.
<b>Well-being of Future Generations</b>	The Freeport Bid, linked to FLOW and the wider renewable energy agenda contributes in a positive and material way to the overall objectives of the Wellbeing of Future Generations Act. It is possible to address each of the wellbeing goals in a specific and positive way and to make clear link between the initiative and the sustainable development principle. This is considered to be a once in a generation opportunity to improve the economic, cultural, social and environmental wellbeing of the people in NPT.

### Overall Conclusion

Please indicate the conclusion reached:

- **Continue** - as planned as no problems and all opportunities have been maximised
- **Make adjustments** - as potential problems/missed opportunities/negative impacts have been identified along with mitigating actions
- **Justification** - for continuing with the initiative even though there is a potential for negative impacts or missed opportunities
- **STOP** - redraft the initiative as actual or potential unlawful discrimination has been identified

Please provide details of the overall conclusion reached in relation to the initiative

<p><b>CONTINUE</b></p> <p>Further development of the proposition will take place as part of the development of the outline business case and full business case.</p>
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### 10. Actions

What actions are required in relation to obtaining further data/information, to reduce or remove negative impacts or improve positive impacts?

<b>Action</b>	<b>Who will be responsible for seeing it is done?</b>	<b>When will it be done by?</b>	<b>How will we know we have achieved our objective?</b>
Ensure the public sector duties are firmly embedded in the development of the outline and full business cases	Chief Executive	By conclusion of the Full Business Case	Evidence in the Full Business case that all of the public sector duties are expressly addressed
Further assessment of the impact of proposed development on the local environment and biodiversity	Head of Planning and Public Protection.	Will need to be addressed within any planning process	Planning consent is granted and any conditions are effectively and full discharged

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## NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

### Cabinet

29<sup>th</sup> May 2024

### Report of the Head of Legal and Democratic Services

#### **Matter for Decision**

**Wards Affected:** All Wards

#### **Appointment of a Senior Coroner for Swansea and Neath Port Talbot**

#### **Purpose of the Report**

To seek cabinet approval to proceed with a recruitment process leading to the appointment of a permanent Senior Coroner for the Swansea and Neath Port Talbot area.

#### **Executive Summary**

The Council has statutory duties in relation to the Coroner Service as provided for by the Coroner and Justice Act 2009.

The interim Senior Coroner is Mr Colin Phillips who was appointed on the 31<sup>st</sup> of May 2014 when the previous Coroner resigned. There is normally a duty to appoint a Senior Coroner within three months, but due to further potential mergers of Coroner areas the Chief Coroner indicated that he wished to meet representatives from a number of authorities to discuss options.

The Coroner's Office has now confirmed it is appropriate that Swansea and Neath Port Talbot remain as a stand-alone Coroner's area. The Councils are therefore able to proceed with the appointment of a permanent Senior Coroner. The post will have to be advertised widely in accordance with the Guidance issued by the Chief Coroner.

#### **Background**

The Council has statutory duties in relation to the Coroner Service as provided for by the Coroner and Justice Act 2009.

H.M coroner services are financed by local authorities and the service covering the Swansea and Neath Port Talbot areas is financed jointly with Neath Port Talbot. Swansea Council is the relevant authority for the area which means that there is a statutory duty on this Local Authority to meet the costs related to running this service. The relevant authority is also responsible for appointing the Senior Coroner and Assistant Coroners for the area notwithstanding that they will not be employees of the authority but rather independent judicial office holders. Each Council pays their own costs in relation to cases, but the Core Team costs (salaries, case management system and other office costs incurred by staff in Swansea) are split between the two Councils with Neath Port Talbot paying 34%.

The interim Senior Coroner is Mr Colin Phillips who was appointed on the 31<sup>st</sup> of May 2014 when the previous Coroner resigned. There is normally a duty to appoint a Senior Coroner within three months, but due to further potential mergers of Coroner areas the Chief Coroner indicated that he wished to meet representatives from several authorities to discuss options.

The Coroner's Office has now confirmed it is appropriate that Swansea and Neath Port Talbot remain as a stand-alone Coroner's area. The Councils are therefore able to proceed with the appointment of a permanent Senior Coroner. The post will have to be advertised widely in accordance with the Guidance issued by the Chief Coroner.

The arrangements for appointments are set by the Coroners and Justice Act 2009 and by the Chief Coroners Guidance. Every appointment will need to be approved by the Chief Coroner and the Lord Chancellor and it also a requirement that the Chief Coroner approves the appointment process to be followed and the shortlist drawn up in order to conduct interviews. The Chief Coroner has issued guidance on the appointment of coroners (Chief Coroner's Guidance Note 6 - Appointment of Coroners). The authority will need to form a panel to shortlist, conduct the interviews and decide on the appointment. The composition of the panel is a matter for the authority, but the Chief Coroner or representative may attend the interviews and will usually do so in the case of the appointment of a Senior Coroner.

The Head of Legal and Democratic Services in consultation with the Chief Legal Officer of Swansea Council will now make arrangements to set up the Panel and is seeking delegated powers to do this.

Once the panel has come to a decision, a report will need to be sent to the Chief Coroner (if he was not present in the interviews) describing the process followed and the reasons for proposing the successful applicant or applicants. The approval of the Lord Chancellor will also be sought. If the Coroner Area contains more than one authority, then the host authority must work in conjunction with the other authority(ies).

### **Financial Implications**

The salary for Senior Coroners is set with reference to the Joint Negotiating Committee's (JNC) pay range for senior Coroners. It is between £129,872 to £144,303 and will be for the individual LA to set the exact salary on appointment based on experience. The Act provides that a Senior Coroner is entitled to a salary and that salary is to be agreed between the Senior Coroner and the authority.

In deciding the appropriate salary, work has been undertaken by Swansea in conjunction with the Head of Legal and Democratic Services of NPT to assess complexity of work covered by the Swansea and Neath Port Talbot coroner area. Factors such as presence of institutions i.e. prisons and hospitals. With around 2,350 – 2,600 reported deaths a year, Swansea and Neath Port Talbot is considered a busy coroner area.

Neath Port Talbot currently contribute 34.5% to the costs of the H.M. Coroner Service. The current Coroner Service budget therefore is in place to meet these costs.

## **Integrated Impact Assessment**

A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016. The first stage impact assessment has indicated that a more in-depth assessment is not required

## **Workforce Impacts**

There are no workforce impacts associated with this report.

## **Legal Powers**

The arrangements for appointments are set by the Coroners and Justice Act 2009 and by the Chief Coroners Guidance.

## **Risk Management**

Failure to appoint a Senior Coroner will render both this Council and Swansea in breach of the Coroners and Justice Act 2009. The recruitment process will ensure legal compliance can be achieved.

## **Consultation**

There is no requirement for external consultation on this item.

## **Recommendation**

It is recommended that having due regard to the integrated impact screening assessment that members grant delegated authority to the Head of Legal and Democratic Services in consultation with the Cabinet Member for Finance, Performance and Social Justice.

- to agree the job description, contractual terms and appointment process for the post of Senior Coroner and to make arrangements to suitably advertise the post;
- to take all necessary steps to progress the appointment of a Senior Coroner;
- in consultation with the City and County of Swansea Council and the Chief Coroner's officer, to establish a panel in order to draw up a short-list, interview applicants and to appoint the successful applicant as the Senior Coroner for Swansea and Neath Port Talbot

## **Reason for Decision**

To ensure the appointment of a Senior Coroner for Swansea and Neath Port Talbot and to meet the legal requirements of the Coroners and Justice Act 2009

## **Implementation of Decision**

This decision will be implemented on the expiry of the three-day call-in period.

## **Appendices**

Appendix 1- Integrated Impact Screening Assessment

## **List of Background Papers**

None

## **Officer Contact**

Mr Craig Griffiths

Head of Legal and Democratic Services



**Impact Assessment - First Stage**

**1. Details of the initiative**

<b>Initiative description and summary:</b> <b>Appointment of a Senior Coroner for Swansea and Neath Port Talbot</b>
<b>Service Area:</b> Legal and Democratic Services
<b>Directorate:</b> Strategy and Corporate Services

**2. Does the initiative affect:**

	Yes	No
Service users		X
Staff		X
Wider community		X
Internal administrative process only		X

**3. Does the initiative impact on people because of their:**

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age		X				There will be no effect on any protected characteristics as a result of this proposal. Any recruitment process will ensure compliance with the Equality Act 2010.

Disability		X				There will be no effect on any protected characteristics as a result of this proposal. Any recruitment process will ensure compliance with the Equality Act 2010.
Gender Reassignment		X				There will be no effect on any protected characteristics as a result of this proposal. Any recruitment process will ensure compliance with the Equality Act 2010.
Marriage/Civil Partnership		X				There will be no effect on any protected characteristics as a result of this proposal. Any recruitment process will ensure compliance with the Equality Act 2010.
Pregnancy/Maternity		X				There will be no effect on any protected characteristics as a result of this proposal. Any recruitment process will ensure compliance with the Equality Act 2010.
Race		X				There will be no effect on any protected characteristics as a result of this proposal. Any recruitment process will ensure compliance with the Equality Act 2010.
Religion/Belief		X				There will be no effect on any protected characteristics as a result of this proposal. Any recruitment process will ensure compliance with the Equality Act 2010.
Sex		X				There will be no effect on any protected characteristics as a result of this proposal. Any recruitment process will ensure compliance with the Equality Act 2010.
Sexual orientation						There will be no effect on any protected characteristics as a result of this proposal. Any recruitment process will ensure compliance with the Equality Act 2010.

**4. Does the initiative impact on:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
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People's opportunities to use the Welsh language		X				Any recruitment process will be carried out in both Welsh and English.
Treating the Welsh language no less favourably than English		X				Any recruitment process will be carried out in both Welsh and English.

**5. Does the initiative impact on biodiversity:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		X				There will be no effect as a result of this proposal.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment, such as air quality, flood alleviation, etc.		X				There will be no effect as a result of this proposal.

**6. Does the initiative embrace the sustainable development principle (5 ways of working):**

	Yes	No	Details
<b>Long term</b> - how the initiative supports the long term well-being of people	X		This initiative will allow the Council to continue to meet its legal obligations in respect the Coroners and Justice Act 2009.

<b>Integration</b> - how the initiative impacts upon our wellbeing objectives	X		There is no impact on wellbeing objectives as this appointment process is to be meet legislative requirements pursuant to the Coroners and Justice Act 2009
<b>Involvement</b> - how people have been involved in developing the initiative	X		The Head of Legal and Democratic Services in consultation with the Chief Legal Officer of Swansea Council will now make arrangements to set up the Panel and is seeking delegated powers to do this. Once the panel has come to a decision, a report will need to be sent to the Chief Coroner (if he was not present in the interviews) describing the process followed and the reasons for proposing the successful applicant or applicants. The approval of the Lord Chancellor will also be sought. If the Coroner Area contains more than one authority, then the host authority must work in conjunction with the other authority(ies).
<b>Collaboration</b> - how we have worked with other services/organisations to find shared sustainable solutions	X		The Head of Legal and Democratic Services in consultation with the Chief Legal Officer of Swansea Council will now make arrangements to set up the Panel and is seeking delegated powers to do this. Once the panel has come to a decision, a report will need to be sent to the Chief Coroner (if he was not present in the interviews) describing the process followed and the reasons for proposing the successful applicant or applicants. The approval of the Lord Chancellor will also be sought. If the Coroner Area contains more than one authority, then the host authority must work in conjunction with the other authority(ies).
<b>Prevention</b> - how the initiative will prevent problems occurring or getting worse	X		This initiative will allow the Council to continue to meet its legal obligations in respect the Coroners and Justice Act 2009.

**7. Declaration - based on above assessment (tick as appropriate):**

A full impact assessment (second stage) <b>is not</b> required	X
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Reasons for this conclusion

Based upon the above assessment a second stage impact assessment is not required as the initiative does not negatively impact any protected characteristics, or the Welsh language, or biodiversity, and embraces the sustainable development principle

	<b>Name</b>	<b>Position</b>	<b>Signature</b>	<b>Date</b>
Signed off by	Craig Griffiths	Head of Legal and Democratic Services	C. Griffiths	3 <sup>rd</sup> May 2024

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## NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

### Cabinet

29<sup>th</sup> May 2024

#### Report of the Head of Legal and Democratic Services – Mr Craig Griffiths

#### Matter for Decision

Wards Affected: All

#### Hackney Carriage ('Taxi') Fare Increase

#### Purpose of the Report

1. To determine a hackney carriage fare increase.

#### Executive Summary

2. Taxi licensing is generally a non-executive function and as such the responsibility for determining licensing matters is dealt with by the Registration and Licensing Committee.
3. There are however two areas where the Council's Executive has the decision-making power, these are: determining whether to adopt hackney carriage stands (ranks) and determining the maximum fare for which a hackney carriage may charge
4. Several requests have been received from the hackney carriage trade for an increase to the existing maximum fare for which a hackney carriage may charge
5. An information report was taken to the Registration and Licensing Committee on the 15<sup>th</sup> April 2024, where members were asked for any comments on the proposal to increase the hackney carriage fare. Members of the Registration and Licensing Committee were satisfied with the proposal as presented.

#### Background

6. The Local Government (Miscellaneous Provisions) Act 1976 allows the Council to set a maximum fare for hackney carriages. The fare applies to distance, time, and all other charges in connection with the hire of a vehicle.
7. The Council has already set a maximum permitted fare and has published a fares table which must be displayed in all hackney carriage vehicles. The current fare table was last amended in April 2022
8. An increase to the hackney carriage fare was on the agenda at a recent meeting between the Council and taxi association representatives. It was agreed that a fare increase would be pursued as soon as possible due to the increasing cost of living and because the fares had not increased since April 2022.

9. The existing and proposed new hackney carriage fare tariff is attached at Appendix 1 and takes account of the following cost factors:
  - Petrol/diesel prices - In April 2022, the average local cost of unleaded petrol and diesel were 157.9p and 159.9p respectively. The current local unleaded petrol and diesel prices are 143.9 and 151.9p respectively. This represents a decrease of 8.8% in the cost of unleaded petrol and a decrease of 5% in the cost of diesel.
  - Insurance costs - Enquiries with a local insurance broker revealed that insurance costs have increased by around 50% since April 2022.
  - Licence fee costs – This Council's Licence fees payable to the Council in respect of proprietors' licences i.e. vehicle fees, were increased by 5% in April 2023, however they have not increased further in April 2024.

### **Consultation**

10. A consultation exercise has been carried out with all existing proprietors and drivers. The consultation exercise resulted in 42 responses. A summary of the consultation responses is set out below.

### Rate Increase

11. In respect of the proposed increase to the rate per mile. 23 respondents agreed that an increase was appropriate, 9 respondents wanted the rate left unchanged and 10 respondents made no mention to the rate increase.
12. Of the 23 respondents wanting an increase 18 agreed with the rate set out in appendix 1 and 5 respondents wanted the increase to be higher.

### Tariff 2 Start Time

13. In respect of the proposal for tariff 2 to start at 22:00 hours, 38 respondents referred to this proposal.
14. 21 respondents proposed that tariff 2 should start at 21:00 hours, 7 respondents wanted tariff 2 to start at 22:00 hours, and 8 requested no change i.e., to remain at 23:00 hours. 2 respondents suggested that tariff 2 should apply all weekend.

### Passengers in excess of 4

15. There were only 2 respondents that specifically referenced the increase to the rate for passengers in excess of 4. 1 respondent suggested £1 per passenger, the other respondent agreed with the proposal as set out in appendix 1.

### Officer Response

16. Following consideration of the consultation responses, it is proposed to proceed with the hackney carriage fare increase as set out at Appendix 1.
17. In order to implement the proposal to increase the hackney carriage fare, the proposal must first be approved by the Council's Cabinet, and then a public notice published on one occasion and a period of 14 days allowed for representations to be made.
18. An information report was taken to the Registration and Licensing Committee on the 15<sup>th</sup> April 2024, where members were asked for any comments on the proposal to



increase the hackney carriage fare. Members of the Registration and Licensing Committee were satisfied with the proposal as presented.

### **Integrated Impact Assessment**

19. A first stage impact assessment has been undertaken to assist the Council in discharging its legislative duties (under the Equality Act 2010, the Welsh Language Standards (No.1) Regulations 2015, the Well-Being of Future Generations (Wales) Act 2015 and the Environment (Wales) Act 2016. An initial first stage impact assessment has been undertaken, as attached at Appendix 2, which has indicated a full in-depth assessment is not required.

### **Legal Impacts**

20. The Local Government (Miscellaneous Provisions) Act 1976 allows the Council to set a maximum fare for hackney carriages. The fare applies to distance, time and all other charges in connection with the hire of a vehicle. When a local authority makes or varies a table of fares they shall publish in at least one local newspaper circulating in the area a notice setting out the table of fares or the variation and specifying the period, which shall not be less than fourteen days from the date of the first publication of the notice, within which and the manner in which objections to the table of fares or variation can be made. If no objection to a table of fares or variation is duly made within the period specified in the notice, the table of fares or variation shall come into operation on the date of the expiration of the period specified in the notice.

### **Risk Management**

21. No implications

### **Consultation**

22. Consultation has been carried out with all existing proprietors and drivers. Where a decision is taken by Cabinet to increase the maximum fare, the proposed increase must be advertised on one occasion in a local newspaper for a period of at least 14 days; any objections must then be considered before the increase can become effective.

### **Recommendation**

23. It is recommended that having due regard to the Integrated Impact Screening Assessment, that members approve the proposal to increase the hackney carriage fare as set out at Appendix 1 however in the event that an objection is received following public advert a report be brought back to Cabinet for a determination to be made.

### **Implementation of Decision**

24. The decision is proposed for implementation after the 3 day call in period.

### **Appendices**

Appendix 1 – Existing and proposed hackney carriage fare

Appendix 2 – Integrated Impact Screening Assessment

## List of Background Papers

None

### Officer Contact

Craig Griffiths  
Head of Legal and Democratic Services  
Tel (01639) 763767  
Email [c.griffiths2@npt.gov.uk](mailto:c.griffiths2@npt.gov.uk)

Neil Chapple  
Legal Regulatory Manager  
Tel (01639) 763050  
Email: [n.chapple@npt.gov.uk](mailto:n.chapple@npt.gov.uk)

**Proposed Maximum Hackney Carriage Fare 2024**

**Tariff 1 - at all times except when either tariff 2 or 3 apply.**

	Initial distance	Start Rate	Per Additional 1/10 Mile	1 mile	% Increase	2 mile	% Increase	3 mile	% Increase	5 mile	% Increase	10 mile	% Increase
<b>Existing</b>	1 Mile	£3.40	£0.24	£3.40		£5.80		£8.20		£13.00		£25.00	
<b>Proposal</b>	1 mile	<b>£3.50</b>	<b>£0.26</b>	£3.50	2.94%	£6.10	5.17%	£8.70	6.10%	£13.90	6.92%	£26.90	7.60%

**Tariff 2 - 22:00 - 07:00 Monday to Friday. 21:00 - 24:00 Saturday. All day Sunday and on Bank Holidays  
Between 18:00 - 24:00 Christmas Eve, New Year's Eve and Boxing day (where boxing day falls on a Saturday)**

	Initial distance	Start Rate	Per Additional 1/10 Mile	1 mile	% Increase	2 mile	% Increase	3 mile	% Increase	5 mile	% Increase	10 mile	% Increase
<b>Existing</b>	1 Mile	£4.40	£0.28	£4.40		£7.20		£10.00		£15.60		£29.60	
<b>Proposal</b>	1 Mile	<b>£4.60</b>	<b>£0.30</b>	£4.60	4.55%	£7.60	5.56%	£10.60	6.00%	£16.60	6.41%	£31.60	6.76%

**Tariff 3 - (Xmas day & New Year's day only)**

100% surcharge on Tariff 1

**Waiting Time**

Existing 0.15p per 30 seconds

**Extra Charges**

Soiling charge maximum £100.00  
Each passenger exceeding four **£0.75p**

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## Impact Assessment - First Stage

### 1. Details of the initiative

<b>Initiative description and summary: Hackney Carriage Maximum Permitted Fare Increase</b>
<b>Service Area: Legal Regulatory Services</b>
<b>Directorate: Strategy and Corporate Services</b>

### 2. Does the initiative affect:

	Yes	No
Service users	✓	
Staff	✓	
Wider community	✓	
Internal administrative process only		✓

### 3. Does the initiative impact on people because of their:

	Yes	No	None/ Negligible	Don't Know	Impact H/M/L	Reasons for your decision (including evidence)/How might it impact?
Age	✓				M	An increase to the maximum permitted fare for hackney carriages will lead to an increase in the amount it costs to hire a taxi in Neath Port Talbot. It will therefore affect any person that uses taxis, regardless of whether they have a protected characteristic.  It is likely however that the most affected would be those that are the most heavily reliant on public transport; the elderly, disabled and potentially other groups such as i.e. parents with young children - The impact on these groups is marked as medium, not high, for several reasons:
Disability	✓				M	

						<ul style="list-style-type: none"> <li>• Although it is proposed to increase the maximum permitted fare, it is not mandatory for all taxi firms to do so. Operators will sometimes charge less than the maximum fare, particularly where the individuals are taking regular journeys with the same operator.</li> <li>• Regular users of taxis who use this mode of transport for various reasons e.g. commuting to work, hospital appointments, shopping etc. will often have a private contract in place with a specific taxi company or driver and would have already agreed a fare. Officers are aware that this is common practice through discussions with the taxi association representatives and taxi operators.</li> <li>• Low cost community transport is provided by not for profit companies operating within Neath Port Talbot, designed to meet the needs of older people and people with disabilities. There are various organisations offering these services within Neath Port Talbot which are advertised online.</li> <li>• The proposed increase to the maximum permitted fare would add 10p to a 1 mile journey and 30p to a 2 mile journey.</li> </ul>
Gender Reassignment		✓				<p>An increase to the maximum permitted fare will not specifically impact on persons because of their protected group. The impact will be the same for all users of taxis regardless of the protected group that they belong to. The level of impact will be dictated by a person's ability to pay a higher fare for taxi journeys.</p>
Marriage/Civil Partnership		✓				
Pregnancy/Maternity		✓				
Race		✓				
Religion/Belief		✓				
Sex		✓				

Sexual orientation		✓				
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**4. Does the initiative impact on:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence used) / How might it impact?
People's opportunities to use the Welsh language		✓				These are not impacted by the fact that a taxi user needs to pay more for a journey. The Welsh language is not impacted by this proposal.
Treating the Welsh language no less favourably than English		✓				

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**5. Does the initiative impact on biodiversity:**

	Yes	No	None/ Negligible	Don't know	Impact H/M/L	Reasons for your decision (including evidence) / How might it impact?
To maintain and enhance biodiversity		✓				This is not impacted by the fact that a taxi user needs to pay more for a journey.
To promote the resilience of ecosystems, i.e. supporting protection of the wider environment,			✓			The increase to the maximum permitted fare is quite low, but it is possible that if a taxi driver has an increase in pay, then it could lead to the driver purchasing a newer, more environmentally friendly vehicle.

such as air quality, flood alleviation, etc.						
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**6. Does the initiative embrace the sustainable development principle (5 ways of working):**

	Yes	No	Details
<b>Long term</b> - how the initiative supports the long term well-being of people	✓		The last increase to the maximum permitted fare was in April 2022. This means that taxi drivers have not had a pay increase for 2 years. The maximum permitted fare increase proposed attempts to strike a balance between ensuring that taxi drivers can earn a sufficient salary, whilst protecting those that are reliant on the use of taxis.
<b>Integration</b> - how the initiative impacts upon our wellbeing objectives	✓		<p>Taxi drivers build up experience and have training to identify and report safeguarding concerns (children and adults) and offer assistance to vulnerable people particularly those who are disabled and / or elderly.</p> <p>Taxi drivers also play an important role in ensuring a safe night time economy, providing an essential service for people to get home safely.</p> <p>Where taxi drivers are able to make a good living from driving taxis it will ensure that professional experienced drivers are retained with the service, taxi standards at kept high and ensure the availability of an efficient service that the public can rely on.</p>



<b>Involvement</b> - how people have been involved in developing the initiative	✓		Meetings have taken place between the licensing authority and the taxi associations and unions. If the proposed increase is approved, then a public notice must be published that allows the public to make comments in respect of the proposal. Any comments received would then need to be considered prior to implementation.
<b>Collaboration</b> - how we have worked with other services/organisations to find shared sustainable solutions	✓		Meetings have taken place between the licensing authority and the taxi associations and unions to try and agree an appropriate increase to maximum permitted fare.
<b>Prevention</b> - how the initiative will prevent problems occurring or getting worse	✓		<p>An increase to the maximum permitted fare for hackney carriages will lead to an increase in the amount it costs to hire a taxi in Neath Port Talbot. It will therefore affect any person that uses taxis, regardless of whether they have a protected characteristic.</p> <p>Taxis play an important role in an integrated transport network, and are often an essential mode of transport for enabling people to access local services and health care. In addition, a vibrant day and night time economy relies on taxis to ensure that people are transported safely to and from venues.</p> <p>Where taxi drivers are able to make a good living from driving taxis it will ensure that professional experienced drivers are retained with the service, taxi standards at kept high and ensure the availability of an efficient service that the public can rely on.</p>

**7. Declaration - based on above assessment (tick as appropriate):**

A full impact assessment (second stage) <b>is not</b> required	✓
Reasons for this conclusion	

There doesn't appear to be any studies / research carried out in relation to taxi usage which can be referenced when making some of the assumptions in this assessment. The proposal strikes a fair balance between an appropriate increase to pay for taxi drivers, whilst ensuring that those who most rely on taxi services are not overly affected. It is anticipated that an increase in the cost of using taxis would most impact those who have less mobility e.g. the elderly, disabled, but would also impact those that rely on taxis and have low incomes. It is considered however, a full impact assessment is not necessary in this instance, as the increase to the maximum permitted fare proposed in the report is consistent with the increases in the cost of living, particularly since there has been no increase to the maximum permitted fare since April 2022.

	<b>Name</b>	<b>Position</b>	<b>Signature</b>	<b>Date</b>
Completed by	<b>Neil Chapple</b>	<b>Legal Regulatory Manager</b>	<b>Neil Chapple</b>	<b>9/4/24</b>
Signed off by	<b>Craig Griffiths</b>	<b>Head of Service/Director</b>	<b>Craig Griffiths</b>	<b>9/4/24</b>



Cyngor Castell-nedd Port Talbot  
Neath Port Talbot Council

## Report of the Head of Legal and Democratic Services

### CABINET

29<sup>th</sup> May 2024

### ACCESS TO MEETINGS/EXCLUSION OF THE PUBLIC

<b>Purpose:</b>	To consider whether the Public should be excluded from the following items of business.
<b>Item (s):</b>	<b>Agenda Item 13</b> – Proposed Easement in Perpetuity in Respect of an Underground Foul Sewerage Pipe and Apparatus within Council Land at Pontardawe Retail Park, Ffordd Parc Ynysderw, Pontardawe – Lidl Great Britain Ltd
<b>Recommendation(s):</b>	That the public be excluded from the meeting during consideration of the following item(s) of business on the grounds that it/they involve(s) the likely disclosure of exempt information as set out in the Paragraphs listed below of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007 subject to the Public Interest Test (where appropriate) being applied.
<b>Relevant Paragraph(s):</b>	14

## **1. Purpose of Report**

To enable Members to consider whether the public should be excluded from the meeting in relation to the item(s) listed above.

Section 100A (4) of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007, allows a Principal Council to pass a resolution excluding the public from a meeting during an item of business.

Such a resolution is dependant on whether it is likely, in view of the nature of the business to be transacted or the nature of the proceedings that if members of the public were present during that item there would be disclosure to them of exempt information, as defined in section 100I of the Local Government Act 1972.

## **2. Exclusion of the Public/Public Interest Test**

In order to comply with the above mentioned legislation, Members will be requested to exclude the public from the meeting during consideration of the item(s) of business identified in the recommendation(s) to the report on the grounds that it/they involve(s) the likely disclosure of exempt information as set out in the Exclusion Paragraphs of Schedule 12A of the Local Government Act 1972 as amended by the Local Government (Access to Information) (Variation) (Wales) Order 2007.

Information which falls within paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended is exempt information if and so long as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

The specific Exclusion Paragraphs and the Public Interest Tests to be applied are listed in Appendix A.

Where paragraph 16 of the Schedule 12A applies there is no public interest test. Members are able to consider whether they wish to waive their legal privilege in the information, however, given that this may place the Council in a position of risk, it is not something that should be done as a matter of routine.

**3. Financial Implications**

Not applicable

**4. Integrated Impact Assessment**

Not applicable

**5. Valleys Communities Impact**

Not applicable

**6. Workforce Impact**

Not applicable.

**7. Legal Implications**

The legislative provisions are set out in the report.

Members must consider with regard to each item of business the following matters.

- (a) Whether in relation to that item of business the information is capable of being exempt information, because it falls into one of the paragraphs set out in Schedule 12A of the Local Government Act 1972 as amended and reproduced in Appendix A to this report.

and either

- (b) If the information does fall within one or more of paragraphs 12 to 15, 17 and 18 of Schedule 12A of the Local Government Act 1972 as amended, the public interest test in maintaining the exemption outweighs the public interest in disclosing the information; or
- (c) if the information falls within the paragraph 16 of Schedule 12A of the Local Government Act 1972 in considering whether to exclude the public members are not required to apply the public interest test by must consider whether they wish to waive their privilege in relation to that item for any reason.

**8. Risk Management**

To allow Members to consider risk associated with exempt information.

**9. Recommendation(s)**

As detailed at the start of the report.

**10. Reason for Proposed Decision(s):**

To ensure that all items are considered in the appropriate manner.

**11. Implementation of Decision(s):**

The decision(s) will be implemented immediately.

**12. List of Background Papers:**

Schedule 12A of the Local Government Act 1972

**13. Appendices:**

Appendix A – List of Exemptions

## Appendix A

<b>NO</b>	<b>Relevant Paragraphs in Schedule 12A</b>
<b>12</b>	Information relating to a particular individual
<b>13</b>	Information which is likely to reveal the identity of an individual
<b>14</b>	Information relating to the financial or business affairs of any particular person (including the authority holding that information).
<b>15</b>	Information relating to any consultations or negotiations, or contemplated consultations or negotiations in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority
<b>16</b>	Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.
<b>17</b>	Information which reveals that the authority proposes: <ul style="list-style-type: none"> <li>• To give under any enactment a notice under or by virtue of which requirements are imposed on a person, or</li> <li>• To make an order or direction under any enactment.</li> </ul>
<b>18</b>	Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.



By virtue of paragraph(s) 14 of Part 4 of Schedule 12A  
of the Local Government Act 1972.

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