



Specification

2018-2022 Neighbourhood Planning Support Services

1. INTRODUCTION

- 1.1. The Department for Communities and Local Government (DCLG)'s role is to provide the legislative/policy framework to enable local people to create great places to live and work, and to give more power to local people to shape what happens in their area.
- 1.2. Neighbourhood planning gives communities direct power to develop a shared vision for their neighbourhood and shape the development and growth of their local area. They are able to choose where they want new homes, shops and offices to be built, have their say on what those new buildings should look like and what infrastructure should be provided, and grant planning permission for the new buildings they want to see go ahead. More information about neighbourhood planning is available on the DCLG website:
<https://www.gov.uk/guidance/neighbourhood-planning--2>
- 1.3. Since the first communities took up neighbourhood planning in 2011, over 2,200 groups have started the process, representing a radical shift in the way statutory planning policies are drawn up. As of September 2017, over 400 successful neighbourhood planning referendums have taken place, with over 500,000 votes cast, an average turnout of 33% and an average 'yes' vote of 88%.
- 1.4. DCLG recognises that neighbourhood planning is primarily undertaken by volunteers and depending on local ambitions, neighbourhood planning can be complex. In this context, DCLG has made funding and support available to these groups and their local planning authorities since 2011. DCLG are only aware of one plan that has progressed to referendum without some financial support from DCLG.
- 1.5. The housing White Paper¹ published in February 2017 committed to make further funding available to neighbourhood planning groups from 2018.
- 1.6. The budget for the 2018-2022 neighbourhood planning support services contract (hereinafter referred to as 'the Contract') is £22.409m incl. VAT. DCLG require the Contract to make available a basic level of support for every existing and prospective neighbourhood planning group in England (hereinafter referred to as 'the Customer'), and to provide further support in the form of grants and/or Technical Support to eligible Customers to help them get neighbourhood plans or neighbourhood development orders (NDOs) in place for their area.

¹ (<https://www.gov.uk/government/collections/housing-white-paper>)



However, this is a demand led service and DCLG makes no guarantee as to level of grant, Technical Support or additional services that may be required or awarded to Customers under this Contract.

- 1.7. This Specification sets out what is required of the Contractor to deliver this support on behalf of DCLG and to help DCLG achieve its objectives for neighbourhood planning.

2. CONTRACT OBJECTIVES

- 2.1. DCLG objectives for the 2018-2022 Contract have developed from those for previous contracts. By March 2022 the Contract aims to deliver:

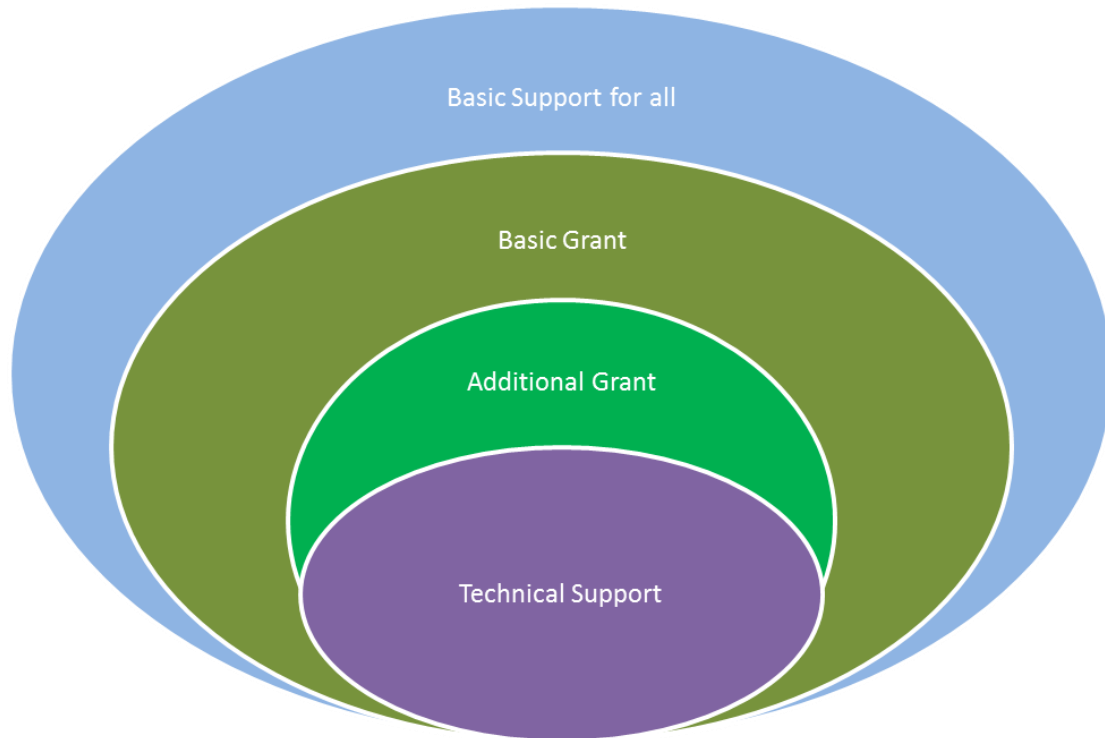
- (a) More neighbourhood plans in force (as of September 2017, over 2,200 Customers had started the process, with over 400 successful referendums);
- (b) Additional support to communities preparing neighbourhood plans that allocate sites for housing;
- (c) Greater take-up of neighbourhood planning design policies, especially design codes;
- (d) Successful pilots on Neighbourhood Development Orders (NDOs) that support housing delivery and good quality design;
- (e) Pilots to explore the potential of using Community Infrastructure Levy (CIL) to fund the production of plans, where applicable, as a replicable future self-financing mechanism for some neighbourhood planning groups. These pilots are subject to wider policy decisions.

3. CONTRACT SCOPE

- 3.1. The Contract shall involve provision to Customers of the key services described below, in order to support them with neighbourhood planning:
 - (a) **Basic support** – including online resources, expert advice, and networking facilitation;
 - (b) **Grants** – provision of both basic and additional grants to Customers to fund neighbourhood planning activities;
 - (c) **Technical Support** – provision of specialist, Technical Support packages to deliver specific outputs linked to Ministerial priorities on housing, design and supporting communities to establish neighbourhood planning groups in unparished areas.



Diagram 1 - Spectrum of support to be available



- 3.2. Based on analysis, DCLG estimate over 3,000 grant applications will be made over the period 2018-2022, and over 900 Technical Support packages to be delivered. Because of the demand-led nature of the Contract, there is a high level of volatility in these forecasts. However, DCLG know via recent expressions of interest and informal online monitoring that there is a strong pipeline of existing and emerging Customers that are highly likely to access the Contract, and that demand for support is increasing. Further detail on historic demand volumes is set out in Schedule 2 (Indicative Legacy Service Information).
- 3.3. The scope of the Contract shall not include the issuing and monitoring of grant payments approved by the Contractor, nor the recovering of unspent grant payments, which shall be the responsibility of the independently appointed Grant Administrator. Indicative details on the role of the Grant Administrator are set out in Schedule 3 (Grant Administration Services).



NDO and CIL Pilots

- 3.4. The scope of the potential NDO and CIL pilots are subject to wider policy decisions and are yet to be confirmed. However, it is anticipated that the Contractor may be required to provide information and input to support DCLG with related policy development and pilot design. DCLG reserves the right to agree further details, requirements and deliverables with the Contractor at an appropriate time, and therefore the pilot requirements are not discussed further in this Specification. For the avoidance of doubt, the costs related to these pilots are not included in Table 4. Any agreed details, requirements and deliverables shall be in accordance with Clause A5 (Amendments and Variations) and Clause D3 (Variation of the Services) of the Contract Terms and Conditions (Annex B), and the Price Schedule (Annex C).

Additional Services

- 3.5. Subject to successful implementation and on-going delivery of this Contract, DCLG may request proposals from the Contractor regarding potential provision of the following additional services beyond the Contract value:
- (a) provision of data collection and publication of housing supply and delivery (completions) in neighbourhood planning areas;
 - (b) provision of data collection and management services for planning related information, including access to open data and maximising the use of digital tools;
 - (c) provision of publically accessible planning-related digital tools and mapping services; and / or
 - (d) provision of similar Technical Support services to relevant stakeholders for the purposes of preparing Local and other statutory plans;
- 3.6. Proposals for these additional services shall need to demonstrate clear benefits and value for money, and any decision to implement such proposals shall be discussed and agreed with the Contractor in accordance with Clause A5 (Amendments and Variations) and Clause D3 (Variation of the Services) of the Contract Terms and Conditions (Annex B) and the Price Schedule (Annex C). DCLG does not guarantee inclusion of these services in the Contract. For the avoidance of doubt, the costs related to these services are not included in Table 4.



4. KEY DELIVERABLES

- 4.1. The Contractor shall deliver the following basic support, Grant and Technical Support requirements as a minimum:

On-line Portal and Resources

- 4.2. The Contractor shall provide an on-line neighbourhood planning portal (hereinafter referred to as “the Portal”) which is appropriately accessible, flexible and adaptable, is compliant with all relevant standards, and is sufficiently supported by relevant hosting, back up and maintenance services.
- 4.3. The Portal shall include information on the specific support available, what each element of support can deliver, and how to apply for it. The information on the Portal should complement, but not unnecessarily duplicate, the Government’s online neighbourhood planning content on GOV.UK, to ensure a seamless and consistent service for Customers. Therefore the Contractor shall need to work closely with both DCLG and Government Digital Service (GDS) to ensure all relevant links and content across the Portal and GOV.UK are proactively managed and updated in an appropriate and timely manner, and in accordance with Schedule 1 (Contract and Performance Management).
- 4.4. The neighbourhood planning content on GOV.UK is currently being refreshed by DCLG and GDS, but at a high level will provide information and guidance on the following areas:
- (a) neighbourhood planning policy and agenda;
 - (b) neighbourhood planners’ rights and obligations;
 - (c) what a neighbourhood plan is (and is not);
 - (d) available support for writing neighbourhood plans (including a link to the Contractor’s Portal).
- 4.5. DCLG owns the intellectual property for the content of the current website. If so required, DCLG shall be able to make relevant neighbourhood planning content available to the Contractor. Further detail on historic website traffic is included in Schedule 2 (Indicative Legacy Service Information).
- 4.6. The Contractor shall be responsible for hosting, managing and maintaining the Portal, which shall contain or otherwise link to:
- (a) The relevant neighbourhood planning content on the GOV.UK site.
 - (b) Bespoke and stand-alone resources such as toolkits, ‘how-to’ guides and case studies specifically designed to provide informal advice and guidance which can help Customers write successful neighbourhood plans (see paragraphs 4.7 to 4.13).
 - (c) A multi-channel advice service (see paragraph 4.14 to 4.21).



- (d) Application forms and associated guidance which will enable Portal visitors to apply for support and / or funding (see paragraph 4.26 to 4.33). The application forms shall need to link into the Customer Relationship and Data Management System (CRMS) so it is clear that a Customer has started the process of producing a neighbourhood plan or order (see paragraph 4.58 to 4.62).
 - (e) Details of the neighbourhood planning Customer and Champions Networks (see paragraph 4.22 to 4.25). This shall include online forums for use by Customers and Champions, and opportunities for free advice from volunteers and peer-to-peer learning.
 - (f) A facility whereby Customers are able to feedback on, discuss and share learning from the support they have received via the Contract or from support that has been commissioned locally (see paragraph 4.85).
- 4.7. DCLG believe that toolkits could save significant time in the plan making process and help create robust plans. As of August 2017 there are currently 48 toolkits and 38 case studies on the existing website relating to neighbourhood planning, a detailed list is included in Schedule 2 (Indicative Legacy Service Information).
- 4.8. During the Implementation Period, the Contractor shall conduct an initial review of the current on-line resources and provide a summary report to DCLG outlining their suitability for satisfying Customer need and supporting the overall objectives of the Contract. Where applicable, the report shall also include proposals for improving the suite of on-line resources.
- 4.9. This initial review and any proposals for improvement shall clearly demonstrate and / or take into account:
- (a) the related content and / or scope of information to be provided on GOV.UK (see paragraph 4.4 above), including identification of existing resources or content that should be transferred to GOV.UK and ensuring any existing or potential duplication between the sites is minimised;
 - (b) relevant legislative changes and potential policy changes such as a revised National Planning Policy Framework (NPPF);
 - (c) the different support, learning and accessibility needs of Customers;
 - (d) the most cost effective means of providing advice and guidance, including use of open formats;
 - (e) a strategic appreciation of the wider support services available, including from other providers (e.g. how on-line resource can be used to off-set or augment funded support);
 - (f) how Customer feedback on improving future resources to meet their needs will be sought.



- 4.10. With regards to improvement proposals that include new or modified case study resources, the Contractor shall also clearly demonstrate how:
- (a) data collection will be undertaken, including working with other Providers;
 - (b) case studies will be selected, how they will meet the needs of the programme, and how access/buy-in from participants will be achieved;
 - (c) evidence will be triangulated and the rationale for the numbers and selection of participants in each case study;
 - (d) proportionate ethics, confidentiality and appropriate consent from respondents will be achieved in accordance with industry guidance;
 - (e) the case studies will be presented and disseminated in a timely and accessible way to ensure maximum impact.
- 4.11. The initial review shall be carried out so that any approved proposals for improvement can ideally be implemented in time for the launch of the Portal in March 2018. In addition to the requirements above, the Contractor's proposals for improvement shall include:
- (a) clear outline of the purpose, structure and content of any new or modified resources;
 - (b) clearly defined milestones, including production of a full draft of any new or modified resources;
 - (c) timescales for milestone progression and completion;
 - (d) a breakdown of costs in accordance with the Price Schedule (Annex C).
- 4.12. All such proposals shall be subject to prior, written approval by DCLG. Where DCLG approve a proposal for a new or modified resource, the Contractor shall deliver a full draft of the resource within the agreed timescales and costs. The full draft should be sufficiently developed so as to allow DCLG to make an informed judgement on whether the resource is / will be fit for purpose. DCLG shall have the right, within reason, to request any changes to be made to the full draft at no additional cost and within agreed new timescales. The Contractor shall comply with any requested changes and re-submit an updated draft for DCLG approval. DCLG shall then either provide approval to finalise and publish the resource or determine it is not required.
- 4.13. Any subsequent development of on-line resources that is required during the term of the Contract shall follow the process set out above on a case by case basis.



Advice Service

- 4.14. Accessing the right advice at the right time can be crucial in improving Customer's understanding of the process and reducing delay and costs later on. DCLG requires the Contractor to provide multi-channel access to advice that is cost-effective and best suits Customer need, and which is responsive to emerging issues, policy developments and knowledge gaps.
- 4.15. In order to provide an easily accessible and increasingly comprehensive body of information via the most cost-effective means, and to comply with the Government's 'Digital Service Standard' agenda (<https://www.gov.uk/service-manual/service-standard>) it is required that, as far as possible, advice be provided and/or published online. In accordance with Clause A40.3 (Intellectual Property Rights) of the Terms and Conditions of Contract (Annex B) DCLG shall own the intellectual property (IP) in any content developed and / or used for the purposes of the Contract, and the final decision on publication shall be at DCLG's sole discretion.
- 4.16. In accordance with Schedule 1 – Part B (Service Level Agreements), the Contractor shall need to respond to enquiries from Customers and other stakeholders (including those forwarded on from DCLG) within 2 working days of receipt. Historic data on volumes of queries by channel is included at Schedule 2 (Indicative Legacy Service Information).
- 4.17. The Contractor also shall be required to manage potentially complex and / or sensitive issues appropriately, including where there may be disputes between the Customer and other stakeholders, and shall escalate to DCLG as necessary.
- 4.18. The advice service shall need to be consistent with, and complimentary to, the advice, guidance and communication provided via the GOV.UK site, whilst avoiding unnecessary duplication. As such the Contractor's advice service shall focus on providing information, advice and guidance on:
 - (a) Applying for grants to help produce a neighbourhood plan or order.
 - (b) Applying for Technical Support to help produce a neighbourhood plan or order.
 - (c) Networking with other Customers and organisations to share relevant learning and exchange peer-to-peer advice.
 - (d) Other available sources of information and advice (e.g. locally commissioned events).
 - (e) Technical advice regarding complex and specialist planning needs, neighbourhood plans, the plan-making processes, the wider planning system and related issues.



- 4.19. Where the Contractor delivers advice by telephone, the Contractor shall be required to provide a dedicated telephone line. This telephone line should cost the caller no more than a national rate phone call, including from a mobile, and the hours of operation should be proportionate to a demonstrable need.
- 4.20. The Contractor shall need to provide a seamless customer journey with regards the application process for funded support. As such the advice service shall include an integral diagnostic process that:
- (a) allows Customers to submit an expression of interest (EOI) for funded support;
 - (b) can be used to ascertain whether Customers are eligible for support and / or funding; and
 - (c) can direct Customers to a relevant online application form accordingly.
- 4.21. The Contractor shall keep a date-stamped record of all enquiries and interactions - whether initial advice and diagnosis, referral to a specialist, or progression of a funded support application - on the CRMS.

Administering a Neighbourhood Planning Customer and Champions Network

- 4.22. The Contractor shall support and facilitate a neighbourhood planning Customer and Champions Network which brings together Customers and their partners, enabling them to share learning and experience and benefit from expert advice and guidance which is freely accessible to all.
- 4.23. DCLG's continuing objective for the network is a self-sustaining group of Neighbourhood Planning Champions and Customers who are able to support each other, alongside expert/technical advice where required, to take more control of their areas, including by accessing the Contract and linking in with other existing and relevant networks.
- 4.24. The Contractor is encouraged to propose additional networking initiatives, e.g. building relationships with universities, students and planning chambers who are willing and able to provide voluntary support, whilst ensuring all potential and actual conflicts of interest are appropriately mitigated and managed.
- 4.25. As a minimum the Contractor shall:
- (a) **Promote neighbourhood planning Champions** – There are currently over 130 Champions across England, drawing membership from Parishes, Forums and local planning authorities. The Contractor shall ensure this network is able to support a self-sufficient neighbourhood planning community.



- (b) **Facilitate peer to peer support between Champions and Customers** - The Contractor shall facilitate peer to peer support between all relevant parties via the most appropriate channels (e.g. face to face, telephone, e-mail or web chat / online forum) dependent on the needs of the beneficiary and the availability of the peer / Champion. Where appropriate the Contractor shall encourage all Customers who benefit from any form of Government support to provide voluntary peer to peer support to new Customers joining the Programme.
- (c) **Deliver an effective communications strategy** - The Contractor shall champion and promote neighbourhood planning, the support service and any complementary, locally commissioned initiatives to all potential Customers and stakeholders across England, including developers and builders at a local, regional and national level. The objective of the communication strategy shall be to help generate demand for support, and ensure key messages are disseminated to all relevant stakeholders in a timely manner, including to local authorities (councillors and officers), parish councils, other public sector providers and Central Government. All communications shall conform to relevant guidelines and where applicable be consistent with content on GOV.UK.

Managing Grant and Technical Support Applications

- 4.26. In accordance with the grant and Technical Support services set out in below, the Contractor shall provide a rigorous, proportionate and easy to navigate support application process for Customers. The application forms and associated guidance should be written in a style that is easy for all Customers to understand, and the process should be suitably streamlined and efficient so as to encourage Customers to be self-sufficient wherever possible.

Grant and Technical Support Applications (from 1st April 2018)

- 4.27. The Contractor shall, in accordance with the eligibility requirements set out under paragraphs 4.34 to 4.39 and 4.45 to 4.49, devise suitable criteria, processes and timescales for assessing the grant and Technical Support applications. With the exception of the interim implementation period for grant applications described in paragraphs 4.77 to 4.79, all content for grant and Technical Support application forms and any guidance on completing the forms shall be provided by the Contractor. The Contractor shall work with the Grant Administrator and DCLG to agree final versions of the forms, so that all forms and associated guidance are ready for publication on the Contractors Portal by no later than 1st April 2018, in order to support the full implementation and opening of the 2018-2022 grant and Technical Support service.



- 4.28. The Contractor shall be responsible for ensuring all Customers are incorporated (or have access to a suitably incorporated fundholder) and meet appropriate legislative requirements to enable them to receive Government funding e.g. under Section 70 of the Charities Act 2006. However, it shall be the responsibility of the Grant Administrator to carry out subsequent financial checks/due diligence on Customers who are approved by the Contractor for grant funding (see Schedule 3 – Grant Administration Services).
- 4.29. On receipt of an application the Contractor shall complete the initial grant assessment and inform the Grant Administrator of its result as soon as possible and within the agreed time-scales set out in Schedule 1 - Part B (Service Level Agreements). On receiving the assessment result from the Contractor, the Grant Administrator shall then undertake their due diligence checks, and where appropriate make a grant offer, within the agreed timescales set out in the Grant Administration Services contract. There may be situations where applications take longer to administer, for example where an unincorporated forum requires more time to incorporate or to identify an appropriate fundholder. Where this happens, or is likely to happen, the Contractor must inform DCLG as soon as possible within the agreed time-scales set out in Schedule 1 - Part B (Service Level Agreements) and provide sufficiently detailed supporting evidence.
- 4.30. Award of grants shall not require DCLG approval, provided the Contractor has conducted and can evidence the appropriate due diligence checks, including those set out under paragraphs 4.34 to 4.39.
- 4.31. The Contractor shall have robust measures in place to prevent the fraudulent or inappropriate payment of grants, including robust internal governance controls and appropriate audit procedures (both internal and external).
- 4.32. Any recommendations to award a Technical Support package shall require prior approval by DCLG. The Contractor shall deliver a robust and transparent process for reviewing Technical Support package applications which will allow DCLG to make decisions regarding the Contractors' award recommendation as soon as possible, and in an efficient and informed manner. These processes shall include robust measures to help prevent fraudulent or inappropriate awards, and shall satisfy the reporting requirements set out in Schedule 1 (Contract and Performance Management);
- 4.33. In accordance with Clause D7 (Inspection) of the Contract Terms and Conditions (Annex B) DCLG reserves the right to audit any part of the application and assessment process at any time, upon giving reasonable notice to the Contractor, in order to ensure that awards and award recommendations by the Contractor are being made on the basis of appropriate and accurate information.



Grant Eligibility

- 4.34. In accordance with paragraph 4.68 DCLG reserves the right to amend any grant values given below in order to appropriately reflect demand and / or to ensure the levels of support and funding available can be maximised.
- 4.35. The Contractor shall ensure that grant funding shall only be awarded to a town or parish council or an incorporated designated or prospective Neighbourhood Forum who satisfy the relevant eligibility criteria set out in paragraphs 4.34 to 4.39. Unincorporated prospective and designated Neighbourhood Forums shall either need to incorporate or channel funding through a suitable incorporated body (for example their local planning authority or a trusted local charity).
- 4.36. All Customers shall be eligible to apply for up to £9,000 grant funding. DCLG will have the discretion to increase or decrease available grant values within year. Customers shall, at a minimum, need to meet the following criteria:
- (a) The Customer can prove that grant money is needed to progress their plan, in particular setting out how, for example, the study, consultancy, or printing costs that the grant will fund will help deliver their plan;
 - (b) The grant shall not pay for any work that has already taken place;
 - (c) The grant shall not be used to pay staff or volunteers for their time (this excludes paying for specific pieces of consultancy);
 - (d) The Customer can demonstrate value for money;
 - (e) The grant value accounts for any net grant expenditure the Customer spent under the 2015-2018 support programme.
- 4.37. To help reduce administrative burdens and maximise grant funding, the Contractor shall award grants for activities that are to be carried out within a maximum of 12 months from receipt of the grant.
- 4.38. Furthermore, the Contractor shall ensure net grant expenditure under the 2015-2018 support programme for every Customer is rolled-over and subtracted from the amount of grant available under this Contract, to ensure that new and existing Customers are on a level playing field.
- 4.39. Customers shall have to demonstrate to the Grant Administrator that their grant has been spent in accordance with the grant terms. The Grant Administrator shall be responsible for recovering any unspent grant (annually from Forums, and when the plan comes into force for Town and Parish Councils) and notifying the Contractor accordingly. The Contractor shall be responsible for ensuring that up to date details on spent and / or recovered grant funding are recorded on the CRMS and are incorporated into the latest demand and forecasting data provided to DCLG (see paragraphs 4.63 to 4.71).



Table 1 – Grant Eligibility Summary

Grant Eligibility Summary		
Type	Who is eligible to apply for grant?	Additional detail
Basic Grant	All new Customers (including Customers updating/ replacing a plan that is in force).	To enable all new Customers to meet basic neighbourhood planning costs. Customers updating a plan that is in force shall have their grant slates ‘wiped clean’ because an updated plan is essentially a new plan.
Basic Grant	All existing Customers	To enable all existing Customers to meet basic neighbourhood planning costs. The net value of any 2015-18 grant spent shall be subtracted from their available grant.
Additional Grant	Customers allocating sites for housing in their plan.	To incentivise and support Customers to allocate sites for housing.
Additional Grant	Customers including site-specific design codes in their plan.	To incentivise and support Customers to including site-specific design codes in their plan.
Additional Grant	Business neighbourhood plans.	Local authorities can designate neighbourhood areas that are wholly or predominantly business in nature as business neighbourhood planning areas – necessitating an additional local business referendum.
Additional Grant	Clusters of three or more parishes.	Multi Parish areas are formed when town or parish councils join together to write a joint plan.
Additional Grant	Neighbourhood Areas with a population of over 25,000.	Existing designated neighbourhood area populations range from around 100 to over 40,000.



Basic Grant Award

- 4.40. The Contractor shall award Basic Grants of between £1k and £9k directly to all Customers who can demonstrate compliance with the relevant eligibility criteria set out in above.
- 4.41. Basic Grants shall be allocated to Customers for a range of activities, and may be used to help leverage contributions from other parties such as businesses, residents and developers. £9,000 will make a significant contribution to the costs of plan preparation. Without funding to pay for these costs, it is likely that fewer Customers would complete their neighbourhood plans. Grant funded activities will vary depending on the type of group and the stage of the process they are at.
- 4.42. Customers shall be required to demonstrate progress through the neighbourhood planning process as part of the application process managed by the Contractor, but payments will typically cover some of the smaller costs associated with neighbourhood planning, for example printing costs, paying for a study or hosting a community engagement event. Examples of grant spend include:
- (a) Neighbourhood Forums - building the Forum pre-designation, printing, venue hire, website.
 - (b) Small parishes – community focussed activities and housing needs surveys.
 - (c) Large parishes/towns/Forums – specific surveys on housing, traffic or flooding.
 - (d) Later stage Customers – professional advice to focus the work of the group on policies and a drafting of the plan.

Additional Grant Award

- 4.43. The Contractor shall ensure Customers only receive additional grant, and / or full access to Technical Support if, in accordance with the detailed eligibility criteria set out above, their plans are demonstrably seeking to deliver core priorities on housing site allocation and design, and/or face particular situations (for example those with a population over 25,000). The maximum additional grant for these Customers shall be £17,000. DCLG will have the discretion to increase or decrease available grant values within year.
- 4.44. This change of emphasis aims to encourage Customers towards focussing on Ministerial priorities.

Technical Support Eligibility

- 4.45. The focus of Technical Support shall be on the planning output that delivers more tangible outcomes. The Contractor shall link eligibility for Technical Support to the content of plans, rather than the composition of the group.



- 4.46. Certain Technical Support shall also be available to Customers to help them to establish neighbourhood planning groups in unparished areas, in recognition of the extra challenges faced by such Customers.

Table 2 – Technical Support Eligibility

Technical Support Eligibility Summary	
Who is eligible to apply for Technical Support?	Additional detail
<p>Customers allocating sites for housing in their plan</p> <p>(Eligibility based on plan content)</p>	<p>National planning policy (Written Ministerial Statement³ and housing White Paper⁴) provides a powerful incentive for Customers to allocate housing sites. The criterion is also outcome based and simple for Customers to understand.</p> <p>Allocating housing sites can be complex so Technical Support will often be needed. The Contractor should assist Customers in getting the right support for the plan’s ambition.</p>
<p>Customers including design codes in their plan</p> <p>(Eligibility based on plan content)</p>	<p>National planning policy (housing White Paper) sets out how neighbourhood plans are a key vehicle for delivering better design in line with the local community’s objectives.</p> <p>Allocating housing sites can be complex so Technical Support will often be needed. The Contractor should assist Customers in getting the right support for the plan’s ambition.</p> <p>This is linked to housing allocations and NDOs below.</p>
<p>Neighbourhood Development Orders (NDOs)</p>	<p>NDOs can grant planning permission for specific developments in a neighbourhood area. Ministers are keen to encourage take-up of NDOs and for specific Technical Support to be available to Customers producing them, particularly as very few NDOs have been produced to date. NDOs can be complicated to produce, as they can require site viability assessments, land assessments and extensive engagement with developers and landowners, so Technical Support will often be needed.</p>

³ <https://www.parliament.uk/business/publications/written-questions-answers-statements/written-statement/Commons/2016-12-12/HCWS346/>

⁴ <https://www.gov.uk/government/collections/housing-white-paper>



Customers establishing neighbourhood planning groups in unparished areas	Customers in unparished areas (especially those in deprived unparished areas) should be able to access professional support to start the neighbourhood planning process. Such Customers typically need to undertake considerable engagement to establish their area and get their Forum designated.
Customers facing challenges to resolve disputes that are stalling plan progress	To ensure that mediation and /or dispute resolution services are available for rare cases in which some kind of intervention is deemed necessary to help resolve a dispute between the group and their local planning authority or another key stakeholder.

- 4.47. As with grant applications, Customers will have to justify their need for Technical Support via the Contractor’s application process, before any support is awarded. As detailed in paragraph 4.32, the Contractor shall ensure that packages are only awarded to Customers who would demonstrably not make sufficient progress without them, by ensuring the application process is suitably rigorous.
- 4.48. In particular, the need for housing site assessments, design codes, strategic environmental assessments and plan health-checks are critical aspects / stages of neighbourhood plans, and DCLG require the Contractor to provide a process that will deliver implementation of tangible and decisive interventions where appropriate, and allows draw-down of bespoke, specialist advice as needed.
- 4.49. Where Technical Support provides neighbourhood plan policies (e.g. housing allocations), the Contractor shall be required to defend those policies at examination where necessary. This could occur if the independent examiner⁵ requests additional information about a policy provided by the Contractor, and/or convenes a hearing to discuss the policy provided by the Contractor.

Technical Support Packages

- 4.50. The Contractor shall deliver Technical Support that focuses on specific pieces of essential work and is delivered within reasonable timescales, with clear and tangible outcomes that allow for close monitoring of progress. Unless there are demonstrably justifiable reasons otherwise, the Contractor shall deliver Technical Support using qualified experts in the relevant fields, rather than, for example, general neighbourhood planning experts. The Contractor shall ensure that Technical Support can be effectively delivered across the whole of England and to all Customers, taking account of any relevant local factors that could enhance or hinder delivery.

⁵ The neighbourhood planning examination is the final check of a plan by an independent examiner to ensure it meets the basic conditions and other matters before it goes to referendum.



- 4.51. The Contractor shall ensure that the latest range and content of Technical Support packages is clearly communicated to Customers via the Portal and the advice service, including a clear explanation of what the individual packages can and cannot deliver, how they are delivered and how they can be accessed.
- 4.52. Technical Support packages to be provided by the Contractor shall include those listed in Table 3 as a minimum, i.e.:
- (a) Strategic Environmental Assessments;
 - (b) Environmental Impact Assessments;
 - (c) Habitats Assessments;
 - (d) Design including design codes;
 - (e) Masterplanning;
 - (f) Site options and assessment;
 - (g) Housing needs assessment study;
 - (h) Evidence base and policy development;
 - (i) Setting up a neighbourhood planning group in an unparished area;
 - (j) Carrying out a plan health check, prior to examination; and
 - (k) Facilitation (where justified by particularly diverse, conflicting or complex needs, consideration shall be given to awarding a small number of facilitation days from an experienced neighbourhood planner).
- 4.53. There are three scenarios for each Technical Support package (simple, medium and complex) the detailed definitions for which are set out in Table 3 below. The Contractor shall have an appropriate, clearly defined timescale and methodology for delivering each type of Technical Support package, and for demonstrating to DCLG that packages have been delivered on time, to the appropriate level of quality, and to the satisfaction of the Customer (see Schedule 1 – Part B, Service Level Agreements).
- 4.54. For payment purposes a Technical Support package shall be deemed to have been delivered and accepted when the Contractor provides satisfactory evidence to DCLG that an appropriate 'Package Completion Report' has been issued to the relevant Customer. The Contractor shall also be responsible for ensuring that Customers sign-off the Package Completion Report in a timely manner in order to verify receipt of the Technical Support package, however this shall not be required for payment purposes.



- 4.55. The Contractor shall provide regular management information to DCLG regarding the status of Technical Support delivery and Package Completion Reports issued to Customers. In accordance with Clause A20 (Production and Retention of Documentation) of the Contract Terms and Conditions (Annex B), and notwithstanding the provisions of paragraph 4.53 and 4.54 above, DCLG reserves the right to audit the relevant Contractor records. Where DCLG considers, in its reasonable opinion, that there is insufficient evidence to support Technical Support delivery, DCLG reserves the right to reclaim any relevant payments made in accordance with Clause A7 (Recovery of Sums Due) of the Contract Terms and Conditions (Annex B).
- 4.56. The Contractor shall continuously review the range of packages available to ensure they are responsive to evolving Customer need, policy developments and Ministerial priorities, and taking into account objective and representative Customer / user feedback in accordance with paragraph 4.85, and shall have a robust process for proposing new or modified packages where appropriate.
- 4.57. The scope and cost of any new or modified packages proposed by the Contractor shall be demonstrably consistent with, and proportionate to, the range of packages listed below (the costs for which, as set out in the Price Schedule (Annex C), shall be used as a benchmark), and shall take account of the need to deliver support within overall budget availability, as set out under paragraphs 4.63 to 4.71. Final approval of any new or modified packages proposed shall be at the sole discretion of DCLG.



Table 3 – Technical Support Package Scenarios

TECHNICAL SUPPORT PACKAGE ILLUSTRATIVE SCENARIOS			
Package Title	Simple	Medium	Complex
Strategic Environmental Assessment / Environmental Impact Assessment / Habitats Assessment	Neighbourhood Development Order (NDO) for 10 homes in a small village in a conservation area and an Area of Outstanding Natural Beauty.	Neighbourhood plan allocating 150 homes. Some environmental features of local / regional interest	Complex plan in a market town with a population of over 25,000 seeking to allocate 1,000 homes across a range of sites. Out-of-date Local Plan. The area is subject to a number of environmental constraints
Design Including design codes	Design and access statement and plans / drawings for an NDO for 10 homes in a small village.	Design and access statement for an allocation of up to 150 homes.	Design statement and series of design codes for 12 character areas and 6 specific larger sites each with a housing allocation of over 150 units.
Masterplanning	Masterplan for an allocation of 10 homes.	Masterplan for an allocation of up to 150 homes.	Masterplan for an allocation of over 150 homes.
Site options and assessment	Assessment of site development potential, suitability, availability and achievability (including viability) for an NDO for 10 new homes in a small village.	Assessment of suitability, availability and achievability for a neighbourhood plan seeking to allocate 150 within a weak land market.	An assessment of land availability, identification and application of, site assessment criteria for a complex plan in a market town that is seeking to allocate sites for over 1,000 homes. Assessment of potential sites to include development potential, suitability, availability and achievability (including viability).



Housing needs assessment studies	Housing needs assessment to support an NDO for 10 homes in a small village with little development pressure.	Objective assessment of housing need in an area with some development pressure.	Objective assessment of housing needs for a market town with a population of over 25,000, considered suitable for significant growth and facing high development pressure. Early stage emerging Local Plan with no up-to-date evidence base.
Evidence base and policy development	Providing specialist evidence and policy development support on flood risk or air quality to support an NDO 10 homes in a small village with little development pressure.	Providing specialist evidence and policy development support on flood risk or air quality to support the allocation sites for over 150 homes.	Providing specialist evidence and policy development support on flood risk or air quality to support the allocation sites for over 1,000 homes.
Setting up a neighbourhood planning group in an unparished area	Existing residents association in a predominantly residential and relatively prosperous area with a clearly defined boundary.	A potential forum created from several existing groups (e.g. Amenity society, community association and local church) in a generally cohesive area but with little professional capacity.	A forum in a deprived area with small unconstituted groups pushing for different aims. Limited or no professional capacity or defined boundary.



Carrying out a plan health check, prior examination	Health check on straight forward NDO for 10 homes in a small village in a conservation area and in the Areas of Outstanding Natural Beauty.	Health check on a neighbourhood plan in an area allocating 150 homes. Some environmental features of local / regional interest.	Health check on a complex plan in a market town with a population of over 25,000 seeking to allocate 1,000 homes across a range of sites. Early stage emerging Local Plan with no up-to-date evidence base. The area is subject to a number of environmental constraints
Facilitation Days (requested by Customers or by DCLG)	Limited intervention to provide facilitation to initiate community engagement.	Facilitation where plan has stalled due to community being unable to establish /agree next steps following community engagement or a minor dispute with their local planning authority.	Facilitation where plan has stalled due to a complicated planning or legal issues or a major dispute with their local planning authority.



Customer Relationship and Data Management System (CRMS)

- 4.58. The Contractor shall provide and manage (including but not limited to hosting, back up and maintenance of) a Customer Relationship and Data Management System (CRMS). The CRMS shall integrate as necessary with the Contractors' Portal to provide a seamless service to Customers and enable their 'customer journeys' to be tracked and monitored, helping DCLG to establish and understand the impact of any support they receive.
- 4.59. As a minimum the CRMS shall specifically be used to:
- (a) Assist with responding to enquiries to the advice service, including identifying any previous contact with the Customer or from others in the related geographical area, and / or identifying previous enquiries on related subject matter, so as to assist with the intelligent analysis of enquiry patterns, information needs and information sources.
 - (b) Record all interactions with Customers including, where relevant, with the Grant Administrator, DCLG or GDS. The CRMS shall at any time be able to provide access to information about Customers who are in the system in order to assist with assessing support applications and monitoring Customer progress through the support provision.
 - (c) Capture evidence on the processes and activities that support recipients undertake during the course of the Contract, and where possible the impacts flowing from them. The evidence should highlight success stories and convey key learning points from across the range of support provided. It shall draw upon the detailed information gathered as part of the routine CRMS and contract management information that shall be recorded by the Contractor.
 - (d) Ensure the evidence base also supports recommendations for bespoke case study outputs and other learning materials, and inform DCLG about Customers experiences of working with neighbourhood planning policies and the support provision. DCLG may need to supplement this work with in-house analysis and research which shall be discussed with the Contractor during the course of the Contract.
 - (e) Store final versions of key documents for each Customer.
 - (f) Collect the relevant data needed to satisfy other contractual reporting requirements (see Schedule 1 – Contract and Performance Management).



- 4.60. The Contractor shall ensure that the following information is gathered on each Customer applying for grant or Technical Support:
- (a) Basic information about the Customer, including information on lead applicant/organisation name, address, organisation legal structure, number of years in operation, organisation aim and sources of income, current programmes the organisation is participating in.
 - (b) Details of each interaction/contact between the Customer and the Contractor including actions to progress neighbourhood plans and results following on from those activities.
 - (c) Details on grant(s) offered and amount(s) paid.
 - (d) Details of milestones reached in delivering the plan, order or application (via the Technical Support/grants received) and outputs delivered.
 - (e) Copies of draft plans/strategies produced by Customers, plus Examiners' Reports.
 - (f) Copies of final plans/strategies produced by Customers.
- 4.61. The Contractor shall be required to ensure this information is added / updated as appropriate each time the Contractor has contact with Customers to ensure the current status of each Customer and their progress is recorded.
- 4.62. The Contractor shall have a process for ensuring information and data flows appropriately between all parties (the Contractor and sub-contractors, the Grant Administrator, DCLG, GDS and the Customers) in a timely, secure and accurate manner. This shall also include ensuring the provisions of Clause A19 (Data Protection) and Clause A35 (Cyber Essentials Scheme Condition) of the Contract Terms and Conditions (Annex B) and other relevant industry rules/procedures are complied with.

Demand Management & Financial Forecasting

- 4.63. The maximum Contract budget over four years from 2018-2022 is as detailed in Table 4. This shall include any implementation costs incurred as the Contractor shall be required to begin mobilising and delivering some initial services from the Effective Date, in order to ensure that the full suite of support services are being delivered to Customers from the Commencement Date. Further detail on the Contract implementation and transition requirements are included at paragraph 4.76 to 4.79.
- 4.64. DCLG does not make any guarantee as to the level of grant or Technical Support that may be applied for by and / or awarded to Customers, and in accordance with paragraph 4.68 reserves the right to re-profile, increase or decrease the level of funding available for each year and for the Contract overall.



- 4.65. The Contractor shall pro-actively manage the service demand and available budget flexibly during the Contract across the grant and Technical Support areas, to:
- (a) reflect where there is evidence of improved outcomes and value for money;
 - (b) help ensure that new plans meet Contract objectives on housing and design, as well as any new Ministerial priorities, policy developments or opportunities, and can adapt quickly to any lessons learnt during the Contract;
 - (c) ensure that the support offer – where appropriate - is responsive to demand and Customer feedback and can scale appropriately, e.g. where there is unexpectedly high demand for a particular Technical Support package;
 - (d) observe the value of the contract and annual budgets, whilst also recognising that some of the budgeting for payments may actually be incurred in subsequent financial years (i.e. where a Technical Support package starts in one financial year but is completed in the next).
- 4.66. The Contractor shall be required to provide the financial progress and forecasting reports as detailed in Schedule 1, Part C (Management Information), and to adhere to government financial accounting and reporting requirements as appropriate, including Managing Public Money⁶.
- 4.67. The Contractor shall identify and provide DCLG with proposals for how the service could be modified or improved (e.g. by changing eligibility criteria or rationalising / changing the content of Technical Support packages) so that DCLG can ensure the level of funding is maximised and annual budgets managed accordingly to satisfy both Customer need and Ministerial priorities.

⁶ (<https://www.gov.uk/government/publications/managing-public-money>).



4.68. In accordance with Clause A5 (Amendments and Variations) and Clause D3 (Variation of the Services) of the Contract Terms and Conditions (Annex B), and the Price Schedule (Annex C), where it is considered necessary to satisfy genuine, unexpected and robustly evidenced increases or changes in demand, and/or to include the services detailed in paragraphs 3.4 and 3.5 DCLG reserves the right to re-profile, increase or decrease annual budgets beyond the anticipated figures stated in Table 4 below. However, this option shall only be considered in exceptional circumstances and only where all other proposals for satisfying demand from within existing budgets have already been considered and / or applied. Any decision to re-profile, increase or decrease budgets shall always be at the sole discretion of DCLG.

4.69. The indicative budget breakdown, based on previous demand and benchmarks and inclusive of VAT, is as follows:

Table 4 – Indicative Budget Breakdown

Support type	Budget 2018/19 (£000k)	Budget 2019/20 (£000k)	Budget 2020/21 (£000k)	Budget 2021/22 (£000k)	Maximum Contract Budget (2018-22) (£000k)
Fixed costs (Set-up costs, Contract administration, advice service, online Portal & resources, reporting)	500	500	500	500	2,000
Grant (paid directly to neighbourhood planning Customers, excludes Grant Administration fee)	1,718.4	1,952.3	2,319.1	2,843.2	8,833



Technical Support (E.g. Design support, housing sites assessment)	2,331	2,718	3,009	3,518	11,576
Totals	4,549.4	5,170.3	5,828.1	6,861.2	22,409

4.70. The Contractor shall also be required to manage their resources and service infrastructure to accommodate fluctuations in service demand, and ensure that continuity and quality of service is maintained accordingly at all times. This includes having robust and transparent processes for ensuring that:

- (a) additional resource can be made available at short notice to meet any unexpected or significant increases in support demand;
- (b) resources can be managed to deliver cost-efficiencies where there are unexpected or significant reductions in support demand.

4.71. In accordance with Clause A20 (Production and Retention of Documentation) of the Contract Terms and Conditions (Annex B) the Contractor may, upon being given reasonable notice by DCLG, be required to provide DCLG with access to appropriate Open Book Data that demonstrates the Contractor’s compliance with the above requirement.

Working with other parties

4.72. The Contractor shall work closely with the Incumbent Contractor (during mobilisation and transition), the Grant Administrator and GDS to deliver the Contract, in particular:

- (a) with the Incumbent Contractor to:
 - 4.72.a.1. ensure effective communication and collaboration takes place with regards to the implementation and transition of the services where applicable (see paragraph 4.76 to 4.79).
- (b) with the Grant Administrator to:
 - 4.72.b.1. ensure effective processes are in place for the two-way sharing of information on grant applications received and the timetable for decisions by the Contractor at least weekly;
 - 4.72.b.2. ensure information on grant offers made and funds awarded or recovered are received from the Grant Administrator at least weekly;



- 4.72.b.3. develop grant application forms and any necessary guidance on the grant application process, which shall enable the interim grant application process to open by 1st February 2018 and the new grant application process to open by 1st April 2018;
- (c) and with GDS to:
 - 4.72.c.1. ensure both parties have sufficient understanding of the design of the Contract to provide appropriate and consistent information and advice to Customers and ensure that Customers can seamlessly navigate between GOV.UK and the Portal provided by the Contractor from January 2018;
 - 4.72.c.2. ensure all on-line content and resources are up-to-date, presentationally consistent and published on the relevant site; and
 - 4.72.c.3. ensure that learning and any Customer feedback is captured and shared effectively, on at least a quarterly basis.
- 4.73. The Contractor shall also identify and, subject to prior written agreement from DCLG, implement opportunities for working closely with other third parties. This shall be in order to leverage existing services and information which is complementary to the scope and objectives of the Contract and which avoids unnecessary duplication.

Exit Strategy

- 4.74. The Contractor shall have an exit strategy and plan detailing timescales and handover activities to ensure a successful exit and transition back to DCLG or a new contractor sufficiently in advance of the Contract expiry date. This shall cover two scenarios:
 - (a) An exit strategy for the initial 4 year term of the Contract; and
 - (b) An exit strategy in the event of an extended, 5 year Contract.
- 4.75. In accordance with Schedule 1 (Contract and Performance Management), the exit strategies shall be in place from the Effective Date, and shall be updated at least every 6 months from the Commencement Date, or as and when necessary to reflect any changes in the Contract. The exit strategies shall detail the timescales and handover activities for each element of the service, including but not limited to:
 - (a) outline of key dates and actions in the run up to expiry and post-expiry for provision of data, handover of systems/ equipment etc., closedown of any services, Customer application deadlines, staff engagement, stakeholder communications plan etc.
 - (b) summary of all data held as part of the Contract and identification of the format(s) in which it is/ shall be available and the IPR ownership;



- (c) a proposed method for testing the integrity and completeness of the data transferred;
- (d) a list of all assets, identifying which are owned by DCLG, eligible for transfer to DCLG or ineligible for transfer but which are essential to the provision of the Services (including the reason for ineligibility);
- (e) how key interdependencies with 3rd parties, including key sub-contractors, will be managed;
- (f) indication of roles which might be in scope of the provisions of Clause D14 (Staff Transfer) of the Contract Terms and Conditions (Annex B), including those of key sub-contractors;
- (g) Key personnel / management structure for the transitional period;
- (h) Assurances as to how service standards will be maintained and any significant gaps in service avoided;
- (i) Identification of key dependencies / obligations on the part of DCLG or its agents (e.g. approval timescales).

Implementation and Transition

- 4.76. The Contractor shall have a written implementation strategy which includes timescales and milestones, which factor in any potential obstacles or risks, resources, core activities, communications and/or key critical paths that could affect the Contractor's ability to ensure successful mobilisation in accordance with the key dates set out in Table 5 below. A detailed project plan/timetable shall show when each of the requirements stated in this Specification shall start to be mobilised and would be fully operational. Unless otherwise specified, all requirements stated in this Specification shall be fully operational no later than the Commencement Date.



Table 5 – Implementation and Transition Timetable

Implementation and Transition Timetable		
Ref	Implementation / Transition Milestone	Target Completion Date
1	Neighbourhood Planning Support Services and Grant Administration Contracts Awarded (the Effective Date)	08-JAN-18
2	Detailed implementation project plan updated and agreed with DCLG within 3 weeks of the Effective Date.	26-JAN-18
3	Interim process and systems for assessing, agreeing and providing grant funding finalised with DCLG, Incumbent Contractor and Grant Administrator. (see paragraphs 4.77 to 4.79)	26-JAN-18
3	Commencement / opening of interim grant application process.	01-FEB-18
4	Launch of the Portal. (see paragraphs 4.2 to 4.13)	19 -MAR-18
6	Final legacy contract materials including learning products, blogs, videos, case studies, toolkits, publications, etc. transferred from Incumbent Contractor to DCLG / the Contractor.	31-MAR-18
5	Commencement / opening of new grant and Technical Support application and assessment process and issuing of first grant payments. (the Commencement Date, see paragraphs 4.27 to 4.33)	01-APR-18
7	Invoice submitted for completed implementation and transition services.	01-APR-18
8	Commencement of delivery of Technical Support packages.(see paragraph 4.50 to 4.57)	01-MAY-18
9	All outstanding legacy contract data is clearly tagged and provided by the Incumbent Contractor in an encrypted CSV file to DCLG / the Contractor.	31-OCT-18



Grant Applications from 1st February 2018 to 31st March 2018

- 4.77. There shall be an 'interim' grant application process from 1st February 2018 to 31st March 2018, whereby application forms shall be hosted and submitted via the existing MyCommunity.org web-site managed by the Incumbent Contractor. The Incumbent Contractor, the Contractor, DCLG and GDS shall work collaboratively and proactively to agree any changes to the content of the grant application form and related guidance considered reasonably necessary for this interim period, however any such changes shall be kept to a minimum and shall need to be agreed by all parties.
- 4.78. The Incumbent Contractor shall not undertake any screening or assessment process regarding the applications received, but shall generate an acknowledgement to the Customer of receipt of the application and advising them that their application shall be passed on to the Contractor.
- 4.79. On at least a weekly basis the Incumbent Contractor shall download data from the 18/19 grant application forms to a CSV format (or other format as agreed by the parties) and send them to the Contractor. The data transferred to the Contractor shall be limited to the information entered on to the application form by the Customer and shall not include any screening or fact checking. The Contractor shall then be responsible for processing the applications in accordance with the requirements of the Contract, and in particular with the application assessment requirements outlined under paragraphs 4.26 to 4.33.

Contract Management and Performance Reporting

- 4.80. The Contractor shall have contract management and performance reporting processes that shall provide transparency and assurance to DCLG that the requirements stated in the Contract are being, and shall continue to be, successfully delivered, and that the Contract objectives are being met.
- 4.81. The Contractor's processes shall demonstrate and / or provide:
- (a) robust and effective internal governance arrangements, including appropriate fraud and conflict of interest prevention measures;
 - (b) robust and effective and risk management procedures, including financial distress and business continuity planning;
 - (c) robust and effective financial management of the Contract, in line with Managing Public Money principles;
 - (d) quality assurance in respect of service delivery, and specifically achievement of the SLAs set out in Schedule 1 – Part B (Service Level Agreements);
 - (e) arrangements to manage any service delivery failures and ensure these are remedied, including clear escalation processes;



- (f) satisfaction of the Management Information requirements set out in Schedule 1 – Part C (Management Information);
 - (g) collation and consideration of feedback from Customers, DCLG, GDS and other key stakeholders,
 - (h) a complaints procedure for Customers;
 - (i) continuous improvement to the Service, including where this feedback identifies specific improvement opportunities or weaknesses.
 - (j) regular and periodic reporting on housing progress and other neighbourhood planning outcomes.
- 4.82. The Contractor shall be required to provide an annual report detailing progress on levels of homes planned for and housing delivery in neighbourhood planning areas, in line with the content of previous annual reports produced by DCLG⁷. This shall include delivery of neighbourhood plans supported by previous DCLG programmes. The Contractor may also be requested to provide other such reports from time to time, subject to prior discussion and agreement between the two parties.
- 4.83. In accordance with the requirements of Schedule 1 (Contract and Performance Management), the Contractor shall regularly capture, measure and report on Customer satisfaction (e.g. via surveys, feedback events etc.) and have an effective Customer complaints process. Customer satisfaction shall be monitored and measured in a cost-effective, robust and transparent manner and shall provide DCLG with assurance that the services being delivered to Customers are of sufficient quality and successfully satisfy the Customer need. As a minimum Customer satisfaction shall be captured with regards to:
- (a) The Advice Service.
 - (b) The grant and Technical Support application process.
 - (c) Technical Support delivery.
- 4.84. The Contractor shall provide and maintain financial distress and business continuity plans which demonstrate how the Contractor shall pro-actively monitor, manage and mitigate any events that may affect its ability to meet its obligations under the Contract, including but not limited to:
- (a) loss of computer and business systems;
 - (b) loss or failure of equipment;
 - (c) loss of utilities or premises;
 - (d) industrial relations problems;

⁷ <https://mycommunity.org.uk/resources/progress-on-housing-delivery-through-neighbourhood-planning/>



- (e) failures in the supply chain;
- (f) loss of Contractor's Personnel;
- (g) any of the Financial Distress Events listed in Schedule 1 – Part C (Management Information).

Continuous Improvement

- 4.85. The Contractor shall have a robust process for identifying and implementing continuous improvement to the Service provided, including:
- (a) using Customer feedback to influence and improve the advice service, application process and content and delivery of Technical Support packages;
 - (b) using knowledge gained through the advice service to influence on-line content and resources;
 - (c) using knowledge gained through grant and Technical Support assessment to influence on-line content and resources, and the advice provided through the advice service; and
 - (d) using advice service demand data to ensure the most cost effective communication channels are being used to provide advice.



Schedule 1 Contract and Performance Management

Part A

DEFINITIONS

In this Schedule, the following words and phrases shall have the meanings set out below:

Monthly Service Statement	means the statement produced in accordance with paragraph 5.2 of Part A of this Schedule 1 (Contract and Performance Management);
Remediation Plan	means a brief summary prepared by the Contractor and included in the Monthly Service Statement setting out (in respect of each failure to satisfy the Service Level Agreements or Deliverables in the relevant month): (a) the scale of the problem; (b) an outline of the steps that the Contractor proposes to take (or has taken) to rectify or improve its performance in respect of the Service Levels or Deliverables; and (c) a statement as to the timescales within which the steps set out in the Remediation Plan will be implemented.
Service Levels	means the measures, set out in Part B to this Schedule 1;
Service Rectification Plan	has the meaning given to it in Paragraph 8.2 (below).



1. PURPOSE

- 1.1. This Schedule describes the contract and performance management regime which is to be adopted by the parties in relation to the Contract. The Contract and performance management regime is to be used to support the transparent and collaborative management of the Services, and to measure the Contractors' compliance with its obligations under the Contract, including in the delivery of the Services.
- 1.2. In addition to the requirements and measurements set out in this Schedule 1, other processes shall be used by DCLG for measuring the Contractor's performance including Inspection (Clause D7) of the Contract Terms and Conditions (Annex B).

2. CONTRACT MANAGEMENT MEETINGS

- 2.1. The frequency of Contract Management Meetings is at anytime during the Contract Term decided at the discretion of DCLG, and the dates in each month on which meetings are held shall be agreed between the Parties during the Implementation Period. However, unless agreed otherwise between the Parties, Contract Management Meetings shall be held on the following basis:
 - 2.1.1. Weekly Implementation Meetings during the Implementation Period, to cover as a minimum:
 - 2.1.1.1. Progress against the Implementation and Transition Plan;
 - 2.1.1.2. Issues for escalation;
 - 2.1.2. Monthly Contract Management Meeting, to cover as a minimum:
 - 2.1.2.1. Monthly Service Statement
 - 2.1.2.2. The relevant Management Information set out in Part C of this Schedule 1
 - 2.1.2.3. Issues for escalation
 - 2.1.2.4. Remediation Plans
 - 2.1.2.5. Service Rectification Plans
- 2.2. Unless otherwise agreed between both Parties on an exception basis, the Contractor shall ensure all appropriate material is made available to DCLG at least 5 Working Days prior to the relevant Contract Management Meeting.



- 2.3. All Contact Management Meetings must be attended by the Contractor's appropriate Key Personnel, as defined in the Contract Terms and Conditions (Annex B).

3. COMPLIANCE WITH SERVICE LEVELS

- 3.1. During the Contract, the Contractor shall meet or exceed the Service Levels set out in Part B of this Schedule 1 and in the event of any failure to meet the Service Levels the relevant performance remedies shall apply. Absence of a Service Level for any other aspect of the Contractor's obligations under this Contract does not mean that the Contractor has no responsibility or liability for poor performance in those areas.

- 3.2. The Contractor shall not be held accountable for failure to meet a Service Level where and to the extent that the Contractor can, in the reasonable opinion of DCLG, demonstrate that such failure:-

3.2.1. was caused by Force Majeure (Clause A11 of the Contract Terms and Conditions, Annex B); or

3.2.2. was caused by a DCLG default.

4. RE-PERFORMANCE

- 4.1. Subject to 3.2 above, if any part of the Services is not performed in accordance with the Contract then the Contractor shall promptly re-perform or replace (where appropriate) the relevant part of the Services without additional charge to DCLG.

5. REPORTING OBLIGATIONS

- 5.1. The Contractor shall ensure that it has appropriate systems and procedures in place to, as a minimum, capture and report the Management Information requirements set out in Part C of this Schedule 1 and to be able to demonstrate compliance with the Service Levels set out in Part B of this Schedule 1.

- 5.2. The Contractor shall deliver a monthly contract and performance report (the 'Monthly Service Statement' to DCLG on at least the 10th Working Day of each month in respect of the previous month detailing performance in respect of each Service Level ("**Monthly Service Statement**"). Each such report shall identify any failures to meet the particular Service Level during the relevant month. The precise format of the monthly contract and performance report shall be agreed between the Parties during the Implementation Period.



6. REMEDIATION PLAN

- 6.1. Where the Contractor has failed to satisfy the Deliverables set out in the Specification or achieve the Service Level Agreements specified in Part B of this Schedule 1 in the relevant month, the Contractor shall, upon written request from DCLG, provide a Remediation Plan with the relevant Monthly Service Statement.
- 6.2. DCLG may provide representations and/or comments on the Remediation Plan. The Contractor shall take reasonable account of all comments and/or representations made by DCLG.
- 6.3. The Contractor shall fully implement the Remediation Plan in accordance with its terms (including the timescales set out in the Remediation Plan).

7. SERVICE CREDITS

- 7.1. Not used

8. DEFAULT NOTICES AND REPEATED BREACHES OF SERVICE LEVELS

- 8.1. Without prejudice to the generality of Paragraph 3 above, where the Contractor is, in the reasonable opinion of DCLG, in persistent or material breach of its obligations under the Contract or that the overall level of performance is materially deficient then, without prejudice to any other remedy available to DCLG, DCLG may serve upon the Contractor a notice ("Default Notice") and the provisions of this Paragraph shall apply.
- 8.2. Where DCLG serves a Default Notice the Contractor shall, unless notified otherwise by DCLG, prepare a written rectification plan ("**Service Rectification Plan**"). The Service Rectification Plan shall be issued to DCLG by the Contractor's Contract Manager and shall provide the following information:
 - 8.2.1. identification of the scale of the problem; and
 - 8.2.2. the steps that the Contractor proposes to take to rectify or improve its performance including all failures to meet Service Levels; and
 - 8.2.3. a statement as to how success in implementing the Service Rectification Plan will be measured; and
 - 8.2.4. a statement as to the timescales within which the Service Rectification Plan will be implemented; and



8.2.5. such other information as may be reasonably required by DCLG.

The Service Rectification Plan shall be submitted within ten (10) Working Days from and including the day of receipt of the Default Notice by the Contractor. The Contractor shall make such amendments to the Service Rectification Plan as may reasonably be requested by DCLG.

8.3. DCLG shall approve the Service Rectification Plan as soon as reasonably practicable but in any event within ten (10) Working Days from and including the date of its submission to DCLG.

8.4. As soon as DCLG has approved the Service Rectification Plan, the Contractor shall fully implement the Service Rectification Plan in accordance with its terms (including the timescales set out in the Service Rectification Plan).

8.5. If the Contractor fails fully to implement the Service Rectification Plan in accordance with its terms (including timescales) then without prejudice to any other remedy available to DCLG, DCLG may treat such failure as a Material Breach and the provisions of Clause A24 (Termination on Default) of the Contract Terms and Conditions (Annex B) shall apply.

9. SERIOUS UNDERPERFORMANCE

9.1. Should the Contractor be issued with two (2) or more Default Notices in any period of twelve (12) consecutive months then this shall constitute a Material Breach and the provisions of Clause A24 (Termination on Default) of the Contract Terms and Conditions (Annex B) shall apply.



Schedule 1 – Contract and Performance Management

Part B – Service Level Agreements

These requirements may be updated from time to time as considered necessary, subject to prior, written agreement from both parties in accordance with Clause A5 (Amendments and Variations) and Clause D3 (Variation of the Services) of the Contract Terms and Conditions (Annex B).

#	Service Level Title	Service Level Description
1	Grant Assessments	Assessment decision made, in conjunction with DCLG where appropriate, and communicated to: a) the Grant Administrator within 1 (one) Working Day of the decision being made; and b) the Customer within [NB: number will be taken from the Contractor's Tender] Working Days of receipt of the application.
2	Technical Support Assessments	Assessment decision made, in conjunction with DCLG where appropriate, and communicated to Customer within [NB: number will be taken from the Contractor's Tender] Working Days of receipt of application.
3	Communications with DCLG, its agents, GDS, the Grant Administrator.	Communications are responded to in writing within 1 (one) Working Day.
4	Customer Enquiries	All Customer enquiries are immediately logged on the CRMS and responded to within 2 (two) Working Days of receipt.
5	Technical Support Delivery	Delivery of Technical Support packages are completed within the specified timescales [NB: to be agreed with the Contractor in accordance with the Contractor's Tender]
6	Customer Satisfaction (including complaint handling)	[NB: to be agreed with the Contractor in accordance with the Contractor's Tender]



Schedule 1 – Contract and Performance Management

Part C - Management Information Requirements

Unless where expressly stated otherwise in the Contract, this Part C of Schedule 1 contains the minimum Management Information (MI) to be provided by the Contractor to DCLG’s Contract Manager.

Where the Frequency states Monthly, Quarterly, Bi-Annually or Annually, this means on the 10th working day of the first Month following the period to which the MI relates, and from the Commencement Date unless otherwise stated. Where applicable and reasonable, and regardless of the Frequency stated below, appropriate information shall be provided at least 5 working days ahead of any relevant Contract Management Meeting.

These requirements may be updated from time to time as considered necessary, subject to prior, written agreement from both parties in accordance with Clause A5 (Amendments and Variations) and Clause D3 (Variation of the Services) of the Contract Terms and Conditions (Annex B).

#	Information	Specification Reference	Frequency
1	<p>Additional Grant and Technical Support Assessment:</p> <p>Details of proposed Technical Support packages and Additional Grants to be awarded, including the specific activity and / or outputs that the Grant or Technical Support package shall be used to deliver, and rationale for the proposed value of the Grant or Technical Support package.</p>	Paras 4.26 to 4.33	Weekly



2	Grant and Technical Support Demand: Number of applications received for grant and Technical Support, including breakdown by / details of: a) TS package type (including the financial year's delivery would fall) b) Grant type c) Customer type d) Stage in the application process (e.g. EOI received, under assessment etc.) e) Customer stage in the neighbourhood planning process.	Paras 4.26 to 4.33 and 4.63 to 4.71	Monthly from the Effective Date for grant
3	Grant and Technical Support Delivery and Neighbourhood Plan Outcomes: Number of grant and Technical Support awards and completions, and impacts on neighbourhood plans, including: a) Type of Technical Support and grant being provided, including what the grant is to be spent on. b) Anticipated and actual start and end dates for Technical Support delivery or grant usage. c) Anticipated and actual values of Technical Support and grant awards. d) Status of Technical Support delivery or grant usage; e) Number and status of Package Completion Reports issued to Customers; f) Customer stage in the neighbourhood planning process. g) Details of whether each neighbourhood plan provides for housing. h) Details and number of neighbourhood planning areas designated and plans in force.	Paras 4.26 to 4.33 and 4.63 to 4.71	a-f Monthly g-h Weekly from the Effective Date for grant related information



4	<p>Baseline Demand and Financial Forecast:</p> <p>Starting forecast for grant and Technical Support. Forecasts should be based on a clearly defined set of assumptions, including both internal and external factors, and highlight any key sensitivities.</p> <p>Forecasts should be presented for each month and financial year of the Contract term and include further breakdown by / details of:</p> <ul style="list-style-type: none">a) Demand pattern for each type of Technical Support package and grant.b) Value and timing of Technical Support package commitments (i.e. award of packages signed-off by DCLG).c) Value and timing of up-front Technical Support package payments due in accordance with the Price Schedule (Annex C);d) Value and timing of Technical Support package completion payments due (in accordance with the Price Schedule (Annex C).e) Value of funds that remain available in the current financial year for further service commitments;f) Value and timing of projected overspend or underspend against the maximum funds available in each financial year. <p>Forecasts should also include distinct cash-flow projections for each financial year which clearly set out:</p> <ul style="list-style-type: none">g) Value of annual budget committed / signed-off in previous years that will be incurred in the current year;h) Value of the annual budget committed / signed-off in the current year and that will also be incurred in the current year;i) Value of the annual budget committed / signed-off in the current year that will be incurred in subsequent years.	Paras 4.63 to 4.71	By 31 st March 2018
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5	<p>Rolling Demand and Financial Forecast:</p> <p>Monthly updates to the above Baseline Forecast , and which account for actual applications received, grant and Technical Support awards made and all service delivery costs incurred to date.</p> <p>Rolling Forecasts should also include / be accompanied by:</p> <ul style="list-style-type: none">a) Clear indication of the actual and forecast demand pattern for each type of Technical Support package and grant, identifying any significant changes against the baseline.b) Clear indication of any significant changes in the value or timing of predicted monthly and annual spend figures, both for committed spend and payments due.c) Any updates to the set of assumptions and / or sensitivities, including supporting rationale and impact summary.d) Proposals for ensuring that the current level of Contractor resources and DCLG budgets can continue to satisfy demand, including proposed next steps, roles and responsibilities and timescales.	Paras 4.63 to 4.71	Monthly from the Effective Date
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6	Portal and On-line Resources: a) Details on Portal traffic including: i. most and least number of 'hits' or downloads per page / resource; and ii. most searched terms / FAQs. b) Summary details of any on-line resources (e.g. templates, tools, case-studies) that have been - or are being – developed, including: i. type and purpose of resource; ii. stage of development (e.g. initial scoping, detailed drafting, date of publication etc.); and iii. progress against development timescales and projected costs. c) Summary details of any proposed changes or updates to the Portal, including any implications for the neighbourhood planning content on GOV.UK	Paras 4.2 to 4.13	Monthly
7	Advice Service Volume of Customer enquiries received and issues managed, including further breakdown by / detail on: a) Communication channel used (e.g. e-mail, web-chat etc.) b) Customer type; c) Customer location; d) Subject matter (e.g. policy area, application process, stakeholder dispute etc.); e) Support provided / offered (e.g. general advice, referral to technical expert / peer, signposting to other sources, escalation to DCLG etc.)	Paras 4.14 to 4.21	Monthly from the Effective Date for grant related advice



8	Customer and Champions Network: a) Current number of Neighbourhood Planning Champions, their location and summary of any recent activity / contact. b) Summary details of any planned activity and / or activity recently carried out to grow and maintain the Champions network, and whether any activity carried out has been successful. c) Summary details of any planned activity and / or recent activity carried out to promote and facilitate other peer to peer support, and whether any activity carried out has been successful. d) Communications Strategy – Summary of planned activity and / or recent activity carried out, setting out the target market, opportunities for mass media communications, contacts made etc.	Paras 4.22 to 4.25	Quarterly
9	Continuous Improvement: Proposals for improving the value for money of the services, including opportunities for cost efficiencies and innovative, added value services. Proposals should be supported by quantitative and qualitative information and, where applicable, include clear implementation timescales and costs.	Para 4.85	Quarterly
10	Customer Satisfaction: Quantitative and qualitative customer satisfaction data (including complaints and complaint handling) regarding: a) the Advice Service; b) the Grant and Technical Support application process; c) Technical Support package delivery.	Para 4.83	Monthly



11	Annual Outcomes Report: An annual evaluation report for the previous year, reflecting progress on levels of homes planned for and housing delivery through neighbourhood planning (see https://mycommunity.org.uk/resources/progress-on-housing-delivery-through-neighbourhood-planning/ for previous reports). These reports shall include information on how the Contract and previous DCLG support programmes are helping DCLG to meet its targets for housing delivery and the number of plans in deprived areas.	Para 4.82	Annually in October
12	Financial Distress Events: Notification / details of: a) any changes to the long term credit ratings issued for the Contractor and Key Sub-Contractors by reputable rating agencies; b) any profits warning to a stock exchange or other public announcement about a material deterioration in its financial position or prospects issued by the Contractor or a Key Sub-Contractor; c) any public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Contractor or a Key Subcontractor; d) any commitment of a material breach of covenants to its lenders by the Contractor or a Key Subcontractor; e) commencement of any litigation against the Contractor or a Key Subcontractor with respect to financial indebtedness or obligation under a service contract; f) non payment by the Contractor or a Key Subcontractor of any financial indebtedness; g) any financial indebtedness of the Contractor or a Key Subcontractor becoming due as a result of an event of default; and h) the cancellation or suspension of any financial indebtedness in respect of the Contractor or a Key Subcontractor	Para 4.84	Monthly or within 10 Working Days of the Contractor becoming aware of any relevant event, whichever is soonest.



13	Financial Distress & Business Continuity Plans Updated plans setting out relevant monitoring, management and mitigation processes.	Para 4.84	Bi-Annually
14	Implementation Progress Report: Update on progress against the Implementation Plan	Para 4.76	Weekly from the Effective Date
15	Exit Strategy: Updates to the Exit Strategy to reflect current service and Contract position.	Paras 4.74 to 4.75	Bi-annually, and then Quarterly in the final year of the Contract



Schedule 2

Indicative Legacy Service Information

1. Demand Data – Technical Support and Grant Volumes



Legacy Data -
Volume of Grant and

2. On-line Resource Data – List of On-line Resources



Legacy Data -
On-line Resources.xls

3. Website Data – Most Searched Terms



Legacy Data -
Website - Most Search

4. Website Data – Most Viewed Pages



Legacy Data -
Website - Most Viewe

5. Advice Service Data – Enquiries by Channel



Legacy Data - Advice
Service - Enquiries.dc



Schedule 3

Grant Administration Services

This Schedule is provided for information purposes only and may be subject to change.

1. The scope of the Grant Administrator shall be limited to administering and monitoring grants for neighbourhood planning. For the avoidance of doubt it shall be out of scope for the Grant Administrator to manage the grant application process or evaluate grants, which shall be the responsibility of the Neighbourhood Planning Support Services Contractor (from herein called “the Support Contractor”)
2. The Grant Administrator shall provide a process and systems which are able to:
 - 2.1. Make grant payments to successful Customers
 - 2.2. Issue and receive grant funding agreements, monitoring templates and requests for supporting information to Customers
 - 2.3. Make (and where necessary receive returned) grant payments to Customers through a BACS mechanism
 - 2.4. Allow all financial transactions to be recorded and monitored;
 - 2.5. Monitor and report on grant spending by Customers
 - 2.6. Record and store the necessary information on all Customers’ (this could include grant funding applications and supporting information, documentation, evidence and data and/or approval from the Support Contractor).
 - 2.7. Log all emails and other forms of communication between the Grant Administrators, the Support Contractor and grant Customers.
 - 2.8. Produce weekly financial management reports for the Support Contractor.
3. DCLG anticipate that the process for awarding grant to eligible Customers to be as follows:
 - 3.1. The Support Contractor shall open the grant application process. Deadlines for assessing and approving applications should be agreed in advance with the Grant Administrator.
 - 3.2. Customers complete an online application form on the Support Contractor’s on-line Portal.



- 3.3. All applications are assessed by the Support Contractor against the Support Contract's 'policy eligibility' criteria within the agreed timescales. The Support Contractor notifies the Grant Administrator within 1 working day of a grant application being approved (by the Support Contractor and, where appropriate, DCLG).
 - 3.4. The Grant Administrator issues a grant funding offer letter to the Customer within an agreed number of days of this notification. The grant offer letter shall request further documentation, such as bank details, signatories etc. Once further financial checks have been made to verify the required information the Grant Administrator must pay the grant within an agreed number of working days.
 - 3.5. If a grant application is not successful for any reason, the Support Contractor shall notify the Customer and no action shall be required by the Grant Administrator.
 - 3.6. The Grant Administrator regularly notifies the Support Contractor of the progress of their due diligence checks, issuing of grant letters, grant payments made, and the total grant issued.
 - 3.7. The Grant Administrator ensures that all Customers spend grant money appropriately in accordance with the terms of the grant offer and complete and submit any end of grant reports.
 - 3.8. It shall be the responsibility of the Support Contractor to ensure their Customer Relationship and Data Management System is updated With relevant information from the Grant Administrator
 - 3.9. The Grant Administrator confirms with DCLG that all grant funding has been spent according to the terms of the grant offers or is recovered, including identifying any underspend.
4. The Grant Administrator shall be ready to receive and process successful grant applications, including conducting the relevant due diligence checks, from 1st February 2018, and shall be ready to make grant funds available to Customers from 1st April 2018.



Schedule 4

Glossary of Terms

Neighbourhood Forum	A body that leads the production of a neighbourhood plan or order in an unparished area. A Neighbourhood Forum must meet certain legal requirements and must be formally designated by a local planning authority. Before designation, such a group is a “prospective Neighbourhood Forum”.
Grant Administrator	The provider appointed by DCLG to deliver the grant administration services set out in Schedule 3 (Grant Administration).
National Planning Policy Framework (NPPF)	The National Planning Policy Framework sets out government's planning policies for England and how these are expected to be applied.
Customers	Any individual or group who are (or are interested in) creating a neighbourhood plan or order, including members of public, community organisations and town and parish councils.
Neighbourhood Planning Champions	A national network of volunteers who offer their time and expertise to local people and areas interested in neighbourhood planning.
Design Codes	A tool which sets rules for the design of a new development.
Incumbent Contractor	The current provider of the Neighbourhood Planning Support services and / or the Grant Administration services
Implementation Period	The contractual period from the Effective Date to the Commencement Date, during which the contractual services are required to be mobilised.
Package Completion Report	A report confirming details of the Technical Support package(s) that has been fully delivered to a Customer, including but not limited to: package type; start and end date; number of days support provided and resources used; key outputs / deliverables.