

Pecyn Dogfen Cyhoeddus



At: Aelodau'r Cabinet

Dyddiad: 13 Ionawr 2021

Rhif Union: 01824712568

ebost: democrataidd@sirddinbych.gov.uk

Annwyl Gyngorydd

Fe'ch gwahoddir i fynychu cyfarfod y **CABINET, DYDD MAWRTH, 19 IONAWR 2021 am 10.00 am TRWY CYFRWNG FIDEO.**

Yn gywir iawn

G Williams

Pennaeth Gwasanaethau Cyfreithiol, AD a Democrataidd

AGENDA

RHAN 1 – GWAHODDIR Y WASG A'R CYHOEDD I FOD YN BRESENNOL YN Y RHAN HON O'R CYFARFOD

1 YMDDIHEURIADAU

2 DATGANIADAU O FUDDIANT

Yr Aelodau i ddatgan unrhyw gysylltiad personol neu gysylltiad sy'n rhagfarnu mewn unrhyw fater a nodwyd i'w ystyried yn y cyfarfod hwn.

3 MATERION BRYG

Hysbysiad o eitemau y dylid, ym marn y Cadeirydd, eu hystyried yn y cyfarfod fel materion brys yn unol ag Adran 100B(4) Deddf Llywodraeth Leol 1972.

4 COFNODION (Tudalennau 7 - 14)

Derbyn cofnodion cyfarfod y Cabinet a gynhaliwyd ar 15 Rhagfyr 2020 (copi'n amgaeedig).

5 CYNLLUN BRYN AR GYFER BYSIAU (Tudalennau 15 - 92)

Ystyried adroddiad gan y Cynghorydd Brian Jones, Aelod Arweiniol Gwastraff, Cludiant a'r Amgylchedd (copi yn amgaaedig) yn gofyn am gymeradwyaeth y Cabinet i ymuno â Chynllun Bryn ar gyfer Bysiau 2 i sicrhau cefnogaeth ariannol ar gyfer y sector bysiau a sefydlu perthynas gyda Chyngor Sir y Fflint fel yr awdurdod arweiniol rhanbarthol.

6 SEFYDLU PARTNERIAETH CHWARAEON GOGLEDD CYMRU (Tudalennau 93 - 124)

Ystyried adroddiad gan y Cynghorydd Bobby Feeley, Aelod Arweiniol Lles ac Annibyniaeth (copi yn amgaaedig) yn ceisio cefnogaeth y Cabinet mewn egwyddor i sefydlu Partneriaeth Chwaraeon Gogledd Cymru.

7 GOSOD RHENT TAI A CHYLLIDBAU REFENIW TAI A CHYFALAF 2021/22 (Tudalennau 125 - 150)

Ystyried adroddiad gan y Cynghorydd Julian Thompson-Hill, Aelod Arweiniol Cyllid, Perfformiad ac Asedau Strategol (copi'n amgaaedig) yn gofyn am gymeradwyaeth y Cabinet i godi rhent blynyddol tai cyngor Sir Ddinbych ac i gymeradwyo'r Cyfrif Refeniw Tai a Chyllidebau Cyfalaf ar gyfer 2021/22 a'r Cynllun Busnes Stoc Dai.

8 CYLLIDEB 2021/22 – CYNIGION TERFYNOL (Tudalennau 151 - 170)

Ystyried adroddiad gan y Cynghorydd Julian Thompson-Hill, Aelod Arweiniol Cyllid, Perfformiad ac Asedau Strategol (copi'n amgaaedig) sy'n nodi goblygiadau Setliad Llywodraeth Leol 2021/22 a chynigion i gwblhau'r gyllideb ar gyfer 2021/22.

9 ADRODDIAD CYLLID (Tudalennau 171 - 188)

Ystyried adroddiad gan y Cynghorydd Julian Thompson-Hill, Aelod Arweiniol Cyllid, Perfformiad ac Asedau Strategol (copi ynghlwm) yn glŷn â'r sefyllfa ariannol ddiweddaraf a'r cynnydd a wnaed o ran y strategaeth y cytunwyd arni ar gyfer y gyllideb.

10 BLAENRAGLEN WAITH Y CABINET (Tudalennau 189 - 192)

Derbyn Rhaglen Gwaith i'r Dyfodol amgaaedig y Cabinet a nodi'r cynnwys.

RHAN 2 - MATERION CYFRINACHOL

Dim eitemau.

MEMBERSHIP

Y Cynghorwyr

**Hugh Evans
Bobby Feeley
Huw Hilditch-Roberts
Richard Mainon**

**Tony Thomas
Julian Thompson-Hill
Brian Jones
Mark Young**

COPIAU I'R:

Holl Gynghorwyr er gwybodaeth
Y Wasg a'r Llyfrgelloedd
Cynghorau Tref a Chymuned

Mae tudalen hwn yn fwriadol wag

DEDDF LLYWODRAETH LEOL 2000

Cod Ymddygiad Aelodau

DATGELU A CHOFRESTRU BUDDIANNAU

Rwyf i,
(enw)

*Aelod /Aelod cyfetholedig o
(*dileuer un)

Cyngor Sir Ddinbych

YN CADARNHAU fy mod wedi datgan buddiant ***personol / personol a sy'n rhagfarnu** nas datgelwyd eisoes yn ôl darpariaeth Rhan III cod ymddygiad y Cyngor Sir i Aelodau am y canlynol:-
(*dileuer un)

Dyddiad Datgelu:

Pwyllgor (nodwch):

Agenda eitem

Pwnc:

Natur y Buddiant:

(Gweler y nodyn isod)*

Llofnod

Dyddiad

Noder: Rhowch ddigon o fanylion os gwelwch yn dda, e.e. 'Fi yw perchennog y tir sy'n gyfagos i'r cais ar gyfer caniatâd cynllunio a wnaed gan Mr Jones', neu 'Mae fy ngŵr / ngwraig yn un o weithwyr y cwmni sydd wedi gwneud cais am gymorth ariannol'.

Mae tudalen hwn yn fwriadol wag

CABINET

Cofnodion o gyfarfod y Cabinet a gynhaliwyd trwy gyfrwng fideo gynadledda, ddydd Mawrth 15 Rhagfyr 2020 am 10.00am.

YN BRESENNOL

Y Cynghorwyr Hugh Evans, Arweinydd ac Aelod Arweiniol yr Economi a Llywodraethu Corfforaethol; Bobby Feeley, Aelod Arweiniol Lles ac Annibyniaeth; Huw Hilditch-Roberts, Aelod Arweiniol Addysg, Gwasanaethau Plant ac Ymgysylltu â'r Cyhoedd; Brian Jones, Aelod Arweiniol Gwastraff, Cludiant a'r Amgylchedd; Richard Mainon, Aelod Arweiniol Gwasanaethau Corfforaethol a Chyfeiriad Strategol; Tony Thomas, Aelod Arweiniol Tai a Chymunedau; Julian Thompson-Hill, Aelod Arweiniol Cyllid, Perfformiad ac Asedau Strategol, a Mark Young, Aelod Arweiniol Cynllunio, Gwarchod y Cyhoedd a Chymunedau Mwy Diogel.

Arsylwyr: Y Cynghorwyr Meirick Davies, Hugh Irving, Alan James, Arwel Roberts, Rhys Thomas, Graham Timms, ac Emrys Wynne

HEFYD YN BRESENNOL

Prif Weithredwr (JG); Cyfarwyddwyr Corfforaethol: Cymunedau (NS) ac Economi a'r Parth Cyhoeddus (GB); Penaethiaid Gwasanaeth: Gwasanaethau y Gyfraith, Adnoddau Dynol a Democrataidd (GW) a Chyllid ac Eiddo (SG); Rheolwr Fframwaith (TS); Rheolwr Buddion Cymunedol (KB); Rheolwr Gwasanaethau Democrataidd (SP); Cydlynnydd Craffu (RE), a Gweinyddwyr Pwyllgorau (KEJ a SLW)

Roedd y Gohebydd Democratiaeth Leol hefyd yn bresennol o bell er mwyn arsylwi'r cyfarfod.

PWYNT SYLW

Yn sgil y cyfyngiadau presennol ar deithio a'r gofyniad i gadw pellter cymdeithasol oherwydd pandemig y coronafeirws, cynhaliwyd y cyfarfod o bell trwy gyfrwng fideo gynadledda ac nid oedd ar agor i'r cyhoedd. Cafodd pob aelod gyfle i fynychu fel arsylwyr a chafodd y Gohebydd Democratiaeth Leol wahoddiad i arsylwi hefyd.

1 YMDDIHEURIADAU

Ni chafwyd unrhyw ymddiheuriadau.

2 DATGAN CYSYLLTIAD

Datganodd yr aelodau canlynol gysylltiad personol ag eitem 6 ar y rhaglen – Adroddiad Cyllid -

Y Cynghorydd Meirick Lloyd Davies – mae'n llywodraethwr yn Ysgol Cefn Meiriadog

Y Cynghorydd Arwel Roberts – Ymddiriedolwr yng Nghylch Meithrin Ysgol Dewi Sant

3 MATERION BRYS

Gwnaed datganiadau am y canlynol -

- (i) Fe soniodd y Cyfarwyddwr Corfforaethol Cymunedau am y penderfyniad anodd i gau ysgolion ar gyfer dysgu wyneb i wyneb yn gynnar o 16 Rhagfyr ymlaen, gyda dysgu o bell i ddisgyblion ar 17 a 18 Rhagfyr. Gwnaed y penderfyniad ar ôl trafodaethau gydag Aelod Arweiniol Addysg, Pennaeth Addysg ac mewn partneriaeth ag ysgolion cynradd y sir. Teimlwyd bod gadael ysgolion ar agor am wythnos lawn yn anghynladwy o ystyried y sefyllfa yng Nghymru a gan bod ysgolion cynradd eraill yn cau ar draws Gogledd Cymru. Mynegodd Aelod Arweiniol Addysg ei siom bod Llywodraeth Cymru wedi penderfynu cau ysgolion uwchradd o blaid dysgu o bell o 14 Rhagfyr. Ar y pryd, dim ond 5 achos o Covid-19 oedd wedi'u cofnodi yn ysgolion Sir Ddinbych, ac roedd 98% o ddisgyblion yn yr ysgol ar 14 Rhagfyr sy'n brawf o'r mesurau rheoli effeithiol yn yr ysgolion, gan arwain at lai o reolaeth ar ôl i'r ysgolion cau ac effaith posibl ar y gymuned.
- (ii) Cyfeiriodd y Cynghorydd Julian Thompson-Hill at nodyn briffio a e-bostiwyd i aelodau gyda diweddariad am y gyfran ddiweddaraf o gyllid grant Llywodraeth Cymru i gefnogi busnesau lleol oedd wedi'u heffeithio gan Covid-19 oedd yn cael ei weinyddu gan y Cyngor. Roedd y grantiau ychwanegol ar gael yn sgil cyfyngiadau pellach o fewn y sectorau lletygarwch, twristiaeth, hamdden, manwerthu a'r gadwyn gyflenwi o 4 Rhagfyr 2020. Mae trosolwg o'r ddau gynllun wedi cael ei ddarparu a chyhoeddwyd canllaw terfynol ddiwedd yr wythnos flaenorol. Mae staff wedi bod yn gweithio'n ddiflino i roi'r trefniadau angenrheidiol ar waith er mwyn gweinyddu'r cynlluniau, a rhoddwyd teyrnged i'w gwaith caled. Byddai'r grantiau cyfnod atal byr i'r busnesau hynny yn y sector lletygarwch yn cael ei brosesu'r wythnos honno a byddai dros 400 o fusnesau yn derbyn taliadau gwerth £1.4m.
- (iii) Roedd yr Arweinydd yn teimlo bod diwedd 2020 yn amser i edrych yn ôl ar yr heriau a wynebodd yr awdurdod dros y flwyddyn ddiwethaf. Roedd y prif feddyliau gyda phreswylwyr a'u teuluoedd oedd wedi dioddef yn sgil Covid-19 ar draws Sir Ddinbych a'r rhanbarth yn ehangach. Diolchodd i'r holl staff am eu gwaith a'u hymroddiad, roedd llawer ohonynt wedi mynd yr ail filltir, gan sicrhau bod gwasanaethau o ddydd i ddydd yn parhau i redeg gan amddiffyn pobl ddiamddiffyn a chefnogi busnesau lleol. Diolchwyd hefyd i bartneriaid gwasanaeth cyhoeddus am eu cefnogaeth ac i aelodau, a rhoddwyd cydnabyddiaeth arbennig i waith Arweinwyr Grŵp am weithredu prosesau democrataidd. Roedd hi'n rhyddhad gallu nodi bod brechlynnau ar gael a byddai'r awdurdod yn chwarae ei ran yn cyflwyno'r rhaglen frechu. Yn y cyfamser, rydym yn wynebu gaeaf llwm gyda'r cyfartaledd treigl o bobl sy'n cael prawf positif am y feirws ar draws Cymru yn codi, ac rydym yn edrych ar realiti o gyfnod clo hir ar ôl y Nadolig. I gloi, dymunodd yr Arweinydd Nadolig diogel ac iach, heddychlon ac ymlaciol i bawb.

4 COFNODION

Cyflwynwyd cofnodion y cyfarfod Cabinet a gynhaliwyd ar 24 Tachwedd 2020.

PENDERFYNWYD derbyn cofnodion y cyfarfod a gynhaliwyd ar 24 Tachwedd 2020 a'u cadarnhau fel cofnod cywir.

5 POLISI BUDDION CYMUNEDOL CSDD

Cyflwynodd y Cyngorydd Julian Thompson-Hill, Aelod Arweiniol Cyllid, Perfformiad ac Asedau Strategol yr adroddiad oedd yn ceisio cymeradwyaeth y Cabinet ar Bolisi Buddion Cymunedau arfaethedig.

Ym mis Mehefin 2019, cymeradwyodd Bwrdd Rhaglen Pobl Ifanc a Thai sefydlu Canolfan Buddion Cymunedol (Canolfan BC) i gefnogi a galluogi gwasanaethau i gynnwys buddion cymunedol mewn contractau mor gynnar â phosibl er mwyn cynyddu gwerth ar gyfer gwariant y cyngor. Penodwyd Rheolwr a Swyddog Canolfan BC yn gynharach yn y flwyddyn ac fe luniwyd y polisi a gyflwynwyd i bob Grŵp Ardal yr Aelodau a chafodd ei adolygu gan y Pwyllgor Craffu Cymunedau a argymhellodd bod y polisi'n cael ei gymeradwyo. Byddai'r polisi'n darparu fframwaith ar gyfer budd-ddeiliaid mewnol ac allanol, ac yn gweithio i gefnogi'r Ganolfan Buddion Cymunedol i fonitro'r canlyniadau oedd yn cael eu cyflwyno yn sgil manteision cymunedol. Gwariodd y Cyngor oddeutu £116m yn flynyddol, felly roedd sgôp i wneud buddion sylweddol o ganlyniad. Nid buddion ariannol oedd y buddion cymunedol y cyfeiriwyd atynt yn yr achos hwn, ond buddion mewn nwyddau megis hyfforddiant a phrentisiaethau ac ati. Er bod cytundebau A.106 y tu allan i gylch gwaith y polisi, roedd y Ganolfan Buddion Cymunedol wedi ymgymryd â rôl 'system glirio' er mwyn sicrhau bod y budd cymunedol gorau posib yn dod ohono.

Rhoddodd y Rheolwr Canolfan Buddion Cymunedol rywfaint o gefndir gan ailadrodd gwariant sylweddol y Cyngor ar nwyddau, gwaith a gwasanaethau trydydd parti a'r potensial i gael buddion ychwanegol mewn nwyddau o'r gwariant hwnnw. Roedd y polisi presennol yn amodi y dylai gwariant contract oedd yn fwy na £1m ystyried buddion cymunedol. Roedd y polisi arfaethedig yn gostwng y throthwy hwnnw i gontractau gwaith o fwy na £100,000 a chontractau gwasanaethau nwyddau o fwy na £25,000 er mwyn agor cyfran helaeth o wariant y Cyngor i ddenu buddion cymunedol. Serch hynny, ni fyddai'r trothwyon hynny yn berthnasol yn awtomatig. Fe fyddai yna ymagwedd cais a chefnogaeth i fuddion cymunedol ac ymgysylltu â thimau caffael a thimau chomisiynu o ran hynny. Byddai mabwysiadu'r polisi yn dangos ymrwymiad y Cyngor i fuddion cymunedol, yn dilysu ymagwedd y Cyngor i alluogi cyfleoedd i sicrhau buddion sydd ar gael ac yn gwneud y mwyaf o werth gwario i breswylwyr ac yn sefydlu buddion cymunedol mewn prosesau caffael. Byddai'r polisi hefyd yn cyd-fynd ag uchelgais di-garbon y Cyngor gyda photensial ar gyfer buddion cymunedol i gyfrannu at fesurau lliniaru a lleihau carbon.

Ymatebodd y Pennaeth Gwasanaethau Cyfreithiol, Adnoddau Dynol a Democrataidd i gwestiynau'r aelodau fel a ganlyn -

- o ran prentisiaethau roedd yna nifer o gyfleoedd roedd y Cyngor yn eu dilyn trwy Sir Ddinbych yn Gweithio, ond pwrpas y polisi Buddion Cymunedol oedd ystyried y manteision y gellir eu sicrhau trwy wariant caffael.
Serch hynny, roedd nifer o leoliadau wedi cael eu sicrhau trwy ymagwedd buddion cymunedol ac roedd y Ganolfan Buddion Cymunedol yn gweithio'n agos â Sir Ddinbych yn Gweithio er mwyn gwneud y mwyaf o gyfleoedd posibl o ran hynny.
- rhoddodd eglurhad o rôl adrannau'r gyfraith a chynllunio o ran trefniadau A.106, ac eglurodd bod y Ganolfan Buddion Cymunedol wedi ymgymryd â rôl monitro a thracio trefniadau A.106 er mwyn sicrhau eu bod yn cael eu cyflawni'n iawn. Cadarnhawyd y gallai manylion y gwaith hwnnw gael ei rannu ag aelodau.
- roedd yn cydnabod y potensial i ymestyn cylch gwaith Canolfan Buddion Cymunedol, ond cadarnhaodd bod y flaenoriaeth bresennol i sicrhau buddion cymunedol yn cael eu sefydlu o fewn y broses gaffael ac yn cael eu hystyried yn gynnar yn y broses ynghyd â monitro'r buddion cymunedol hynny'n effeithiol er mwyn sicrhau eu bod yn cael eu cyflwyno.
- rhoddwyd sicrwydd bod y Ganolfan Buddion Cymunedol yn cydweithio â Thimau Cefnogaeth Gymunedol o ran cyllid fferm wynt a chyllid cymunedol eraill er mwyn osgoi dyblygu a sicrhau nad oeddynt yn gweithio ar ddau beth gwahanol
- rhoddodd enghraifft o fuddion cymunedol ar waith oedd yn cynnwys contractau bach ar gyfer gwasanaethau ymgynghoriaeth, yn benodol darparu gofal cymdeithasol, a gofynnwyd i ymgynghorwyr ymrwymo i nifer o oriau i ofal o bell i'w gynnig i rywfaint o'r grwpiau cymunedol sy'n ffurfio mynediad i gyllid fferm wynt
- fe eglurodd bod y Ganolfan Buddion Cymunedol yn gweithio gydag adrannau gwahanol i ganfod y buddion cymunedol mwyaf priodol o fewn cymunedau gwahanol sydd angen bod yn berthnasol ac wedi'i alinio â rhan sylweddol y contract ac o fewn disgwyliaid rhesymol o beth fyddai contract yn gallu ei ddarparu ac yn gymesur i faint y contract.

Roedd y Cabinet yn cydnabod gwerth y polisi a dywedodd y Prif Weithredwr ei bod hi'n cefnogi'r gwaith oedd yn alinio â nod y Cyngor o roi cymunedau yn ganolbwynt i'w waith. Fe gadarnhaodd hefyd bod yr Uwch Dîm Reoli wedi cymeradwyo'r polisi'n llawn a diolchodd i'r Ganolfan Buddion Cymunedol am eu gwaith caled.

PENDERFYNWYD y byddai'r Cabinet yn –

- cymeradwyo dogfen Polisi Buddion Cymunedol, a*
- chadarnhau ei fod wedi darllen, deall ac wedi ystyried yr Asesiad o Effaith ar Les (Atodiad 2 yr adroddiad) fel rhan o'i ystyriaethau.*

6 ADRODDIAD CYLLID

Cyflwynodd y Cynghorydd Julian Thompson-Hill yr adroddiad yn rhoi manylion ynglŷn â'r sefyllfa ariannol ddiweddaraf a'r cynnydd a wnaed o ran y strategaeth y cytunwyd arni ar gyfer y gyllideb fel yr amlinellir isod -

- y gyllideb refeniw net ar gyfer 2020/21 oedd £208.302 miliwn (£198.538 miliwn yn 2019/20).

- rhagwelwyd gorwariant o £2.476miliwn ar gyfer cyllidebau gwasanaeth a chorfforaethol (roedd y gorwariant yn cynnwys £2.7miliwn a dalwyd ar gyfer grant 'colli incwm' ar gyfer Chwarter 2)
- tynnwyd sylw at y risgiau a thybjaethau presennol yn ymwneud â meysydd gwasanaeth unigol ynghyd ag effaith ariannol Coronafeirws a chyllidebau Model darparu Amgen Hamdden
- manylion o arbedion ac arbedion effeithlonrwydd angenrheidiol o £4.448 miliwn y cytunwyd arno, gan gynnwys cynnwys arbedion corfforaethol sy'n ymwneud ag adolygiad actiwaraid teirblwydd o Gronfa Bensiynau Clwyd (£2 miliwn); 1% arbedion ysgolion (£0.692 miliwn); arbedion gwasanaeth (£1.756 miliwn).
- rhoddwyd diweddariad cyffredinol am y Cynllun Cyfalaf, y Cyfrif Refeniw Tai a'r Cynllun Cyfalaf Tai.

Gofynnwyd i'r Cabinet hefyd gymeradwyo defnyddio dyraniadau grant fel yr awgrymodd y Grŵp Buddsoddi Strategol yn ymwneud ag (1) Grant Cynnal a Chadw Ysgolion, (2) Adfer ar ôl Llifogydd mis Chwefror (Asedau Priffordd), a (3) Grant Cyfalaf Gofal Plant, ac fe soniwyd mwy am yr elfennau hynny yn y cyfarfod.

Ymhelaethodd y Cynghorydd Thompson-Hill ar y sefyllfa ariannol ddiweddaraf yn fanwl, yn enwedig o ran effaith ariannol Covid-19, gan gynnwys y cyllid grant a gafwyd hyd yma a'r safle ar hawliau i'r cyngor. Roedd y gorwariant o £2.475miliwn a ragwelwyd (£5.492miliwn fis diwethaf) yn cynnwys £2.7miliwn a dalwyd mewn cysylltiad â grant 'colli incwm' ar gyfer Chwarter 2 (roedd yr hawliad llawn yn £3.233miliwn). Darparwyd naratif hefyd ynglŷn ag amrywiadau gwasanaeth a thynnwyd sylw at symudiadau o'r mis blaenorol. Er nad oedd cyllidebau corfforaethol yn dangos amrywiant, roedd hi'n debygol y byddai holl wariant yn ôl disgrisiwn a chyllidebau wrth gefn yn cael eu rhyddhau er mwyn helpu i ariannu'r sefyllfa gyda risgiau yn parhau o ran Incwm o'r Dreth Gyngor a Chynllun Gostyngiadau Treth y Cyngor. Mae'n bosibl y bydd angen adolygu Balansau Cyffredinol heb eu clustnodi wrth i ni barhau i deimlo effaith y pandemig.

Ymatebodd yr Aelod Arweiniol a'r Pennaeth Cyllid i gwestiynau fel a ganlyn –

- roedd y golofn 'disallowed' o ran hawliadau a gyflwynwyd yn ymwneud ag elfennau o'r hawl roedd Llywodraeth Cymru wedi penderfynu nad oedd yn gymwys ac felly ni fyddai'n cael ei dalu.
Ar yr ochr gwariant, roedd hawliadau o £119,649 wedi cael eu gwrthod oedd yn ymwneud ag elfennau nad oedd LIC yn ystyried oedd yn wariant ychwanegol, ac mewn rhai achosion roedd hi'n anodd i wasanaethau benderfynu ar gymhwysedd, ond daeth y canllaw a ddarparwyd gan LIC yn fwy clir dros amser ac mae'r Cyngor wedi dod yn fwy medrus gyda'r broses hawlio gan ymarfer cyfrifyddu llyfr agored. Cafodd hawliadau colli incwm a wrthodwyd gwerth £642,922 yn bennaf eu priodoli i hawliadau cychwynnol ar gyfer colledion y cyfrif refeniw tai a ffioedd ar draws awdurdod. Cafodd colledion y cyfrif refeniw tai eu gwrthod am resymau rheoleiddio gan fod rhaid eu trin yr un fath â Landlordiaid Cymdeithasol Cofrestredig ac nid oedd hawliadau ar gyfer incwm gan awdurdodau lleol eraill bellach yn gymwys yn dilyn cytundeb rhanbarthol y gallai'r taliadau contract yma rhwng yr awdurdodau gael eu bodloni. O ganlyniad, nid oedd cyfanswm y swm a wrthodwyd yn cynrychioli'r incwm a

gollwyd na fyddai'n cael ei ad-ennill, ond roedd yn adlewyrchu mireinio'r broses ar gyfer gwasanaethau penodol.

- roedd y golofn ' Holding' yn ymwneud â hawliadau a gyflwynwyd y mae LIC wedi gofyn am ragor o wybodaeth a thystiolaeth cyn penderfynu i dalu'r hawliad neu beidio, a defnyddiwyd rhagor o wybodaeth am y fethodoleg a ddefnyddiwyd i gyfrifo colli incwm ar gyfer meysydd parcio fel enghraifft dangosol.
Roedd gwaith yn mynd rhagddo gyda LIC ynglŷn â hynny ac roedd yna hyder y byddai mwyafrif y ffigur 'holding' ar gyfer Chwarter 2 yn cael ei dalu erbyn diwedd y flwyddyn. Roedd yna rywfaint o bryder ynglŷn â'r hawliadau a gyflwynwyd mewn cysylltiad ag elfennau megis ffioedd cynllunio pan oedd LIC yn credu bod oedi wedi bod mewn cyllid a chymerwyd yr un agwedd gyda incwm o'r dreth gyngor pan roedd arian dal i fod yn ddyledus – ni fyddai'r golled yn amlwg tan ddiwedd y flwyddyn a darpariaeth dyled ddrwg. Serch hynny, roedd LIC wedi cytuno i adolygu'r sefyllfa ar Dreth y Cyngor ym mis Ionawr, a gobeithio erbyn hynny y bydd rhagor o eglurder am rai o'r elfennau 'holding' eraill i adrodd yn ôl i'r Cabinet. O ystyried graddfa'r hawliadau ar yr ochr incwm, ni dybiwyd unrhyw incwm yn yr adroddiad monitro oedd yn cynrychioli'r senario gwaethaf posibl ac roedd gostyngiad yn y gorwariant i'w ddisgwyl ar dalu hawliadau yn Chwarteri 3 a 4. Gan fod y mwyafrif o incwm yn ddibynnol ar yr elfen dwristiaeth, bu gostyngiad yng ngholli incwm a risg cysylltiedig dros fisoedd y gaeaf.
- o ran cyfeiriadau blaenorol ym mhrosiect Ailddatblygu Marchnad y Frenhines yn y Rhyl sydd wedi'u manylu yn yr adroddiad, cadarnhaodd yr Arweinydd y byddai'r geiriad yn cael ei ailystyried ar gyfer adroddiadau yn y dyfodol er mwyn adlewyrchu ar y cynnydd a'r sefyllfa ddiweddaraf
- roedd y rhestr o waith cynnal a chadw adeiladau ysgol yn yr adroddiad yn cynnwys pob eitem a gyflwynwyd ar gyfer cyllid grant. O ystyried y swm bychan o gyllid oedd ar gael, roedd swyddogion wedi cynnal ymarfer blaenoriaethu o'r gwaith oedd ei angen fel sail i ddyrannu'r cyllid hwnnw, ac roedd yr eitemau gyda ffigurau yn y golofn amcangyfrif o'r gost yn waith blaenoriaeth a fyddai'n cael ei wneud. Byddai'r gwaith na chafodd eu dewis yn cael eu cario ymlaen i'w ystyried fel rhan o ddyrannu'r cyllid yn y dyfodol.
- adfer ar ôl lifogydd mis Chwefror - o ran yr elfen refeniw, nid oedd y Cyngor yn gymwys ar gyfer cyllid ymateb i argyfwng gan nad oedd yn bodloni'r trothwy gwariant £250,000 gydag oddeutu £115,000 o gostau fel ymateb uniongyrchol. Serch hynny, cadarnhaodd LIC y byddai cyllid cyfalaf ar gael i gael ei wario yn y flwyddyn ariannol bresennol ar gyfer difrod a achoswyd, ac roedd y Cyngor wedi cyflwyno rhestr o gynlluniau gydag amcangyfrifon werth tua £1.3miliwn, a'r arwyddion oedd y byddai dyfarniad grant ar gyfer y swm llawn yn dod.
- gan ymateb i gwestiynau gan y Cynghorydd Arwel Roberts ynglŷn â'r Cylch Meithrin yn Ysgol Dewi Sant, rhoddodd y Cynghorydd Huw Hilditch-Roberts sicrwydd ynglŷn â'r ymrwymiad i gefnogi'r sefyllfa yn Ysgol Dewi Sant a darpariaeth iaith Gymraeg, a chadarnhaodd y buddsoddiad oedd wedi'i drefnu ar y safle – o ystyried y math o waith oedd ei angen roedd yna amserlen hirach, ond roedd cefnogi'r Gymraeg yn parhau yn flaenoriaeth i'r Cyngor.

PENDERFYNWYD y byddai'r Cabinet yn –

- (a) *nodi'r cyllidebau a bennwyd ar gyfer 2020/21 a'r cynnydd yn ôl y strategaeth y cytunwyd arni ar gyfer y gyllideb;*

- (b) cymeradwyo defnyddio'r Grant Cynnal a Chadw Ysgolion sydd wedi'i ddyfarnu i'r Cyngor gan Lywodraeth Cymru, fel yr argymhellir gan y Grŵp Buddsoddi Strategol ac a fanylir arno yn yr adroddiad hwn ac atodiadau 5, 6 a 7;
- (c) cymeradwyo defnyddio'r grant dangosol sydd wedi'i ddyfarnu i'r Cyngor gan Lywodraeth Cymru ar gyfer difrod i asedau priffyrdd fel yr argymhellir gan y Grŵp Buddsoddi Strategol ac a fanylir arno yn yr adroddiad hwn ac atodiadau 8, 9 a 10, a
- (d) cymeradwyo defnyddio'r Grant Cyfalaf Gofal Plant sydd wedi'i ddyfarnu i'r Cyngor gan Lywodraeth Cymru, fel yr argymhellir gan y Grŵp Buddsoddi Strategol ac a fanylir arno yn yr adroddiad hwn ac atodiadau 11 ac 12.

7 RHAGLEN GWAITH I'R DYFODOL Y CABINET

Cyflwynwyd Rhaglen Gwaith i'r Dyfodol y Cabinet i'w ystyried, a dywedodd aelodau bod Strategaeth ar Newid Hinsawdd a Newid Ecolegol CSDd (2021/22 – 2029/30) wedi cael ei aildrefnu o fis Ionawr i fis Chwefror.

PENDERFYNWYD nodi Rhaglen Gwaith i'r Dyfodol y Cabinet.

GWAHARDD Y WASG

PENDERFYNWYD y byddai aelodau'r Wasg yn cael eu gwahardd o'r cyfarfod ar gyfer yr eitem ganlynol o dan Adran 100A Deddf Llywodraeth Leol 1972, ar y sail fod yr eitem yn debygol o ddatgelu gwybodaeth eithriedig fel y'i diffinnir ym Mharagraffau 14 ac 16 Rhan 4 Atodlen 12A y Ddeddf.

8 DYFARNU CONTRACT CAEL GWARED AR ASBESTOS

Cyflwynodd y Cynghorydd Julian Thompson-Hill yr adroddiad cyfrinachol yn ceisio cymeradwyaeth y Cabinet i ddyfarnu contract gwaith i Gontractwr Gwaredu Asbestos trwyddedig yn syth.

Roedd y trefniadau presennol i gael gwared ar asbestos o eiddo'r cyngor trwy fframwaith cydweithredol fod i ddod i ben ym mis Rhagfyr 2020, ac roedd y Cabinet wedi cytuno ar fanylion a chychwyn y broses gaffael ar gyfer contract gwaith ym mis Hydref 2020. Roedd manylion y broses werthuso tendrau a gyflwynwyd ynghyd â'r system sgorio wedi cael eu cynnwys yn yr adroddiad, ynghyd â'r dyfarniad contract a argymhellir. Fe awgrymwyd hefyd bod y penderfyniad i ddyfarnu'r contract yn cael ei weithredu yn syth er mwyn sicrhau nad oedd unrhyw fwch mewn yswiriant o ystyried bod y fframwaith presennol wedi dod i ben ar 20 Rhagfyr 2020.

Ystyriodd y Cabinet ganlyniad y broses gaffael ynghyd ag argymhellion yr adroddiad ac o ganlyniad –

PENDERFYNWYD y byddai'r Cabinet yn –

- (a) *cytuno i ddyfarnu'r contract gwaith i'r contractwr a enwyd ac a awgrymwyd yn yr arddodiad oedd yn Contractwr Gwaredu Asbestos trwyddedig, ac a dderbyniodd y sgôr uchaf fel y dangosir yn Atodiad 1 yr adroddiad, a*
- (b) *chadarnhau bod y penderfyniad yn cael ei weithredu ar unwaith er mwyn atal unrhyw oedi wrth ddyfarnu'r contract er mwyn sicrhau nad oedd unrhyw fwlch mewn yswiriant pan fyddai'r fframwaith presennol yn dod i ben ar 20 Rhagfyr 2020.*

Daeth y cyfarfod i ben am 11.25am.

Adroddiad i'r: Cabinet

Dyddiad y cyfarfod 19 Ionawr 2020

Aelod Arweiniol / Swyddog Y Cyngorydd Brian Jones:

Aelod Arweiniol Gwastraff, Cludiant a'r Amgylchedd

Emlyn Jones

Pennaeth Cynllunio, Gwarchod y Cyhoedd a Gwasanaethau

Cefn Gwlad

Awdur yr Adroddiad Peter Daniels, Rheolwr Cludiant Teithwyr

Teitl Cynllun Brys ar gyfer y Sector Bysiau

1. Am beth mae'r adroddiad yn sôn?

1.1. Cyflwyno cam nesaf y Cynllun Brys ar gyfer y Sector Bysiau (BES).

2. Beth yw'r rheswm dros lunio'r adroddiad hwn?

2.1. Mae'r adroddiad yn cyflwyno'r cyd-destun ehangach, y cefndir a'r rhesymau dros BES ac yn ceisio cytundeb i ymuno â chynllun BES 2.

3. Beth yw'r Argymhellion?

3.1. Bod y Cabinet yn cytuno ag egwyddorion cytundeb BES 2 (Atodiad 2) i sicrhau cymorth ariannol (amodol) i'r sector bysiau ac i sefydlu perthynas â Chyngor Sir y Fflint fel yr awdurdod arweiniol rhanbarthol a'r llofnodwr, sy'n sicrhau bod yr arian brys parhaus yn bodloni blaenoriaethau'r awdurdod ac yn cael ei ddarparu ar ei ran.

3.2. Maes o law, i alw am adroddiad pellach ar gynigion i ddiwygio bysiau mewn perthynas â rheoli gwasanaethau bysiau yng Nghymru yn y dyfodol.

4. Manylion yr Adroddiad

Cefndir

- 4.1. Mae'r argyfwng iechyd presennol wedi effeithio'n ddifrifol ar deithio ar fysiau. Mae nifer y teithwyr wedi gostwng yn sylweddol, tra bod gofynion cadw pellter cymdeithasol a glanhau ychwanegol wedi rhoi beichiau a chostau ychwanegol ar ysgwyddau gweithredwyr.
- 4.2. Mae Llywodraeth Cymru (LIC) ac awdurdodau lleol (ALI) wedi camu i mewn i gefnogi'r sector gyda chymorth ariannol sylweddol. Mae pob parti wedi cymryd rhan mewn deialog gynhyrchiol i drafod a chytuno ar drefniadau cefnogi.
- 4.3. Cyn y pandemig, roedd Llywodraeth Cymru wedi ymgynghori ar amrywiaeth o newidiadau arfaethedig i'r ffordd y caiff gwasanaethau bysiau eu darparu yng Nghymru. Roedd pwysau nid yn unig yn gysylltiedig â'r feirws ond hefyd y nifer fawr o waith cyfreithiol a gynhyrchwyd gan Brexit a'r cyfnod pontio wedi gorfodi Llywodraeth Cymru i ohirio'r Bil Bysiau arfaethedig a fyddai fel arall yn dod allan yn nhymor presennol y Senedd.
- 4.4. Oherwydd y swm sylweddol o arian cyhoeddus ar gyfer gwasanaethau bysiau gan Lywodraeth Cymru ac awdurdodau lleol, ffafriaeth Llywodraeth Cymru yw gweld y sector cyhoeddus yn cael mwy o ddylanwad dros feysydd fel y rhwydweithiau o wasanaethau a ddarperir, tocynnau ac integreiddio â gwasanaethau rheilffyrdd. Mae hefyd yn rhagweld mwy o rôl i Drafnidiaeth Cymru, sydd bellach yn gyfrifol am wasanaethau rheilffyrdd yng Nghymru.
- 4.5. Mae hyn yn codi dau fater: (i) goroesiad tymor byr gweithredwyr a (ii) diwygio'r sector yn y tymor hwy. Mae Llywodraeth Cymru yn credu y gellir cysylltu'r ddau yma. Mae cyllid argyfwng tymor byr yn lliniaru effeithiau ar gyfer gweithredwyr, gyda nifer o amodau ynghlwm. Mae'r rhain i gymell gweithredwyr i gymryd rhan mewn newidiadau arfaethedig sy'n cyd-fynd â'r uchelgeisiau tymor hwy ar gyfer diwygio.
- 4.6. Mae Gweinidog yr Economi a Thrafnidiaeth a Gogledd Cymru, Ken Skates Aelod o'r Senedd, wedi cyfarfod ag arweinwyr pob un o'r 22 ALI, ynghyd â'i swyddogion, i nodi cyfeiriad Llywodraeth Cymru. Mae rhagor o fanylion wedi'u cynnwys yn Strategaeth Drafnidiaeth Cymru (WTS) sy'n destun ymgynghoriad.

Yn fwy diweddar, cyfarfu'r Dirprwy Weinidog, Lee Waters Aelod o'r Senedd, â'r holl arweinwyr i drafod y WTS ond hefyd i annog Awdurdodau Lleol i gofrestru ar gyfer BES 2.

4.7. Mae arweinwyr wedi cytuno i sefydlu Grŵp Aelodau Bysiau CLILC, gan ganolbwyntio ar y cynigion tymor hwy i ddiwygio gweithrediadau'r sector. Mae'r grŵp hwnnw'n cynnwys Arweinydd CLILC (sydd hefyd yn Llefarydd Trafnidiaeth CLILC), y Dirprwy Llefarydd Trafnidiaeth, cadeiryddion y pedwar corff trafndiaeth rhanbarthol a chyd-gadeiryddion Fforwm Gwledig CLILC. Cyfarfu'r Grŵp Aelodau hwnnw â Lee Waters ar 18 Ionawr 2021.

BES

4.8. Cydnabuwyd y problemau sy'n wynebu gweithredwyr yn gynnar yn y pandemig. Wrth edrych i'r dyfodol, er mwyn sicrhau eu gwasanaethau ar gyfer y dyfodol, cytunodd awdurdodau lleol i barhau i wneud taliadau am wasanaethau dan gontract er bod llawer o wasanaethau wedi'u hatal i ddechrau.

4.9. Ochr yn ochr â hyn, camodd Llywodraeth Cymru i mewn i helpu gweithredwyr i ddelio â llai o incwm ar lwybrau a weithredir yn fasnachol a'r costau ychwanegol sy'n cael eu hysgwyddo. I ddechrau, gwnaeth rhyddhaodd Llywodraeth Cymru £29m o'r Gronfa Caledi, a oedd yn gweithredu o fis Ebrill 2020 am dri mis. Cafodd y Gronfa hon ei chronni o arian a fyddai fel arall wedi'i dalu drwy'r Grant Cymorth Gwasanaethau Bysiau, y Cynllun Teithio Consesiynol a'r cynllun Fy Ngherdyn Teithio i bobl ifanc.

4.10. Yna cyflwynwyd BES 1 ym mis Gorffennaf i ddarparu cymorth parhaus. Parhaodd i gynnal incwm gweithredwyr ar lefelau hanesyddol, yn seiliedig ar daliadau o dan gynlluniau grant 2019. Yn gyfnewid am hyn, nododd Llywodraeth Cymru ei bod yn disgwyl i weithredwyr gyfrannu at ail-lunio gwasanaethau bysiau yng Nghymru, gan gynnwys gwell rhwydweithiau rhanbarthol gyda mwy o integreiddio â gwasanaethau rheilffyrdd, tocynnau clyfar ac amserlennu.

4.11. Cyflwynwyd BES 1.5 ym mis Awst, a weinyddwyd gan Sir y Fflint fel awdurdod arweiniol ar gyfer y Gogledd ond a ddisbarthwyd ar ôl cytundeb rhanbarthol. Mae Sir y Fflint wedi dosbarthu'r BSSG presennol ers 2013. Darparodd BES 1.5 £10m o 'gyllid cynyddol' cychwynol ar gyfer y diwydiant bysiau i gefnogi

ailagor ysgolion a gweithgarwch economaidd cyffredinol. Dilynodd £35m ychwanegol o fis Medi ymlaen. Helpodd yr arian hwn i dalu am y gost o adfer gwasanaethau a ataliwyd gyda chyfyngiadau teithio ac roedd eu hangen i ateb y galw cynyddol, o ystyried cyfyngiadau capasiti o ran cadw pellter cymdeithasol. Yna cafodd BES 1.5 ei ymestyn i ddiwedd mis Mawrth 2021. Unwaith eto, gofynnwyd i weithredwyr ymrwymo i ystod o delerau ac amodau i gael gafael ar gyllid BES.

4.12. Mae Llywodraeth Cymru, gan weithio gyda Thrafnidiaeth Cymru, bellach yn cynnig ymrwymo i gytundeb BES 2 tymor hwy gyda gweithredwyr ac awdurdodau lleol i ddiogelu gwasanaethau bysiau. Bydd yn gweithredu am gyfnod cychwynnol o hyd at ddwy flynedd o'r dyddiad y dechreuodd BES 1.5 (h.y. hyd at 31 Gorffennaf 2022), oni bai bod amodau'r farchnad yn gwella'n ddigonol i weithredwr beidio bod angen cymorth BES mwyach ar gyfer unrhyw un o'i wasanaethau p'un a ydynt yn cael eu contractio neu'n fasnachol.

4.13. Ceir nodweddion allweddol BES 2 yn Atodiad 1. Mae nodyn briffio a baratowyd gan Drafnidiaeth Cymru ar gael fel Atodiad 2 a'r Cytundeb arfaethedig llawn fel Atodiad 3).

Y tu hwnt i BES 2

4.14. Mae trafodaethau'n dechrau cael eu cynnal mewn perthynas â chynllunio rhwydweithiau yn y dyfodol a phriod rolau Llywodraeth Cymru, Trafnidiaeth Cymru, Awdurdodau Lleol a gweithredwyr. Mae'n bwysig nodi nad dyma brif ffocws cytundeb BES 2. Bydd yn bwysig cynnal trafodaethau manwl pellach gyda'r Aelodau ar y materion hyn. Fodd bynnag, nid yw hyn yn rheswm dros ohirio llofnodi cytundeb BES 2. Mae Llywodraeth Cymru yn credu y bydd BES 2 yn helpu i gynnwys gweithredwyr yn y trafodaethau am y dyfodol, ar adeg pan fo'u hincwm yn fwy dibynnol fyth ar gymorth gan y sector cyhoeddus. Wrth gofrestru ar gyfer BES 2, fodd bynnag, mae Awdurdodau Lleol yn cytuno i ddarparu cymorth ariannol i'r sector. Nid ydynt yn ymrwymo i unrhyw fodel penodol o reoli gwasanaethau bysiau yn y dyfodol, gan y bydd hynny'n destun trafodaeth bellach.

5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?

5.1. Mae gwasanaethau bysiau yn rhan bwysig o'r flaenoriaeth 'cymunedau cysylltiedig'.

6. Faint fydd hyn yn ei gostio a sut y bydd yn effeithio ar wasanaethau eraill?

6.1. Nid yw'r costau ar gael ar hyn o bryd ond fe'u bodlonir o ffynonellau ariannu allanol.

7. Beth yw prif gasgliadau'r Asesiad o'r Effaith ar Les?

7.1. Nid yw'r adroddiad hwn yn gofyn am Asesiad o Effaith ar Les.

8. Pa ymgynghoriadau sydd wedi'u cynnal gyda Chraffu ac eraill?

8.1. Ni ymgynghorwyd â neb heblaw am drwy Lywodraeth Cymru a CLILC gydag arweinwyr ledled Cymru.

9. Datganiad y Prif Swyddog Cyllid

9.1. Cefnogir y cytundeb arfaethedig gan ei fod yn helpu i ddarparu ymateb rhanbarthol i geisio sicrhau y gall y sector a gwasanaethau bysiau ddod yn gynaliadwy eto. Cyn belled â bod y Cyngor yn cytuno i gytundeb BES 2, nid yw'r cynigion yn cael unrhyw effaith ar gyllidebau lleol ar unwaith. Mae Adran 10.1 yn nodi'r risgiau i'r maes gwasanaeth os nad ydym yn cymryd rhan.

10. Pa risgiau sydd yna ac oes yna unrhyw beth y gallwn ei wneud i'w lleihau?

10.1. Mae methu â chytuno i gynllun BES 2 yn arwain at ddwy risg. Y cyntaf yw na fydd gwasanaethau bysiau lleol yn parhau i gael eu hariannu ar eu lefel bresennol a bydd hyn yn arwain at doriadau mewn gwasanaethau. Yn ail, bydd yn golygu bod sir Ddinbych allan o'r cnewyllyn yn rhanbarthol, a allai fod â goblygiadau pellach i wasanaethau bysiau groesi ffiniau.

11. Pŵer i wneud y Penderfyniad

11.1. A.9 Mesur Llywodraeth Leol Cymru 2009 ac Adran 2 Deddf Llywodraeth Leol.

Mae tudalen hwn yn fwriadol wag

Key Features of BES 2

- 1.1. BES 2 will continue to address the loss of farebox revenue and the additional costs associated with responding to the pandemic. Under BES 2, WG funding will sit alongside our own local funding provided through the Concessionary Travel Scheme, via the Revenue Support Grant, and regionally through the Bus Services Support Grant to make up the shortfall.
- 1.2. WG will be a co-signatory to the BES 2 agreement with bus operators, alongside TfW. Local authorities retain legal responsibilities for bus services and therefore remain central to determining which local services receive this support. They need to agree to the principle of the agreement and the relationship with their Lead Authority, in ensuring that the ongoing emergency funding meets their priorities and is delivered on their behalf. This will provide the legal basis for WG to make payments to the operators. In this way, WG can use its powers to support operators, whereas the additional funding would breach local authorities' de minimis limits for direct award contracts (further details in the briefing note in Appendix 2 and the full proposed Agreement is in Appendix 3). LAs will remain responsible for those services which they currently contract directly with bus operators. LAs will need to consider planning for contingencies, such as if the BES 2 agreement is not signed or the level of funding for BES 2 is reduced during the period of the agreement.
- 1.3. Key features of BES 2 will be as follows:
 - Maximum term until 31st July 2022 or until operators enter into an embedded partnership agreement;
 - Development and delivery of a Reference Network, intended to provide a range of benefits to communities; multi-operator ticketing; and operator sign-up to an Economic Contract at the heart of WG's Economic Action Plan (and its principles of fair work, health, decarbonisation, skills and learning etc);
 - Long term co-operation and co-ordination across TfW, LAs and operators by entering into partnerships with a clear set of obligations and shared standards;

- One agreement per operator in each of the regions that they work in, signed by Welsh Government, TfW, a lead authority and the operator;
- Operators will be allowed to make a (capped) profit on services that has not been possible under emergency funding to date.

BUS EMERGENCY SCHEME PHASE 2 (BES 2) - BRIEFING NOTE FOR LOCAL AUTHORITIES

This summary sets out details of the proposed BES 2 arrangements. The proposals, described under the following headings, are subject to ongoing discussions between local authorities, operators, Transport for Wales and Welsh Government:

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What does BES 2 Mean for Local Authorities?	1
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Journey to Date and Plans for BES 2

Since the start of the COVID 19 pandemic Welsh Government, Local Authorities, TfW and operators have worked together to make bus services available to Welsh citizens in spite of the significant reduction in passenger numbers and associated fare income. Money is still being provided to operators on an emergency basis under the terms and conditions in the BES 1.5 agreement which expires at the end of March 2021.

With the BES 2 agreement the public sector is planning to enter into longer term arrangements with operators, ideally by the end of January 2021, which will replace BES 1.5 from the point of signature.

What does BES 2 Mean for Local Authorities?

Actively managing recovery from the impact of COVID-19 on local bus services

The BES 2 agreement formalises Welsh Government's commitment to supporting recovery of bus services following the impact of COVID-19. BES 2 funding will be used to address the loss of farebox revenue and the additional costs associated with responding to the COVID 19 pandemic. Welsh Government will be a co-signatory to the proposed BES2 agreement with bus operators

Under the terms of the BES2 agreement, operators will be required to provide bus services that meet local needs under the direction of the Lead Authority for each region, working with and on behalf of its constituent local authorities.

The end date for the BES2 contract is 31 July 2022. This should allow enough time for revenues to recover. The contract may be terminated earlier if market conditions mean that additional Government funding is no longer required to address the impact of COVID-19.

Funding responsibilities

The BES 2 agreement exists to provide a legal basis for funding the costs associated with the impact of COVID 19. These include the loss of farebox, duplication of buses to take account of social distancing or providing alternative services where operators give them up and the services are still needed. This applies to services that were commercial pre-COVID and to tendered services.

The BES2 agreement does not change local authorities' ability to determine where and how they spend the Revenue Services Grant (RSG). The RSG funding is not hypothecated and most local authorities spend an element of this grant on local bus service provision to fill gaps in the commercial network. BSSG (roughly £8m across Wales) is also used to secure the delivery of services to a specified standard.

The BES2 funding for COVID19 related costs sits alongside this local authority funding for local bus services and does not remove or amend local authority powers and responsibilities with regard to local bus services. The two funding streams serve different purposes. Local authorities will still need to prioritise and fund local bus services where they see fit.

Specifically:

- if a local authority chooses to cease to fund a supported contract, BES 2 funding cannot be applied to backfill that loss of funding
- local authorities remain responsible for their existing contracts and may need to vary these contracts to scale back services if BES 2 funding were to cease before fare box takings return to pre-COVID levels, unless additional sources of funding are available.

Directing the provision of services

Working with the Lead Authority in each region, local authorities will need to jointly prioritise the routes that BES 2 funding should be applied to, taking into account the work already undertaken under BES 1.5 and using these priorities for spend:

- supporting learners' journeys to school or college on registered local bus services;
- increasing frequencies where demand exceeds capacity;
- improving accessibility to jobs and services across our regions and communities;
- supporting economic recovery; and
- ensuring social inclusion,

Under the terms of the BES2 contract, subject to the Lead Authority acting reasonably within the bounds of available funding, the bus operators will be required to provide services that meet local priorities as directed by the Lead Authority.

The BES 2 arrangements include the collaborative development of regional Reference Networks by local authorities, operators, Welsh Government and TfW. The Reference Networks will reflect local, regional and national priorities and will help to guide investment in bus services for the future. BES2 ensures local authorities have an influence over the development of a coherent Reference Network which will ultimately be delivered by a mix of tendered and commercial services.

Implications for local bus contracts

The BES 2 agreements do not supersede the existing supported contracts (e.g. section 63 contracts) that are in place between each local authority and bus operators. The BES 2 agreements sit alongside existing contracts and provide a legal basis for the additional funding that operators are receiving in respect of their supported contracts to cover the loss of farebox and additional costs incurred, for example, with respect to complying with social distancing and cleaning requirements. The BES 2 agreements also set out the basis on which operators will exit the BES arrangements and return to the original terms of contract.

The additional funding that is being paid to operators to address the impact of the COVID 19 pandemic would breach local authorities' de minimis limits for direct award contracts. Welsh Government is a signatory to the existing BES 1.5 agreement and to the proposed BES 2 agreement in order to use its powers to support continued provision of the operators' services without breaching the de minimis cap. Welsh Government powers in this regard can be exercised for a two year term and date from the start of the BES 1.5 agreement on 1 August 2020 to 31 July 2022.

BES can impact on local contract procurement. Where a local authority wishes to tender for a new or time expired supported contract the risks associated with predicting farebox revenue, during and immediately after the pandemic, will affect tender prices. In these circumstances, bidders will be required to offer a price that they will charge while BES funding is in place and alternative prices for when BES funding is no longer available, with their tenders covering both before and after the farebox has returned to pre-COVID levels.

Regional Working

BES2 supports the move to improve regional co-ordination and oversight of delivery of local bus services. Under BES 1.5, the funding was distributed to the Lead Authority in each region. Each operator signed one agreement with the Lead Authority in each region where it operates, with Welsh Government and Transport for Wales as co-signatories. The Lead Authority is then responsible for distributing the BES funding to the operators in its region. It is proposed that this model is retained for the BES 2 agreement. The responsibilities of each party will be clearly set out in the grant letter to the Lead Authority and in the BES 2 agreement, and measures are being taken to minimise the risk to the Lead Authority relating to funding and termination of the BES2 agreement.

Why move to BES 2?

The benefit for operators is that they will be able to make a profit under the terms of BES 2. No profit has been allowed in the emergency arrangements up to now.

The benefit for the public sector is that we can jointly better manage the recovery of bus services. The alternative is that, as recovery begins, operators will shrink their networks to the routes and services that are commercially viable for them leaving government to support an even larger subsidised network. The BES 2 arrangements are seeking to ensure that operators are incentivised to support the recovery of the whole network and not just a limited number of commercial routes.

The public sector is taking farebox risk under BES 2 and, as farebox levels rise, this revenue will augment the funding available to work with operators to support the recovery of services. This will benefit us all in the long term by building passenger confidence in a reliable and comprehensive public transport network.

Although recovery from the impact of the COVID 19 on patronage is likely to be slow, we do not expect operators to stay within the BES 2 arrangements forever. **As passenger confidence returns and farebox recovers, we expect operators to exit the BES 2 arrangements and work with us under partnership agreements.** The partnership agreements will be based on agreed core set of principles and behaviours that will be developed with operators as part of the BES 2 arrangements.

What results are we trying to achieve with BES 2?

BES 2 provides a mechanism for managing the recovery and reshaping of bus services to respond to the impact of the COVID 19 pandemic. Specifically:

- Address areas of high demand where social distancing has reduced available capacity
- Ensure that communities are not cut off due to low fare box revenues.
- Offer new options for meeting demand such as demand responsive transport which may be more cost effective as patterns of travel change.
- Offer better value for money for passengers by working with operators to rationalise their fare structures and develop multi operator ticketing, to the extent permitted by competition law.
- Build a better working relationship with operators to develop a robust and viable network of services for the future.
- Gain a better understanding of the costs of delivering bus services in Wales to inform future policy and funding decisions
- Reduce pollution by introducing measures to attract people out of their cars and onto public transport and by working with the industry to upgrade their fleet.

What does BES 2 mean for operators?

Where an operator signs up to the BES arrangements (whether BES 1, 1.5 or BES 2), all the services that the operator runs – whether they are supported or formerly commercial – are included in the contract.

Each operator is expected to continue to operate routes that are largely similar to those which they operated pre-COVID, amended as necessary to respond to the crisis. This helps to maintain stability in the short term and provides a framework for decision making e.g. if an operator chooses not to run services that they used to run before COVID a decision can be made to let a tender for those services if they are still required.

Funding for the regional BES contracts will be a mix of existing sources and additional funding from Welsh Government, with operators being funded to cover all their allowable costs across all their services less their earnings from the fare box, concessionary fares, BSSG and YPT.

What risks exist with the proposed approach?

Operators choose not to sign the BES 2 agreements and instead shrink their networks to the minimum required and/or reduce the quality of their services to make a commercial return. *Mitigation – working with operators to address their concerns and ensure that all parties see this as a beneficial arrangement.*

The BES 2 arrangements breach competition, state aid or procurement law and are rendered invalid. *Mitigation – working with lawyers to ensure that the terms are compliant with the law.*

Operators challenge the local authority's ability to let new contracts on routes where the operator has registered a commercial service. *Mitigation – the standards that will be specified as part of BES2 provide an objective way to defend the local authority's right to let a supported contract where the service offered by the operator does not meet the specified standard. Legal advice and guidance will be provided to local authorities to support this statement.*

Additional funding from Welsh Government beyond the end of March 2021 is yet to be confirmed. *Mitigation – WG have committed additional funding from September 2020 to support local bus services and officials are working to secure further funding to support these key services beyond the 2020/21 budget horizon.*

Funding operators in this way is not cost effective and/or operators are not incentivised to be efficient. *Mitigation – use the data from operators to assess the cost effectiveness of the spend and shape contract terms to incentivise efficiency.*

What changes from BES 1.5 to BES 2 and Beyond?

Tudalen 28

Activity	BES 1.5	BES 2	Beyond BES 2 - Partnership
Services			
Routes and frequencies operated	Operators offer routes of their choice together with ramp up services agreed with the Lead Authority following discussion with local authorities.	All services (supported and formerly commercial) to be formally specified by the Lead Authority, working with and on behalf their constituent local authorities.	Services to return to either being commercially run by operators or under supported contracts subject to the Reference Network commitments below.
Reference Network	Not defined.	Parties to develop a target Reference Network, including routes and service frequencies, that reflects long term local, regional and national ambitions.	All parties to work together to deliver target Reference Network where financially viable Government to use target Reference Network to prioritise capital investment.
Data provision	Operators providing financial and operational data to support passengers, payment and delivery	No change	No change to operational data requirements. Reduced financial data requirements for commercial services.
Finance			
Funding principles	Additional BES funding (over and above historic BSSG, MCF and YPT) was distributed to each Lead Authority as a WG grant.	Any additional BES funding (over and above historic BSSG, MCF and YPT) to be distributed to each Lead Authority as a WG grant.	No additional BES funding. Funding will be required to support investment, e.g. in infrastructure, to meet partnership obligations.
Payments and Reconciliation	BES funding supports the cost of all services – both formerly commercial and tendered – less farebox and other revenue. 0% margin.	One change from BES 1.5 - 2% margin offered. Subject to ongoing review.	Operators earn margin from commercial services and through tendered services.

Activity	BES 1.5	BES 2	Beyond BES 2 - Partnership
Contract			
Signatories	Contracts signed by the operator, the Lead Authority in each region, Welsh Government and TfW.	Same as BES 1.5.	Same as BES 1.5.
Term	Terminate on signature of BES 2 agreement or end March 2021	Contract to be terminated if additional BES funding is not available or upon exit to BES 3 or, at the latest, by 31 July 2022.	Term for partnerships to be agreed.
Existing supported contracts	Operators receive a fixed percentage of original contract price plus BES top up funding via cost reconciliation	Contracts varied as required to reflect actual delivery and receipt or BES payments or terminated if no longer required.	All local contracts return to operating under original terms.
Letting new supported contracts	No action taken	Guidance provided to ensure all bidders are given consistent information about available BES funding and that tenders are structured to manage current farebox risk.	BES no longer a factor in letting new supported contracts
Former commercial services	Contracted as part of the BES 1.5 arrangements using Welsh Government powers.	Same as BES 1.5	Either become commercial or supported services or are no longer required.
Commercial services	Assumption that receipt of BES funding means that the operator's services are not commercial.	Services can start to become commercial under BES 2 but farebox and other revenue continues to be included in overall reconciliation under BES 2.	Commercial services to earn BSSG and MCF in accordance with prevailing regime but no BES payments. Commercial services to meet target Service Standards subject to viability.

Mae tudalen hwn yn fwiadol wag

DATED

2021

(1) WELSH MINISTERS

- and -

(2) TRANSPORT FOR WALES

- and –

(3) [*LEAD REGIONAL TRANSPORT AUTHORITY*]

- and –

(4) [*OPERATOR*]

AGREEMENT

relating to

Bus Emergency Scheme 2 in respect of the
areas of the following [*insert all Local
Authorities in the Region*]

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BETWEEN:

- (1) **WELSH MINISTERS** ("Welsh Government");
- (2) **TRANSPORT FOR WALES** of 3 Llys Cadwyn, Pontypridd, Wales, CF37 4TH ("**TfW**");
- (3) [**LEAD REGIONAL TRANSPORT AUTHORITY**] of [address] acting for and on behalf of [List names of Constituent Local Authorities] ("**Lead Authority**"); and
- (4) [**OPERATOR**] of [address] registered in England and Wales with company number [number] ("**Operator**"),

(together the "**Parties**").

BACKGROUND:

- A Welsh Government has been taking action to help bus operators in Wales, including the Operator, get through the inevitable uncertainty of the COVID-19 affected operating conditions, and that such action has enabled the Operator to continue provision of services which could not have been provided by the Operator without this financial support since March 2020. The Operator further acknowledges that the provision of this support has enabled the Operator to retain customers and a network of services which may otherwise have been lost or reduced significantly, and that this will support the Operator's business in recovering following relaxation of rules on social distancing and other factors which affect bus travel at the date of this Agreement.
- B Funding has been provided by the Welsh Government to bus operators in Wales pursuant to the Bus Hardship Funding letter dated 2 April 2020, the Bus Emergency Scheme 1 letter ("**BES 1**") and Bus Emergency Scheme 1.5 letter ("**BES 1.5**") which provided money to bus operators (including the Operator) through the Lead Authority on behalf of its Constituent Local Authorities. Those letters set out conditions to the Operator receiving such funding (together the "**Previous BES Funding Arrangements**").
- C In continuing to provide Bus Emergency Scheme funding, Welsh Government wish to move to a lasting partnership between bus operators and the public sector. Working together will enable a fundamental reshaping of Wales' local bus services, through a new approach to managing services, sharing data and information and establishing standards for routes, services, fares and tickets to meet the needs of passengers in a world affected by COVID-19, climate change, new transport choices and changes to working patterns.
- D It is intended that funding provided under this new BES 2 agreement ("**Agreement**") will ensure that support provided to bus operators is more directly aligned with the provision of bus services that meet with the aim of supporting the management and interaction across transport modes including smart ticketing, unified routing, integrated timetabling and will do this both by Welsh Government funding pursuant to section 7 Transport (Wales) Act 2006 to support the provision of public service obligations by operators reflecting the services agreed by the public sector to continue to be provided by the operators (including both supported and formerly commercial services) and the parties also agreeing a framework for long term partnership which will continue to cover both supported and commercial bus services into the future.
- E Welsh Government and Transport for Wales have agreed to: (i) consult with bus operators before making policy changes which affect or are impacted by local bus services and give full

consideration to the views expressed, consistent with their duties under the Well-being of Future Generations (Wales) Act 2015; (ii) ensure funding arrangements are clear, communicated and executed in a timely fashion; (iii) recognise and take account, wherever possible in designing policy for bus regulation of the real costs of operating services, bus provision and employee matters; and (iv) ensure requests for information to bus operators are targeted, minimise unnecessary burdens on operators and involve no more work than is required to achieve the relevant purposes.

- F This Agreement is intended to provide a step in ensuring that services and funding are aligned, whilst providing a framework for development of future partnership working between the public sector and bus operators, which can be built upon over the coming years, including to secure co-production in the design and delivery of bus transport services. In particular: (i) Welsh Government and TfW shall engage fully and openly with bus operators in the development of the National Transport Delivery Plan, including policies for the delivery of zero carbon bus fleets and for the development of interventions to improve bus journey times through tackling congestion; and (ii) the Constituent Local Authorities shall take action to enhance highways infrastructure, bus facilities and service information, subject to the availability of funding.
- G The Parties acknowledge that the contribution of the Welsh Government, TfW and local government to delivering quicker, more reliable and predictable services through traffic and congestion reduction and the introduction and improvement of bus priority is crucial to the successful delivery of bus services.
- H As a result this Agreement includes specific requirements in respect of the continued funding and provision of services including specifying the terms of an umbrella partnership arrangement between the Parties, other bus operators and the Lead Authority (on behalf of Constituent Local Authorities in the Region and other Local Authorities affected by the partnership) to support Welsh Government's wider objectives.
- I The Parties acknowledge that this Agreement includes a reconciliation process which shall take into account the costs and revenues from all Local Services provided by the Operator, including Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.
- J It is acknowledged that this Agreement is not intended to amend the basis of payments of BSSG and Concessionary Travel Scheme which shall continue to be paid in accordance with their terms subject to any future reform of such payments with Welsh Government may undertake.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 Unless the context otherwise requires, the following expressions shall have the meanings set out below:

"ADR Notice"	has the meaning given to it in clause 25.4;
"Agreement"	has the meaning given to it in Recital D;

"Alternate Lead Authority"	means each of [Flintshire County Council], [Monmouthshire County Council], [Swansea Council], [Ceredigion County Council], and [Powys County Council] which may be appointed to assist with disputes in accordance with clause 6.7; [Note: delete Lead Authority from this list.]
"BES 1"	has the meaning given to it in Recital B;
"BES 1.5"	has the meaning given to it in Recital B;
"BES 2 Funding"	means funding provided by the Welsh Government to the operators in Wales pursuant to the terms of this Agreement;
"BES Funding Period"	means the period of the BES Previous Funding and the BES 2 Funding;
"BES Previous Funding"	means funding provided by the Welsh Government to operators in Wales pursuant to the Previous BES Funding Arrangements;
"BSSG"	means Bus Services Support Grant awarded to a Lead Authority by Welsh Government to support and maintain the core strategic bus network, improve connectivity and quality, provide certain bus and other local transport services, and develop close and effective partnership working;
"Change in Covid-19 Impact Event"	means any new event or circumstances (or change to event or circumstances) which occurs following the Effective Date which arise as a direct result of the COVID-19 Virus and which adversely impacts the Operator's ability to perform its obligations under this Agreement including but not limited to the introduction of lockdown measures, travel restrictions or amended social distancing measures in the United Kingdom;
"CMA"	means the Competition and Markets Authority of Victoria House, Southampton Row, London WC1B 4AD;
"Commercially Sensitive"	means in relation to a Disclosing Party that the disclosure of such information is either a trade secret or if disclosed would prejudice the commercial interests of that Party, and shall include any Operator Information identified as Commercially Sensitive in Part 4 of Schedule 4;
"Commercial Service"	means a Local Service which a bus operator provides on a commercial basis and not pursuant to any Existing Supported Services Contract or New Supported Services Contract;
"Confidential Information"	means, in relation to a Disclosing Party: <ul style="list-style-type: none"> (a) information of whatever nature concerning the business, assets, liabilities, dealings, transactions, policies or affairs of the Disclosing Party including all trade secrets, financial, marketing and technical information, ideas, concepts, technology, processes,

knowledge and know-how, together with all details of a Disclosing Party's, customers, suppliers, prices, discounts, margins, information relating to research and development, current trading performance and future policy or business strategy and all other information of a like nature; and

- (b) any information which is expressly indicated to be confidential or commercially sensitive or which, due to the nature and circumstances of its disclosure or its content might reasonably be considered to be confidential (whether or not marked as such),

in each case in whatever form or medium (including written, electronic, visual and oral) such information is recorded or kept and whether or not created for the purpose of entering into this Agreement or otherwise, and shall include, for the avoidance of doubt, any Operator Data identified as Confidential Information in Part 4 of Schedule 4;

"Constituent Local Authorities"

means a group of local authorities in Wales who are working together and are represented by the Lead Authority (and **"Constituent Local Authority"** shall be construed accordingly);

"COVID-19"

means the virus identified and named "COVID-19 virus" by the World Health Organisation which was characterised as a pandemic by the World Health Organisation on 11 March 2020;

"Data Protection Laws"

means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and the Data Protection Act 2018, together with the Privacy and Electronic Communication Regulations 2003 and all codes of practice issued by the Information Commissioner;

"Defaulting Party"

means a Party who commits a material breach of its obligations under this Agreement;

"de minimis contracts"

means Local Services contracts entered into pursuant to section 63 of the Transport Act 1985 which have been procured on a direct award basis to secure the provision of such public transport services as are considered appropriate to meet any public transport requirements which would not otherwise be met, pursuant to the exceptions allowed under section 91 Transport Act 1985 by the Service Subsidy Agreements (Tendering) Regulations 1985 as amended;

"Disclosing Party"

means a Party that discloses Confidential Information to one or more Receiving Parties under this Agreement;

"Dispute"	means a dispute or difference arising out of or in connection with this Agreement or any such matter which a Party deems (acting reasonably) to constitute a dispute;
"Economic Contract"	has the meaning given to it in the Welsh Government "Prosperity for All - Economic Action Plan";
"Effective Date"	means the date of this Agreement;
"EIR"	means the Environmental Information Regulations 2004;
"Existing Supported Services"	means any Local Services operated pursuant to the terms of an Existing Supported Services Contract;
"Existing Supported Services Contracts"	means contracts for the provision of Local Services in Wales by the Operator that were entered into before the Effective Date pursuant to: <ul style="list-style-type: none"> a) terms let by or on behalf of the Welsh Government pursuant to section 7 of the Transport (Wales) Act 2000; b) contract terms let by one or more local transport authority pursuant to section 63 of the Transport Act 1985 (including, for the avoidance of doubt, any de minimis contracts); or c) any other contract let by one or more local transport authorities in accordance with sections 89 – 92 of the Transport Act 1985;
"FOIA"	means the Freedom of Information Act 2000;
"Force Majeure Event"	means any event or occurrence (including fire, flood, violent storm, pestilence, explosion, malicious damage, act of terrorism, epidemic, pandemic, any industrial action by the workforce of an affected Party or by the workforce of a critical or key supplier, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made) which: <ul style="list-style-type: none"> a) without prejudice to the operation of clause 11.6, the affected Party could not reasonably have provided against before entering into this Agreement; b) materially adversely affects the ability of a Party to perform its obligations (in whole or in part) under this Agreement; c) which is outside the reasonable control of an affected Party; d) having arisen, could not reasonably be avoided or overcome by the affected Party;

- e) occurs in the United Kingdom; and
- f) is not attributable to any act or failure to take reasonable preventative action by an affected Party;

"Former Commercial Services"	has the meaning given to it in clause 15.1;
"Funding Review(s)"	means the review carried out in accordance with Schedule 5;
"Good and Efficient Operator"	has the meaning given to it in Section 1 to Schedule 3;
"Gross Cost Contract"	means a contract whereby the procuring authority retains the right to receipt of passenger revenue and therefore carries the financial risk in respect of the level of passenger revenue received in respect of services provided under such contract;
"Historic"	means up to 1 March 2019;
"Insolvent Party"	has the meaning given to it in clause 11.3;
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
"Lead Authority"	means a local authority in Wales acting as the Lead Regional Transport Authority for one or more of its Constituent Local Authorities;
"Lead Authority Dispute"	means a Dispute which involves the Lead Authority and may therefore be resolved in accordance with clause 25.3;
"Legislation"	means any Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any Welsh law within the meaning given to it in section 1(3) of the Legislation (Wales) Act 2019, any exercise of the Royal Prerogative, and any enforceable EU right within the meaning of Section 2 of the European Communities Act 1972 (as amended), in each case in the United Kingdom;

"Local Service"	has the meaning given to it in the section 2 of the Transport Act 1985 and for the avoidance of doubt, this shall not include: services which are not registrable pursuant to section 6 of the Transport Act 1985, including any services which are provided where a railway service is temporarily interrupted under section 40 Railways Act 2005;
"Net Cost Contract"	means a contract whereby the operator retains all passenger revenue and takes the risk in respect of the level of passenger revenue received in respect of services provided under such contract;
"New Supported Services"	means any Local Service operated pursuant to the terms of a New Supported Services Contract;
"New Supported Services Contract"	means contracts for the provision of Local Services in Wales by the Operator that were entered into after the Effective Date pursuant to: <ul style="list-style-type: none"> a) terms let by or on behalf of the Welsh Government pursuant to section 7 of the Transport (Wales) Act 2000; b) contract terms let by one or more local transport authority pursuant to section 63 of the Transport Act 1985 (including, for the avoidance of doubt, any de minimis contracts); or c) any other contract let by one or more local transport authorities in accordance with sections 89 – 92 of the Transport Act 1985;
"New Supported Services Contract Tendering Assumptions"	has the meaning given to it in clause 17.3;
"Operator Data"	means Operator data required to be provided under this Agreement which are confidential or commercially sensitive to the Operator as identified in Part 4 of Schedule 4;
"Operator Companies"	Group means the Operator and any subsidiary, holding company or subsidiary of any holding company of the Operator or any other company or structure established by the owners of the Operator and "Operator Group Company" shall be construed accordingly;
"Part 1 Competition Test"	means the test for making and varying quality partnership schemes, making and varying ticketing schemes, and inviting and accepting tenders under section 89 or 91 of the Transport Act 1985 (subsidised services) as set out in Schedule 10, Part 1 to the Transport Act 2000 as modified;

"Part 2 Competition Test"	means the test for certain agreements, decisions and practices as set out in Schedule 10, Part 2 to the Transport Act 2000 as modified;
"Permitted Use"	means the use of data for any purpose specified in Part 3 of Schedule 4;
"Personal Data Disclosing Party"	has the meaning given to it in clause 22.3;
"Personal Data Receiving Party"	has the meaning given to it in clause 22.3;
"Previous BES Funding Arrangements"	has the meaning given to is in Recital B;
"Priorities"	has the meaning given to it in clause 6.2;
"Procurement Programme"	has the meaning given to it in clause 17.2;
"Public Sector Parties"	means Welsh Government, TFW and each Lead Authority acting for its Constituent Local Authorities and "Public Sector Party" shall be construed accordingly;
"Quality Partnership Schemes" or "QPS"	means a quality partnership scheme as specified in section 114(1) Transport Act 2000;
"Receiving Party"	means a Party which receives Confidential Information from a Disclosing Party;
"Reconciliation Payment"	has the meaning given to it in clause 9.5;
"Reference Network"	means: <ul style="list-style-type: none"> a) the initial reference network in accordance with clause 8.1; and b) the developed reference network, developed in accordance with the provisions of clauses 8.2 to 8.6 as it may be varied from time to time;
"Region"	means the geographical area for which the Lead Authority and its Constituent Local Authorities are responsible;
"Register of Variations"	means a register for each Region, specific to the Operator, detailing each service contract, the agreed variation to the specific service, which has been reviewed and signed by the relevant Constituent Local Authority, the form appended at Schedule 7;
"Regulation 1370/2007"	means Regulation (EC) No 1370/2007 of the European Parliament and of the Council of 23 October 2007 on public passenger transport services by rail and by road as amended,

including, but not limited to, by the Regulation (EC) No 1370/2007 (Public Service Obligations in Transport) (Amendment) (EU Exit) Regulations 2020;

"Request for Information"	shall have the meaning set out in the FOIA or any apparent request for information under the FOIA;
"Service Failure Points" or "SFPs"	has the meaning given to it in Part 4 of Schedule 3;
"Services"	has the meaning given to it in clause 2.1;
"Service Payment"	has the meaning given to it in clause 9.1;
"Service Specification"	means the specification to which the Operator agrees to provide Local Services as determined in accordance with clause 6, including but not limited to, compliance with the requirements of Schedule 1;
"Service Standards"	means the service standards which will apply to different classifications of routes across Wales, developed in accordance with clause 8.6;
"State Aid and Procurement Constraints"	has the meaning given to it in clause 19.2;
"Subsidised Network"	has the meaning given to it in clause 8.3;
"Term"	has the meaning given to it in clause 3.1;
"Umbrella Partnership Agreement"	means the framework voluntary partnership agreement agreed in accordance with clause 5;
"VPA"	means a voluntary partnership agreement as described in section 46 of the Local Transport Act 2008, amending section 153(2) of the Transport Act 2000;
"Wales Transport Strategy"	means the draft strategy for the future of transport in Wales, setting out Welsh Government's ambitions for the next twenty (20) years and their priorities for the next five (5) years in the form of the consultation document published here: https://gov.wales/llwybr-newydd and developed during the Term;
"Welsh Bus Open Data Agreement"	means the agreement to be entered into between (1) TfW and (2) the Operator in relation to the Operator providing certain data to TfW which will enable TfW to build a consistent data set for all services in Wales to improve services for passengers; and
"Working Days"	means any day of the week other than a Saturday, Sunday or Bank Holiday.

- 1.2 the Schedule(s) form part of this Agreement and will have the same force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedule(s);
- 1.3 references to clauses or paragraphs appearing in the main body of this Agreement are, except where expressly stated to the contrary, references to clauses and paragraphs of this Agreement;
- 1.4 references to any part or paragraph appearing within a Schedule are, except where expressly stated to the contrary, references to such part or paragraph of that Schedule;
- 1.5 references to this Agreement are references to this Agreement as varied, assigned and/or novated in accordance with the provisions of this Agreement from time to time;
- 1.6 references to any other agreement or document are to such agreement or document as varied, assigned or novated from time to time; and
- 1.7 any reference to any Legislation will include any subordinate legislation made under it and will be construed as a reference to such Legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.

2. SCOPE OF AGREEMENT

- 2.1 This Agreement shall apply in respect of all Local Services provided by the Operator in the Region, including:
 - 2.1.1 Existing Supported Services; and
 - 2.1.2 Former Commercial Services;
 - 2.1.3 Commercial Services; and
 - 2.1.4 New Supported Services,
 (together the "**Services**").
- 2.2 Where and to the extent any Existing Supported Services are provided by the Operator pursuant to an Existing Supported Services Contract which is a Gross Cost Contract, clause 12 shall apply.
- 2.3 Where and to the extent any Existing Supported Services are provided by the Operator pursuant to an Existing Supported Services Contract which is a Net Cost Contract, clause 13 shall apply.
- 2.4 Where and to the extent any Local Service provided by the Operator is a Former Commercial Service the provisions of clause 15 shall apply in respect of Former Commercial Services.
- 2.5 Where and to the extent any Local Service provided by the Operator is a Commercial Service, clause 16 shall apply to the Operator in respect of the provision of those services.
- 2.6 Where and to the extent any Local Service provided by the Operator is provided pursuant to a New Supported Services Contract let by a Lead Authority or one of its Constituent Local Authorities after the date of this Agreement the provisions of clause 17 shall apply.
- 2.7 Where any provision of this Agreement is specified as being carried out by one Public Sector Party pursuant to this Agreement, the Public Sector Parties may agree that a representative of

another Public Sector shall be able to exercise such rights or may be required to carry out such function or obligation, provided that prior to such exercise, the Public Sector Parties shall jointly notify the Operator of such change of responsibility, and the party originally subject to such obligation shall notify the Operator of the basis upon which the new Public Sector Party is entitled to exercise the relevant powers. To the extent that this clause relates to the discharge of a statutory duty, the performance of such duty shall not be carried out by another Public Sector Party pursuant to this clause 2.7, save to the extent expressly agreed by such Public Sector Parties or in the event where TfW is performing such duties on behalf of the Welsh Government.

- 2.8 It is acknowledged that the Operator and Operator Group Companies may choose to change the way that they provide Local Services. Notwithstanding this, it is acknowledged by the Operator that this Agreement is entered into in respect of all Local Services provided by the Operator in the Region, and the Operator shall procure that, where there is any change in the operation of such services, that any alternative Operator Group Company providing such Local Services shall enter into an agreement on equivalent terms with the Public Sector Parties, and where and to the extent that they do not, or where any other action is taken by the Operator or any Operator Group Company to seek to provide services which are the same or similar to Local Services provided by the Operator in the Region outside the terms of this Agreement, the Operator shall indemnify the Public Sector Parties against all costs, losses, expenses and claims arising from the Local Services or services similar to the Local Services (including Commercial Services) being provided by the Operator or an Operator Group Company in a manner not subject to the provisions of this Agreement or an agreement on equivalent terms.

3. TERM

- 3.1 This Agreement shall commence on the Effective Date and shall continue until 31 July 2022 (being the date falling two (2) years after the start date of BES 1.5), unless terminated earlier in accordance with the terms of this Agreement ("**Term**").

4. WELSH GOVERNMENT REQUIREMENTS

- 4.1 As a condition of receipt of BES 2 Funding, the Operator shall comply with Welsh Government's minimum funding requirements as specified in Schedule 1.
- 4.2 Where the Operator is in material breach of any condition contained in Schedule 1 and the Operator fails to remedy such material breach (such remedy to include taking all reasonable steps to ensure that such breach is not repeated) within ten (10) Working Days of notification (or such other period of time as is reasonable given the nature of the breach and the steps required to remedy such breach), then the Operator shall pay compensation to the Lead Authority, pursuant to the process and calculated in accordance with Schedule 3.
- 4.3 The Operator shall maintain adequate insurances to cover against the risks which may be expected to arise in connection with the delivery of their obligations under this Agreement, including, but not limited to, insuring all property required to perform such obligations. The Operator shall provide the Lead Authority with proof of such insurances promptly upon request.

5. PARTNERSHIP

- 5.1 The Operator shall use reasonable endeavours to agree the terms of an Umbrella Partnership Agreement, within three (3) months from the Effective Date and in the form of the draft agreement included at Section 1 of Schedule 1 with:

- 5.1.1 the Lead Authority (on behalf of Constituent Local Authorities in the Region and other Local Authorities affected by the partnership);
 - 5.1.2 TfW;
 - 5.1.3 Welsh Government; and
 - 5.1.4 other bus operators in the Region.
- 5.2 The Lead Authority, Welsh Government and TfW shall use reasonable endeavours to agree the terms of the Umbrella Partnership Agreement with the Operator and other bus operators in the Region.
- 5.3 The Parties acknowledge that that Umbrella Partnership Agreement shall provide a framework for development of detailed partnerships in the Region including, where appropriate, VPAs and QPS, and shall include as a minimum terms which:
- 5.3.1 establish a partnership board which shall govern the partnership, set strategy and objectives of the partnership, monitor and report on the performance of the partnership and resolve disputes;
 - 5.3.2 define the parties' obligations in respect of the continued delivery of the Wales Transport Strategy which may be in the form of transport plans which set out implementation dates, or processes to agree such plans, including, but not limited to those matters specified in Schedule 2;
 - 5.3.3 define obligations with respect to the Reference Network in accordance with clause 8;
 - 5.3.4 establish key performance indicators;
 - 5.3.5 invest in provision of Local Services;
 - 5.3.6 confirm review processes for the partnership using annual reviews and/or change procedures;
 - 5.3.7 rectify a breach of the terms of the Umbrella Partnership Agreement; and
 - 5.3.8 terminate the Umbrella Partnership Agreement.

6. SERVICE SPECIFICATION

- 6.1 From the Effective Date, the Operator shall operate its Local Services as it did under the terms of the BES 1.5, unless agreed otherwise with the Lead Authority prior to the Effective Date.
- 6.2 The Operator shall consult and agree with the Lead Authority and each Constituent Local Authority in whose area a Local Service operates by the Effective Date or by no later than thirty (30) days of the Effective Date, the specification of the services (including routes, frequencies and hours of operation) that the Operator shall provide. In determining the specification of the services the Parties shall have regard to:
- 6.2.1 supporting learners' journeys to school or college on registered local bus services;
 - 6.2.2 increasing frequencies where demand exceeds capacity;

- 6.2.3 improving accessibility to jobs and services across our regions and communities;
- 6.2.4 supporting economic recovery; and
- 6.2.5 ensuring social inclusion,

(together the "**Priorities**"),

provided that the services shall be affordable within the BES 2 Funding allocated to the Operator in accordance with the terms of this Agreement.

- 6.3 The agreed Service Specification will be recorded in the form appended at Schedule 6 and shall be updated with any changes, agreed from time to time and subject to being deliverable within the BES 2 Funding provided to the Operator pursuant to the terms of this Agreement.
- 6.4 The Operator shall act in good faith to discuss and agree with the Lead Authority and the relevant Constituent Local Authorities any changes in the Local Services required at regular intervals as agreed by the Parties, to ensure that the Local Services continue to meet local needs.
- 6.5 The Operator shall take all reasonable steps to respond and comply promptly with reasonable requests from the Lead Authority to amend the Local Services operated including:
 - 6.5.1 the routes used by those services;
 - 6.5.2 the hours of operation;
 - 6.5.3 the vehicles used or levels of provision; and
 - 6.5.4 the timetables of such services.
- 6.6 If, in exceptional circumstances, the Operator cannot reach agreement with the Lead Authority and any Constituent Local Authority on the Local Services to be operated in accordance with clause 6.4, then the Operator shall seek to agree the reasonable level of services to be provided with the Lead Authority who shall act reasonably to determine an appropriate service requirement in the context of the BES 2 Funding available and the requirements of the Lead Authority and the relevant Constituent Local Authority, and where such agreement is reached, these service requirements shall apply.
- 6.7 Where following discussion with the Lead Authority in accordance with clause 6.6, agreement can still not be reached with the Operator then either party may refer the matter as a Dispute, save that where the Lead Authority has a reasonable belief that the Operator has not engaged in good faith with any Constituent Local Authority covered by their operations and this forms part of the Dispute then such Dispute shall be referred as a Lead Authority Dispute in accordance with clause 25.3.

7. DATA PROVISION

- 7.1 The Operator shall provide:
 - 7.1.1 the data specific in Section 1 of Part 4 of Schedule 3 in accordance with Part 3 of Schedule 3;
 - 7.1.2 the data specified in Part 1 of Schedule 4, in accordance with Part 3 of Schedule 3; and

- 7.1.3 the data specified in Part 2 of Schedule 4, in accordance with Part 3 of Schedule 3.
- 7.2 The data provided pursuant to this Agreement (including, but not limited to that provided pursuant to clause 7.1) may be used by the Welsh Government, TfW, the Lead Authority and Constituent Local Authorities in the Region solely for the Permitted Uses specified in Part 3 (Permitted Uses) of Schedule 4. Where such data is identified as Confidential or Commercially Sensitive as specified in Part 4 of Schedule 4, the relevant Public Sector Parties shall manage such data as Confidential Information in accordance with clause 21 and clause 23 and Commercially Sensitive in accordance with clause 23.
- 7.3 Where any Public Sector Party wishes to use any data provided by the Operator pursuant to this Agreement for any use which is not a Permitted Use they shall only do so having obtained the consent of the Operator, such consent not to be unreasonably withheld.
- 7.4 Where any data is identified as being Commercially Sensitive pursuant to Part 4 of Schedule 4 then each Public Sector Party shall ensure that, even where such data is being utilised in accordance with the Permitted Use that such data is only disclosed in accordance with clauses 21 to 23, and that where the output from the use of such data is disclosed in any manner which could be accessed by any other operator or prospective operator of Local Services, that such data or outputs are aggregated or presented in such a way that no Commercially Sensitive information is published (for example, where information in respect of crowding on buses is presented through using a traffic light system).
- 7.5 The Parties acknowledge and agree that the data provided pursuant to this clause 7 shall not be used by any Party for:
- 7.5.1 the purposes of monitoring and/or reporting to the Traffic Commissioner or the DVSA in respect of the Operator's service performance in respect of reliability and timekeeping for any local services operated by that Operator; or
 - 7.5.2 any purpose relating to the potential introduction of a Quality Contract Scheme pursuant to the Transport Act 2000 by any Local Authority or the introduction by any Local Authority of any similar form of franchising arrangement under subsequent legislation,
- without the Operator's prior written consent.
- 7.6 Where any Public Sector Party analyses Operator Data for a Permitted Use with the intention to use that analysis for policy or decision making processes which may materially affect the Operator, such Public Sector Party shall use reasonable endeavours to engage with the Operator prior to use, to allow the Operator to inform such analysis. The Operator acknowledges that compliance with this obligation may not always be practicable, and in particular that a Public Sector Party shall not be obliged to comply with this obligation to the extent that it would breach clause 7.4.
- 7.7 The Operator shall keep and maintain full and accurate records and accounts on everything to do with this Agreement throughout and for seven (7) years after the date of expiry or termination of this Agreement.
- 7.8 Where a Public Sector Party is required to audit any information provided by the Operator pursuant to this Agreement, including where Welsh Government has reasonable grounds to believe that any information provided is materially incorrect, then they may appoint an auditor. The Operator shall allow such appointed auditor access to their premises, upon reasonable notice, to verify all accounts and records of everything to do with this Agreement (which is

relevant to the issue identified) and provide copies for the audit upon request, subject to clause 21.

- 7.9 The Operator shall provide information to the auditor and reasonable co-operation at their request.
- 7.10 Where any auditor identifies that any information provided by the Operator to any Public Sector Party is materially false or incomplete the relevant Public Sector Party shall be entitled to assess the impact of such false or incomplete information and where this has led to an under-payment to any Public Sector Party or over-payment from any Public Sector Party of the Service Payment, such Party shall be entitled to recover the difference between the amount originally calculated and the amount calculated following correction of the information found to be false or incomplete, and such amount shall be immediately payable by the Operator to such Public Sector Party.
- 7.11 The Operator agrees to use all reasonable endeavours to enter into the Welsh Bus Open Data Agreement within three (3) months of signing this Agreement, and shall, in any case, enter into such agreement within six (6) months of signing this Agreement. In the event of a conflict between the terms of the Welsh Bus Open Data Agreement and this Agreement, the Parties agree that this Agreement shall take priority during the Term of this Agreement and upon termination or expiry of this Agreement, the Welsh Bus Open Data Agreement shall take priority.
- 7.12 The Parties acknowledge that TfW use third party suppliers to extract/receive and process data and that clauses 21 and 22 shall apply to the use and processing of such data by such third parties.

8. REFERENCE NETWORK

- 8.1 The Parties agree that the initial Reference Network reflects the routes, frequencies and hours of operation of local bus services in Wales prior to COVID-19, specifically as at 29 February 2020 modified by:
- 8.1.1 any key seasonal variations as demonstrated in the preceding year e.g. a summer tourist timetable; and
- 8.1.2 any changes to services implemented by agreement with a Local Authority or the Lead Authority prior to the Effective Date.
- 8.2 The Parties agree that for the purposes of continued improvement in the provision of local bus services in Wales, it will be necessary to develop a revised Reference Network which sets out the target requirements for routes and services to be provided across Wales. The Reference Network shall be developed in accordance with this Agreement, including the provision of services in accordance with clauses 12 to 17 below, as well as any changes to services agreed pursuant to Schedule 1. The Parties agree that the Reference Network shall be developed in respect of each Region in line with the local and regional rankings of the Priorities and in support of a coherent Wales wide Reference Network.
- 8.3 The Parties, together with other operators in the Region, shall work together to develop a revised Reference Network by 30 June 2021. This network will supersede the initial Reference Network and reflect Regional priorities. As part of developing the revised Reference Network, historical and current passenger demand data will be used to objectively identify the elements of the Reference Network which will require long term Government support. These elements of the Reference Network will be referred to as the "**Subsidised Network**".

- 8.4 The development of the Reference Network shall include:
- 8.4.1 use of data provided by all parties with an interest in the provision of bus services within the Region, including operators, Lead Authorities, Local Authorities, TFW and Welsh Government;
 - 8.4.2 consideration of regional strategic Priorities for the provision of Local Services;
 - 8.4.3 examination of existing routes;
 - 8.4.4 exploration of options for new routes;
 - 8.4.5 the viability and affordability of the proposed routes; and
 - 8.4.6 consideration of investment or other measures that may be required to support any revised Reference Network.
- 8.5 The Lead Authority shall manage compliance with the Reference Network in accordance with the requirements set out in Schedule 1.
- 8.6 As part of the development of the Reference Network, the Operator shall use all reasonable endeavours to agree a set of Service Standards pursuant to Schedule 1 with the Lead Authority and TFW which will apply to different classifications of routes across Wales. The Operator, the Lead Authority and TFW shall use all reasonable endeavours to complete this classification by 30 June 2021.

9. PAYMENTS AND RECONCILIATION PROCESSES

- 9.1 The Lead Authority shall pay the Operator a service payment calculated in accordance with Part 2 of Schedule 3 ("**Service Payment**"), in relation to the Services provided pursuant to and in accordance with this Agreement. If the Operator disputes the amount of the Service Payment then such dispute shall be resolved in accordance with clause 25.
- 9.2 For the avoidance of doubt, the Operator shall not be entitled to recover more than once in respect of the same amount, including that the Operator shall not be entitled to recover any amount payable pursuant to the Previous BES Funding Arrangements pursuant to this Agreement.
- 9.3 In the event that the Operator is successful in obtaining any other governmental support or support from any Lead Authority or one of its Constituent Local Authorities or other such body that is offered in relation to the impact of and/or recovery from the impacts of COVID-19, this shall be taken into account in relation to the relevant Service Payment such that the Operator does not benefit from double recovery or double counting.
- 9.4 The Operator shall comply with the reconciliation process detailed in Part 3 of Schedule 3. The Parties acknowledge that Schedule 3 assesses the basis on which the Operator is paid, and includes provisions to ensure that such payments, following reconciliation, do not lead to over-compensation or illegal state aid. Notwithstanding any other remedies that the Lead Authority, TFW or Welsh Government may have pursuant to this Agreement or otherwise for provision by the Operator of false or misleading information, it shall be a material breach of this Agreement for the Operator to fail to accurately provide the information specified in Schedule 3. For the avoidance of doubt, it will be necessary to provide information in respect of all Local Services provided by the Operator, including any Commercial Services, to ensure transparency of costs and revenues and to ensure that the calculation of the Assumed Margin pursuant to Schedule 3

shall take into account the costs and revenues from all Local Services provided by an Operator (including Former Commercial Services and Commercial Services).

- 9.5 Where following any reconciliation process carried out pursuant to Part 3 of Schedule 3, the Lead Authority identifies that an overpayment or an underpayment has been made, the Lead Authority shall be entitled to require either clawback of such amount or pay such amount ("**Reconciliation Payment**"), calculated in accordance with Part 3 of Schedule 3. The Lead Authority shall provide the Operator with detailed calculations confirming the Reconciliation Payment to be returned to the Lead Authority or paid to the Operator.
- 9.6 The Parties acknowledge and agree that TfW, working with the Lead Authority, may carry out Funding Reviews on behalf of Welsh Government in accordance with the provisions of Schedule 5 and the Parties shall agree, acting reasonably, such amendments to this Agreement, as may be reasonably required to reflect the outcomes of each Funding Review.

10. EXIT FROM BES 2

- 10.1 The Parties agree and acknowledge that by no later than 1 August 2022, it is all Parties' intention that all of the Operator's Local Services which operate in Wales shall either be:

- 10.1.1 operated as a Commercial Service; or
- 10.1.2 operated pursuant to a New Supported Services Contract or the original terms and conditions of an Existing Supported Services Contract (including in each case any such contract which is let as a *de minimis* contract).

- 10.2 Where all Local Services operated by the Operator in Wales are operated in accordance with clause 10.1 then the Parties acknowledge that:

- 10.2.1 no further payments shall be made pursuant to this Agreement; and
- 10.2.2 provided that any Umbrella Partnership Agreement and any associated partnership arrangements shall not be terminated as a result of the termination of this Agreement,

any Party shall otherwise be entitled to terminate this Agreement by agreement with the other Parties (all acting reasonably).

11. TERMINATION

- 11.1 This Agreement, or a Party's participation in this Agreement, may be terminated in accordance with the provisions of this clause 11.

Defaulting Party Material Breach

- 11.2 In the event of a material or persistent breach of this Agreement by a Defaulting Party, the non-Defaulting Party may give four (4) weeks' written notice of their intention to terminate this Agreement, setting out in sufficient detail the acts or omission of the relevant Defaulting Party giving rise to such breach or breaches. If the Defaulting Party does not, to the reasonable satisfaction of the non-Defaulting Party, remedy the breach or breaches and the consequences of such breach within such notice period, the non-Defaulting Party may terminate this Agreement. Where, pursuant to Part 4 of Schedule 3 Service Failure Points have been allocated for the same trigger in three (3) consecutive months this shall be deemed to be a material breach which the Operator has been unable to remedy.

Insolvency

- 11.3 Any non-Defaulting Party may by written notice terminate its participation in this Agreement where another Party ("**Insolvent Party**"):
- 11.3.1 passes a resolution for its winding up or summons a meeting to pass any such resolution (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
 - 11.3.2 has a petition for a winding-up order presented against it (other than for the purpose of and followed by a solvent reconstruction or amalgamation);
 - 11.3.3 has an application made to court, or an order made, for the appointment of an administrator or any step is taken to appoint an administrator in respect of the Insolvent Party;
 - 11.3.4 has a receiver, administrative receiver, receiver and manager or similar officer appointed by any person of all or any part of the Insolvent Party's property, assets or undertaking;
 - 11.3.5 makes a proposal for a voluntary arrangement as defined in Section 1 of the Insolvency Act 1986;
 - 11.3.6 enters into any other arrangement with its creditors or any of them;
 - 11.3.7 takes or suffers any other action in consequence of debt including, without limitation, giving notice to its creditors or any of them that it has suspended or is about to suspend payment; or
 - 11.3.8 has a proposal or threat to do any of the above acts or things made; or an event analogous to the aforesaid occurs in whatever jurisdiction.

Continuing Force Majeure

- 11.4 No Party shall be liable to any other Party for any delay in, or failure to perform its obligations under this Agreement arising (in whole or in part) from any Force Majeure Event, provided that the affected Party shall:
- 11.4.1 as soon as reasonably practicable, send to the other Parties a written notice setting out the circumstances of the event and its anticipated effect; and
 - 11.4.2 use all reasonable endeavours to minimise the effect of any such circumstances.
- 11.5 If the affected Party's ability to perform its obligations under this Agreement is materially adversely affected (in whole or in part) due to a Force Majeure Event continuing for a period of six (6) months or more, any Party may terminate the affected Party's participation in this Agreement with immediate effect by serving written notice to the other Parties, provided that no such notice shall be served until the Parties have met in good faith to discuss and seek to agree whether this Agreement should continue in modified form (agreement to such not to be unreasonably withheld).
- 11.6 Notwithstanding any other provision under this Agreement, the Parties agree that they were aware of COVID-19 and that the existence of COVID-19 in itself shall not constitute a Force Majeure event save that a Change in COVID-19 Impact Event may be deemed to be a Force

Majeure Event provided it satisfies the criteria set out in sub-paragraphs (b) to (f) (exclusive) of the definition of Force Majeure.

Termination by agreement of the Parties

- 11.7 This Agreement may be terminated in respect of all Parties or in respect of any one party at any time with immediate effect by written consent of all Parties that it be so terminated.
- 11.8 This Agreement shall be terminated in respect of any Party that disposes of its business in accordance with clause 28.2.
- 11.9 In the event that the Operator either: (i) changes the way that they provide Local Services and does not comply with clause 2.8; or (ii) disposes of its business and does not comply with clause 28.2, the Operator acknowledges and agrees that such breach shall be dealt with in accordance with clause 11.2 and the non-Defaulting Party is entitled to terminate this Agreement.

Exit from BES 2

- 11.10 This Agreement may be terminated pursuant to clause 10.2.

Funding Reviews

- 11.11 This Agreement may be terminated on notice provided by Welsh Government to the Operator, in accordance with paragraph 1.3.3 of Schedule 5 following a Funding Review.

Operator withdrawal

- 11.12 This Agreement may be terminated on no less than fifty six (56) days' notice (or such other period of notice as the Traffic Commissioner may require in respect of de-registration of Local Services at the date the notice is given) from the Operator to the other Parties, in the event that the Operator intends to withdraw from the Welsh bus market, such termination to occur on the date of withdrawal from the Welsh bus market.
- 11.13 In the event where the Operator intends to withdraw from the Welsh bus market and terminates this Agreement in accordance with clause 11.12, the Operator shall provide Welsh Government with a reasonable opportunity to purchase any assets of the business which it intends to dispose of, on fair terms.

Effect of Termination

- 11.14 The termination of this Agreement for any reason:
- 11.14.1 shall be without prejudice to any rights or obligations which shall have accrued or become due prior to the date of termination, including, for the avoidance of doubt, any payments to be made to the operator pursuant to Part 3 of Schedule 3;
- 11.14.2 shall not prejudice the rights or remedies which any Party may have in respect of any breach of the terms of this Agreement prior to the date of termination; and
- 11.14.3 shall not impact upon any clawback of BES 2 Funding which is to be made (including any clawback of BES 2 Funding still to be calculated) in accordance with Schedule 3.

12. EXISTING SUPPORTED SERVICES: GROSS COST

12.1 The Parties acknowledge that the Operator operates Existing Supported Services on the date of this Agreement which are contracted in whole, or in part, pursuant to Existing Supported Services Contracts.

12.2 Where an Existing Supported Services Contract is let as a Gross Cost Contract:

12.2.1 the Operator acknowledges that the relevant Constituent Local Authority (or Welsh Government where the Existing Supported Services Contract is let pursuant to section 7 Transport (Wales) Act 2006) remains at risk for passenger revenue, and that any payments made to the Operator in respect of such Local Services pursuant to this Agreement shall relate solely to additional costs incurred by the Operator in providing services in accordance with the terms of such Gross Cost Contract, as a result of the impact of COVID-19 (and related measures) on the operation of that Existing Supported Services;

12.2.2 the Operator (and the Lead Authority on behalf of the relevant Constituent Local Authority) agree that each Existing Supported Services Contract shall be varied to:

12.2.2.1 allow such additional payments to be made by the Lead Authority on behalf of the Constituent Local Authority to the Operator in accordance with the terms of this Agreement; and

12.2.2.2 revise the services provided in agreement with the Constituent Local Authority and the Lead Authority and align payment with the revised services.

It is acknowledged that the variation in such payments shall be limited to those which are required to deal with the impact of COVID-19, and that the modifications are not substantial within the meaning of Regulation 88 (1)(f) Utilities Contracts Regulations 2016 or Regulation 72(1)(f) Public Contract Regulations 2015, as the case may be;

12.2.3 the Operator agrees that more than one amendment may be made pursuant to clause 12.2.2, during the term of this Agreement, provided that those changes shall be made solely for the purposes of reflecting required changes to local bus services to reflect the impact of COVID-19, and that such changes shall not change the economic balance of the contract in favour of the bus operator nor alter the overall nature of the Existing Supported Services Contract;

12.2.4 the Operator and the Lead Authority acknowledge that the payments made pursuant to this Agreement in respect of such Gross Cost Contracts are made pursuant to a valid variation to the Existing Supported Services Contracts between the Constituent Local Authority and the Operator. The Parties agree to execute such other documents, including to update the Register of Variations at Schedule 7, as may be required to effect such variation, and the Lead Authority undertakes to obtain any variation documents executed by the Constituent Local Authority as may be required to effect such variation; and

12.2.5 on a continuing basis, the Lead Authority may carry out a further review of each Existing Supported Services Contract to assess whether any further variation is needed or determinate whether the service remains necessary to be supported in accordance with the review process under clause 6.4.

13. EXISTING SUPPORTED SERVICES: NET COST

13.1 The Parties acknowledge that the Operator operates Existing Supported Services on the date of this Agreement which are contracted in whole, or in part, pursuant to Existing Supported Services Contracts.

13.2 Where such Existing Supported Services Contract is a Net Cost Contract:

13.2.1 the Parties acknowledge that the Operator is at risk for passenger revenue under the terms of the Net Cost Contract with the relevant Lead Authority or one of its Constituent Local Authorities (or Welsh Government where the Existing Supported Services Contract is let pursuant to section 7 Transport (Wales) Act 2006), and that any payments made to the Operator in respect of such Local Services pursuant to this Agreement shall relate solely to:

13.2.1.1 additional costs incurred by the Operator in providing services in accordance with the terms of such Net Cost Contract, as a result of the impact of COVID-19 (and related measures) on the operation of that Existing Supported Services; and

13.2.1.2 the impact on passenger revenue beyond that which was foreseeable by the Operator and/or the Lead Authority or one of its Constituent Local Authorities at the time that such Existing Supported Services Contract was let,

13.2.2 the Operator (and the Lead Authority on behalf of the relevant Constituent Local Authority) agree that each Existing Supported Services Contract shall be varied to:

13.2.2.1 allow such additional payments to be made by the Lead Authority on behalf of the Constituent Local Authority to the Operator in accordance with the terms of this Agreement; and

13.2.2.2 revise the services provided in agreement with the Constituent Local Authority and the Lead Authority.

It is acknowledged that the variation in such payments shall be limited to those which are required to deal with the impact of COVID-19, and that the modifications in respect of any changes to service provision are not substantial within the meaning of Regulation 88 (1)(f) Utilities Contracts Regulations 2016 or Regulation 72(1)(f) Public Contract Regulations 2015, as the case may be, and that the payments in respect of loss of passenger revenue are made due to the immediate and continuing risk of disruption of passenger services as a result of the loss of that passenger revenue,

13.2.3 the Operator agrees that more than one amendment may be made pursuant to clause 13.2.2.2, during the term of this Agreement, provided that those changes shall be made solely for the purposes of reflecting required changes to local bus services to reflect the impact of COVID-19, and that such changes shall not change the economic balance of the contract in favour of the operator nor alter the overall nature of the Existing Supported Services Contract;

13.2.4 the Operator agrees that, where payments made relate to the impact of COVID-19 on passenger numbers, the extent to which those payments relate to costs which would have been funded from passenger revenue, save for the effect of COVID-

19, that the Lead Authority shall be entitled to limit the payments made in respect of such costs for the period that the risk associated with passenger revenue loss is materially greater than that which was reasonably foreseeable at the date of the relevant agreement;

13.2.5 payments made by the Lead Authority to the Operator pursuant to this Agreement in respect of Existing Supported Services pursuant to a Net Cost Contract shall be only made for the period, and to the extent that, the provision of services under the relevant Net Cost Contract are affected by COVID-19;

13.2.6 the Operator and the Lead Authority acknowledge that the payments made pursuant to this Agreement in respect of such Net Cost Contracts are made pursuant to a valid variation to the Supported Services Existing Contract between the relevant Constituent Local Authority and the Operator. The Parties agree to execute such other documents, including to update the Register of Variations at Schedule 7, as may be required to effect such variation, and the Lead Authority undertakes to obtain any variation documents executed by the Constituent Local Authority as may be required to effect such variation; and

13.2.7 on a continuing basis, the Lead Authority may carry out a further review of each Existing Supported Services Contract to assess whether any further variation is needed or determinate whether the service remains necessary to be supported in accordance with the review process under clause 6.4.

14. REVERTING TO ORIGINAL CONTRACT TERMS FOR EXISTING SUPPORTED SERVICES

14.1 The Parties acknowledge that any Existing Supported Services Contract varied in accordance with clause 12 and 13, shall revert to the terms specified immediately prior to such variation (subject to any other variation to such contract agreed by the Parties to that contract) when all or some of the following criteria are achieved (in each case as agreed with the relevant Local Authority, acting reasonably):

14.1.1 the revenue in respect of that service returning to pre-COVID levels;

14.1.2 the service operating to a specification materially the same as that pre-COVID, subject to any other variation of such contract; and

14.1.3 the Operator choosing to return to the terms of the original Existing Supported Services Contract.

15. SUPPORT FOR FORMER COMMERCIAL SERVICES

15.1 The Parties acknowledge that the Operator has historically operated Commercial Services, but due to the effects of COVID-19, those Commercial Services were no longer commercially viable and support for the continuation of the services was required from Welsh Government. Such support was received through BES Funding provided pursuant to the Previous BES Funding Arrangements. The Parties further acknowledge that the Previous BES Funding Arrangements were implemented on the basis of payments being made under the following powers:

15.1.1 use of grant aid under section 154 Transport Act 2000; or

15.1.2 payments made pursuant to section 7 of the Transport (Wales) Act 2006,

("Former Commercial Services").

- 15.2 The Operator acknowledges that in the absence of Service Payments made pursuant to this Agreement the Operator would not be able to continue to operate the relevant Former Commercial Service or would not be able to operate the Former Commercial Services to the Service Standards.
- 15.3 The Lead Authority acknowledges that it would not have funded such Former Commercial Services to the Service Standards unless provided with financial support by Welsh Government.
- 15.4 The Lead Authority agrees to support the Former Commercial Services pursuant to the terms of this Agreement on the basis that the operation of the Former Commercial Service is required to meet public service obligations, with support being provided for provision of such public service obligations through the payment of Service Payments on behalf of Welsh Government in accordance with Schedule 3 (pursuant to section 7 Transport (Wales) Act 2006), provided that the Operator in operating the Former Commercial Services, shall at all times comply with the prevailing Service Specification.
- 15.5 The Parties acknowledge that the reconciliation process at Part 3 of Schedule 3 shall take into account the costs and revenues from all Local Services provided by the Operator, including Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.

16. COMMERCIAL SERVICES

- 16.1 Where the Operator registers a Commercial Service which does not comply with the applicable Service Standards, then save where the specification of such Commercial Service has been agreed in accordance with clause 16.2.2, the Operator acknowledges and agrees that Welsh Government or any Local Authority in the area in which such service is operated may determine that notwithstanding the operation of the Commercial Service, that the service in question is not being provided to the applicable Service Standard required, in accordance with section 7(4) Transport (Wales) Act 2006 or section 63(5) Transport Act 1985 and that Welsh Government or the relevant Local Authority may determine that a service that meets the applicable Service Standard may be let in accordance with clause 17 (subject to the application, where relevant, of the Part 1 Competition Test).
- 16.2 Where the Operator registers a Commercial Service which will operate:
- 16.2.1 in accordance with the applicable Service Standards; or
- 16.2.2 in accordance with a variation to the Service Standards as agreed by the Operator, Lead Authority and TfW on the grounds that, for example, the specified standard for the hours of operation or frequency of the service are not financially viable or required,

then the Parties acknowledge that such service shall be operated as a Commercial Service for the purposes of this Agreement, but shall for the avoidance of doubt, remain subject to the terms of this Agreement, the Umbrella Partnership Agreement and any future partnership agreement developed pursuant to the terms of the Umbrella Partnership Agreement.

- 16.3 The Parties acknowledge that the reconciliation process at Part 3 of Schedule 3 shall take into account the costs and revenues from all Local Services provided by the Operator, including

Supported Services, Formerly Commercial Services and Commercial Services. For the avoidance of doubt, the assessment of whether the Operator has been over or under compensated and the calculation of any margin due shall be based on the net position on costs and revenues across all the Operator's Local Services.

17. SERVICES TENDERED AFTER THE DATE OF THIS AGREEMENT

17.1 The Parties agree that the Lead Authority or one of its Constituent Local Authorities or Welsh Government may let New Supported Services Contracts including where:

- 17.1.1 an Existing Supported Service Contract expires or terminates;
- 17.1.2 the Operator chooses to cease operation of a Former Commercial Service; or
- 17.1.3 a new route is identified as part of the Reference Network which is not operated as a Commercial Service or any Commercial Service does not comply with clause 16.2,

in each case where the relevant Local Authority or Welsh Government determine that the provision of such service is appropriate for meeting public transport requirements in the relevant area.

17.2 The Operator acknowledges that, no later than 1 August 2021, the Lead Authority (working with its Constituent Local Authorities) shall set out a programme to tender key services that are otherwise at risk of not meeting the requirements of clause 10.1 prior to 1 August 2022 when this contract shall terminate ("**Procurement Programme**"). The Procurement Programme shall be developed in consultation with the Operator and other operators and plans to tender New Supported Service Contracts within the Procurement Programme shall be prioritised to take account of:

- 17.2.1 the prevailing bus market conditions including any continued impact of COVID-19 on the performance of the bus market, such as passenger levels and revenues;
- 17.2.2 the estimated time frame for meeting the requirements of clause 10.1; and
- 17.2.3 the extent to which each service is required for the purposes of operating the Reference Network and delivering its intended benefits.

The Procurement Programme shall be reviewed by the Lead Authority and its Constituent Local Authorities every month and revised as necessary in consultation with the Operator, other operators and stakeholders to take account of changes which affect the priorities detailed in clauses 17.2.1 to 17.2.3.

17.3 Where a Lead Authority, one of its Constituent Local Authorities or Welsh Government tenders a New Supported Services Contract following the date of this Agreement, the tender for such New Supported Services Contract shall specify the assumptions that are to be made by all bidders regarding payments (if any), to be made pursuant to this Agreement to the operator of services under that New Supported Services Contract, and the relevant Public Sector Party shall ensure that the same assumptions are provided to all tenderers for such Contract ("**New Supported Services Contract Tendering Assumptions**"); or

17.4 the Parties acknowledge, that where any Public Sector Party, specifies New Supported Services Contract Tendering Assumptions as part of a tender process for a New Supported Services Contract and the Operator enters into such New Supported Services Contract, the Lead

Authority shall make payments under this Agreement in respect of such New Supported Services Contract in accordance with the New Supported Services Contract Tendering Assumptions.

18. SURVIVAL

18.1 This clause 18 and the following provisions (and any clauses/Schedules referred to in them/and or necessary in order to give effect to them) shall survive termination of this Agreement:

18.1.1 clauses 1 (*Definitions and Interpretation*);

18.1.2 clause 20 (*Intellectual Property*),

18.1.3 clause 21 (*Confidentiality*),

18.1.4 clause 22 (*Data Protection*),

18.1.5 clause 23 (*Freedom of Information*),

18.1.6 clause 25 (*Dispute Resolution*);

18.1.7 clause 36 (*Governing Law and Jurisdiction*); and

18.1.8 Schedule 3 (*Compensation*) to the extent required for the purposes of any reconciliation of payments following the date of termination,

which shall continue in force after such termination.

19. FUNDING AND CONSTRAINTS

19.1 Each Party shall be responsible for funding their own obligations under this Agreement, save where the funding of any obligation is expressly specified in this Agreement, and otherwise in accordance with this clause 19. Where and to the extent any obligation of the Lead Authority pursuant to this Agreement to pay the Operator is dependent upon Welsh Government paying an equivalent amount to the Lead Authority, Welsh Government shall indemnify the Lead Authority against any claims from the Operator arising directly from any delay or failure by Welsh Government to make such payment to the Lead Authority.

19.2 It is acknowledged that funding from (or provisions of works, services or supplies which have been funded by) the Welsh Government is subject to constraints on public spending, including the application of UK and EU rules in respect of state aid and procurement ("**State Aid and Procurement Constraints**"). It is acknowledged that Welsh Government, TFW and the Lead Authority shall not be required to fund or deliver anything pursuant to this Agreement which would be in breach of such requirements.

19.3 Where any Party is unable to perform an obligation under this Agreement due to State Aid and Procurement Constraints the Parties agree to work together in good faith to determine those changes required to this Agreement whilst not breaching such requirements. It is acknowledged that this may include the Parties working together to identify exemptions which may be applicable and where necessary engaging with third parties including the CMA in order to implement the terms of this Agreement.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1 To the extent that any Intellectual Property Rights are generated pursuant to the terms of this Agreement, the Parties agree that:
- 20.1.1 such Intellectual Property Rights shall remain the absolute property of the Party which generated such rights; and
 - 20.1.2 such Party shall hereby grant to the other Party a perpetual, irrevocable, non-exclusive, fully paid up and royalty free licence (with the right to sub-licence) to use such Intellectual Property Rights for any purpose relating to this Agreement or any successor agreement.

21. CONFIDENTIALITY

General

- 21.1 The Parties agree that the provisions of this Agreement shall not be treated as Confidential Information and may be disclosed without restriction.
- 21.2 Each Receiving Party shall:
- 21.2.1 keep the Disclosing Party's Confidential Information confidential;
 - 21.2.2 use the Confidential Information (or any part thereof) only in connection with performing its obligations under the Agreement; and
 - 21.2.3 subject to clause 21.4 and 23, not disclose the Confidential Information to anyone without the prior written consent of the Disclosing Party.
- 21.3 Data provided by the Operator pursuant to clause 7 or otherwise pursuant to the terms of this Agreement shall be deemed to be Confidential Information where it is identified as such in the table at Part 4 of Schedule 4.

Exceptions

- 21.4 The consent referred to in clause 21.2.3 shall not be required for the disclosure by a Receiving Party of any Confidential Information which:
- 21.4.1 is disclosed to:
 - 21.4.1.1 the CMA; or
 - 21.4.1.2 the Department for Transport,
 - 21.4.2 at any time comes into the public domain otherwise than as a result of breach of this Agreement by the Receiving Party;
 - 21.4.3 is disclosed to the Receiving Party's officers, contractors or agents, in each case to the extent required to enable the Receiving Party to carry out its obligations under this Agreement provided that the Receiving Party makes such person aware of the Receiving Party's obligations under this Agreement and the Receiving Party requires such person to observe the same restrictions on the use of the relevant information as are contained in clause 21.2;

- 21.4.4 is disclosed to the Receiving Party's professional advisers who are bound to such Receiving Party by a duty of confidence which applies to any information disclosed;
- 21.4.5 is disclosed to the Receiving Party's auditors (pursuant to clause 7.8) who are bound to such Receiving Party by a duty of confidence which applies to any information disclosed, to the extent that the statutory provisions under which the auditor was appointed allow for such duty of confidence to be imposed upon the auditor;
- 21.4.6 is received from a third party who is not in breach of any relevant duty of confidence whether express or implied;
- 21.4.7 is independently developed without access to the Confidential Information; or
- 21.4.8 is required to be disclosed by any applicable law or regulatory requirement to which the Receiving Party is subject or pursuant to any order of the court or other competent regulatory authority or tribunal.
- 21.5 These restrictions and prohibition on use, exploitation, communication and disclosure set out in this clause 21 shall continue to apply after the expiration or termination of the Agreement in respect of any Confidential Information for such period of time as such information remains Confidential Information..

Required Disclosure

- 21.6 If the Receiving Party becomes required, in circumstances contemplated by clause 21.4.8 to disclose any Confidential Information, the Receiving Party shall (save to the extent prohibited by law) give to the Disclosing Party such notice as is practical in the circumstances of such disclosure and shall co-operate with the Disclosing Party, having due regard to the Disclosing Parties' views, and take such steps as the Disclosing Party may reasonably require in order to enable it to mitigate the effects of, or avoid the requirements for, any such disclosure.

Remedy

- 21.7 The Public Sector Parties acknowledge and agree that money damages may not be an adequate remedy for any breach or threatened breach of this clause 21 and that a breach by any Public Sector Partner of this clause 21 may result in immediate and irreparable competitive injury. The Public Sector Parties therefore agree that in addition to any other remedies that may be available, by law or otherwise, the Operator shall be entitled to seek injunctive relief against any breach or threatened breach of this clause 21 by the Public Sector Parties.

22. DATA PROTECTION

- 22.1 In this clause 22, the expressions "**Process/Processing**", "**Controller**", "**Processor**" "**Data Subject**", "**Personal Data Breach**" and "**Supervisory Authority**" shall have the same meaning as in the Data Protection Laws.
- 22.2 Each Party shall Process Personal Data under this Agreement as a separate Controller, and shall comply at all times with its respective obligations under Data Protection Laws.
- 22.3 In respect of any disclosures of Personal Data by one Party ("**Personal Data Disclosing Party**") to another Party ("**Personal Data Receiving Party**"), the Personal Data Receiving Party shall:

- 22.3.1 only Process the disclosed Personal Data where reasonably necessary for the purposes of performing its obligations, or exercising its rights, under this Agreement (including in respect of any onward disclosures to third parties);
 - 22.3.2 not transfer Personal Data outside the EEA without the prior written consent of the Personal Data Disclosing Party; and
 - 22.3.3 notify the Personal Data Disclosing Party without undue delay upon becoming aware of any Personal Data Breach involving the Personal Data.
- 22.4 Each Party shall co-operate with the other, to the extent reasonably requested, in relation to:
- 22.4.1 any requests from Data Subjects to exercise rights under the Data Protection Laws;
 - 22.4.2 any other communication from a Data Subject concerning the Processing of their Personal Data; and
 - 22.4.3 any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with the Data Protection Laws.

23. FREEDOM OF INFORMATION

- 23.1 The Operator shall cooperate to facilitate the Public Sector Parties in complying with their respective obligations under the FOIA and the EIR, together with any guidance and/or codes of practice issued from time to time by the Information Commissioner or the Secretary of State, in the manner provided for in this clause 23, which shall apply whenever any Public Sector Party receives a Request for Information which in that Public Sector Party's reasonable opinion is likely to involve the disclosure of Confidential Information.
- 23.2 Where the relevant Public Sector Party receives a Request for Information in relation to Operator Confidential Information it shall notify the Operator in writing of the Request for Information as soon as practicable after receipt and in any event within five (5) Working Days of receiving a Request for Information and shall consult in good faith with the Operator to ascertain whether disclosure of the requested information would be likely to prejudice the commercial interests of the Operator for the purposes of section 43(2) of FOIA or regulation 12(5)(e) of EIR.
- 23.3 Where the relevant Public Sector Party receives a Request for Information relating Operator Confidential Information, the relevant Public Sector Party shall keep the Operator fully informed and the Operator shall provide all necessary assistance reasonably requested by the relevant Public Sector Party to enable the Welsh Government or TFW to respond to a Request for Information in accordance with Section 1 and Section 10 of the FOIA or regulation 5 of the EIR.
- 23.4 The relevant Public Sector Party agrees that (and shall procure that the Constituent Local Authorities agree that) Operator Data shall, for the purposes of the FOIA, constitute:
- 23.4.1 exempt information pursuant to Part 2 of the FOIA which is provided to the Welsh Government, the Lead Authority and/or TFW in confidence and that disclosure of the Operator Data would constitute a breach of confidence actionable by the Operator; and/or
 - 23.4.2 exempt information pursuant to Part 2 of the FOIA in that it constitutes either a trade secret of the Operator and/or information which if disclosed to the public

would prejudice the commercial interests of the Operator and the Welsh Government, the Lead Authority and TfW will therefore treat all Operator Data as exempt for the purposes of the FOIA.

23.5 In the event that notwithstanding the provisions of clause 23.4, any Public Sector Party is bound by the FOIA to disclose any Operator Data to the public, the relevant Public Sector Party shall nonetheless provide the Operator with a minimum of 48 hours written notice prior to the disclosure of any such data.

24. COMPETITION AND PROCUREMENT LAW

24.1 The Parties intend that this Agreement shall comply with competition law at the date of this Agreement.

24.2 The Parties acknowledge that the development of partnership arrangements pursuant to clause 5 of this Agreement will be subject to the application of competition law, and in particular the parties may need to apply the Part 2 Competition Test, and be satisfied (acting reasonably and by reference to the prevailing law at the time of such consideration) that any Umbrella Partnership Agreement meets the Part 2 Competition Test;

24.3 The Parties intend that:

24.3.1 this Agreement shall not breach the Public Contracts Regulations 2015, the Utilities Contracts Regulations 2016, the Concession Contracts Regulations 2016 or Regulation 1370/2007;

24.3.2 that payments in respect of, and the provision of, services by the Operator pursuant to the terms of this Agreement are consistent with the requirements of article 5 of Regulation 1370/2007.

24.4 Notwithstanding clause 24.1 to 24.3, if:

24.4.1 statements by, advice from, or decisions by competent authorities (including, but not limited to, the CMA) provides additional detail or guidance in relation to the applicability of competition law to this Agreement which may impact on the position of this Agreement or in respect of the negotiation of the Umbrella Partnership Agreement;

24.4.2 statements by, advice from, or decisions by competent authorities impact on the position of this Agreement under procurement law,

the Parties agree to:

24.4.3 meet in good faith and review the impact of such change or other developments on this Agreement; and

24.4.4 make any amendment necessary to ensure that this Agreement complies with applicable competition law or procurement law then in force in the light of such development, whilst taking account of the Parties' commercial intentions as expressed in this Agreement.

24.5 In the event that the Parties are unable to agree as to the extent and nature of such amendments within one (1) month, any party shall be entitled to refer the decision to the Dispute process in accordance with clause 25.

25. DISPUTE RESOLUTION

- 25.1 Where any Dispute arises between the Parties in connection with this Agreement, the Parties shall attempt to resolve the Dispute in good faith. During the period of the Dispute, the Parties shall continue to comply with their respective obligations under this Agreement.
- 25.2 Where the Parties are unable to resolve the Dispute in good faith, the dispute may be escalated to the relevant Parties' senior representatives (being a senior executive of the relevant Party with sufficient authority to bind the relevant Party in any agreement reached in respect of the Dispute) in order to try and resolve the Dispute. If the Parties' senior representatives are unable to resolve the Dispute within fifteen (15) Working Days of referral, the Dispute shall be referred to mediation in accordance with clause 25.4, save for any Lead Authority Disputes which shall be referred to resolution pursuant to clause 25.3.
- 25.3 Where a Dispute is a Lead Authority Dispute then the following shall apply:
- 25.3.1 the Lead Authority shall notify an Alternate Lead Authority (whose identity is to be agreed between the Operator and the Lead Authority or where they cannot agree the identity of the Lead Authority as determined by TfW) in writing, asking for input. Such notice shall provide background information on the issue and reasons why the Lead Authority believes the Operator has not engaged in good faith;
- 25.3.2 upon receipt of such notice, the Alternate Lead Authority shall consider the information provided in the notice and shall promptly request any additional information from the Operator that may be required to consider the dispute;
- 25.3.3 upon receipt of such additional information from the Operator, the Alternate Lead Authority shall consider all responses within fifteen (15) Working Days. The Alternate Lead Authority shall notify both the Operator and the Lead Authority of its decision; and
- 25.3.4 in the event that the Alternate Lead Authority agrees that the Operator has not engaged in good faith, then the Lead Authority may suspend or reduce BES 2 Funding paid to the Operator in respect of the disputed service or services or seek compensation in accordance with Schedule 3; or
- 25.3.5 in the event that the Alternate Lead Authority agrees that the Operator has engaged in good faith, the BES 2 Funding paid to the Operator shall continue.
- 25.4 If the Parties are unable to resolve a Dispute within two (2) months, the Parties shall attempt to settle the Dispute by mediation in accordance with the CEDR Model Mediation Procedure. Within ten (10) Working Days of service of referral to mediation, the mediator shall be nominated by CEDR. To initiate the mediation, one Party must serve notice in writing ("**ADR Notice**") to the other Party(s) requesting mediation. A copy of the ADR Notice should be sent to CEDR. Unless otherwise agreed between the Parties, the mediation shall start no later than ten (10) Working Days after the date of the ADR Notice.
- 25.5 If the Dispute is not resolved within ten (10) Working Days after service of the ADR Notice, any Party fails to participate or ceases to participate in the mediation before the expiry of that ten (10) Working Day period, or the mediation terminates before the expiry of that ten (10) Working Day period, the Dispute shall be finally resolved by the courts of England and Wales.
- 25.6 The Parties may by written agreement, agree to vary the time periods set out in this clause 25 to resolve a Dispute.

25.7 Any decision, judgement or settlement resulting from a Dispute determined in accordance with clause 25 shall be recorded in writing, signed by all the Parties involved, and shall be binding on the Parties. Where the Parties have submitted the Dispute to the Courts of England and Wales, the decision of the Courts of England and Wales shall be binding on the Parties.

26. CHANGE PROCEDURE

26.1 The Parties acknowledge and agree that from time to time during the Term, any Party may request a change to this Agreement. A Party may present its proposal for change to the other Parties who shall consider and discuss the proposal.

26.2 Where the Parties agree to amend the Agreement to reflect the proposal, they shall as soon as reasonably practicable (and in any event within twenty (20) Working Days), evaluate the proposal to determine whether it remains in accordance with the Wales Transport Strategy and associated transport plans and propose and agree the amendments required to the Agreement.

26.3 The Parties shall take all reasonable steps to implement those amendments to the Agreement as soon as reasonably practicable. The Parties acknowledge that any changes agreed pursuant to this clause, are not subject to the general amendment clause at clause 29.

27. LIMITATION OF LIABILITY

27.1 References to liability in this clause 27 include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise. No Party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

27.2 Nothing in this Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

27.2.1 death or personal injury caused by negligence; or

27.2.2 fraud or fraudulent misrepresentation.

27.3 Subject to clause 27.1 and 27.2:

27.3.1 the Public Sector Parties' total liability under and in connection to this Agreement shall in no event exceed an amount equal to the total amounts payable to the Operator up to the date that this Agreement is terminated; and

27.3.2 the Operator's total liability under and in connection to this Agreement shall in no event exceed an amount equal to the total amounts payable to the Operator under the terms of this Agreement.

28. ASSIGNMENT

28.1 This Agreement is personal to the Parties and may not be assigned (whether absolutely or by way of security and whether in whole or in part), sub-contracted, transferred, mortgaged, charged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever to any third party without the prior written consent of the other Parties and any such purported dealing in contravention of this clause shall be ineffective.

28.2 In the event that the Operator disposes of its business (or part of its business), the Operator shall act reasonably to:

28.2.1 ensure that the party to which its business is transferred enters into an agreement on equivalent terms to this Agreement in respect of that business (or part of the business) (including, where agreed the rights and obligations in respect of the Umbrella Partnership Agreement or any other agreement entered into to further the intent of this Agreement); and

28.2.2 terminate its participation under this Agreement in accordance with clause 11.8, to the extent that the whole of business is disposed of; and

28.2.3 amend this Agreement to reflect the remaining business where part of the business is disposed of.

29. AMENDMENT

29.1 This Agreement may only be amended, modified, varied or supplemented in writing signed by or on behalf of all of the Parties to this Agreement.

29.2 The Parties shall, as soon as reasonably practicable following the coming into force of any legislation, regulations or statutory instruments (or any amendments to existing legislation, regulations or statutory instruments) which impacts the terms of this Agreement, review and, if necessary, amend the terms of this Agreement to account for such changes.

30. WAIVER

The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

31. NOTICES

31.1 Any notice (including any approval, consent or other communication) in connection with this Agreement shall be given in writing and shall either be personally left at the address of the addressee or sent by pre-paid first class post or be sent by electronic mail. The address for service of a Party shall be its address as stated in clause 31.2 or any other address or electronic mail address notified to the other Parties in accordance with this clause 31.1.

31.2 The addresses for service of notices are:

The Operator

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

Welsh Ministers

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

Transport for Wales

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

Lead Authority

- a) Address: [ADDRESS]
- b) For the attention of: [POSITION OF CONTACT]
- c) Email address: [EMAIL ADDRESS]

31.3 In the absence of evidence of earlier receipt, any notice shall take effect from the time that it is deemed to be received in accordance with clause 31.4.

31.4 A notice is deemed to be received:

31.4.1 in the case of a notice personally left at the address of the addressee during normal working hours, upon delivery at that address or if not during normal working hours the next Working Day; or

31.4.2 in the case of a first class posted letter (within the United Kingdom), on the third Working Day after posting; or

31.4.3 in the case of an email, in the absence of a delivery error message, at the time of sending to the relevant addressee,

and for the purpose of deemed receipt under this clause 31.4, it shall be sufficient to prove that personal delivery was made or that the envelope containing the posted notice was properly addressed or the email contained the correct email address.

32. SEVERABILITY

If any term of this Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from this Agreement and this will not affect the remainder of this Agreement which will continue in full force and effect.

33. THIRD PARTY RIGHTS

33.1 Save as otherwise expressly provided for in this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

33.2 Where a Lead Authority and/or Constituent Local Authority is stated as having a right pursuant to this Agreement the Lead Authority and/or Constituent Local Authority shall be entitled to exercise that right pursuant to the terms of this Agreement, notwithstanding that it is a third party.

33.3 The rights of the Parties to terminate, rescind or agree any variation to this Agreement are not subject to the consent of any other person.

34. ENTIRE AGREEMENT

34.1 Subject to clause 34.2, with the Previous BES Funding Arrangements, this Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

34.1.1 no Party has entered into this Agreement in reliance upon, and will have no remedy in respect of, any misrepresentation, representation or statement (whether made by any other Party or any other person and whether made to the first Party or any other person) which is not expressly set out in this Agreement; and

34.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract.

34.2 Nothing in this clause 34 shall be taken to affect the terms of any Existing Supported Services Contract or New Supported Services Contract between any of the parties to this Agreement, including any amendments to such contracts effected by the terms of this Agreement.

34.3 For the avoidance of doubt, nothing in this clause 34 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

35. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the Parties as separate counterparts but will not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

36. GOVERNING LAW AND JURISDICTION

36.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with Welsh law.

36.2 Subject to the Dispute Resolution Procedure, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement including (without limitation) in relation to any non-contractual obligations.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Signed for and on behalf of **WELSH
MINISTERS** by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of **TRANSPORT
FOR WALES** by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of [**LEAD
AUTHORITY**] by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

Signed for and on behalf of [**OPERATOR**]
by:

)
)

Signature

Name (block capitals)

**Director/authorised
signatory**

SCHEDULE 1: WELSH GOVERNMENT REQUIREMENTS

The Parties acknowledge and agree that in consideration of the Welsh Government providing the BES 2 Funding and other payments pursuant to this Agreement, the Operator shall comply with the following obligations. Failure to comply with these obligations will constitute a material breach under the terms of this Agreement:

1. **Safety of passengers and staff is paramount**
 - 1.1 In providing Local Services the Operator shall comply with the Welsh Government's "Restarting public transport: guidance for operators" (<https://gov.wales/restarting-public-transport-guidance-operators-html>) and any updated guidance provided in response to emerging requirements to respond to the public health impact of the COVID 19 pandemic.
2. **Reforming Service Delivery**
 - 2.1 The Operator shall support the introduction of new and emerging institutional arrangements between the Public Sector Parties that Welsh Government believe are reasonably required to more effectively support the management of bus services in Wales in the future.
 - 2.2 The Operator shall, in good faith, engage with TfW, Welsh Government and the Lead Authorities on behalf of their Constituent Local Authorities to reform funding and reimbursement mechanisms such as BSSG and the Concessionary Travel Scheme to improve the quality and viability of the local services available to passengers in Wales.
 - 2.3 The Operator shall work with TfW and Welsh Government and other operators to develop a vehicle replacement strategy which will help to inform Welsh Government's plans for a sustainable public transport fleet. Subject to the availability of funding and compliance with state aid rules, Welsh Government may fund measures to bring the national fleet up to the required minimum standard.
 - 2.4 Welsh Government is in the process of updating the requirements for the Economic Contract Plan with which all bus operators in receipt of Government funding will be required to sign up to. Once the updated guidance has been published, the Operator shall produce an Economic Contract for approval by TfW, acting reasonably and on behalf of Welsh Government, within (6) six months of publication of the guidance.
 - 2.5 Following the issue of the updated requirements for the Economic Contract Plan, pursuant to paragraph 2.4, TfW shall set out a timetable and process for the development, review, approval and monitoring of the Operator's Economic Contract.
 - 2.6 The Parties acknowledge that, at the time of signing this Agreement, the Operator will not have had sight of the requirements for the Economic Contract Plan. TfW and Welsh Government shall work with the Operator and representatives of the bus industry to reach agreement on affordable and sustainable options for implementing such requirements.
 - 2.7 In advance of the development of the new requirements for the Economic Contract Plan, the Operator shall commit to complying with the principles of the current Economic Contract ([found here](#)), specifically with respect to:
 - 2.7.1 growth potential;
 - 2.7.2 fair work;

- 2.7.3 promotion of health, including a special emphasis on mental health, skills and learning in the workplace; and
- 2.7.4 progress in reducing carbon footprint.
- 2.8 The Operator acknowledges that Welsh Government intends that the Operator's Economic Contract and delivery against the same may form a key part of:
 - 2.8.1 the evidence for the scoring of future competitions for grant funding or other contracts which make use of Welsh Government funding; and
 - 2.8.2 the conditions for other statutory and non-statutory schemes relating to the funding of the bus industry in Wales which Welsh Government may introduce in the future.

3. Improving the Passenger Experience

The Operator shall use reasonable endeavours to work with the Lead Authority, the Constituent Local Authorities and TfW to increase patronage and social inclusion on bus services and the wider public transport network in Wales.

3.1 Routes

- 3.1.1 To the extent that reinstatement of the pre-COVID 19 network meets the Priorities and can be provided within the funding available, the Operator shall, by agreement with the Lead Authority, progressively re-instate the network of services that the Operator provided prior to the impact of COVID 19.
- 3.1.2 The Lead Authority shall work with the Operator and the Constituent Local Authorities to determine what changes may be required to the network of services provided by the Operator in response to changing passenger demand and patterns of travel and shall authorise such changes, including the use of alternative delivery modes, in line with the Reference Network. Such changes may include adjustments to the Operator's timetables and routes, where these are necessary to integrate the Operator's services, other bus services and modes of transport to provide passengers with improved journey times and a better experience of public transport.
- 3.1.3 During the term of this Agreement, and reflecting the material funding being provided by Welsh Government to support continued provision of Local Services by the Operator, the Operator shall seek permission from the Lead Authority prior to registering any new service. Such permission shall not be unreasonably withheld where the Operator demonstrates compatibility of such service with the Reference Network or justifies the change to the Reference Network based on passenger need and positive impact on value for money for the Lead Authority.

3.2 Fares and Ticketing

- 3.2.1 The Operator shall demonstrate that it has sought to improve value for money for passengers by confirming that it has considered options for capping and rationalising fares. No increase in fares will be allowed during the Term of this Agreement unless it is part of a proposal, approved by the Lead Authority, to improve overall value for money for passengers.

3.2.2 The Parties shall work together to develop and implement ticketing schemes for the benefit of passengers and the Operator, whether proposed on a statutory or non-statutory basis subject to compliance with competition law.

4. Negative Conditions

For the Term of this Agreement the Operator shall not:

- 4.1 act in a way which is primarily intended or expected to make cost effective delivery of the Reference Network more difficult;
- 4.2 carry out their business in a manner which can be shown to, overall, have the intent or expectation of reducing passenger benefits from the bus network in Wales; and
- 4.3 register Local Services which have the primary effect of undermining the value for money of the Subsidised Network (provided that nothing in this paragraph 4 shall prohibit the Operator from replacing an Existing Supported Service or New Supported Service with a Commercial Service which provides the same or better service across all hours of operation of the Supported Service.

5. Exit from BES 2

Where clause 10.2 applies, the Operator acknowledges that it is a condition of the payments made under this Agreement that the Operator will work with the Lead Authority, TfW and other operators to develop a set of partnership obligations which will preserve and improve the benefits to passengers embodied in the Welsh Government requirements set out in this Schedule, recognising the fact that such obligations must be compliant with competition law.

SCHEDULE 2: PARTNERSHIP THEMES

The Parties acknowledge the following matters shall be taken into consideration when agreeing the Umbrella Partnership Agreement and may either be included within the terms of that agreement or may be included as provisions to consider in the implementation of VPAs or other partnership arrangements at a local level.

The Parties shall use the draft form of VPA appended to this Schedule at Section 1 as a template when producing the Umbrella Partnership Agreement.

In developing the Umbrella Partnership Agreement, the Parties agree to build on the Welsh Government requirements as set out in Schedule 1 and to agree a shared, enforceable set of partnership obligations to govern the partnership. Examples of such obligations include the Operators working with TfW and the Lead Authority to develop and, where agreed, implement proposals to:

1. register routes and timetables that support the journey times and interchange opportunities identified in the Reference Network;
2. consolidate core routes, including determining how passengers can benefit from services on core routes irrespective of bus operator, to the extent enabled by competition law;
3. de-duplicate and harmonise route numbering;
4. identify unserved markets and routes that could serve those markets;
5. develop and implement a code of practice on employment terms and driver standards to offer a safe and high quality service to passengers;
6. facilitate the introduction of demand responsive or other approaches to service delivery, e.g. by deregistering the existing Local Services, where it is identified that routes may be more effectively served by other means;
7. align new routes within the Reference Network where appropriate whilst allowing the Operator innovation in respect of new routes and bus services;
8. improve value and/or convenience for passengers. This shall, to the extent enabled by competition law, include working with TfW and the Constituent Local Authorities on the introduction of ticketing schemes (whether statutory or voluntary) which may:
 - 8.1 introduce pay as you go capping;
 - 8.2 rationalise fares; and/or
 - 8.3 introduce day and/or weekly tickets,
9. establish multi-operator ticketing schemes;
10. provide information to support passengers, including the prompt communication of changes to bus timetables through Traveline Cymru, Lead Authority, Constituent Local Authorities and TfW; and
11. invest in bus services alongside the Welsh Government's and Constituent Local Authorities' investment in infrastructure with the aim of improving customer experience.

Section 1: FORM OF UMBRELLA PARTNERSHIP AGREEMENT

SCHEDULE 3: COMPENSATION, PAYMENT AND RECONCILIATION

Part 1: General and information provision

The Operator shall provide such information to TFW and the Lead Authority as they may reasonably require in order to calculate support payments, reconciliation payments and compensation to be paid pursuant to this Schedule 3.

Part 2: Payment

1. The Service Payment (SP) shall be calculated as follows:

$$SP = PC + AM - PR + RP - CP$$

Where:

- 1.1 Service Payment (SP): shall be calculated monthly and in accordance with the following:
 - 1.1.1 the first Service Payment under this Agreement, shall be calculated for a part month to take account of the Effective Date. Service Payments shall be paid on the same basis as BES 1.5 until the Parties agree a revised process to incorporate the provisions of this Part 1 of Schedule 3. The Parties shall use reasonable endeavours to agree the revised process by no later than sixty (60) days after the Effective Date. Once the revised process for payment has been agreed, the Parties agree that paragraphs 1.1.3 and 1.1.4 below shall be updated to reflect such agreement. Any adjustments to allow for actual costs, margin and revenue during this first period shall be taken into account as part of the reconciliation process set out in Part 3 of this Schedule;
 - 1.1.2 the Lead Authority shall on a monthly basis by no later than the []th day of each month, notify the Operator of the proposed Service Payment providing reasonable detail as to how it has been calculated in accordance with this Schedule;
 - 1.1.3 the Service Payment shall be paid by the Lead Authority within [] days of the Operator issuing an invoice following receipt of the notice in paragraph 1.1.2 in respect of a month, in respect of provision of services for that month; and
 - 1.1.4 where this Agreement terminates or expires, other than at the end of a month, the Lead Authority shall, acting reasonably, determine the date and calculation of payment to ensure that the Operator is paid for provision of Services throughout the term of this Agreement.
- 1.2 Period Costs (PC): shall be such value as the Lead Authority may calculate in accordance with paragraph 1 of Section 1, noting that Inadmissible Costs, as set out in Section 2 to this Schedule, shall not be included in the calculation of PC;
- 1.3 Assumed Margin (AM): shall be the assumed margin payable to the Operator for provision of the Services and shall be a percentage applied to these elements of the Period Costs (PC) for the relevant period i.e. direct costs, variable costs and overhead costs. The AM shall be initially set at 2% of the value of the Periodic Cost. The Parties agree that during the Term, this assumed margin set at 2% shall be subject to ongoing review by Transport for Wales and Welsh Government to ensure that it remains an appropriate percentage to pay Operators as a margin in addition to their costs in accordance with Schedule 5;

- 1.4 Periodic Revenue (PR): shall be all revenue received by the Operator in respect of the relevant period as the Lead Authority may calculate in accordance with paragraph 1 of Section 1;
- 1.5 RP: is any reconciliation payment in accordance with Part 3, and shall be a positive figure where the Reconciliation Payment is to be made to the Operator and a negative figure where a Reconciliation Payment is to be made to the Lead Authority; and
- 1.6 CP: is any compensation payment payable pursuant to Part 4.
2. Where:
 - 2.1 SP is a positive figure then this amount shall be paid by the Lead Authority to the Operator, provided that the value of SP shall always be capped at a maximum at the level calculated in accordance with Section 1 (which may vary each month in line with the calculation); and
 - 2.2 SP is a negative figure then this amount shall be paid to the Lead Authority by the Operator, in each case in accordance with clause 9 and this Schedule.
3. The Operator shall participate in an open book reconciliation process with TfW and the Lead Authority in accordance with Part 3 to allow assessment of costs to ensure that the Operator has not been overcompensated and that payments reflect the reasonable cost of providing the Services with no more than a reasonable profit earned. Where the reconciliation process determines that the Operator has been over-compensated in any month, the value of the Monthly Costs payable in following months shall be adjusted, at the discretion of the Lead Authority (acting reasonably), such that, the Monthly Service Payment made by the Lead Authority reflects the Lead Authority's expectation of the Operator's costs in future months.
4. The Operator acknowledges and agrees that where it fail to provide information in accordance with Section 1 of Schedule 3, this may result in a reduction in the Service Payment to:
 - 4.1 50% in the following month; and
 - 4.2 no payment in the month following the 50% reduction,provided that where the operator provides such information the balance of such payment shall be made as part of the next Service Payment.

Part 3: Reconciliation

1. The Operator shall participate in an open book reconciliation exercise with TfW and the Lead Authority to enable them to assess compliance by the Operator with the terms of this Agreement and ensure that the Operator has not been over-compensated or under-compensated for provision of services pursuant to the terms of this Agreement. The Operator acknowledges that the support provided to the Operator pursuant to the terms of this Agreement cannot lead to:
 - 1.1 over-compensation of the Operator, and where it is determined that the Operator has been over-compensated for provision of any Local Service that the Lead Authority shall be entitled, on behalf of Welsh Government, to recover the amount of any over-compensation, in accordance with this Part 3 of Schedule 3; or
 - 1.2 under-compensation of the Operator, and where it is determined that the Operator has been under-compensated for provision of any Local Service as a result of events which were outside the reasonable control of the Operator (including the impact of exceptional weather related

events and material unforeseen variations in passenger revenues), and in such circumstances the Lead Authority shall be entitled, on behalf of Welsh Government, to add the amount of any under-compensation to the next Service Payment provided in aggregate provided that the total Service Payments made to the Operator, including any such payments, shall not exceed the maximum levels calculated in accordance with Section 1.

2. The reconciliation process shall be carried out in accordance with paragraph 2 of Section 1 to this Schedule 3.
3. TfW may determine materiality thresholds for the carrying out of the reconciliation process, and determine that it would be disproportionate to carry out a reconciliation process in respect of the Operator. Such decision shall be solely at TfW's discretion, and where TfW makes any such decision, the Operator acknowledges that this shall be without prejudice to any future requirement to examine payments made to the Operator, including where this is required for the purposes of state aid, procurement or competition assessment. It is acknowledged that TfW may determine materiality thresholds by reference to level of payments made to the Operator, or such other criteria as TfW may determine are appropriate.
4. The Operator shall provide any information reasonably required by TfW or the Lead Authority on an open book basis, including, but not limited to, information specified in Part 1 to Schedule 4.
5. Information provided for this purpose may be shared with contractors that are engaged by TfW to undertake any reconciliation exercise or other analysis of the BES 2 Funding.

Part 4: Compensation

1. Where pursuant to the terms of this Agreement, the Lead Authority or Welsh Government are entitled to be paid compensation by the Operator for breach of the terms of this Agreement, the provisions of this Part 4 shall apply, including:
 - 1.1 where the Operator is in material breach of this Agreement;
 - 1.2 where the Operator fails to agree the terms of the Umbrella Partnership Agreement, in accordance with clause 5.1;
 - 1.3 where the Operator fails to comply with the Welsh Government's "Restarting public transport: guidance for operators" in accordance with paragraph 1.1 of Schedule 1;
 - 1.4 where the Operator fails to comply with the Reference Network and associated Service Standards in accordance with clause 8; and
 - 1.5 where the Operators fails to provide data in accordance with clause 7,

and the Lead Authority shall allocate service failure points ("**SFP**") in respect of each such breach on the following basis:

Trigger	Service Failure Points
Operator fails to agree the terms of the Umbrella Partnership Agreement, in accordance with clause 5.1.	1 SFP for each day following the date on which the Umbrella Partnership Agreement remains unagreed in accordance with clause 5.1.
Operator fails to comply with the Welsh Government's "Restarting public transport: guidance for operators" in accordance with paragraph 1.1 of Schedule 1.	20
Operator fails to comply with the Reference Network and associated Service Standards in accordance with clause 8.	30
Operators fails to provide data in accordance with clause 7	20
Total:	100

Compensation Payments shall be calculated on the following basis:

$$CP = AM \times \frac{SFP}{MSFP}$$

Where:

- 1.5.1 AM means the Assumed Margin for the relevant period as calculated in Part 2 above.
- 1.5.2 SFP means the total number of Service Failure Points allocated in respect of the relevant period.

- 1.5.3 MSFP means the maximum number of Service Failure Points which may be allocated in respect of the relevant period, which shall be 100.
- 1.6 Where SFP's have been allocated for the same trigger in three (3) consecutive months or more, the Lead Authority or Welsh Government shall be entitled to terminate this Agreement in accordance with clause 11.2.

Section 1: INFORMATION TO BE PROVIDED BY THE OPERATOR

Definitions

"Good and Efficient Operator" means in the context of all other relevant provisions of this Agreement a notional bus operator, having the same commercial, regulatory and operational arrangements as the Operator and being subject to the same operational circumstances (which, for the avoidance of doubt, shall recognise the extraordinary impact of COVID-19, the existence of this Agreement and the requirement for operators to act in the national interest in response to COVID-19) as other bus operators, which complies with its legal obligations, including pursuant to this Agreement and in a timely, efficient and economical manner and with the degree of skill, diligence, prudence and foresight which can be expected from a skilled and experienced bus operator so that in this context costs and revenues are optimised in combination to the greatest extent reasonably practicable;

"Forecast Template" means the Excel spreadsheet issued by TfW, as updated from time to time, to capture forecast revenue and costs for the purpose of calculating the Service Payment;

"Inadmissible Costs" means those costs which are listed in Section 2 to Schedule 3;

"Management Accounts" means the periodic management accounts which cover the relevant Quarter;

"Month" means a calendar month;

"Operator Specific Reporting Period" means a four-weekly, five weekly, monthly or similar cycle on which the Operator posts its accounts;

"Quarter" means a period of three (3) months (April to June, July to September, October to December and January to March), or such other three (3) month period as TfW may reasonably specify;

"Reconciliation Period" means the closest multiple of the Operator Specific Reporting Period to the Quarter, to be agreed with the Operator; and

"Reconciliation Template" means the Excel spreadsheet issued by TfW, as updated from time to time, to capture the actual revenue and income generated and costs incurred by the Operator for the relevant Quarter.

1. Information to be provided Monthly

1.1 In order for PC and PR to be calculated in accordance with paragraph 1 of Schedule 3, for each Month, the Operator shall complete the Forecast Template which provides high level details on the forecast revenue and costs for that Month;

1.2 TfW will provide the Forecast Template for the Operator to complete and return to TfW within fourteen (14) days of the Operator issuing an invoicing following receipt of the notice from the Lead Authority notifying the Operator in reasonable detail of the proposed Service Payment or on such other date as may be agreed with TfW.

1.3 The Operator shall be required to populate the following items in the Forecast Template in respect of all Local Services that they provide, including Commercial Services, Existing Supported Services, Former Commercial Services and New Supported Services:

1.3.1 Forecast farebox revenue: based on the current month's predicted outturn plus adjustment for seasonal factors, including, but not limited to Christmas, Easter and school holidays;

1.3.2 Forecast funding: This shall reflect all funding received by the Operator, including but not limited to BSSG, Mandatory Concessionary Fare reimbursement, Young

Persons Travel payments, CJRS, Job Retention Bonus and Job Support Scheme (as amended or replaced from time to time);

- 1.3.3 Other income: This shall reflect all other income received by the Operator arising from the provision of Local Services, including but not limited to income received from advertising, maintenance and sales; and
 - 1.3.4 Forecast Cost: These shall be broken down by headings, e.g. Staff Costs, Fuel/Maintenance Costs, Overhead Costs, Interest, Depreciation etc.
- 1.4 The Forecast Template will use the information provided in line with paragraph 1.3 to calculate the value of Assumed Margin in accordance with the principles set out in paragraph 2 of Schedule 3.

2. Information to be provided for each Reconciliation Period

- 2.1 In order for RP to be calculated in accordance with paragraph 1 of Schedule 3, at the end of each Reconciliation Period the Operator shall complete the Reconciliation Template which provides details on the actual revenue and income generated and costs incurred in the relevant Reconciliation Period.
- 2.2 TfW will provide the Reconciliation Template for the Operator to complete and return to TfW within fifteen (15) Working Days of the end of the relevant Reconciliation Period.
- 2.3 The Operator shall be required to populate the Reconciliation Template, which TfW may reasonably update from time to time, in respect of all Local Services that they provide, including Commercial Services, Existing Supported Services, Former Commercial Services and New Supported Services. Such information to be provided for each Month in the Reconciliation Period in question plus the figures for the same three (3) Months in the prior year (only required for submissions up to the date when the Operator has provided a full prior years' data to TfW, being data up to [31 March 2021] for most operators).
- 2.4 In the event where any of the Operator's Local Services operate across the Welsh border, the Operator shall assist with any further examination and analysis of the information provided in paragraph 2.3 above to ensure that the BES 2 Funding it receives, does not relate to the section of such Local Service which is outside of Wales.
- 2.5 Once the Operator has submitted the Reconciliation Template, this shall be evaluated by TfW to ascertain whether a Reconciliation Payment adjustment will be made to the next Service Payment following the completion of the reconciliation process in this Schedule 3.
- 2.6 In determining the level of Reconciliation Payment, TfW may request further information or evidence from the Operator as it reasonably requires, such as, but not limited to Management Accounts or receipts relating to certain transactions.
- 2.7 TfW shall use the Reconciliation Template and additional information to check whether any costs included in the template are Inadmissible Costs and may amend the Reconciliation Template to adjust the Reconciliation Payment accordingly where any costs are Inadmissible Costs.
- 2.8 Where Inadmissible Costs are identified and the Period Costs (as defined in Part 2 of this Schedule) are re-calculated, the reconciliation exercise shall include consequential adjustments and reconciliation of the Assumed Margin to reflect the change in Period Costs.

Section 2: INADMISSABLE COSTS

The following costs shall be Inadmissible Costs for the purposes of this Agreement:

1. The Operator agrees and acknowledges that: (i) only reasonable costs incurred and evidenced as ongoing and repeat transactions shall be taken into account; and (ii) it shall operate efficiently during the Term.
2. The Operator shall seek approval from the Lead Authority prior to incurring any material costs which are not ongoing and repeat transactions and agree the basis upon which such transactions will be considered for the purposes of this Schedule 3. Material costs may include investment in vehicles, information technology, costs of depot purchase or refurbishment or major items of plant and equipment. The Lead Authority shall take the following considerations into account when determining the eligibility for BES 2 Funding such costs:
 - 2.1 evidence from the Operator to confirm that such expenditure was in their business plans and/or is required in the current COVID affected circumstances and cannot be deferred until patronage and farebox return to pre-COVID levels;
 - 2.2 confirmation from the Operator that they have explored all other routes for grants and funding such expenditure;
 - 2.3 a forecast of the net impact of the additional expense on their claims under this Agreement; and
 - 2.4 confirmation from the Operator that they will be able to sustain any ongoing payments for this following the cessation of the BES 2 Funding.
3. For the avoidance of doubt, the reconciliation process will not take into account any capital expenditure, exceptional (non-operating) payments or dividend payments in determining whether the Operator has generated a profit before tax, or a loss at the end of each Reconciliation Period. The Lead Authority shall determine whether any capital expenditure will be reimbursed in accordance with paragraph 2 above and will be paid in addition to the Service Payment as calculated pursuant to paragraph 1.1, of Part 2 of Schedule 3.
4. Any costs that were incurred otherwise than in accordance with those expected to be incurred by a Good and Efficient Operator including but not limited to:
 - 4.1 staff, director or officer costs in excess of that set out in the Forecast Template (except where evidenced by the Operator as appropriate to the satisfaction of the Lead Authority);
 - 4.2 costs that do not reflect the contracted position under Existing Supported Services Contracts unless such change has been agreed by the Lead Authority;
 - 4.3 new contracts entered in to by the Operator which have not been procured in compliance with the Operator's usual procurement procedures; and
 - 4.4 variations to existing contracts which have not been made in accordance with the Operator's usual procurement procedures or practice.
5. Any bonuses, rewards or discretionary benefits paid to any staff, directors or officers under any schemes which have not previously been approved by the TfW (in their absolute discretion) in writing.

6. Any expenses, disbursements or equivalent costs (to which the Operator's expenses policy would apply) which are incurred other than in compliance with the Operator's expenses policy.
7. Any cost that the Operator may incur as a result of it failing to comply with any applicable laws, to the extent this gives rise to a criminal liability.
8. Any payments, costs or other liabilities owed to affiliates save in respect of such payments costs or other liabilities which have been incurred by the Operator acting as a Good and Efficient Operator.
9. Costs of developing and protecting any Intellectual Property Rights which are not owned by the Operator or are so owned, but where the costs are not ancillary to an activity included in the Forecast Template.
10. Marketing or advertising costs incurred substantially to the benefit of wider group products or group brand recognition and which are not primarily for the benefit of bus services.
11. Fines from government or regulatory bodies.
12. Any costs (including any legal costs and expenses) incurred by the Operator in pursuing any claim against or defending any claim from TfW or Welsh Government in respect of or in connection with the grant offer letter or otherwise.
13. Any costs incurred in relation to the period prior to the BES Funding Period which a Good and Efficient Operator would usually have discharged in the period prior to the BES Funding Period.
14. Any costs incurred in relation to the period prior to the expiry of the term of the BES Funding Period which a Good and Efficient Operator would usually have discharged in the period following the expiry of the BES Funding Period.
15. Interest paid or payable on any loan from any lender that was taken out after the Effective Date (and subject to not having been approved in accordance with paragraph 2 in this Section 2), noting that the cash from such loan will not be taken into account as income in the reconciliation process.
16. Except with the prior agreement of the Lead Authority or TfW (not to be unreasonably withheld), any costs, charges, penalties, compensation or similar payments that the Operator may incur as a result of the termination of any contract or other arrangement.
17. Except with the prior agreement of the Lead Authority or TfW, losses on disposals of fixed or non-current assets.
18. Maintenance costs where the maintenance activity was previously scheduled to be undertaken prior to or after the term of the BES Funding Period or where (and to the extent that) it would have been reasonable and/or prudent for the maintenance to have been carried out prior to or after the BES Funding Period.
19. Depreciation or Capital Expenditure to the extent that the capital cost of acquisition of the relevant assets was to be funded by third party.
20. Costs of complying with any audit by TfW or its agents pursuant to any grant offer letter or this Agreement.

21. Reasonable costs for external assistance to complete this proforma up to £1,500 are not Inadmissible Costs. Any amount in excess of £1,500 plus legal, accountancy and other costs and expenses incurred in connection with the preparation and implementation of this Agreement are Inadmissible Costs.
22. Legal, accountancy and other costs and expenses incurred in connection with any future arrangements between the Lead Authority or TfW and the Operator following the BES Funding Period.
23. Travel costs (including flight travel) of the Operator primarily relating to the business of their group, noting that TfW would expect the group to cover the cost of any such travel.
24. Any costs which relate to that part of a Local Service which operates outside of Wales which shall be calculated on a pro rata basis to the length of the Local Service or as otherwise more accurately evidenced by the Operator.

SCHEDULE 4: DATA REQUIREMENTS

Part 1: Financial Data Requirements

The Operator shall provide the following data in accordance with templates provided by TfW and updated from time to time, in respect of Commercial Services, Former Commercial Services and Local Services provided pursuant to Existing Supported Services Contracts and New Supported Services Contracts:

1. Operational costs and revenue from the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter scheme as well as costs and revenues covering a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter schemes. Where intra-group costs are shown, you must be able to show evidence that these are properly incurred costs of providing the services. These figures shall be disaggregated to show major cost and revenue sources, and shall include any payments received from local authorities and central Government such as:
 - 1.1 payments made under the Coronavirus Jobs Retention Scheme, Job Retention Bonus, Job Support Scheme and any replacement schemes;
 - 1.2 payments (and any reconciliation payments) made under BES including Service Payments received;
 - 1.3 payments pursuant to the terms of any Existing Supported Services Contract or New Supported Services Contract;
 - 1.4 payments under existing bus support arrangements including BSSG, Mandatory Concessionary Fare reimbursement and Young Persons travel payments and shall include any costs associated with the operation of such Local Services, including:
 - 1.4.1 direct costs, such as the costs of drivers, parts and fuel (fuel costs shall include the amounts payable or receivable on fuel related financial derivatives in respect of the relevant period, but exclude any "mark to market" gains or losses on financial derivatives);
 - 1.4.2 semi-direct costs, including but not limited to: the costs of engineering, maintenance, traffic pay, vehicle related costs and marketing;
 - 1.4.3 costs of additional holidays accrued by employees in the relevant claim period;
 - 1.4.4 overhead costs, including but not limited to: the costs of administration, pensions, fixed operating costs, insurance and claims;
 - 1.4.5 pensions expenses, including budgeted pension deficit repair costs, on the basis of the ongoing contributions payable for the relevant period, without adjustment to comply with accounting standards;
 - 1.4.6 operating lease costs on the basis of the lease rentals payable during the Term;
 - 1.4.7 depreciation and amortisation of property, plant, equipment, software and other applicable assets on a basis consistent with the Term; and
 - 1.4.8 reasonable PPE and safe operating costs.

2. Revenue sources to also include farebox revenue generated and all other income received by the Operator, including but not limited to income received from advertising and sales in relation to Local Services.
3. Commercial service kilometres covered by the operator's services per 4-week period during the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter Scheme and that for a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter Scheme.
4. Commercial services run and patronage data per 4 week period for the period covered by BES (including this Agreement and BES 1.5), the Bus Hardship Fund and the 20 March Letter Scheme and that for a similar period prior to the commencement of the BES, the Bus Hardship Fund and the 20 March Letter Scheme.
5. Evidence of the process that the Operator has undertaken with Constituent Local Authorities to agree services, including pursuant to the terms of this Agreement and that service changes have been properly communicated to the general public.
6. Evidence of the Operator's cost implications of removing staff from the furlough system early, reasonable costs to bring vehicles back into service, cost of screens around the driver's cab on buses, on bus capacity signage.
7. The same information as above for the equivalent period in the previous financial year.
8. Additional information (e.g. management accounts) to corroborate any submissions.

Part 2: Operational Data Requirements

Where the data is available to the Operator or from its Electronic Ticket Machines, the following data shall be provided by it to support the prioritisation, co-ordination and design of services and to support the provision of information to passengers. The data may be provided direct from the Operator's Electronic Ticket Machine supplier with its permission, not to be unreasonably withheld, or direct from the Operator. The data shall be provided to TfW (or its nominated agent which may be Traveline Cymru or a local authority):

Data	Format	Source	Scope
Timetable	TransXchange 2.4 to include all stop level detail and full geographic routing information	Scheduling software or entry into an online portal for conversion to TransXchange 2.4	Current timetable
Patronage Data	Report from ETMs	Direct from ETM/Operator	Historic and current to support prioritisation of routes
Passenger Counting/Capacity	SIRI VM feed as amended to include occupancy and bus capacity information or report from ETMs	Direct from ETM/Operator	Historic and current to support passenger information and prioritisation of routes
Origin and Destination Data	Report from ETMs	Direct from ETM/Operator	Historic and current to support prioritisation and design of routes
Fares	Spreadsheet Files for Adult and child fares, zone or rider tickets, m-tickets and multi operator tickets. Move to NeTEx format from January 2021	Direct from ETM/Operator	Historic and current to support passenger information and development of quality partnership schemes and ticketing schemes
Real Time Information	SIRI SM (where currently available)	Direct from ETM/Operator	Every 5-30 seconds
	SIRI VM	Direct from ETM/Operator	Every 5-30 seconds
	TransXchange 2.4 (as a minimum standard) to include Service number, journey code and crew/duty number information for each track/leg for each service Note that this will move to TransXChange 2.4 once the Department for Transport profile is finalised and adopted	Scheduling software or entry into an online portal for conversion to TransXchange 2.4	5 days advance notice where systems permit

Part 3: Permitted Use

1. Permitted Uses of the Operator Data shall be the following purposes:
 - 1.1 calculation of payments to be made in accordance with Part 2 of Schedule 3;
 - 1.2 periodic reconciliation in accordance with Part 3 of Schedule 3;
 - 1.3 calculation of any additional payments to be made in respect of provision of any additional services to be provided pursuant to clauses 12 (Existing Supported Services: Gross Cost), 13 (Existing Supported Services: Net Cost) or 15 (Supported Services Contracts for Former Commercial Services).
 - 1.4 to support the calculation and payment of BSSG, Mandatory Concessionary Fare Reimbursement or My Travel Pass reimbursement;
 - 1.5 identification of any anomalous Operator costs and for the purposes of any audit of operator data or otherwise pursuant to clauses 7.7 to 7.10 of this Agreement;
 - 1.6 the assessment the viability of routes to support return to commerciality and determine the scope of the Subsidised Network in accordance with clause 8;
 - 1.7 to allow review of the BES 2 Funding mechanism specified in this Agreement by Welsh Government and Transport for Wales, including, but not limited to, pursuant to Schedule 5;
 - 1.8 to inform the reform of funding and reimbursement mechanisms (including BSSG and Mandatory Concessionary Fares) by Welsh Government and Transport for Wales including assessing the impact (or potential impact) of such funding mechanisms (and changes to such funding mechanisms) on the operators of local services in the Welsh bus market;
 - 1.9 to support the management of contracts (including Existing Supported Service Contracts as varied in accordance with the terms of this Agreement) that are being managed under this Agreement including in respect of the delivery of local services in accordance with the Service Specification or to the Service Standards;
 - 1.10 development of the Umbrella Partnership Agreement, and any VPA, QPS or ticketing scheme made pursuant to the terms of such Umbrella Partnership Agreement;
 - 1.11 development of the Reference Network in accordance with clause 8;
 - 1.12 provide of public information about the Operator's Local Services and other Local Services operated in Wales;
 - 1.13 provision of a support service to the Traffic Commissioner, including a registration service (subject always to clause 7.5.1);
 - 1.14 inform investment decisions by Welsh Government, TfW and Local Authorities (including the Lead Authority); and
 - 1.15 inform the broader Welsh Government response to the COVID-19 outbreak.

Part 4: Public Sector Data Access and Confidentiality

Data provided	Confidential for the purposes of Clause 21	Commercially Sensitive for the purposes of Clause 23
Schedule 3 Part 2 Payment	Yes	Yes
Schedule 3 Part 3 Reconciliation	Yes	Yes
Schedule 3 Part 4 Compensation	Yes	Yes
Schedule 3 Part 4 Section 1 Information to be Provided by the Operator	Yes	Yes
Schedule 4 Part 1 Financial Data Requirements	Yes	Yes
Timetable	No	No
Patronage Data	Yes	Yes
Passenger counting/capacity	Yes	Yes
Origin and destination data	Yes	Yes
Fares	No	No
SIRI SM	No	No
SIRI VM	No	No
TXC supplementary data	Yes	Yes

SCHEDULE 5: FUNDING REVIEW

1. Funding Review

1.1 Welsh Government shall review the implementation of BES Funding on a periodic basis ("**Funding Review**"), at frequencies to be determined by Welsh Ministers at their sole discretion.

1.2 It is acknowledged that BES Funding has been provided on a discretionary basis by Welsh Government and that Welsh Government shall therefore be entitled to apply its own criteria to determine whether to continue the provision of BES 2 Funding, but such criteria may include:

1.2.1 Performance of the Bus Emergency Scheme (including this Agreement) against the available Funding in meeting the Priorities; and

1.2.2 The levels of Funding available.

1.3 The outcome of any Funding Review may include, but not be limited to, the following:

1.3.1 continuation of the BES 2 Funding on its existing terms;

1.3.2 changes to the BES 2 Funding terms, in which case the Agreement shall be varied in accordance with clause 29 to reflect the requirements of such change.

The Parties agree and acknowledge that the Operator may propose a reduced Service Standard to take account of any reduction in BES 2 Funding, save for where either:

1.3.2.1 BES 2 Funding is removed or reduced due to the removal of social distancing measures that previously impacted on transport capacity; or

1.3.2.2 Welsh Government provide an alternative grant or funding scheme in place of BES 2 Funding which is designed to provide continuity of service; or

1.3.3 ending the BES 2 Funding, in which case the Welsh Government shall use reasonable endeavours to provide the Lead Authority and the Operator with sufficient notice of such change in order to minimise the disruption to the Operator's delivery of Local Services. The minimum notice prior to ending the BES 2 Funding shall be the current period of notice to be provided to the Traffic Commissioner in respect of deregistration of Local Services except for where such decision arises as a result of UK government determining to terminate the financial settlement relating to the impact of COVID-19 on bus services or as a result of the Welsh Government budget setting round in which case the notice shall be a minimum of one (1) month.

1.4 Where BES 2 Funding is terminated pursuant to paragraph 1.3 above, no further payments shall be made pursuant to this Agreement, following such notice period, provided that nothing in this Schedule 5 shall be taken to remove the right of Welsh Government to recover monies paid to the Operator or the entitlement of the Operator to any additional payments calculated, in each case, pursuant to the reconciliation and compensation process specified in Schedule 3.

1.5 The Parties agree and acknowledge that as part of a Funding Review, Welsh Government may review the level of AM (as set out in Schedule 3) and make such adjustments as are reasonable

and necessary to ensure the continued viability of services. The review of the level of AM shall consider available Welsh Government budget, the levels of BES funding being provided to the bus industry and prevailing market conditions.

SCHEDULE 6: FORM OF SERVICE SPECIFICATION

Operator	Service Registrati on Number	Service number	Route description	Peak Vehicle Requirement (PVR)	Typical weekly days of operation	Mon-Sat First outward departure	Mon-Sat Last return departure	Number of departures per day per direction (Mon-Fri / Sat / Sun)	Weekday Peak daytime frequency in minutes

Tudalen 91

SCHEDULE 7: TEMPLATE REGISTER OF VARIATIONS

[Region and Operator Name]

No.	Contracting Authority	Contract Reference	Variation	Approver name	Signature and date of signature
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Adroddiad i'r	Cabinet
Dyddiad y Cyfarfod	19 Ionawr 2021
Aelod/Swyddog Arweiniol	Y Cyngorydd Bobby Feeley, Aelod Arweiniol Lles ac Annibyniaeth
Awdur yr Adroddiad	Gary Williams, Pennaeth Gwasanaethau Cyfriethiol, Adnoddau Dynol a Democrataidd
Teitl:	Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

1. Am beth mae'r adroddiad yn sôn?

Mae'r adroddiad yn sôn am sefydlu Partneriaeth Chwaraeon Gogledd Cymru (ChGC).

2. Beth yw'r rheswm dros lunio'r adroddiad hwn?

Ceisio cefnogaeth y Cabinet mewn egwyddor i sefydlu Partneriaeth Chwaraeon Gogledd Cymru.

3. Beth yw'r Argymhellion?

3.1. Bod y Cabinet yn cefnogi sefydlu Partneriaeth Chwaraeon Gogledd Cymru mewn egwyddor yn amodol ar gymeradwyo'r Cytundeb Rhyng-Awdurdod terfynol.

3.2. Bod Hamdden Sir Ddinbych yn cael ei benodi i gynrychioli'r Cyngor ar Fwrdd Llywodraethu Partneriaeth Chwaraeon Gogledd Cymru gan weithredu fel asiant y Cyngor.

4. Manylion yr Adroddiad

4.1. Chwaraeon Cymru yw'r sefydliad cenedlaethol sy'n gyfrifol am gynyddu cyfranogiad a gwella perfformiad mewn chwaraeon yng Nghymru, ac yn hanesyddol wedi darparu cyllid i bob Awdurdod Lleol a phartneriaid eraill i gynnal nifer o raglenni ac ymyriadau chwaraeon ar draws Gogledd Cymru; gan

gynnwys 'Pobl Ifanc Egnïol' a'r 'Fenter Nofio Am Ddim', sy'n cael eu darparu gan Dîm Wreccsam Egnïol; including 'Active Young People' and the 'Free Swimming Initiative', which are delivered by Wrexham's Active Wrexham Team.

- 4.2. Y Weledigaeth ar gyfer Chwaraeon yng Nghymru yw trawsnewid Cymru i fod yn 'Genedl Egniol', a gefnogir gan Strategaeth Chwaraeon Cymru, sy'n rhagweld Cymru lle mae pawb yn Egniol, a dyma oedd y man cychwyn i sefydlu Strategaeth Fuddsoddi Mewn Partneriaid Chwaraeon Cymru.
- 4.3. Mewn ymateb i'r Strategaeth hon, sefydlwyd partneriaeth gydweithredol yn 2018, gyda'r dasg o ddatblygu gweledigaeth ac achos busnes a rennir, gan arwain at ffurfio Chwaraeon Gogledd Cymru – mae'r tri phartner ar ddeg yn cynnwys chwe awdurdod gogledd Cymru, Betsi Cadwaladr, Iechyd Cyhoeddus Cymru, Cymdeithasau Tai, Prifysgolion, GwE, a Chwaraeon Anabledd Cymru – sydd wedi cydweithio i ddatblygu Achos Busnes a rennir a gweledigaeth a rennir: *'Grymuso ein cymunedau yng Ngogledd Cymru i fod yn fwy egniol, gan arwain at fywydau iachach a hapusach'*
- 4.4. Y bwriad yw y bydd pum sefydliad rhanbarthol ar draws Cymru yn y dyfodol, fodd bynnag Chwaraeon Gogledd Cymru fydd y rhanbarth beilot, a bydd y strwythurau a phrosesau a gyflwynir wrth sefydlu Chwaraeon Cymru yn cynnig y gwersi wrth ffurfio'r pedwar corff rhanbarthol arall.
- 4.5. Cyflwynwyd yr Achos Busnes a gytunwyd arno i Chwaraeon Cymru ei ystyried a phenderfynu arno yn eu Bwrdd ar 26 Tachwedd 2020. Mae pob partner (Cyngor Sir Ynys Môn/Isle of Anglesey County Council, Cyngor Gwynedd/Gwynedd Council, Cyngor Sir Ddinbych/Denbighshire County Council, Cyngor Sir y Fflint/Flintshire County Council, Cyngor Bwrdeistref Sirol Conwy/ Conwy County Borough Council, Bwrdd Iechyd Prifysgol Betsi Cadwaladr/Betsi Cadwaladr University Health Board, GwE (Consortium Addysg Rhanbarthol), Chwaraeon Anabledd Cymru/Disability Sport Wales, Iechyd Cyhoeddus Cymru / Public Health Wales, Prifysgol Bangor/Bangor University, Glyndŵr Wreccsam / Wrexham Glyndŵr University, Cymdeithasau Tai Rhanbarthol/ Regional Housing Associations) ar hyn o bryd yn ceisio cymeradwyaeth ffurfiol gan eu sefydliadau unigol i gefnogi sefydlu Chwaraeon Gogledd Cymru. Paratowyd adroddiad templed i'w gyflwyno i bob corff partner ac mae ynghlwm fel Atodiad 1 i'r adroddiad hwn. Atodwyd Penawdau'r Telerau ar gyfer y Cytundeb Rhyng-

Awdurdod at yr adroddiad templed a bydd angen i bob un o'r partneriaid gytuno iddo.

- 4.6. Os caiff Chwaraeon Gogledd Cymru ei gymeradwyo, bydd y cyllid cronus gan Chwaraeon Cymru (Tua £2.7 miliwn y flwyddyn i'r rhanbarth yn ôl yr amcangyfrif) yn cael ei gyfeirio drwy Chwaraeon Gogledd Cymru a'r Bwrdd Partneriaeth fydd yn gwneud penderfyniadau ar fuddsoddiadau blaenoriaeth gyda goruchwyliaeth gan y Bwrdd Llywodraethu. Cyfanswm dangosol y cyllid 5 mlynedd ar gyfer Chwaraeon Gogledd Cymru o 2021/22 i 2025/26 yw £13,529,494.
- 4.7. Mae'r bartneriaeth gydweithredol wedi cytuno i fabwysiadu dull 'model cynnal' gan awdurdod lleol yn unol ag adran 2 Deddf Llywodraeth Leol 2000 ac adran 11 Deddf Llywodraeth Leol 1972, lle mae Aelodau awdurdod lleol yn sefydlu Cytundeb Llywodraethu Rhyng-Awdurdod, sy'n amlinellu'n glir eu rolau a'r cyfrifoldebau mewn perthynas â llywodraethu a strwythur Chwaraeon Gogledd Cymru.
- 4.8. Yn sgil y model llywodraethu a gynigiwyd, mae angen nodi Sefydliad Cynnal i gefnogi'r gwaith cydweithredol hwn, ac, yn dilyn gweithdai ymgysylltu â phartner, cofrestrodd CBS Conwy ddiddordeb mewn bod yn Awdurdod Cynnal, ac mae wedi cyflwyno Achos Busnes i gyflawni'r rôl am gyfnod cychwynnol o bum mlynedd. Cynigir felly mai CBS Conwy fydd yr Awdurdod Cynnal.
- 4.9. Bydd Bwrdd Llywodraethu ChGC yn cynnwys cynrychiolwyr o bob un o chwe awdurdod lleol Cymru. Cynigir bod Hamdden Sir Ddinbych yn cynrychioli'r Cyngor yn y Bwrdd, gan weithredu fel asiant y Cyngor. Gall unrhyw benderfyniadau sylweddol sy'n rhaid i'r Bwrdd ei wneud eu cyflwyno drwy brosesau gwneud penderfyniadau'r Cyngor i'w cadarnhau. Bydd Hamdden Sir Ddinbych yn adrodd ar waith y Bwrdd drwy'r cyfarfodydd rheoli contract presennol a'r Bwrdd Llywodraethu Strategol.

5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?

Bydd y ddarpariaeth gweithgareddau a ariennir gan Chwaraeon Gogledd Cymru'n cyfrannu at les corfforol trigolion o bob oed.

6. Faint fydd hyn yn ei gostio a sut y bydd yn effeithio ar wasanaethau eraill?

Ar hyn o bryd, mae Chwaraeon Cymru'n darparu cyllid ar wahân yn uniongyrchol i'r chwe awdurdod lleol yn ogystal â sefydliadau eraill, sydd yna'n gyfrifol am wariant yn eu hardaloedd unigol. Fodd bynnag, os caiff Chwaraeon Gogledd Cymru ei gymeradwyo, bydd y cyllid cronus gan Chwaraeon Cymru (Tua £2.7 miliwn y flwyddyn i'r rhanbarth yn ôl yr amcangyfrif) yn cael ei gyfeirio drwy Chwaraeon Gogledd Cymru a'r Bwrdd Partneriaeth fydd yn gwneud penderfyniadau ar flaenoriaethau buddsoddi gyda goruchwyliaeth gan y Bwrdd Llywodraethu.

Y cyfanswm cyllid dangosol am 5 mlynedd ar gyfer Chwaraeon Gogledd Cymru o 2021/22 i 2025/26 yw £13,529,494. Mae hyn ar gyfer chwaraeon cymunedol, nofio am ddim; cynllun grantiau lleol y Loteri, cronfa Arloesi; a chefnogaeth weithredol strategol. (Bydd y Cronfeydd Loteri ac Arloesi yn cael eu cynnal a'u gweinyddu gan Chwaraeon Cymru ond byddant ar gael i Chwaraeon Cymru eu tynnu i lawr yn eu herbyn).

7. Beth yw prif gasgliadau'r Asesiad o'r Effaith ar Les?

Mae ChGC wedi ymgymryd ag asesiadau mewnol o Weledigaeth ChGC yn erbyn Deddf Llesiant Cenedlaethau'r Dyfodol (Cymru) 2015 yn ogystal â blaenoriaethau a deilliannau Strategaeth Chwaraeon Cymru. Bydd gan Bartneriaeth ChGC effaith gadarnhaol ar saith amcan Deddf Llesiant Cenedlaethau'r Dyfodol, gan ddarparu gweledigaeth Chwaraeon Cymru. O ganlyniad, ni chwblhawyd Asesiad o'r Effaith ar Les ar wahân.

8. Pa ymgynghoriadau sydd wedi'u cynnal gyda Chraffu ac eraill?

Ymgysylltwyd â'r partneriaid/budd-ddeiliaid canlynol:

- Cyngor Sir Ynys Môn/Isle of Anglesey County Council
- Cyngor Gwynedd/Gwynedd Council
- Cyngor Sir Ddinbych/Denbighshire County Council
- Cyngor Sir y Fflint/Flintshire County Council
- Cyngor Bwrdeistref Sirol Conwy/Conwy County Borough Council
- Bwrdd Iechyd Prifysgol Betsi Cadwaladr/Betsi Cadwaladr University Health Board

- GwE (Consortium Addysg Rhanbarthol)
- Chwaraeon Anabledd Cymru/Disability Sport Wales
- Iechyd Cyhoeddus Cymru/Public Health Wales
- Prifysgol Bangor/Bangor University
- Prifysgol Glyndŵr Wrecsam / Wrexham Glyndwr University
- Adra
- Cartrefi Conwy
- Wales and West Housing, Cymdeithas Tai Clwyd Alun
- Cymdeithas Tai Grŵp Cynefin
- Tai Gogledd Cymru (North Wales Housing)
- Cartrefi Cymunedol

9. Datganiad y Prif Swyddog Cyllid

Ni fydd lefel y cyllid yn newid yn sgil y trefniadau newydd. Fodd bynnag, mae perygl wrth symud ymlaen na fydd y blaenoriaethau rhanbarthol yn cyd-fynd â rhai lleol a allai olygu y bydd angen buddsoddiad pellach er mwyn cwrdd â'r blaenoriaethau lleol hynny. Bydd cael cynrychiolaeth adeiladol a chryf ar Fyrddau Chwaraeon Gogledd Cymru yn helpu lliniaru'r risg honno.

10. Pa risgiau sydd yna ac oes yna unrhyw beth y gallwn ei wneud i'w lleihau?

Mae perygl os na fydd y Cyngor yn rhan o Bartneriaeth Chwaraeon Gogledd Cymru, na fydd mewn sefyllfa i ddylanwadu ar drawsnewid chwaraeon yng Ngogledd Cymru a sicrhau fod Sir Ddinbych yn parhau i dderbyn buddsoddiad i ddatblygu cyfranogiad mewn chwaraeon a gweithgarwch corfforol.

11. Pŵer i wneud y Penderfyniad

A2 Deddf Llywodraeth Leol 2000

a111 Deddf Llywodraeth Leol 1972

Mae tudalen hwn yn fwriadol wag

Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Adroddiad Cryno

Drafft

Hydref 2020

Tudalen 99



Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

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Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

1. Pwrpas

- 1.1. I ofyn am gymeradwyaeth i XXXX i gefnogi sefydliad Partneriaeth Chwaraeon Gogledd Cymru (ChGC).
- 1.2. I ofyn am gymeradwyaeth i XXXX fod yn bartner yn Chwaraeon Gogledd Cymru ac / neu gynrychioli XXXX ar Fwrdd Llywodraethu ChGC.

2. Cefndir a chyd-destun

2.1. Y cyd-destun y tu ôl i ffurfio ChGC yw'r Weledigaeth genedlaethol ar gyfer Chwaraeon yng Nghymru, sy'n edrych i drawsffurfio Cymru yn Genedl Egnïol (<https://gweledigaethargyferchwaraeon.cymru/>) yn ogystal â Strategaeth Chwaraeon Cymru sy'n dychmygu Cymru lle mae pawb yn actif (<https://www.chwaraeon.cymru/strategaeth-chwaraeon-cymru/>). Dyma'r man cychwyn ar gyfer Strategaeth Buddsoddiad gan Bartneriaid Chwaraeon Cymru, a'r rhesymeg y tu ôl i ChGC.

2.2. Mae Gweledigaeth ChGC wedi ei datblygu trwy gyfrwng ein partneriaeth cydweithredol newydd a chyffrous. Mae'r bartneriaeth yn cynnwys nifer o fudiadau sefydledig sy'n gweithredu ledled y rhanbarth; mae'r rhain yn sefydliadau sy'n rhannu uchelgais ar y cyd i weithio gyda'i gilydd ac achosi newid ac effaith sylweddol fydd o fudd i bobl Gogledd Cymru

'Grymuso ein cymunedau yng Ngogledd Cymru i fod yn fwy egnïol, gan fyw bywydau iachach a hapusach'

2.3. Mae ein dull cydweithredol yn adlewyrchu'r ffaith na all yr un sefydliad gyflawni'r uchelgais hon ar ei ben ei hun ac mae'n hanfodol ein bod yn gweithio mewn partneriaeth â chymunedau a sefydliadau eraill yn y sector cyhoeddus, y sector preifat a'r trydydd sector i alluogi'r gwelliannau hyn

3. Cynnydd ChGC hyd yma

3.1. Wrth ymateb i'r weledigaeth newydd ar gyfer gwaith rhanbarthol, mae ChGC wedi bod trwy nifer o gamau datblygol pwysig ers haf 2018. I grynhoi, bu iddo:

- i) Gael caniatâd ffurfiol Awdurdodau Lleol i fwrw ymlaen â Datganiad o Ddiddordeb ac Achos Busnes dilynol.
- ii) Cynnal Gwerthusiad Opsiynau ar y modelau llywodraethu mwyaf addas.
- iii) Consensws datblygedig o ran y math o arweinyddiaeth sydd ei angen h.y. awdurdod lletya am gyfnod cychwynol o bum mlynedd

Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

- iv) Darn o fewnwelediad datblygedig i adnabod y prif faterion rhanbarthol, eu trefnu yn unol â'r deilliannau ac adnabod y partneriaid darparu / prosiectau sy'n gallu cynnig y datrysiadau arloesedd.

3.2. Ymhen pum mlynedd, rhagwelir y bydd ChGC wedi ei sefydlu'n gadarn fel corff rhanbarthol effeithiol a chydnerth. Caiff ei ystyried fel corff sy'n darparu arweinyddiaeth, mewnwelediad a throsolwg eglur i annog a chefnogi arloesedd a herio yn effeithiol i'r rhai hynny sy'n darparu ledled y rhanbarth. Bydd ChGC yn ychwanegu gwerth ac yn gyrru newid mewn comisiynu a darparu cymunedol trwy weithio'n agosach â, ac o fewn, y cymunedau hynny. O ganlyniad i waith ChGC, gwelir tystiolaeth o newid gwirioneddol a budd o i'r holl gymunedau ledled Gogledd Cymru trwy system fesur allbwn a deiliant cyffredin. Bydd y Fframwaith Rheoli Perfformiad yn cael ei ddatblygu i gefnogi cydweithrediad ChGC ar draws y sector ac yn seiliedig ar ddysgu a thystiolaeth ac effaith. Bydd yr hyn a ddysgir o'r broses hon yn allweddol o ran cyflawni yn y dyfodol

Trosoglwyddo o'r trefniadau cyflenwi presennol i Bartneriaeth ChGC

Mae'r Fframwaith Deilliannau Strategol yn cyfrannu at Gynllun Trosoglwyddo 2020/21 Achos Busnes Blwyddyn 1 ChGC.

Yn dilyn y gweithdai ymgysylltu â phartneriaid a ffurfio'r Fframwaith Deilliannau Strategol, datblygwyd Cynllun Rhanbarthol cyntaf Gogledd Cymru. Cafodd y cynllun hwn ei ddatblygu a'i hysbysu trwy gyflwyno chwe chynllun unigol gan Awdurdodau Lleol ar gyfer 2020/21, yn manylu ar yr ymrwymiad a'r ymagwedd leol tuag at roi Fframwaith Strategol newydd Chwaraeon Gogledd Cymru ar waith. Mae'r cynlluniau ALI hyn yn cyd-fynd â'r Fframwaith Deilliannau Strategol; maent yn amlygu'r defnydd o fewnwelediad, data a gwybodaeth oedd yn bwydo i fewn i gynlluniau a blaenoriaethau'r ALIau unigol, yn unol â Bwriad Chwaraeon Gogledd Cymru ac ymagweddau o fewn y Fframwaith Strategol.

4.3. Mae'r prif egwyddorion a ganlyn yn tanategu'r Fframwaith Deilliannau Strategol, y Cynllun Rhanbarthol a chynlluniau'r ALIau:

- **Bydd partneriaid yn ymrwymo i weithio â Chwaraeon Gogledd Cymru (ChGC) ar ddatblygiad parhaus dealltwriaeth a rennir o sut y bydd arweinyddiaeth, cynllunio a darparu rhanbarthol cydweithredol yn edrych wrth symud ymlaen; wrth ystyried cydweithredu rhanbarthol, bydd yn sylfaenol sicrhau bod hyn yn digwydd ar bob lefel ac i bob cyfeiriad posibl fel bod blaenoriaethau, y meddwl am y ffordd orau o fynd i'r afael â'r rhain a rhannu dysgu yn rhan annatod o Bartneriaeth ChGC a'r cyffiniau.**
- **Mae partneriaid yn cydnabod y bydd penderfyniadau'r dyfodol yn cael eu gwneud ar sail mewnwelediad a dysgu ar y cyd, gan adeiladu ar agweddau llwyddiannus o'r system ddarparu bresennol ledled Gogledd Cymru, yn ogystal â chwrdd â'u hanghenion lleol;**
- **Bydd 2021-22 yn flwyddyn drosglwyddo, lle bydd angen i'r holl bartneriaid gyfrannu ar y cyd ac yn rhagweithiol yn ystod y cyfnod, er mwyn sicrhau bod gennym ddull gweithio gwirioneddol gydweithredol a chydlynol yng Ngogledd Cymru; a**
- **Partneriaid i barhau i ystyried eu Cynlluniau Nofio am ddim o fewn cyd-destun Chwaraeon Gogledd Cymru, ac i barhau i ymrwymo i gydweithio â Thîm Chwaraeon Gogledd Cymru a'r Prosiect, Chwaraeon Cymru a Nofio Cymru.**

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4.4. Y Prif Egwyddorion o ran ariannu ALIau Gogledd Cymru yn 2021/2022 fel rhan o'r cyfnod trosglwyddo fydd:

- **Bydd partneriaid ALI yn ymrwmo i weithio â Chwaraeon Gogledd Cymru (ChGC) ar ddatblygiad parhaus dealltwriaeth a rennir o sut y bydd arweinyddiaeth, cynllunio a darparu rhanbarthol cydweithredol yn edrych wrth symud ymlaen;**
- **Mae partneriaid ALI yn cydnabod y bydd penderfyniadau'r dyfodol yn cael eu gwneud ar sail mewnwelediad a dysgu ar y cyd, gan adeiladu ar agweddau llwyddiannus o'r system ddarparu bresennol ledled Gogledd Cymru, yn ogystal â chwrrd â'u hanghenion lleol;**
- **Bydd 2021-22 yn gyfnod o drosglwyddo at ffordd newydd o weithio. Bydd angen i'r holl bartneriaid ALI gyfrannu ar y cyd ac yn rhagweithiol yn ystod y cyfnod, er mwyn sicrhau bod gennym ddull gweithio gwirioneddol gydweithredol a chydlynol yng Ngogledd Cymru.**

4.5 Wrth i ChGC gasglu momentwm bydd rhifynnau o'r Cynllun Rhanbarthol yn y dyfodol yn cael eu llywio gan y partneriaid cydweithredol a chomisiynu ehangach a fydd gyda'i gilydd yn cefnogi gweithredu'r weledigaeth ranbarthol.

Mewn ymarferion cynllunio rhanbarthol yn y dyfodol, bydd y broses o ddatblygu'r Cynllun Rhanbarthol yn ehangach nag awdurdodau lleol yn unig.

Awdurdod Iletya – CSB Conwy

Cydnabuwyd yn gynnar y byddai angen cefnogaeth sefydliad Iletya ar gyfer y cyfnod trosglwyddo a blynyddoedd cynnar ChGC. Mae hyn oherwydd tri phrif reswm:

- **Bydd yn galluogi i ChGC, trwy'r Cyfarwyddwr Rhanbarthol, i ganolbwyntio ar sefydlu'r bartneriaeth a'r deilliannau sydd i'w cyflawni, yn hytrach na recriwtio staff i ddarparu cefnogaeth 'swyddfa gefn'**
- **Bydd yn galluogi i ni ddysgu am ChGC fel partneriaeth er mwyn datblygu dysg mewnol ynghylch natur a graddau'r adnoddau sydd eu hangen yn fewnol, a pha rai y gellir eu cael yn allanol**
- **Bydd yn galluogi dealltwriaeth o'r cychwyn cyntaf ynghylch y gyllideb ar gyfer gweithredu'r sefydliad fel rhywbeth ar wahân i hwnnw sy'n canolbwyntio ar gydweithredu i gyflawni deilliannau sydd wedi eu hadnabod**

5.2 Cyfrifoldeb Cyngor Bwrdeistref Sirol Conwy (CCBC) fydd cynnal ChGC ar y cychwyn; cytunwyd ar hyn trwy broses gystadleuol lle gwahoddwyd partïon â diddordeb i gynnig i fod y sefydliad cynnal.

5.3 Cytunodd Aelodau ChGC mai CBSC fydd yr awdurdod arweiniol ar gyfer pum mlynedd cyntaf y Bartneriaeth. Rôl CBSC yn benodol yw:

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- **Bod yn awdurdod lletya ac arweiniol, a chorff atebol, i Gydweithrediad Chwaraeon Gogledd Cymru;**
- **Bod yn gyfrifol am benodiad a chyflogaeth y Cyfarwyddwyr Rhanbarthol;**
- **Fel awdurdod lletya ac arweiniol, derbyn cyfran gytunedig o arian Chwaraeon Cymru i gyfrannu at swydd y Cyfarwyddwyr Rhanbarthol a swyddogaeth CBSC fel yr awdurdod lletya ac arweiniol;**
- **Fel awdurdod lletya'r Cydweithrediad, bod yn brif gyswllt ar gyfer ymgysylltu â Chwaraeon Cymru mewn perthynas ag arian Chwaraeon Cymru, ac ymlyniad at ofynion llywodraethu Chwaraeon Cymru ar ran y Gydweithrediad;**
- **Rheoli Cyfrif ChGC a bod yn gyfrifol am ddyrannu arian o Gyfrif ChGC yn unol â phenderfyniadau'r Bwrdd Llywodraethu;**
- **Ymgysylltu â gweithwyr mewn swyddi sy'n ymwneud â rheoli a gweithredu'r Cydweithrediad;**
- **Sicrhau y caiff cyfarfodydd Bwrdd y Bartneriaeth a'r Bwrdd Llywodraethu eu cynnal yn unol â'r darpariaethau ar gyfer y bwrdd a nodir yn Atodiad 1**

5.2. Yn ychwnaegol i'r uchod, bydd CSBC yn cynnig cefnogaeth weinyddol i ChGC.

6. Fframwaith Llywodraethu a Chyfreithiol

6.1 Mae'r Penawdau Telerau drafft ar gyfer Partneriaeth ChGC wedi'u nodi'n llawn yn Atodiad 1.

6.2 Yn unol ag adran 2 Deddf Llywodraeth Leol 2000 ac adran 111 Deddf Llywodraeth Leol 1972 bydd Aelodau ChGC yn ymrwymo i'r Cytundeb Llywodraethu Rhyng-Awdurdod i nodi'n glir eu rolau a'u cyfrifoldebau mewn perthynas â llywodraethu a strwythur ChGC.

6.3 Bydd Partneriaid ChGC yn ymuno â'r Bartneriaeth a'r Penawd Telerau am dymor cychwynnol o bum mlynedd o'r dyddiad y gweithredir y Cytundeb yn ddilys gan Aelodau ChGC.

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7. Cyllid

- 7.1 Ar hyn o bryd, mae Chwaraeon Cymru yn darparu cyllid ar wahân yn uniongyrchol i'r chwe awdurdod lleol, sydd wedyn yn gyfrifol am wario yn eu priod ranbarthau. Fodd bynnag, os caiff ChGC ei gymeradwyo, bydd yn derbyn cyllid cronus gan Chwaraeon Cymru (amcangyfrifir oddeutu £ 2.7m miliwn y flwyddyn ar gyfer y rhanbarth) a bydd yn penderfynu sut y caiff yr arian hwn ei wario ledled rhanbarth Gogledd Cymru.
- 7.2 Mae'n eglur i ChGC fod cyfanswm dangosol y cyllid ar gyfer Chwaraeon Gogledd Cymru ar gyfer y pum mlynedd rhwng 2021-22 a 2025-26 fel a ganlyn:

Tabl 7.1: Cyfanswm cyllid dangosol 5 mlynedd ar gyfer Chwaraeon Gogledd Cymru o 2021-22 to 2025-26:

	Chwaraeon Gogledd Cymru	Disgrifiad
Trysorlys LIC	£4,540,307	Adnodd er mwyn rhoi dechrau da i bob person ifanc trwy ddarparu gweithgareddau sy'n canolbwyntio ar yr unigolyn. (Ar hyn o bryd, mae hwn yn ariannu chwaraeon cymunedol ac fe'i defnyddir i gyflogi staff - cyllideb Pobl Ifanc Egniol).
Buddsoddiad Nofio am Ddim	£1,617,750	Arian pridiannol i gyflawni gofynion y Cynllun Nofio am Ddim
Loteri - cynllun grantiau lleol	£4,608,937	Cyllideb Loteri: Cyllideb gomisiynu i gefnogi cyfleoedd datblygu lleol gyda darpariaeth sy'n cyd-fynd â Gweledigaeth Chwaraeon Cymru. (Mae hyn yn cynnwys y Gist Gymunedol bresennol a dyraniad o gyllidebau Grantiau Datblygu
Cronfa Arloesi	£2,187,500	Cyllideb Loteri: Cyllideb gomisiynu i gefnogi cyfleoedd cydweithredol ac arloesol newydd sy'n cyd-fynd â'r Weledigaeth Chwaraeon tra'n cyflawni blaenoriaethau lleol / rhanbarthol. Caiff yr adnodd hwn ei ddefnyddio fel arf i sicrhau arian cyfatebol.
Cefnogaeth Gweithredu Strategol	£575,000	Cefnogi swyddogaeth strategol y bartneriaeth trwy arweinyddiaeth, datblygu mewnwelediad a chefnogi gweithredu.
Cyfanswm dros 5 mlynedd	£13,529,494	

* Bydd y Gronfeydd Loteri ac Arloesi yn cael eu dal a'u gweinyddu gan Chwaraeon Cymru ond byddant ar gael i ChGC dynnu yn eu herbyn.

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- 7.3 Crynhoir cyllideb ddrafft ar gyfer 5 mlynedd gychwynnol ChGC yn Atodiad 2. Mae hwn yn nodi'r incwm hysbys ar gyfer ChGC a chyllid ychwanegol trwy ffynonellau masnachol neu ffynonellau eraill y mae gan ChGC uchelgais eu codi ynghyd â'r Costau Prosiect a'r Costau Lletya diffiniedig a ddosrannir iddynt Conwy.

8. Amserlen a Phroses Gymeradwyo

- 8.1 Mae ChGC yn cyflwyno'r achos busnes hwn i Chwaraeon Cymru ym mis Hydref 2020 i'w asesu, i baratoi ar gyfer Bwrdd Chwaraeon Cymru ar 26 Tachwedd 2020.

- 8.2 Gofynnir i bartneriaid gadarnhau eu cefnogaeth i sefydlu Partneriaeth Chwaraeon Gogledd Cymru (ChGC) mor agos at y dyddiad uchod â phosibl.

DRAFT

Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Atodiad 1: Penawdau Telerau Cytundeb Llywodraethu Rhyng-Awdurdod Cydweithrediad Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol
1.	Partïon	Cyngor Bwrdeistref Sir Conwy o Bodlondeb, Conwy Gogledd Cymru, LL32 8DU (" CBSC "); Cyngor Sir Dinbych o Wynnstay Road, Ruthin, LL15 1YN; Cyngor Sir Fflint o County Hall, Wyddgrug, Fflint CH7 6NB; Cyngor Gwynedd o Pencadlys, Stryd y Castell, Caernarfon, Gwynedd, LL55 1SE; Cyngor Sir Ynys Mon o Swyddfeydd y Cyngor Llangefni, Ynys Mon LL77 7TW; Cyngor Bwrdeistref Wrecsam o 16 Lord Street, Wrecsam LL11 1LG; Bwrdd Iechyd Prifysgol Betsi Cadwaladr o Ysbyty Wrexham Maelor, Croesnewydd Road, Wrecsam, LL13 7TD; Prifysgol Bangor o Ffordd y Coleg, Bangor, LL57 2DG Prifysgol Glyndwr Wrecsam o Mold Road, Wrecsam, LL11 2AH Chwaraeon Anabledd Cymru o Canolfan Genedlaethol Chwaraeon Cymru, Caerdydd, CF11 9SW GwE o Bryn Eirias, Ffordd Abergele, Bae Colwyn, LL29 8BY Iechyd Cyhoeddus Cymru o 2 Capital Quarter, Tyndall Street, Caerdydd, CF10 4BZ Adra o Tŷ Coch, Llys y Dderwen, Parc Menai, Bangor, LL57 4BL Tai Gogledd Cymru o Plas Blodwel, Broad Street, Cyffordd Llandudno, Conwy, LL31 9HL. Tai Wales & West o Tŷ Draig, St. David's Park, Ewloe, Deeside. CH5 3DT Grwp Cynefin o Ty Silyn, Penygroes, Gwynedd. Cartrefi Conwy o Morfa Gele, Parc Busnes Gogledd Cymru, Cae Eithin, Abergele, LL22 8LJ ClwydAlyn o 72 Ffordd William Morgan, Parc Busnes Llanelwy, Llanelwy, Dinbych. LL17 0JD pob un yn " Aelod ChGC " a gyda'i gilydd yn " Aelodau ChGC " (ac eithrio lle mae wedi'i ddiffinio'n unigol).
		2.

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Rhif	Darpariaeth	Rhwymedigaethau materol
Tudalen 108		<p>arian cronus gan Chwaraeon Cymru (amcangyfrif o oddeutu £13.14 dros bum mlynedd y cytundeb) (“Dyranid Chwaraeon Cymru”), ac yn penderfynu ar sut y caiff yr arian hwn ei wario ar draws rhanbarth Gogledd Cymru.</p> <p>Rhagwelir y bydd ffurfio'r Cydweithredfa yn hwyluso gwariant ar draws plattform ehangach ac yn cefnogi gweledigaeth Chwaraeon Gogledd Cymru i "rymuso ein cymunedau yng Ngogledd Cymru i fod yn fwy egnïol a byw bywydau hapusach ac iachach" (sydd yn ei thro yn cyd-fynd â strategaeth Chwaraeon Cymru ac yn y pen draw yn cyfrannu at y weledigaeth sector gyfan o "genedl egnïol lle mae pawb yn gallu mwynhau chwaraeon am oes".)</p> <p>Er bod partïon yn y Cydweithrediad wedi'u nodi ym mharagraff 1 o'r Pennawd Telerau hyn, mae'r Cytundeb Cydweithio ("Cytundeb") yr ymrwymwyd iddo gan Aelodau ChGC yn cynnwys Proses Cymeradwyo Prosiect (gweler paragraff 10) lle mae Aelodau ChGC a sefydliadau cyflawni eraill, fel clybiau chwaraeon yng Ngogledd Cymru ("Sefydliadau Cyflenwi") yn gallu gwneud cais am arian gan Chwaraeon Gogledd Cymru i gefnogi prosiectau chwaraeon lleol a rhanbarthol ledled Gogledd Cymru.</p> <p>Er mwyn cefnogi'r achos busnes i ffurfio ChGC, mae angen i Aelodau ChGC gyflwyno fframwaith gyfreithiol a llywodraethu gyda'u hachos busnes, er mwyn dangos fod strwythur cadarn yn ei le fydd yn sicrhau bod Aelodau ChGC wedi eu cynrychioli a bod ganddynt broses gwneud penderfyniadau sydd yn effeithiol ac a fydd yn cefnogi'r gwaith o gyflawni'r:</p> <ol style="list-style-type: none">1) Amcanion;2) y Weledigaeth;3) Fframwaith Llywodraethu ac Arweinyddiaeth Chwaraeon Cymru; a4) Fframwaith Galluedd Chwaraeon Cymru. <p>Yn unol ag adran 2 Deddf Llywodraeth Leol 2000 ac adran 111 Deddf Llywodraeth Leol 1972, os caiff yr achos busnes dros Chwaraeon Gogledd Cymru ei gymeradwyo gan Chwaraeon Cymru, bydd Aelodau ChGC yn ymrwymo i'r Cytundeb sy'n nodi'n glir eu rolau a'u cyfrifoldebau mewn perthynas â'r llywodraethu a strwythur cydweithrediad Chwaraeon Gogledd Cymru, fel y nodir yn y Pennawd Telerau hyn.</p> <p>Cytuna'r partïon y byddai'r darpariaethau sydd wedi eu cynnwys yn y Penawdau Telerau yn llywodraethu'r berthynas rhwng y partïon yng nghydweithredfa ChGC, pe byddai'n cael ei gymeradwyo gan Chwaraeon Cymru.</p> <p>Bydd Chwaraeon Gogledd Cymru yn cynnwys dau fwrdd:</p> <ol style="list-style-type: none">1) Bwrdd Llywodraethu sydd ag aelodau o'r chwe awdurdod lleol yng Ngogledd Cymru; a2) Bwrdd Partneriaeth sydd â chynrychiolaeth ehangach o'r sector cyhoeddus yng Ngogledd Cymru (awdurdodau lleol, iechyd, addysg, tai a chydaddoldebau) yn ogystal ag aelodau annibynnol a benodir ar sail eu sgiliau. <p>Mae'r Bwrdd Partneriaeth yn eistedd o dan y Bwrdd Llywodraethu ac mae ganddo ffocws mwy gweithredol, (gweler adran 8 isod) sy'n gyfrifol am weithredu gweledigaeth strategol Chwaraeon Gogledd Cymru a sicrhau bod Amcanion Chwaraeon Gogledd Cymru yn cael</p>

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Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol
Tudalen 409		<p>eu symud ymlaen yn llwyddiannus ledled y rhanbarth, ond gyda lleol effaith, tra bydd y Bwrdd Llywodraethu yn goruchwyllo llywodraethu Chwaraeon Gogledd Cymru a gweithgareddau'r Bwrdd Partneriaeth (gweler adran 7 isod).</p> <p>Y rheswm dros gael dau fwrdd yw bod ChGC wedi cytuno i fabwysiadu dull 'model lletyol' awdurdod lleol yn unol ag adran 2 Deddf Llywodraeth Leol 2000 ac adran 111 Deddf Llywodraeth Leol 1972. Mae hyn yn ei gwneud yn ofynnol i Aelodau Awdurdod Lleol ChGC ymrwymo i'r Cytundeb Llywodraethu Rhyng-Awdurdod, sy'n nodi'n glir eu rolau a'u cyfrifoldebau mewn perthynas â llywodraethu a strwythur ChGC. Yn hytrach na chael un bwrdd â phwerau gwneud penderfyniadau yn cael ei ddal yn ganolog gan y chwe Awdurdod Lleol cytunwyd i gyflwyno ail fwrdd (y Bwrdd Partneriaeth) a fyddai ag awdurdod i weithredu'r weledigaeth ar gyfer ChGC ac a allai ennyn cynrychiolaeth ehangach o'r bartneriaeth ranbarthol fel yn ogystal ag aelodau bwrdd annibynnol sy'n seiliedig ar sgiliau. Mae'r dull byrddau deuol yn sicrhau craffu ac atebolrwydd digonol ar gyfer gweithgareddau strategol a gweithredol, gyda amlinelliad clir rhwng y ddau.</p> <p>Bydd Cyfarwyddwr Rhanbarthol, a gyflogir gan CBSC, yn gyfrifol am berfformiad a llwyddiant Chwaraeon Gogledd Cymru a bydd yn gweithredu fel cyswllt rhwng y Bwrdd Partneriaeth a Llywodraethu (gweler adran 9 isod).</p>
	Tymor	<p>Tymor cychwynnol o bum mlynedd o'r dyddiad y gweithredir y Cytundeb yn ddilys gan Aelodau ChGC.</p> <p>Yn gallu cael ei estyn trwy gytundeb Aelodau ChGC a Chwaraeon Cymru gyda hyd yr estyniad hefyd i'w gytuno gan Aelodau ChGC.</p>
409	Amcanion Gwerthoedd Chwaraeon Gogledd Cymru	<p>a</p> <p>Amcanion Chwaraeon Gogledd Cymru, sy'n cyd-fynd â Fframweithiau Llywodraethu ac Arweinyddiaeth a Galluedd Chwaraeon Cymru, yw;</p> <ol style="list-style-type: none"> 1. Moderneiddio, gwella a datblygu sector chwaraeon cynaliadwy yng Ngogledd Cymru, gan sicrhau cydbwysedd rhwng arweinyddiaeth a llywodraethu i gyflawni'r Weledigaeth a gosod y cyfeiriad strategol ar gyfer Gogledd Cymru trwy Fyrddau Llywodraethu a Phartneriaeth amrywiol yn seiliedig ar sgiliau; 2. Creu'r amodau sydd eu hangen ar y sector i ymateb yn rhagweithiol ac yn ddeinamig i'r heriau sydd wedi eu gosod ar gyrff cyhoeddus gan Ddeddf Llesiant Cenedlaethau'r Dyfodol (Cymru) 2015 i ystyried effaith hir dymor eu penderfyniadau a blaenoriaethu gweithio gyda phobl a chymunedau; 3. Cynyddu cyfranogiad mewn chwaraeon trwy: <ul style="list-style-type: none"> ➤ ymddwyn gydag uniondeb, atebolrwydd a thryloywder; ➤ blaenoriaethu llwythi gwaith a meysydd all wneud y gwahaniaeth mwyaf; ➤ canolbwyntio ar ymddygiad a diwylliant; ➤ rhoi cyfranogwyr yn ganolog i'r penderfyniadau a wneir a sicrhau dull sy'n canolbwyntio ar y cyfranogwr; ➤ sefydlu sail i drafodaethau ynglŷn a sut y gall Aelodau ChGC wella fel sefydliadau; a ➤ fframwaith ddeilliannau sydd â ffocws ac sy'n targedu plant, oedolion ifanc, oedolion a phobl dros 60 oed. 4. Mynd i'r afael â'r heriau cymdeithasol ac economaidd sy'n wynebu'r sawl sy'n ymwneud â chwaraeon cymunedol; 5. Mynd i'r afael ag anghydraddoldeb mewn chwaraeon a darparu ar gyfer natur amrywiol y sector er mwyn sicrhau diogelwch, lles a llesiant pawb sy'n cymryd rhan mewn chwaraeon;

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Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol
		<p>6. Sicrhau bod ymagwedd gref tuag at gydymffurfiaeth iechyd a diogelwch sy'n treiddio trwy holl weithgareddau'r Gydweithredfa;</p> <p>7. Sicrhau bod safonau diogelu yn cael eu bodloni yn holl feysydd Chwaraeon Gogledd Cymru (gweler Atodiad 5);</p> <p>8. Denu buddsoddiad gan ffynonellau cyllid eraill; a</p> <p>9. Hyrwyddo cydraddoldeb, amrywiaeth, cynaliadwyedd a chynwysoldeb ym mhob gweithred (Gweler Atodiad 6 a 9).</p>
5.	Rhwymedigaethau CSBC	<p>Mae Aelodau ChGC yn gytûn mai CBSC fydd yr awdurdod arweiniol ar gyfer y Tymor llawn.</p> <p>Bydd CBSC, fel yr awdurdod lletya yn:</p> <ol style="list-style-type: none"> 1) gweithredu fel awdurdod arweiniol a lletya, a chorff atebol, i ChGC; 2) yn gyfrifol am benodiad a chyflogaeth y Cyfarwyddwr Rhanbarthol; ("Cyfarwyddwr Rhanbarthol" gweler paragraff 9 isod) a staff cefnogol ychwanegol sy'n ymroddedig i'r Cydweithrediad; 3) yn derbyn cyfran gytunedig o arian Chwaraeon Cymru i gyfrannu at swydd y Cyfarwyddwr Rhanbarthol a swyddogaeth CBSC fel yr awdurdod lletya ac arweiniol; 4) yn gweithredu fel prif gyswllt ar gyfer ymgysylltu â Chwaraeon Cymru mewn perthynas ag arian Chwaraeon Cymru, ac ymlyniad at ofynion llywodraethu Chwaraeon Cymru ar ran y Gydweithrediad; 5) barti cytundebol mewn cytundeb â Chwaraeon Cymru mewn perthynas â Dyraniad Chwaraeon Cymru ar ran Chwaraeon Gogledd Cymru ("Cytundeb Dyraniad Chwaraeon Cymru"); 6) yn barti cytundebol i unrhyw gytundebau cyllido gydag Aelodau ChGC neu Sefydliadau Cyflenwi sydd i dderbyn cyllid mewn perthynas â Phrosiectau a gymeradwywyd naill ai gan y Cyfarwyddwr Rhanbarthol, y Bwrdd Partneriaeth neu'r Bwrdd Llywodraethu; 7) Rheoli Cyfrif ChGC (gweler paragraff 11 isod) a bod yn gyfrifol am ddyrannu cyllid o Gyfrif ChGC fel y penderfynir gan y Bwrdd Llywodraethu; 8) Ymgysylltu â gweithwyr mewn swyddi sy'n ymwneud â rheoli a gweithredu'r Cydweithrediad; 9) Sicrhau y caiff cyfarfodydd Bwrdd y Bartneriaeth a'r Bwrdd Llywodraethu eu cynnal yn unol â'r darpariaethau ar gyfer y bwrdd ac yn unol â rhwymedigaethau penodol CBSC a nodir ym mharagraff 7 ac 8;
6.	Rhwymedigaethau Aelodau ChCG	<p>Bydd Aelodau ChGC yn:</p> <ol style="list-style-type: none"> 1) cyfrannu at gryfder, llwyddiant a chynaliadwyedd Chwaraeon Gogledd Cymru trwy ddyrannu adnoddau digonol i'r Byrddau Partneriaeth a Llywodraethu a gweithio ar y cyd, yn ddiwyll a chydag uniondeb, atebolrwydd a thryloywedd, er budd Gogledd Cymru; 2) cadw at yr Amcanion sy'n gosod yr egwyddorion, y gwerthoedd a'r moesau sy'n berthnasol i holl agweddau ChGC; 3) datblygu siarter gwasanaeth i gwsmeriaid hollgynhwysol, sy'n sicrhau datrysiadau cyflym, effeithiol a chwrtais i gwsmeriaid drwy'r amser; 4) sicrhau bod system TG gweithredol ac effeithlon mewn lle ac yn cael eu cynnal dros gyfnod y cytundeb;

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Rhif	Darpariaeth	Rhwymedigaethau materol
Tudalen 111		<p>5) sicrhau fod y Gydweithredfa yn perfformio mewn modd sy'n hyrwyddo ac yn gwella enw da ChGC a Chwaraeon Cymru fel ei gilydd, a hynny trwy gynllun marchnata eglur sy'n hyrwyddo defnydd a mynediad at chwaraeon;</p> <p>6) cefnogi CBSC gydag unrhyw geisiadau am wybodaeth sydd eu hangen i gefnogi'r Gydweithredfa mewn perthynas ag ymdriniaethau â Chwaraeon Cymru, Llywodraeth Cymru ac unrhyw un arall sy'n rhoi nawdd i ChGC;</p> <p>7) cytuno fod gan CBSC, fel awdurdod lletya ChGC, wedi ei awdurdodi i dderbyn taliad ar gyfer dyfarniad Chwaraeon Cymru i ChGC (sy'n cyfateb i'r dyfarniad a arferai gael ei dalu ar wahân gan Chwaraeon Cymru i bob un o'r chwe awdurdod lleol sy'n aelodau o ChGC);</p> <p>8) sicrhau bod Ceisiadau a gynigir gan Aelodau eraill ChGC neu Sefydliadau Cyflenwi, yn unol â'r Broses Cymeradwyo Prosiectau, yn cael ystyriaeth gyfartal a chymesur;</p> <p>9) sicrhau bod blaenoriaeth yn cael ei rhoi i gynnwys y Cais, a theilyngdod y Cais a'i alinio â'r Weledigaeth a'r Amcanion, yn hytrach na'r Aelod SNW neu'r Sefydliad Cyflawni penodol sydd wedi cyflwyno'r Cais;</p> <p>10) sicrhau fod nifer a graddfa'r Ceisiadau a gyflwynir ganddynt i'r Byrddau Partneriaeth a Llywodraethu yn rhesymol a chymesur;</p> <p>11) cyfeirio holl ymholiadau'r wasg a chyhoeddusrwydd yn ymwneud â ChGC at CBSC neu swyddog y wasg enwebedig a benodir gan Fwrdd Llywodraethu ChGC;</p> <p>12) bod yn gyfrifol am gyflawni'r Prosiectau, unwaith eu bod wedi eu cymeradwyo gan y Bwrdd Llywodraethu, yn unol â'r Cynllun Cyflawni Prosiect, gan dderbyn fod swyddogaeth Chwaraeon Gogledd Cymru yn gyfyngedig i ystyried a chymeradwyo Ceisiadau/Prosiectau a darparu cyllid yn hytrach na chyflawni'r Prosiectau eu hunain;</p> <p>13) Ddarparu unrhyw wybodaeth sydd ei angen ar y Bwrdd Llywodraethu a CBSC i:</p> <ul style="list-style-type: none">a. dystiolaethu fod y cyllid a ddyfarnwyd ar gyfer Prosiect wedi ei wario ar y Prosiect hwnnw;b. tystiolaethu ar gynnydd Prosiect sydd wedi derbyn cymeradwyaeth y Bwrdd Llywodraethu;c. adrodd i Chwaraeon Cymru mewn perthynas â chynnydd Chwaraeon Gogledd Cymru a'r Prosiectau a gymeradwywyd gan y Bwrdd Llywodraethu; ad. cefnogi CBSC i gydymffurfio â Cytundeb Dyraniad Chwaraeon Cymru;e. galluogi i CBSC gyflawni ei rwymedigaethau dan y Cytundeb. <p>14) Cefnogi CBSC i gydymffurfio â Cytundeb Dyraniad Chwaraeon Cymru</p> <p>15) Ad-dalu CBSC am unrhyw gyllid na chaiff ei wario mewn perthynas â'r Prosiect y cymeradwywyd yr arian ar ei gyfer;</p> <p>16) Ad-dalu CBSC am unrhyw gostau neu dreuliau y mae CBSC yn eu hwynebu o ganlyniad i dorri Cytundeb Dyraniad Chwaraeon Cymru a achoswyd gan Aelod ChGC;</p> <p>17) Ymrwmo i unrhyw gytundebau, yn ôl yr angen, mewn perthynas â chyflawni Prosiect yn defnyddio arian a ddyrannwyd yn unol â'r Gydweithredfa;</p> <p>18) Caniatáu i gynrychiolwyr y Bwrdd Llywodraethu gynnal arolygon neu archwiliadau i gefnogi tystiolaeth fod:</p> <ul style="list-style-type: none">a. arian a ddyrannwyd yn cael ei wario yn unol â'r Rhaglen Cyflawni Prosiect; ab. bod Prosiect yn gwneud cynnydd yn unol â'r Cynllun Cyflawni Prosiect a gymeradwywyd gan y Bwrdd Llywodraethu. <p>19) cydnabod Chwaraeon Gogledd Cymru wrth hyrwyddo unrhyw Brosiect sy'n defnyddio arian Chwaraeon Gogledd Cymru ac, fel y bo'n berthnasol, defnyddio unrhyw frandio Chwaraeon Gogledd Cymru;</p> <p>20) cydnabod Chwaraeon Cymru ac, os yn berthnasol, cefnogaeth y Loteri Genedlaethol (neu unrhyw arianwyr dilynol neu eraill) wrth hyrwyddo unrhyw Brosiect sy'n defnyddio arian gan y sefydliadau hyn ac, fel y bo'n berthnasol, defnyddio eu brandio</p>

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Rhif	Darpariaeth	Rhwymedigaethau materol
7.	Bwrdd Llywodraethu	<p>Mae gan y Bwrdd Llywodraethu cytbwys, cynhwysol, amrywiol a medrus ffocws strategol a goruchwylio i sciebau llwyddiant parhaus Chwaraeon Gogledd Cymru yn erbyn yr Amcanion gan oruchwylio'r Bwrdd Partneriaeth.</p> <p>Mae'r Bwrdd Llywodraethu yn cynnwys 1 cynrychiolydd a benodir gan bob un o chwe Aelod ChGC awdurdod lleol sy'n rhan o'r Cydweithrefda.</p> <p>Bydd gan bob un o chwe Aelod ChGC awdurdod lleol yr awdurdod i benodi cynrychiolydd eu swyddogion ar y Bwrdd Llywodraethu gan sicrhau bod eu cynrychiolydd yn cael ei benodi ar sail yr ystod o sgiliau sydd eu hangen i sicrhau Bwrdd Llywodraethu cytbwys, cynhwysol a medrus. Bydd y cynrychiolydd hwn yn "sefydlog" er mwyn sicrhau cysondeb er y gallai fod angen anifeiliaid cyfnewid dros dro mewn rhai amgylchiadau.</p> <p>Penodir cadeirydd gan y Bwrdd Llywodraethu (un o'r chwe cynrychiolydd awdurdod lleol).</p> <p>Bydd y Bwrdd Llywodraethu yn cyfarfod [yn chwarterol] ac yn:</p> <ol style="list-style-type: none">1) Adolygu cynnydd Chwaraeon Gogledd Cymru yn erbyn yr Amcanion ac yn sicrhau fod amcanion Chwaraeon Cymru yn cyd-fynd â rhai Chwaraeon Cymru trwy'r Prosiectau a gymeradwyir gan y Bwrdd Llywodraethu;2) Adolygu cynnydd Prosiectau sydd wedi'u cymeradwyo, yn gyfan (yn hytrach na Phrosiectau unigol), oni bai bod y Prosiect unigol yn cael effaith ranbarthol strategol;3) Adolygu a chymeradwyo Ceisiadau am gyllid gyda gwerth ariannol sydd fwy na £50,000;4) Cadarnhau trefniadau i ddyrannu arian mewn perthynas â Phrosiectau sydd wedi eu cymeradwyo;5) Darparu adborth tryloyw i Fwrdd y Bartneriaeth ynglŷn ag unrhyw Geisiadau sydd wedi eu gwrthod;6) Datrys unrhyw faterion sy'n cael eu codi gan Fwrdd y Bartneriaeth (yn ffurfiol ac yn unol â'r Broses Datrys Anghydfod);7) Gwneud unrhyw benderfyniadau ynglŷn a'r strategaeth gwasanaeth i gwsmeriaid a'r cynllun marchnata sy'n cael eu codi gan Fwrdd y Bartneriaeth;8) Cynorthwyo â phenodiad y Cyfarwyddwr Rhanbarthol, yn ôl y gofyn gan CBSC, os nad yw'r Cyfarwyddwr Rhanbarthol eisoes wedi ei benodi gan CBSC, neu gynorthwyo â phenodi Cyfarwyddwr Rhanbarthol newydd (eto, yn ôl y gofyn gan CBSC);9) Cynorthwyo Cyfarwyddwr/Pennaeth Gwasanaeth CBSC gyda'u cyfrifoldebau rheoli llinell mewn perthynas â'r Cyfarwyddwr Rhanbarthol, yn ôl cais Cyfarwyddwr/Pennaeth Gwasanaeth CBSC (e.e. drwy roi adborth ar berfformiad y Cyfarwyddwr Rhanbarthol10) Bod yn gyfrifol am fonitro perfformiad y Bwrdd Partneriaeth yn erbyn Amcanion a gwerthoedd Chwaraeon Gogledd Cymru11) Bod yn gyfrifol am benodi'r cynrychiolwyr i Fwrdd y Bartneriaeth, gyda chadeirydd annibynnol Bwrdd y Bartneriaeth yn rhan o'r penodiadau hyn;12) Gwahodd cadeirydd annibynnol y Bwrdd Partneriaeth i gyfarfodydd, yn ôl y gofyn, i gymryd rhan a chynrychioli'r Bwrdd Partneriaeth; a13) Gwahodd cynrychiolwyr o Chwaraeon Cymru i gyfarfodydd, yn ôl yr angen i arsylwi a chefnogi;

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Rhif	Darpariaeth	Rhwymedigaethau materol
Tudalen 113 3.		<p>Cyn pob cyfarfod o'r Bwrdd Llywodraethu, bydd y Cyfarwyddwr Rhanbarthol yn dosbarthu agenda, ynghyd â chopïau o'r holl ddogfennau ategol sy'n ymwneud ag eitemau'r agenda (gan gynnwys Ceisiadau i'w hystyried yn y cyfarfod sydd i ddod).</p> <p>Yn dilyn pob cyfarfod, bydd cofnodion yn cael eu dosbarthu i gynrychiolwyr pob Aelod o ChGC.</p> <p>Mae gan y Bwrdd Llywodraethu bŵer i wneud penderfyniadau mewn perthynas â'r Cydweithio ac, yn amodol ar y Broses Datrys Anghydfodau, mae ei benderfyniadau'n rhwymo Aelodau ChGC i'r graddau y mae Dyraniad Chwaraeon Cymru yn y cwestiwn.</p> <p>Penodir y Bwrdd Llywodraethu am gyfnod pum mlynedd y Cytundeb.</p> <p>Bydd angen cworwm o 4 Aelod ChGC ar gyfarfodydd y Bwrdd Llywodraethu a gallant eu cynnal yn electronig.</p> <p>Bydd y Bwrdd Llywodraethu yn ystyried ac yn adolygu llywodraethu'r Cydweithio o leiaf unwaith y flwyddyn o'r tymor er mwyn penderfynu a ddydd cyflwyno unrhyw welliannau neu amrywiadau sy'n ofynnol i gwmpas a chylch gwaith naill ai'r Bwrdd Partneriaeth, y Bwrdd Llywodraethu neu Gydweithredu ei hun er budd gweithredu'r Cydweithio. Caiff unrhyw amrywiadau eu prosesu drwy'r weithdrefn rheoli newid a nodir ym mharagraff 13 isod.</p>
	Bwrdd Partneriaeth	<p>Mae gan y Bwrdd Partneriaeth cytbwys, cynhwysol, amrywiol a medrus gyfranogiad ehangach na'r Bwrdd Llywodraethu ac mae'n canolbwyntio ar weithgareddau gweithredol, o ddydd i ddydd Chwaraeon Gogledd Cymru.</p> <p>Mae'r Bwrdd Partneriaeth yn cynnwys 6 gynrychiolydd o Aelodau presennol ChGC sy'n rhan o Chwaraeon Gogledd Cymru (2 o awdurdodau lleol, 1 o ieuchyd, 1 o addysg, 1 o dai ac 1 cydraddoldeb).</p> <p>Bydd y Bwrdd Partneriaeth hefyd yn cynnwys hyd at 5 aelod annibynnol o'r bwrdd sy'n cael eu recriwtio'n allanol gan y Bwrdd Llywodraethu yn seiliedig ar eu sgiliau a'u hamrywiaeth ac sy'n cynrychioli rhanbarth Gogledd Cymru ac a fydd yn gweithio i sicrhau perfformiad Amcanion Chwaraeon Gogledd Cymru.</p> <p>Bydd cynrychiolwyr awdurdodau lleol ar y Bwrdd Partneriaeth yn wahanol i gynrychiolwyr yr awdurdodau lleol hynny ar y Bwrdd Llywodraethu.</p> <p>Bydd cadeirydd annibynnol hefyd yn cael ei benodi i'r Bwrdd Partneriaeth (h.y. cyfanswm o 12 cynrychiolydd wrth gynnwys y 6 cynrychiolydd o Aelodau ChGC a 5 cynrychiolydd a recriwtiwyd yn annibynnol).</p> <p>I ddechrau, bydd y Bwrdd Partneriaeth yn cyfarfod bob mis (a bydd yn adolygu amllder y cyfarfodydd hyn yn dilyn y cyfnod cychwynnol o chwe mis o ddyddiad y Cytundeb) a bydd yn:</p>

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Rhif	Darpariaeth	Rhwymedigaethau materol	
Tudalen 114		<ol style="list-style-type: none">1) Sicrhau bod cyfeiriad strategol ac Amcanion Chwaraeon Gogledd Cymru yn symud ymlaen yn llwyddiannus2) Adolygu a chymeradwyo Ceisiadau:<ol style="list-style-type: none">a. gan Sefydliadau Cyflawni/Aelodau ChGC am gyllid rhwng £10,000 a £50,000; ab. gan Sefydliadau Cyflawni/Aelodau ChGC am gyllid o dan £10,000 lle mae'r Cyfarwyddwr Rhanbarthol yn gofyn am gymorth;3) Adolygu ceisiadau i'w cyflwyno i'r Bwrdd Llywodraethu lle mae' rcyllid yn fwy na £50,000;4) Trafod syniadau ar gyfer prosiectau sydd ar ddod y gellir eu cynnwys mewn Ceisiadau;5) Darparu fforwm i Aelodau ChGC gynghori a chefnogi ei gilydd ar ôl cwblhau Ceisiadau gan sicrhau cydymffurfiaeth ag Amcanion Chwaraeon Gogledd Cymru;6) Cytuno ar ddull gweithredu, cynlluniau gweithredu ac amserlenni ar gyfer datblygu Ceisiadau sy'n ystyried unrhyw ymwneud aml-bleidiol â Chais;7) Trafod unrhyw faterion neu heriau mewn perthynas â Phrosiectau sy'n cael eu cyflawni a sut y gall Aelodau ChGC gydweithio i oresgyn/helpu Aelod ChGC sy'n cyflawni'r Prosiect i oresgyn y materion neu'r heriau hyn;8) Arwain ar ymgysylltu â rhanddeiliaid sy'n ceisio barn, profiadau, mewnwelediad ac awgrymiadau cyfranogwyr chwaraeon yng Ngogledd Cymru;9) Monitro cynnydd a glynir wrth siarter y gwasanaeth cwsmeriaid a rhoi'r wybodaeth ddiweddaraf i'r Bwrdd Llywodraethu;10) Monitro cynnydd y cynllun marchnata a rhoi'r wybodaeth ddiweddaraf i'r Bwrdd Llywodraethu;11) Trafod adborth gan y Bwrdd Llywodraethu mewn perthynas ag unrhyw Geisiadau a wrthodwyd;12) Gwahodd cynrychiolwyr o Chwaraeon Cymru i gyfarfodydd, yn ôl y gofyn i arsylwi a chefnogi Cydweithrediad Chwaraeon Gogledd Cymru;13) Bod yn gyfrifol am benodi cadeirydd annibynnol fydd yn:<ul style="list-style-type: none">➤ Gweithredu fel cyswllt rhwng Bwrdd y Bartneriaeth a'r Bwrdd Llywodraethu, ac yn cynrychioli Bwrdd y Bartneriaeth mewn unrhyw drafodaethau ar lefel y Bwrdd Llywodraethu;➤ Cyfarwyddwr anweithredol nad yw'n derbyn tâl ond sy'n meddu ar brofiad fydd yn hwyluso ac yn arwain gweithgareddau Bwrdd y Bartneriaeth; a➤ Cymryd rhan ym mhroses y Bwrdd Llywodraethu o benodi cynrychiolwyr i Fwrdd y Bartneriaeth.	
			<p>Cyn pob cyfarfod o'r Bwrdd Partneriaeth, bydd y Cyfarwyddwr Rhanbarthol yn dosbarthu agenda, ynghyd â chopïau o'r holl ddogfennau ategol sy'n ymwneud ag eitemau'r agenda (gan gynnwys Ceisiadau i'w hystyried yn y cyfarfod sydd i ddod).</p>
			<p>Yn dilyn pob cyfarfod, bydd cofnodion yn cael eu dosbarthu i gynrychiolwyr pob Aelod o ChGC.</p>
			<p>Mae'r Bwrdd Partneriaeth yn fwrdd gweithredol sy'n rhan annatod o lwyddiant Chwaraeon Gogledd Cymru a chyflawni Prosiectau sydd o fudd i Ogledd Cymru ond nid oes ganddo bŵer i wneud penderfyniadau mewn perthynas â Chydweithredu na chymeradwyo Ceisiadau am gyflawni fel Prosiectau sydd â gwerth ariannu dros £50,000. Fodd bynnag, mae ganddo'r pŵer i gymeradwyo Ceisiadau i'w cyflawni fel Prosiectau sydd â gwerth ariannu o dan £50,000.</p>
			<p>Penodir y Bwrdd Partneriaeth am gyfnod pum mlynedd y Cytundeb.</p>

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Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol
		Bydd angen cworwm o 6 ar gyfarfodydd y Bwrdd Partneriaeth a gallant ddigwydd yn electronig.
Tudalen 115	9. Cyfarwyddwr Rhanbarthol	<p>Bydd y Cyfarwyddwr Rhanbarthol, a benodir gan CBSC, yn:</p> <ol style="list-style-type: none"> 1) Gyfrifol am weithrediad Chwaraeon Gogledd Cymru, gan sicrhau fod ei weithgareddau yn cyfrannu at berfformiad yn erbyn yr Amcanion yn unol â'r Cytundeb hwn; 2) Gyfrifol am gysylltu â Bwrdd y Bartneriaeth a chyflwyno unrhyw faterion sydd wedi eu codi gan Fwrdd y Bartneriaeth i'r Bwrdd Llywodraethu; 3) Gweithredu fel swyddog arweiniol, yn gyfrifol am gyflawni Amcanion a chynllun strategol ChGC; 4) Gyfrifol am gynghori'r Bwrdd Llywodraethu ar unrhyw faterion llywodraethu neu risg y daw'r Cyfarwyddwr Rhanbarthol yn ymwybodol ohonynt yn rhinwedd y swydd; 5) Adolygu a chymeradwyo Ceisiadau am gyllid gyda gwerth cyllido hyd at £10,000, gan ofyn am gefnogaeth gan y Bwrdd Partneriaeth os oes angen; 6) Aelod o Fwrdd y Bartneriaeth a'r Bwrdd Llywodraethu ill dau mewn rôl adrodd; 7) Gweithio gyda, ac ar ran, y Bwrdd Llywodraethu i arwain cyfeiriad strategol, datblygiad a phroffil Chwaraeon Gogledd Cymru yn rhanbarthol yn unol â'r Weledigaeth a'r cynllun strategol i hwyluso'r gwaith o gyflawni Amcanion a gwerthoedd Chwaraeon Gogledd Cymru er budd Gogledd Cymru; 8) Cynrychioli'r Bwrdd Llywodraethu ar Fwrdd y Bartneriaeth; 9) Gweithio'n agos gyda chadeirydd annibynnol y Bwrdd Partneriaeth i gyfrannu at gyflawni'r Amcanion; 10) Cynrychioli Chwaraeon Gogledd Cymru mewn trafodaethau â Chwaraeon Cymru a rhan-ddeiliaid a phartneriaid eraill, gan ddarparu diweddariadau mewn perthynas â gweithgareddau a chynnydd Chwaraeon Gogledd Cymru (yn ôl y gofyn); 11) Hyrwyddo brand Chwaraeon Gogledd Cymru a chreu cysylltiadau ledled y DU i uchafu gwelededd a phroffil Chwaraeon Gogledd Cymru; 12) Bod yn gyfrifol am sicrhau arian pellach i Chwaraeon Gogledd Cymru ar ben yr arian a dderbynnir gan Chwaraeon Cymru; 13) Sicrhau nawdd (corfforaethol ac anghorfforaethol) i Brosiectau a gweithgareddau Chwaraeon Gogledd Cymru.
10.	Proses Cymeradwyo Prosiectau	<p><u>Lefelau Gwerth</u></p> <p>Os yw lefel y cyllid y gofynnir amdano yn £10,000 neu lai, bydd gan y Cyfarwyddwr Rhanbarthol y pŵer i gymeradwyo Ceisiadau gan Sefydliad Cyflawni neu Aelod o ChGC.</p> <p>Os yw lefel y cyllid y gofynnir amdano yn £50,000 neu lai, bydd gan y Bwrdd Partneriaeth y pŵer i gymeradwyo Ceisiadau gan Sefydliad Cyflawni neu Aelod o ChGC.</p>

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Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol
Tudalen 116		<p>Os yw lefel y cyllid y gofynnir amdano yn fwy na £50,000, bydd y Bwrdd Partneriaeth yn penderfynu a yw Cais gan Sefydliad Cyflawni neu Aelod ChGC wedi'i gymeradwyo i'w ystyried gan y Bwrdd Llywodraethu; a bydd gan y Bwrdd Llywodraethu y pŵer i gymeradwyo'r Cais.</p> <p><u>Ceisiadau – Cam Cyntaf a Chynnwys</u></p> <p>Bydd ceisiadau i'r Cyfarwyddwr Rhanbarthol (os gofynnir am arian yn is na £10,000) neu'r Bwrdd Partneriaeth (os gofynnir am arian yn fwy na £10,000), boed hynny gan Sefydliad Cyflawni neu Aelod o ChGC, yn dilyn ffurflen dempled gymeradwy a manylion:</p> <ul style="list-style-type: none">a. Enw'r Sefydliad Cyflawni neu Aelod ChGC;b. Natur a chwmpas y prosiect arfaethedig a'r gwerthoedd ariannol a briodolir i brif elfennau'r prosiect;c. Lefel y cyllid y gofynnir amdano gan Chwaraeon Gogledd Cymru;d. Lefel y cyllid y bydd y Sefydliad Cyflawni/Aelod ChGC yn ei gyfrannu at y prosiect o'i adnoddau ei hun (neu adnoddau eraill);e. "Cynllun Cyflawni'r Prosiect" sy'n cynnwys:f. targedau ac allbynnau;g. dyddiadau cerrig milltir ar gyfer elfennau allweddol y prosiect;h. allbynnau;i. esboniad o sut mae'r prosiect yn cyd-fynd ag Amcanion a gwerthoedd Chwaraeon Gogledd Cymru;j. esboniad o'r manteision i'r Sefydliad Cyflawni/Aelod ChGC a Gogledd Cymru fel rhanbarth os caiff y prosiect ei gymeradwyo, ynghyd â'r "Cais". <p><u>Ystyried Ceisiadau</u></p> <p>Bydd y Cyfarwyddwr Rhanbarthol yn ystyried Ceisiadau am gyllid o dan £10,000 pan gânt eu cyflwyno iddynt. Gall y Cyfarwyddwr Rhanbarthol ofyn am gymorth gan y Bwrdd Partneriaeth wrth ystyried Ceisiadau am arian o dan £10,000.</p> <p>Bydd y Bwrdd Partneriaeth yn ystyried Ceisiadau â gwerth sy'n fwy na £10,000 yng nghyfarfod misol perthnasol y Bwrdd Partneriaeth.</p> <p>Bydd y Bwrdd Llywodraethu yn ystyried Ceisiadau a gymeradwywyd gan y Bwrdd Partneriaeth yng nghyfarfod chwarterol nesaf y Bwrdd Llywodraethu yn dilyn cyfarfod y Bwrdd Partneriaeth lle rhoddwyd cymeradwyaeth i'r Cais.</p> <p><u>Ceisiadau wedi'u Gwrthod</u></p> <p>Os na chaiff Cais ei gymeradwyo gan y Cyfarwyddwr Rhanbarthol, y Bwrdd Partneriaeth neu'r Bwrdd Llywodraethu, bydd crynodeb o'r rhesymau dros wrthod y Cais yn cael ei ddarparu i'r Sefydliad Cyflawni/Aelod ChGC a gyflwynodd y Cais yn ogystal â rhoi adborth ar feysydd i'w datblygu os yw'r Cais i gael ei ail-gyflwyno yn y dyfodol.</p>

Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol
Tudalen 117		<p>Bydd Cais wedi'i ail-gyflwyno yn cael ei adolygu yn yr un modd â Chais a gyflwynir am y tro cyntaf ac nid yw ail-gyflwyno yn gwarantu y bydd Cais yn cael ei gymeradwyo gan y Cyfarwyddwr Rhanbarthol/Bwrdd Partneriaeth ar ei ail gyflwyniad, neu yn y dyfodol.</p> <p><u>Ystyriaethau Cymeradwyo Ceisiadau</u> Wrth benderfynu a yw Cais yn cael ei gymeradwyo gan y Cyfarwyddwr Rhanbarthol, y Bwrdd Partneriaeth neu'r Bwrdd Llywodraethu, ystyrir y canlynol:</p> <ul style="list-style-type: none">a. alinio'r Cais â'r Weledigaeth, yr Amcanion a'r Gwerthoedd;b. y cais i hyrwyddo egwyddorion y siarter gwasanaeth cwsmeriaid;c. allbynnau a'r hyn y gellir ei gyflawni mewn perthynas â Gogledd Cymru fel rhanbarth;d. y prosiect arfaethedig yn gallu cyflawni (gan gynnwys gallu Aelod ChGC i gyflawni a'r amserlen berthnasol ar gyfer cyflawni);e. lefel y cyllid sydd ei angen ac argaeledd cyllid i Chwaraeon Gogledd Cymru. <p><u>Gofynion Cymeradwyo Ceisiadau</u> I'w gymeradwyo gan y Cyfarwyddwr Rhanbarthol, rhaid i'r Cais fodloni'r ystyriaethau uchod.</p> <p>I'w gymeradwyo gan y Bwrdd Partneriaeth, mae angen cymeradwyaeth o fwy na 50% gan gynrychiolwyr y Bwrdd Partneriaeth sy'n bresennol. Os yw'r bleidlais gychwynnol yn benderfyniad rhanedig o 50:50, ni chaiff y Cais ei gymeradwyo gan y Bwrdd Partneriaeth.</p> <p>I'w gymeradwyo gan y Bwrdd Llywodraethu, mae angen mwy na 50% o gymeradwyaeth gan gynrychiolwyr y Bwrdd Llywodraethu ar Gais. Os yw'r bleidlais gychwynnol yn benderfyniad 50:50 hollt, bydd gan y cadeirydd y bleidlais fwrw.</p> <p><u>Ceisiadau Cymeradwy (Prosiectau)</u></p> <p>Os caiff Cais ei gymeradwyo, bydd y Cyfarwyddwr Rhanbarthol, y Bwrdd Partneriaeth neu'r Bwrdd Llywodraethu yn cadarnhau:</p> <ul style="list-style-type: none">a. bod y Cais, ar ôl ei gymeradwyo, yn "Brosiect";b. lefel y cyllid a ddyfernir ar gyfer cyflawni'r Prosiect;c. camau y mae'n rhaid i'r Sefydliad Cyflawni/Aelod ChGC eu cadarnhau cyn i'r cyllid gael ei ymrwymo i'r Prosiect;d. unrhyw gytundeb y mae'n rhaid i'r Sefydliad Cyflawni/Aelod ChGC ymrwymo iddo gyda CBSC cyn iddo gael unrhyw gyllid mewn perthynas â'r Prosiect; ae. amllder talu rhandaliadau o gyllid (os na ddarperir yn llawn ar ddechrau Prosiect sy'n cael ei gymeradwyo). <p>Ar ôl cymeradwyo'r Prosiect, rhaid i'r Sefydliad Cyflenwi / Aelod ChGC gyflawni'r Prosiect yn unol â'r Cynllun Cyflenwi Prosiect ac unrhyw gytundeb a wnaed gan y Sefydliad Cyflenwi / Aelod ChC a CBSC mewn perthynas â chyflawni'r Prosiect.</p>

Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol
11.	Cyfrif ar wahan	<p>Er mwyn sicrhau y cynhelir systemau a rheolaethau rheoli arian effeithiol, bydd CBSC yn cynnal cyfrif ar wahân (“Cyfrif ChGC”) er mwyn derbyn y taliadau ar gyfer dyfarniad Chwaraeon Cymru. Bydd y cyfrif hwn yn dangos yn dryloyw y trafodion hynny sy'n ymwneud â dyfarniad Chwaraeon Cymru, ac fe fydd yn destun cyfrifo llyfr agored fel bod yr holl bartïon â dealltwriaeth eglur o'r:</p> <ol style="list-style-type: none">1) Trafodion i fewn ac allan o'r cyfrif; a2) Gwerth y trafodion hynny. <p>Gall Bwrdd y Bartneriaeth a'r Bwrdd Llywodraethu drafod unrhyw ymholiadau ynglŷn â chyfrif ChGC.</p>
Tudalen 118 12	Gweithwyr	<p>Fel trefniant cytundebol, bydd gweithwyr pob Aelod ChGC yn parhau yng nghyflogaeth yr Aelod ChGC hwnnw, ac nid oes unrhyw fwriad i'r gweithwyr hyn wneud trosglwyddiad TUPE at Aelod ChGC arall o ganlyniad i'r Gydweithredfa hon.</p> <p>Os daw swydd o fewn Aelod ChGC, a ariennir o Gyllid Chwaraeon Cymru, yn wag i swyddogion Aelod ChGC, bydd y cydweithredfa yn:</p> <ol style="list-style-type: none">1) Ystyried y rôl sydd wedi'i dod yn wag ac a oes gofyniad, i'r Cydweithio yn ei gyfanrwydd, lewni'r rôl; a2) Ystyried y dull gorau o ddisodli'r rôl hon drwy ystyried y sgiliau sydd eu hangen i gyfrannu tuag at lwyddiant y Cydweithio; a3) Penderfynu pa Aelod o ChGC sydd yn y sefyllfa orau i gyflogi'r cyflogai cyfnewid (nad yw o reidrwydd yn Aelod ChGC y mae'r cyflogai yn gwyro oddi arno). <p>Y Cyfarwyddwr Rhanbarthol. Bydd y Bwrdd Partneriaeth a'r Cyfarwyddwr Rhanbarthol yn cynghori mewn perthynas â disodli gweithwyr ymadawedig</p>
13	Gweithrefn Rheoli Newid	<p>Caiff unrhyw un o Aelodau ChGC ofyn am welliant i gwmpas, natur, strwythur neu weithrediad y Cydweithrediad a/neu unrhyw dymor o'r Cytundeb (“Newid”) yn unol â'r broses a amlinellir isod (y “Weithdrefn Rheoli Newid”):</p> <ol style="list-style-type: none">1) Pan fo Aelod o ChGC yn gofyn am Newid:<ul style="list-style-type: none">➤ bydd yr Aelod perthnasol o ChGC yn cyflwyno cais ysgrifenedig am newid (“Hysbysiad Cais am Newid”) i'r Bwrdd Llywodraethu sy'n nodi cymaint o wybodaeth ag sy'n angenrheidiol i alluogi'r Bwrdd Llywodraethu i baratoi cofnod ysgrifenedig o'r Newid y gall y partïon ei gymeradwyo yn unol â'r Weithdrefn Rheoli Newid hon (“Ffurflen Rheoli Newid”); a➤ bydd y Bwrdd Llywodraethu, oni chytunir fel arall, yn dosbarthu Ffurflen Rheoli Newid i holl Aelodau ChGC ar ôl cyfarfod nesaf y Bwrdd Llywodraethu ar ôl i'r Aelod perthnasol o ChGC anfon y Ffurflen Gais am Newid.2) Bydd y Ffurflen Rheoli Newid yn cynnwys digon o wybodaeth i alluogi'r holl bartïon i asesu'r Newid, gan gynnwys o leiaf:<ol style="list-style-type: none">a. teitl y Newid;b. gwreiddiol neu'r Newid a dyddiad y cais;c. disgrifiad o'r Newid;d. manylion effaith y Newid arfaethedig ar:<ul style="list-style-type: none">➤ y Cydweithio;

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Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol	
Tudalen 119		<ul style="list-style-type: none"> ➤ y Weledigaeth; ➤ unrhyw Brosiectau presennol neu brosiectau yn y dyfodol; a ➤ unrhyw un o amodau eraill y Cytundeb; e. dyddiad dod â dilysrwydd y Ffurflen Rheoli Newid i ben; a f. darpariaeth ar gyfer llofnod gan Aelodau ChGC a chadeirydd y Bwrdd Partneriaeth. <p>3) Os, yn dilyn y cylchrediad, Ffurflen Rheoli Newid yn unol â'r Weithdrefn Rheoli Newid hon:</p> <ul style="list-style-type: none"> a. bod holl Aelodau ChGC a'r Bwrdd Llywodraethu yn cytuno i delerau'r Ffurflen Rheoli Newid berthnasol, bydd pob un ohonynt yn ei llofnodi a bydd y Ffurflen Rheoli Newid wedi'i llofnodi yn diwygio'r Cytundeb hwn; neu b. nad yw unrhyw un o Aelodau ChGC neu'r Bwrdd Llywodraethu yn cytuno i unrhyw un o unrhyw dymor o'r Ffurflen Rheoli Newid, yna caiff y parti sy'n cynnig y Newid gyfeirio'r anghytundeb yr ymdrinnir ag ef yn unol â'r Weithdrefn Datrys Anghydfodau. <p>4) Ni ddaw unrhyw Newid i rym nes bydd Ffurflen Rheoli Newid wedi'i llofnodi gan gynrychiolwyr awdurdodedig holl Aelodau ChGC a chadeirydd y Bwrdd Llywodraethu.</p> <p>5) Bydd pob parti yn ysgwyddo'i gostau ei hun mewn perthynas â chydymffurfio â'r Weithdrefn Rheoli Newid.</p>	
	14	Swyddogaethau Statudol	<p>Mae pob parti'n cydnabod bod yn rhaid iddynt weithredu'n unol â'u swyddogaethau statudol, eu cyfansoddiadau a'u rhwymedigaethau cyfreithiol ac ni chaiff unrhyw beth yn y Penaethiaid Telerau hyn llyffethair, cyfyngu neu orfodi Aelodau ChGC i wneud, neu hepgor i wneud, unrhyw beth sy'n:</p> <ul style="list-style-type: none"> 1) yn anghydnaws ag arfer cyfreithlon eu pwerau; 2) yn anghydnaws â chyflawni eu swyddogaethau'n gyfreithlon; 3) yn rhannu unrhyw Aelodau o SNW o'u pwerau statudol; neu 4) yn ei gwneud yn ofynnol i Aelod o SNW beidio ag arfer unrhyw bwerau.
	15	Gweithdrefn Datrys Anghydfod	Mae Aelodau ChGC yn cytuno i ddatrys unrhyw anghydfod neu fater rhyngddynt eu hunain yn unol â'r weithdrefn a nodir yn Atodlen 1.
	16	Terfynu	<p>Bydd y Cytundeb yn dod i ben pan ddaw'r tymor pum mlynedd cychwynnol i ben oni bai:</p> <ul style="list-style-type: none"> a. terfynu'n gynharach drwy gytundeb ar y cyd gan Aelodau ChGC; neu b. wedi'i ymestyn ymhellach drwy gytundeb ar y cyd gan Aelodau ChGC. <p>Er mwyn osgoi amheuaeth, bydd holl Aelodau ChGC yn cytuno ar unrhyw estyniad neu derfynu'r Cytundeb ac nid dim ond aelodau sy'n bresennol mewn cyfarfod penodol o'r Bwrdd Llywodraethu.</p>
	17	Olyniaeth	Bydd y Cytundeb hwn yn rhwymo ac yn fanteisiol i'r partiön i'r Cytundeb hwn a'u priod Olynwyr a'r trosglwyddwyr a/neu'r rhai a ganiateir. Felly, bydd cyfeiriadau at barti yn y Cytundeb hwn yn cynnwys Olynwyr y blaidd honno, trosglwyddeion a ganiateir a/neu aseiniwr.

Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol
		Bydd " Olynydd " yn golygu "unrhyw endid cyfreithiol, sefydliad, elusen, partneriaeth, cwmni neu bersonoliaeth gyfreithiol arall sy'n cynnwys, yn uno ag, yn caffael neu fel arall yn disodli unrhyw un o Aelodau ChGC yn dilyn Newid Rheolaeth, ailstrwythuro sefydliadol, gweithred Seneddol, Newid yn y Gyfraith, neu weithred o Lywodraeth.
Tudalen 120	18	Ymadael <p>Heb effeithio ar unrhyw hawl neu rwymedi arall sydd ar gael iddo, gall unrhyw Aelod o ChGC ddewis dod yn "Barti wedi Ymadael" i'r Cytundeb hwn yn unochrog yn amodol ar cyflwyno hysbysiad ysgrifenedig o ddim llai na chwe mis ("Hysbysiad Ymadael") i'r partiön eraill.</p> <p>Er gwaethaf darpariaethau (1) uchod, ni fydd trosglwyddo Aelod ChGC i Barti wedi Ymadael yn unol â thelerau'r cytundeb hwn, er mwyn osgoi amheuaeth, yn rhyddhau Parti wedi Ymadael o unrhyw rwymedigaethau neu rwymedigaethau sy'n codi mewn cysylltiad â'i rwymedigaethau o dan y Cytundeb hwn cyn y Dyddiad Ymadael.</p> <p>"Parti Ymadael" fydd "Aelod ChGC sy'n peidio â bod yn rhan o'r Cytundeb hwn ar ôl y Dyddiad Ymadael"; a</p> <p>Y "Dyddiad Ymadael" fydd "y dyddiad a nodir ar Hysbysiad Ymadael a gyflwynir yn briodol fel y dyddiad y bydd Aelod ChGC yn dod yn Barti wedi Ymadael. Er mwyn osgoi amheuaeth, bydd y Dyddiad Ymadael yn ddyddiad heb fod yn llai na chwe mis o ddyddiad yr Hysbysiad Ymadael.</p>
	19	Rhyddid Gwybodaeth <p>Mae Aelodau ChGC yn cydnabod bod gan bob un ohonynt rwymedigaethau i gydymffurfio â Deddf Rhyddid Gwybodaeth 2000 a byddant yn cynorthwyo ei gilydd yn brydlon i gasglu gwybodaeth sydd ei hangen i ymateb i unrhyw gais sy'n ymwneud â chydweithrediad Chwaraeon Gogledd Cymru.</p>
	20	Cytundeb Cyfan <p>Mae Aelodau ChGC yn cytuno mai'r Cytundeb hwn yw'r cytundeb a'r ddealltwriaeth gyfan rhwng y partiön mewn perthynas â llywodraethu cydweithrediad Chwaraeon Gogledd Cymru.</p> <p>Ni all y partiön ddibynnu ar ddogfennau eraill, cytundebau llafar, sylwadau ynghylch llywodraethu cydweithrediad Chwaraeon Gogledd Cymru oni bai bod rhwymedigaethau o'r fath yn cael eu cynnwys yn y Cytundeb.</p>
	21	Dim Partneriaeth <p>Nid yw'r Cytundeb yn sefydlu partneriaeth ffurfiol rhwng Aelodau ChGC ac nid yw'n awdurdodi unrhyw barti i wneud ymrwymadau ar gyfer y llall, ac eithrio i'r graddau y nodir ymrwymadau o'r fath yn y Cytundeb.</p>
	22	Cyfraith ac Awdurdodaeth Lywodraethol <p>Mae'r Cytundeb yn ddarostyngedig i gyfraith Cymru a Lloegr ac awdurdodaeth unigryw Llysoedd Cymru a Lloegr.</p>
	23	Hawliau Trydydd Parti <p>Nid oes gan berson neu endid ac eithrio Aelodau ChGC unrhyw hawliau o dan Ddeddf Contractau (Hawliau Trydydd Partiön) 1999 i orfodi unrhyw un o amodau'r Cytundeb.</p>
	24	Cymheiriaid <p>Gellir gweithredu'r Cytundeb yn unol a thrwy ddulliau electronig.</p>

Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Rhif	Darpariaeth	Rhwymedigaethau materol
25	Darpariaethau Ychwanegol	Mae darpariaethau pellach i'w cadarnhau yn y Cytundeb sy'n ymwneud â: 1) gwahanadwyedd; 2) diwygiadau; a 3) [CLAUSES BOILERPLATE YCHWANEGOL]

Tudalen 121

DRAFT

ATODLEN 1

Gweithdrefn Datrys Anghydfodau

Os bydd unrhyw anghydfod yn deillio o'r Cydweithio; neu mewn cysylltiad â'r Cydweithio, bydd Aelodau ChGC yn dilyn y weithdrefn a nodir isod.

1. Drwy ei gynrychiolydd ar y Bwrdd Partneriaeth, bydd Aelod ChGC yn rhoi hysbysiad ysgrifenedig i'r Bwrdd Partneriaeth o'i fater, gan nodi ei natur a'i fanylion llawn, ynghyd â dogfennau ategol perthnasol cyn cyfarfod o'r Bwrdd Partneriaeth ("**Hysbysiad Cyhoeddi**").
2. Yng nghyfarfod nesaf y Bwrdd Partneriaeth ar ôl dosbarthu'r Hysbysiad Cyhoeddi, bydd y Bwrdd Partneriaeth yn ceisio datrys y mater yn ddidwyll, gan gymryd golwg gyfannol ar ddatrys y mater sy'n ystyried amcanion cydweithredol Chwaraeon Gogledd Cymru.
3. Os na fydd y Bwrdd Partneriaeth yn gallu datrys y mater yng nghyfarfod y Bwrdd Partneriaeth, bydd yn codi'r mater i'w ystyried yng nghyfarfod nesaf y Bwrdd Llywodraethu. Bydd y Bwrdd Llywodraethu yn ceisio datrys y mater yn ddidwyll ac yn gwneud unrhyw gynigion i Aelod ChGC a gododd y mater i ddechrau i ddatrys y mater.
4. Os nad yw Aelod ChGC yn derbyn penderfyniad neu gynigion y Bwrdd Llywodraethu, bydd y partiön yn ceisio setlo'r anghydfod drwy gyfryngu yn unol â Gweithdrefn Cyfryngu Enghreifftiol y Ganolfan Datrys Anghydfod Effeithiol ("**CEDR**"). Oni chytunir fel arall rhwng y partiön, bydd y cyfryngwr yn cael ei enwebu gan y CEDR. Er mwyn cychwyn y cyfryngu, rhaid i barti roi hysbysiad ysgrifenedig ("**Hysbysiad ADR**") i'r partiön eraill i'r anghydfod yn gofyn am gyfryngu. Dylid anfon copi o'r cais at y CEDR. Bydd y cyfryngu'n dechrau heb fod yn hwyrach na 14 diwrnod ar ôl dyddiad yr Hysbysiad ADR.
5. Os na chaiff y cyfryngu ei ddatrys o fewn 28 diwrnod ar ôl cyflwyno'r Hysbysiad ADR, caiff yr anghydfod ei ddatrys o'r diwedd gan lysoedd Cymru a Lloegr.

Chwaraeon Gogledd Cymru

Sefydlu Partneriaeth Chwaraeon Gogledd Cymru

Atodiad 2: Cyllideb 5 mlynedd ddrafft ChGC

Incwm	2021-22	2022-23	2023-24	2024-25	2025-26
Chwaraeon Cymru					
Pobl Ifanc Egniol	1,003,520	953,344	905,677	860,393	817,373
Cynllun Nofio am Ddim	323,550	323,550	323,550	323,550	323,550
Gweithredol	159,119	115,000	115,000	115,000	115,000
	1,486,189	1,391,894	1,344,227	1,298,943	1,255,923
Rhaglenni Grant arall (bydd ChGC yn ceisio am grantiau fydd yn cefnogi rhaglenni yn y rhanbarth)	0	0	0	0	0
Incwm Masnachol Ychwanegol e.e. Digwyddiadau a Phartneriaid Corfforaethol	0	50,000	60,000	70,000	100,000
CYFANSWM INCWM	1,486,189	1,441,894	1,404,227	1,368,943	1,355,923
Gwariant					
Costau staffio					
Cyfarwyddwr Rhanbarthol - seiliedig ar gyflog o £60k	82,000	82,984	83,980	84,988	86,007
Gweinyddwr rhan amser	23,089	23,551	24,022	24,502	24,992
	105,089	106,535	108,002	109,490	110,999
Costau awdurdod lletyol	14,300	14,300	14,300	14,300	14,300
Costau Partneriaeth					
Costau swyddfa - nwyddau, ffon ayb	1,250	1,250	1,250	1,250	1,250
Gofod swyddfa	6,000	6,000	6,000	6,000	6,000
Hyfforddiant	1,000	1,000	1,000	0	0
Cyfieithu	4,080	4,080	4,080	4,080	4,080
Marchnata	7,200	7,200	7,200	7,200	7,200
Teithio	2,500	2,500	2,500	2,500	2,500
Ffioedd Archwilio	1,500	1,500	1,500	1,500	1,500
Caffael	2,000	2,000	2,000	2,000	2,000
Monitro a Gwerthuso	6,000	6,000	6,000	6,000	6,000
Wrth gefn (10%)	3,200	3,200	3,200	3,000	3,000
	34,730	34,730	34,730	33,530	33,530
Bwrdd Llywodraethu a Partneriaeth					
Cyfarfod; teithio	5,000	5,000	5,000	5,000	5,000
Prosiectau ChGC					
Pobl Ifanc Egniol	1,003,520	953,344	905,677	860,393	817,373
Cynllun Nofio am Ddim	323,550	323,550	323,550	323,550	323,550
Prosiectau ChGC	0				
	1,327,070	1,276,894	1,229,227	1,183,943	1,140,923
CYFANSWM GWARIANT	1,486,189	1,437,459	1,391,259	1,346,263	1,304,752
Gwarged + / Colled -	0	4,435	12,968	22,680	51,171

Cyfraniad anariannol Gwasanaethau Cyhoeddus

Rheolaeth llinell gan yr awdurdod lletyol	15,000
Bwrdd Llywodraethu	6,912
Bwrdd Partneriaeth	17,280
Cyfanswm cyfraniad anariannol	39,192

1 diwrnod yr wythnos, rheolaeth llinell y Cyfarwyddwr Rhanbarthol gan Bennaeth Gwas
4 diwrnod y flwyddyn, 6 ALI ar lefel Pennaeth Gwasanaeth
12 cyfarfod y flwyddyn i 5 aelod ChGC ar lefel Pennaeth Gwasanaeth

2b: Costau sefydlu cysylltiedig arfaethedig i Mawrth 2021

	£
Costau TG - gliniadur ayb	2,000
Prynu ffonau symudol	300
Costau recriwtio	3,000
Costau gweithredol	1,250
Costau cyfreithiol	3,000
Cyfieithu	4,080
Marchnata	2,000
Rheolaeth Prosiect	2,813
Wrth gefn (10%)	1,400
Cyfanswm	19,843

2c: Costau Iletya Chwaraeon Gogledd Cymru

	BI 1	BI 2	BI 3	BI 4	BI 5	
Costau canolog (cyllid, cyflogau ayb)	10,000	10,000	10,000	10,000	10,000	Amcan gorau
Costau cyfreithiol (DWF ar gadw)	3,000	3,000	3,000	3,000	3,000	
Wrth gefn (10%)	1,300	1,300	1,300	1,300	1,300	
Cyfanswm	14,300	14,300	14,300	14,300	14,300	

Adroddiad i'r: Cabinet

Dyddiad y cyfarfod 19 Ionawr 2021

**Aelod Arweiniol / Swyddog Y Cynghorydd Julian Thompson-Hill / Liz Grieve
Pennaeth Cymunedau a Chwsmeriaid**

Awdur yr Adroddiad Geoff Davies, Swyddog Arweiniol - Tai Cymunedol

**Teitl Gosod Rhent Tai a Chyllidebau Refeniw Tai a Chyfalaf
2021/22**

1. Am beth mae'r adroddiad yn sôn?

- 1.1. Ceisio cymeradwyaeth gan y Cabinet i'r cynnydd rhent blynyddol ar gyfer tai Sir Ddinbych, Cyfalaf Cyfrif Refeniw Tai a Chyllidebau Refeniw ar gyfer 2021/22 a Chynllun Busnes y Stoc Dai.

2. Beth yw'r rheswm dros lunio'r adroddiad hwn?

- 2.1. Mae'n ofyniad statudol i osod cyllidebau a lefelau rhent cyn dechrau'r flwyddyn ariannol newydd. Rhaid i'r gyllideb fod yn gyson â'r tybiaethau o fewn Cynllun Busnes y Stoc Dai sydd wedi'i ddylunio i gynnal Safon Ansawdd Tai Cymru trwy gydol y cynllun busnes 30 blynedd.

3. Beth yw'r Argymhellion?

- 3.1. Mabwysiadu'r Gyllideb Cyfrif Refeniw Tai ar gyfer 2021/22 (Atodiad 1) a Chynllun Busnes y Stoc Dai (Atodiad 2).
- 3.2. Cynyddu rhent anheddau'r Cyngor yn unol â Pholisi Llywodraeth Cymru (LIC) ar gyfer Rhent Tai Cymdeithasol i rent wythnosol cyfartalog o £93.89 i'w weithredu o ddydd Llun 5 Ebrill 2021.
- 3.3. Gofynnir i'r Cabinet nodi'r adroddiad ychwanegol (atodiad 3) ar Effeithlonrwydd Cost, Fforddiadwyedd a Gwerth am Arian cyn cymeradwyo'r codiad rhent hwn.
- 3.4. Bod y Pwyllgor yn cadarnhau ei fod wedi darllen, deall ac ystyried yr Asesiad o'r Effaith ar Les (Atodiad 4) fel rhan o'i ystyriaethau.

4. Manylion yr Adroddiad

4.1. Mae'r rhagolygon alldro diweddaraf ar gyfer y Cyfrif Refeniw Tai 2020/21 wedi ei nodi yn Atodiad 1, yn unol â'r adroddiad monitro misol. Rhagolygir y bydd balansau ar ddiwedd y flwyddyn yn £1,379m.

Manylir ar y gyllideb arfaethedig ar gyfer 2021/22 hefyd yn Atodiad 1. Mae'r gyllideb wedi'i chyfrifo i sicrhau y gallwn ddarparu ein gwasanaethau refeniw, y rhaglen buddsoddi cyfalaf i gynnal safon ansawdd ein cartrefi a datblygu ein rhaglen adeiladu o'r newydd.

Rydym yn rhagweld costau ychwanegol sylweddol yn y blynyddoedd i ddod oherwydd safonau datgarboneiddio newydd tebygol ar gyfer ein stoc bresennol. Mae pob landlord cymdeithasol yng Nghymru yn rhagweld cyllid ychwanegol gan LIC i gefnogi unrhyw gyhoeddiad ar hyn.

Yn ogystal, rydym yn disgwyl y bydd Awdurdodau Lleol yn gallu gwneud cynnig am Grant Tai Cymdeithasol ar gyfer rhaglenni adeiladau newydd am y tro cyntaf yn 2021. Mae ein rhaglen gyfredol o 170 o gartrefi ychwanegol wedi'i hymgorffori yng Nghynllun Busnes y Stoc Dai.

Polisi Rhent Llywodraeth Cymru

Datblygodd Llywodraeth Cymru bolisi ar gyfer rhent tai cymdeithasol a gaiff ei gymhwyso'n gyson gan holl landlordiaid cymdeithasol ac yn adlewyrchu math; maint; lleoliad a safon eiddo'r landlord.

Ym mis Rhagfyr 2019, cyhoeddodd Llywodraeth Cymru bolisi rhent pum mlynedd. Mae'r polisi yn cytuno ar godiad rhent blynyddol i CPI +1% o 2020/21 i 2024/25, gan ddefnyddio CPI o'r mis Medi blaenorol. Ar gyfer 2021/22, 1.5% (CPI ar 0.5% +1%) yw hyn.

Er mwyn galluogi i landlordiaid ailstrwythuro rhenti os oes angen, gellir codi hyd at £2 yr wythnos ar gartrefi unigol, ar yr amod nad yw cyfanswm yr incwm rhent a gesglir yn cynyddu mwy na CPI +1%. Nid ydym yn bwriadu ychwanegu'r £2 ychwanegol at unrhyw eiddo. Golyga hyn mai:

- Cyfanswm y cynnydd ar draws yr holl stoc yw 1.5%.
- Y rhent wythnosol cyfartalog fydd £93.89

- Cynnydd y rhent wythnosol cyfartalog fydd £1.38

Fel rhan o bolisi rhent LIC, bydd yn ofynnol i'r cyngor sicrhau bod unrhyw gynnydd mewn rhent yn ystyried fforddiadwyedd ar gyfer tenantiaid, gwerth am arian ac asesiad o arbedion effeithlonrwydd. Mae gwybodaeth am hyn wedi'i atodi yn Atodiad 3.

Er bod 2020 wedi bod yn flwyddyn anodd i gyllid cartrefi ac y bydd hyn yn parhau yn 2021, rydym yn fodlon bod fforddiadwyedd ein rhenti wythnosol gyda'r cynnydd mewn rhent wedi'i ystyried gan fod yn rhaid i ni gydbwysu ein gallu i fuddsoddi yn ein stoc dai er budd ein holl denantiaid. Rydym yn ystyried twf a reolir yn dda drwy ein hadeiladau newydd ac yn darparu gwasanaethau i gefnogi ein cartrefi yn effeithiol.

Cynllun Busnes y Stoc Dai

Fel rhan o'r broses cyllideb mae angen adolygu Cynllun Busnes y Stoc Dai, a chyflawnir hyn drwy ymarfer diwydrwydd dyladwy parhaus i adolygu'r tybiaethau a ddefnyddir a dilysu cadernid y model ariannol. Yn ogystal, mae'r adolygiad yn cyflawni dadansoddiad o sensitifrwydd.

Mae Cynllun Busnes y Stoc Dai presennol yn tybio y cynhelir balans o o leiaf £1m dros y tymor canolig i liniaru rhag unrhyw risgiau yn y dyfodol.

Mae Cynllun Busnes y Stoc Dai yn cynnal benthycia i ariannu gwaith cyfalaf megis y rhaglenni adeiladau newydd ac adnewyddu. Caiff y lefel o fenthycia ei fonitro'r agos gan ei fod yn berthnasol â chostau ariannu cyfalaf blynyddol. Mae pob cyngor yng Nghymru wedi dod i gytundeb â Llywodraeth Cymru i gael gwared ar gap benthycia'r Cyfrif Refeniw Tai yn unol â Gweithred Terfynu Cytundeb Gwirfoddol Cymhorthdal y Cyfrif Refeniw Tai ar 20 Mawrth 2019. Diddymodd hyn y cap y cytunwyd arno yn flaenorol a gyflwynwyd gan daliad setliad Deddf Tai 2014.

Mae'n ofynnol o hyd i'r Awdurdod Lleol yng Nghymru o dan y Rheoliad roi sylw i'r Cod Darbodus wrth gyflawni eu dyletswyddau o dan Ran 1 o Ddeddf Llywodraeth Leol 2003. Felly, bydd unrhyw fenthycia a wneir gan Lwfansau Tai Lleol yn dilyn diddymu'r cap benthycia yn parhau i fod yn "ddigymorth". Yn

ogystal, bydd yn rhaid i Awdurdodau Lleol reoli unrhyw gynnydd o fewn eu hadnoddau presennol.

Mae Llywodraeth Cymru yn gweithio gyda chynghorau yng Nghymru sydd â Chyfrif Refeniw Tai ar hyn o bryd, er mwyn pennu a chytuno ar lefelau dyled priodol.

Taliadau Gwasanaeth

Mae incwm trethadwy'r gwasanaeth yn casglu costau gwirioneddol ar gyfer gwasanaethau penodol ac ar y cyfan mae'n dangos lleihad bychan dros y flwyddyn ddiwethaf i £377,608. Gall eiddo unigol fod yn amodol ar dâl amrywiol. Cyfartaledd y gost i bob eiddo yw £2.14 yr wythnos.

Safon Ansawdd Tai Cymru

Cyflawnodd y Cyngor y Safon Ansawdd Tai Cymru ar holl Stoc Dai ym mis Medi 2014. Mae gwariant cyfalaf wedi ei gynnwys yn y Cynllun Busnes sy'n sicrhau bod digon o adnoddau ar gael i barhau i gynnal a rhagori'r safon dros y cynllun 30 blynedd. Mae Tai Sir Ddinbych yn buddsoddi yn ein stoc a'n cymdogaethau er mwyn rhagori Safon Ansawdd Tai Cymru lle credwn fod hynny'n briodol er lles ein cwsmeriaid a gwelliant tymor hir ein stoc dai.

Mae arolwg cyflwr stoc wedi nodi costau atgyweiriadau, cynnal a chadw a gwelliannau ar gyfer y 30 blynedd nesaf, sydd wedi ei fewnosod yn y cynllun busnes a bydd yn llywio'r cynllun rheoli asedau sy'n datblygu.

5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?

- 5.1. Mae Tai yn Flaenoriaeth Gorfforaethol a bydd y rhaglen cyfalaf 5 mlynedd yn darparu hwb i'r economi lleol drwy wneud y mwyaf o gyflogaeth leol, hyfforddiant a chyfleoedd cadwyn gyflenwi ar gyfer pobl a busnesau lleol.

6. Faint fydd hyn yn ei gostio a sut y bydd yn effeithio ar wasanaethau eraill?

- 6.1. Mae'r Cyfrif Refeniw Tai wedi'i glustnodi ac mae costau gweithredu yn cael eu talu gan incwm drwy rent a thaliadau gwasanaeth.

7. Beth yw prif gasgliadau'r Asesiad o'r Effaith ar Les?

7.1. Mae'r Cyngor yn gwerthfawrogi y gall unrhyw gynnydd mewn rhent wythnosol gael effaith ar allu rhai o'n cwsmeriaid i fodloni eu hymrwymadau wythnosol.

Bydd y gwasanaeth Tai yn parhau i gynnig cyngor a chymorth i holl gwsmeriaid er mwyn sicrhau bod cwsmeriaid yn gallu rheoli eu cyllid yn effeithiol a gwneud y mwyaf o'u hincwm. Mae perfformiad casglu rhent yn parhau'n ardderchog ac mae ôl-ddyledion ymysg yr isaf yng Nghymru.

8. Pa ymgynghoriadau sydd wedi'u cynnal gyda Chraffu ac eraill?

8.1. Ymgynghorwyd â Ffederasiwn Tenantiaid a Phreswylwyr Sir Ddinbych ac mae'r rheswm am gynnydd mewn rhent a'r effaith ar Gynllun Busnes y Cyfrif Refeniw Tai wedi cael ei egluro yn llawn i'r grŵp.

9. Datganiad y Prif Swyddog Cyllid

9.1. Mae adolygiad llawn o Gynllun Busnes y Stoc Dai wedi cadarnhau bod y Cynllun yn parhau i fod yn gadarn ac yn ariannol hyfyw. Mae digon o adnoddau i gefnogi rheolaeth a goruchwyliaeth y gwasanaeth tai ac anghenion buddsoddi'r stoc. Mae'r balansau ar lefel ddoeth wrth ganiatáu i gyllido gwariant cyfalaf newydd gael ei ddarparu yn y ffordd fwyaf cost effeithiol.

10. Pa risgiau sydd yna ac oes yna unrhyw beth y gallwn ei wneud i'w lleihau?

10.1. Y risg yw methu â dilyn Cynllun Busnes y Stoc Dai a gall gosod cyllidebau yn unol â hynny arwain at bryderon ariannol ac ymyrraeth posib gan Lywodraeth Cymru.

11. Pŵer i wneud y Penderfyniad

11.1. Penderfynir ar y polisi rhent gan Ddeddf Tai (Cymru) 2014. Mae'r Cyfrif Refeniw Tai wedi'i glustnodi gan statud.

Mae tudalen hwn yn fwriadol wag

APPENDIX 1

Housing Revenue Account ~ 2021/22 Budget Setting				
2019/20		2020/21		2021/22
Final Outturn		Original Budget	Forecast Out-turn M9	Proposed Budget
£	Period 9 - December 2020	£	£	£
	EXPENDITURE			
2,484,450	Supervision & Management - General	2,668,895	2,675,507	2,748,583
497,107	Supervision & Management - Service Charges	544,105	547,774	562,838
4,947,811	Repairs and Maintenance	4,929,000	5,030,388	5,103,000
7,929,368	Total Housing Management	8,142,000	8,253,669	8,414,421
5,670,615	Item 8 Capital Charges	6,501,000	6,220,730	6,362,000
1,536,297	Capital Funded from Revenue	1,871,000	2,581,000	2,485,000
228,686	Provision for Bad Debts	319,000	319,000	345,000
15,364,966	Total Expenditure	16,833,000	17,374,399	17,606,421
	INCOME			
15,804,974	Rents (net of voids)	16,023,974	15,791,780	16,372,000
349,096	Service Charges	399,000	390,052	394,000
180,287	Garages	191,000	175,202	180,000
13,666	Interest on Balances & Other Income	135,152	10,000	7,000
16,348,023	Total Income	16,749,126	16,367,034	16,953,000
	Surplus / Deficit (-) for the Year:			
2,519,354	General Balances	1,787,126	1,573,635	1,831,579
1,683,770	Balance as at start of year ~ General	2,666,827	2,666,827	1,659,462
-1,536,297	Earmarked Balances	-1,871,000	-2,581,000	-2,485,000
0	FRS Adjustment	0	0	0
2,666,827	Balance as at end of year ~ General	2,582,953	1,659,462	1,006,041

Mae tudalen hwn yn fwriadol wag

APPENDIX TWO					
	0	1	2	3	4
SUMMARY	2020-21	2021-22	2022-23	2023-24	2024-25
	£'000	£'000	£'000	£'000	£'000
CAPITAL EXPENDITURE	M9 Outturn				
WHQS Improvements & Maintenance	6,942	6,703	6,492	6,712	6,814
New build	7,008	12,718	10,468	7,840	0
Acquisition of existing properties	500	500	500	500	0
Acquisition of Land	0	0	0	0	0
Other Improvements	426	743	785	415	421
	14,876	20,663	18,245	15,468	7,235
CAPITAL FUNDING					
Major Repairs Allowance	2,401	2,401	2,401	2,401	2,401
Capital Receipts	422	2,020	1,200	920	0
Borrowing	7,332	12,545	11,743	10,793	3,493
Other Funding Sources	2,140	1,212	1,055	0	0
Capital Expenditure funded by HRA	2,581	2,485	1,846	1,354	1,341
	14,876	20,663	18,245	15,468	7,235
REVENUE EXPENDITURE					
Management	3,223	3,311	3,441	3,573	3,671
Repairs & Maintenance	5,030	5,103	5,217	5,409	5,563
Interest	3,155	3,309	3,681	4,005	4,132
Capital Financing Charge	3,277	3,189	3,167	3,793	4,379
	14,685	14,911	15,506	16,780	17,746
REVENUE INCOME					
Gross Rental Income	16,209	16,661	17,272	18,062	19,024
Garages	175	180	185	191	197
Service Charges	390	394	398	402	406
Voids	-417	-289	-299	-312	-329
Bad Debts	-319	-345	-346	-348	-351
WG Affordable Housing Grant (AHG)	210	135	135	135	135
Interest on Balances	10	7	5	5	5
Other Income	0	0	0	0	0
	16,258	16,743	17,351	18,135	19,087
BALANCES					
Surplus / Deficit (-) For Year	1,573	1,832	1,844	1,354	1,341
Capital Expenditure funded by HRA	2,581	2,485	1,846	1,354	1,341
Balance Brought Forward (HRA Reserve)	2,667	1,659	1,006	1,005	1,005
Surplus / - Deficit after CERA	-1,008	-653	-2	-0	0
Balance carried forward	1,659	1,006	1,005	1,005	1,005

Mae tudalen hwn yn fwriadol wag

Appendix 3

Housing Rent Setting 2021/2022

Efficiency, Value for Money and Affordability.

From this year, as part of the annual Rent Increase process, Welsh Government has required landlords to consider an “assessment of cost efficiencies across the operating cost base, value for money and affordability for tenants”.

We have gathered existing data that we use to monitor these areas and this includes the use of the HOUSEMARK specialist housing benchmarking tool which we have used for a number of years and which is now the suggested tool for all social landlords in Wales as part of the new assessments.

This report outlines our approach to these three requirements.

1) Cost Efficiencies.

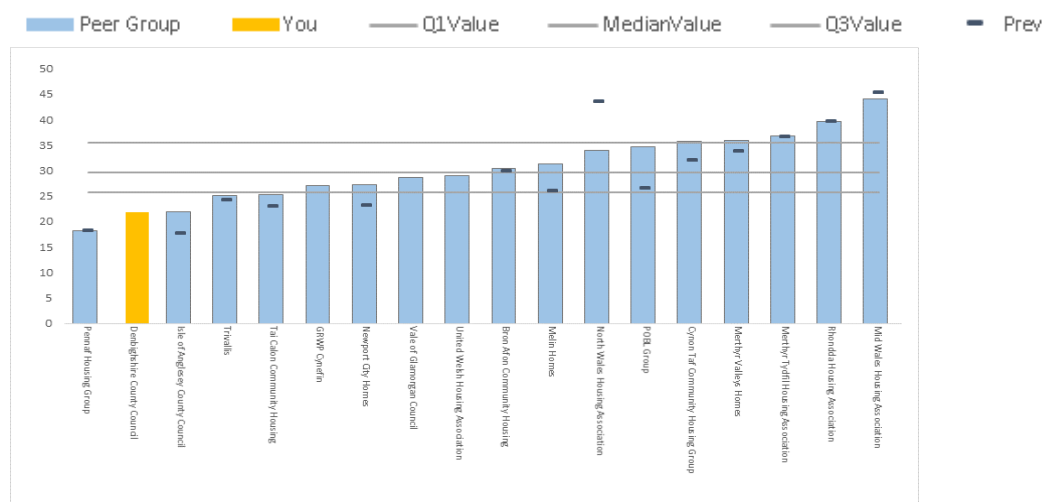
We know that we have invested in our housing stock as we achieved the Welsh Housing Quality Standard (WHQS) in 2014 and have invested since to ensure we can continue to maintain these standards. In addition we have taken a proactive approach to improving our re-let standards and have invested heavily to ensure our new tenants are able to move into and settle in a high quality home. We take the opportunity to refurbish our homes when they are empty to also deal with asbestos and general maintenance not specific to WHQS, such as plastering, given the age of some of our stock. In order to invest this level of sums through our revenue and capital streams it is vital that we manage our resources efficiently.

The graphs below are taken from data provided by HOUSEMARK and shows our costs are low compared to comparable landlords but our cash investment in our assets is high.

Overheads

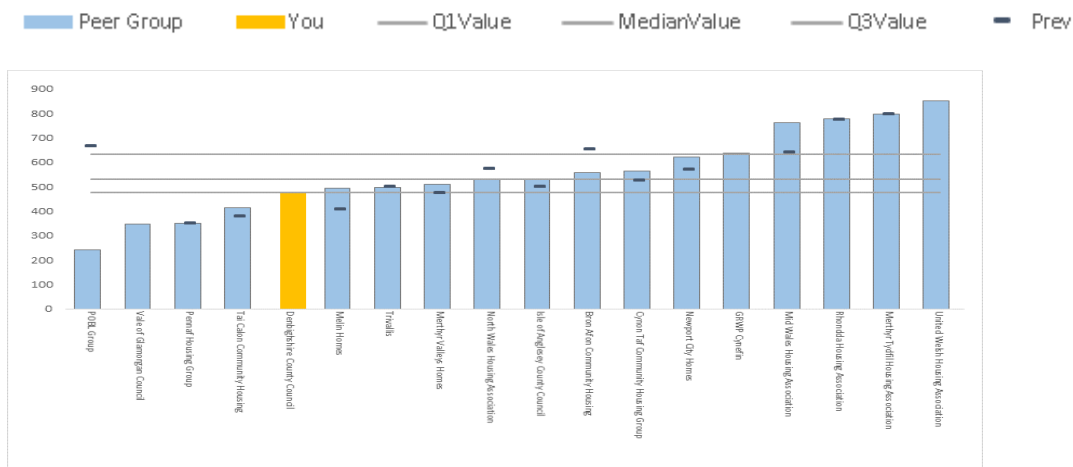
The first graph shows overheads as a percentage of our revenue costs and shows that our operating costs are amongst the lowest of comparable landlords in terms of how we compare with our benchmark group on efficiency.

Overheads as percentage of direct revenue costs



The graph below shows the costs of our housing management services, such as Income and Neighbourhood Management, per property compared to comparable landlords in Wales.

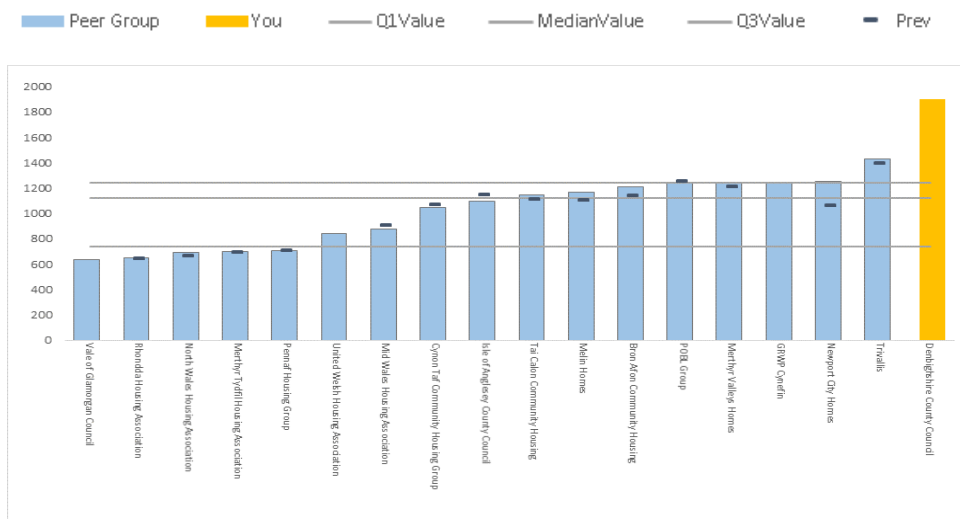
Total cost per property: housing management



Investment

This graph shows the cost of our investment in our homes and shows we are the most expensive which specifically reflects our commitment to expenditure on empty homes. It is worth noting that we will tend to have older stock than Registered Social Landlords.

Total cost per property: responsive repairs and void works



The table below summarises areas where we have improved our cost or efficiency of the service.

Efficiencies table

Action	Description	Cost	Efficiency	Cash Savings
Housing Restructure	In 2019 we improved the efficiency of the housing service	Neutral	More Housing Officers for the same cost	Nil

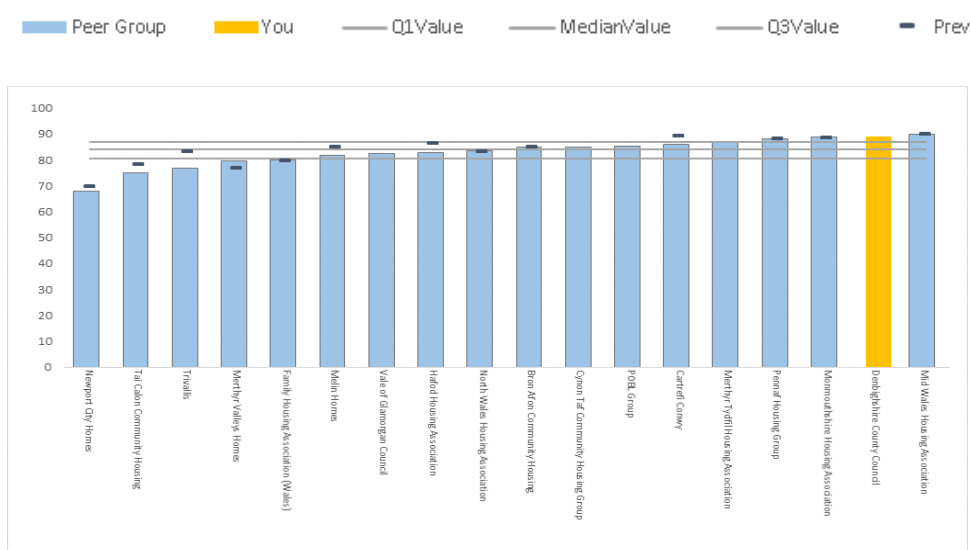
	by removing different tiers of roles.		Reduced duplication Reduced patch sizes	
Income Management	We introduced predictive analytics software to target rent arrears work.	£40k	This has reduced our rent arrears by c. £50k and saved 0.9 FTE staff time which is reinvested in additional time to support tenants.	NIL (additional cost is equivalent to efficiency but service improved)
Improved efficiency of workflow to DLO	To support existing overheads and reduce external costs	NIL	Budgeted income for 2020/21 from the DLO has increased by £460k	NIL
Maximise grant funding for new build programme	New external funding gained for the first time (SHG, IHG, AHG, TRI)	NIL	New funding gained for new build programme	£3.8m in new funding
New funding gained for asset capital programmes	To support work to reduce carbon of stock	NIL	Optimised Retrofit Programme funding	£820k of new funding
Income stream from OFGEM	Income from renewable energy production	NIL	Savings for tenants energy bills and income	£48k
Voids framework	Procurement of framework to improve efficiency of distribution of void works to contractors	NIL	Reduced officer time when procuring major voids works	NIL

2) Value For Money

Our principle measure of Value for Money is feedback from customers, obtained through our bi-annual STAR survey of all tenant households. These graphs use January 2019 Survey data. The next data set used will be later in 2021.

The graph below shows our Value for Money score at 89% as being amongst the highest in Wales.

Satisfaction that rent provides VFM



3) Affordability

The question of the affordability of our weekly rents is more difficult to analyse as much depends on the individual circumstances of every individual household. We apply the principle that a CPI increase plus 1% every year ensures we can continue to meet costs in managing and maintaining our £300m plus worth of assets. We know costs will rise and our income needs to keep pace over the course of our business plan but also fully appreciate that household incomes, salaries and welfare benefits may not increase.

Failure to increase rent by inflation means that the impact of even a one year stagnant income is experienced for every year of our business plan afterwards as we cannot retrospectively increase to make up the difference or add an additional percentage in a future year.

Communication with Tenants

We have spoken to Denbighshire Tenants and Residents Federation (DTARF) about the increase and they understand the need for an inflationary increase and acknowledge that we provide a supportive approach to income management for our households.

We provide information to our tenants on how their rent money is spent. Each year with the rent increase notification letter we send all tenants a booklet which explains -

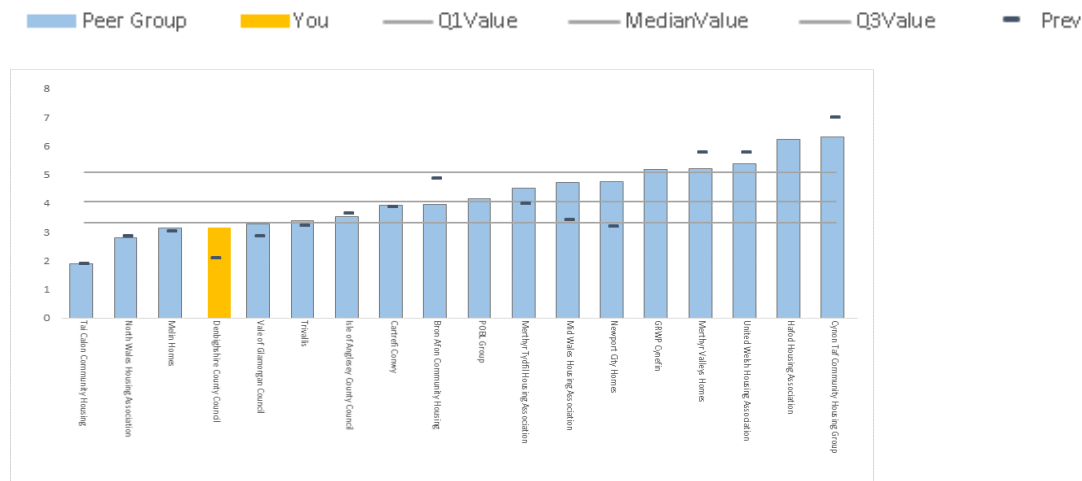
- How the average weekly rent is spent with a breakdown of our management, maintenance and finance costs.
- A breakdown of planned Income and expenditure
- Our average weekly rent compared to other North Wales Social Landlords.

The third point above, which compares our average weekly rent with other social landlords in North Wales is important as social rents can reasonably be expected to be the lowest rent levels in the housing market. Therefore affordability should be less of an issue compared to other sectors, such as the private rented sector, however we know that it is also likely that the poorest households will live in social housing.

It is important that we recognise that every household is individual and have to live according to their means. The welfare benefit system is in place to provide financial support to low income families including with housing costs. Our Income Management service has been successful in managing low rent arrears levels compared to the sector and very low number of evictions.

The graph below from HOUSEMARK shows our comparable low level of arrears.

Total tenant arrears as % rent due (excluding voids)



Advice & Support to promote Affordability

We offer as much advice and support as we can for households with affordable repayment terms should families fall into arrears, offer budgeting advice and make appropriate referrals for specialist support.

In addition to the Council's contract for Welfare Rights advice with Citizens Advice Denbighshire (CAD) we have entered into an additional project, **Key To Advice**, which enables the housing team to benefit from a specific worker from CAD, partly based within the team, to provide support to tenants. In addition there is a focus on fuel poverty to assist our tenants with their fuel bills and tariffs. In addition, CAD support workshops and events held in our neighbourhoods.

Highlights of April to September 2020 of the Key to Advice project

- 374 tenants supported
- £1.036m annual income gains
- Advice on £1.160m debt
- 27 tenants removed from fuel poverty

Impact Assessment

We complete a well-being impact assessment annually with tenant representatives to consider the balance of an inflationary rent increase alongside the benefits this can have for the whole group of tenants through investment in the quality of homes, improving the energy efficiency of homes and services and projects to support families. The positive aspects of the assessment conclude that we need to maintain a pace with inflation and rising costs in order to be able to maintain the level of investment for all our households.

We also employ a Financial & Digital Inclusion Coordinator to deliver projects, workshops and initiatives to promote financial inclusion and raise awareness of money issues.

Conclusion

This report outlines that Denbighshire Housing is able to demonstrate efficiency when managing and maintaining our housing assets, that our tenants believe that we offer value for money and that we provide homes that are affordable for households in the county.

Housing Rent Setting

Well-being Impact Assessment Report

This report summarises the likely impact of the proposal on the social, economic, environmental and cultural well-being of Denbighshire, Wales and the world.

Assessment Number:	867
Brief description:	Increasing council house weekly rents
Date Completed:	02/12/2020 09:56:04 Version: 1
Completed by:	Geoff Davies
Responsible Service:	Customers, Communications & Marketing
Localities affected by the proposal:	Whole County,
Who will be affected by the proposal?	council tenants and households
Was this impact assessment completed as a group?	Yes

IMPACT ASSESSMENT SUMMARY AND CONCLUSION

Before we look in detail at the contribution and impact of the proposal, it is important to consider how the proposal is applying the sustainable development principle. This means that we must act "in a manner which seeks to ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs."

Score for the sustainability of the approach

★ ★ ★ ★ (3 out of 4 stars) Actual score : 26 / 30.

Implications of the score

Overall the provision of quality, social housing and the investment delivered by the HRA contributes significantly to the local economy, health and well being and safety of communities. The negative impact of increasing rents is the impact on individual households particularly given the pressure on households during Covid 19, however the increase is in line with Welsh Government policy and CPI inflation. An increase in outgoings may trigger an increase in benefit entitlement and these are based on government calculations on what people need to live on. There was a strong view within the group that we should not reduce our income to mask affordability and poverty issues in society generally. Detailed work is being undertaken to support all household's to mitigate against financial exclusion issues and significant developments are underway to promote resilient communities well into the future. As our rents are below other social landlords on the county there is a fear that the poorer households would choose Denbighshire Housing as their landlord for this reason and we would have a disproportionate amount of poorer households seeking housing. The group considered other costs also increasing such as utility prices and council tax and the feeling was that these are out of our control and again we should not jeopardise our business plan and what investment we can make for our tenants because of other factors in society. A clear explanation of the use of HRA resources will be given to tenants with their rent increase notification.

Summary of impact

Well-being Goals

- A prosperous Denbighshire
- A resilient Denbighshire
- A healthier Denbighshire
- A more equal Denbighshire
- A Denbighshire of cohesive communities
- A Denbighshire of vibrant culture and thriving Welsh language
- A globally responsible Denbighshire

- Positive
- Positive
- Positive
- Positive
- Positive
- Positive
- Positive



Main conclusions

Whilst a rent increase can present challenges for some households particularly due to the additional pressure brought on household finances during Covid 19 we need to continue to invest in our housing stock to ensure our homes are quality and efficient to live in particularly with regards to energy efficiency. In addition we provide and fund support serves, partnerships and projects to support households, if we did not increase our rent with inflation we would not be able to maintain these levels of significant investment.

Evidence to support the Well-being Impact Assessment

- We have consulted published research or guides that inform us about the likely impact of the proposal
- We have involved an expert / consulted a group who represent those who may affected by the proposal
- We have engaged with people who will be affected by the proposal

THE LIKELY IMPACT ON DENBIGHSHIRE, WALES AND THE WORLD

A prosperous Denbighshire

Overall Impact	Positive
Justification for impact	This will have a positive impact because a sustainable HRA will support the provision of quality social housing for people in Denbighshire into the long term. Whilst any increase in weekly out goings could have an impact on households failure to invest could jeopardise our future growth.
Further actions required	We have a Financial Inclusion Action Plan which will help mitigate the impact on households through a series of actions. The increased income will enable us to increase our investment in our stock, neighbourhoods and support services.

Positive impacts identified:

A low carbon society	Increasing our income will allow us to investigate and invest in better ways to provide homes including low carbon homes and investing in improving the efficiency of existing stock.
Quality communications, infrastructure and transport	This will enable us to continue to invest in areas we own including open spaces and neighbourhoods
Economic development	A sustainable HRA business plan will support local businesses into the future
Quality skills for the long term	Increasing our income will help us to meet staffing costs and develop future opportunities
Quality jobs for the long term	This will enable us to continue to invest in skills through improvement works and community benefits.
Childcare	

Negative impacts identified:

A low carbon society	
Quality communications, infrastructure and transport	
Economic development	An increase in weekly rent could have an adverse effect on families weekly income and ability to manage their childcare and work balance
Quality skills for the long term	
Quality jobs for the long term	
Childcare	An increase in weekly rent could have an adverse effect on families weekly income and ability to manage their childcare and work balance

A resilient Denbighshire

Overall Impact	Positive
Justification for impact	A sustainable HRA will lead to investment and will enable us to develop more modern, innovative and resilient homes and neighbourhood environments.
Further actions required	Positives will be assessed through Community Benefit tool kits

Positive impacts identified:

Biodiversity and the natural environment	Investment in housing stock including new build will enable us to consider community benefits including these factors
Biodiversity in the built environment	Investment in lower quality stock will enable us to demolish and replace homes and consider biodiversity in this process.
Reducing waste, reusing and recycling	Investment in housing stock including new build will enable us to consider community benefits including these factors
Reduced energy/fuel consumption	Investment in our housing stock is required to ensure we can maximise energy efficiency and reduce fuel use and carbon through poor performing homes.
People's awareness of the environment and biodiversity	Investment in housing stock including new build will enable us to consider community benefits including these factors
Flood risk management	Ensuring that new build schemes will achieve flood mitigation works by design

Negative impacts identified:

Biodiversity and the natural environment	
Biodiversity in the built environment	
Reducing waste, reusing and recycling	
Reduced energy/fuel consumption	
People's awareness of the environment and biodiversity	
Flood risk management	

A healthier Denbighshire

Overall Impact	Positive
Justification for impact	We are able to invest in promoting healthier communities for our tenants and residents.

Further actions required	We are able to invest in additional services such as community development staff to significantly increase our work to promote health and well being. The negative is increased could increase arrears / debt issues but our resources allow us to invest in projects to mitigate this and far reaching actions to tackle financial exclusion and debt.
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Positive impacts identified:

A social and physical environment that encourage and support health and well-being	This will allow us to continue to invest in health and well being including physical assets such as play areas and also working with our communities
Access to good quality, healthy food	We have staff resources to help our communities develop resilience and promote healthy lifestyles including projects to support healthy eating
People's emotional and mental well-being	We have staff resources to help our communities develop resilience and promote health and well being. We have a Financial Inclusion action plan to tackle debt and financial exclusion issues which will support emotional well being.
Access to healthcare	Through having staff resources available we are supporting a Public Health Wales project on Tackling health inequality and can continue with similar work
Participation in leisure opportunities	This will allow us to continue to invest in health and well being including physical assets such as play areas and also working with our communities to enhance access to leisure activities.

Negative impacts identified:

A social and physical environment that encourage and support health and well-being	
Access to good quality, healthy food	
People's emotional and mental well-being	
Access to healthcare	
Participation in leisure opportunities	

A more equal Denbighshire

Overall Impact	Positive
Justification for impact	Continued investment in line with inflation will support our business plan to able to continue to offer social housing and related services to those who are not served by the private housing market.

Further actions required	We will mitigate the negatives of the rent increase, which could disproportionately effect households with the protected characteristics through investment in financial inclusion initiatives and support services which will also benefit wider tenant population
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Positive impacts identified:

Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation	Continued investment in line with inflation will support our business plan to able to continue to offer social housing and related services to those who are not served by the private housing market.
People who suffer discrimination or disadvantage	Continued investment in line with inflation will support our business plan to able to continue to offer social housing and related services to those who are not served by the private housing market.
Areas with poor economic, health or educational outcomes	A sustainable HRA will enable us to continue to provide quality housing and also invest in support initiatives that tackle poverty and provide opportunity in our communities,
People in poverty	An increase in rent could have an adverse effect on households but the rise is on line with CPI inflation and will be offset by significant investment in support services in this area.

Negative impacts identified:

Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation	
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People who suffer discrimination or disadvantage	
Areas with poor economic, health or educational outcomes	
People in poverty	

A Denbighshire of cohesive communities

Overall Impact	Positive
Justification for impact	A sustainable HRA business plan will enable us to maintain adequate resources to support communities.
Further actions required	The Business Plan has enabled us to deliver increased work with communities to focus on additional areas of work which will support community participation and resilience in the long term.

Positive impacts identified:

Safe communities and individuals	A sustainable HRA business plan will enable us to maintain adequate resources to promote safe communities and tackle issues and individuals. These resources can support partnership working to work together to take a strategic approach to promoting safe neighbourhood's and also joint working to tackle issues.
Community participation and resilience	The Business Plan has enabled us to deliver a community development team to focus on additional areas of work which will support community participation and resilience. We are developing this through a Community Investment strategy and related work plans.
The attractiveness of the area	We are able to invest significantly in improving the appearance of our neighbourhoods through the HRA
Connected communities	The Housing team and community development work enables us to ensure that people are connected to services and network as well as through digital inclusion work
Rural resilience	The Housing team and community development work enables us to ensure that people are connected and ensure that our homes in rural areas are able to contribute to the rural economy by providing quality homes and investment projects and opportunities.

Negative impacts identified:

Safe communities and individuals	
Community participation and resilience	
The attractiveness of the area	

Connected communities	
Rural resilience	

A Denbighshire of vibrant culture and thriving Welsh language

Overall Impact	Positive
Justification for impact	The service adheres to the Welsh language standards but a sustainable HRA will enable us to consider opportunities to further promote the Welsh Language
Further actions required	This work can include providing community development activities through the Welsh language will be integral with in our Community Development Strategy.

Positive impacts identified:

People using Welsh	A sustainable HRA enables us to continue to promote the Welsh Language and support staff to work in the medium of Welsh so people can use their first language to access the service. We also adopt a local lettings policy which gives priority in rural areas to people from the community to help with protecting the future use of the welsh language in our communities.
Promoting the Welsh language	The service adheres to the Welsh language standards but a sustainable HRA will enable us to consider opportunities to further promote the Welsh Language. This work can include providing community development activities through the Welsh language.
Culture and heritage	A sustainable HRA enables us to continue to promote the Welsh culture and heritage and support organisations and projects in our communities

Negative impacts identified:

People using Welsh	
Promoting the Welsh language	
Culture and heritage	

A globally responsible Denbighshire

Overall Impact	Positive
Justification for impact	Good quality social housing is key to ensuring that the local economy can thrive in Denbighshire and North Wales. The continued growth of the business plan will support future provision to meet growing need. The service will be able to develop partnerships and support other organisations who are providing series to our tenants.
Further actions required	The service supports the Council's corporate objectives in addition to the more specific plans such as the Housing Strategy and Homelessness Prevention Strategy. Wider health & well being is promoted in addition to the investment in the local economy.

Positive impacts identified:

Local, national, international supply chains	<p>The HRA commits significant invest through stock and neighbourhood improvement programmes. In addition new build homes will add significantly to this and we have awarded a significant contract for new homes components that will be manufactured in North Wales. This supports the local economy. Community Benefits are integral to all contracts to ensure employment and training opportunities are mandatory and the impact is captured as evidence.</p>
Human rights	<p>The HRA investment enables us to provide jobs and opportunities which promote excellent employment practices and working conditions.</p>
Broader service provision in the local area or the region	<p>Good quality social housing is key to ensuring that the local economy in Denbighshire and North Wales is sustainable and supports the economic activity of the area by providing affordable housing options in the area. In addition the provision of social housing with increasing stock numbers will support a number services which seek to support households with settled and secure accommodation in safe neighbourhoods.</p>

Negative impacts identified:

Local, national, international supply chains	
Human rights	
Broader service provision in the local area or the region	

Adroddiad i'r: Cabinet

Dyddiad y cyfarfod 19 Ionawr 2021

Aelod Arweiniol / Swyddog Julian Thompson Hill

Awdur yr Adroddiad Steve Gadd, Pennaeth Cyllid ac Eiddo

Teitl Cyllideb 2021/22 – Cynigion Terfynol

1. Am beth mae'r adroddiad yn sôn?

Mae'r adroddiad yn nodi goblygiadau Setliad Llywodraeth Leol 2021/22 a chynigion i gwblhau'r gyllideb ar gyfer 2021/22.

2. Beth yw'r rheswm dros lunio'r adroddiad hwn?

2.1 Mae'n ofynnol yn ôl y gyfraith i'r Cyngor bennu cyllideb gytbwys y gellir ei chyflawni cyn dechrau pob blwyddyn ariannol a gosod y lefel o Dreth y Cyngor o ganlyniad i ganiatáu i filiau gael eu hanfon at breswylwyr.

2.2 Darparu trosolwg o broses y gyllideb ac effaith y Setliad Llywodraeth Leol a chymeradwyo'r gyllideb ar gyfer 2021/22, gan gynnwys lefel Treth y Cyngor.

3. Beth yw'r Argymhellion?

3.1 Nodi effaith y Setliad Llywodraeth Leol Drafft 2021/22.

3.2 Fod y Cabinet yn cefnogi'r cynigion a amlinellir yn Atodiad 1, ac y manylir arnynt yn Adran 4, ac yn eu hargymell i'r Cyngor llawn er mwyn llunio'r gyllideb yn derfynol ar gyfer 2021/22.

3.3 Argymell i'r Cyngor y cynnydd cyfartalog arfaethedig o 3.8% yn Nhreth y Cyngor.

3.4 Argymell i'r Cyngor fod awdurdod yn cael ei ddirprwyo i'r Pennaeth Cyllid ac Eiddo mewn ymgynghoriad â'r Aelod Arweiniol Cyllid i addasu'r defnydd o arian sydd wedi'i

gynnwys yng nghynigion y gyllideb o hyd at £500mil os oes yna symud rhwng ffigyrau'r setliad drafft a'r setliad terfynol er mwyn gallu gosod Treth y Cyngor yn amserol.

3.5 Bod y Cabinet yn cadarnhau ei fod wedi darllen, deall ac ystyried yr Asesiadau o'r Effaith ar Les.

4. Manylion yr Adroddiad

4.1 Derbyniodd y cyngor y Setliad Llywodraeth Leol Drafft ar gyfer 2021/22 ar 21 Rhagfyr ac arweiniodd at setliad cadarnhaol o +3.6% oedd yn cymharu â safle cyfartalog Cymru o 3.8%. Disgwylir y Setliad Terfynol ar 2 Mawrth ond mae Llywodraeth Cymru (LIC) wedi nodi na fydd yna lawer o newidiadau.

4.2 Fel rhan o'r setliad roedd yna 'drosglwyddiadau i mewn' o £1.280m sydd wedi eu trosglwyddo i'r meysydd gwasanaeth perthnasol fel yn y blynyddoedd blaenorol:

- 2020/21 Y Grant Cyflog Athrawon - £0.135m
- Y Rhaglen Rheoli Risgiau Arfordirol £1.145m

4.3 Mae cynigion terfynol i gydbwysu cyllideb 2021/22 wedi eu dangos yn y Cynllun Ariannol Tymor Canolig yn Atodiad 1. Y prif feysydd o ran twf a phwysau yw:

- Pwysau tâl o £0.870m
- Chwyddiant prisiau ac ynni £250mil
- Ardoll y Gwasanaeth Tân o £162mil
- Lwfans ar gyfer cynnydd yn y Cynllun Gostyngiad Treth y Cyngor o £350mil.
- Pwysau chwyddiant ysgolion yn cael eu cydnabod yn swm o £1.205m
- Buddsoddiad ysgolion mewn Anghenion Dysgu Ychwanegol £1.192m
- Buddsoddiad ysgolion yng nghynaliadwyedd ysgolion bach £161mil
- Pwysau demograffig ysgolion o £718mil
- £2.4m i gydnabod pwysau'r galw a'r rhagolygon mewn Gwasanaethau Cymorth Cymunedol fel rhan o strategaeth hirdymor y cyngor i reoli cyllidebau gofal.
- £0.750m i gydnabod y pwysau presennol mewn Addysg a Gwasanaethau Plant sy'n ymwneud â Lleoliadau y Tu Allan i'r Sir ac Adennill.
- Mae'r pwysau £250mil mewn Gwasanaethau Gwastraff wedi eu cydnabod yn seiliedig ar amcangyfrifon o bwysau yn ystod y flwyddyn.

- Effaith penderfyniadau blaenorol gan y Cyngor/Cabinet (e.e. Cynllun Llifogydd y Rhyl, Bwrdd Uchelgais Economaidd Gogledd Cymru): £0.276m
- Pwysau £389mil am fuddsoddiad yn y Targed Di-garbon sydd ei angen er mwyn y targed ar gyfer 2030 a gytunwyd gan y Cyngor.
- Buddsoddiad o £250mil ym mhroblem y Clefyd Coed Ynn. Byddai hyn yn gwneud taliad untro parhaol a nodwyd yng nghyllideb y llynedd.
- Yng ngoleuni graddfa'r pwysau, a'r ffaith fod effaith Covid a Brexit yn parhau heb eu datrys, mae arian at raid o £683mil wedi ei gynnwys

4.4 Mae'r pwysau a nodwyd uchod yn gyfanswm o £9.903m. Mae effaith defnyddio £685mil o arian yn 20/21 (sydd â'r effaith o ohirio'r angen i nodi arbedion yn unig) yn golygu bod cyfanswm y diffyg yn £10.588m. Byddai angen setliad drafft o tua 8% er mwyn ariannu'r pwysau hyn i gyd. Mae'r setliad net +3.6% yn cynhyrchu £5.42m o refeniw ychwanegol gan adael bwllch cyllido o £5.167m. Mae'r eitemau canlynol wedi eu cynnwys yn y cynigion er mwyn pontio'r bwllch hwnnw:

- Mae Cyllidebau Incwm Ffioedd a Thaliadau wedi bod yn destun chwyddiant yn unol â'r polisi Ffioedd a Thaliadau a gytunwyd sy'n cynyddu incwm allanol o £0.462m.
- Mae arbedion effeithlonrwydd gweithredol sy'n gyfanswm o £690mil wedi eu nodi yn bennaf gan wasanaethau drwy gydol y flwyddyn ac o fewn cyfrifoldeb a ddirprwywyd i Benaethiaid Gwasanaeth mewn ymgynghoriad ag Aelodau Arweiniol.
- Mae arbedion o £0.781m hefyd wedi eu nodi sy'n newid darpariaeth gwasanaeth mewn ffordd a chawsant eu rhannu mewn manylder gyda'r Cabinet a'r Cyngor yn sesiynau briffio mis Rhagfyr.
- 1% (£0.733m) Targed effeithlonrwydd ysgolion o Gyllidebau Dirprwyedig Ysgolion. Gan fod cyllidebau ysgolion wedi eu datganoli, y cyrff llywodraethu fydd yn penderfynu sut y bydd yr arbedion yn cael eu cyflawni.
- Argymhellir bod Treth y Cyngor yn cynyddu o 3.8% fydd yn creu refeniw ychwanegol o £2.132m. Mae hyn yn cymharu â chynnydd y llynedd o 4.3% a 6.35% y flwyddyn cyn hynny.
- Yn olaf, mae Sylfaen Treth y Cyngor wedi cynyddu mwy na'r disgwyl eleni sy'n golygu y rhagwelir Treth y Cyngor ychwanegol o £369mil.

5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?

Mae rheolaeth effeithiol o gyllidebau'r cyngor a chyflawni strategaeth y gyllideb y cytunwyd arni yn sail i weithgareddau ym mhob maes, gan gynnwys blaenoriaethau corfforaethol. Mae'r cynigion yn cynnwys dyraniadau i barhau i gefnogi blaenoriaethau.

6. Faint fydd hyn yn ei gostio a sut y bydd yn effeithio ar wasanaethau eraill?

Nodir manylion yn Adran 4.

7. Beth yw prif gasgliadau'r Asesiad o'r Effaith ar Les?

Mae Asesiad o Effaith ar Les cynnydd yn Nhreth y Cyngor wedi'i gynnwys yn Atodiad 3.

8. Pa ymgynghoriadau sydd wedi'u cynnal gyda Chraffu ac eraill?

Yn ogystal â'r adroddiadau rheolaidd i'r Pwyllgor Llywodraethu Corfforaethol, cafodd proses y gyllideb ei hystyried gan y Tîm Arwain Strategol, cyfarfodydd Briffio'r Cabinet, Arweinwyr Grŵp a chyfarfodydd Briffio'r Cyngor. Mae'r Fforwm Cyllideb Ysgol wedi'i gynnwys yn y cynigion drwy gydol y flwyddyn. Ymgynghorwyd ag Undebau Llafur drwy'r Cydbwyllgor Ymgynghorol Lleol. Mae pandemig y Covid wedi effeithio ar y lefel o ymgynghori ac ymgysylltu gyda'r cyhoedd. Ond er hynny mae cynlluniau mewn grym i ymgysylltu'n gynnar gyda'r holl fudd-ddeiliaid yn ystod proses y gyllideb ar gyfer 2022/23.

9. Datganiad y Prif Swyddog Cyllid

9.1 Nod y broses gyllidebol yw sicrhau bod y cyngor yn cyflwyno cyllideb gytbwys. Mae effaith y pandemig a'r ansicrwydd ynglŷn â lefel ac amseriad y setliadau ariannol eto eleni wedi gwneud cynllunio ariannol hyd yn oed yn fwy heriol. Fodd bynnag, roedd y setliad drafft pan gafodd ei gyhoeddi yn parhau i ddod yn ôl at setliadau cadarnhaol a groesawir a bydd gobeithio yn cydnabod y gwaith pwysig a gyflawnir gan Lywodraeth Leol a'r pwysau y mae'n eu hwynebu.

9.2 Mae'r cynigion yn yr adroddiad hwn yn cynnig dull cytbwys sy'n cymryd yr egwyddorion canlynol i ystyriaeth:

- Anelu i gydnabod ac unioni pwysau o fewn blwyddyn a rhagweld pwysau gwasanaeth gymaint â phosibl er mwyn datblygu cadernid.
- Sicrhau bod gwasanaethau yn cael eu herio i gyflawni gwasanaethau effeithiol, ond i geisio lleihau effaith cynigion ar ddefnyddwyr gwasanaeth a staff.
- Cadw cynnydd yn Nhreth y Cyngor mor isel ag sy'n ymarferol bosibl.
- Cyfyngu'r defnydd o Arian sydd ond yn gohirio'r angen i nodi arbedion.
- Cynnal cyllid ar gyfer blaenoriaethau corfforaethol.

9.5 Oherwydd y dyddiad hwyr iawn ar gyfer y Setliad Terfynol, argymhellir bod y Cabinet a'r Cyngor yn dirprwyo awdurdod i'r Pennaeth Cyllid ac Eiddo mewn ymgynghoriad â'r Aelod Arweiniol Cyllid i addasu'r defnydd o arian sydd wedi'i gynnwys yng nghynigion y gyllideb o hyd at £500mil. Mae LIC wedi nodi ei bod yn annhebygol y bydd yna unrhyw newidiadau sylweddol, fodd bynnag mae'n synhwyrol cytuno ar gynllun wrth gefn ymlaen llaw.

9.4 Os nad yw'r cynigion yn yr adroddiad hwn yn cael eu derbyn, mae'n rhaid cyflwyno cynigion eraill i gydbwyso'r gyllideb.

10. Pa risgiau sydd yna ac oes yna unrhyw beth y gallwn ei wneud i'w lleihau?

Mae proses y gyllideb ynddi ei hun yn fesur ar gyfer rheoli risg, gyda'r nod o nodi, asesu a chytuno ar gynigion y gyllideb mewn modd sydd wedi ei gynllunio ac sy'n amserol. Byddai methu â chytuno ar y cynigion hyn heb gynnig cynigion posibl eraill, yn peryglu cyflawni cyllideb gytbwys ar gyfer 2021/22.

11. Pŵer i wneud y Penderfyniad

Dan Adran 151 Deddf Llywodraeth Leol 1972, mae'n ofynnol i awdurdodau lleol wneud trefniadau i weinyddu eu materion ariannol yn briodol.

Mae tudalen hwn yn fwriadol wag

Appendix 1 FINAL PROPOSALS 2021/22

	2020/21 £'000	2021/22 £'000	2022/23 £'000	2023/24 £'000
Funding				
Revenue Support Grant & NNDR (RSG)	151,932	158,632	158,632	158,632
Council Tax	55,685	58,187	60,948	63,707
SSA / Budget Requirement	207,616	216,818	219,579	222,339
Use of Balances	685			
Total Funding	208,301	216,818	219,579	222,339
Expenditure				
Base Budget	198,538	208,302	216,819	220,906
Inflation / Pressures:				
Pay	1,124	870	1,019	1,019
Price - targeted	100	100	100	100
Price - NSI Energy	150	150	150	150
CTRS	350	350	350	350
Fire Authority Charge	93	162	100	100
Income Inflation		(462)	(500)	(500)
Social Services	2,600	2,397	500	500
Childrens Service	1,546	750		
Other Service Pressures		286		
Waste Pressures	1,400	250		
School Transport	600			
Schools Inflation	2,852	1,205	1,000	1,000
Schools Investment		1,353		
Schools Demography Adjustment	716	718	787	787
Covid / Brexit Contingency	358	683		
Other known items:				
Investment in Priorities 1	250		250	250
Investment in Priorities 2	250		250	250
Investment in Priorities 3	29	176	81	
NWEAB Growth Deal		64		
Carbon Zero Project		389		
Transfers into/out of Settlement	1,794	1,280		
EFFICIENCIES / SAVINGS:				
Pensions Triennial Review	(2,000)			
Service Efficiencies - BAU	(1,756)	(690)		
Service Savings		(781)		
Schools Efficiency Target	(692)	(733)		
Total Expenditure	208,302	216,819	220,906	224,912
Funding Shortfall / (Available)	0	0	1,327	2,573

Mae tudalen hwn yn fwriadol wag

Council Tax Sensitivity Analysis

2021/22	Increas %	Increase in Band D £	Proposed Band D £	Total Funding £000	Inc/Dec in Funding £000
	0.00%	0.00	1,384.16	56,054	0
	0.50%	6.92	1,391.08	56,335	281
	1.00%	13.84	1,398.00	56,615	561
	1.50%	20.76	1,404.92	56,896	842
	2.00%	27.68	1,411.84	57,177	1,122
	2.25%	31.14	1,415.30	57,317	1,263
	2.50%	34.60	1,418.76	57,457	1,403
	2.75%	38.06	1,422.22	57,597	1,543
	3.00%	41.52	1,425.68	57,738	1,683
	3.25%	44.99	1,429.15	57,878	1,824
	3.50%	48.45	1,432.61	58,018	1,964
	3.75%	51.91	1,436.07	58,159	2,104
Current Recommendation	3.80%	52.60	1,436.76	58,187	2,132
	4.00%	55.37	1,439.53	58,299	2,245
2020/21 Increase	4.30%	59.52	1,443.68	58,467	2,413
	4.50%	62.29	1,446.45	58,579	2,525
	4.80%	66.44	1,450.60	58,748	2,693
	4.95%	68.52	1,452.68	58,832	2,778
	5.00%	69.21	1,453.37	58,860	2,806
	5.25%	72.67	1,456.83	59,000	2,946
	5.50%	76.13	1,460.29	59,141	3,086
	5.75%	79.59	1,463.75	59,281	3,227
	6.00%	83.05	1,467.21	59,421	3,367
	6.25%	86.51	1,470.67	59,561	3,507
2019/20 Increase	6.35%	87.89	1,472.05	59,618	3,563
	6.40%	88.59	1,472.75	59,646	3,591
	6.50%	89.97	1,474.13	59,702	3,647

Mae tudalen hwn yn fwriadol wag

Council Tax 2021/22

Well-being Impact Assessment Report

This report summarises the likely impact of the proposal on the social, economic, environmental and cultural well-being of Denbighshire, Wales and the world.

Assessment Number:	879
Brief description:	It is a proposed rise in Council Tax of 3.8% in order to support the 2021/22 budget.
Date Completed:	01/01/2021 15:18:41 Version: 1
Completed by:	Steve Gadd
Responsible Service:	Finance
Localities affected by the proposal:	Whole County,
Who will be affected by the proposal?	Council Tax payers in Denbighshire
Was this impact assessment completed as a group?	Yes

IMPACT ASSESSMENT SUMMARY AND CONCLUSION

Before we look in detail at the contribution and impact of the proposal, it is important to consider how the proposal is applying the sustainable development principle. This means that we must act "in a manner which seeks to ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs."

Score for the sustainability of the approach

★ ★ ★ ★ (3 out of 4 stars) Actual score : 24 / 30.

Implications of the score

Whilst the Council Tax rise will increase the amount paid, it also allows the council to increase funding to provision in key areas such as social care and schools and maintain service levels broadly (there are some reductions but are not significant in terms of the size entire package) throughout other areas during 2021/22

Summary of impact

Well-being Goals

A prosperous Denbighshire

A resilient Denbighshire

A healthier Denbighshire

A more equal Denbighshire

A Denbighshire of cohesive communities

A Denbighshire of vibrant culture and thriving Welsh language

A globally responsible Denbighshire

Neutral

Positive

Neutral

Neutral

Positive

Neutral

Neutral



Main conclusions

The impacts are broadly neutral. This is because the Council Tax rise proposed supports a budget that protects existing service levels and increases investment in social care, schools and in other priorities. Clearly the impact is the increased tax paid by residents. The main mitigation is that around 25% of tax payers receive financial support through the Council Tax Reduction Scheme. However, it is recognised that for some taxpayers, the proposed rise will create an additional financial burden, particularly for those with relatively fixed incomes or little disposable income.

Evidence to support the Well-being Impact Assessment

- We have consulted published research or guides that inform us about the likely impact of the proposal
- We have involved an expert / consulted a group who represent those who may affected by the proposal
- We have engaged with people who will be affected by the proposal

THE LIKELY IMPACT ON DENBIGHSHIRE, WALES AND THE WORLD

A prosperous Denbighshire

Overall Impact	Neutral
Justification for impact	Whilst the Council Tax rise will increase the amount paid, it also allows the Council to increase funding to provision in key areas such as social care, waste services, children's services and schools and maintain service levels broadly. It also allows funding of a number of corporate priorities including Carbon Neutral targets, Flood Defence and coping with Ash die-back.
Further actions required	There will be an impact on the personal budgets of those who will not qualify for support: residents will pay more Council Tax - however there is support via the Council Tax reduction scheme for those who qualify for such support.

Positive impacts identified:

A low carbon society	Funding for Carbon Zero projects are included in the overall proposals.
Quality communications, infrastructure and transport	
Economic development	Contingency in place to help finance local Covid Recovery strategy.
Quality skills for the long term	Investment in Schools have been included within the proposals.
Quality jobs for the long term	
Childcare	

Negative impacts identified:

A low carbon society	
Quality communications, infrastructure and transport	
Economic development	
Quality skills for the long term	
Quality jobs for the long term	
Childcare	

A resilient Denbighshire

Overall Impact	Positive
Justification for impact	The Council Tax rise proposed supports a budget that includes continued support in key priority areas highlighted such as biodiversity and flood risk management. The budget allows for a number of service pressures which will stand the Council in good stead to face the funding challenges of future years.
Further actions required	Residents will pay more Council Tax - however there is support via the Council Tax Reduction Scheme for those who qualify for such support. For those who do not qualify for Council Tax Reduction Scheme support, the Council works closely and proactively with Citizens Advice to provide help and support with personal budgeting to those residents who may require it. Flexible payment options are available over ten or twelve months.

Positive impacts identified:

Biodiversity and the natural environment	Corporate Priorities in this area are being recognised in the budget proposals.
Biodiversity in the built environment	Corporate Priorities in this area are being recognised in the budget proposals.
Reducing waste, reusing and recycling	Further investment in Waste services are included in the proposals.
Reduced energy/fuel consumption	Carbon zero project includes investment in fleet and building to reduce energy consumption
People's awareness of the environment and biodiversity	Corporate Priorities in this area are being recognised in the budget proposals.
Flood risk management	Specific funding is included in the proposals to match fund capital investment in flood defences.

Negative impacts identified:

Biodiversity and the natural environment	
Biodiversity in the built environment	
Reducing waste, reusing and recycling	
Reduced energy/fuel consumption	
People's awareness of the environment and biodiversity	
Flood risk management	

A healthier Denbighshire

Overall Impact	Neutral
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Justification for impact	The proposal to raise Council Tax supports a budget that allows service eligibility criteria to be maintained as much as possible. Not implementing the proposed rise would inevitably lead to reductions in service provision.
Further actions required	Residents will pay more Council Tax - however there is support via the Council Tax reduction scheme for those who qualify for such support. Help to those who do not qualify for Council Tax Reduction Scheme support, flexible payment options are available. Also, the Council works closely and proactively with Citizens Advice to provide help and support with personal budgeting to those residents who may require it.

Positive impacts identified:

A social and physical environment that encourage and support health and well-being	
Access to good quality, healthy food	
People's emotional and mental well-being	The Council Tax proposal supports a budget that maintains activity and service eligibility criteria in 2021/22 and provides increased funding for social care.
Access to healthcare	
Participation in leisure opportunities	

Negative impacts identified:

A social and physical environment that encourage and support health and well-being	
Access to good quality, healthy food	
People's emotional and mental well-being	In some circumstances, where residents have relatively fixed incomes or little disposable income and do not qualify for support, the additional cost may cause a degree of anxiety or stress.
Access to healthcare	
Participation in leisure opportunities	

A more equal Denbighshire

Overall Impact	Neutral
Justification for impact	The proposal to raise Council Tax supports a budget that avoids significant cuts to services received by the public in 2021/22. There are no known negative impacts on people with protected characteristics, there is an assumption that some people with protected characteristics will be eligible for council tax relief.

<p>Further actions required</p>	<p>Residents will pay more Council Tax - however there is support via the Council Tax Reduction Scheme for those who qualify for such support. If someone is eligible for Council Tax support, the support applies immediately and so there would be no delay in accessing the support. For those who do not qualify for Council Tax Reduction Scheme support, the Council works closely and proactively with Citizens Advice to provide help and support with personal budgeting to those residents who may require it. Flexible payment options are available over ten or twelve months.</p>
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Positive impacts identified:

<p>Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation</p>	<p>The proposals allow for additional funding to be allocated to social care budgets. There are no known negative impacts on people with protected characteristics, there is an assumption that some people with protected characteristics will be eligible for council tax relief.</p>
<p>People who suffer discrimination or disadvantage</p>	
<p>Areas with poor economic, health or educational outcomes</p>	
<p>People in poverty</p>	

Negative impacts identified:

<p>Improving the well-being of people with protected characteristics. The nine protected characteristics are: age; disability; gender reassignment; marriage or civil partnership; pregnancy and maternity; race; religion or belief; sex; and sexual orientation</p>	
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People who suffer discrimination or disadvantage	
Areas with poor economic, health or educational outcomes	
People in poverty	Residents will pay more Council Tax. Those who qualify will be supported by the Council Tax reduction scheme. There will be some residents who do not qualify and for whom the tax rise will be an additional burden.

A Denbighshire of cohesive communities

Overall Impact	Positive
Justification for impact	The proposal to raise Council Tax supports a budget that protects front line services and protects the investment in new priority areas to enhance community resilience.
Further actions required	Residents will pay more Council Tax - however there is support via the Council Tax Reduction Scheme for those who qualify for such support. For those who do not qualify for Council Tax Reduction Scheme support, the Council works closely and proactively with Citizens Advice to provide help and support with personal budgeting to those residents who may require it. Flexible payment options are available over ten or twelve months.

Positive impacts identified:

Safe communities and individuals	
Community participation and resilience	The proposal avoids significant cuts to service levels during 2021/22 and builds in priority investment in connecting communities and resilience as part of the priority funding for 2021/22.
The attractiveness of the area	
Connected communities	
Rural resilience	

Negative impacts identified:

Safe communities and individuals	
Community participation and resilience	
The attractiveness of the area	
Connected communities	
Rural resilience	

A Denbighshire of vibrant culture and thriving Welsh language

Overall Impact	Neutral
Justification for impact	The proposal to raise Council Tax supports a budget that helps to maintain services received by the public.
Further actions required	The negatives are managed through Council Tax relief being available for those who qualify for the support, though clearly this does not address the impact on all residents.

Positive impacts identified:

People using Welsh	The Council tax collection service and all correspondence is available through the medium of Welsh.
Promoting the Welsh language	
Culture and heritage	

Negative impacts identified:

People using Welsh	
Promoting the Welsh language	
Culture and heritage	

A globally responsible Denbighshire

Overall Impact	Neutral
Justification for impact	The proposal to raise Council Tax supports a budget that allows service levels to be broadly maintained in 2021/22 and so should not therefore adversely impact supply chains.
Further actions required	Residents will pay more Council Tax - however there is support via the Council Tax Reduction Scheme for those who qualify for such support. For those who do not qualify for Council Tax Reduction Scheme support, the Council works closely and proactively with Citizens Advice to provide help and support with personal budgeting to those residents who may require it. Flexible payment options are available over ten or twelve months.

Positive impacts identified:

Local, national, international supply chains	The proposal allows for service levels to be broadly maintained during 2021/22.
Human rights	
Broader service provision in the local area or the region	It also allows funding of a number of corporate priorities including Carbon Neutral targets, Schools, Social Care, Waste services and coping with Ash die-back.

Negative impacts identified:

Local, national, international supply chains	
Human rights	
Broader service provision in the local area or the region	

Mae tudalen hwn yn fwriadol wag

Adroddiad i'r: Cabinet

Dyddiad y cyfarfod 19 Ionawr 2021

Aelod / Swyddog Arweiniol

Julian Thompson Hill

Awdur yr Adroddiad Steve Gadd, Pennaeth Cyllid ac Eiddo

Teitl Adroddiad Cyllid (Rhagfyr 2020/21)

1. Am beth mae'r adroddiad yn sôn?

Mae'r adroddiad yn rhoi manylion am gyllideb refeniw ac arbedion y Cyngor fel y cytunwyd arni ar gyfer 2020/21. Mae'r adroddiad hefyd yn rhoi diweddariad cryno o'r Cynllun Cyfalaf yn ogystal â'r Cyfrif Refeniw Tai a'r Cynllun Cyfalaf Tai.

2. Beth yw'r rheswm dros wneud yr adroddiad hwn?

Pwrpas yr adroddiad yw rhoi'r wybodaeth ddiweddaraf am sefyllfa ariannol bresennol y Cyngor, a chadarnhau'r cyllidebau gwasanaeth y cytunwyd arnynt ar gyfer 2020/21.

3. Beth yw'r Argymhellion?

3.1 Bod yr Aelodau'n nodi'r cyllidebau a bennwyd ar gyfer 2020/21 a'r cynnydd ar y strategaeth y cytunwyd arni.

4. Manylion yr Adroddiad

Mae'r adroddiad yn crynhoi cyllideb refeniw'r Cyngor ar gyfer 2020/21 sydd yn Atodiad 1. Cyllideb refeniw net y Cyngor yw £208.302 miliwn (£198.538 miliwn yn 19/20). Rhagwelir y bydd gorwariant o £2.242 miliwn ar wasanaethau a chyllidebau corfforaethol (£2.476 miliwn fis diwethaf). Amlinellir cefndir y risgiau a'r rhagdybiaethau presennol sy'n sail i'r asesiad hwn yn Adran 6 ac Atodiad 2, sydd hefyd yn nodi'r gorwariant gros.

Roedd cyllideb 2020/21 yn gofyn am ddod o hyd i a chytuno ar arbedion ac arbedion effeithlonrwydd o £4.448 miliwn fel y nodir isod:

- Nodwyd arbedion corfforaethol yn ymwneud â'r adolygiad actiwaraidd pob tair blynedd o Gronfa Bensiynau Clwyd (£2 miliwn)
- Arbedion ysgolion o 1% (£0.692 miliwn)
- Arbedion ac arbedion effeithlonrwydd gwasanaethau (£1.756 miliwn)

Mae'r arbedion corfforaethol eisoes wedi'u cyflawni a dirprwywyd arbedion yr ysgolion i'r cyrff llywodraethu i'w monitro a'u cyflawni. Ar ben hyn, dynodwyd £1.086 miliwn o'r arbedion gwasanaeth yn wreiddiol fel arbedion sydd eisoes wedi'u gweithredu.

5. Sut mae'r penderfyniad yn cyfrannu at y Blaenoriaethau Corfforaethol?

Mae rheoli cyllidebau refeniw a chyfalaf y Cyngor yn effeithiol a chyflawni'r strategaeth gyllidebol y cytunwyd arni yn sylfaen i weithgarwch ym mhob maes, gan gynnwys blaenoriaethau corfforaethol.

6. Faint fydd hyn yn ei gostio a sut y bydd yn effeithio ar wasanaethau eraill?

Manylir ar naratifau gwasanaethau sylweddol sy'n egluro amrywiadau a risgiau yn Atodiad 2, ond dylid nodi'r canlynol hefyd:

Effaith y Coronafeirws - Mae'r strategaeth fyrdymor bresennol o weithio gyda Llywodraeth Cymru wedi helpu i sicrhau cyllid sylweddol a nodwyd mewn adroddiadau blaenorol. Mae system o hawliadau gwariant misol a hawliadau colli incwm chwarterol wedi'i sefydlu. Yn sgil y cyfnod clo diweddar mae'n bosibl na fydd y £264 miliwn a gyhoeddwyd ym mis Awst yn ddigon ond rydym yn gweithio gyda CLILC a Llywodraeth Cymru i sicrhau bod y sefyllfa'n cael ei monitro'n agos.

Mae'r tabl isod yn crynhoi sefyllfa'r hawliadau gwariant ar gyfer CSDd. Mae'r golofn 'Daliwyd' yn nodi eitemau mae LIC yn gofyn am fwy o wybodaeth yn eu cylch:

Mis	Cyfanswm Hawliad Gwreiddiol	Gwrthodwyd	Addasiad y mis blaenorol	Daliwyd	Hawliad net a dalwyd hyd yma
Mawrth 2020	£61,701	£0	£0		£61,701
Ebrill 2020	£666,927	(£8,865)	£0		£658,062
Mai 2020	£1,200,170	(£21,076)	(£190,316)		£988,778

Mehefin 2020	£1,027,489	(£29,226)	(£158,614)		£839,649
Gorffennaf 2020	£608,569	0	(£248,013)		£360,556
Awst 2020	£449,370		£433,376		£882,746
Medi 2020	£753,407	(£33,248)			£720,159
Hydref 2020	£808,964	(£27,234)		(£236,403)	£545,327
Tachwedd 2020	£820,502	(£6,3000)	(£6,032)	(£92,955)	£715,215
Cyflwynwyd hyd yma	£6,397,099	(£125,949)	(£169,599)	(£329,358)	£5,772,193

Mae'r tabl isod yn crynhoi'r sefyllfa ynglŷn â'r hawliadau colli incwm chwarterol:

Chwarter	Cyfanswm hawliad gwreiddiol	Gwrthodwyd	Daliwyd	Talwyd gan LIC
Colli Incwm Ch1	£4,007,786	(£567,923)	(£122,240)	(£3,317,623)
Colli Incwm Ch2	£3,232,679	(£74,999)	(£453,378)	(£2,704,302)
Cyfanswm	£7,240,465	(£642,922)	(£575,618)	(£6,021,925)

Mae'r tablau uchod yn dangos hyd yma bod Llywodraeth Cymru wedi talu cyfanswm o £11.794 miliwn. Mae hawliad chwarter 3 yn cael ei gasglu yn bresennol a bydd adroddiad arno fis nesaf

Model Darparu Amgen Hamdden – Mae'r llinell gyllideb hon yn cynnal y cyllidebau gweddilliol sy'n gysylltiedig â Hamdden, gan gynnwys y ffi reoli sy'n talu am y gwasanaethau a fyddai'n cael eu darparu yn ystod blwyddyn arferol. Mae Hamdden Sir Ddinbych Cyf yn adrodd yn fisol i'r Bwrdd Rheoli Contractau ar y sefyllfa ariannol sy'n newid yn gyflym yn y maes hwn. Mae'r Cyngor yn hawlio arian colli incwm gan Lywodraeth Cymru ar ran Hamdden Sir Ddinbych Cyf.

Cyllidebau Corfforaethol – Er nad oes unrhyw amrywiant ar hyn o bryd, mae'n debygol y bydd yr holl wariant dewisol ac arian wrth gefn yn cael eu rhyddhau er mwyn helpu i ariannu'r sefyllfa.. Fel yr adroddwyd y mis diwethaf mae £410 mil o gyllideb wrth gefn wedi'i ddyrannu i wasanaethau i dalu am y setliad tâl diweddar. Fodd bynnag mae risgiau yn parhau o amgylch yr Incwm o Dreth y Cyngor a'r Cynllun Gostyngiad Treth y Cyngor sy'n debygol o ddileu gweddill y gronfa wrth gefn. Cariwyd Balansau Cyffredinol heb eu clustnodi o £7.135m ymlaen i 2020/21, gydag isafswm lefel ddarbodus o £5 miliwn neu 2% o'r Gyllideb Refeniw Net (£4.2 miliwn) p'un bynnag yw'r uchaf. Mae'n bosibl y bydd angen adolygu hyn wrth i ni barhau i deimlo effaith y pandemig.

Ysgolion – Roedd y gyllideb a gytunwyd gan y Cyngor ar gyfer 2020/21 yn cynnwys cyfanswm buddsoddiad ychwanegol net o ychydig dros £2.9 miliwn yng nghyllidebau dirprwyedig ysgolion (heb gynnwys cynnydd mewn grantiau gan Lywodraeth Cymru). Yr amcanestyniad diweddaraf ar gyfer balansau ysgol i'w cario ymlaen i 2021/22 yw diffyg net o £1.591 miliwn, sy'n cynrychioli cynnydd o £0.203 miliwn yn y diffyg sydd wedi'i ddwyn ymlaen i 2020/21 o £1.388 miliwn. Bydd y cyfnod clo diweddaraf a manylion ynghylch sut bydd costau ychwanegol yn cael eu hariannu yn cael eu monitro yn agos. Mae gorwariant bychan o £18,000 ar gyllidebau nad ydynt wedi eu dirprwyo.

Y Cyfrif Refeniw Tai (CRT) Mae'r sefyllfa refeniw ddiweddaraf yn cymryd y bydd gostyngiad o £1.007 miliwn mewn balansau ar ddiwedd y flwyddyn, sydd £794,000 yn fwy na'r gostyngiad o £213,000 yn y gyllideb oherwydd y cynllun diwygiedig i gynyddu'r cyfraniad refeniw i gyfalaf. Felly rhagwelir y bydd balansau'r CRT yn £1.660 miliwn ar ddiwedd y flwyddyn. Mae'r Gyllideb Gyfalaf o £19.2 miliwn yn cael ei rhannu'n bennaf rhwng gwelliannau arfaethedig i'r stoc dai bresennol (£5.3 miliwn) a chaffaeliadau a datblygiadau tai newydd (£13.8 miliwn). Mae'r pandemig wedi cael effaith ar ddarparu nifer o'r cynlluniau hyn a disgwylir y bydd £4.3miliwn yn cael ei gario ymlaen i'r flwyddyn ariannol nesaf er mwyn cwblhau rhaglen waith y flwyddyn ariannol nesaf.

Rheoli'r Trysorlys – Ar ddiwedd mis Rhagfyr, roedd cyfanswm benthyciadau'r Cyngor yn £242.171 miliwn ar gyfradd gyfartalog o 3.89%. Roedd y balansau buddsoddi yn £12.8 miliwn ar gyfradd gyfartalog o 0.005%.

Mae crynodeb o **Gynllun Cyfalaf** y Cyngor ynghlwm yn Atodiad 3. Swm y cynllun cyfalaf a gymeradwywyd yw £46.33 miliwn, ac mae'r gwariant hyd yma'n £23.90 miliwn. Mae Atodiad 4 yn cynnwys diweddariad ar y prif brosiectau sydd wedi'u cynnwys yn y Cynllun Cyfalaf cyffredinol.

7. Beth yw prif gasgliadau'r Aseiad o'r Effaith ar Les?

Cafodd Aseidiadau o'r Effaith ar Les ar gyfer y cynnydd yn Nhreth y Cyngor ei gyflwyno i'r Cyngor ar 21 Ionawr.

8. Pa ymgynghoriadau sydd wedi'u cynnal gyda Chraffu ac eraill?

Yn ogystal â'r adroddiadau rheolaidd i'r Pwyllgor Llywodraethu Corfforaethol, cafodd proses y gyllideb ei hystyried gan y Tîm Gweithredol Corfforaethol, yr Uwch Dîm Arweinyddiaeth a chyfarfodydd Briffio'r Cabinet a Briffio'r Cyngor. Mae'r Fforwm Cyllideb Ysgol wedi gynnwys yn y cynigion drwy'r flwyddyn. Ymgynghorwyd ag Undebau Llafur drwy'r Cydbwyllgor Ymgynghorol Lleol. Hefyd eleni, cynhaliwyd ymarfer ymgysylltu gyda'r cyhoedd yn defnyddio cyfryngau cymdeithasol, a byddwn yn datblygu ar y profiad yn y blynyddoedd i ddod.

9. Datganiad y Prif Swyddog Cyllid

Wrth gwrs, mae'r canolbwynt ar hyn o bryd ar yr ymateb ariannol a'r broses adfer yn sgil pandemig Covid-19. Bydd yr Adroddid Cyllideb rheolaidd i'r Cabinet yn parhau i roi'r wybodaeth ddiweddaraf i'r aelodau a darperir diweddariadau rheolaidd i gyfarfodydd anffurfiol o'r Cabinet.

10. Pa risgiau sydd yna ac oes yna unrhyw beth y gallwn ei wneud i'w lleihau?

Mae'n amlwg mai dyma'r cyfnod ariannol mwyaf heriol mae Cyngor Sir Ddinbych wedi'i wynebu. Nod y Strategaeth Ariannol y cytunwyd arni gan y Cabinet ym mis Mai yw lliniaru'r risgiau allweddol canlynol:

- Gall methu cael strategaeth ariannol gadarn effeithio ar sefydlogrwydd a chynaliadwyedd ariannol y Cyngor.
- Effaith ar allu'r Cyngor i ddarparu gwasanaethau craidd.
- Effaith ar allu'r Cyngor i gyflawni ei flaenoriaethau.

11. Pŵer i wneud y Penderfyniad

Dan Adran 151 Deddf Llywodraeth Leol 1972, mae'n ofynnol i awdurdodau lleol wneud trefniadau i weinyddu eu materion ariannol yn briodol.

Mae tudalen hwn yn fwriadol wag

Appendix 1

DENBIGHSHIRE COUNTY COUNCIL REVENUE BUDGET 2020/21

Dec-20	Net Budget	Budget 2020/21			Projected Outturn							Variance
	2019/20	Expenditure	Income	Net	Expenditure	Income	Net	Expenditure	Income	Net	Net	Previous Report
	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	£'000	%	£'000
Communities and Customers	3,339	3,944	-620	3,324	4,019	-725	3,294	75	-105	-30	-0.90%	-3
Education and Children's Service	16,027	18,267	-1,141	17,126	19,983	-2,319	17,664	1,716	-1,178	538	3.14%	700
Business Improvement and Modernisation	4,501	5,188	-879	4,309	5,368	-1,106	4,262	180	-227	-47	-1.09%	-67
Legal, HR and Democratic Services	2,597	3,038	-654	2,384	2,975	-688	2,287	-63	-34	-97	-4.07%	-79
Finance and Property	4,836	6,071	-1,405	4,666	6,105	-1,439	4,666	34	-34	0	0.00%	0
Highways, Facilities and Environmental Services	15,768	25,028	-7,967	17,061	25,562	-7,482	18,080	534	485	1,019	5.97%	1,039
Planning and Public Protection	9,246	10,272	-498	9,774	10,392	-550	9,842	120	-52	68	0.70%	3
Community Support Services	35,775	38,188	-69	38,119	39,008	-319	38,689	820	-250	570	1.50%	662
Leisure - ADM	2,109	3,272	0	3,272	3,493	0	3,493	221	0	221	6.75%	221
Total Services	94,198	113,268	-13,233	100,035	116,905	-14,628	102,277	3,637	-1,395	2,242	2.24%	2,476
Corporate	16,888	45,541	-29,233	16,308	45,541	-29,233	16,308	0	0	0	0.00%	0
Precepts & Levies	4,806	4,899	0	4,899	4,899	0	4,899	0	0	0	0.00%	0
Capital Financing	13,652	13,724	0	13,724	13,724	0	13,724	0	0	0	0.00%	0
Total Corporate	35,346	64,164	-29,233	34,931	64,164	-29,233	34,931	0	0	0	0.00%	0
Council Services & Corporate Budget	129,544	177,432	-42,466	134,966	181,069	-43,861	137,208	3,637	-1,395	2,242	1.66%	2,476
Schools & Non-delegated School Budgets	68,994	76,579	-3,243	73,336	76,276	-2,719	73,557	-303	524	221	0.30%	67
Total Council Budget	198,538	254,011	-45,709	208,302	257,345	-46,580	210,765	3,334	-871	2,463	1.18%	2,543
Housing Revenue Account	157	16,833	-16,620	213	17,374	-16,367	1,007	541	253	794		859

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Appendix 2 - Service Variance Narrative

Service	Variance Last Month £000	Variance This Month £000	Change £000	Description
Communities and Customers	-3	-30	-27	The increase in the underspend relates to a temporary delay in recruitment to vacant posts.
Education and Children's Service	700	538	-162	This is despite new monies of £1.5M being allocated to Children's Services this financial year. The movement from last month largely relates to an increase in income from WG grants. However also a number of vacant posts have been filled internally which increases the savings as those posts then need to be filled. No costs have been included for any new placements commencing throughout the year that we don't currently know about. The budget will obviously be monitored carefully over the coming months, however it is welcome that the overspend in this area has remained close to the early projections.
Business Improvement and Modernisation	-67	-47	20	Underspend due to a vacancy saving and one-off external income for a specific project. The underspend will be placed in the new reserve set up to help fund future improvements to Ruthin Gaol.
Legal, HR and Democratic Services	-79	-97	-18	Underspends due to vacancy savings following delay due to Covid 19 - minor changes across a range of areas accounts for the movement from last month. Additional grant funding has been applied to committed expenditure which has increased the underspend this month.
Finance and Property	0	0	0	The overspend previously reported earlier in the year related to a shortfall in income due to the decision to forego rents for industrial units for April to July in response to the Covid pandemic alongside a reduction in income generally on the coastal portfolio. Most of this loss of income has now been approved and paid as part of Q1 Tranche 2, however doubts persist on how much will be received for Q2 and Q3 rental losses which may result in an overall overspend. The remaining costs are offset by vacancy savings (Chief Accountant post) due to the lockdown and an overall cost reduction exercise.
Highways, Facilities and Environmental Services	1,039	1,019	-20	£1.25m of the overspend relates to the loss of income from schools meals - this projection assumes no income for term 3 and a reduced level for the beginning of term 1. A further £337k relates to Waste due to reduced income in quarter (green waste, trade waste etc). Maximisation of external funding accounts for the small change from last month.
Planning and Public Protection	3	68	65	The service has received £253k Income Loss grant relating to reduced footfall in car parks. School Transport is currently projected to overspend by £309k, however it is assumed that the net overspend of £309k will be claimable from WG Covid Grant. If this is not the case then the overspend in PPP will increase by this amount. The movement from last month relates to an increase in projected loss of income (reduction in on street parking fines for example) which results from the recent lockdowns.
Community Support Services	662	570	-92	The project is due to additional costs over and above the £2.6m estimated and included in the budget for 2020/21. The main areas of concern are Homelessness and Community Care packages. The projection assumes that the service will again receive the £800k Workforce & Sustainability Grant. No assumption has been made about grant funding for winter pressures which tend to be announced by WG in the autumn and during the winter itself.
Leisure - ADM	221	221	0	It is assumed losses over Q3 and Q4 will be refunded from WG as they have accepted the claims for Q1 & Q2
Corporate & Miscellaneous	0	0	0	See body of report for details
Precepts & Levies	0	0	0	There are no risks in this area
Capital Financing	0	0	0	The position on capital financing is very much related to progress on capital projects and variances do not crystallise until later in the financial year.
Council Services & Corporate Budget	2,476	2,242	-234	

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Denbighshire County Council - Capital Plan 2020/21 - 2023/24
Position to end December 2020

APPENDIX 3

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	2020/21 ORIGINAL ESTIMATE £000s	2020/21 LATEST ESTIMATE £000s	2021/22 LATEST ESTIMATE £000s	2022/23 LATEST ESTIMATE £000s	2023/24 LATEST ESTIMATE £000s
Capital Expenditure					
Total Estimated Payments - Other	13,293	24,253	9,176	2,850	350
Total Estimated Payments - Major Projects:					
Housing Improvement Grants	1,200	1,200			
Rhyl, New 3-16 Catholic School	1,010	939	366		
Ysgol Llanfair, New School	399	148			
Ysgol Carreg Emlyn, New School	822	119	750		
Highways Maintenance	3,253	5,294			
East Rhyl Coastal Defence Scheme	11,660	12,803	9,150	5,575	
Rhyl Waterfront and Waterpark	36	73			
Waste Service Remodelling	9,475	1,000	13,172		
Contingency	500	500	500	500	500
Total	41,648	46,329	33,114	8,925	850
Capital Financing					
External Funding	18,163	22,477	14,632	4,809	4,809
Receipts and Reserves	3,874	8,137	5,063	2,500	
Prudential Borrowing	19,611	15,715	17,728	5,925	350
Unallocated Funding	0	0	(4,309)	(4,309)	(4,309)
Total Capital Financing	41,648	46,329	33,114	8,925	850

Note: 2020-21 Original Estimate is the position as approved by Council on 25th February 2020

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Appendix 4 - Major Capital Projects Update – December 2020

21st Century Schools Programme – Ysgol Llanfair	
Total Budget	£4.964m
Expenditure to date	£4.872m
Estimated remaining spend in 20/21	£0.092m
Future Years estimated spend	£0.000m
Funding	WG £0.180m; DCC £4.784m
Narrative:	
<p>This scheme is within the Band A proposals for 21st Century Schools Programme. The project has provided a new school building on a new site in Llanfair DC.</p> <p>The school are fully settled into their new environment and are reaping the benefits of the new facilities. The defect period is due to finish February Half term, the construction contractor has been very responsive to address any defects and continue to provide the school with support as and when needed.</p> <p>The swap in land whereby the Church in Wales St. Asaph Diocese will receive the footprint of the land at the new school site and the Council will receive ownership of the land in Diocese ownership at the former school site is currently progressing. Negotiations are ongoing between both parties and it is hoped that a completion can be reached shortly. Once the former site is in the Council's possession, it will be declared surplus by Education and discussions on the future use for the former school site will commence.</p>	
Forecast In Year Expenditure 20/21	£0.148m

21st Century Schools Programme – Glasdir

Total Budget	£11.714m
Expenditure to date	£11.577m
Estimated remaining spend in 20/21	£0.000m
Future Years estimated spend	£0.137m
Funding	DCC £3.066m; WG £8.648m
<p>Narrative</p> <p>This project has delivered a new shared school building site for Rhos Street School and Ysgol Penbarras at Glasdir, Ruthin which has been used by the schools since April 2018.</p> <p>The final account has now been settled.</p> <p>The tender for additional hard standing has been returned and is being evaluated during January 2021. It is intended to have a contractor in place by the start of February 2021. The work on site is scheduled to take 8 weeks and is planned to take place in the spring of 2021. The costs of the works, approximately £200k, will be absorbed from the overall allocation to the Ruthin projects in 2016 as part of Denbighshire's contribution to the 21st Century Schools Programme.</p>	
Forecast In Year Expenditure 20/21	£0.052m

21st Century Schools Programme – Rhyl, Christ the Word School	
Total Budget	£23.440m
Expenditure to date	£22.941m
Estimated remaining spend in 20/21	£ 0.134m
Future Years estimated spend	£ 0.365m
Funding	WG £5.541m; DCC £17.899m
Narrative:	
<p>This scheme is within the Band A proposals for 21st Century Schools Programme.</p> <p>We have just had confirmation that the project has achieved BREEAM Excellent. Snagging works continue to be completed and the works are being closely monitored.</p> <p>The budget continues to be closely monitored as the project comes to an end.</p>	
Forecast In Year Expenditure 20/21	£0.939m

Rhyl Queens Market Redevelopment	
Total Budget	£6.463m
Expenditure to date	£4.707m
Estimated remaining spend in 20/21	£1.393m
Future Years estimated spend	£0.363m
Funding	WG £2.811m (Additional £2.5m subject to formal confirmation. DCC Asbestos £0.252m. DCC £3.400m
Narrative:	
<p>Additional funds were secured from the Council at the September Cabinet meeting but further funds are still required. The funding required is being considered at the WG Capital Panel meeting scheduled for w/c January 11th.</p> <p>A preferred contractor has been selected for the remaining asbestos removal and demolition, and the contract is currently being drawn up. Hoping to start on site w/c 25th January 2021.</p> <p>The Planning Application will be submitted by the w/c 11th January 2021.</p> <p>.</p>	
Forecast In Year Expenditure 20/21	£2.209m

Waste Service Remodelling	
Total Budget	£16.430m
Expenditure to date	£2.779m
Estimated remaining spend in 20/21	£0.479m
Future Years estimated spend	£13.172m
Funding	WG £9.345m , DCC £7.085m
Narrative:	
<p>Work is ongoing in preparation for a change to the household waste collection model. The new service model will see a move to weekly collection of kerbside sorted recyclable material with a 4 weekly collection of residual/non-recyclable waste. Weekly food waste collection will continue as at present and additional services around collection of absorbent hygiene products (AHP), textiles, small electricals and batteries will also be available and will be introduced in the run up to or during the main roll out of the new kerbside sort service.</p> <p>A number of work streams are being taken forward to include:</p> <ul style="list-style-type: none"> • Development of a new single central waste transfer station depot on land adjacent to the Colomendy Industrial Estate in Denbigh. Work is ongoing on detailed design with aim to issue a Tender for the initial Phase 1 / Enabling Works early 2021 with a site start in late spring 2021. • Specification of the new fleet required to support the new model is now completed following a number of trials/tests with the aim to undertake a procurement exercise for the new waste collection vehicles at the appropriate time in 2021 with delivery of the new fleet anticipated in the three months leading up to the planned new service roll out. <p>An Options Appraisal exercise on the detail of the new recycling container design has commenced, the outcome of which will be taken forward for formal approval of a preferred option, followed by a subsequent tender and delivery schedule in time for roll out associated with proposed service change. A number of mobilisation and communication activities are ongoing to prepare for the service change and include developing the new collection routes; planning for any staffing changes/requirements and ongoing engagement and communication with stakeholders and residents.</p>	
Forecast In Year Expenditure 20/21	£1.000m

East Rhyl Coastal Defence Scheme	
Total Budget	£27.528m
Expenditure to date	£10.756m
Estimated remaining spend in 20/21	£2.047m
Future Years estimated spend	£14.725m
Funding	WG £23.400m; DCC £4.128m
Narrative:	
<p>The ongoing coastal defence scheme at East Rhyl will provide an improved standard of flood protection for around 1650 properties.</p> <p>Work on site continues to progress well and is on time and within budget. Rock armour continues to be delivered to site and more than one quarter of the rock revetment work is complete. The first of 3 new beach accesses is substantially complete. Production of the pre-cast concrete sea wall units has commenced in Norfolk.</p> <p>Work to make improvements to the Rhyl Golf Course flood storage area is 50% complete with no issues.</p> <p>Work recommenced on site on 4th January 2021 as planned after the Christmas break.</p>	
Forecast In Year Expenditure 20/21	£12.803m

Rhaglen Gwaith i'r Dyfodol y Cabinet

Cyfarfod	Eitem (Disgrifiad / Teitl)		Pwrpas yr Adroddiad	Angen penderfyniad y Cabinet (oes/nac oes)	Awdur - Aelod Arweiniol a Swyddog Cyswllt
16 Chwefror	1	Rheolau'r Weithdrefn Gontractau	Ystyried rheolau adolygedig y weithdrefn gontractau y bydd angen eu mabwysiadu ac a fydd yn ffurfio rhan o gyfansoddiad y Cyngor	I'w gadarnhau	Y Cyng. Julian Thompson-Hill / Lisa Jones
	2	Strategaeth Newid Hinsawdd a Newid Ecolegol Cyngor Sir Ddinbych (2021/22 – 2029/30)	Ystyried Strategaeth Newid Hinsawdd a Newid Ecolegol Cyngor Sir Ddinbych (2021/22 – 2029/30) ac argymhell bod y Cyngor yn ei mabwysiadu	I'w gadarnhau	Y Cynghorydd Brian Jones / Helen Vaughan-Evans
	3	Dileu Ardrethi Annomestig	Ceisio cymeradwyaeth i ddileu ardrethi annomestig na ellir eu hadennill (cyfraddau busnes) fel nodir yn yr adroddiad.	Oes	Y Cyng. Julian Thompson-Hill / Steve Gadd
	4	Argymhellion y Grŵp Buddsoddi Strategol	Ceisio cefnogaeth prosiectau a nodir i'w cynnwys yn y Cynllun Cyfalaf 2021/22	Oes	Y Cyng. Julian Thompson-Hill / Steve Gadd
	5	Polisi Gwirfoddoli	Trafod y Polisi Gwirfoddoli newydd a chefnogi'r broses o recriwtio a rheoli	I'w gadarnhau	Y Cynghorydd Richard Mainon / Felicity Chandler / Nicola Kneale

Rhaglen Gwaith i'r Dyfodol y Cabinet

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Cyfarfod	Eitem (Disgrifiad / Teitl)		Pwrpas yr Adroddiad	Angen penderfyniad y Cabinet (oes/nac oes)	Awdur - Aelod Arweiniol a Swyddog Cyswilt
			gwirfoddolwyr o fewn Cyngor Sir Ddinbych, i sicrhau profiadau gwirfoddoli ystyrllon i bawb.		
	6	Newidiadau i Bolisi Enwi a Rhifo Strydoedd Cyngor Sir Ddinbych	Ceisio cymeradwyaeth i newidiadau arfaethedig i'r polisi	Oes	Y Cyngorydd Richard Mainon / Emma Jones
	7	Rhaglen Targedu Buddsoddiad Llywodraeth Cymru	Ceisio awdurdod dirprwyedig i swyddogion o ran Rhaglen Targedu Buddsoddiad LIC yn dilyn ymestyn y cynllun	Oes	Y Cyngorydd Hugh Evans / Gareth Roberts
	8	Adroddiad Cyllid	Rhoi'r wybodaeth ddiweddaraf i'r Cabinet am sefyllfa ariannol bresennol y Cyngor.	I'w gadarnhau	Y Cyng. Julian Thompson-Hill / Steve Gadd
	9	Eitemau o'r Pwyllgorau Craffu	Ystyried unrhyw fater a godwyd gan y Pwyllgorau Craffu at sylw'r Cabinet	I'w gadarnhau	Cydlynnydd Craffu
23 Mawrth	1	Tai Gofal Ychwanegol Awel y Dyffryn – Penodi Darparwyr Gofal	Ceisio cymeradwyaeth i benodi 2 darparwyr gofal ar gyfer Tai Gofal Ychwanegol pobl hŷn ac Anableddau	Oes	Y Cyng. Bobby Feeley / Phil Gilroy / Emily Jones-Davies

Rhaglen Gwaith i'r Dyfodol y Cabinet

Cyfarfod	Eitem (Disgrifiad / Teitl)		Pwrpas yr Adroddiad	Angen penderfyniad y Cabinet (oes/nac oes)	Awdur - Aelod Arweiniol a Swyddog Cyswilt
			Dysgu		
	2	Cynllun Corfforaethol (Hydref i Ragfyr)	Ystyried diweddariad perfformiad ar y Cynllun Corfforaethol	I'w gadarnhau	Y Cyng. Julian Thompson-Hill / Iolo McGregor
	3	Adroddiad Cyllid	Rhoi'r wybodaeth ddiweddaraf i'r Cabinet am sefyllfa ariannol bresennol y Cyngor.	I'w gadarnhau	Y Cyng. Julian Thompson-Hill / Steve Gadd
	4	Eitemau o'r Pwyllgorau Craffu	Ystyried unrhyw fater a godwyd gan y Pwyllgorau Craffu at sylw'r Cabinet	I'w gadarnhau	Cydlynnydd Craffu
27 Ebrill	1	Adroddiad Cyllid	Rhoi'r wybodaeth ddiweddaraf i'r Cabinet am sefyllfa ariannol bresennol y Cyngor.	I'w gadarnhau	Y Cyng. Julian Thompson-Hill / Steve Gadd
	2	Eitemau o'r Pwyllgorau Craffu	Ystyried unrhyw fater a godwyd gan y Pwyllgorau Craffu at sylw'r Cabinet	I'w gadarnhau	Cydlynnydd Craffu
25 Mai	1	Adroddiad Cyllid	Rhoi'r wybodaeth ddiweddaraf i'r Cabinet am sefyllfa ariannol bresennol y	I'w gadarnhau	Y Cyng. Julian Thompson-Hill / Steve Gadd

Rhaglen Gwaith i'r Dyfodol y Cabinet

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Cyfarfod	Eitem (Disgrifiad / Teitl)		Pwrpas yr Adroddiad	Angen penderfyniad y Cabinet (oes/nac oes)	Awdur - Aelod Arweiniol a Swyddog Cyswllt
			Cyngor.		
	2	Eitemau o'r Pwyllgorau Craffu	Ystyried unrhyw fater a godwyd gan y Pwyllgorau Craffu at sylw'r Cabinet	I'w gadarnhau	Cydlynnydd Craffu
29 Mehefin	1	Adolygiad Perfformiad Blynyddol	Ystyried yr Adolygiad Perfformiad Blynyddol	I'w gadarnhau	Y Cyng. Julian Thompson-Hill / Iolo McGregor
	2	Adroddiad Cyllid	Rhoi'r wybodaeth ddiweddaraf i'r Cabinet am sefyllfa ariannol bresennol y Cyngor.		Y Cyng. Julian Thompson-Hill / Steve Gadd
	3	Eitemau o'r Pwyllgorau Craffu	Ystyried unrhyw fater a godwyd gan y Pwyllgorau Craffu at sylw'r Cabinet	I'w gadarnhau	Cydlynnydd Craffu

Nodyn i swyddogion - Dyddiadau Cau Adroddiadau i'r Cabinet

Cyfarfod	Dyddiad cau	Cyfarfod	Dyddiad cau	Cyfarfod	Dyddiad cau
Chwefror	2 Chwefror	Mawrth	9 Mawrth	Ebrill	13 Ebrill

Diweddarwyd 12/01/2021 - KEJ

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