



**It was agreed by the Constitution and Ethics Committee at its meeting on 25th February 2022 to publish this previously exempt report, so it is no longer to be considered or treated as confidential.**

Report of a review by Wilkin Chapman LLP, appointed by the Monitoring Officer for Cambridgeshire County Council, into allegations concerning Roger Hickford, a former Member of the Council.

Dated: 16 February 2022

# **VOLUME 1 REPORT**

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## CONFIDENTIAL REPORT

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### **Volume 2**

Appendix A Schedule of evidence taken into account and list of unused material

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### 1. Executive Summary

- 1.1 Roger Hickford was a member of Cambridgeshire County Council (the Council) between 2 May 2013 and his resignation on 26 February 2021. He was the Deputy Leader of the Council from 10 May 2016 until his resignation from the Council.
- 1.2 The Council is the freehold owner of a number of farms. The Council's interests in these farms (generally referred to as rural assets) are managed by a group of Council officers known as either the Rural Assets Team or the County Farms Team. Mr Hickford applied to the Council for a tenancy of one of the farms, Manor Farm, Girton in March 2017 and was awarded the tenancy on 5 April 2017. Mr Hickford signed a Business Tenancy Agreement for Manor Farm, Girton on 20 December 2017.
- 1.3 Mr Hickford had various communications with members of the County Farms Team in relation to obtaining his tenancy and the terms of that tenancy. He chaired the Council's Asset and Investment Committee and led a rural assets outcome focused review (OFR) for which he was also the member champion.
- 1.4 The Council received a whistleblowing allegation about possible conflicts of interests of Mr Hickford's in relation to the Council's rural assets. Internal Audit produced two reports, one in respect of the tenancy of Manor Farm, Girton (27.06.2019) and one in respect of matters arising under the Member Code of conduct (dated 24.06.2019). Both were issued in draft form only and were not completed.
- 1.5 The Chief Internal Auditor went on sick leave at the beginning of December 2020 and was unable to complete the reports. The Chief Executive and Chief Finance Officer arranged for Mazars to conduct an external review of the audit work undertaken.
- 1.6 The Council commissioned Mazars to carry out an external audit of Mr Hickford's tenancy of Manor Farm, Girton and his conduct towards Council officers and contractors.
- 1.7 The external audit report (the Mazars Report) of 4 March 2021 recommended, in relation to a conflict of interest and/or breach of the Council's Code of Conduct, that the Council further consider:-
  - (a) Mr Hickford's vote on 26 January 2018 on the decision to progress the OFR to phase 3;
  - (b) the extent to which Mr Hickford was involved in discussions regarding a minimum 4% return target set in the OFR;
  - (c) the extent of Mr Hickford's involvement in the discussions or vote for the possible implementation of a stepped improvement charge (a charge levied on a farm tenant to recover the costs of improvements over a period of time);
  - (d) an incident when Mr Hickford asked Officer B for information on what proposed rent needed to be put in his application to obtain the tenancy of Manor Farm, Girton;
  - (e) Mr Hickford's conduct and behaviour in the emails referred to in appendix 6 of the Mazars Report;

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- (f) Mr Hickford's conduct and behaviour in the emails referred to in items I2 and I3 of appendix 5, of the Mazars Report;
  - (g) Mr Hickford's conduct described in memos by two Council officers (referred to in this report as Officer A and Officer C);
  - (h) whether such conduct took place in a private capacity or in Mr Hickford's capacity as an elected member and Deputy Leader of the Council.
- 1.8 Mr Hickford's conduct was referred to Cambridgeshire Constabulary. The Constabulary's investigation concluded that there were insufficient grounds to warrant further police action.
- 1.9 Following the conclusion of the police investigation, Wilkin Chapman was commissioned to conduct an investigation into whether Mr Hickford's conduct, when in office, would have been a breach of the Council's Code of Conduct.
- 1.10 We consider Mr Hickford's conduct was not in accordance the following paragraphs of the Council's Code of Conduct:-
- 2.1 Respect;
  - 2.2 (b) Bullying;
  - 2.2 (d) Impartiality;
  - 2.2 (e) Disrepute;
  - 4.1 Improper use of Position; and
  - 5.1 Misuse of Council Resources.
- 1.11 We consider Mr Hickford's role in the OFR did give rise to a conflict of interest due to his involvement in County Farms Estate Working Group meetings and Committee meetings.
- 1.12 Our conclusion is that there have been breaches of the Council's Code of Conduct by Mr Hickford.
- 1.13 Our investigation is solely concerned with whether or not there has been a failure to comply with the Code of Conduct and no wider implication or conclusion should be drawn.

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### 2. Official details

2.1 Roger Hickford was a member of Cambridgeshire County Council between 2 May 2013 and 26 February 2021. He was a Conservative Councillor representing Linton Ward, then Sawston Ward and was Deputy Leader of the Council from 10 May 2016 until his resignation on 26 February 2021.

2.2 During his period as an elected member, Mr Hickford sat on the following Council Committees:

- Adults Wellbeing and Health;
- Constitution and Ethics;
- Appointments and Remuneration;
- Pension Fund;
- Pension Fund Investment Sub-Committee;
- General Purposes (Vice Chair);
- Highways and Community Infrastructure (Chair);
- Assets and Investment;
- Cambridgeshire Health and Wellbeing Board (Chair).

2.3 During his period as an elected member, Mr Hickford was a member of the following outside bodies:

- County Councils' Network Council;
- Greater Cambridge City Deal Joint Assembly;
- Local Government Association;
- Greater Cambridge Partnership Executive Board;
- Cambridge University Hospitals NHS Foundation Trust Board of Governors;
- Resource Portfolio Holders Board;
- ESPO Management Committee;
- ESPO Finance and Audit Sub-Committee.

2.4 Mr Hickford was offered Code of Conduct training. However, there is no record of him having attended any such training.

### 3. Relevant legislation and protocols

- 3.1 Section 27 of the Localism Act 2011 (the Act) provides that a relevant authority (of which the Council is one) must promote and maintain high standards of conduct by members and co-opted members of the authority. In discharging this duty, the Council must adopt a code dealing with the conduct that is expected of members when they are acting in that capacity.
- 3.2 Section 28 (1) of the Act provides that the Council must secure that its code of conduct is, when viewed as a whole, consistent with the following principles:-
- (a) Selflessness;
  - (b) Integrity;
  - (c) Objectivity;
  - (d) Accountability;
  - (e) Openness;
  - (f) Honesty;
  - (g) Leadership.
- 3.3 The Council adopted a Code of Conduct (attached at WC 1) in July 2012. The code includes the following:-

***“SELFLESSNESS*** *Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other benefits for themselves, their family or their friends.*

***INTEGRITY*** *Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.*

***OBJECTIVITY*** *In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.*

***ACCOUNTABILITY*** *Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.*

***OPENNESS*** *Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.*

***HONESTY*** *Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.*

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**LEADERSHIP:** Holders of public office should promote and support these principles by leadership and example.

3.4 Part 1, General Provisions, of the Council's Code of Conduct states:

**"1. Introduction and interpretation"**

1.5. In this code:

**"Meeting"** means any meeting of:

- a) The Authority;
- b) The executive of the Authority or the occasion of an Individual Executive Member decision;
- c) Any of the Authority's or its executive's committees, sub-committees, joint committees, joint sub-committees, or area committees;
- d) Any of the Authority's advisory groups and executive boards, working parties and panels

...

**2.1. You must treat others with respect.**

**2.2. You must not:**

- (b) bully any person;
- (d) do anything which compromises or is likely to compromise the impartiality of those who work for, or on behalf of, the Authority.
- (i) conduct yourself in a manner which could reasonably be regarded as bringing your office or authority into disrepute.

**4. You must not:**

- 4.1. use or attempt to use your position as a member improperly to confer on, or secure for yourself or any other person, an advantage or disadvantage.

**5. You must:**

- 5.1. when using or authorising the use by others of the resources of your Authority:
  - (a) act in accordance with your Authority's reasonable requirements;
  - (b) ensure that such resources are not used improperly for political purposes (including party political purposes); and



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- (c) *have regard to any Local Authority Code of Publicity made under the Local Government Act 1986*

3.5 Part 2, Interests, of the Council's Code of Conduct states:-

**“6. Disclosable Pecuniary Interests**

6.1 *Breaches of the rules relating to Disclosable Pecuniary Interests may lead to criminal sanctions being imposed.*

6.2 *You have a disclosable pecuniary interest if it is of a description specified in regulations made by the Secretary of State, (Attached at Appendix A), and either:*

- (a) *it is an interest of yours, or*
- (b) *it is an interest of:*
  - (i) *your spouse or civil partner;*
  - (ii) *a person with whom you are living as husband and wife, or*
  - (iii) *a person with whom you are living as if you were civil partners*

*and you are aware that that other person has the interest.*

**7. Registration of Disclosable Pecuniary Interests**

7.1. *Subject to paragraph 9 below, (sensitive interests), you must, within 28 days of:*

- (a) *this Code being adopted or applied by the Authority; or*
- (b) *your election or appointment (where that is later),*

*notify the Authority's Monitoring Officer in writing of any Disclosable Pecuniary Interests you have at that time.*

7.2 *Subject to paragraph 9 below, (sensitive interests), you must, within 28 days of becoming aware of any new Disclosable Pecuniary interest or any change to any such interest, notify the Authority's Monitoring Officer in writing of that new pecuniary interest or change.*

**8. Disclosable Pecuniary Interests in Matters Considered in Meetings or by an Individual Member**

1.1 *If you attend a meeting and have and are aware that you have a Disclosable Pecuniary Interest in any matter to be considered, or being considered, at that meeting:*

- (a) *if the interest is not entered in the Authority's register of members' interests, you must, subject to sub-paragraph 9 below, disclose to the meeting the fact that you have a Disclosable Pecuniary Interest in that matter. If you have*

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*not already done so, you must notify the Authority's Monitoring Officer of the interest before the end of 28 days beginning with the date of the disclosure, and*

(b) *whether the interest is registered or not you must not – unless you have obtained a dispensation from the Authority's Monitoring Officer:*

- (i) *participate, or participate further, in any discussion of the matter at the meeting; or*
- (ii) *remain in the meeting room whilst the matter is being debated or participate in any vote taken on the matter at the meeting*

*apart from making representations, giving evidence or answering questions, prior to the commencement of the debate on that matter."*

...

### **10. Non Statutory Disclosable Interests**

10.1 *You have a "non-statutory disclosable interest" in an item of business of your authority where:*

- i) *a decision in relation to that business might reasonably be regarded as affecting the well-being or financial standing of you or a member of your family or a person with whom you have a close association to a greater extent than it would affect the majority of the Council Tax payers, ratepayers or inhabitants of the ward or electoral area for which you have been elected or otherwise of the authority's administrative area, or*
- ii) *it relates to or is likely to affect any of the interests listed in the Table in the Appendix A to this Code, but in respect of a member of your family (other than a "relevant person") or a person with whom you have a close association*

*and that interest is not a disclosable pecuniary interest.*

10.2 *If you attend a meeting and are aware that you have a 'Non Statutory Disclosable Interest in any matter to be considered, or being considered, at that meeting:*

- (a) *If the interest is not entered in the Authority's register of members' interests, you must, subject to sub-paragraph 9 above, disclose to the meeting the fact that you have a Non-Statutory Disclosable Interest in that matter, and*
- (b) *If the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgement of the public interest, you must not:*

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- (i) *participate, or participate further, in any discussion of the matter at the meeting; or*
- (ii) *remain in the meeting room whilst the matter is being debated or participate in any vote taken on the matter at the meeting;*

*apart from making representations, giving evidence or answering questions, prior to the commencement of the debate on that matter.”*

- 3.6 The Council approved a Protocol on Member/Officer Relations (the Protocol) on 18 October 2011 which was updated on 14 May 2019. The Protocol effective from 14 May 2019 is attached at WC 2 and contains the following paragraphs:-

**“5. Member/Officer Working**

- 5.1 *The relationship between officers and Members should be characterised by mutual respect and courtesy and recognition of each other’s roles and responsibilities. Members have the right to challenge officers’ reports and actions, but they should avoid personal and or/public attacks, and ensure their criticism is fair and constructive.*

*Officers should not publicly criticise Council decisions even if they do not personally agree with those decisions.*

- 5.2 ...

- 5.3 *Officers work to the instructions of their managers not individual Members.*

- 5.4 *Members must not require officers to change their professional advice or take any action which the officer considers unlawful or illegal or which would amount to maladministration or breach of a statutory duty.*

- 5.5 *Members should not raise matters relating to the conduct or capability of a Council officer or of officers collectively at meetings held in public or in the press. Any concerns should be raised using the procedure set out at paragraph 12.1 below.”*

- 3.7 Paragraph 12 of the Protocol refers to ‘Complaints/Concerns’. Paragraph 12.1 states:-

**“12. Complaints/Concerns**

***Procedure for Members***

*12.1 If a Member is dissatisfied with the conduct, behaviour or performance of an officer they should raise the matter privately with the relevant Executive Director or Director. If their concerns relate to an Executive Director or Director the concern should be raised with the Chief Executive. If the concerns relates to the Chief Executive then the concern should be raised with the Monitoring Officer.”*

#### **4. The Review**

##### *Our appointment*

- 4.1 The Council's Constitution & Ethics Committee considered the Mazars Report at its meeting on 27 July 2021 and resolved that the recommendations in that report relating to potential code of conduct breaches be referred for investigation (appendix 3 of the external audit report (recommendations 2 – 9 referred to in paragraph 4.19 below).
- 4.2 Following the decision of the Constitution & Ethics Committee, Fiona McMillan, the Council's Monitoring Officer (MO), instructed Wilkin Chapman LLP to carry out an investigation into those matters.
- 4.3 Wilkin Chapman LLP is a solicitors firm based in Lincolnshire and East Yorkshire with a national local government legal practice. Work in relation to this investigation was undertaken by Jonathan Goolden, Gill Thompson, Kirsty Cole and Emily Hand.

##### *The investigation*

- 4.4 It should be noted that Mr Hickford resigned as a councillor before the investigation commenced.
- 4.5 Section 27(1) of the Localism Act 2011 provides that a relevant authority must promote and maintain high standards of conduct by members and co-opted members of the authority. The Council is a relevant authority. Section 27(2) requires the Council in discharging that duty to adopt a code of conduct dealing with the conduct that is expected of members and co-opted members when that are acting in that capacity.
- 4.6 Section 28(4) of the 2011 Act provides that a failure to comply with a relevant authority's code of conduct is not to be dealt with otherwise than in accordance with arrangements made under subsection (6). Subsection (6) requires that a relevant authority other than a parish council must have in place (a) arrangements under which allegations can be investigated and (b) arrangements under which decisions on allegations can be made. Subsection (9) provides that an allegation means a written allegation that a member or co-opted member of the authority has failed to comply with the authority's code of conduct.
- 4.7 The Council has adopted arrangements in accordance with these provisions. Those arrangements include that the Monitoring Officer can apply a set of criteria to decide what, if any, action to take on receipt of a complaint.
- 4.8 It is not possible to make a decision (other than to take no action) on a complaint against a subject member who is no longer in office. First, the code of conduct can only apply to the conduct of persons who are acting as councillors and secondly, even if the conduct took place when they were councillors, the Council's arrangements can only deal with investigations and decisions on what the 2011 Act terms "allegations". The Act defines an allegation as one which is written but is also that a member has failed to comply with the code of conduct. Once a person is not a member, there is no longer an "allegation" to be determined under the arrangements.

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- 4.9 In addition, a person who is no longer a councillor would be under no compulsion to follow any sanction decided by a hearing in that they would be no longer subject to the risk of a further complaint being made of a breach of the code of conduct.
- 4.10 The case of *R(Harvey) v Ledbury Town Council* [2018] EWHC 1151 (Admin) indicated very clearly that a councillor cannot be sanctioned outside the standards arrangements.
- 4.11 However, in *Hussain v Sandwell Council* [2017] EWHC 1641 (Admin) it was held that it is within the powers of a local authority to conduct investigations outside the standards arrangements. Whilst there can be no possibility of some form of sanction resulting from an investigation of a former member's conduct, such an investigation is lawful if it is in the interests of the general good governance of the Council and the wider public interest.
- 4.12 In addition, the Council obtained a Counsel's opinion that such an investigation could be conducted under powers in section 1 of the Localism Act 2011 and sections 111 and 151 of the Local Government Act 1972
- 4.13 We contacted a number of individuals as part of our investigation. These were:-
- An officer in the County Farms Team (referred to in this report as **Officer A**)
  - Officer A's line manager (referred to as **Officer B** in this report)
  - Officer B's line manager (referred to as **Officer C** in this report)
  - A solicitor working for LGSS Legal Services (part of a local government shared services partnership) (referred to as **the Legal Officer** in this report)
  - The Deputy Chief Executive of the Council
  - The Council's Head of Pensions
  - The Council's Chief Internal Auditor
  - A councillor who chaired the Commercial and Investment Committee (formerly the Asset and Investment Committee) (referred to as **Councillor A** in this report)
  - A senior councillor (referred to as **Councillor B** in this report)
- 4.14 Signed statements were obtained from:-
- Officer B (statement signed: 4 October 2021);
  - Officer C (statement signed: 8 November 2021; supplemental statement signed: 13 December 2021);
  - The Legal Officer (statement signed: 30 November 2021);
  - The Deputy Chief Executive (statement signed: 28 September 2021);
  - The Head of Pensions (statement signed: 14 October 2021);
  - The Chief Internal Auditor (statement signed: 25 November 2021);
  - Councillor B (statement signed: 5 January 2022).
- 4.15 Contact was made with Officer A who declined to engage with the investigation, but who had previously provided evidence in connection with both the internal and external audit investigations.
- 4.16 Contact was also made with Councillor A who did not respond to correspondence.

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- 4.17 Mr Hickford was given the opportunity of an interview, which he declined, via a letter from his legal representatives.
- 4.18 We wish to record our thanks for the co-operation and courtesy shown to us by those who assisted us in the investigation.
- 4.19 Copies of the above, together with other relevant documents are annexed to this report and listed in a schedule of evidence at Appendix A.

### *The Review*

- 4.20 Terms of Reference regarding the review were agreed with the Council:-
- (a) to examine the conduct of Mr Hickford in seeking and securing a tenancy of Manor Farm, Girton from Cambridgeshire County Council and in his subsequent dealings with the Council regarding the tenancy and to determine if such conduct amounted to a breach of the Council's code of conduct for members;
  - (b) to consider whether Mr Hickford's role in the Outcome Focused Review of Rural Assets gave rise to a conflict of interest;
  - (c) to consider whether Mr Hickford was in breach of the Member code of conduct in his dealings with the Chief Internal Auditor in his carrying out of an internal audit review and in his dealings at committee with an officer referred to at paragraph 4.3.32 of the external auditor's report;
  - (d) in particular the investigation is to consider whether such conduct took place in a private capacity or in his capacity as an elected member and Deputy Leader of Cambridgeshire County Council.

### Relevant sections of the Code of Conduct:-

- (e) to consider whether there was a conflict of interest between Mr Hickford's role as a councillor and his tenancy of Manor Farm and in particular to examine whether he participated in discussion or voting at any meeting where he had a Disclosable Pecuniary Interest or a non statutory disclosable interest such that it would prejudice his judgement of the public interest or where there was evidence of bias or predetermination in any decision making.
- (f) to consider whether Mr Hickford failed to treat others with respect contrary to paragraph 2.1 of the Code adopted by Cambridgeshire County Council.
- (g) to consider whether Mr Hickford's conduct toward officers amounted to bullying contrary to paragraph 2.2 (b) of the Code.
- (h) to consider whether Mr Hickford sought to compromise the impartiality of officers contrary to paragraph 2.2 (d) of the Code.
- (i) to consider whether Mr Hickford's conduct was such as could reasonably be regarded as bringing his office or authority into disrepute contrary to paragraph 2.2 (e) of the Code.
- (j) to consider whether Mr Hickford, when using or authorising the use by others of the resources of the authority, failed to act in accordance with

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the Council's reasonable requirements contrary to paragraph 5.1 of the Code.

- (k) to consider whether Mr Hickford used his position as a councillor to secure an advantage contrary to paragraph 4 of the Code.
- (l) to consider whether Mr Hickford's conduct was contrary to the Council's protocol on Member/Officer relations and in particular paragraph 5 governing Member/Officer working.



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### **5. Summary of Evidence and Key Dates**

- 5.1 Roger Hickford was Deputy Leader of the Council at the time he applied for and was awarded the tenancy of Manor Farm, Girton.
- 5.2 The Council's Rural Assets team (also referred to as the County Farms team) managed the County Farms estate, which incorporated Manor Farm, Girton.
- 5.3 Mr Hickford became a member of the Council's Asset and Investment Committee (the A&I Committee) on 10 May 2016 and was appointed chairman on 27 May 2016.
- 5.4 Mr Hickford applied for the tenancy of Manor Farm, Girton in March 2017 and was awarded the tenancy on 5 April 2017.
- 5.5 Mr Hickford led the Rural Assets OFR initially in his capacity as Chair of the A&I Committee and subsequently as Member Champion.
- 5.6 Mr Hickford became Member Champion for the Rural Assets OFR.
- 5.7 An Internal Audit investigation was conducted by LGSS with regard to the tenancy of Manor Farm, Girton. The Draft Report was issued on 27 June 2019.
- 5.8 The conclusions of the draft audit report prepared by LGSS identified that there were:-
  1. A number of concerns regarding potential and actual breaches of the Council's Code of Conduct which were to be referred to the Monitoring Officer.
  2. The Council's Code of Conduct be amended to clarify that the Code applies to Members when they claim to act or gave the impression of acting in their official capacity/representative of the Council and that Members be presumed to be acting in an official capacity in their public conduct. Even where it was clear to Members whether they were acting in an official or personal capacity, there was a risk that it was not always clear to Officers, particularly depending on the position of the Member they were dealing with.
  3. The Members' Codes of Conduct to be updated to require declarations of interest to be made at public meetings even where these have been formally registered as required by Council policy. As the Code stood, there was a risk that if not acting in a decision making capacity but were presenting a paper etc., those Members making decisions may not be aware of any relevant interests.
- 5.9 The Chief Internal Auditor went on sick leave at the beginning of December 2020 and was unable to complete the Internal Audit Report. The Chief Executive and the Council's Chief Finance Officer arranged for Mazars to conduct an external review of the audit work undertaken and reach conclusions on the matters involved.
- 5.10 An Independent Review of the Internal Audit investigation was conducted by Mazars. Their report is dated 23 February 2021.



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- 5.11 The External Audit report affirmed the recommendations of the LGSS Audit and recommended the following be referred for further consideration by the Monitoring Officer in relation to the Code of Conduct:-
1. Mr Hickford voting on the decision to progress the Rural Assets OFR to phase 3 on 26 January 2018.
  2. The extent to which Mr Hickford was involved in the discussions regarding a minimum 4% return target set in the 23 November 2018 OFR.
  3. Mr Hickford seeking information on the level of rent required to secure him the tenancy of Manor Farm, Girton.
  4. Mr Hickford's conduct and behaviour contained in the emails at Appendix 6 of their report.
  5. Mr Hickford's conduct displayed in emails I2 and I3 which are emails between Officers.
  6. Memos prepared by Officer A and Officer C.
  7. The impact of Mr Hickford's conduct on officers and others.
- 5.12 This investigation has relied on some of the facts found in both the internal and external audit reports.
- 5.13 Mr Hickford resigned from his post as County Councillor and Deputy Leader on 26 February 2021, shortly before the Mazars Report was reported to the Constitution & Ethics Committee on 5 March 2021.
- 5.14 The Constitution & Ethics Committee considered the Mazars Report on 27 July 2021 and concluded that the potential Code of Conduct breaches be referred for investigation.
- 5.15 A number of witnesses have made reference to incidents when Mr Hickford displayed aggressive and bullying behaviour.
- 5.16 A number of witnesses have made reference to the difficulty in determining between Mr Hickford acting in a private capacity and in his official capacity and believed it was not possible to distinguish between the two roles.

### *Key Dates*

- 5.17 Key dates are as follows:-
- |                            |  |
|----------------------------|--|
| 10 May 2016                | Mr Hickford appointed to A&I Committee and de facto Deputy Leader of the Council |
| 27 May 2016                | Mr Hickford becomes chair of A&I Committee                                       |
| March 2017                 | Mr Hickford applies for tenancy of Manor Farm, Girton                            |
| 5 April 2017               | Mr Hickford awarded the farm tenancy   |
| 4 Oct 2017<br>- 2 May 2019 | Emails between Mr Hickford and officers regarding tenancy                        |

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5.18 There were two internal audit reports:

24 June 2017 Matters arising under the Member's Code of Conduct; and  
27 June 2017 Tenancy of Manor Farm, Gorton

At paragraph (m) page 5 of the Chief Internal Auditor's statement (attached at WC ??) he told us that much later, at the request of the Leader and the Chief Executive, two reports were combined.

5.19 The External Audit review is dated 24 February 2021.

5.20 Mr Hickford resigned from the Council on 26 February 2021.

**6. Emails between Mr Hickford and Council Officers**

- 6.1 There was extensive email correspondence regarding Manor Farm, Girton between Mr Hickford and Officers A, B and C. The email correspondence began in September 2017 and concluded in May 2019. The emails are referred to below and are attached at WC 3 and WC 4.
- 6.2 Mr Hickford used both his Council email address and his personal email address in respect of correspondence with Officers and those working on behalf of the Council.
- 6.3 In an email to the Deputy Chief Executive on 7 September 2017 (H2 – page 149 of WC 3) Officer C states:-

*“If Cllr Hickford is putting himself forward as a [Farms] Champion we have to be careful.*

*As you know he is taking a tenancy of a small farm at Girton so would have a conflict of interest.*

*This morning I had a chat with [Officer A] in xxxxx team who is dealing with Roger. She is finding him extremely difficult and although he says he is not taking advantage of his position he is. She finds him rude, both face to face, and in his emails and ends up thinking about her contact with him way into the evening.*

*Xxxx is stepping in but he is getting the same approach although of course is a bit more resilient. I have said to them both that they should push him back. His expectations are unrealistic and change from day to day which is a lot of the problem and he has not fulfilled what he himself has agreed.”*

- 6.4 Officer A emailed Mr Hickford on 28 September 2017 (7A page 200 of WC 3) to make him aware that the Council were awaiting a response from South Cambridgeshire District Council (SCDC) in respect of pre-application advice.

*Emails using Mr Hickford’s Council email address*

- 6.5 Mr Hickford sent an email to Officer A on 4 October 2017 (7A page 200 of WC 3) with the subject ‘PRE-0423/17’. He wrote:-

*“Can you give me an update on this pre-application please, even if it is that there is no change. I will be looking at what can be done to get the response.*

*I would also like it on record, via this email, that I asked a senior officer to receive this application and ensure it was turned around in the appropriate timescale, the same officer that took it to a combined meeting of SCDC Planning East and West to get discussion and pre-approval for the pre-application. I did give the name of this officer to you before the pre application was sent. However, as I learned at the beginning of the meeting with the architect, the application was sent to the generic address for SCDC Planning and therefore did not go to the senior officer.*

*I look forward to receiving the update.”*

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- 6.6 Mr Hickford sent an email to Officer A on 11 October 2017 (7E page 219 of WC 3) with the subject 'PRE-0432/17'. He wrote:-

*"I would not hold your breath regarding a reply. I think the car parking issue is covered by .....*

Any increase in floor area will be strictly controlled, and must be for the benefit of the design, or in order to better integrate the development with its surroundings. There will be a general presumption against future extensions of such buildings. Incidental uses such as car parking and storage should be accommodated within close proximity of the building to reduce the visual impact of the site.

Employment generated must be in scale with the rural location. Developments resulting in significant numbers of employees or visitors must only be located near to larger settlements or accessible by public transport, cycling, or walking.

The building is considered to be capable of re-use without changing its character and appearance.

*And another thing I would suggest is you ask for a refund on the application fee as SCDC took over the 8 weeks. It is their policy and apparently they refund a lot!!!!*

*I think the first thing to do is get a noise expert on board. Is this something you can do quickly? If not, then I will get one. (You stated in a previous email you do not have the capacity at the moment to bring one on board.) We need this because then we will know the likelihood of success when applying for the differing uses, and can tailor an application accordingly. It will have a bearing on the Design and Access Statement, as until we know what uses we are applying for, we are uncertain as to the volume of vehicles etc.*

*Please advise re Noise consultant asap"*

- 6.7 At 14:49 on 11 October 2017 (7E page 217 of WC 3) Officer A replied to Mr Hickford, with the subject 'FW: PRE-0432/17'. They wrote:-

*"I have had a response as follows:-*

Apologies for the omission of specifically referring to the kennels. I had included them within the wider description of canine centre. The same concerns would apply to all elements unless there can be clearly demonstrated mitigation of any potential noise and disturbance.

The change of use issue referred to the land behind the building which was detailed on the site plan. This was considered as part of the canine facility use when responding. The size would obviously be excessive for just parking and therefore considered on the basis that as show in the site plan that is would be linked to the proposed use.

*As I understand it that means that the noise issues relates to the individual parts of site- canine centre and kennels etc.*

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*As you thought, parking should be ok. It seems they may want to restrict the area that can be used as part of the canine centre.*

*With regards to a planning consultant- we are going to instruct someone to draft and submit the whole application for us. I am currently awaiting the quotes from our framework back for this. They will then seek the input of the noise experts, and anyone else they think necessary, to provide their information before submitting the application.*

*Thank you for the comments about the SCDC fees. I enquired about our fee when I first submitted the application and chased since but I have yet to receive any invoice."*

- 6.8 On 11 October 2017 at 15:45 (7E page 217 of WC 3) Mr Hickford sent an email to Officer A copying in Officer B with the subject 'PRE-0432/17'. He wrote:-

*"Yes the land behind makes sense, but as soon as you get behind the building you are further away from neighbours, and actually you could be a long way away from neighbours, and considering there is a recreation ground and school playground nearer than the end of the field. Anyway, we need to know what the noise expert says, but As you have stated you have yet to appoint a planning consultant. When are the quotes from the framework due back please?"*

- 6.9 At 17:34 on 11 October 2017 (7E page 216 of WC 3) Officer A replied to Mr Hickford, copying in Officer B, with the subject PRE-0432/17'. They wrote:-

*"Initially when we sent out the request for quotes we received zero responses in the requested timescale. We have gone back to the companies who gave us feedback and have given them more time. They advised they should be able to provide us with quotes for the work by the end of next week."*

- 6.10 At 18:34 the same day (7E page 215 of WC 3), Mr Hickford replied to Officer A, copying in Officer B, with the subject 'PRE-0432/17'. He wrote:-

*"So actually me pushing for the pre application report was pointless as County Farms is not ready to act on it.*

*Myself and xxxxx have now already compromised with the house to try to ensure the project is up and running asap. Now the barn is starting to lag behind. I am not kidding when I say the planning application is something I could have done myself once I have the expert advice and reports. The pre app report has told us nothing we did not know 10 weeks ago, apart from a newt [sic] issue, which is an easy fix. The design and access statement and noise report were always going to be needed. And now we have waited 10 weeks, there is more delay.*

*Please appreciate that when dealing with commercial projects these are out of the County Farms "bubble", and therefore project managing is vital, as is meaningful communication, to ensure the least disruption in potential employee lives.*

*I have always been trying to get timescales about this. So please can you answer the following and if you do not know then please say so ....*

*How likely is it that we actually get quotes back next week?*

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*Assuming we get quotes back by the end of next week, what timescale have we asked for in the scope from the planning consultant?*

- a.) initial meeting*
- b.) draft application which includes advice from experts*
- c.) submitting an application*

*I feel I am always having to ask questions that the answers should have been communicated anyway. I appreciate the situation when you say there is not the capacity in the CF [the County Farms Team] for something like this. However, you are my point of contact, and as a tenant, you are my only point of contact.*

*Obviously, with my members hat on, and as CF Champion, I will be looking at how anything can be improved for tenants and for the County Council going forward, and also for the CF staff, so my experience, as painful as it is, does help in this respect."*

- 6.11 On 12 October 2017 (7E page 215 of WC 3) Officer A wrote to Mr Hickford, copying in Officer B, with the subject 'PRE-0432/17'. They wrote:-

*"We had lined up the initial framework responses to come back the same week as the pre app advice was due back. As I have said, we had no responses at all to that request.*

*I then went back to the companies, several declined to tender as they are too busy. Two companies said they would be interested in quoting for the work if given more time to submit a response but that the timescale set out in the original RfQ for site meetings, preparing and submitting the planning application was far too tight for them to work towards so not feasible.*

*As such I asked them to respond by the 20<sup>th</sup> October and in their responses set out a likely timescale to get an application submitted. They are very aware that we need the application submitted as quickly as possible but they have told me the earliest they can come back is the end of next week.*

*I have not stipulated dates for site meetings/draft applications/submission dates second time around because last time we did that we got no responses and feedback that our timeframes were unreasonable.*

*Please accept my apologies if you feel I have not been informing you of things but it is not because I have not been doing anything. As above I am working to get the responses back as soon as possible.*

*With regards to the house the specification of works has been updated to include the larger oil tank and the structural engineers calculations as these have now been provided. Alt [sic] the information for the refurbishment of Manor Farm is now online."*

*Emails using Mr Hickford's personal email address*

- 6.12 On 18 October 2017 (pages 3, 4 of WC 4) Officer A wrote to Mr Hickford, copying in Officer B, with the subject Manor Farm Barn. They wrote:-



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*"Following my meeting with our contractor yesterday he has confirmed he can provide us with a quote for-*

- Bricking up the door nearest the road (he will provide an allowance figure in case there is no footing)*
- Filling up any holes throughout the building*
- Bricking up half of the door on the barn facing the barn*
- New concrete floor- there will be a split out of the uplift in cost from an agricultural floor finish to a power floated finish.*
- Bricking up the lean to gate facing the field. (I've seen your email re the cost of this I will check with [Officer B])*
- Replacing the 8 skylights*
- Replacing the guttering*

*As soon as I receive the prices, I will let you know the split out of costs.*

*The lead in time for the works is around 3 weeks*

*His comment to me about blocking up the doors were that he would not use breeze blocks as they are not weatherproof. He will quote for using bricks that match the existing.*

*With regards to the new doors he said there would be no way you could effectively weather/rodent proof a sliding or fully opening doors, so thought the best way would be roller shutter doors. We have another contractor who can provide this and has already given a quote for the roller door nearest the road. Are you happy for me to get a further quote for a roller door on the door facing the house?*

*He does not deal with any windows/ glazing so cannot provide the new entrance doors/ full length window. Would you like me to obtain quotes for new entrance and the new window? I will need you to provide me with a full design so we can look for contractors to obtain quotes from. I think we will require 3 quotes as it is likely to be over£2,000.*

*Or as per my previous email if you know someone with the relevant certification we could do it that way.*

*With regards to the roof painting this is not something our contract would do or recommend doing for the purpose of noise insulation.*

*Please let me know about the roller doors and glazing when you have a moment"*

- 6.13 On 19 October 2017 (page 3 of WC 4) Mr Hickford wrote to Officer A, copying in Officer B, with the subject 'Manor Farm Barn'. He wrote:-

*"Look forward to what he comes back with regards quotes, but still require quotes for not doing improvements (bricking up etc) i.e. if CF only do repair/maintenance where required.*

*No need for a roller door quote – thanks anyway  
No requirement for you to get a quote for main entrance door and window. I will source...*

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*FYI... covering the roof was more aesthetic with an added benefit of "some" noise reduction. Also, concrete blocks are very easily waterproofed with the correct sealant.*

*Is it possible to get a key for the house for the weekend so I can show [KB] the inside?"*

- 6.14 On 20 October 2017 (page 2 of WC 4) Officer A replied to Mr Hickford, copying in Officer B, with the subject 'Manor Farm Barn'. They wrote:-

*"I've now heard back from our contractor and discussed everything with [Officer B]. County Farms will do the following at our cost as repairs to the building-*

- Fill in all holes to the roof/ walls*
- Change the & skylights for newer skylights*
- Paint all external woodwork black*
- Remove all the asbestos gutters and downpipes and replace with black plastic*
- Brick up the double doors closest to the road*
- Replace the concrete the whole bay with a broken up floor to a concrete power floated smooth finish*

*The following are to be done on an improvement charge basis-*

- Brick up one of the doors facing the house- please confirm which side*
- Brick up the pig sty gate*

*The likely cost of these is £2,657.00 so your improvement charge will be £186.00 per year. If you are in agreement, I will send out an improvement charge letter for you to sign and return.*

*Once I have your confirmation I will get the works instructed and let you know the likely start date when I have one.*

*Just to clarify you are going to source the 2 new doors (one facing the road and one facing the house), the new window facing the house and the new entrance doors/ glazing.*

*New gate still to be discussed.*

*With regards to a key, we have not yet received one from the [xxxxxxx]. I saw them briefly on Wednesday and they were rather stressed in the middle of moving. [xxxxx] said they would call once the house was empty. I have called a couple of times but no answer, I'm not sure if their phone line is still connected and they may have misplaced my number in the move. I am going to drop in this afternoon. If I am able to get a key I will leave it somewhere and let you know where it is so you can have a look round. Otherwise, as soon as I have a key I will let you know."*

- 6.15 At 17:34 on 23 October 2017 (page 1 of WC 4) Officer A replied to Mr Hickford, copying in Officer B, with the subject 'Manor Farm Barn'. They wrote:-



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*"I thought I'd come back separately about the building works. As below, we are doing the items highlighted green at County Farms expense. WE have got our contract lined up to do this in a few weeks.*

*The 2 doors to be bricked up are highlighted red. This is what pushed the work up about the threshold. As below, the cost of that work is £2,657.00."*

- 6.16 At 18:41 on 23 October 2017 (page 1 of WC 4) Mr Hickford wrote to Officer A with the subject 'Manor Farm Barn'. He wrote:-

*"I think if you check back I am sorting this. We are leaving it in place, and I am sorting the whole entrance from the inside*

*Brick up one of the doors facing the house- please confirm which side*

*Your email 16th Oct at 13.52 (I think there were two emails that day) stated ....*

*Going through your list starting in the top left-hand corner on the diagram-*

*. Bricked up entrance- this is capital works- ie CF will only fund on an improvement charge basis. **(This is the opening nearest the road and is now being done as a repair due to the cost of repairing the broken door)***

*. New door beside this- CF would replace this if it is a sliding door. If you [sic] wanted a roller door this would be done on an improvement charge basis. **(I stated that I did not require a roller door here, but that CF could replace it – however as per my phone call on Friday, my proposition was that CF did not replace this sliding door as I would sort it from the inside, but that CF would brick up the stable entrance in lieu)***

*So, all green below is agreed and with regards the two in red... The first I am sorting and the second I proposed CF was doing instead of replacing the sliding door (as above). So taking the first out of the equation, is it now below the £10k threshold?*

*Call me if easier as there are far too many doors!!!! If we can get these sorted, I can start on the rest"*

- 6.17 At 10:06 on 1 November 2017 (B1b page 22/23 of WC 3) Mr Hickford wrote to Officer A, copying in KB, with the subject Manor Farm & Barn. He wrote:-

*"Two things please. The first is a concern and request for information. The second is more substantial.*

*I am in the process of getting quotes for the doors, and two contractors have expressed concern at the corrugated cladding. There are both of the impression that it could be asbestos, and if it is then it is difficult to tell what sort. May I ask when the last (structural) survey was done on the building. Whilst I fully appreciate the barn has been used for agricultural purposes, it hopefully will have a different use going forward,*

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*and I must ensure it is safe. This goes for the roof too, so would appreciate any information on this.*

*With regards the lease.... we have received the Tenancy at Will and have received legal advice on it. It has been suggested that a Tenancy at Will is inappropriate for this situation. They are generally used whereby occupation takes place whilst (financial) negotiations are ongoing. In this case, negotiations are complete, but the occupancy is unavailable.*

*A concern is that the previous tenant is still the current tenant as he has not yet surrendered his tenancy. I have asked LGSS Legal for an update, and they confirm that as of yesterday there had been no contact from the tenant or his Agent despite requests.*

*The document is too one-sided, with many tenant obligations but nothing suggesting the specific obligations of the landlord. As this is a legal document with no time limit, it is vital each party knows the obligations of the other.*

*It is suggested that the Tenancy at Will be in place until planning permission for change of use of the barn is granted. This is unacceptable as it means any improvements done by myself are done entirely at my risk, as the tenancy could be withdrawn by CF at any time. We have no problem signing a regular Farm Business Tenancy for the house, barn and land, as it will be used in some capacity going forward. It has already been confirmed by SCDC Planning that change of use for the barn is acceptable it is just a matter of the details of that change. To facilitate this going forward, I suggest a Farm Tenancy Lease be signed by all parties asap, which would suggest, by default, the current tenant is required to surrender his tenancy immediately, and this will form the basis of another email I will be sending in my CCC capacity.*

*The suggestion of an abatement is welcome. However, the way it is worded is that CF requires payment of £3,308.33 per month as soon as the repairs to the barn are complete, and that there will be a discounted rent amount of £1,708.33 until the refurbishment to the dwelling is complete. Therefore, CF wish us to pay a rent of £1,708.33 per month for a barn! It also gives CF no incentive to complete the house refurbishment. I have checked this with [the Legal Officer] at LGSS Legal, and he agrees this is what the tenancy means, but also states and confirms these are the instructions of CF to him. Please confirm if I am correct to assume CF meant the rent for the barn would be £500 per month until the refurbishment of the dwelling.*

*In any case, I suggest a Tenancy at Will is unnecessary at this stage. Furthermore, it was not discussed with us as the tenants. We are content to pay the full rent as soon as the repairs to the barn are complete and the initial refurbishment to the dwelling is done. However we will require in writing the further repairs/improvements that CF will undertake and the timescale for these. These will include, but not be limited to, the replacement windows/doors for the dwelling and the replacement gate and driveway for the barn (and current tenant access).*

*Manor Farm is not viable as it is, and therefore needs to be used for some other purpose. We are confident that planning permission will be granted for change of use on the barn, and are willing to accept that risk. This also allows us to continue making arrangements for improvements to the barn and the land (at our risk) prior to planning permission, but require a normal CF tenancy to progress this work with the knowledge that there is stability going forward. This also concurs with the legal*

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*advice obtained. It will also allow us to progress without dependency on CF, which must be considered beneficial to all parties.*

*Please note that I cannot progress or make arrangements for improvements to the barn until I have certainty it has been surrendered by the current tenant, and will form part of a CF tenancy for us.*

*Many thanks*

*Roger Hickford & [KB]"*

- 6.18 At 18:24 on 1 November 2017 (B1b page 21 of WC 3) Officer A wrote to Mr Hickford, copying in KB and Officer B, with the subject, Manor Farm & Barn. They wrote:-

*"thank you for your email.*

*With regards to the cladding, it is very likely that it is asbestos. We will have an asbestos survey, I will get this sent over to you.*

*We will not have had a structural survey of the barn as it was designed and built for agricultural purposes so it will have been built to suit such uses. We can arrange for one to be completed if you wish?*

*With regards to the Tenancy at Will this is a mechanism for us to allow you to take occupation of the property prior to the house being fit for occupation. We cannot grant you a Farm Business Tenancy because as the name suggests you have to be using the property for an agricultural business. Your occupation does not include any agricultural element hence we need to provide you with a business lease. This takes the form of a Tenancy at Will or a Business Lease.*

*On speak with [Officer B] we can add in a clause into the Tenancy at Will stating that if for any reason if CCC were to withdraw from completing the Business Tenancy we would refund the cost of any works to you that have already been completed. This would hopefully give you some comfort and your risk is lowered.*

*With regards to the rent it is standard policy across the estate that we offer a reduction £500 per month in the event that the house is unavailable.*

*Our incentive for the house works to be completed is that we want the house occupied and then we can grant the Business Tenancy. A Tenancy at Will can be ended by either party at short notice so is not something we want to use for any length of time as it does not provide either party with any security. It is just to allow you to occupy temporarily, we cannot allow you to take possession without it in place.*

*With regards to the surrender, our tenant must take advice from an agent or legal advisor before agreeing any surrender as he is in a legally binding tenancy agreement with us. We cannot push him to sign. As soon as we have an update on this I will let you know so we can get the Tenancy at Will moving forward."*

- 6.19 On 2 November 2017 (B1b pages 19/20/21 of WC 3) Mr Hickford wrote to Officer A, copying in KB, with the subject 'Manor Farm, & Barn'. He wrote:-

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*"I will await the asbestos survey... thank you. And thank you for the offer of a structural survey but should I instruct one it would not be through CF.*

*The Tenancy at Will is an inappropriate mechanism in this case. As I have previously stated, and I will repeat it here, it is used whereby occupation takes place whilst (financial) negotiations are ongoing. In this case, negotiations are complete, but the occupancy is unavailable. It will help fill the void created by CF in this case, but has no substantive benefits for potential tenants that cannot take possession of the dwelling.*

*I am pleased you picked up the issue of the sort of lease which is appropriate, and I am grateful for your correction. I am also pleased that you have acknowledged this is a very different tenancy than one which CF has encountered previously. As such, things should be discussed and communicated and processed differently. A Business Lease is more relevant and commercial. It allows both parties to enter into the transaction and for both parties to agree exactly what the terms of the Lease are. This will include repairs and improvements the Landlord will make, and likewise for the tenant. A Business Lease also allows for timescales and penalties should conditions not be met by either party. It also allows for variation in rent until such repairs and improvements take place. This is the only way a commercial business can operate, otherwise it creates uncertainty.*

*Therefore I propose that a Business Lease is drawn up.*

- It will give exact timescales for completion of works which you will now know for the barn, and as of this Friday you will know for the dwelling for it to be fit to live in.*
- The rest of the repairs and improvements for both the barn and the dwelling can be listed in the Lease document, and the rent can be adjusted accordingly.*
- It could also state potential Tenant Improvements so some of these are agreed up front.*
- It also allows for CF to ask for a deposit from the new tenants, but likewise CF will be held accountable for works to be done.*

*This would be an appropriate way forward, and much more commercial based. It will allow CF certainty that tenants are in place, and it will allow tenants the certainty that works will be completed. (If such a Lease was in place from the start of this process, then CF would already be paying us compensation for not getting the premises ready for occupation.) It will also ensure the barn is made available for the project. There is absolutely no point in going through this process only to discover the current tenant will not surrender the barn. The commercial way of dealing with this is to have this sorted as a matter of urgency. This has not happened. Failing that the Business Lease will state the compensation CF will pay the tenants should the barn not be surrendered within a set timescale (and that time has passed), and then the compensation should the barn not be surrendered at all. Thank you for suggesting a Business Lease.*

*The £500 offer is derisory, and I feel it is an insult. You have not explained why you think rent of £1,708.33 is appropriate and should be*

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*paid for a barn, when it is the fault of CF that there is any void in the tenancy for Manor Farm. Also, you state this is the way it has always been done in CF, and then say this project is different to a regular CF tenancy and requires a different Lease and a different way of doing things!*

*This was meant to be a partnership with both sides working to make this project happen. Partnerships are about working in the best interests of each party. I suggest a Business Lease is sourced from LGSS Legal as a priority, and that we all have input into the document. There is no reason this cannot be in place by the end of next week as all the information regarding length and timescales for works will be known.*

- 6.20 On 6 November 2017 (B1b page 18 of WC 3) Officer A wrote to Mr Hickford with the subject 'Manor Farm & Barn'. They wrote:-

*"Thank you for your email.*

*With regards to the structural survey, we are happy to get this done. Can you confirm if you are going to be putting any loads upon the walls/ roof?*

*We were using the Tenancy at Will as this is simpler for us and is what our legal advisors at LGSS recommended. They advised us they would not recommend entering into the business lease at this point.*

*However, if that is what you want we can do it, as long as it protects CCC's position.*

*In order to do this we will require break a break clause in the event that planning consent is not granted- wording and date to be agreed. I would suggest 1 years time, to be triggered by either side in the event a change of use planning consent for a canine center is not granted by South Cambs District Council.*

*We agree that the repair works to the house and barn will be completed ASAP. As you are aware we did not put the tenders out with a fixed time in so we will not be held by penalties if the works over run. This is not appropriate in this case. I am very aware of the timescales involved and am trying to get everything done accordingly.*

*The new extension will be put out on a standard building contract basis and as such penalties will be built into our contract with those contractors.*

*We are not legally able to grant a lease on the barn until the surrender has been completed. As stated above the repairs to the house and barn will be started as soon as possible, the surrender does not impact upon them.*

*In order to enter into a business lease the landlord needs to serve a notice on the tenant to advise them of the type of agreement. These notices must be served 14 days before the tenancy starts. Or in the event we wanted to start the lease earlier than 14 days you would have to sign a statutory declaration at a solicitors that you are aware of the type of lease you are entering into. Heads of Terms must be agreed prior to Notices being served.*



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*We have agreed that you will be sourcing the works to the doors/ glazing. Once completed, these will be treated as a Landlords Improvement and CCC taking these on and you are then to pay the 7% improvement charge this will be done in our standard form of agreement. This will not be detailed in the lease.*

*With regards to the rent, we continue the £500pcm reduction until the house repairs are complete. We can also offer a further reduction of £750pcm on the barn until the repair works are completed by us and our contractors, these are all to be done as soon as possible but no set constraints in the lease.*

*With regards to the works you are organising*

*I will draw up revised Heads of Terms and send these over for your comments. Please let me know anything you wish to add at this stage."*

- 6.21 On 7 November 2017 (page 6 of WC 4) Officer A wrote to the Planning Consultant copying in Mr Hickford, KB and Officer B. They wrote:-

*"Thank you for your time at Manor Farm earlier.*

*I have copied Roger and [KB] in so you have their email address' going forward and Roger's mobile number is [xxxxxxxxxxx].*

*Once you have had a chance to look over everything after seeing the site and speak with your colleagues about the various parts of each application please can you provide us all with a timeline for the preparation, submission and anticipated determination of the following-*

- *Permitted development- including anything you require from CCC or Roger and [KB] and when you need this by. This is for the preliminary works of bricking up 2 doors, installing new windows and glazed doors.*
- *Change of Use planning consent to the canine centre. Including the likely timescales for completing the noise assessment which I understand you would recommend being completed prior to submitting the application.*

*If there is anything further you need or if you have any further questions please do let me know."*

- 6.22 At 11:51 on 10 November 2017 (page 16/17 of WC 3) Officer A wrote to Mr Hickford, copying in KB and Officer B, with the subject 'Manor Farm Lease'. They wrote:-

*"Good morning Roger and [KB]*

*I have just heard back from LGSS with regards to the revised Tenancy at Will arrangements as discussed earlier this week.*

*They have advised that we cannot grant a Tenancy at Will with a 3 month notice clause in it, this effectively turns the tenancy into a 3 month periodic tenancy and negates the Tenancy at Will as they must be*

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*terminable at any time. In order to get around this LGSS have suggested the following-*

An alternative arrangement would be to enter into the five year business tenancy (as soon as the surrender of part has completed), but to incorporate a Landlord only Break Clause to determine the tenancy on three months' notice, in the event that planning consent is not granted {and in such case, refund the cost of any works to the barn that have been paid for by the tenant}. This Break Right would only be exercisable until planning permission is granted {so would fall away thereafter} and we could still incorporate the rent abatements to the House (until repairs are completed) and the Barn until planning permission is granted.

*We would be happy with this arrangement, it will then turn into the full agreement upon the granting of planning consent.*

*Please can you confirm if you are in agreement with the above and I will instruct legal to prepare the agreement accordingly."*

- 6.23 At 12:11 on 10 November 2017 (B1a page 16 of WC 3) Mr Hickford wrote to Officer A and KB, copying in Officer B, with the subject 'Manor Farm Lease'. He wrote:-

*"I understand that the tenancy at Will does not work.*

*However, there needs to be protection both ways and actually I feel more important we have some protection via a similar break clause.... otherwise should the unlikely happen and planning permission not be granted, then I will need to exercise my own break clause so I am not signing up to a five year contract and paying more than I should for a house without a business for the duration of the five years. It also means there needs to be a definition of planning permission (and a minimum requirement) along with a list of what permission is being applied for, as we have discussed differing levels of planning consent i.e. with or without kennels etc.*

*Happy to go along with the proposal as long as the above can be taken into account."*

- 6.24 At 12:27 on 10 November 2017 (B1a page 15 of WC 3) Officer A wrote to Mr Hickford and KB, copying in Officer B, with the subject 'Manor Farm Lease'. They wrote:-

*"Hi Roger,*

*I understand your point and happy to agree that a break clause should be for either party to trigger as I agree you wouldn't want to be stuck if we didn't serve the notice for any reason.*

*The planning consent referred to will be the one for the change of use for a 'canine centre', not any of the initial works to the barn. I will ensure that is clarified in the agreement. What are your minimum requirements for the canine centre?"*

- 6.25 At 18:55 on 10 November 2017 (B1a page 14 of WC 3) Mr Hickford wrote to Officer A and KB, copying in Officer B, with the subject 'Manor Farm Lease'. He wrote:-

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*"I feel minimum requirement would be everything in the business plan that seems relatively easy and straight forward, which would be everything except the boarding kennels"*

- 6.26 On 13 November 2017 (B1a page 14 of WC 3) Officer A wrote to Mr Hickford and KB, copying in Officer B, with the subject 'Manor Farm Lease'. They wrote:-

*"Good morning Roger*

*Thank you confirming this. As per your application I will advise LGSS that the minimum requirements for the canine centre are-Doggy day care, dog grooming, hydrotherapy and an area for dog training."*

- 6.27 On 14 November 2017 (6C page 173/174 of WC 3) Officer A wrote to Mr Hickford and KB, copying in Officer B, with the subject 'Schedule of works'. They wrote:-

*"Good afternoon Roger and [KB]*

*Please find attached the works programme for Manor Farm. The proposed timescale is 5 weeks.*

*In looking over the schedule [Officer B] and I have discussed ways in which we can shorten the schedule- the decoration as per the schedule is our standard one colour throughout. If you wanted to use your own decorators to do a higher specification of decoration we could remove those works and potentially finish in 4 weeks. You could arrange your own decorators to follow on and we would be able to give you the portion of the budget that is allocated for the decorating. Please let me know if this would be of interest.*

*We have also looked at the bathroom and bedroom 1. I attach a very rough amendment to the plans which could allow you to have a separate shower and bath, it would slightly cut into Bed 1 but in removing the 2 small cupboards the bedroom could be opened up. Please let me know if you would like us to look into this and we can ask [xxxxxxxxxxx] to amend the drawings and get the builders to confirm if this makes any difference to the timescale."*

- 6.28 At 09:08 on 15 November 2017 (6C page 173 of WC 3) Mr Hickford wrote to Officer A and KB, copying in Officer B, with the subject 'Schedule of Works'. He wrote:-

*"I acknowledge your email.*

*I am pleased the schedule is only a proposal.*

*As you and [Officer B] have already looked to see how the duration of the schedule can be shortened you are fully aware it is unacceptable. Not only is the current schedule proposal duration 3 weeks longer than my estimate, 2 weeks longer than [Officer B's] estimate, but actually 1 week longer than the conservative estimate by the architect. I assume you already have proposals for the contractor to shorten the schedule duration, rather than being reliant on your suggestion of myself and KB moving into an undecorated house the week before Christmas.*



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*This situation has been totally created by County Farms by their inability to time manage the project. Therefore I suggest you liaise with the contractor to find a way for all works to be done by Friday 15th December at the latest, but ideally Tuesday 12th. As a start I can see 8 days that can be saved through working at weekends.*

*I look forward to the revised schedule by the end of the day.*

*Many thanks"*

- 6.29 At 15:36 on 15 November 2017 (6C page 172 of WC 3) Officer A wrote to Mr Hickford and KB, copying in Officer B, with the subject 'Schedule of Works'. She wrote:-

*"Good afternoon Roger*

*I have spoken to the building company and asked them if there is any way the schedule of works can be shortened. I am awaiting their response on this. I am now away until Monday so I have asked XXX to respond to [Officer B] so he can let you know.*

*If the company are unable to alter the end date, we are able to provide a mobile home for occupation in the very short term whilst the house is completed. This is what we have done where the house has undergone works at other County Farm holdings. We can make enquiries for that to be in place for occupation from Monday the 11 December as a back up option."*

- 6.30 At 00:44 on 16 November 2017 (6C page 171/172 of WC 3) Mr Hickford wrote to Officer A and KB, copying in Officer B, with the subject 'Schedule of Works'. He wrote:-

*"From [Officer A's] response it is very clear that you did not contact the contractor when the proposed Schedule of Works was originally sent through to you, even though you knew it not to be acceptable. Instead it appears you took it upon yourself to suggest a compromise whereby we yet again facilitate the failings of County Farms in their management of this project.*

*I feel that anyone with any business sense would not be prepared to agree to a handover of keys to a property the Friday before a Christmas Day Monday. Too much can go wrong, especially considering the non-delivery of this project so far, and with no recourse should something be wrong for you as the landlord and us as tenants until well into the New Year. I think any contractor would be very happy if they can get a client to agree to such terms.*

*I repeat from my previous email. ....*

*This situation has been totally created by County Farms by their inability to time manage the project.*

*You promised the works would be completed by 1st December, and this was including your allowance for all the slippage.*

*The last compromise from us was .....the works will be finished 15th December. Let me know tomorrow whether this has been agreed with the contractor.*

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*Many thanks”*

- 6.31 On 17 November 2017 (6C page 171 of WC 3) Officer B wrote to Mr Hickford with the subject ‘Schedule of Works’. They wrote:-

*“Roger*

*I have spoken to the contractor, who has committed to do his best and to look at ways of enabling bringing forward carpet installation etc.*

*I appreciate the compromise offer and suggest that we discuss this in detail with the contractor on site next Thursday.”*

- 6.32 At 4.23 PM on 17 November 2017 (6C page 171 of WC 3) Mr Hickford wrote to Officer B, copying in Officer A and KB, with the subject ‘Schedule of Works’. He wrote:-

*“That is not my request.*

*Please confirm you have been unable to agree a shortened timescale with the contractor, one week after awarding the contract, in which you did not consider the timescale for the Schedule of Works. Also, that you now expect there to be more negotiations with the contractor regarding timescale after they have already started Works.*

*Many thanks”*

- 6.33 On 20 November 2017 (page 5 of WC 4) the Planning Consultant sent an email to Mr Hickford, KB, Officer A and Officer B. They wrote:-

*“Based on the pre-application advice from SCDC as well as their general validation requirements. Having regard to these, the submission requirements are likely to be:*

- *Planning application form and ownership certificates – XXX to do*
- *Red edged location plan – CCC already provided this*
- *Existing and proposed layout plans of the site (these are important as they will show the revisions to the access and the establishment of a parking area as well as the outside training areas and dog park etc) – Roger and [KB] to provide.*
- *Existing and proposed floorplan of the barn – CCC / Roger and [KB] to provide*
- *Existing and proposed elevations of the barn (only required if external changes are taking place beyond that already undertaken under the PD works) – CCC/ Roger and [KB] to provide*
- *Planning, Design and Access Statement – XXX to do*
- *Noise Assessment – XXX to do*
- *Preliminary Ecological Appraisal – XXX to do*
- *Flood Risk Assessment and Surface Water Drainage Strategy – XXX to do in conjunction with Anglian Water and with CCC in their role as LLFA;*
- *Foul drainage Strategy – XXX to do in conjunction with Anglian Water*

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- *Transport note – XXX to do this based on trip data provided by Roger and [KB]*
- *Details of parking provision – XXX to reflect in the planning statement and this will also be indicated on the proposed layout plan.*
- *Planning, Design and Access Statement – XXX to do describing the proposal and reflecting the various technical assessments*

*It would be good to start pulling these plans together to support the planning application as well as inform the technical assessments. If [sic] will help if these can be done as soon as possible (certainly not later than mid-December) then we will have time to amend and finalise them as the proposal develops.*

*Aside from the production of the plans, the completion of the technical assessments is likely to be the critical factor in determining the submission date of the planning application. These are underway, however we have to build in time for the respective consultees to get back to us (for example Anglian water who are allowed up to 20 days to respond to queries). We will of course chase up responses to expedite the reports where possible.*

*As discussed, we strongly suggest that the planning application is submitted once we have the assessments, so we can reflect the findings in the submission. This is particularly important if mitigation is required such as acoustic insulation. In any case, submitting without the assessments is likely to put the application on hold (terms as 'invalid') until they are submitted, so therefore it would be self-defeating.*

*Another point to bear in mind is that because the site area has increased from just being the barn to also include the fiends, this means that the planning application will be treated technically as a 'major' development by virtue of its size (the threshold is 1ha or more). The formal determination period will therefore be extended to 13 weeks (as opposed to the 8 weeks for minor development). Of course it is possible that SCDC can determine it before then. This is something which we can push for – but it's worth keeping in mind there is no obligation on them to do so.*

*I'll keep you updated as the assessments progress."*

- 6.34 On 28 November 2017 (pages 49 - 51 of WC 4) the Legal Officer of LGSS wrote to Mr Hickford at both his personal and council email addresses with the subject 'Lease of Manor Farm, Girton, Cambridge CB3 0RX'. He wrote:-

*"Dear Mr Hickford*

*I refer to our telephone conversation of yesterday and confirm that I now have instructions from Officer A, in response to your requested amendments to the above Lease, as follows:*

**Start Date:** *the standard commencement date is 11 October and the Council has the same rent date and term dates for all its tenancies; so if this were to be altered, it would cause difficulties with management and rent collection. The Council appreciates this gives you a slightly less than 5 year initial term, but for the ease of management it cannot alter the Term Start Date.*

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**Permitted Use:** the Council may be prepared to consider a change to the Permitted Use in the future, but this would be subject to prior written consent from the Landlord (which may be granted subject to conditions) and obtaining all relevant planning permissions for change of use. The Council would also wish to reserve the right to review the Rent from the date of any change to the Permitted Use. I would therefore propose adding the following clause to the definition of Permitted Use, on page 3 of the Lease:

**The Landlord's prior written consent must be obtained to any change to the Permitted Use (and the Landlord will be entitled to withhold its consent or grant consent subject to certain conditions for reasons of security or to preserve the character of the local neighbourhood) AND any such request by the Tenant will be subject to obtaining all relevant planning permissions (at the cost of the Tenant) together with a right for the Landlord to review the Rent from the date of any agreed alternative use**

**Underletting:** I am afraid that the Council is not prepared to permit any sub-letting (other than by way of Service Tenancy only, to an employee of the Tenant's business to reside in the residential farmhouse dwelling for the better performance of their contractual employment duties); as there would be a risk to the Council if it ended up being the sub-tenant's immediate landlord, because any Assured Shorthold Tenancy would then automatically become an Assured Tenancy with lifetime security of tenure.

**Security of Tenure Declaration:** The Council is content for you and KB to each sign a simple Declaration excluding security of tenure (rather than statutory declarations). Please find attached two Declarations for you to print out and then sign and date **but not before** 6 December 2017 (to allow the 14 day period to elapse).

If you are happy to proceed on the above basis, with just the Permitted Use being amended {along with deletion of the word 'statutory' before 'declarations' at clause 9.1 of the Lease}; then to save re-issuing and printing engrossments of the entire documentation, I can simply replace the relevant pages in the copies that you already have. Therefore, if you could both sign the last page of both these copies (and arrange for your signatures to be witnessed by an unrelated adult) and also the plan (this signature does not need to be witnessed) and then return both signed parts to me, with your signed Declarations and certified copies of your identification, **after 6 December 2017;** I can then replace the relevant pages in these copies and thereafter complete the Lease

*I look forward to hearing from you."*

- 6.35 At 15:59 on 4 December 2017 (page 49 of WC 4) Mr Hickford wrote to the Legal Officer with the subject 'Lease of Manor Farm, Girton, Cambridge CB3 0RX'. He wrote:-

*"I have just noticed the terminology for 5.26.1. It states I will repay "...the Landlord all Solicitors' Architects' and Agents' costs and fees, and all other expenses properly incurred by the Landlord.....under or pursuant to the terms of this Agreement...."*

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*This was never the agreement that I would pay the costs for the current change of use. I agree to this for any future change of use, as per our previous discussion, which is why it is spelt out.*

*The reason I am not liable for current costs is because CF have agreed right from the beginning to make the dwelling and barn (if available) a commercial letting for my needs, and that is why I am paying a premium rent for it. CF insisted on using their own "expertise" on this project. If I was paying for these services, then everything would have been done much quicker and earlier, the planning permissions would have all been sorted long ago, I would be trading by now, and CF would be getting an income from me.*

*It has now come to my attention that the barn is not in a fit state to be let out on a commercial basis as it currently stands. This is yet another delay. Please revise the contract in 5.26.1 so it states I am liable for any **future costs** as stated above (which will include the extension to the dwelling and any further change of use to the property as discussed), but not the current costs for the dwelling (that required refurbishment) and the change of use for the barn.*

*Many thanks"*

- 6.36 At 16:12 on 4 December 2017 (page 48 of WC 4) Mr Hickford wrote to the Legal Officer with the subject 'Lease of Manor Farm, Girton, Cambridge CB3 0RX'. He wrote:-

*"Also, please ask the Landlord for a schedule of works required for the repair and maintenance to the land around the barn, including but not limited to, flooding and track surfacing and gates. Please also indicate the area round the barn that will also be used by another tenant only for access to CF land, and schedule of works for this also.*

*Many thanks"*

- 6.37 At 11:17 on 6 December 2017 (C3 page 76 of WC 3) Mr Hickford wrote to Officer B, Officer A and KB, with the subject, 'Manor Farm'. He wrote:-

*"Myself and [KB] are pleased that the house looks like it will be habitable 15<sup>th</sup> December. First impressions, I think MBS are a good contractor.*

*However, I have been waiting to hear back from you what CF will be doing about the roof to the barn due to the asbestos report and findings therein I am sure [Officer A] has communicated to you that I wish to push ahead and get the roof replace asap, as it is holding up the entire project as nothing can be done inside the barn until this issue is sorted. Every bit of advice I have sought has clearly indicated the necessity for replacing the roof as the premises will be used for a different purpose and the public will have access. Therefore please advise the action plan of CF for roof replacement. Also, please advise if there is no action plan. That is also okay as I will then know that CF are not doing anything and that is down to myself to get things moving. I did have a contractor that could have done the work before Christmas, but I have been waiting to hear back from you. I have now heard that they cannot do it until mid Jan earliest even if they were instructed ow.*



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*FYI... I have instructed xxxxxx not to replace the skylights for obvious reason, which he was still going to do. I also came to a compromise with him about the polish finish of the new cement floor, whereby we agreed it would be easier and quicker for him to smooth over himself as best as poss as this would see the work done quicker.*

*With regards the lease, I am waiting to hear back from LGSS whom I believe are waiting on your response.*

*As the incoming tenant, please let me know if you would like me to take on any responsibilities to help CF get the commercial side of this project moving forward quicker.*

*Regards"*

- 6.38 At 21:41 on 6 December 2017 (pages 24 – 26 of WC 4) the Legal Officer wrote to Mr Hickford, copied to Mr Hickford's Council email address with the subject 'Lease of Manor Farm, Girton, Cambridge CB3 0RX. They wrote:-

*"Hi Roger*

*Further to your e-mails of 4 December and 30 November 2017, I now have instructions and can respond to the points raised as follows:*

**Clause 5.26.1** -- *Your comments are noted and this can be addressed by adding the word "future" in this clause, so that it reads: "costs and fees ..... in connection with any **future** application by the Tenant for any consent or approval under or pursuant to the terms of this Agreement".*

*Agreed*

*With regard to a Schedule of Works for repair and maintenance to the land around the barn that you refer to; the Landlord does not have this as yet, as they need to know what your plans are for the barn and the outside, which is linked to the planning permission, and then both parties can agree what will be done. [Officer A] has spoken with a colleague about this and they are going to speak with you directly and get any split of works agreed, so that once planning is granted it is clear what is to be done by each party.*

*However, I can confirm that the Landlord will be providing a gate suitable for you and the other tenant who has access through the site.*

*There are basic repairs that need doing such as sorting out localised flooding and the replacement of the gate. The surface around the barn is also in need of maintenance which is already in the lease. It is normal practice to have repairs done before a tenant moves in, or at least an agreement of when they will be done, so all parties are aware of timescales and responsibilities. This should be included even as an appendix.*

*Other non-repairs i.e. improvements - I cannot agree that these can wait until planning consent is granted and that they are dependent upon such planning consent. That is why there is a clause in the lease for reimbursement etc. However, as this does not form part of the lease agreement it is a discussion for me to have again with CF.*

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*The area around the barn that will be used by another tenant to access CF land is the roadway shown tinted brown on the Plan to be attached to the Lease. This is included in the definition of 'Existing Rights' (at clause 1.6) to which your tenancy will be subject.*

*I am aware of the plan, but my concern is the actual width of the roadway, the amount of land use particularly at the corner, and the timescale for the alterations, as this can impact greatly on any business. The localised flooding mentioned previously also needs to be addressed before or at the same time as this alteration as it is directly on the roadway involved ..*

*Further to your e-mail of 30 November:*

*Regarding your query as to liability for Council Tax and Business Rates, I am afraid that I cannot you advise you on this and you will need to seek guidance from an independent tax expert.*

*However, [Officer A] has asked me to inform you that County Farms do not expect you to pay Council Tax on the dwelling until the works have been completed and signed off by County Farms. With regards to Business Rates, [Officer A] does not think these would be payable until the planning consent is granted for change of use, as agricultural buildings do not have Business Rates if used for agriculture, but you will need to check this is the case with your own advisor.*

*With regard to the Rent Review provision incorporated within the 'Permitted Use' clause, I understand that you met with [Officer A] on-site this week and it was agreed that a clause for a potential rent review was needed to protect CCC's interest. May I suggest the following amendments to the wording within the current change of use clause under 'Permitted Use' (my amendments highlighted red):*

*The Landlord's prior written consent must be obtained to any change to the Permitted Use (and the Landlord will be entitled to reasonably withhold its consent or grant consent subject to certain conditions) AND any such request by the Tenant will be subject to obtaining all relevant planning permissions (at the cost of the Tenant) **together with** an option **for the Landlord to review the Rent** to the higher of either RPI or open market value (to be determined by a jointly appointed independent valuer in the absence of agreement as to open market value) applicable **from the date of any** planning permission granted for change of use*

*It was not agreed that a rent review was needed to protect CCC interest. It was agreed the wording needed changing to protect me as tenant from a potential huge rent increase. The above wording does not work, for the same reason as I gave before. A business case can only be brought forward once costs are known, and therefore any rent review must be done as part of a business case. Your solution implies that any further planning consent will by default lead to increased rent. This actually may not be the case. An independent valuer may actually decide I am paying too much rent as it is!!*

*My previous suggestion (below) still stands, and an independent valuer could be used if no agreement can be reached between myself and CF, and such a valuation could be used and accepted, but it might also not be accepted if it impacts on the business case, and the project might*

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*not happen. All this must be done beforehand and as part of a business case, as only then can a project proceed.*

*.... AND any such request by the Tenant will be subject to obtaining all relevant planning permissions (at the cost of the Tenant) together with a tight for the Landlord, subject to and with the consent and prior agreement of the Tenant at the time of the written consent from the Landlord for change of Permitted Use, to adjust the Rent from the date of any agreed alternative use.*

And I cannot see your comments on the following in a previous email....

We would be very happy to take CF out of any equation for Planning Permissions in the future. However, this is a business lease, and there must be set conditions from the start. Please clarify ".for reasons of security or to preserve the character of the local neighbourhood.." as the former is unclear and would be part of any initial negotiations with the landlord, and the latter would also be part of any initial negotiations and would ALSO be considered as part of any planning consent.

*I look forward to hearing from you in respect of my proposed amendments to Clause 5.26.1 and the Permitted Use clause. Once these final points are agreed, we should then be able to proceed to complete the Lease. (I confirm that I will be more than happy to send out complete replacement engrossment copies, in duplicate, for you to sign, which I can send by normal post rather than special or recorded delivery)."*

- 6.39 On 7 December 2017 (page 24 of WC 4) Mr Hickford wrote to the Legal Officer with the subject, 'Lease of Manor Farm, Girton, Cambridge CB3 0RX'. He wrote:-

*"Thank you for this. I am sure you will agree, it is the finer detail in legal documents that can cause potential problems.....Please see my comments in red.*

*[Legal Officer], I really do feel there has been a huge piece of the jigsaw missing in trying to get this lease completed, and that is the initial sitting down of all parties to agree terms and details. We just seem to be going back and forth without any directions or justifications for changes that have sneaked into a later draft leases. Let's hope we can sort this out quickly now*

*Many thanks"*

- 6.40 On 13 December 2017 (pages 7, 8 of WC 4) Officer A wrote to Mr Hickford as follows:-

*"Good afternoon Roger,*

*I understand [the Legal Officer] is hoping to finalise the lease with you. We ideally want the lease to be completed by Friday. If this is not possible we need a completed tenancy at Will (TAW) in place in order to be able to give you the keys. If we are unable to agree the lease by Friday I hope we can get it agreed next week at the very latest, as such the TAW will fall away.*



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*With regards to the clause relating to permitted use, it is the standard position is that we require the option to undertake a rent review to market rent if the permitted use changes. In reality we will discuss this prior to you obtaining planning consent as I completely understand you will need to know the rent so you can decide if a new venture is viable or not. Once the planning consent is obtained you are then able to finalise what your plans are, we can review the rent following on from our previous discussion – if appropriate, it may be that the rent remains unchanged.*

*With regards to the gates, I am arranging to meet contractors to get quotes for new gates. County Farms will provide 2 x metal bar gates with mesh and a removable centre post*

*[websites x 2]*

*Are these gates suitable for your purposes? They come in several widths.*

*Width to be agreed with yourself and xxxxxxxxxxxx as users of the gate. We are aiming to get this done as soon as possible in January.*

*I have a meeting arranged with one contractor next Wednesday the 20<sup>th</sup> December at 9am to provide me with a quote for installing the gates and to discuss the landscaping of the yard area. Sorting out the drainage of the existing yard area will be incorporated into this. If you are able to make this meeting that would be helpful.*

*We need to know the route of access and the car parking area. I'm very happy to get quotes lined up, ready to go once the access route and car parking are confirmed.*

*If you have any other questions please do let me know."*

- 6.41 At 16:03 on 15 December 2017 (page 9/10 of WC 4) Mr Hickford wrote to Officer C with the subject, 'Manor Farm Girton'. He wrote:-

*"I understand you are the line manager for [Officer B] and [Officer A].*

*I also understand you have been a fundamental decision maker in the development of Manor Farm for commercial use.*

*I request an urgent meeting with yourself regarding the failure of County Farms to have Manor Farm ready for occupation as scheduled.*

*I can be reached on my mobile xxxxxxxxxxxx and would appreciate a call as a matter of urgency to arrange a meeting"*

- 6.42 At 18:40 on 15 December 2017 (page 11 of WC 4) Mr Hickford wrote again to Officer C with the subject, 'Manor Farm Girton'. He wrote:-

*"I would like to register my disappointment that you have not contacted me."*

- 6.43 At 19:30 on 16 December 2017 (6H page 183 of WC 3) Officer C wrote to Mr Hickford with the subject, 'Manor Farm Girton'. They wrote:-

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*"Roger*

*[KB] was in touch this morning to register her frustration with the way the project has gone. I know there has been a problem with a window that wasn't ordered correctly but will find out more on Monday. As you know [Deputy Chief Executive] has called a meeting to brief him and I will get back to you after that.*

*Moving house is never easy so we are sorry that it sounds like this move has been even more stressful than normal."*

- 6.44 At 19:47 on 16 December 2017 (6H page 183 of WC 3) Mr Hickford wrote to Officer C, copied to himself, Deputy Chief Executive and KB, with the subject, 'Manor Farm Girton'. He wrote:-

*"The fact that the only thing you feel has gone wrong in this project is a window, then you have evidenced in writing how out of touch you are. You have absolutely not got a clue what is and has been going on, have you?*

*However, you are being put squarely in the frame for blame by your colleagues for the delay in the business lease.*

*Please use my personal email for future correspondence on this matter (copied in).*

*Roger"*

- 6.45 At 13:57 on 30 December 2017 (6I page 185 of WC 3) Mr Hickford wrote to Officer A, copying in Officer B and KB, with the subject, 're: Lease at Manor Farm'. He wrote:-

*"I do not understand why you feel either myself or [KB] would be in a position to meet with you on Wed 20<sup>th</sup>, after all the failings of the CF regarding the refurb of the house and the delayed handing over of the keys. That Wednesday was the day we were meant to be moving in.*

*First: with regards your email below. The gates are suitable in design, but a centre post was not agreed. A post was agreed but not in the centre, and the painted markings on the front garden are certainly not what was agreed. Now that we are officially tenants, I would like to suggest that there are no more lies, assumptions, failings and deliberate sabotage of the project by CF. nothing will be done without agreement by myself and [KB]. Therefore I suggest an on site meeting ASAP in the New Year. Instead of CF dictating when meetings will take place, I suggest we will find mutually convenient times for every meeting from now on.*

*Second: I wish to know who from CF signed off this project so the keys could be handed over. We eventually moved in on Thursday 21<sup>st</sup>, only to be informed the heating and hot water was not working properly, as it was not synced with the thermostat and was continually blowing a fuse. This was known on Monday 18<sup>th</sup>. Fortunately, the electrician came by specially on Friday 22<sup>nd</sup> to fix it. Also we had no sewer drainage from upstairs bathroom and we had to call out Dynarod on the Saturday to unblock the downpipe which was full of the old broken pipe work, which*

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*could not have gone unnoticed by the plumber. So I wish to know who officially signed off the works please.*

*I look forward to hearing from you Tuesday with regards the on-site meeting regarding the gates and the yard. We will talk about all the repairs then as well."*

- 6.46 At 07:34 on 1 January 2018 (6L page 197 of WC 3) Mr Hickford wrote to a contractor and KB, copying in Officer A, Officer B and Officer C, with the subject, 'Re: Log Burner'. He wrote:-

*"My first thoughts are why did you not make the opening wide enough when you knew the dimensions of the stove we wanted. I do not accept the opening could not be made bigger. It just was not made big enough in the first place. I will add it to the long, long, long list. My second thoughts is you want us to say yes to a stove we do not want - but are now stuck with - with no comment on the price we will be charged.*

*So the answer is yes (reluctantly) to the stove, dependent on the cost. And if we do agree when might it be installed?*

*Now on to other things .....*

*The boiler and thermostat were not communicating properly. This was causing the boiler not to operate correctly and a fuse to continually blow. You would have known this on the Monday before handover on the Wednesday 20th. Luckily you have an electrician who actually cares about customers, who I cannot praise enough for sorting it out on the Friday before Christmas. But that still does not explain why the house was handed over in that condition? I look forward to your comment on this.*

*The down pipe from the bathroom was full of broken pipe from the old pipework. This caused a build up of grey and sewer water in the pipe, which blocked completely Friday evening with sewer waste in the bathroom after the toilet had been flushed. This was not an accident. Your plumber, who seems to have let you down at every step, would have known what he had done. It is disgraceful incompetence. I had to call out Dynarod as an emergency and when they got here Saturday morning they eventually managed to unblocked it. I have video and photographic evidence of the mass of broken pipe retrieved from the unblocking. There is a bill of £125 from Dynarod that I require recompense for.*

*Please provide us with a proposed schedule of works. Any work you did not complete in the ample time you had before Christmas will now be completed when convenient to us. We will do our best to accommodate you and your workers, but you must now understand and appreciate that every single hour and day that you now require because you were unable to complete the works in the time allowed, and then in the extra time allowed, is an inconvenience to us with regards our own work and businesses.*

- The portaloo - you promised would be removed Friday 22nd is still here.*
- The dishwasher door still requires replacing and fixing after it was damaged, and then the plinth will need fixing.*

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- *We have only been informed that the delayed arrival and fitting of the Kitchen/Diner patio doors will take place the week commencing 8th Jan. Great - but when exactly? Who will be coordinating this particular piece of work as it is my understanding the fitters are from the window company? Or are you and County Farms still blaming each other for this mess and left it to each other to sort?*
- *The insulation in the loft is a disgrace, with some areas having three layers and some areas with none at all. If I wanted it just throw it in, I would asked. It is something I could have rectified myself, but I am so frustrated at the incompetence already shown, that I really feel that you need to take ownership and sort it.*
- *With regards the painting/snagging please provide this within the proposed schedule of works. It will not be convenient for someone to just turn up.*
- *I have no idea what your workers were doing for the extra two days after the handover of keys except for a little cementing. They disappeared Friday lunchtime without saying anything, and*

*probably just as well after the way the back garden was left. I do not want your men anywhere near the garden from now on. I will sort it. Please ensure their rubbish and equipment is cleared out of my way so I can do some proper, constructive landscaping.*

- *It is vital that there is communication both ways for all the above.*

*I look forward to your responses to the above*

*Regards*

*Roger Hickford"*

- 6.47 At 15:22 on 2 January 2018 (page 21 of WC 4) Officer B wrote to Mr Hickford and KB, copying in Officer A, with the subject, 'FW 17-12-21 Manor Farm'. They wrote:-

*"Dear Roger*

*Please find attached the quotation to re-roof the barn from xxxxxxxx, our main term contractor. Please could you confirm which two options you require, as I am conscious that you have previously mentioned that roof insulation may well not be needed, and I am keen to instruct the work so that the three week lead in time can begin at the earliest opportunity and this element of the project can be completed."*

- 6.48 At 20:29 on 2 January 2018 (pages 20, 21 of WC 4) Mr Hickford wrote to Officer B and KB, copying in Officer A, with the subject, 'FW 17-12-21 Manor Farm'. He wrote:-

*"There are two issues I wish to raise with regards your email and quote.*

*First, you are asking me which quote I need, but as yet I have not received any communication regarding the noise survey, so how would I know what roofing I require? I have an idea that an inner lining within the barn would significantly help any noise issues, but it may not! It may be I require an inner lining and special roofing. It may be that these are no noise issues!!*

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*The noise survey was meant to be available beginning of December so the planning application for the change of use of the barn could be submitted mid-December, which was already one month later than originally planned, and that was two months later than I suggested! I have asked [Planning Consultant] to contact me and have heard nothing. Have you told him to put everything on hold like you did with xxxxxxxxxx, deliberately delaying the project and not telling anyone?*

*Second, and this is the most alarming and damaging as far as I am concerned. You have come to me asking which quote I require. But you have not considered whether the quotes are competitive. I gave you the spec as...*

Supplying and erecting independent tubular scaffolding to front and rear elevations to provide safe access to propose roofing work. Supplying and erecting triple hand rails to gable ends. Supplying and installing internal safety netting secured to existing structure.

Supplying and fixing RFI-32 0.7mm Plastisol sheeting including all necessary fittings and fixing securing sheets to existing timber roof structure.

Supplying and fixing profiled eave fillers. Supplying and fixing 300 x 300mm Plastisol angled ridge capping. Supplying and fixing 200 x 200mm Plastisol barge boards.

*And that is exactly what has been quoted for in the first quote from Grahams, which is good news. Unfortunately your quote of **£17,362.17 + VAT** is not good news. I enclose a copy of the quote from the highly respected local firm xxxxxxxxxx, from which I took the original spec and passed on to you. Their quote is **£9,662.00 + VAT**. This is a huge difference! – 45% less than your quote!*

***I really feel you need to justify why you thought your quote from xxxxxxxx was acceptable?***

*If your justification is that you are restricted in suppliers, then we need to look at our suppliers. If this is what our “main term contractor” is charging compared to other firms, then there is something very wrong and we need to review everything they have done for us in the past, and review everything we might do with them going forward.*

*I refer you to my email of 11<sup>th</sup> December...*

Hi [Officer B],

.....Have you asked the CF contractor when he has an available slot in his diary for the job? Otherwise we could be wasting another month, by waiting for a quote, which may or may not be better than I have, but is irrelevant if he cannot do the work quickly, and then I go back to my contractor who will not be able to do the work 17<sup>th</sup> Jan?

*I had a contractor lined up to do the work 17<sup>th</sup> January for nearly half the price you have managed. He would have done it earlier but you wasted two weeks arguing over whether the roof needed replacing at all! In the end you agreed the roof needed replacing, but insisted the best way forward was to ignore the local contractor and get a quote from the CF contractor. This is clearly not the case, and feel this is another incident of poor project management and a deliberate wasting of time – yet again. The barn roof could – and should- have been replaced before I*



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*brought it to your attention, and well before we moved in. we are now using it for storage.*

*Please note the quote from Lander and Linsey is still available, however I would need to speak with them regarding lead time. It may be that the 17<sup>th</sup> is still available, but I am certainly not going back to them until I know what you want to do to try and resolve the situation.*

*I have requested an on site meeting to discuss all the other works Cf are required to do, but I have not heard back. Another day passes...*

*Regards*

*Roger Hickford"*

- 6.49 At 14:33 on 3 January 2018 (6A page 163 of WC 3) Officer B wrote to Mr Hickford and KB, copying in Officer A, with the subject, 'FW 17-12-21 Manor Farm'. They wrote:-

*"Roger*

*Thank you for your comments.*

*We agreed at the meeting on site attended by xxxxxxxxxxxxxxxxxxxx that we would ask Property services' term contractor to provide a quotation rather than go through a procurement procedure, which would take 6 weeks and so jeopardise the timeframe for replacing the building's roof.*

*The quotation is a result of a tender undertaken by the term contractor – using approved specialists who meet the Council's health & safety requirements. I am not wedded to his quotation and would be happy for xxxxxxxxxxxxxxxxxxxx to do the work, but we would need to ensure that they are CHAS registered (for H&S purposes and they have sufficient insurance – both of which I am sure will be the case.*

*I have had a quick look at your Councill diary, and seen that Tuesday PM seems free. Would it be possible to meet on site at, say 2:30pm or 3:00pm to go through the remaining works?"*

- 6.50 At 19:27 on 3 January 2018 (6A page 163 of WC 3) Mr Hickford wrote to Officer B and KB, copying in Officer A, with the subject, 'FW 17-12-21 Manor Farm'. He wrote:-

*"yet again your email is full of non-answers.*

*You agreed and insisted at the meeting on getting the CF contractor to quote, and therefore you are totally to blame for the delay in not only the decision of whether the roof needed replacing, but also the delay in getting it done. Your reasoning does not make sense, as your quote would need to go through the procurement process, but my quote did not and could have been actioned straight away. Only you have "jeopardised the timeframe for replacing the building's roof".*

*You are still delaying the roof replacement process by asking to discuss it at a meeting NEXT TUESDAY! Why next Tuesday/ What is there to discuss – how you can delay the project even more? Or would you like*

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*me to check the availability of xxxxxxxxxxxxxxx because you now wish to instruct them to do the work on behalf of CF?*

*Where is the noise survey? Please let me have it by tomorrow noon so I can look at it and decide the best way forward. You were adamant a noise survey was essential before an application was submitted, even though I challenged this as it could be done and submitted post submission. Another delay because of a decision made by you.*

*You have not given a single reason why you thought the xxxxxxxx quote was acceptable and fair value.*

*With regards the meeting next Tuesday- this is fine at 3pm and we will use this to discuss any outstanding issues that have not been progressed before then. Please be aware for the future that not all my appointments are in my County diary.*

*Regards  
Roger Hickford"*

- 6.51 At 12:02 on 4 January 2018 (D4 pages 108/109 of WC 3) the Planning Consultant wrote to Mr Hickford and KB, copying in Officer B and Officer A, with the subject, 'Manor Farm, Girton'. They wrote:-

*"Morning Roger*

*Following our telephone conversation I set out an explanation of what's happened to date, where we are with the project, and the proposed timeline of actions to take things forward. Apologies for the delay, I have needed to liaise with our acousticians to gain their expertise on the basis of our discussion.*

- Taking the application forward as a single (just the change of use of the barn) – I've been waiting to hear back on whether we wish to submit the planning application as a single major application or a two separate application (one for the change of use of the barn and one for the wider training area). I highlighted in my previous email that to include the training areas would take the application site over 1ha in size thus making the planning application a 'major development' incurring a 13 week determination period by SCDC. If submitting the application for change of use of the barn only then the determination period for this element will be 8 weeks. SCDC should determine the applications in accordance with the prescribed determination periods, however they reserve the right to request extensions of time. This is more a tactical decision on how we wish to proceed to achieve the fastest outcome. I'm happy to submit the application in whichever format we wish to choose but the decision has to be made to enable finalise the submission documents.*
- Noise assessment. As discussed, the noise survey has been undertaken to establish the background noise levels on site. We've requested details of the proposed internal layout of the barn on a number of occasions so that we then calculate the potential noise to be generated from the proposal which requires a volume calculation. We haven't received any details to date and therefore have been unable to complete the noise assessment report. The report is written to support the specific proposals put forward as part of the planning application*



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*therefore that's why we need the details of the proposed development to be able to determine the noise impacts and any mitigation required.*

### **Timetable for moving forward.**

- **Noise assessment** – *if we don't have specific details of which room the dogs will be in, we can provide a draft report on the worst case scenario – i.e that all 16 dogs will be in the same room nearest to the residential properties based on the current building fabric with no insulation. This will set out the noise impacts associated with the worst case scenario of this week. However as noted above the noise assessment will need to support the proposal that we are seeking to apply for, so the report will need to be adjusted once you have made the decision on which element will occupy which room as will be indicated in the proposed layout of the barn. The finalised report can be completed within a week of receiving these final details as recalculations will be necessary.*
- **Ecology Report-** *This has been prepared and will be available by the end of this week.*
- **Plans** - *as outlined above and in previous emails we need the proposed plans for the barn (elevations and floorplan of the barn as well as site layout indicating where proposed parking should be). The county surveyor has now prepared existing elevations and floorplans which I understand [Officer A] has sent through. The site location plan that [Officer A] circulated previously is will also assist. Please can you hand annotate these with your proposals for the County surveyor to prepare...*
- **Submission of the planning application** – *This can be done within a week of receiving the completed information. As noted above, the main current unknown is the production of the proposed plans.*

*Therefore assuming the proposed plans can be produced within two weeks, the planning application should be able to be submitted in the w/c 15 January.*

*Other points I didn't get a chance to discuss on the phone are:*

- *Foul drainage from the barn – we have to specify this on the application form. Are you seeking to tap into the existing septic tank supporting the dwelling which is located behind the barn (see attached plan) or a new septic tank or package treatment plant.*
- *Dog waste – How is this to be disposed of? Are you looking for storage in a portable bin for collection or some other method. This is important*

*We do want to get the planning application submitted as soon as possible – but it needs all the information to be validated and the clock to start ticking. As noted above we've taken things as far as we can until we receive confirmation of the details of the proposed plans and the approach to submitting the planning applications. We've requested this information and sent further reminders to seek to expedite the process. The noise and ecology assessments were requested in the pre-app advice by SCDC and therefore the application would not have been validated until those were submitted. The noise assessment is also particularly important, given that we anticipate an objection from the neighbour."*

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- 6.52 At 14:50 on 4 January 2018 (D4 pages 107/108 of WC 3) Mr Hickford wrote to the Planning Consultant and KB, copying in Officer B and Officer A, with the subject, 'Re: Manor Farm, Gorton'. He wrote:-

*"I thought I made it very clear in our conversation this morning that the whole point of having a noise survey is to help decide if there is a need for mitigation at all. It may be that the background noise, especially so close to a school playground, is sufficiently loud that no mitigation would be required "in the worst case scenario". But we do not know because the report has not been done. There should be an initial report stating the worst case scenario, the best case scenario and some options in between – and then a final report. That way the application can initially be influenced – if necessary- by the survey. There is no point in the report being influenced by the application, if by a little tweaking in either layout or construction, it would mean much less mitigation, again if it is necessary at all.*

*And yes, the idea is to have an inner construction the building, including ceilings. But again, what would be required? Is there a certain thickness of a specific material that would negate any mitigation? We have no idea because we have no initial report to inform us. This initial report should have been with us immediately after the survey, as it requires no input from us. Instead it would have helped us and CF on determining the best approach.*

*We have no information to decide that if a certain approach is taken with regards layout or construction, whether there is an option for more capacity within the business plan. This is all very basic fundamentals for commercial businesses – to determine the optimum value from known parameters.*

*Thank you for confirming the Ecology Report is still not ready.*

*With regards waste this is to be decided with CF, along with many other things, and the meeting for this is next Tuesday afternoon.*

*I really hope you understand my comments on the noise survey.  
Regards*

*Roger Hickford"*

- 6.53 At 09:35 on 18 January 2018 (page 53 of WC 4) Mr Hickford wrote to the Planning Consultant, Officer B and Officer A, copying in KB, with the subject, 'Manor Farm, Gorton – Draft FRA'. He wrote:-

*"I feel it would be good to submit two separate applications, but I need to know if there are any risks or downsides. Obviously one risk is we get one approved and the other not. What is SCDC's advice on this please?*

*Also, what else are you waiting on to submit applications. One thing I remember is you asking about waste disposal. Anything else please?*

*Roger"*

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6.54 At 11:47 on 19 January 2018 (page 54 of WC 4) the Planning Consultant wrote to Officer B, Officer A and Mr Hickford with the subject, 'Manor Farm, Girton – Draft FRA'. They wrote:-

*"Hi Roger*

*I've summarised the benefits/risks of each approach below.*

<b>scenario</b>	<b>Pros</b>	<b>Cons / Risks</b>
<i>Submit single planning application</i>	<i>-Simpler form of submission being contained under a single planning application.</i>	<i>-Will be classed as a major planning application and therefore will have a 13 week determination period. -All elements considered together therefore potentially greater risks for amendments from SCDC.</i>
<i>Submit two planning applications concurrently</i>	<i>-Enables the change of use of the barn to be potentially determined within 8 weeks, separating the longer 13 week determination period for the training element. -Ensures SCDC focus on the canine centre first.</i>	<i>-SCDC take longer than 8 weeks to determine the change of use of the barn, extending the time for consideration closer to 13 weeks. -SCDC permit the canine centre but refuse the dog training element.</i>
<i>Submit two planning applications consecutively</i>	<i>-Focusses on the change of use the barn which potentially should be determined within the 8 week determination period. -Ensures that the canine centre has permission before considering the training element.</i>	<i>- Delay in seeking permission for the training element.</i>

*As you note there is a theoretical risk that they approved the change of use of the barn but refuse the dog training element- note that this could equally apply under a single planning application as they could ask us to amend the planning application to omit that element. Overall I think this is generally a low risk though.*

*I've called the officer at SCDC numerous times to get her view but she hasn't responded yet. I'll keep chasing her to and will let you know what she says when I get through to her. As it's a tactical decision on the format of the applications, the officer is probably likely to limit herself to*

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*the mechanics of the application process. Nevertheless I'll try and get a view from her and report back.*

*In terms of outstanding information, these are:*

- The finalised plans (as detailed previously – I appreciate these are currently being worked up)*
- Information on how foul flows/ waste will be dealt with (This is specified on the application form. If tapping into the existing septic tank we can just state this on the form and indicate the location of the existing septic tank. If a new septic tank or package treatment plant, then we will also need to submit the spec sheet and diagrams/elevations from the manufacturer and specify where it will be located on the proposed layout plan. In terms of dog waste, we just need to briefly specify how this will be stored and collected.*

6.55 At 15:25 on 24 January 2018 (7F pages 221/222 of WC 3) Officer A wrote to Mr Hickford and KB, copying in Officer C and Officer B, with the subject 'Improvement charge- reroofing'. She wrote:-

*"Good afternoon Roger and [KB]*

*Please find attached the improvement charge letter for the re-roofing of the barn at manor farm, Girton following receipt of the revised quote from xxxxxxxxxxxxxxxx this morning. A hard copy is going out in the post, please sign and return the letter, we will then be in a position to issue the Purchase Order for the works.*

*To speed things along you can sign and email a copy back, as well as posting the hard copy. We can then move things forward on receipt of the scanned copy."*

6.56 At 15:47 on 24 January 2018 (7F page 221 of WC 3) Mr Hickford wrote to Officer A and KB, copying in Officer C and Officer B, with the subject, 'Improvement charge- reroofing'. He wrote:-

*"This is not the agreement. County Farms are paying for the roof replacement as it is an H&S issue. That is why so much time has been wasted. If it was my problem then the roof would have been replaced before Christmas!!!!!!!!!!!!!! It was [Officer B] (and yourself) who deliberated so much and were in denial of any issue, and it was only when xxxxxxxx advised that the building could not be let out for commercial use by you as the landlord unless the roof was replaced, that [Officer B] eventually agreed that it was actually a CF problem. Then [Officer B] insisted that a quote was sent from the preferred county contractor, which wasted another month.*

*And to keep you in the loop as to what CF are doing, there are now ongoing investigations planned for other CF buildings let out for commercial use.*

*[Officer C] informs me that is now your project to manage and oversee. Therefore I would like an immediate response from you on this issue, and not the usual 24/48hr wait. This is very important, and the fact that you are now writing to me erroneously on the pretense of that is why a PO has not already been raised, in itself raises issues.*

*Many thanks*

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*Roger Hickford”*

- 6.57 At 16:23 on 24 January 2018 (I1 page 155 of WC 3) Mr Hickford wrote to Officer B, copying in Deputy Chief Executive and KB with the subject, ‘Manor Farm’. He wrote:-

*“As you have now stated that you personally are taking responsibility for Manor Farm so as to ensure no further delays, I attach a list of the works I mentioned at our meeting last Friday.*

*You are personally being cited as responsible for the delay to the planning submission for the house extension, but that you might have something by the end of this week.*

*[Officer A] has obviously not been informed that CF is responsible for replacing the roof to the barn, even though you have put her in charge of the project.*

*I will be sending the architect this afternoon the final details he requested for planning submission for change of use for barn.*

*Please let me know progress of each project by return.”*

- 6.58 At 21:20 on 24 January 2018 (6G page 181 of WC 3) Mr Hickford wrote to Officer A, copying in Officer C and Officer B with the subject, ‘Improvement charge- reroofing’. He wrote:-

*“On reflection, I would also like to get the reason of why this has happened.*

*Please inform me who told you to put this down as a TIC, or did you decide it yourself as project overseer? Just for clarity, this information is required in addition to, and not instead of, the immediate response requested below, for which I am still awaiting.*

*Many thanks  
Roger Hickford”*

- 6.59 At 17:20 on 26 January 2018 (page 23 of WC 4) the Planning Consultant wrote to Mr Hickford, Officer B, Officer A, KB and Officer C with the subject, ‘Noise Impact Assessment (NIA) Report and Highway Note’. They wrote:-

*“Please see attached NIA report and highway note to support the planning applications. The mitigation measure for the internal layout of the barn are as set out in my previous email. For the external dog training area, the worst case assessment includes noise from 16 dogs barking within the canine centre building and 15 dogs in the Outdoor training area simultaneously. Mitigation for this scenario involves locating the training area at least 150m south-east of the agricultural barn building. Though this distance can be reduced if the number of dogs in the outdoor training area is reduced.*

*On the transport note, we will update Appendix A with the finalised layout plan once available.”*



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- 6.60 At 18:31 on 26 January 2018 (pages 22/23 of WC 4) Mr Hickford wrote to the Planning Consultant, Officer B, Officer A, KB and Officer C, with the subject, 'Re: Noise Impact Assessment (NIA) Report and Highway Note'. He wrote:-

*"As much as I appreciate the attached NIA report, you are still including dogs being on the premises at night. It was made very clear to County farms that a kennels was no longer required and as such there would be no dogs on the premises overnight.*

*With regards the daytime assessment, the barn is undergoing repairs to side and the replacement of all asbestos products, and as such the walls of the barn ill no longer be as you suggest, and the roof replaced. Also, the diagram of the barn is in the wrong orientation, and the dogs during the day will not be where you state. On top of this, I am unsure as to where you have for the figure of a maximum 15 dogs for outdoor training. (If it was myself then it must have been a long time ago, and things have changed very much as the centre is being developed). Also, training outside will not be taking place at the same time as any dogs being inside, and therefore your assumption of simultaneous noise from both within and without the barn is erroneous.*

*Yet again, you seem to be working the wrong way round with regards mitigation to the outdoor training area. You state mitigation reduces as the number of dogs outside reduces. Fine, but what is the acceptable amount of outside dogs allowed for the training area to remain as it is? Again, no information. And you have not discussed it with me recently as per your comments.*

*I cannot support the NIA as it stands, and different criteria now need to be used with regards barn materials and potential mitigation required for a different placement of dogs within the building. It is very disappointing that County Farms have not kept you up to speed with any proposed changes. Also, you are basing your noise assessment from the dogs based on kennels. Obviously, there is a great difference between dogs being left isolated and barking in a kennels, and dogs who are being continuously supervised either in day care or training who rarely bark at all. How are you differentiating between the differing activities and your noise database for kennels?*

*I would like you to advise how long it will take you to correct this NIA. Also, I am requesting that you now deal with myself on this matter. There is clearly a communication problem with County Farms which is holding up the submission of this application. I understand [Officer C] is now responsible for this project, so please communicate with myself and copy in [Officer C] only. He can then advise his colleagues as and when necessary.*

*Also, FYI, you are being commissioned by the Cambridgeshire County Council and not 'South Cambridgeshire County Council'*

*Regards  
Roger Hickford"*

- 6.61 At 08:29 on 1 February 2018 (page 13 of WC 4) Mr Hickford wrote to the Planning Consultant, KB and Officer C with the subject, 'Re: Noise Impact Assessment (NIA) Report and Highway Note'. He wrote:-

*"I have not had a response to the below.*

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*Please confirm you are still working on this project, and if so please give an update on the email below.*

*Many thanks  
Roger Hickford"*

- 6.62 At 15:14 on 1 February 2018 (page 13 of WC 4) Officer C wrote to Mr Hickford, copying in the Planning Consultant and KB, with the subject, 'Re: Noise Impact Assessment (NIA) Report and Highway Note'. He wrote:-

*"The plans which will accompany the application are being worked on and should be back tomorrow. We will send those to you for checking along with the options for the NIA"*

- 6.63 At 19:35 on 1 February 2018 (page 13 of WC 4) Mr Hickford wrote to Officer C, copying in the Planning Consultant and KB, with the subject, 'Re: Noise Impact Assessment (NIA) Report and Highway Note'. He wrote:-

*"I am unclear when you say the options for the NIA. I have asked [Planning Consultant] to Liaise with me regarding the NIA going forward and have heard nothing back. When was he in touch with you please?"*

*Roger"*

- 6.64 At 23:24 on 5 February 2018 (page 12 of WC 4) Mr Hickford wrote to Officer C, copying in KB, with the subject, 'Re: Noise Impact Assessment (NIA) Report and Highway Note'. He wrote:-

*"I would very much appreciate a response to the below*

*Many thanks*

*Roger Hickford"*

- 6.65 At 17:06 on 6 February 2018 (6K page 193 of WC 3) Mr Hickford wrote to Officer C, copying in KB, with the subject, 'Fwd:Noise Impact Assessment (NIA) Report and Highway Note'. He wrote:-

*"For the record, you have not responded to the original email or the follow up email below.*

*I have now spoken with [Planning Consultant] and he has confirmed that you have been liaising with him despite the specific request and agreement between ourselves that CF would now extract themselves from negotiations and would be copied in to information going forward. **You have specifically gone against our agreement.** This has resulted in another week and a half of time wasted, as [Planning Consultant] has not got the most up to date information about the project because CF have not passed on the information. Plans and reports will now have to be rewritten.*

*[Planning Consultant] has also admitted that his company has no expertise on noise issues, and are therefore totally reliant on an external company to provide information and assessment. This is contrary to the information that [Officer B] and [Officer A] provided as justification for using the company. [Planning Consultant] also blames CF entirely for*



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*all the delays, as CF were very slow to get any plans to him. Also, you have provided him with some plans that you have not even run by myself, and therefore when I challenge him as to why the plans are as they are, his only justification is that CF told him this was how it would be.*

*[Officer C], you have deliberately caused this further delay. You have deliberately put CF in the middle of negotiations and then not liaised with myself. You have not given [Planning Consultant] to most recent information. [Planning Consultant] has been working on the basis of a Kennels on site despite this being off the radar for at least 2 months.*

*There is now no trust between myself and [Planning Consultant], as he was unable to give a straight answer to questions, as he was trying to protect himself from misinformation from yourselves.*

*I request a meeting immediately for you to explain yourself and your actions.*

*Many thanks*

*Roger Hickford"*

- 6.66 At 08:52 on 7 February 2018 (G5 page 145 of WC 3) Mr Hickford wrote to Officer C, copying in Deputy Chief Executive and KB, with the subject, 'Manor Farm Update'. He wrote:-

*"I attach an update for works to Manor Farm,*

*I am still awaiting a repsonse from you after three emails regarding the misinformation for submission for the barn and an explanation of why CF have caused further delay.*

*Please advise*

*Many thanks*

*Roger Hickford"*

Work still to be done	Responsibility - who pays	Date to be completed
Yard Gate	CF	End of Feb - now in lease
Yard flooding	CF	End of Feb - now in lease
Track for use by previous barn tenant	CF	End of Feb - now in lease
Floor in one section of barn relaid	CF	Nov-17
Submission of change of use of barn	CF	Dec-17
Submission of extension for house	CF	Aug-17
Replacement of roof to barn	CF	End of Feb - now in lease
Internal works to barn	Tenant	Due to start Nov 2017
New Doors and windows to barn	Tenant via Tenant Imp Scheme	Due to be done Dec 2017/Jan 2018
Other trackways and car park around farm	Tenant via Tenant Imp Scheme	Due to be done Feb 2018
Comments	UPDATE	
Meant to be done urgently Time wasted on noise survey Hugo put on hold with no explanation Severe delays caused by CF Cannot do anything until roof done	Met with contractor Sun 28th Jan. Work meant to start Mon 12th Feb. Heard nothing More time wasted by CF and submission no nearer - Architect clames CF for delays DONE 6th FEB !!!!!!! Work meant to start Mon 19th  As agreed asbestos sides currently being replaced before work to roof starts. Contractor not got back with quote but niow not urgent as CF delaying barn submission	

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6.67 At 09:22 on 26 February 2018 (D1 page 97 of WC 3) Officer C wrote to Mr Hickford with the subject, 'Manor Farm – change of use'. They wrote:-

*"Roger*

*Sorry this taking so long as I have been diverted with the housing portfolio sale and the lead in to the C&I committee this morning.*

*I have not heard back from xxxxxxxxxxxxxxxx about their willingness to take on the application. When I spoke to xxxxxxxxxxxx he was concerned about capacity.*

*All of the technical assessments have been done by xxxxxxxxxxxxxxxxxxxxxxxx and I think we are too far on to warrant moving to xxxxxxxxxxxxxxxx both in terms of cost and time but I do recognise your frustration with them. They say that they are close to submission if you can supply the information below*

*Plans*

- If the architect has better plans/elevations they can be used.*
- The red line plans are arbitrary as long as the area with the barn is less than 1ha.*
- If the internal layouts are wrong can you correct them*

*NIA*

- He said that he could remove night time assessment as the dogs will not be there then*
- The assessment was done on a worst case assumption. If you are able to say where the dogs will train and how many will be training there those numbers can be used.*
- Noise assessment of the dog training area is done on a sliding scale and based on distance from impacted properties and the number of dogs.*
- Also is it possible to say how many dogs will be in the different areas of the barn at different times?*
- The noise assessment should be changed to reflect the internal and external work to the barn which has to make a difference. ie insulation, suspended ceilings, blocking doors. Can you ask xxxxxxxxxxxxxxxx to send details of the improvement work or shall I go direct?"*

6.68 At 16:14 on 26 February 2018 (page 16 of WC 4) Mr Hickford wrote to Officer C with the subject, 'Manor Farm – change of use'. He wrote:-

*"As much as I appreciate your eagerness to get this moving, the reason why it has been delayed in recent weeks is exactly the reason you are now trying to dismiss - and therefore should we continue the application could have been submitted three weeks ago, as nothing has changed.*

*The fundamental problem is that xxxxxxxxxxxx are not, by their own admission, noise experts, and are only using noise data from kennels supplied by a third party, which is irrelevant in this situation. If we continued using xxxx assessment, then the outside training field would be too far from the centre. I cannot stress enough the difference between a noise assessment for dogs in kennels that are stressed and distressed, when compared to training and doggy day care and all other managed activities. Anyone with any sense, even if they were unaware*

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*of the difference, would look on line at the lack of barking in managed contained canine activities.*

*Therefore I am unable to support the submission and cannot agree to continue with [Planning Consultant] who has not listened to the requirements. (It was agreed by him that the application would be submitted by 15th December 2017 at the latest!!!!).*

*I accept your offer that I now take over the project management for the submission of the planning application for change of use for the barn. I require knowledge of conversations between you and xx regarding using their assessments (at least the bits we want to use) and I will contact xxxxxxxxxx to find out his situation regarding capacity. I require a breakdown of expense already incurred, and the total budget for the planning application. I can then get this application moving forward.*

*Many thanks*

*Roger Hickford"*

- 6.69 At 17:53 on 28 February 2018 (D1 page 95 of WC 3) Officer C wrote to Mr Hickford with the subject, 'Manor Farm – change of use'. They wrote:-

*"Roger*

*The Council has taken this as far as it can and I am of the opinion that if you had provided the information requested we could move on with the application. However I also recognise that you are no longer able to work with xxxxxxxxxxxxxxxxxxxx and have your own views on how best to make the change of use application. I suggest that for all concerned the best thing to do is to disinstruct xxx for the change of use work but let them complete the Certificate of Lawfulness work which relates only to the house.*

*I attach the xxx proposal. The estimated cost was £11,513 with all but £1,969 of this related to the change of use. I have asked them to provide a breakdown of what the change of use has cost so far and expect this by later today or tomorrow.*

*This will allow you to ask xxxxxxxxxx or someone else to make the application. The Council will contribute the unexpended balance of the xxx fee budget towards the change of use costs but any additional costs you **will** have to pay yourself.*

*I have checked and although [Planning Consultant] is a planning consultant who has made dog related applications the noise advice has been provided by xxxxx in house noise experts"*

- 6.70 At 16:34 on 1 March 2018 (Page 15 of WC 4) Mr Hickford wrote to Officer C, copying in KB, with the subject, 'Manor Farm – change of use'. He wrote:-

*"thank you for your email to which I will formally respond on the next few days.*

*Please forward to me the current budget position which I believe you will have received by the end of today.*

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*Many thanks*

*Roger Hickford"*

- 6.71 At 09:59 on 2 March 2018 (page 14 of WC 4) Officer C wrote to Mr Hickford, copying in KB, with the subject, 'Manor Farm – change of use'. They wrote:-

*"Roger*

*[Planning Consultant] at XXX was snowed in yesterday and the internet link was not available until last night. Attached is the fee position which shows that about £700 of unspent fees is still available. The ecology, flood and noise reports have been circulated."*

- 6.72 At 11:04 on 8 March 2018 (6E page 178 of WC 3) Mr Hickford wrote to Officer C, copying in KB, with the subject, 'Manor Farm – change of use'. He wrote:-

*"I am very pleased that you have allowed me to take over the management of this project. Because of the lack of progress before Christmas, I asked to take over the project management in December, but my request was ignored. It was obvious very early on that CF did not have the skills, especially in project management and planning submissions, for a commercial project such as this. That said, I appreciate your honesty in now accepting CF are unable to carry out the work.*

*I have to disagree with your statement....*

*The Council has taken this as far as it can and I am of the opinion that if you had provided the information requested we could move on with the application.*

*If I had provided the information, then the application would be asking for the wrong permission, due to the erroneous data being used, which is due to the initial brief given to xxx by CF. To correct your statement regarding their in house noise experts, they were totally reliant on a third party to set up the survey, with xxx giving them the same erroneous brief of "kennels" that they received from CF.*

*I am finding it very difficult to understand any justification for the amount of fees accumulated so far by xxx. The noise assessment was unnecessary for the interior of the barn, by xxx own admission, and they are still using erroneous data for any outside activities. The project management from [Planning Consultant] has been pitiful, but in his defense he does entirely blame CF for the delay in submission. This is borne out by the fact CF had not informed him that there were to be no kennel facilities on site, and yet he was still working on that basis up to 3 weeks ago. This was compounded by CF continually getting in between xxx and myself and therefore there was a lack of communication or erroneous information given. You state that the reports have been circulated, but again I do not think I have not seen the flood report, but I have seen a traffic report which you did not mention.*

*I would therefore challenge xxx on their costs for the noise survey and their project management, and on the basis the planning application has not been submitted I cannot comprehend their budget spend in this area. I also do not understand why you would want xxx to "complete" the Cert of Lawfulness, as their track record is poor and according to*

## CONFIDENTIAL REPORT

*their budget they still have not even started work on it. I do not understand why there was extra spending agreed after the initial estimate, without any consultation as to the necessity, and if it was necessary then why was it not included in the initial estimate?*

*On the face of it, this project appears to have had no project management but does have a severely overspent budget. For me to take this over, I require details that anyone with commercial and business knowledge would need. I have already asked what reports xxx have already done that can be used by someone else, if in deed the reports are competent enough to be used. I also require knowledge of the future budget spend for xxx to actually submit and get the planning application through. It is not acceptable to now offload the process to me and say that there is only this much left in the budget due to poor management and overspend. The correct way forward is to actually have a budget for the process and what is required to make that happen.*

*In my opinion, the following should remain in the budget:*  
*£2,713.05 Noise Impact Assessment - **another, more appropriate one, now required***  
*£1,969 Cert of Lawfulness - xxx **have not started this yet***  
*£2,493.91 Planning Submission - **Not done and should have been submitted by 15th December***  
*£1,000 Permitted Dev Rights - **This was absolutely unnecessary, wrongly written, and I sorted with SCDC***  
*£1,500 Project Management - **I am being generous as in the end I was directing [Planning Consultant] In what needed to be done***

*Therefore there should be £9,675.96 left to complete submission, this will include a new noise assessment, and at least verification that reports already done are sufficient. It will also fund the C of L.  
If CF were to pay any of this, then it would be evidence of the lack of management in this project. With regards the rest of the budget, that is between CF and xxx, but I would recommend challenges on every aspect.*

*As you have stated, there will be a thorough investigation of the way CF have handled this project. but in the meantime, my concern as a business tenant, is to get the planning for change of use for the barn through as soon as possible. For that, I require the above requested information regarding use of xxx reports and a true budget position, and would appreciate your response asap. In the meantime, I will now start to take over the process as of today, and will bill CF accordingly. Any spend above the new budget we agree will be a TIC.*

*On another matter, the terms of the lease were that various repairs/improvements would be made by the end of February, This was originally the end of January, but [Officer B] specifically requested the end of February to ensure everything could be done.*

- The roof to the barn was done in time, but only due to my intervention (and I got the roof replaced at half the cost CF was willing to pay).*
- The flooding issue was done in time*

*However:*



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- *The gates to the yard have not been done*
- *The trackway has not been done but has been started.*

*Even though I think the contractor will do a good job, it is again down to CF to project manage, which has not happened. Therefore I am giving you formal notice that you are in breach of the terms of the Lease.*

*Many thanks*

*Roger Hickford”*

- 6.73 At 18:08 on 16 March 2018 (6E page 177 of WC 3) Officer C wrote to Mr Hickford, copying in KB, with the subject, 'Manor Farm – change of use'. They wrote:-

*“Roger*

*Sorry for the delay but I have been busy with committee report deadline this week. Had a brief discussion with [Deputy Chief Executive] about your email and reiterate that if you provide the information requested the Council will proceed with the application. I attach emails from xxx in November and January asking for information. xxx say that the application is ready to go subject to information requested being provided and the bulk of the cost associated with that has been spent.*

*If you want to make the application yourself or appoint someone else you will have to fund that yourself as the majority of the budget has been spent. I attach the Ecology, Noise Impact, Highways and Flood Risk reports which form a substantial amount of the cost so far.*

*Have you received the money for the invoices submitted recently? If not I will chase.*

*Hopefully xxxxxx has finished the gates and tracks have been done after the snow slowed him down. Are you happy with the work? Also has the new barn roof been completed to your satisfaction?*

*Regarding the concrete for the floor the contractor apologises for the delay but had he given warning that you were going to block the doorways could have done the work quickly. Do you want us to get redimix delivered?*

*Finally did you return the improvement letter for the kitchen dated 15<sup>th</sup> January? If not I have attached a copy for you sign and return.”*

- 6.74 At 20:40 on 19 March 2018 (pages 39, 40 of WC 4) Mr Hickford wrote to Officer C, copying in KB and Deputy Chief Executive, with the subject, 'Manor Farm Barn – change of use'. He wrote:-

*“I feel your first email you sent, and then tried to recall, gave the true sentiment you wish to transmit. However, I will set that aside for now, and respond to the email below.*

*You are continually apologising for late replies. It would be courteous if you did not have to apologise in future.*

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*It is now over three weeks ago that I asked you what xx reports could be used by another company. You have failed to respond. I chased this two weeks ago. you have failed to respond. Can the reports you attached to your last email be used by someone else, or not?*

*I have asked you to contact me to discuss the balance available for the application going forward, having given you out my thoughts and recommendations. You have failed to discuss this with me.*

*You have failed to understand why the planning application cannot be submitted as it is, due to the erroneous noise survey. You have neglected to address this situation.*

*You have failed to respond to the fact that CF are at fault by providing PB with wrong information in the first instance.*

*You have failed to comment on the Certificate of lawfulness*

*You have failed to respond to the challenge of why extra work was commissioned without consultation, which inevitably led to even further delays.*

*You are trying to blame the snow for the delay in the track and gates being done late. The work is very nearly done. The snow did not slow down the work. CF did not get the work done on time. I repeat - CF are in breach of the terms of the lease.*

*I have not received the funds for the recent improvements. You should not be asking me. You should know.*

*Of course the barn roof has been completed to my satisfaction - and on time. It was only on time because it was the only part of the project where I had influence. Otherwise, CF would have breached the terms of the lease on that as well.*

*With regards the concrete for the floor, I have already informed you of the situation and how it will be rectified. If you took the time to investigate, you would be informed that Gordon Green was fully aware of the urgency, but decided to do other private work instead. I repeat, he had over three months to do the work. You have failed to investigate this issue in the proper manner, and have failed to understand the resolution now in place.*

*The improvement letter (revised) was signed and sent back. You have obviously not got it. I will get another signed and returned. Please ensure you acknowledge receipt, and do not charge it twice!*

*You say you have had a "brief discussion with [Deputy Chief Executive]". I am unsure as to the meaning of that comment, but perhaps you can state that you included all of the above in your brief discussion, or if not, which parts you left out.*

*[Officer C], you have now given me the project management remit, yet you are still not letting me get on with it, as the above proves. In your previous email you agree xx cannot continue, and now you are asking me to provide information - yet again- for xx to submit the application. This issue has already been covered twice before! I require the information I requested regarding the reports. If xx reports cannot be used, then that is another three weeks wasted.*



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*[Officer C], it is now two months since we all met with [Deputy Chief Executive], and the application for the change of use for the barn, which was the most critical outstanding issue, still has not happened, and it is over three months from when it should have been submitted.*

*I feel it may be pointless having communication via email, as I wait for a tardy response from yourself that does not address the issues. I would be very pleased to meet up with you to discuss this as a matter of urgency, so we can all get on and move this project forward.*

*As an aside, the planning application for the house extension has been submitted, but just for the record, it was myself that realised SCDC had not put it on their system, and probably still would not be if it was not for my intervention. As it is, that was another two weeks wasted.*

*[Officer C], this email may seem abrupt and harsh, but there is nothing in it that is untrue. I have tried to communicate with you in other ways, which I feel have not received the attention needed, or the detail of response required. Please let's meet up and sort this.*

*Many thanks*

*Roger Hickford"*

- 6.75 At 08:56 on 23 March 2018 (page 39 of WC 4) Mr Hickford wrote to Officer C, copying in KB and Deputy Chief Executive, with the subject, 'Manor Farm Barn – change of use'. He wrote:-

*"We have not received a response to the email below, or even an acknowledgement.*

*Myself and [KB] are business people with a business lease, and when we ask our landlord a question, we feel it is only right to expect a professional and prompt response, especially when the issue is time sensitive. We cannot wait any longer for your response to the below, especially as previous responses, when they have eventually been received, have not helped or progressed the situation.*

*Any unnecessary delay in a business venture costs time and money and potential profit. This planning application was due to be submitted to SCOC by 15th December 2017 at the latest.*

*Also, it is now also nearly four weeks since I requested the relevant information required for me to take over the project management as you suggested, and progress the application myself.*

*As we have not had a response from you, we will start the whole application process again, and intend charging County Farms for the amount of the costs we incur. We also intend seeking recompense from County Farms for loss of potential business profit caused by the delays.*

*In my previous email, I made an offer of a meeting, I will not close that door, but any such meeting must be of a constructive nature, with a clear agenda to reach specific outcomes.*

*Regards*

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*Roger Hickford and [KB]"*

- 6.76 At 09:06 on 23 March 2018 (page 38 of WC 4) Officer C wrote to Mr Hickford, copying in KB and Deputy Chief Executive, with the subject, 'Fwd: Manor Farm Barn – change of use'. They wrote:-

*"Roger*

*I am sorry but I am on the portfolio sale which is going top committee the is morning and I will respond after that."*

- 6.77 At 17:27 on 23 March 2018 (pages 37/38 of WC 4) Officer C wrote to Mr Hickford, copying in KB and Deputy Chief Executive, with the subject 'Fwd: Manor Farm Barn – change of use'. They wrote:-

*"Roger*

*Thank you for your email.*

*I am happy to meet you. How about Monday at 16:00 at manor Farm?"*

- 6.78 At 15:05 on 24 March 2018 (page 37 of WC 4) Officer C wrote to Mr Hickford, copying in KB and Deputy Chief Executive, with the subject 'Fwd: Manor Farm Barn – change of use'. They wrote:- P7 D5

*"Roger*

*I was asked late on Friday to attend a meeting on Monday relating to the sale of properties that we need to complete on by Thursday before Easter, that may continue for most of the day so there is a chance I may not be able to make 4pm on Monday. How about the same time on Tuesday?"*

- 6.79 At 14:53 on 25 March 2018 (page 36, 37 of WC 4) Mr Hickford wrote to Officer C, copying in KB and Deputy Chief Executive, with the subject, 'Fwd: Manor Farm Barn – change of use'. He wrote:-

*"The email thread below changed as my email dated 23<sup>rd</sup> March was missing. This also used to happen with email responses from members of the County Farms team. Have therefore included the missing email in this thread, so it can be referred to in future.*

*[Officer C], I cannot respond to your suggested meeting, as in my email of 23<sup>rd</sup> March I quite clear state....*

*".....any such meeting must be of a constructive nature, with a clear agenda to reach specific outcomes".*

*I have not received such an agenda and therefore have no idea whether the meeting will be constructive, or what outcomes will be discussed.*

*Myself and [KB] have already started the process as per email of 23<sup>rd</sup> March, and will continue to do so.*

*Many thanks*

*Roger Hickford and [KB]"*

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- 6.80 At 15:21 on 27 March 2018 (page 35, 36 of WC 4) Officer C wrote to Mr Hickford, copying in KB and Deputy Chief Executive, with the subject, 'Fwd: Manor Farm Barn – change of use'. They wrote:-

*"Roger*

*I would prefer the main item on the agenda to be the change of use application and the best way forward. I will check with [Deputy Chief Executive] if he wants to attend and will set up another meeting next week.*

*A cheque repaying you for some of the materials you purchased was sent to you yesterday. Thank you for the signed improvement letter was received from you last week."*

- 6.81 At 15:45 on 6 April 2018 (page 35 of WC 4) Mr Hickford wrote to Officer C, copying in KB and Deputy Chief Executive, with the subject, 'Fwd: Manor Farm Barn – change of use'. He wrote:-

*"On the 26<sup>th</sup> February I asked you which reports from xxxxxxxxxx could be used if required, which could save time and save County Farms money. I still have no response, and therefore have no option but to action my email of 23<sup>rd</sup> March and commission all the reports again and charge County Farms. Please confirm you are accepting of this situation. I will start commissioning the reports Monday 9<sup>th</sup> April 2018, whether I have heard back from you or not, and will accept no response as indication of acceptance.*

*On 27<sup>th</sup> march you wrote that you would be seeking a meeting with me this current week, with the agenda I requested, but as it is now Friday afternoon I am assuming that will not happen.*

*FYI... As you are aware, I new Noise Impact assessment was required anyway. I have already commissioned a new Noise Impact Assessment. This one will be appropriate and do what is necessary, as opposed to the xxxxxxxxxx report you recommended. Also, this new report will cost only £1,300 – less than half the cost so far of xx's inappropriate report.*

*Have a good weekend.*

*Roger Hickford"*

- 6.82 At 18:37 (page 32 – 34 of WC 4) Officer C wrote to Mr Hickford, copying in KB and Deputy Chief Executive, with the subject, 'Fw: Manor Farm Barn – change of use'. They wrote:-

*"Roger*

*I am sorry for the delay but I have been working on urgent sales and it looks as if they will continue to keep me occupied next week. However [Deputy Chief Executive] and myself could meet you at Manor Farm on Wednesday at 14.00 if that suits you.*

*Turning to the planning application if you wish to make your own application xxxxxxxxxxxxxxxxxxxxxxxx have confirmed that you can use*

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*the reports but if you wish to rely on them for warranties they will require a payment of £750. The Council are prepared to meet that cost.*

*The Council remains willing to complete the application using xxx if the outstanding information is provided by you. I have attached some old emails which previously asked for this information.*

*The information required by xxx on 20 November 2017 was:*

"Existing and proposed layout plans of the site (these are important as they will show the revisions to the access and the establishment of a parking area as well as the outside training areas and dog park etc) -- Roger and [KB] to provide.

Existing and proposed floorplan of the barn - CCC / Roger and [IB] to provide

Existing and proposed elevations of the barn (only required if external changes are taking place beyond that already undertaken under the PD works) - CCC / Roger and KB to provide"

*On 4 January this year xxx said in an email to you :*

Noise assessment. As discussed, the noise survey has been undertaken to establish background noise levels on site.

We've requested details of the proposed internal layout of the barn on a number of occasions so that we then calculate the potential noise to be generated from the proposal which requires a volume calculation. We haven't received any details to date and therefore have been unable to complete the noise assessment report. The report is written to support the specific proposals put forward as part of the planning application therefore that's why we need the details of the proposed development to be able to determine the noise impacts and any mitigation required.

**Noise assessment** - if we don't have specific details of which room the dogs will be in, we can provide a draft report on the worst case scenario -- i.e. that all 16 dogs will be in the room nearest to the residential properties based on the current building fabric with no insulation. This will set out the noise impacts associated with the worst case scenario and the mitigation necessary to reduce noise levels to an acceptable level. We can provide this draft report by the end of this week. However as noted above the noise assessment will need to support the proposal that we are seeking to apply for, so the report will need to be adjusted once you have made the decision on which element will occupy which room as will be indicated in the proposed layout of the barn. The finalised report can be completed within a week of receiving these final details as recalculations will be necessary.

Foul drainage from the barn - we have to specify this on the application form. Are you seeking to tap into the existing septic tank supporting the dwelling which is located behind the barn (see attached plan) or a new septic tank or package treatment plant.

Dog waste - How is this to be disposed of? Are you looking for storage in a portable bin for collection or some other method. This is important"

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As you did not provide the information xxx had no option but to proceed on a worst case assumption.

On 19 January this year xxx asked you for;

"the finalised plans (as detailed previously - I appreciate these are currently being worked up)

information on how foul flows/ waste will be dealt with (This is specified on the application form. If tapping into the existing septic tank we can just state this on the form and indicate the location of the existing septic tank. If a new septic tank or package treatment plant, then we will also need to submit the spec sheet and diagrams/ elevations from the manufacturer and specify where it will be located on the proposed layout plan, In terms of dog waste, we just need to briefly specify how this will be stored and collected."

As I have said before if you provide the information requested by xxxxxxxxxxxxxxxx they will complete the application at the Council's expense.

If you choose not to provide the information requested xxx will not be able to make the application. So that you are clear the Council will **only** pay the £750 mentioned above which will allow you to rely on the reports and could be covered by what remains of the budget and will not pay for you to start on another application yourself.

We can discuss on Wednesday if you are able to meet [Deputy Chief Executive] and myself. This will also give an opportunity to look at the work that has already been done."

- 6.83 At 10:19 on 9 April 2018 (D5 page 113 of WC 3) Mr Hickford wrote to Officer C, copying in KB and Deputy Chief Executive, with the subject, 'Fwd: Manor Farm Barn – change of use'. He wrote:-

*"You seem to pick emails randomly in the hope to justify blame for the lack of planning application submission in our direction. All the points you raise in the emails below have already been answered either by us or CF, which means either you do not know the current status of the project, or that CF have kept info from you AND you do not know the current status of the project.*

*Our one request should a meeting take place was that you provide a specific agenda so there was no more time wasting and tick boxing. As you have not done this, we assume it is just a visit. We welcome both you and [Deputy Chief Executive] to come along on Wednesday to see the progress so far, and to have an understanding of the work to come.*

*Just so you are clear, our previous email of 23<sup>rd</sup> March still stands "..... and intend charging County Farms for the amount of the costs we incur. We also intend seeking recompense from County Farms for loss of potential business profit caused by the delays."*

*See you on Wednesday at 2pm.*

*Roger Hickford"*

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- 6.84 At 17:39 on 9 April 2018 (D5 page 112 of WC 3) Officer C wrote to Mr Hickford, copying in KB and Deputy Chief Executive, with the subject, 'Fw: Manor Farm Barn – change of use'. They wrote:-

*“Roger*

*The emails are not random. They demonstrate requests for information which run from the outset of the project. You have not provided the information which meant that worst case scenarios and assumptions had to be made which took more time. You are unhappy with the outcomes but these are a direct result of the lack of information from you.*

*I am concerned and disappointed that this is taking so long to resolve. You and [KB] not able to start operating the business as intended but the knock on effect is that the Council are not getting the rent that it had expected. This is in my view because you have not provided the information requested.*

*You may prepare a second application but the Council will not pay any more than the fee to xxxxxxxxxxxxxx to allow you to rely on the reports already prepared as I have previously stated.*

*The only item on the agenda when we meet is the change of use planning application and I look forward to meeting you then.”*

- 6.85 At 11:44 on 27 April 2018 (6D page 175 and 7B page 201 of WC 3) Mr Hickford wrote to Officer C, copying in Deputy Chief Executive, KB and Officer A, with the subject, 'FW: Manor Farm extension'. He wrote:-

*“It appears that there was no communication from South Cambs to xxxxxxxxxxxx regarding potential refusal before the decision notice. Please confirm County Farms also did not receive any communication after the application submission and before the decision was made. There will be complaints made and investigations as this is not the first time this has happened, and I wish to ensure a firm footing before proceeding.*

*There are things that are erroneous within the application process, primarily the apparent lack of communication from SCDC, and also within the refusal notice, but nothing will change the officer decision. These process issues can be looked at in the fullness of time. Also, I understand [Officer A] was trying to get hold of the case officer for him to explain the decision. The explanation is now on the website, and advise is that it would be pointless and a waste of time trying to get this particular officer on site as he would hide behind policy and his interpretation of that policy. So may I suggest that [Officer A] ceases this approach.*

*We are now in a much worse position to get the required permission now that a refusal decision has been made. I have spoken with colleagues at SCDC which have advised that we should now do a twin track approach of fast track appeal in parallel with a further application which has enough substantial difference to the original application. I have spoken with xxxxxxxxxxxx and he is looking into the fast track appeal process, as he has not had to do one before. Obviously things do not normally get to this stage.*



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*I hope you are in agreement and support the above approach.*

*Roger Hickford”*

- 6.86 At 18:14 on 2 May 2018 (pages 17, 18 of WC 4) Mr Hickford wrote to Officer C, copying in Chief Executive and KB, with the subject, ‘Manor Farm, Girton’. He wrote:-

*“I have taken xxxxxxxxxx out of the email chain as I feel it is not always appropriate for a third party to be copied in on certain communication between tenant and landlord.*

*Let’s get this right for the record. This meeting with SCDC is due to my efforts. I already have an official apology from SCDC, with a full explanation to follow and there is an official complaint lodged against the case officer. This is my meeting, being arranged by me, with the Agent, to try and get things moving, and being done very quickly because of my contacts at the SCDC.*

*Can you tell me what you have done and who you have contacted, apart from xxxxxxxxxx, since the refusal decision was announced, and the action you have taken to get things moving again?*

*It has already been agreed in a previous meeting with [Deputy Chief Executive] that you will take a more low profile in all things planning, and yet here you are getting involved again.*

*I cannot see the value of you will add by attending this meeting.*

*It is also very telling that you have time to attend a meeting, even though you do not know when it is, and yet you do not have the time to respond to emails from tenants.*

*Also for the record, you have not responded to me email of the 30<sup>th</sup> April asking for your support for an appeal SHOULD THE AGENT FEEL IT WAS THE RIGHT WAY TO GO. This, of course now looks to be not necessary, but its is important to note that you could not even decide on your indecision.*

*As always, I look forward to your prompt and full response.*

*Many thanks*

*Roger Hickford”*

- 6.87 At 18:04 on 4 May 2018 (page 17 of WC 4) Officer C wrote to Mr Hickford, copying in Deputy Chief Executive and KB, with the subject, ‘Manor Farm, Girton’. They wrote:-

*“Roger*

*I wish to attend as I represent the County Council in this project. It is the in the Council’s Interests to ensure that the extension is appropriate for the farm, that planning consent can be obtained and that the project remains value for money for the Council and meets your needs as tenant and the needs of future tenants. Your involvement is important as the tenant but in that respect you do not act for the landlord.”*

- 6.88 At 13:38 on 8 May 2018 (H1 page 147/148 of WC 3) Mr Hickford wrote to Officer C, copying in Deputy Chief Executive and KB, with the subject, ‘Manor Farm, Girton’. He wrote:-

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*"Thank you for taking responsibility for the failure of the last planning application. It has really set us back.*

*I am not acting for the landlord. If I was, then we would not be in this mess! I am ensuring the project continues as quickly as possible. After the meeting and revised plans have been drawn up, you will of course have the final decision, as landlord and applicant, just as last time. I repeat the question from my last email to which you failed to respond... Can you tell me what you have done and who you have contacted, apart from xxxxxxxxxx, since the refusal decision was announced, and the action you have taken to get things moving again?*

*Actually, what you should be doing is thanking me because I have been able to arrange a meeting with SCDC in quick time, but as previously stated. my expectation is zero.*

*Also, please inform me as to the value you feel you will bring to such meeting. From our recent meetings all I have seen from you is argumentative, finger pointing individual who does not listen and keeps repeating the same irrelevant information. I do not wish this meeting to go the same way, and would like your absolute assurance that you will not act in this way, and would actually be a positive influence on proceedings. The meeting is 2:30pm at SCDC, but should you try to attend my meeting without giving the above assurances, which I do not feel are unreasonable, then I will cancel the meeting on the spot. I would rather have no meeting than a meeting with the bad feeling and atmosphere you have brought with you on recent meetings.*

*I am hoping to have the new Noise Impact Assessment report this week for the barn. I am hopeful it shows that we can operate how I have been saying should be possible with regards using the outside space, as opposed to your stance which has been caused much of the conflict and all of the delay. If this is so, then we enter a new phase of communication.*

*As always and ever hopeful, I look forward to your prompt and full response*

*Roger Hickford  
Tenant  
Manor Farm"*

- 6.89 At 20:29 on 6 March 2019 (7D page 212/213 of WC 3) Mr Hickford wrote to Officer C, copying in Deputy Chief Executive, KB and Councillor A, with the subject, 'Manor Farm Barn Planning Application'. He wrote:-

*"Just to let you know that the planning application for Manor Farm barn and the business side of the project was approved yesterday (<https>)*

*Within the approval is the Outside Dog Training Area and the Doggy Day Care area, and I have approval for them both to be located exactly where I wanted them to be, Which is exactly where you said it was not possible to have them, and by your actions so delaying the project as per emails last year.*

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*As per my previous email, due to your more recent actions, the whole project is being reviewed at A&A. Therefore I have been advised, and it makes sense, that no building or investment can or should take place from when the review was initially announced, in case the project is not allowed to go ahead, and it should not start again until and when the A&A review is complete and is favourable for the project to continue. This will further delay the opening of the business.*

*As per my emails last year, there was agreement for myself to undertake necessary repairs and maintenance that County Farms had failed to complete, despite being specifically mentioned in the lease. There are monies owed to myself for the works done, and there are other works that I feel should be accepted as TIC's, as they add value to the barn and outside area overall, and are not specific to the project.*

*Therefore I require a response to the following issues:*

- 1) Please advise if County farms would like works to continue with the building and investing in the business side of the project, and if so how you will indemnify myself for all losses should the project be cancelled. There was already indemnity for all works until the planning permission was approved or not, but we are now in a different position now planning permission has been approved , but the A&A review is now outstanding.*
- 2) There was agreement from [Deputy Chief Executive] and yourself at our on site meeting that all costs and monies could be sorted out when the project initialisation was complete, but obviously this will now take much longer as the review will not go to A&A until July. Please advise if County farms would like invoices for the agreed repairs and applications for TIC's now, or wait until the conclusion of the project.*

*Please note this email does require a response to the above.*

*Have a good evening*

*Roger Hickford"*

6.90 At 13:00 on 25 March 2019 (7D page 212 of WC 3) Officer C wrote to Mr Hickford. They wrote:-

*"Roger*

*Good news about the planning application.*

- 1. What works specified in the lease are still outstanding? 6.2 of the lease is below. Send through the invoices you have so that we can clarify.*

*<image004.png>*

- 2. What work are you planning to carry out on the barn/business side so that we can understand what you have in mind? I suspect it will have to be paused until we get the Audit out of the way.*
- 3. For the building improvements up to planning that you might want to be considered as Tenant's Improvements please*

## CONFIDENTIAL REPORT

*send through the invoices you have. Attached is an email from 2017 which covers the work you had in mind then."*

- 6.91 At 11:04 on 24 April 2019 (7D page 211 of WC 3) Mr Hickford wrote to Officer C, copying in Deputy Chief Executive, KB, Councillor A and another Officer, with the subject, 'Manor Farm'. He wrote:-

*"Yes it is good news about the planning application. I am glad it was agreed that I take over the project management from yourself so as to get the planning through as the business required, and not as suggested by yourself and the previous architects.*

*I feel the best way forward regarding your email below is for a site visit a you have not been here since the middle of last year. You can then appreciate the asset and see the works that have been undertaken. I hope you agree to this approach as the farm is only 3 miles from Shire hall.*

*As discussed when you were last here on site, one of the intentions has been to increase the value of the asset from its current book value, and I feel when the works are complete the asset value will be over £1.2m. Obviously much of this has been achieved to my efforts in getting planning permission for change of use not only for the barn but also the field. The barn has now ceased to be a barn but instead is a commercial building which I hope you agree is a huge change for the better from the dilapidated building that was originally there. It is now a case of getting the business up and running, so it can be considered a going concern. The extension to the dwelling will enhance the overall project and add more value to the asset than its cost. All this has been hindered by yourself in recent times as per email below. A site visit will enable us to decide exactly what works that have been carried out are the responsibility of CF, what is appropriate for a TIC, and for the future what should be charged to where going forward. Please indicate by return a couple of potential times where you are free over the next two weeks. I feel it would be good to invite [Deputy Chief Executive] so he can see the improvements made since his last visit, and also xxxxxxxx, if they are available.*

*Many thanks  
Roger Hickford"*

- 6.92 At 18:13 on 2 May 2019 (7D page 210 of WC 3) Officer C wrote to Mr Hickford. They wrote:-

*"Its proving difficult getting a date in the next few weeks which [Deputy Chief Executive], xxxx and I can all make. I am going to ask xxxxx, [Deputy Chief Executive]'s PA to organise"*

- 6.93 At 19:37 on 2 May 2019 (7D page 210 of WC 3) Mr Hickford wrote to Officer C, copying in Deputy Chief Executive, KB, Councillor A and another officer, with the subject, 'Manor Farm'. He wrote:-

*"The feel the email was clear that the priority was for you to diarise, if possible, a site visit and a date within two weeks of the email being sent, and that if [Deputy Chief Executive] and/or xxxx could make it also then that would be a positive and a bonus. I do not wish for a response from you saying that you have done nothing, especially as you did not even*

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*acknowledge my email from over a week ago, in which I am requesting a meeting within the time frame previously stated.*

*Please give a few times and dates in the next couple of weeks when you are free for a 30 min site visit. If you are too busy and that is not possible, that is fine, but please let me know by return so I can consider an alternative way forward.*

*On a connected but different note, I am consistently awaiting responses from yourself and have previously had to send chasing emails. For instance, there is a nineteen day response in this email thread. Can you easily access and if so let me have the average response times for CF tenants, what the CCC Cf policy states for response times for CF tenants, and the percentage that is met? If this information is not readily available the please let me know and I will formally request through a FOI?*

*Many thanks  
Roger Hickford"*

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### 7. Emails between officers, lawyers and contractors

- 7.1 There was email correspondence between officers regarding their concerns in respect of Mr Hickford taking a tenancy of Manor Farm, Girton and his position on the Council. Those emails are referred to below and are attached at WC ??
- 7.2 In an email of 8 March 2017 (A1 page 1 of WC 3) the Deputy Chief Executive was made aware that Mr Hickford had applied for the tenancy of Manor Farm Girton.
- 7.3 In an email of 7 September 2017 (H2 page 149 of WC 3) the Deputy Chief Executive was made aware that Mr Hickford had put himself forward as Champion for County Farms. Concerns regarding a conflict of interest were raised in that email.
- 7.4 The email of 7 September 2017 also stated that Officer A found Mr Hickford 'extremely difficult' although at that stage Officer A did not think Mr Hickford was using his position improperly in respect of the tenancy.
- 7.5 In an email of 1 December 2017 (F3 page 124 of WC 3) the Deputy Chief Executive was again made aware of concerns regarding a conflict of interest. The Deputy Chief Executive is also made aware that Mr Hickford's role had extended to the County Farms Outcome Focused Review (OFR).
- 7.6 The Compliance Officer sent an email to Officer B on 6 December 2017 (C3 page 74 of WC 3). Within that email the Compliance Officer commented:-

*"As for the condition of asbestos on the rest of the County Farms estate I have advised Cllr Hickford that to provide an educated and evidenced answer further research is required and that we should re-sample and re-inspect between 12 and 15 farm properties including all that are used for commercial use."*

- 7.7 Officer B sent an email to the Deputy Chief Executive and Officer C on 18 December 2017 (I2 page 156 of WC 3). That email referred to the asbestos issue in relation to the barn at Manor Farm. Remedial repairs were needed to comply but Mr Hickford believed the roof must be replaced. Officer B said:-

*"Thank you for your time this morning. It goes without saying that I am sorry that it has come to this, but I am comfortable that we have been professional and done our job correctly at all times."*

*I attach all of the relevant emails regarding the lease – the first email shows clearly that we would need the Tenancy at Will in place to hand over the keys."*

*The final two emails are from xxxxxx regarding asbestos on site. They show that the building needs only remedial repairs to comply: these had been instructed, but Roger stopped this work, as he believes that the roof must be replaced. Neither xxxx nor I have felt in a sufficiently strong position to hold our ground on this, but we would not consider this action for anyone else. In order to expedite matters, I have asked XX to obtain a quotation asap from a Term Contract, rather than go through the normal tender process. I anticipate that the additional cost will be between £25-£30,000. To be fair to Roger, he has stated that he would pay an improvement charge on this."*



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*I have spoken to [the Legal Officer] of LGSS Law, who confirmed that he has felt uncomfortable at times with the nature of Roger's questions and had advised him in writing to get his own solicitor. I have agreed some compromise wording with [the Legal Officer] regarding some of the clauses that Roger demanded be inserted, and we shall see whether or not this helps.*

*I have spoken to the building contractor and confirmed to him that the internal works must be completed by close of play on Wednesday. The work has taken slightly longer than anticipated as, as was mentioned when we spoke today, the plaster took longer than anticipated to dry and be ready for decoration. This will be confirmed by email under separate cover.*

*I have been to site to check progress and spoken to the builders about Friday. They confirm that Roger was certainly aggressive and, in their opinion, [Officer A] should receive an apology for the way in which he spoke to her. She does not want Roger to know how upset she is by all of this, but I do feel that you should be made aware that this is the case.*

*Finally, I am due to speak to Roger about progress at lunchtime: do you want me to proceed?"*

- 7.8 In an email to the Deputy Chief Executive and Officer B at 16:31 on 20 December 2017 (C2a page 64 and I4 page 160 of WC 3) Officer C said:-

*"I think in the New Year we need to sit down with Roger as we need to have a better relationship if he is going to be a long term tenant. We have given in to him on points and done work that we would not do for any other tenant which is inconsistent and looks like becoming the norm. We also know that he wants us to build an extension to the house which is totally out of proportion and which we should not be doing and will be the next challenge."*

- 7.9 Officer C sent a further email to the Deputy Chief Executive and Officer B at 18:10 on 20 December 2017 (C6 page 85 of WC 3) in which he said:-

*"... Roger is difficult to say no to! Re the extension we have to keep a consistent approach. Even though Roger may pay a large improvement charge short term would the house be appropriate for another tenant and does it add value to the asset."*

- 7.10 On 5 January 2018 (H3 page 151 of WC 3) Officer C sent an email to the Deputy Chief Executive. He said:-

*"The situation with Cllr Hickford has continued to deteriorate and is probably now unworkable.*

*...*

*None of the staff now want to work with him; both [Officer B] and [Officer A] want him to apologise for his behaviour towards them. Hopefully that will be resolved but I will recommend that they do not meet him on their own.*

*I think he has abused his position of power as a Member and as a result we have given in on points which we would not have done with other*

## CONFIDENTIAL REPORT

*tenants and this will cost the Council. I think he has a conflict of interest when dealing as a Member with Farms matters and I am apprehensive that he will take a prejudiced approach on other Council matters as well."*

- 7.11 In relation to the barn roof, Officer C sent an email to the Deputy Chief Executive on 26 January 2018 (I1 page 154 of WC 3). He said:-

*"Tenant will not accept anything less than replacement costing £17k*

*Repairs would cost just under £1000*

*We were under the impression that Roger agreed to pay an improvement charge*

*Work has been ordered assuming that Roger would sign up and could be done*

*...*

*Conclusion – the work is ready to go but we would not normally do this work and would have to make an exception."*

- 7.12 At 14:19 on 26 January 2018 (I3 page 159 of WC 3) Officer C sent an email to the Deputy Chief Executive. He wrote:-

*"I have reworked the business case for the extension to Roger Hickford's farmhouse.*

*£140k seems a lot to provide a 4<sup>th</sup> bedroom and a second living room. The extension is larger than would normally be in character with others built on the Estate but the tenant is willing to pay a 7% improvement charge. In addition he is already paying a premium rent which together will mean that in 5 years a substantial element of the investment will have been paid back.*

*On balance and under pressure we might support this."*

- 7.13 At 15:01 on 26 January 2018 (I1 page 153 of WC 3) Officer C sent an email to the Deputy Chief Executive in relation to the improvement charge. He wrote:-

*"[Officer B] says that Roger agreed at a meeting to pay and this is supported by xxxxxxxx who was there. He referred to this in an email to you on 18<sup>th</sup> December. The final price was obtained after a site meeting with Roger on Monday."*

- 7.14 At 11:28 on 8 February 2018 (C3 page 70 of WC 3) Officer C sent an email to the Compliance Officer and Officer B, with the subject, 'Manor Farm'. He wrote:-

*"the tenant agreed in December to pay for a replacement but now denies this. As you can say Option 2- Repairs – would have been sufficient from a compliance viewpoint and save the Council £16k.*

*The work is proceeding as we are not in a strong enough position to defend our position regarding what the tenant said at the meeting."*

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- 7.15 At 15:48 on 8 February 2018 (C4 page 78 and G5 page 142 of WC 3) Officer C sent an email to the Deputy Chief Executive. He said:-

***“Item 6***

*This is a small barn floor repair. It was delayed until the roof was replaced. The contractor contacted Roger today to offer to do the work when the roof was replaced but received a tirade of abuse and will not return to do the work.*

***Item 7***

*This relates to the change of use of the barn. I am not sure why we are doing this. Its costing about £12k. At the outset Roger was asked for details of what he was proposing and this has not been given. A noise assessment has been done based on a worst case scenario in the absence of anything else but Roger disagrees with the finding. He wants another noise assessment costing £2.5k. We are ready to go with the first assessment having spent most of last week producing accompanying plans to submit. The planning consultant says that Roger’s approach is akin to a feasibility assessment rather than a planning application.*

*Roger believes that he has been given freedom to take over dealings with the consultant from us which is not the case although I am happy for him to provide information direct. He is now taking offence when the consultant talks to us, as he has been when we were preparing plans and working out what options to present to Roger, to move things along.*

*The consultant called yesterday to say that he had a difficult conversation with Roger which Roger recorded. During the conversation Roger said that he had lost confidence in the consultant. The consultant was of the opinion that Roger was trying to incriminate him and council staff by twisting his responses.*

*The consultant has experience of making planning applications for kennels and dog related projects but is being discredited by Roger. He is OK to keep going but if Roger wants to dump him I will suggest that Roger does the application himself.*

***Item 8***

*The extension submission has been made ...*

*The architect dealing with the project will not supervise the project which he did when the house was refurbished as presumably he does not want to deal with Roger.*

*...*

*Dealing with Roger is taking a lot of time and is costing the Council much more than it should. He is excessively challenging and consistently critical of everything that is done and everyone involved; more interested in point scoring than getting the job finished.”*

- 7.16 At 09:20 on 12 March 2018 (D3 page 104 and F1 page 120 of WC 3) Officer C sent an email to the Deputy Chief Executive with the subject, ‘Fw:Manor Farm – change of use’. He wrote:-

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*"This has ground to a halt because Roger has not provided the information requested by the planning consultant. I have given him the opportunity to produce the information as the application is just about ready to go in and has been for some time and the key thing is getting the application in and approved. He was asked for the information at the outset and has been asked again several times over a few months. This has left the planning consultant having to make assumptions.*

*Had suggested face to face meetings but the consultant is unwilling given the abuse he has received from Roger.*

*I do not think the Council should commit to any further expenditure and should leave Roger to get the planning consent himself without any further spend by the Council. In my opinion it is questionable why we agreed to pay for the application in the first place.*

*Roger says below that he will proceed with the application and invoice the Council which I will not agree to.*

*He also says the "there will be a thorough investigation of the way CF have handled this project". I am not sure if he is talking as a tenant or an elected member and there lies the conflict of interest.*

*I would recommend a review which will certainly reveal CF failings but could be a risk for him as his unreasonable behaviour, falling out with every consultant and contractor and member of staff, escalating costs and holding everything up, may also come out."*

- 7.17 On 10 April 2018 (D2 pages 101/102/103 of WC 3) Officer C sent an email to the Deputy Chief Executive. He wrote:-

*"Roger's farm is next to a school off the Oakington Rd shown with a redline.*

*The only item on the agenda tomorrow is the change of use of the barn from agricultural to use as a dog centre.*

*We would not normally have agreed to pay for the planning application.*

*The application has had to be prepared with limited information from Roger and has cost around £20k and wasted a considerable amount of time.*

*Some final info is still required from Roger to allow submission.*

*He has lost confidence in our planning consultant and wants to pursue his own application and wants us to pay.*

*He can use the consultants reports but there will be a fee if he wants to rely on them.*

*I don't think we should pay any more as we have already spent a lot of money on an application which has been held up by Roger's obstructive and belligerent approach.*

## CONFIDENTIAL REPORT

*We have paid over £20k to replace a roof which in my view did not have to be replaced, spent more than planned on refurbishing the house and looks like spending £100k+ on extending the house."*

- 7.18 On 20 April 2018 (G4 page 141 of WC 3) Officer C made a note of his meeting with the Deputy Chief Executive and Mr Hickford at Manor Farm on 11 April 2018. He noted:-

*"Roger throughout was in argumentative mood, shouting and at times becoming uncontrollable. He did not allow me to answer shouting over any attempt. His questions were not constructive rather point scoring to confirm that he was right. I tried to emphasise that what we wanted was to make progress not recover old ground. A recurring point is that I and the farms team do not know what we are doing.*

*He concluded that the Council will pay for another planning application by xxxxxxxxxxxx architects and that he would also seek compensation for lost profits/time even if this meant that he would have to resign his position as an elected member. I have previously said we would not pay for another application as we had paid over £20k to prepare an applications which had been held back because he has repeatedly not provided the information required on building layouts, occupation, number of dogs etc.*

*He raised Tenants Improvements. I said that he should send details in. He walked away saying he would not bother and this was "typical" and walked away. His expectation is that the Council will pay whatever invoice he presents which is a bit open ended. Generally we only pay improvements if they are appropriate for the holding and by agreement. I would expect most of the work he will do to the barn would be but its not clear what he is expecting."*

- 7.19 At 10:42 on 10 May 2018 (Page 19 of WC 4) the Deputy Chief Executive sent an email to Officer C. He wrote:-

*"I suppose [Officer C] it's a case of whether you feel strongly enough to formalise. Clearly bullying is an allegation that must be taken seriously. I have already spoken with [Councillor A] regarding the breakdown in the relationship and he was at March when Roger's behaviour was unacceptable. He is speaking to xxxxx regarding Roger's future engagement in the OFR but the only way I can really deal with this is if you formalise it and I deal with it under the Members Code of Conduct."*

- 7.20 At 13:38 on 10 May 2018 (Page 19 of WC 4) Officer C sent an email to the Deputy Chief Executive. He wrote:-

*"I am not sure how to respond to this. I believe Roger's emails border on harassment, constantly berating, undermining and threatening and from a landlord/tenant point of view the relationship is unworkable. I will keep trying to make it work but at the moment the only way seems to be to agree with everything Roger says/wants.*

*From the landlords point of view I am concerned about the scale of the house extension, which is why the application has been refused. I am concerned about its appropriateness, its much larger than we have provided to other tenants. I am concerned about the cost. Depending on the cost we will have to go back to C&I for more money. From a*

## CONFIDENTIAL REPORT

*business point of view it adds nothing to the core business which is what Roger should be trying to get established first.*

*The Council have given Roger a rent allowance and in my view his unreasonable approach is leading to delays and is costing us in lost rental."*

- 7.21 On 20 November 2018 (C1 pages 61/62/63 of WC 3) Officer B sent an email to Councillor A, copying in the Deputy Chief Executive and Officer C, with the subject, 'Manor Farm, Girton – Potential Residential Extension'. He sought advice on how the Council wished to take forward the proposal for the extension. Three options were put forward:-

***"Offer a new tenancy agreement to 10<sup>th</sup> October 2034 cover off the Council's expenditure...***

***Seek a higher interest rate to reduce the project's payback period...***

***To terminate the project"***

- 7.22 Officer B explained that the first option would be the usual option to mitigate risk and ensure the return on the investment was protected. The second option would enable the capital to be repaid earlier but that it was possible Mr Hickford would withdraw from the project. The third option was their least preferred option.
- 7.23 In December 2018 (F4 page 127 of WC 3) several Members raised concerns regarding the identity of the tenant of Manor Farm, Girton when matters were discussed at the General Purpose Committee and Commercial & Investment Committee. Their concerns were around transparency.
- 7.24 In an email of 19 December 2018 F4 page 127 of WC 3) the Monitoring Officer confirmed that Mr Hickford had declared an interest under the Code of Conduct as the tenant of Manor Farm, Girton. She also confirmed that Mr Hickford was not present when the item was discussed, nor during the vote.
- 7.25 In the same email the Monitoring Officer confirmed that Mr Hickford was not a substantive member of the C&I Committee and had not attended the meeting.
- 7.26 Following the Monitoring Officer's email, members remained concerned about the lack of transparency.
- 7.27 Members then also raised Mr Hickford's appointment as 'Farms Champion' was a conflict of interest. However, we understand this was a Member decision.
- 7.28 It is evident from the emails that, whilst Roger Hickford was critical of Officers, he failed to provide them with information they required.



**8. Officer A's face to face interactions with Mr Hickford**

- 8.1 Officer A made a note of her on site meeting with Roger Hickford on 15 December 2017 (copy attached at WC 5). She wrote:-

*"I arrived on site, xxxx from xxx was not present. The contractors on site told me he was stuck in traffic and would be there as soon as he could. I looked around the house, It was clearly not as far on as xxxxx had advised me earlier that morning. Painting was still to be completed upstairs, bathroom to be grouted and a shower screen to be fitted. Making good around the new windows had not been completed. Downstairs the sitting room was full of boxes, doors to be painted. The kitchen was fitted and splash backs grouted. The worktops were to be lacquered. Plug sockets to be screwed into the walls. Painting in the kitchen and plastering around the doors was not complete. The WC was not yet plumbed in and the utility was fitted but no doors on units and none of the internal doors had been painted. The boiler was working but the thermostat still needed checking.*

*Roger and [KB] arrived. I showed them round the house. Roger looked very angry and said 'why are we here, you said we could get the keys, this is no where near ready'. I said I spoke to xxxxx this morning and he advised me that the project was on target today. Clearly it was not but I could only go on the information I had been told. We continued looking around the upstairs.*

*Roger shouted he thought the whole project was a disaster and he was going to walk away. He was very angry. I said I was very sorry that the house wasn't ready but I could only go off what the contractors told me. He shouted something along the lines that everything County Farms undertake is awful, the project management is appalling. The lease was a joke, they couldn't be expected to move into this house. CF can't even agree a lease with him. He said he couldn't speak to me about this and told [KB] to speak to me. He walked downstairs, he said he was pulling out of the project and they were going to rent a house elsewhere and said to [KB] to leave.*

*I stayed at the top of the stairs, [KB] stayed with me. I said to [KB] we have really been pushing this on. I was very sorry we hadn't got the lease terms agreed but that we had hoped the Tenancy at Will could be signed by today and so we could at least give them the keys and so they could start making arrangements to move. Without a TaW we can't legally give them the keys. I said CF want to get the business lease agreed. She said she was very unhappy with the situation and walked down the stairs.*

*At the bottom of the stairs Roger asked me who was in charge of the project. I said it was [Officer B] and myself. He was shouting at me who is responsible for this mess. I said it was [Officer B] and I who have managed this project. He said one of us needed to take responsibility. 'It all this you?' he shouted. I tried to respond but he shouted he didn't want to hear it. He was shouting things along the lines of 'The County Farms bubble has to end, you can't project manage anything. You have a terrible track record and I won't stand for it. No one will take responsibility for anything.*

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*He said the only reason I was doing anything about the new gate was because he had pushed us. I said I was meeting contractors about the gate and landscaping. He said something along the lines of the barn roof is a joke. We can't even get information out of our own organisation. I said we have chased up xx and they have advised they have information for us but haven't had a chance to send it on. I said as he was aware [Officer B] had dealt with that so I was passing a message on only. He said this was useless, we are holding everything up and continued on with this poor opinion of CF. He was very angry and aggressive, [KB] told him to stop and to go outside.*

*He did not, he carried on shouting and asking me what had happened to the house and why wasn't it ready and that I clearly couldn't manage the refurbishment project. He continued shouting that the business lease was a joke. I tried to respond but got told that he wasn't interested in what I had to say. He continued that LGSS solicitors have told him that we can put what we like in the lease and CF are not listening to them, he had just spoken to them an hour ago and that CF were not following their advice regarding the repairs. He said [the Legal Officer] agreed with his position on everything and can't understand why we won't give him instructions.*

*I said I had spoken about the repair clause with [Officer B] and [Officer C] and it was not to be included in the lease. he got very angry and shouted who's responsible for this- You, [Officer B, Officer C]? Tell me. KB again told him to stop. He then walked to the door.*

*He insisted to me he wanted [Officer B] to ring him immediately, he didn't want any 'pathetic' emails from either of us. And no emails from [Officer B] with my name at the bottom. He then walked out the door.*

*I felt very relieved he had gone as he was extremely angry, aggressive and intimidating. He would not let me speak or listen to anything I had to say.*

*[KB] then said to me she was sorry it had come to this to which I agreed and I said we want to get this lease signed. She said it has been a very difficult time leading up to this, they felt that they had encountered problems at every point and it was very much getting on top of them. She said their tenancy on their house has now expired so they need to have a long think about what they need to do. She patted my arm and walked outside.*

*I was left feeling very shaken and upset about the meeting. I was very shocked to have been shouted at in such a way, not a way I have ever been spoken to before.*

*The builders reappeared from outside and asked me if I was ok and said that that wasn't a very nice situation with a very aggressive man. They were aware I was shaken and changed the subject and tried to laugh and joke with me to make me feel better whilst we waited for xxxxx.*

*After ten minutes xxxxx arrived and we discussed the works still to be completed and went round the house. He advised the internal works would be completed by Weds pm at the latest. We then went round externally and he told me he's not happy with the way it's been left but because of the bad weather he doesn't want to create more mud in the*

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*garden so they would come back in January and clear up externally. He also advised me that Roger and [KB] need to pick door handles for inside the property, he showed me a page of handles for them to look at."*

- 8.2 Officer A made a note of her interaction with Mr Hickford at the tenants meeting of 24 January 2018 (copy attached at WC 6). She wrote:-

*"I could see Roger kept looking over towards me whilst I was talking to other people. I was talking with xxxxxxxxxxxx, xxxxxxxxxxxx, and xxxxxxxx. Roger approached and asked to have a quiet word with me.*

*He stood very close to me so I was stuck between the chairs at the back of the room and him, cutting me off from the people I was just talking to. He had effectively got me in a corner so I couldn't get away from him.*

*He asked why I had not been replying to his emails. I said I had spoken with [Officer C] and he said he would respond to him so I did not need to. He then leaned in very close to me and said who told me to write the letter regarding the tenants improvement charge for the barn roof. I replied that it was [Officer C] and [Officer B]. He looked extremely angry. He said that [Officer C] had told him I was in charge of the project which is why he then emailed me, I said I was acting with help from [Officer C] and [Officer B]. on this.*

*He then said did I feel like 'piggy in the middle' in this situation because that's how it came across to him. I said that was the nature of being an agent and that I have to follow CCC policy and that I check things with my bosses- [Officer C] and [Officer B].. He said he felt that [Officer C] and [Officer B]. were influencing me too much and that he didn't get to see any of 'me' coming through on this project. He thought I had more to give to the role and I wasn't being allowed to do so. I felt very uneasy with this suggestion and his behaviour so replied thank you but that I have to follow the procedures and that we will get the matter sorted one way or the other. I said that the Council does have a lot of procedures in place and I appreciate they frustrate everyone involved, including us at times, but they must be followed and surely he comes across this a lot in his role within CCC. He replied that yest but CCC is changing everywhere apart from CF and that we must move with the times. This was to be a big part of the OFR and as a new-ish member of the team I would be well placed to give my view on this. He was still standing very close to me and leaning in on me as he spoke. I found it all very intimidating.*

*He then said [Officer B] is eyeballing im so he best stop talking to me."*

- 8.3 Extracts from Internal Audit's meeting with Officer A on 9 May 2019 (copy attached at WC 7) revealed:-

*"Mr Hickford was saying he couldn't do anything on the barn without the change of use. [Officer A] had gone back on this and said that she couldn't do anything on this because that was their position. Then [officer B] agreed to abate the rent entirely until the planning came through. [Officer A] feels that had it been a normal tenant, [Officer B] would not have abated the rent in this way... the team were very under fire and they just wanted to get something agreed. [Officer A] thinks there was pressure on everyone to get the lease agreed. Probably at*

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*that point it was pressure from the tenant. However later on he started copying in people like [Deputy Chief Executive] and [Councillor A] who would never normally be copied in to these types of emails.*

*...The issues are probably partly due to who the tenant is and partly due to the personality. She feels if it was a normal farm tenant, people higher up the chair would have said they didn't care and to just crack on with it – but in this case they got involved and their decision of they got there first."*

*...*

*Mr Hickford was advised who the contractors were and he wanted a breakdown of how long the build would take. He was quite uptight about the dates the build work starts – this is not specified because as it's Council money they just want the cheapest option even if it takes longer. So they went back to the builders as Mr Hickford was unhappy, and asked them to shorten the timescales. They were able to do this and start earlier.*

*In hindsight now [Officer A] has done more of these, this has never happened since in terms of pushing the builders to get it done faster.*

*[Officer A] didn't know anything about Mr Hickford or his role as a Councillor. Not sure whether the issue was him being him or his role as a Councillor but he was quite intimidating – would send angry email after angry email and they would get worse and worse.*

*Mr Hickford was upset because the tenancy on his house was up – the team didn't know this until he shouted at [Officer A] at the handover.*

*Mr Hickford was asking about asbestos in the barn roof – he wanted the barn roof repaired and [Officer A] said they would do that, then he asked someone to look around it and said that the roof needed replacing. He then crossed the line of saying this needed looking at across the whole County Farms estate – a normal tenant would never do that. It was pressurised because you knew who he was and that couldn't be taken out of it.*

*Contractors on site – Mr Hickford told them who he was and stated that he was more in charge than they were.*

*Mr Hickford used a phrase a number of times "bursting the County Farms bubble" – he said this when he met with [Officer A] and shouted at her. Clearly speaking as a Councillor and not as a tenant – [Officer A] wants to check what she wrote down to check he did say this. Felt like she was being shouted at by a tenant but also by her employer.*

*[Officer A] said to [Officer C] and [Officer B]. several times that it would be better if Mr Hickford had an agent to deal with the team and the LGSS queries. Because the OFR was going on, [Officer B] and [Officer C]. were against him getting an agent because they felt the perception would be that we couldn't do our job if he had to get an agent. Even though this is standard for tenants. One of the options being looked at in the OFR was for the estate to be farmed out to another company so they may have thought saying another agent is needed was an admission that we needed to go this route. [Officer A] feels an agent*

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*would have given a step back and kept the tenant at a step removed for both of them.”*

**9. Mr Hickford's involvement with Council Committees and as Member Champion and potential Conflicts of Interest**

*Assets and Investment Committee*

- 9.1 The Assets & Investment Committee was established by Council on 10 May 2016 and Mr Hickford was appointed to the Committee. The broad remit of the Committee was to deliver effective governance and management of the Council's property and asset portfolio.
- 9.2 Mr Hickford was appointed Chair of the A&I Committee at their meeting on 27 May 2016. He was therefore a member and the Chair of the Committee at the time he applied for the tenancy of Manor Farm, Girton.
- 9.3 The Internal Audit report found that following a review of the County Farms Estate in 2016, workshops were held in February and March 2017 with members of the A&I Committee to explore the options raised by the review and to consider the future objectives and strategy of the County Farms Estate.
- 9.4 The workshops were attended by Mr Hickford as a member of the A&I Committee at the same time that he was going through the application process to become a County Farms tenant.
- 9.5 Mr Hickford approached Officer B at the tenants' meeting in January 2017 to ask how much rent he would need to offer to secure the tenancy of Manor Farm.
- 9.6 Mr Hickford applied for the tenancy of Manor Farm in March 2017.
- 9.7 In May 2017 the A&I Committee was retitled the Commercial and Investment Committee (C&I). Councillor A was appointed Chairman of the C&I Committee. Mr Hickford was appointed as a substitute member of the Committee.

*Information sought regarding rent required to secure a tenancy*

- 9.8 In his statement Officer B says that before the Council Tenants' meeting began on 25 January 2017 Mr Hickford asked him how much rent he would have to pay to obtain the tenancy of Manor Farm.
- 9.9 Although Officer B told Mr Hickford he could not answer that question, Mr Hickford said something along the lines of 'yes, but how much would I have to pay?' Again Officer B told Mr Hickford he could not answer that question and that there were RICS regulations preventing such a question being answered.

*Commercial and Investment Committee*

- 9.10 Whilst Mr Hickford was not a member of the C&I Committee he was a substitute member.
- 9.11 Agenda Item 9 of the C&I Committee meeting on 15 September 2017 was a report by the County Farms Estate Working Group (copy report attached at WC 8). One of the primary purposes of the report was to formalise the status of the working party meetings.
- 9.12 The report recommended to the Committee:-

*"a) Agree the Working Group's Terms of Reference;*



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- b) *Agree the Working Group's membership;*
- c) *consider whether it appropriate to nominate a Member Champion for the County Farms Estate"*

9.13 With regard to the appointment of a Member Champion, paragraph 2.5 of the report stated:-

*"The Committee are also asked to consider whether it is appropriate to establish a Member Champion for the Farms Estate. This would provide a focus for officers in developing papers for consideration at the Working Group. If deemed appropriate this could be a member of the existing Working Group, appointed by the Group, or could be a nomination from the Committee."*

9.14 The Minutes of the C&I Committee meeting of 15 September 2017 (copy attached at WC 9) recorded:-

### **"40. COUNTY FARMS ESTATE WORKING GROUP**

*Members considered a report that sought to formalise a working group that would review issues that related to the County Farms Estate.*

*The Chairman proposed with the agreement of Members that the membership of the Working Group be increased to 6 Members and that the appointment of a Member Champion for the County Farms Estate would be made by the Working Group.*

*Paragraph 4.1 of the terms of reference was amended with the agreement of the Committee to replace the word 'decisions' with 'proposals'.*

*Appointed to the Working Group were Councillors [including Councillor A and Councillor B].*

*It was resolved unanimously to:*

- a) *Agree the Working Group's Terms of Reference;*
- b) *Agree the Working Group's membership;*
- c) *Consider whether it appropriate to nominate a Member Champion for the County Farms Estate."*

9.15 It is evident from the minutes of the C&I Committee meeting of 15 September 2017 that Mr Hickford was appointed to the County Farms Working Group.

9.16 Although Mr Hickford had not signed a Tenancy Agreement at that stage, he had been awarded the tenancy of Manor Farm and had begun negotiating necessary works to be carried out before he took occupation in December 2017.

9.17 Officers raised the issue of a potential conflict of interests with the Deputy Chief Executive in September and December 2017.

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### *County Farms Estate Strategic Review Working Group*

- 9.18 It is apparent that Mr Hickford was appointed to the Working Group. However, we have no record of discussions held at Working Group meetings, other than in respect of the conclusions of the OFR phase 3 which was presented as a confidential report to the C&I Committee on 23 November 2018.

### *Rural Assets Outcome Focused Review*

- 9.19 A C&I Committee Meeting was held on 28 January 2018 at which the Rural Assets Outcome Focused Review was discussed.
- 9.20 Mr Hickford attended the C&I meeting of 28 January 2018 as a substitute for Councillor Bates and presented the Rural Assets OFR report. A copy of the report presented to the meeting is attached at WC 10.
- 9.21 The minutes of the C&I meeting of 28 January 2018 are attached at WC 11. The minutes record:-

*“Councillor Hickford presented the Rural Assets OFR. In presenting the review Councillor Hickford informed Members that Cambridgeshire County Council had the largest county farms estate in the country and represented the largest single collective single asset of the Council. A revised valuation of the estate was due to be received by the end of February. A meeting had taken place with tenants at which the OFR was introduced. Despite initial anxiety regarding the review, tenants were broadly positive and provided constructive challenge.*

*It was resolved to:*

*Agree to progress the Rural Assets Outcome Focussed Review to the Phase 3 Design Stage.”*

- 9.22 Clearly, at the time of the C&I Committee meeting on 26 January 2018 Mr Hickford was a County Farms tenant, Member Champion and Deputy Leader of the Council.
- 9.23 A meeting of the C&I Committee was held on 23 November 2018. The Rural Asset OFR was on the agenda at item 12 (copy agenda attached at WC 12). Item 11 was ‘Exclusion of the Press and Public’ and which stated:-

#### **“12. Rural Asset Outcome Focused Review (OFR)**

- *Information relating to the financial or business affairs of any particular person (including the authority holding that information);”*

- 9.24 It is evident from the minutes (copy attached at WC 13) of the C&I Committee meeting on 23 November 2018 that Mr Hickford was not present.
- 9.25 However, Mr Hickford had participated in the working group discussions which had informed the recommendations presented to the November 2018 meeting.
- 9.26 It is clear from that report that the working group had discussed a range of issues including the continued management of rural assets by the strategic assets team, the return on investment (with a view to a minimum return of 4%) and the possible introduction of a stepped improvement charge. The working

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group discussed alternative options including potential outsourcing or selling the entire estate and investing in other opportunities.

9.27 The minutes of the C&I Committee meeting on 23 November 2018 record:-

***“178. RURAL ASSET OUTCOME FOCUSED REVIEW (OFR)***

*The Committee considered a report on the outcome of the Rural Assets Outcome Focused Review (OFR), on the best way to maximise income from Rural Assets.*

*It was resolved unanimously to:*

- a) recommend that the Rural Assets continue to be managed by the Strategic Assets team, and that the detailed estate objectives and policies are taken forward with the County Farms working group.”*

9.28 Mr Hickford attended the C&I Committee meeting on 26 January 2018 as a substitute for Councillor Bates. Although he was a County Farms tenant, Mr Hickford did not declare an interest at that meeting.

9.29 However, paragraph 8.1 (a) of the Council’s Code of Conduct does not require a declaration of interest if the interest has already been entered on the Member’s Register of Interests.

9.30 The minutes record:-

*“Councillor Hickford presented the Rural Assets OFR. In presenting the review Councillor Hickford informed Members that Cambridgeshire County Council had the largest county farms estate in the country and represented the largest single collective single asset of the Council. A revised valuation of the estate was due to be received by the end of February. A meeting had taken place with tenants at which the OFR was introduced. Despite initial anxiety regarding the review, tenants were broadly positive and provided constructive challenge.*

*It was resolved to:*

*Agree to progress the Rural Assets Outcome Focussed Review to the Phase 3 Design Stage.”*

9.31 Mr Hickford participated in workshop discussions which informed recommendations to the C&I Committee meeting on 23 November 2018. Those discussions included the minimum 4% return and the future management of the estate as set out in paragraph 9.24 above.

9.32 The workshop also included discussion on a stepped improvement charge. The internal audit report identifies that Mr Hickford could have benefited by £1,532 annually as a result of the implementation of a stepped improvement charge.

9.33 A workshop constitutes a meeting for the purposes of the Council’s Code of Conduct. At paragraph 1.5 (c) the Code states that a meeting includes:-

*“Any of the Authority’s advisory groups and executive boards, working parties and panels”*

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- 9.34 However, as Mr Hickford was not present at the C&I Committee meeting on 23 November 2018 at which the recommendations of the OFR were presented, he could not have taken part in any discussions at that meeting.

### *Stepped Improvement Charge*

- 9.35 At the C&I Committee meeting on 23 November 2018 the Rural Assets OFR report was Item 12 on the agenda and was discussed in private session.

### *Member Champion*

- 9.36 The Internal Audit report of 24 June 2019 (copy attached at WC 14) indicates that the Member Champion for the Rural Assets FR was defined in the Outcome Focused Review Overview Document as:-

*“We have recognised in our approach the important role Elected Members must have in determining the scope and outcomes required from reviews, and agreeing the preferred option to deliver those outcomes. Each OFR will have a member champion who will form part of the review team and who will work across committees ensure [sic] that:*

- Review process has been driven by the needs of Cambridgeshire’s citizens.*
- Recommendations are the most logical outcome to deliver efficiencies and value for money*
- We harness the opportunities that are presented to us from working differently be that through automation, designing with communities, or working across organisational boundaries*
- We have considered the implications and opportunities of being part of a wide system of public, private, voluntary and community organisations in all options put forward.”*

- 9.37 The Transformation Manager raised the issue of a potential conflict with the Deputy Chief Executive who then raised the matter with the Chairman of the A&I committee, Councillor A. However, the MO was not consulted.
- 9.38 Mr Hickford participated in OFR workshop discussions which informed recommendations to the C&I Committee.
- 9.39 As we have stated above, a workshop constitutes a meeting for the purposes of the Council’s Code of Conduct.

## 10. Impact of Mr Hickford's conduct on Officers

### *Officer A*

- 10.1 In her meeting with Internal Audit on 9 May 2019 Officer A said 'the team were under fire'.
- 10.2 She went on to tell Internal Audit 'there was pressure on everyone to get the lease agreed. Probably at that point it was pressure from the tenant. However, later on he started copying in people like the Deputy Chief Executive Councillor A who would never normally be copied in to these types of emails.'
- 10.3 Officer A felt that the issues were partly due to who the tenant was.
- 10.4 Officer A had never pushed builders to get things done faster either before the Manor Farm tenancy or after.
- 10.5 Officer A felt Mr Hickford was rude and intimidating. She said he would send angry email after angry email.
- 10.6 Officer A said that Mr Hickford used a phrase a number of times, "*bursting the County Farms bubble*". She believes this was said as councillor, not as a tenant.

### *Officer B*

- 10.7 Officer B believes Mr Hickford used his position to try and influence the way he acted.
- 10.8 Officer B was aware that as Deputy Leader, Mr Hickford was leading a review into the future of the County Farms Team.
- 10.9 Mr Hickford commented to Officer B that his intention was to 'burst County Farms' bubble'.
- 10.10 Officer B believes Mr Hickford was aggressive and derogatory in his emails.
- 10.11 Following his meeting with Officer A on 15 December 2017, Mr Hickford told Officer B 'heads will roll'.
- 10.12 Mr Hickford challenged Officer B at the Council's Tenants' meeting on 24 January 2018 regarding the Improvement Charge letter he had received during which Mr Hickford was extremely aggressive.
- 10.13 Officer B felt bullied and humiliated at that Tenants' meeting.
- 10.14 Officer B's mental health has been severely impacted by Mr Hickford's behaviour towards him.

### *Officer C*

- 10.15 Officer C found his interactions with Mr Hickford challenging.
- 10.16 When Officer C interviewed Mr Hickford regarding the tenancy of Manor Farm, he said to Officer C, 'this will be the first and last time you will ask me questions' which Officer C took as a marker being laid down.

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- 10.17 In meetings with the County Farms Team, Officer C found Mr Hickford extremely intimidating and challenging.
- 10.18 Officer C felt humiliated at a meeting when Mr Hickford asked the County Farms team to leave the meeting so he could discuss next steps with the Transformation Team. He felt this was Mr Hickford's attempt to side-line the team.
- 10.19 At the tenants meeting on 25 January 2018 Officer C was talking to a group of tenants when Mr Hickford went to ask him to talk about the replacement of his barn roof. Although Officer C said it was not the right time or place to discuss that matter Mr Hickford insisted, putting his hand firmly on Officer C's shoulder and restricting his ability to move away. Officer C was shocked by Mr Hickford's action and annoyed with himself at allowing himself to be restrained in such a manner.
- 10.20 At a site meeting with Mr Hickford on 22 January 2018 Officer C was left shaken following remarks made by Mr Hickford.
- 10.21 Officer C found Mr Hickford's comment in an email of 8 March 2018, *"there will be a thorough investigation of the way County Farms handled this project"* threatening and crossing the line into his official capacity.
- 10.22 Officer C's view was that as a Senior Councillor Mr Hickford got what he wanted and had intimidated and threatened Officers.
- 10.23 Officer C believes Mr Hickford was widely known to be a bully by Members and Senior Officers.
- 10.24 Officer C felt himself and the County Farms team were unsupported by the Deputy Chief Executive.

### *Head of Pensions*

- 10.25 The Head of Pensions told us that in meetings Mr Hickford primarily targeted the officer who managed the pension investment portfolio to the extent that that officer lost confidence when presenting reports.

### *Chief Internal Auditor*

- 10.26 The Chief Internal Auditor says that Mr Hickford's conduct towards him changed following the Police executing search warrants.
- 10.27 In October/November Mr Hickford made a complaint against the Chief Internal Auditor to the Chief Executive alleging the leak of confidential information.
- 10.28 Mr Hickford emailed the Chair of Audit with a direct, personal complaint regarding the Chief Internal Auditor's actions and decisions.
- 10.29 As a result of Mr Hickford's conduct towards him, the Chief Internal Auditor found it necessary to engage the Council's employee support, including counselling. His GP also prescribed medication to manage the impact of Mr Hickford's conduct towards him.



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### 11. The Internal Audit Report

11.1 An internal audit was conducted in respect of the tenancy of Manor Farm, Girton (copy internal report at WC 12). The report concluded that there were a number of issues that should be referred to the Monitoring Officer to consider a formal investigation as to whether the Members' Code of Conduct had been breached. Those issues were:-

- (a) Disclosure of Pecuniary Interests;
- (b) Improper use of position;
- (c) Respect;
- (d) Bullying;
- (e) Intimidate or attempt to intimidate;
- (f) Impartiality;
- (g) Disrepute;
- (h) Conflict of interest.

11.2 Mr Hickford met with the Chief Internal Auditor on 16 August 2019. Notes of the meeting are attached to the Chief Internal Auditor's statement at WC 22.

11.3 Mr Hickford told the Chief Internal Auditor he had not felt the need to involve a solicitor as it was not the first commercial lease he had dealt with. He did not feel this lease was really complicated and felt he was able to deal with it himself.

11.4 When asked how he managed communications with Council officers to ensure he received no favourable treatment as he was Deputy Leader, Mr Hickford said:-

*"Really hard not to blur things. Every email was personal email, if some were from my Cllr email it was a mistake. Talking to officers I am the tenant not Cllr, treated as individual and not Cllr. This is a different part of my life, the business that I want to set up – this is my personal life, this is me. I don't want Cllr role involve at all, personal life, personal point of view, always have been. Never once used my Cllr to influence anything at all.*

(last paragraph, page 18 statement attached at WC 22)

*I was talking to the solicitor – [the Legal Officer] from LGSS Law – regarding the Tenancy Agreement because I could get more sense from him than I could from the County Farms team. He was telling me that things were do-able, it was just the County Farms team not wanting to do them. I would contact the County Farms team and they would say that something wasn't possible, but then when I contacted the solicitor he would explain that it would be possible, it was just the County Farms team saying no. I don't think he treated me any different at all, I was speaking to him as Mr Hickford and not Cllr."*

(first paragraph, page 19 statement attached at WC 22)

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- 11.5 When asked whether anyone ever raised with him that there may be a conflict of interest between his role as a tenant and that of councillor, Mr Hickford said:-

*"I can't think of anything."* (page 19 statement attached at WC 22)

- 11.6 When it was suggested that officers had felt pressured and intimidated and that Mr Hickford had a heated and/or confrontational approach to issues, shouting at officers and implying threats, Mr Hickford told the Internal Auditor:-

*"A lot emails and over phone, a lot of frustration, 1) tenant hadn't moved when said, 2) he has an illness, 3) [Officer B] wanted a particular firm to do the refurb but they couldn't, 4) he only asked when they could start not finish this was not discussed, refit and lease out of their depth, frustration on both sides.*

*When we were at the house on the 15<sup>th</sup> December and it wasn't ready, I said come on lets rent somewhere for 6 months, what are we doing here.*

(page 21 statement attached at WC 22)

*It was her remit and she had confirmed it was ready, but it wasn't, frustration yes. Did I overstep the mark, no I don't think I did. If anything, I think I didn't overstep the mark on purpose, there was no point, and XXXXX helped in the situation she was more steady"*

(page 21 statement attached at WC 22)

- 11.7 When it was suggested that it was unusual to involve the Finance Director in a tenancy, Mr Hickford told the Internal Auditor:-

*"I agree there was a hole in the structure since XXXXX [XXXXX, previous Head of Strategic Assets] left, then you have [Officer C] who was struggling then you had [Deputy Chief Executive], poor structure to have, he was drawn in because he had to be – if I wasn't a Cllr I think I would have gone straight to xxxxxxx, to the top."*

(page 22 statement attached at WC 22)

- 11.8 When asked whether he had put pressure on the County Farms team to bring the refurbishment timeline forward by a week, Mr Hickford told the Internal Auditor:-

*"Did we put unfair pressure on the team to move into the property on the 15<sup>th</sup>? no, asking for the works to be completed by the 15<sup>th</sup> was not unreasonable considering all the previous the emails and promises we had had from the, it is not good enough, we moved in, in the end on the 22 December. Our request for works to complete on the 15<sup>th</sup> has to be taken in context with all the previous slippage caused by county farms, yes they came back saying it would be done on the 15<sup>th</sup> but it wasn't."*

(bottom page 22/top page 23 statement attached at WC 22)

- 11.9 When asked whether he had used the phrase 'burst the County Farm bubble' during the tenancy process, Mr Hickford told the Internal Auditor:-

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*"No recollection of that, context of that please, I don't remember saying that."*

*No I don't remember saying that, I feel bad not being able to remember saying that. I'm sure there is more than one side to everything."*

(page 23 statement attached at WC 22)

- 11.10 With regard to the tenancy agreement and the break clause and that officers did not feel able to refuse to include that clause, Mr Hickford told the Internal Auditor:-

*"My memory of the agreement it is a Commercial Agreement, I can't remember who put that bit in, or whether County Farms put it in."*

*It's a business lease, I think the frustration was they were meant to have advanced on obtaining the planning permission for the barn but this was taking a long time. So putting this in the lease was my way of securing my costs because planning permission taking for ever and they weren't skilled in it. They were saying I could start works on the barn etc as soon as we moved in – I'm thinking if I do works and then no planning permission granted I would be out of pocket."*

(page 23 statement attached at WC 22)

- 11.11 It was suggested to Mr Hickford that planning permission was something normally done by a tenant. He was asked why he had not dealt with planning permission himself. Mr Hickford told the Internal Auditor:-

*"County Farm insisted that they would do it, and do it all, I said ok fine, that's why. This was one of the worse things to happen as they couldn't manage the process, I remember a conversation with [Officer B] where [Officer B] was admitting that it [sic] they ever did anything like this again he would do it differently."*

(page 24 statement attached at WC 22)

- 11.12 With regard to the rent abatement, Mr Hickford told the Internal Auditor:-

*"... totally nothing to do with me, came from LGSS and County Farms. First I saw this was in the first draft of the Lease when sent to me. Do you know how I know that – I had to look up the word abatement."*

*my understanding it came from County Farms of LGSS, I believe more County Farms instructing LGSS after speaking to [the Legal Officer]. I didn't expect anything like that in the lease, to me it didn't matter that much, thank god it was in there."*

(page 24 statement attached at WC 22)

- 11.13 When asked why he involved the Deputy Chief Executive and Councillor A in his emails, Mr Hickford told the Internal Auditor:-

*"I don't know, Chair of the estate of County Farms, if I copied him in why, what were the emails about. If I was an individual outside the CC I would want anyone with influence to know what was going on if I did initiate it..."* page 24 statement attached at WC 22)

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- 11.14 When asked whether his meetings and correspondence with officers could have been interpreted by them as opinions or assertions from an elected member, Mr Hickford told the Internal Auditor:-

*“One comment from [Deputy Chief Executive] – gist you have to be clear on your role, and I said I was using personal emails etc. I did not keep it quiet / a secret, everyone knew, tenants, farmers meeting, conservatives, members of the council, it wasn’t something that I going round with neon light but not a secret, was there a conflict of interest? we have champion for domestic abuse who was abused, parent of a child in school advises on schools etc. Any specifics raised with me – no. I was being clear when I had my county hat on and when I didn’t and I don’t think I have had conversations here about the tenancy and farm.”*

(bottom page 24/top page 25 statement attached at WC 22)

- 11.15 The Internal Auditor brought to Mr Hickford’s attention his email of 12 October 2017 (7E page 216 of WC 22) to Officer A in which he said:-

*“with my members hat on, and as CF Champion, I will be looking at how anything can be improved for tenants and for the County Council going forward, and also for the CF staff, so my experience, as painful as it is, does help in this respect.”*

- 11.16 Mr Hickford was asked whether he believed that statement could have influenced officers in their negotiations with him. Mr Hickford told the Internal Auditor:-

*“Only they took it that way I remember writing like anyone trying to do a job we draw on outside experiences, that is the context it was sent in.*

*That’s me trying to do my best and drawing on my experience, I think for me this isn’t a threat and not written as such, and the individual concerned is looking to pin anything on anyone. There might be a hidden agenda there.”*

(page 25 statement attached at WC 22)

- 11.17 When asked to describe his understanding of the house refurbishment process, Mr Hickford told the Internal Auditor:-

*“House needed, hadn’t had anything done, total refurb to the standard of County Farms.*

...

*Yes, if we wanted it painted and floor in the kitchen – basically, anything extra would be included in our tenancy charge.”*

(page 25 statement attached at WC 22)

- 11.18 With regard to the Barn works, Mr Hickford told the Internal Auditor:-

*“2017 barn tenancy secured, looking at the barn, asked when the last inspection done on it I think it was in 2003 (back of my mind) I remember*

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*I said I would get a report done, which said there was blue asbestos everywhere, regulations changed 2012 and set what is acceptable on that basis. The only exception for public buildings [sic] is schools that don't have to have signs when asbestos is present.*

*I got the report sent it to [Officer B], xxxxxxxx [CCC Asbestos & Legionella Co-ordinator] came and looked at the barn roof and said it should have been done, there is a county policy. The question was did it need repairing or does it need removing. I wanted the roof replaced as I believed it needed doing for its use as a public building and I said if needed I would pay for that through a tenant's improvement charge.*

*Everything took a long time – I asked [Officer B] what was happening about the roof, also had correspondence xxxxxxxx. [Officer B] didn't seem to understand the issue and was saying repair the roof and then encapsulate it internally to stop the noise of dogs – what he was saying just didn't make any sense to me.*

*In the end [Officer B] agreed that the roof would be replaced by County Farms. I had said are you replacing it or I will do it through Tenants improvement charge. [Officer B] said they will replace it, then at the North Cambridgeshire tenants meeting in January 2018 [Officer C] comes to me and says we are not going to replace the roof. I said you have agreed to do it, I take [Officer C to Officer B] and asked have you told him you said to me that you will replace the roof and [Officer B] said no, but in the end it was replaced and paid for by CF.*

*Mixed messages – as the end user you are frustrated, I'm thinking planning permission need to be put through, what are going to do with the roof. There was constant poor communication within the team – [Officer B] said he would get CF to pay for the roof replacement, then [Officer C] said he won't because [Officer B] not told him."*

(pages 25 and 26 statement attached at WC 22)

- 11.19 When asked whether County Farms had told him the barn roof would be repaired and he demanded it be replaced, Mr Hickford told the Internal Auditor:-

*"I did not demand but said I would do it through the Tenancy Improvement charge. I have an email to prove this. I remember that."*

(page 26 statement attached at WC 22)

- 11.20 When asked for documentary evidence to show that Officer B had agreed that County Farms would fund the cost of the barn roof replacement, Mr Hickford told the Internal Auditor:-

*"I can't find emails that [Officer B] has agreed, it was told to me verbally. I had already said I would pay for it through a tenancy agreement so why wouldn't I pay for it."* (page 26 statement attached at WC 22)

- 11.21 It was put to Mr Hickford that the barn roof replacement was in the Tenants Improvement Charge letter sent to him on 24 January 2018 (attached at WC 22) but was rejected by Mr Hickford, he told the Internal Auditor:-

*"I rejected it because [Officer B] said that Tenancy Farms would be paying for it.*

*Frustration someone telling you one thing and then another thing happening.*

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*18k to replace the roof, I found a contractor who could do it but had to go through County Farms and I would have saved then 9k. I made one call and gave a quote and [Officer B] said that we can use them as a third party, we can approve them and they are approved by the process, I kept out of it after that, the contractor did get approval and I don't understand how this can be a question..."*

(pages 26 and 27 statement attached at WC 22)

- 11.22 When asked whether he commissioned a Council review of county assets asbestos on the basis of his experience as a tenant, Mr Hickford told the Internal Auditor:-

*"With report I had paid for and blue asbestos I asked xxxxxxxxxx what is the situation and he said that they are all like this, are they not being retained and he said he will have to check. I mentioned to xxxxxxxx at a meeting about this and I have told xxxxxxxxxx and he is going to sort it. I did not demand a review but xxxxxxxxxx said that it is in hand."*

(page 27 statement attached at WC 22)

- 11.23 Mr Hickford was asked to explain his comment in his email of 3 January 2018 when he asked the Officer B, *"your quote would need to go through the procurement process, but my quote did not and could have been actioned straight away"*. Mr Hickford told the Internal Auditor:-

*"1) the fact that I proved this could be done for half the price, 2) once I gave this to the Council why didn't they go out and see if they could have got it even cheaper."*

*The report for the blue asbestos recommended removal of every single aspect, he also distinguished the difference between agricultural and public use, for me the unknown 2012 act related to this, for me the best thing was to get it re-roofed how this as done was not of concern to me."*

*I assumed that the policy had come into place."*

(pages 27 and 28 statement attached at WC 22)

- 11.24 When asked to describe his role in the change of use planning permission, Mr Hickford told the Internal Auditor:-

*"County Farms were going to do the whole process, their project, we would have input, that was their project at their request, they have the skills, and could do it quickly."* (page 28 statement attached at WC 22)

- 11.25 When asked at what point it was agreed that the Council would fund the cost of the change of use planning permission, Mr Hickford told the Internal Auditor:-

*"With a meeting with [Deputy Chief Executive] Jan/Feb in front of [Officer C], nothing was moving forward xxxxxx xxxxxxxxxxxxxx, xxxxx xxxxx, they had no ideal about local planning, nothing was going on and there was an issue, made so complicated by County Farm for an outdoor dog area, was to have it 125 metres away from the barn, I challenged it and said what is the mitigation here, we were told that the old thing was location. We could put sound barriers and fencing, we were told no, they weren't having one of it. Said I cannot agree to this"*



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*as this is what I have been advised, and this is when emails went missing in email exchanges. I had a meeting with [Deputy Chief Executive] in Feb advising I would now project management everything as we were spending so much money on inadequate reports, so I took it over.*

*I got reports that had been got so far and have permission to adapt reports with a cost of £750 but we are changing and adapting reports, then was told not we can't do this. I did freedom of information request for turnaround which was 5 days, my are more over a month for responses.*

*Only project managing it was agreed by [Deputy Chief Executive] that I could, [Officer C] had asked xxxxx xxxxxx [architect] if they had capacity to take on, even [Officer C] knew it wasn't going well, there was nothing from them, but he had always been good, good working relationship, so [Deputy Chief Executive] agreed I would take over cc to [Officer C], after he still tried to say that I was holding everything up not giving all the information to xxxxx xxxxx xxxxxxxxxxxxxxxx.*

*County Farms admitted they did not have knowledge or skills for the barn, I think that there is something in writing."*

(pages 28 and 29 statement attached at WC 22)

- 11.26 With regard to his appointment as Member Champion for the Rural Assets OFR, Mr Hickford told the Internal Auditor:-

*"Can you remind me when I was appointed? As far as I'm concerned after elections in 2017 we looked around September 2017 – so this is specific to the OFR how we could do things better, I wasn't part of it yet, I had nothing to do with that side, because I had done work and in theory was to be a tenant soon, I knew farmers I was in the process so that is why it came about."* (page 29 statement attached at WC 22)

- 11.27 When asked whether he declared any potential conflict of interest prior to accepting the position of Member Champion, Mr Hickford told the Internal Auditor:-

*"No because the whole outcome was to look at stuff put it through the mill and then go to committee at the end, to look at how we can make it better, farms our biggest asset, much discussion about what we could and couldn't do, I was the lead member. The OFR officer in charge at the time was xxxxx xxxxxx was the point of contact. Conflict of interest – where do you draw the line, the benefit is to get the best people into it to do the best they can.*

*When this first happened I wasn't even a tenant and when I did become a tenant I only had a couple of meetings before I was ill anyway so only had a couple of meetings.*

*There was discussion about what we could do with the County Farm Estates because it is only producing a profit of about 1.2% on 300 million pound asset and all members concerned, [Deputy Chief Executive] said at a meeting if we sold the estate we could invest it at a 5% return. The whole idea of the group was to challenge the farm team.*

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*There is a bigger picture here, challenge the team to produce better revenue for the farms, what could possibly happen where im benefitting from it, put rent up or sell the farm and I have a 5 year lease and I have put money into a farm. I don't think that there is anything discussed at these meetings that I am directly benefitting. At the end of the day my farm is on green belt land.*

*It never got to that level, we just spoke about what we could use the land for, it never got to that stage as far as I am concerned."*

(pages 29 and 30 statement attached at WC 22)

- 11.28 When asked whether he declared an interest at the C&I Committee meeting on 26 January 2018 when attending as substitute member for another councillor and presenting the Phase 2 report from OFR, Mr Hickford told the Internal Auditor:-

*"I don't think so. It is just a formality to take it onto the next stage and phase 2 is basically yes we need to dive deeper into this and go into phase 3, no specific decisions that affected me as an individual or tenant." (page 30 statement attached at WC 22)*

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### **12. External Audit Report**

12.1 Mazars were instructed by the Council to conduct an independent review of the internal audit investigation and conclude on the matters involved. A copy of Mazars report and appendices is attached at WC 15.

12.2 The issues Mazars felt should be further considered by the Monitoring Officer in respect of the Code of Conduct were:-

- (a) 26 January 2018 Roger Hickford voted on the decision to progress the Rural Assets OFR to phase 3 which may constitute a breach;
- (b) the extent of Roger Hickford's involvement in discussions regarding the minimum 4% return target set on 23 November 2018;
- (c) the extent of Roger Hickford's involvement in discussions or vote for the possible implementation of the stepped improvement charge and whether this was a conflict of interest;
- (d) Roger Hickford's request of Officer B for information on what rent needed to be put in his application to secure him the tenancy of Manor Farm, Girton;
- (e) emails in Appendix 6 be reviewed in respect of Roger Hickford's conduct and behaviour;
- (f) conduct displayed at paragraph 4.3.30 in respect of Roger Hickford's conduct;
- (g) the memos of Officer A and Officer C be reviewed in respect of Roger Hickford's conduct;
- (h) the impact of matters in paragraphs 4.3.34 – 4.3.37 relating to Mr Hickford's conduct.

12.3 Mr Hickford declined to engage with the External Auditors.

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### 13. Statements obtained by us

#### *The Legal officer*

13.1 The Legal Officer responded to written questions and a signed statement was obtained (attached at WC 16). He stated:-

- (b) he was a Chartered Legal Executive and Senior Property Lawyer employed by LGSS Law since December 2016. On 6 September 2021 LGSS Law was rebranded as Pathfinder Legal Services Ltd;
- (c) he was instructed by the Council to draft and complete a business tenancy agreement to Roger Hickford, pursuant to terms agreed between the Council and Mr Hickford;
- (d) he wrote to Mr Hickford, on behalf of the Council, on 7 June 2017 enclosing a draft Tenancy Agreement for review. The Heads of Terms in his instructions notified him that Mr Hickford was not legally represented hence he had written directly to him;
- (e) it was usual for tenants to approach the Council's legal representatives if they themselves were not legally represented during a transaction. However, they were regularly encouraged to seek their own independent legal advice;
- (f) any questions from Mr Hickford regarding the provisions of the tenancy agreement were not unusual for transactions of that nature and were set out in email correspondence;
- (g) he did not believe Mr Hickford's direct approach to him sought to influence his advice to the County Farms Team. He was bound by professional codes of conduct therefore his advice to the County Farms Team was based solely on his own professional opinion. There was no external influence whatsoever;
- (h) his contact with Mr Hickford was exactly the same as for any other proposed tenant who was not legally represented, regardless of their status. His position within the Council made no difference;
- (i) as he had stated above, Mr Hickford chose not to appoint a legal representative regarding the tenancy. As such, from the outset and on no less than four occasions, including each time he had sent documentation to him in the post, he specifically made the point to Mr Hickford that he represented the Council;
- (j) he made it clear to Mr Hickford that he could not advise him on any of the terms and conditions contained in the Lease, telling him that if he was unsure of the effect of any provision contained therein he should seek independent legal advice before committing to the tenancy.

#### *Officer C*

13.2 Officer C provided responses to written questions and was interviewed by Kirsty Cole. A signed statement was obtained (attached at WC 17). He stated that:-

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- (b) he was Officer C for Cambridgeshire County Council (the Council), a role he had held since 2014. He joined the Council in 1989 in a rural estate management role. Essentially, he was Head of Strategic Assets, since April 2020 reporting to the Assistant Director of Property, but between December 2016 to March 2019 reporting to the Deputy Chief Executive;
- (c) initially xxxxxxxxxxxx was involved in [dealing with] the tenancy of Manor Farm, Girton until his departure from the Council in July 2017. After that, [Officer A] took over the day-to-day issues, supervised by [Officer B]. [Officer B] had delegated authority for day-to-day operational management. He had been, and still was, responsible for managing the Strategic Assets Team, of which the Rural Team is part;
- (d) interviews for new tenancies were done in two stages. He had oversight of all the Council's lettings and he was involved in the second interview relating to Roger Hickford's tenancy of Manor Farm. He had raised concerns about Mr Hickford being a member and a tenant with former Deputy Chief Executive. He had assumed the CEO and Leader of the Council were told. No further direction was given;
- (e) at the time Mr Hickford's tenancy application was being processed he was Deputy Leader of the Council and Chair of the Assets & Investment Committee (A&I). Mr Hickford was Chair of A&I until it changed to Commercial & Investments (C&I) in May 2017 when Councillor [A] became Chair of C&I. Strategic Assets, including County Farms reported to A&I up to 31 March 2017 and then to C&I which first met on 17 May 2017. Mr Hickford's tenancy was not completed until December 2017;
- (f) before the tenancy was offered, he discussed with [Officer B] the likely challenges in dealing with Roger Hickford as a tenant and Deputy Leader. There had been tenants who had been Members before, although they became Members after they became tenants;
- (g) he had not raised his concerns with [Deputy Chief Executive] lightly but on 7 September 2017 he sent an email to him as he felt there was a conflict of interest between Roger Hickford taking a tenancy of the farm, being a Council member and being the Deputy Leader of the Council. Mr Hickford was announced as the Farms Champion at a committee meeting and it was apparent from the reaction of other members that there had not been wide consultation. It was also not apparent what the role of 'Champion' would be. Farms tenants later raised concerns about him being 'Farms Champion';
- (h) before the tenancy had been granted to Mr Hickford, he was already being difficult with officers, initially [Officer A] and then [Officer B]. He and they thought he was using his position as Member and Deputy Leader to negotiate unfairly. At that stage they were talking about a farm building that was in another tenant's control, a planning change of use and terms for the new tenancy, for example a break clause;
- (i) he had not dealt directly with Roger Hickford as a tenant initially but had met him in his role as a Member and Committee Chair. He interviewed him when he applied for the tenancy but became more involved in December 2017 when the refurbishment of the house was being completed. After that they met and wrote to each other but rarely, if

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ever, telephoned. Unusually he copied Councillor [A], the then Chair of C&I, on 4 March 2019 when he wanted to put several tenancy issues on record but not as far as he was aware at any other time;

- (j) it was less common for prospective tenants to copy him into emails and at that stage he would usually have had little contact with them. However, tenants might copy him in with others if they wanted me to be aware of an issue;
- (k) interactions with Roger Hickford were never easy and always challenging but in the course of his work he had had to deal with many difficult people, although, not tenants who were County Council Members involved in committees;
- (l) as a sign of what was to come, when he was interviewed for the tenancy, he said “this will be the first and last time you will ask me questions” or words to that effect. He took that as him laying down a marker. After that (December 2017) he started to have contact with him by email and in person, which increased as [Officer A] was withdrawn and then as Roger Hickford refused to deal with [Officer B];
- (m) from the outset he belittled him, saying that he had not had a grasp of what was happening. That was consistent in the emails on file. His email replies would be rapid, detailed, and sometimes lengthy and difficult to handle alongside many other cases which also required attention. His emails questioned his knowledge and professional ability and felt like an orchestrated campaign to wear him down to get what he wanted. He had little appreciation that there were other cases, other than his own, to be dealt with;
- (n) he always tried to be conciliatory, focussing on the outcome, as he had thought his proposal could be a success if a reasonable agreement could be reached. As the project progressed, he resisted his requests more vigorously, for example, when he wanted the Council to spend more than the allocated budget on the change of use application on the barn;
- (o) he regarded Roger Hickford’s emailing approach as bullying. Meeting him face to face was similar. He was physically imposing and would quickly work himself into a rage, shouting aggressively;
- (p) previously, both tenants who were also Members were able to separate their roles, and he did think it was possible to distinguish between the two. With more senior level support that might have been possible in that case, but with Roger Hickford, because he was so aggressive, it was not possible to separate the roles. The landlord/tenant relationship was usually skewed in favour of the landlord. As landlord’s agent they would normally push back in a negotiation, to the extent that they might suggest that if the terms were not acceptable, they should look for another tenancy. In Mr Hickford’s case, officers had not felt able to do that as the balance was in his favour as effectively, he could put their jobs in jeopardy. It was also difficult to separate his roles when he became ‘Farms Champion’ which further undermined Officers’ position;
- (q) he was more involved with Mr Hickford’s tenancy than he would normally have been, because of his behaviour towards a young, female member of staff, [Officer A] and eventually his refusal to deal with



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[Officer B]. The main consequence was that, with a small team, he was stretched, having to cover some of their work, whilst also dealing with a massive and complicated portfolio sale of land amongst other matters. That pushed him to the limits of his resilience;

- (r) at that time, he was also involved with a strategic review of the Council's rural estate which involved Mr Hickford in his capacity as Chair of A&I and Farms Champion. Before that was completed an 'Outcome Focussed Review' (OFR) was carried out which, amongst other things, looked at outsourcing the work of the Farms team. That involved Mr Hickford as Farms Champion and ran from mid-2017 through to early 2019. An example, in his opinion, of him trying to influence the team was when he said that he wanted to burst the County Farms 'bubble' which he saw as a threat and which he understood as wanting to dispel the view that the County Farms Estate was well run;
- (s) at OFR workshops he proposed ideas that he did not think were sensible, such as shifting the focus of tenancies from farming in the Fens to smaller diversified units in the south of the county, more like the business he was proposing to set up. In smaller meetings with the Farms team, he was extremely intimidating, challenging, raising his voice, to the extent that he frightened some of the staff. He also recalled a meeting when he [Roger Hickford] asked him and the Farms officers to leave so that he could discuss the next steps with the Transformation Team. He found that humiliating, which was possibly his aim, and an attempt to side-line the team;
- (t) internal audit had raised many points about the Manor Farm tenancy and the management of the County Farms Estate. He did not believe that the report was ever finished and many of the conclusions were wrong and would not be sound estate management;
- (u) the formal lease of Manor Farm was dated 20 December 2017 and the keys were handed over on the same day. Mr Hickford pressured Officers and Contractors to complete the building work earlier than the programme initially proposed by the builder. That resulted in difficulties achieving the deadline, resulting in problems after handover and further work done while the tenant was in occupation;
- (v) procurement rules were followed by the County Farms team. In the example raised by Internal Audit, reimbursement of material costs for barn cladding was agreed in advance. However, the approach taken by Mr Hickford by not agreeing the detailed costs in advance risked refusal by Officers which left him exposed rather than the Council;
- (w) a rent abatement was a reasonable and equitable arrangement as he was not able to operate his business and pay a higher rent until he had the planning consent. However, [Officer B] believed that he was pressured into agreeing a level of abatement that was slightly more than might have been expected. The tenancy terms Mr Hickford asked to be included would normally have been included in a side letter rather than in the lease;
- (x) the negotiating position with Roger Hickford was different to other tenants and inevitably matters would have been dealt with differently with another tenant, such as delaying the handover until the work was

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properly completed, avoiding predictable problems for contractors, Officers, and the tenant;

- (y) the team reacted to both Roger Hickford's position as Deputy Leader and the pressure he put on them by his unreasonable approach. He detailed that in an email to *[Deputy Chief Executive]* on 5 January 2018;
- (z) he was not present at a meeting between Mr Hickford and *[Officer A]* on 15 December 2017 but was made aware of what happened. *[Officer A]* wrote a note to *[Officer B]* summarising the incident. He had spoken with *[Officer B]* and suggested sending the note to the Deputy Chief Executive, which he did. The Deputy Chief Executive met with *[Officer B]* and him on 18 December 2017 and he subsequently met with *[Officer A]*. Consequently, he attended the next site meeting with *[Officer A]*. Roger had not attended that meeting as he was delayed in traffic. That was the final meeting before the handover. They then agreed that *[Officer A]* would no longer meet with Roger Hickford;
- (aa) he wrote to *[Deputy Chief Executive]* late on Friday 5 January 2018 saying that the situation with Roger Hickford had deteriorated, was unworkable and that staff wanted an apology for his poor behaviour, that he had abused his position and that he had a conflict of interest. *[Deputy Chief Executive]* had prior to this on 17<sup>th</sup> December 2017 apologised to Roger Hickford for the delays. He recalled the meeting on Monday 8 January 2018 with *[Officer B and Deputy Chief Executive]*. *[Officer B]* and he were told at the meeting that making an allegation of bullying against a member was serious, and they needed to be very sure before making it. That put them off pursuing the matter;
- (bb) he attended the Farm tenants meeting on 25 January 2018. That was an annual meeting with the tenants and was chaired by Roger Hickford with an attendance of about 60 tenants. It was one of two similar meetings held in the North and South of the county in the same week. Officers had given a presentation, like an annual report, and tenants could have asked questions. The Deputy Chief Executive, *[Councillor A]*, and *[another councillor]* (the Chair and Vice Chair of C&I) also attended;
- (cc) before the meeting had begun tenants mingled and talked. He saw *[Officer A]* being confronted by Roger Hickford with her back to the wall. He was effectively blocking her but there was no physical contact. He then came over to him while he was speaking to a group of tenants and asked to talk about the replacement of his barn roof. He had told him that it was not the right time or place to discuss that, but he insisted, putting his hand firmly on his shoulder, restricting his ability to move away;
- (dd) after the meeting ended, he had seen Roger and *[Officer B]* arguing at the front of the room. That was in full view of many people. He could see that *[Officer B]* was flustered so he had gone across to support him. Roger continued to argue vigorously. A short distance away the other Members and Deputy Chief Executive stood talking with their backs turned. They had not intervened which surprised him. Roger then joined them;

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- (ee) he was shocked by Roger's intervention before the meeting and annoyed with himself that he had allowed him to restrain him in the way that he had;
- (ff) he met Roger Hickford on site on 22 January 2018 with other Officers and Contractors to discuss replacing the barn roof. He made sarcastic remarks and subsequently emailed asking why they had attended. He also met him subsequently on his farm by himself when he was loud and argumentative. He had stood up to him and had not allowed him to bully him, but still felt shaken afterwards;
- (gg) on 12 March 2018 he emailed the Deputy Chief Executive expressing his concern at the tone of Roger Hickford's emails and his bullying behaviour. That had initially been experienced by [Officer A] and culminated in her being shouted at, reducing her to tears. She was so badly affected that after several days she was still breaking down in tears and had had to be taken out of the office by colleagues;
- (hh) as [Officer A's] line manager, [Officer B] had become more directly involved although he was latterly withdrawn as his relationship with Roger Hickford had broken down. Roger said he had lied, and he had not wanted to deal with him. Dealing with Roger impacted on [Officer B's] health;
- (ii) it was impossible to separate his position as tenant from that of Deputy Leader, something which was pointed out to the Deputy Chief Executive;
- (jj) Roger Hickford had not put threats in writing other than on 8 March 2018 when he said, "there will be a thorough investigation of the way County Farms handled this project", which he had found threatening and considered it to have crossed the line;
- (kk) it was unusual for the Deputy Chief Executive to attend a meeting on the Farms Estate with him. That was requested by Roger Hickford. The meeting on 11 April 2018 was mainly about the change of use application and a difference of opinion between him, the Council and their planning consultant who was dealing with the application. Roger became angry and there were raised voices on both sides but not the Deputy Chief Executive's. Roger's questions were not constructive but were point scoring to confirm that he was right. He had tried to emphasise that what they wanted was to make progress, not recover old ground. A recurring point was that he and the Farms team did not know what they were doing. When they left in a conciliatory gesture, he had suggested Roger submitted invoices for materials he had paid for, as had previously been agreed, but he turned away to say he would not bother;
- (ll) he sent several emails to the Deputy Chief Executive highlighting Roger Hickford's behaviour and his perception that there was also a conflict of interest (e.g. 17 September 2017, 20 December 2017, 5 January 2018, 22 January 2018, 12 March 2018, and 10 May 2018);
- (mm) it was difficult to say what Roger Hickford was thinking but the result was that as a Senior Councillor he got what he wanted. He said to [Officer B] 'heads will roll'. He also said he would 'burst the County Farms bubble' which staff found intimidating and threatening.

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Generally, he had not made verbal threats to get what he wanted but his nonstop aggressiveness and belittling behaviour made staff feel it was often easier to agree to his demands;

- (nn) in the context of the latest investigation as far as staff past and present were concerned, the general view was that the bullying aspects relating to Manor Farm had been set aside and that the matter was closed. That perhaps highlighted those communications with the Council had been poor and those most impacted had been kept in the dark;
- (oo) he believed Roger Hickford was widely known to be a bully and that that was known by Members and Senior Officers, but nothing was done;
- (pp) he had observed the reaction of other members at Committees, including Conservative colleagues, speculating about what sort of mood he would be in before he entered the room. He also saw him Chair a committee, not C&I, when he thought he had disrespectfully dealt with three female opposition members. He was surprised that none of the other Members reacted;
- (qq) another Member had been drafted in to attend an OFR meeting between Roger, the Deputy Chief Executive, and the Farms team so that Roger behaved better and that was the effect. That showed that there was recognition that he was a problem;
- (rr) concerns were escalated several times and the responses were not supportive. The Deputy Chief Executive apologised to Councillor Hickford. On 22 January 2018 the Deputy Chief Executive said that “any sympathy he had was tainted” referring to previous complaints from another tenant. That made it difficult to take a more robust approach and left staff isolated and unsupported;
- (ss) on 10 May 2018 [*Deputy Chief Executive*] wrote that he had spoken to [*Councillor A*] about Roger Hickford’s behaviour and that [*Councillor A*] would talk to Councillor Count, the Leader. They were told it was up to them to formalise a complaint;
- (tt) at times he had felt sorry for Roger Hickford as he was keen to establish his business. He was passionate about dogs and starting a “doggy day care” business but had no concept of how to behave towards other people to make that happen. Roger Hickford’s behaviour impacted not only on the team’s professional lives but their personal lives as well which was unacceptable.

13.3 It became necessary to obtain further information from Officer C by way of written questions and a supplemental statement was obtained (copy attached at WC 18). Officer C told us:-

- (a) he had been asked to provide further information regarding tenancies and the County Farms estate;
- (b) there were 169 County Farms tenants. Contact with tenants could be by email, letter, telephone or face to face and the frequency would depend on the matters that arose. Contact could be initiated by either Officers or tenants;

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- (c) they got one or two complaints per year from tenants. Those complaints were usually because people had not been awarded a tenancy, related to tenancy renewals or about rent reviews. There had also been two complaints about a compensation payment for land being surrendered, relating to the quantum and then later a delay in the rent adjustment being made;
- (d) he did not recall other complaints from tenants being about project management or the time frame of any work required. Whilst delays could be a frustrating part of building work, they did not usually lead to formal complaints;
- (e) it seemed Mr Hickford's aim was to show that he knew better than Officers, builders and anyone else. He didn't believe he [Roger Hickford] thought anything could be done correctly unless he did it himself;
- (f) he also believed that Roger Hickford's expectations about the timescale for completing the house refurbishment were unrealistic. In an email he said two weeks, the County Farms team said three and the architect said four. The builders said that they required an extra week but worked above and beyond what was reasonable to try and achieve the timescale Roger Hickford wanted;
- (g) no other tenants had been as demanding as Roger Hickford;
- (h) as mentioned in his first statement, there had been two other County Farms tenants who had also been members of the Council although they were no longer tenants. One was Chairman of the County Council, with whom they had had very little contact as a tenant. Any contact would have been face to face or telephone. The other, shortly after he was elected, visited and said that he would not allow his roles to cross over. He attended annual group meetings of tenants and Officers met him on his farm. He had not crossed any boundaries.

### *Officer B*

13.4 Officer B responded to written questions and a signed statement was obtained (attached at WC 19). He stated that:-

- (a) he was Officer B at Cambridgeshire County Council from 1 January 2015 to 31 December 2019. He had managed the County Council's rural assets including re-letting properties when they became vacant. The assets were run by a team of four, including two Principal Surveyors, a Property Administrator and him. There was also a vacancy for a graduate Surveyor;
- (b) as [Officer A] it was [her] responsibility for the day to day management of Manor Farm, Girton and, as such, she was the main point of contact with Mr Hickford. He was her line manager and so she reported matters to him;
- (c) he had had direct dealings with Roger Hickford by email, telephone and in person. Those interactions were generally hostile, with Mr Hickford insisting on getting this way. He refused to listen to what was being said to him unless it suited his way forward. That was on matters pertaining

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to the tenancy agreement itself, repairs that he demanded and in dealing directly with *[the Legal Officer]* at LGSS Law;

- (d) he considered that he was dealing with Mr Hickford as Deputy Leader of Cambridgeshire County Council. From memory, he used his private email address but at no point had he felt that he was not using his position to try and influence matters;
- (e) Mr Hickford raised the matter of how much rent he would have to pay to get the tenancy of Manor Farm before a Council Tenants' meeting at the Oliver Cromwell Hotel on 25 January 2017. He asked how much rent he would have to offer to obtain the tenancy agreement. He had told him that he could not answer that question and he replied something along the lines of, "yes, but how much would I have to pay?" He had again told him he could not answer that question and that there were RICS regulations in place to prevent such questions being answered. He apologised and they then moved to the main meeting;
- (f) he had no doubt that Mr Hickford used his position to try and influence the way he acted. That could be through claiming that he had failed, as he had not done what he wanted. As an example, he had tried to go through the Council's Compliance Officer to get the roof replaced, despite both him and he stating that it was compliant. He raised concerns with *[Officer C]* on a number of occasions, who was very supportive throughout, and later with the Deputy Chief Executive, who was not supportive;
- (g) had it not been for his position as Deputy Leader he would have terminated proceedings and re-advertised the holding;
- (h) at the time he was dealing with Mr Hickford as tenant of Manor Farm he was aware he was leading a review into the future of the County Farms team in his role of Deputy Leader. He raised that a number of times with *[Deputy Chief Executive]* that it was a conflict of interest as that position enabled him to influence the future strategy of the Council's rural estate. *[Deputy Chief Executive]* told him he had raised that with the Monitoring Officer who had advised him that there was no conflict as the review was an advisory rather than a decision making body. *[Deputy Chief Executive]* also accused him of trying to make it personal, to which he responded that it was about a councillor who was also a tenant being in a position to effect changes to the management of a significant asset which could be of benefit to that councillor and that he would have raised the same concerns irrespective of the particular councillor's name;
- (i) his main areas of concern were:-
  - that he could use the review to influence policy to his own benefit as a tenant. An example of that took place in May 2017 when he raised the possibility of tenants purchasing their holdings at a meeting of the Advisory Board, including Councillor [B], and *[Deputy Chief Executive]*;
  - his dislike of xxxxxxxx meant that, although they had won the tender to value the estate in January 2017, *[Deputy Chief Executive]* agreed to xxxxxxxxxxxxxx also being instructed to value the estate at a cost of £25,000. *[Deputy Chief Executive]*



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commented that, as he was Deputy Chief Executive, he could find the additional funds to enable that to take place;

- he commented on more than one occasion that it was his intention to “burst County Farms’ bubble”. He understood that it was Mr Hickford who wanted the future management of the estate (i.e. whether this should be managed in house or by external consultants) included as part of the review.
- (j) he believed the Council met the cost of the barn room replacement because Mr Hickford was the Deputy Leader. His insistence that the Council approved Asbestos Surveyor was wrong and that the Council was in breach of the Management of Asbestos At work Regulations would have been rejected had he not been Deputy Leader. From memory, there were emails from him and xxxxxxxx, the Compliance Officer, stating that the work was done because of his position as Deputy Leader. He was not aware of any specific matters in which Mr Hickford was reimbursed for any expenditure as he had stepped away from that matter immediately after 24 January 2018:

Re-cladding – the Facilities Management team obtained a quotation from an authorised contractor for, he thought, £17,000 or thereabouts. That price was in line with a similar sized building elsewhere on the estate which had been re-roofed (the price of that formed part of a larger tender process through competitive tender). The contractor from whom Mr Hickford obtained a tender was significantly lower than that. He understood that that was paid by the council, rather than Mr Hickford, but his memory may be at fault on that point.

Entry to property – Mr Hickford had not taken possession of the holding before the tenancy agreement was completed.

Rent Abatement – Mr Hickford used his position, and the knowledge that he could threaten them to force through the abatement. The Council had offered abatements previously where properties (normally farmhouses) were not available at the outset of a new tenancy agreement, but he felt that he had had no choice but to agree to there being a rent abatement of the holding until planning permission was obtained because of his position;

- (k) he could not recall specific details but Mr Hickford generally used his personal email account when communicating about the tenancy. However, that had not stopped the tone being aggressive and derogatory throughout and it was not possible to separate his role as Deputy Leader from that of a potential tenant;
- (l) regarding the meeting between [Officer A] and Mr Hickford at Manor Farm on 15 December 2017 he had received a phone call from [Officer A] following that meeting. She was audibly very distressed. He had done his best to reassure her that she had done nothing wrong. She then wrote a note about the meeting which she forwarded to him. He had then forwarded it to [Deputy Chief Executive] on, he thought, 18 December 2017;
- (m) he had spoken to Mr Hickford on that day also. He was told “heads will roll” if matters were not sorted out to his satisfaction. He was abusive

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in tone and it was very clear that his job was at risk if he did not do exactly what he wanted, regardless of whose interest that was in;

- (n) his email to *[Deputy Chief Executive]* on 18 December 2017 stated that Mr Hickford should apologise to both *[Officer A]* and him for his behaviour. He received no response;
- (o) regarding the meeting at the Oliver Cromwell hotel on 24 January 2018, that was the second of two annual tenants' meetings. The meeting was to provide an annual update on what had happened across the estate over the previous 12 months and advise tenants of holdings that were to be advertised for letting that year. Mr Hickford attended as Chair of the Estate Strategy Group (I could not recall the exact name of the steering committee). Councillors X and Councillor A and *[Deputy Chief Executive]* were also in attendance. The meeting had been attended by 30-40 farm tenants and was a formal meeting with the estate tenants;
- (p) Mr Hickford turned on him immediately the formal meeting terminated to ask why the Council was charging an Improvement Charge for the work carried out to the building's roof. That was done following the advice from the Compliance Officer that the roof was compliant with the Management of Asbestos at Work Regulations, rather than as a necessary repair;
- (q) Mr Hickford was extremely aggressive and would not allow him to answer his 'questions'. He had felt bullied and that he was trying to humiliate him in front of the estate tenants in an attempt to make his position untenable. He was aware, though only after he commented on this in passing 12 months later, that *[Deputy Chief Executive]* heard what had happened and was advised by *[Officer A]* and *[Officer C]* that he had spoken to them about the incident in the following days;
- (r) he reported to *[Deputy Chief Executive]* that he felt bullied by Mr Hickford at a meeting when *[Officer C]* was present on 8 January 2018. He was told to be very careful about what he said that it was a very serious allegation. He had felt pressured to say no more. At a subsequent meeting with both *[Deputy Chief Executive]* and *[Officer C]* on 26 February 2018 *[Deputy Chief Executive]* made it very clear with whom his sympathies lay. He was told that he "didn't want this to become a disciplinary matter, but ..." and was shut down when he raised points about Mr Hickford;
- (s) his mental health was severely impacted, to the extent that he remained on anti-depressants and that he felt it prudent to store shotguns, rather than have them at home in a suitable cabinet as he had not felt secure enough to have the weapons at home for 12 months. That cost approximately £900;
- (t) he had not taken time off as the team was under-resourced with another team member on long term sick leave and so he had felt it was not possible for him to have time away to get better. He stressed that that was not because of anything done by *[Officer C]* who was under as much pressure on this and other matters;
- (u) *[Officer C]*, *[Officer A]* and he were all bullied by Mr Hickford and he felt very strongly that that was facilitated by the inaction of *[Deputy Chief Executive]*, to the point that he believed him to be wholly complicit in

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that matter as he was in a position to raise that with the Chief Executive and Leader of the Council. As far as he was aware, he had done neither. He felt he had tried to whistle blow about Mr Hickford's behaviour but that it was not taken at all seriously. *[Deputy Chief Executive]* showed no support whatsoever;

- (v) conversations with *[Officer C]* and *[Officer A]* meant that we they were self-supporting. They had had a gallows humour about them. They had not believed that there was any point in trying to seek redress given the lack of support demonstrated by *[Deputy Chief Executive]*;
- (w) he could not comment on the Audit Report as he was denied access to its findings whilst an employee. He could only say that the audit team were uncommunicative, adversarial and had not wanted to meet to discuss points. It felt very much as though they were seen as guilty without any recourse to a defence.

### *Deputy Chief Executive and Chief Finance Officer*

13.5 The Deputy Chief Executive responded to written questions and a signed statement was obtained (attached at WC 20). He stated that:-

- (a) he had commenced employment at Cambridgeshire County Council (the Council) in January 2013 as Head of Finance and Chief Financial Officer (CFO). The duties of Deputy Chief Executive were added to the substantive role in 2016 when the job was retitled Deputy Chief Executive and CFO;
- (b) the Property Services functions, including asset management, were provided by LGSS until the services were repatriated to the host councils in 2017. It was at that point that the function was integrated into his portfolio of responsibilities;
- (c) he would not normally have got involved in the day to day issues regarding tenancies and had not done so in that case. He had, however, always taken responsibility for the actions and performance of staff, for whom he was responsible. As a result, he sometimes became involved with matters or issues where the customer, user or stakeholder of a service did not feel that their engagement with a service, for which he was responsible, was not being adequately dealt with;
- (d) in his view Mr Hickford's issues had not been handled effectively by the Property Team and, in the knowledge that that function was in his portfolio, he assumed that he hoped that through including him in email exchanges matters would be dealt with more effectively than had been the case. Whilst not a frequent occurrence it was certainly not an isolated incident. At no point had he ever discussed the commercial arrangements of Mr Hickford's tenancy with him, it was only ever focussed on process and commitments/promises made by the service that had not been delivered;
- (e) the conflicts of issue raised with him by *[Officer C]* related to the role that Mr Hickford was given on the Group overseeing the service review process. He had discussed that with the Chair of the Committee and the Chief Executive. Given the fact that the Group had no decision making responsibilities, the Group had cross party representation, and it was highly unlikely that Mr Hickford would directly benefit from the

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review he, along with the aforementioned, agreed that it was sufficient to monitor the review. In addition, Mr Hickford had recorded his interest;

- (f) as far as bullying behaviour was concerned, [Officer B] and [Officer C] used the phrase 'this is bordering on harassment' when they raised it with him. He had had a meeting with them and pushed them on the use of that phrase, as opposed to the term bullying, and they had both agreed that they had deliberately not used the term bullying as they were aware of the implications that would have. Following that meeting he had immediately spoken with the Chief Executive and they agreed that without any formal commitment from the two of them it was difficult to trigger a formal code of conduct process;
- (g) he had spoken with Mr Hickford about the way he spoke to both [Officer B and Officer C] at the end of a tenants meeting in the town of March. That had been as a result of something he had witnessed as opposed to something raised with him by [Officer C]. He had told Mr Hickford that his behaviour was totally unacceptable. Mr Hickford had run through a whole raft of frustrations regarding his perceived incompetence of the Property Team and in particular the two aforementioned managers. After a long conversation Mr Hickford accepted that the manner in which he had dealt with the situation was not appropriate or likely to achieve a productive relationship with the two members of staff. He agreed to speak with the two members of staff and apologise for how he had dealt with his frustrations;
- (h) he no longer had access to his Cambridgeshire County Council diary and therefore could not confirm the date, but he had attended a meeting with officers and Mr Hickford. His observations of how Mr Hickford dealt with the staff was challenging, possibly bordering on aggressive. He was, however, not rude or abusive. There was clearly a lot of tension between the parties. Mr Hickford had been very frustrated by what he believed to be continued incompetence of the staff, not helped by a complete lack of empathy displayed by [Officer B]. He had had to calm tensions between the parties on a number of occasions as matters were heated;
- (i) it was his view that both sides were equally culpable in creating that tension. From his perspective, throughout that meeting, he viewed Mr Hickford as a frustrated client, not as Deputy Leader of the Council. However, Mr Hickford should have been more cognisant of the potential impact that his political role would have on Officers of the Council;
- (j) as above, he was unable to confirm the date, but he had attended a meeting, on site, with [Officer C]. It was not commonplace for him to attend site meetings, but he had attended other meetings with tenants/service users where there were issues/complaints. It was helpful to see the site as that provided additional context to the matters being discussed by the parties. As with other meetings between the two parties, there had been clear tension between them. Both parties were equally abrupt with each other. Mr Hickford had expressed his disappointment in [Officer C's] ability to manage the process effectively in a heated manner on a couple of occasions, but he had generally remained calm and well-reasoned;
- (k) he had attended one other meeting with Mr Hickford but was unable to confirm the date. It followed the clear breakdown in the relationship

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between Mr Hickford and [Officer BJ]. They had not discussed any commercial arrangements between the Council and the applicants but the perceived failures and incompetence of the Property Team;

- (l) he would meet any client who was unhappy with the manner in which a service for which he was responsible was being delivered. That was therefore not an approach exclusive to Mr Hickford;
- (m) Council Officers often suffered the frustrations of members of the public and politicians. Having been subject to libellous claims from a member of the public and aggressive comments by politicians from various parties, for which the Council took no action, he expected he had grown a greater tolerance to poor behaviour than others;
- (n) he believed that Mr Hickford went too far in his treatment of Officers, but he also had a degree of sympathy as there were clear failings by Officers in the management of his case. Mr Hickford always had a robust and challenging approach in his political role and therefore that style was to be expected in the management of his personal business;
- (o) there was a fine line between being very challenging and being aggressive and individuals will determine where that line was drawn. In spite of the failings of the service Mr Hickford should have been more mindful of his political role and the impact that being Deputy Leader would have on Officers of the Council.

### *Head of Pensions*

13.6 The Head of Pensions responded to written questions and a signed statement was obtained (attached at WC 21). He stated that:

- (a) he had joined Cambridgeshire County Council in their Pensions team in 1995. LGSS was established in 2010. He was technically an employee of Northamptonshire County Council under a shared services arrangement but worked under the LGSS banner. In 2014 he was promoted to Deputy Head of Pensions but without a Head of Pensions being in post. A year later he moved formally to the Head of Pensions role. He was currently Head of Pensions at West Northamptonshire Council, responsible for the management and administration of the Cambridgeshire Pension Fund and Northamptonshire Pension Fund;
- (b) he was heavily involved in the Investment Sub-Committee of the Pensions Committee as a consequence of his position as well as attending the main Committee. He attended the Sub-Committee meetings and witnessed Roger Hickford's behaviour firsthand;
- (c) Roger Hickford's behaviour at the Sub-Committee was sometimes problematic. It tended to manifest primarily around investment discussions, occasionally in other areas such as funding. He was also difficult regarding the ACCESS asset pool. He was very knowledgeable on investments. Indeed, he believed that he had formerly helped manage investments in the City. Issues had started to arise in the Sub-Committee broadly at the time of Brexit and particularly with discussions with and around their external advisors. He [Roger Hickford] had primarily targeted xxxxxxxxxx who managed the pension investment portfolio and was a very experienced officer;



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- (d) an example was discussions around xxxxxx, one of the Fund's investment managers. In discussing performance, xxxx said they should be looking at their investments over a longer time horizon of 7 years. Roger Hickford put to xxxx "would you put your career on the line for this?" He had also questioned the purpose of the Council's professional investment advisors and sometimes seemed to discredit their advice as well as that of officers. He recalled him questioning xxxxxx, their Investment Advisors, and producing different xxxxxx performance figures compared to those being provided by xxxxxx in quarterly performance reporting;
- (e) the Sub-Committee meetings were often uncomfortable. His behaviour resulted in xxxx losing confidence when presenting reports. He became less sharp in his delivery. He was forced to overthink to anticipate where and when the next challenge might be. He regained his confidence when Roger Hickford left the Committee and Sub-Committee. xxxxxxxxxxxx was no longer with the organisation, but he remained in touch with him;
- (f) Roger Hickford targeted him less frequently as at the time he had not taken a lead role in advising the Sub-Committee on investments, but there were occasions where he had failed to treat him with respect. A good example would be his refusal to allow him to come in with comments when he felt it was needed at one particular meeting. He also recalled him interrogating him regarding the ACCESS Operator contract during his introduction at the start of a joint Cambridgeshire and Northamptonshire training session, in front of the audience of Committee Members. When he finally got the answer he wanted, he commented "I knew that all along";
- (g) he had worked with a number of different chairmen and vice chairmen. Prior to meetings of the Committee or the Sub-Committee they would hold a pre-meeting to make sure that the chairman and vice chairman were fully briefed and aligned with officers. Roger Hickford did not want to hold pre-meetings whilst he chaired the Committee. That felt to him and his senior management team a deliberate decision so that officers could be challenged in the formal meeting itself; irrespective of the rationale, it had had that effect;
- (h) he had a reputation for being difficult. Those were not isolated incidents. He considered his behaviour sufficiently serious as to warrant raising his concerns with the Democratic Services Officer supporting the Committee, xxxxxxxx. Her view had been that it was borderline bullying. She commented that she had seen worse from him in other Committees. He had then raised his concerns with her senior officer, xxxxxxxxxxxx. She responded that it was difficult to do anything about as the Leader welcomed a degree of challenge of officers, but he did not know if the Leader was aware of the seriousness of his behaviour or its impact. He had not pursued it further at that stage;
- (i) however, a new chair, xxxx was then appointed on 19 October 2017. He could not attend the Investment Sub-Committee on 15 February 2018, so his recollection was that Roger Hickford acted as chair for the meeting. There was another incident regarding his behaviour. He raised that at an away day at Wyboston Lakes with the Fund s151 representative, xxxxxxxxxxxx and the Chair. Both agreed that his behaviour was unacceptable. xxxxxxxxxxxx said that he would ensure the



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behaviour was addressed with Roger Hickford. He believed that the conversation had taken place, albeit another senior Councillor may have been involved, and the feedback he received was that Roger Hickford was aghast that his behaviour was impacting on officers. After that his behaviour improved although he was less prominent as he was ill at this time.

### *Chief Internal Auditor (LGSS)*

13.7 The Chief Internal Auditor responded to written questions and a signed statement was obtained (attached at WC 22). He stated that:

- (a) he was the Chief Internal Auditor for the LGSS Shared Audit, Risk and Fraud service delivering to Cambridgeshire County Council (the Council). He commenced the role in 2016 and stepped back from that role in December 2020 when it was agreed that Internal Audit would report operationally to the Council's s151 Officer;
- (b) that change was mainly due to the impact of the Manor Farm investigation on his wellbeing and in consultation with his line manager, the Council's s151 Officer [*Deputy Chief Executive*] and his GP. It was agreed that his wellbeing would be better served by not being required to operationally manage the Council's part of the shared service;
- (c) the work in respect of the internal audit reports of 24 June 2019 and 27 June 2019 was undertaken by the Council's Audit Manager and Head of Audit. All audit reports were issued in the name of the Chief Internal Auditor. The reports were issued to the Chief Executive and Monitoring Officer with his agreement. The reports were drafted by the Audit Manager and Head of Audit. They discussed and agreed revisions to the draft versions of the reports, as was normal practice for audit reports;
- (d) at that time Roger Hickford was a Member of the Council and Deputy Leader;
- (e) in respect of his investigation he felt he was investigating and dealing with Roger Hickford in his official capacity. Evidence of that included:-
  - Mr Hickford's comments on the Terms of Reference (email 18 February 2019 attached at DW 1) which was sent from his Council email and signed off as Deputy Leader;
  - The invitation to an interview (email 13 August 2019 attached at DW 2) was sent to his official Council email address. That highlighted that the scope included reference to his official role and 'Your Council role as deputy Leader'. His response (within DW 2) was sent from his official Council email address and was signed off as Deputy Leader;
  - He sent notes for confirmation to Mr Hickford's official Council email address (email 21 August 2019 attached at DW 3). He received those agreed from his official Council email address (email 1 September 2019 attached at DW 4) signed by 'Roger Hickford, Deputy Leader, Cambridgeshire County Council';

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- (f) Roger Hickford's conduct towards him, prior to the Police executing search warrants, was restricted to an interview with him in August 2019 at which he was assertive but professional;
- (g) after the Police searches his conduct towards him changed. Mr Hickford appointed Tees solicitors (Tees) to act for him and the Council appointed legal support to co-ordinate the responses to Tees. Correspondence was forwarded to him for response in liaison with the Council's legal support. That process included queries, repeated requests for information, complaints and objections to the processes to complete the work;
- (h) in October/November 2019 Mr Hickford complained to the Chief Executive that he and his team had leaked confidential information. The HR Director investigated the complaint and concluded that confidential information had not been 'leaked';
- (i) Mr Hickford also emailed the Chair of Audit with a direct, personal complaint regarding his actions and decisions;
- (j) he felt bullied and intimidated by Roger Hickford. He found it necessary to engage the Council's employee support, including counselling, and his GP prescribed medication to manage the impact of Roger Hickford's conduct towards him. Following advice he had withdrawn from managing the Council's internal audit service in an effort to safeguard his wellbeing;
- (k) he considered himself a strong person professionally and had handled similarly difficult and sensitive issues previously. It was part of the Chief Internal Auditor's role that audit opinions may not be welcomed by some;
- (l) he had not felt bullied because the audit process(es) were being challenged. Sadly that was expected in such cases. He felt bullied because there was an undercurrent of personalising his conduct rather than any acknowledgement that he was performing his duties, required by and agreed with the Council;
- (m) below were examples of Roger Hickford's bullying manner towards him:-

- (a) In October/November 2019 he was advised that Mr Hickford had complained that he had leaked confidential information with Farm Service staff. As he had said above, that complaint was investigated by the HR Director who found there had been no breach of confidentiality. The conclusion of the investigation is attached at DW 5;

He was told that Mr Hickford's complaint was that he, personally, had breached confidentiality which felt unnecessarily personal.

Despite the conclusion of the investigation Mr Hickford repeated the same allegation in a later email dated 8 July 2020 (attached at DW 6) to the Chair of Audit in which he stated:-

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*"I do have to be careful in what I say, because although officers feel it is appropriate to breach confidentiality, and appear frequently to have done so, I do not. In fact, on the one occasion I did report a breach, the internal investigation came back as the senior officer's actions being "not ideal".*

He was the only officer named in that email. The HR Director's report (copied to Mr Hickford on 6 November 2019) concluded that:-

*"there was not a breach of confidentiality into the Manor Farm Audit."*

*"[Chief Internal Auditor] confirmed that it was not ideal to involve XX but considering the detail and facts it was unavoidable to do what was necessary to finalise this aspect of the report, which more senior managers would by virtue of their distance from operations and length of service not have been able to do."*

Not, as inferred by Mr Hickford, that the HR Director concluded that his actions were 'not ideal'.

Audit staff discussed the audit of the Farms Service (a separate report) with the officers concerned, NOT the Manor Farm audit. Those findings related to Council controls not the Manor Farm tenancy or Mr Hickford. Much later, at the request of the Leader and Chief Executive the reports were combined.

The personalisation of that was intimidating as well as its inaccurate repetition after the complaint had been properly investigated.

- (b) he felt bullied and intimidated by Roger Hickford's email of 8 July 2020 (attached at DW 6). Issues relating to Mr Hickford's conduct were considered within the draft reports but those issues had not yet been fact checked or finalised. He felt it was inappropriate for the Deputy Leader of the Council to email the Chair and Vice Chair of Audit. That intimidated him in seeking to influence the conclusions of his team's work.

As he had already stated, he was the only officer named in the email. There was no apparent recognition that he was performing the Chief Internal Audit role as required, and as agreed, with the Council e.g. the £11,000 spend.

The £11,000 work was approved by him as the authorised budget manager. A senior, experienced councillor knows that officers are authorised to spend within budget. That work was commissioned to comply with a formal request from the Police and, to ensure confidentiality, specialist services were necessary and commissioned. The Chief Executive and Monitoring Officer were aware and happy with that solution.

The additional text from Mr Hickford urging the Chair and Vice Chair 'to start asking questions of officers pertinent to their performance and related costs' was, he felt, a threat of disciplinary/capability that could affect his employment;

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- (c) The correspondence via Tees (including the Subject Access Request and Freedom of Information request) created significant pressure as it evolved into repeated requests for clarification, further information and objection to the proposed steps to complete the work, whilst also asserting that completion of the work was taking too long.

That created a level of pressure he had never experienced before, including again the personalisation of issues (via Tees letter 22 May 2020 attached at DW 7). Mr Hickford asks:-

*"Please confirm who originally commissioned and authorised the internal audit and report. Please identify the individuals."*

The request to 'identify the individuals' he felt was unnecessary. He felt he had sought the identity of individuals for personal complaint/criticism. Mr Hickford had commented on the Terms of Reference and had not objected to the work being undertaken.

- (n) he believed the above examples displayed Mr Hickford's attempts to influence the outcome of the audit investigation;
- (o) he also believed the examples of Mr Hickford's bullying above also showed bullying by Mr Hickford via his legal representatives. In his experience, solicitors took instructions from their clients. Tees were instructed by Mr Hickford and acted on his behalf. He believed the requests and responses spoke for themselves;
- (p) during that period he advised the Chief Executive that in the light of the continued criticism/queries by Tees, the Council might benefit from an external review of the audit process and conduct of the investigation;
- (q) the independence of local government internal audit was well documented in best practice (Public Sector Internal Audit Standards) and the need to commission external assurance was illustrative of how he felt undermined. The conclusions of Counsel was illustrative that he and his team acted correctly. However, that had not seemed to reduce the level of challenge;
- (r) he found himself fearful of exercising his professional judgment on those matters without obtaining multiple stakeholder agreement as it always felt like any decision would be criticised;
- (s) ultimately, in the autumn of 2020 he sought support from his line manager. He also consulted his GP who prescribed medication to help him tackle the stress and anxiety the situation caused. That resulted in formal advice that he needed to distance himself from the Council for the sake of his personal wellbeing;
- (t) in light of the above, he suggested to the Chief Executive the audit work be reviewed (again) and be completed by external professionals. He understood Mazars were appointed to finalise the audit work and he was advised that their conclusions were largely the same as the Internal Audit reports, if not stronger in their conclusions regarding Mr Hickford;

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- (u) that Mazars had not highlighted any material problems in the Internal Audit work or conclusions illustrated that that created significant and unnecessary cost for the Council. He believed it also illustrated that the challenges to himself and Internal Audit were unfounded and designed to intimidate.

### *Councillor B*

13.8 Councillor B was interviewed by Gill Thompson on 8 December 2021 and a signed statement was obtained (attached at WC 23). They stated that:-

- (a) they held a senior position in the political leadership of the Council since May 2021. They sat on the General Purposes Committee and the Commercial and Investments Committee which covered the Farms estate from 2015 - 2019;
- (b) they had a copy of the Audit reports and was aware of the recommendations made in those reports;
- (c) some of the allegations arising out of the Audit reports, about the way the Officers in the County Farms team were treated by Roger Hickford in an aggressive manner was not a big surprise, although the extent of it was. Councillor B was aware that Roger Hickford also treated Officers in other teams in the same aggressive, bullying manner;
- (d) Councillor B witnessed behaviour in the summer of 2020 towards the previous Director of Public Health in a meeting at which a number of other Members present. Councillor B did not think the way she had been spoken to was appropriate;
- (e) following the meeting Councillor B had sent the Director of Public Health an email asking if she was okay and asked whether she wanted Councillor B to do anything about the way she had been treated;
- (f) subsequent to the elections in May 2021 Councillor B was approached by two members of staff, both of whom had since left the Council due to the way they were treated by Roger Hickford and another member;
- (g) one member of staff mentioned a particular meeting at which he had been screamed and yelled at by Roger Hickford and had been threatened with the destruction of his career. That member of staff went off sick for several months, returning briefly before leaving the Council as he felt unable to work there any longer;
- (h) Councillor B didn't think he had had another job to go to and believed that a relatively young senior manager leaving the Council with no job to go to was a shocking position to be in. His description of the way he had been treated by Roger Hickford and another member was pretty horrific;
- (i) over the years, she had personally found Roger Hickford very difficult to work with. The way she and the Leader of the Labour Group were treated was, at times, pretty awful. It was an aggressive culture, not just against Officers, but also against other Members;

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- (j) the County Farms team was not a team Councillor B worked closely with so although Councillor B was mildly aware of issues regarding Roger Hickford's conduct towards those Officers, it was only hearsay. Councillor B was not aware of Roger Hickford's conduct being worse towards the Officers in that team than others;
- (k) Councillor B was aware that Roger Hickford had been leading the County Farms Outcome Focused Review. However, it was not until the General Purposes Committee meeting at which he was required to leave the meeting that Councillor B had become aware that he was taking on a farm tenancy of a property within the County Farms Estate. In her view, those two things going on at the same time was deeply inappropriate and was a conflict of interest;
- (l) Councillor B was also aware that Roger Hickford became Farms Champion but, again, she was not aware that he was a County Farms tenant until the General Purposes Committee meeting at which he was required to leave the room. Again, Councillor B believed that created a conflict of interest;
- (m) that was, and remained, a great concern. Had Roger Hickford not been a tenant there would not have been any major concern regarding a conflict of interest, just his broader behaviour towards others;
- (n) Councillor B did believe there were some quite serious misjudgements by Officers as well as Members in not making things clearer.



**14. Reasoning as to whether there have been failures**

14.1 Whilst Mr Hickford is no longer a Member of the Council and not subject to the Code, we have been asked to consider whether his conduct, when in office, would have been a breach of the Council's Code of Conduct at the time.

14.2 We have considered the following elements of the Code:-

- (a) Official Capacity (paragraph 1.1 of the code) – **section 15** of this report;
- (b) Respect (paragraph 2.1 of the code) – **section 16** of this report;
- (c) Bullying (paragraph 2.2(b) of the code) – **section 17** of this report;
- (d) Impartiality (paragraph 2.2(d) – **section 18** of this report;
- (e) Disrepute (paragraph 2.2(e) - **section 19** of this report;
- (f) Improper use of position (paragraph 4.1) - **section 20** of this report;
- (g) Misuse of Council resources (paragraph 5.1(a) - **section 21** of this report;
- (h) Interests (paragraphs 8 and 10) – **section 22** of this report;

**15. Official Capacity**

15.1 Section 27(2) of the Localism Act 2011 requires the Council to adopt a code of conduct dealing with the conduct that is expected of members of the Council *“when they are acting in that capacity”*.

15.2 The Council's Code of Conduct reflects the requirement of section 27(2) of the Localism Act and states at paragraph 1.1:-

*“This Code applies to you whenever you are acting in your capacity as a member of Cambridgeshire County Council (“CCC”) including:*

- (a) When acting as a representative of the authority;*
- (b) In taking any decision as an individual Cabinet Member or Ward Councillor;*
- (c) At briefing meetings with officers;*
- (d) When corresponding with the authority other than in a private capacity”.*

15.3 Though relating to the former 2007 model code of conduct, the Upper Tribunal decision in *MC v Standards Committee of the London Borough of Richmond* [2011] UKUT 232 (AAC) is a helpful distillation of the previous High court cases on capacity, those being – *Livingstone v Adjudication Panel for England* [2006] EWHC 2533 and *R(Mullaney) v Adjudication Panel for England* [2009] EWHC 72. The principles stated in MC are:-

- (a) was the Councillor, as a matter of ordinary English, actually conducting the business of their authority, including the business of the office of councillor?*
- (b) A fact sensitive approach is required to the above.*
- (c) The question is one for the tribunal to determine, not a reasonable observer.*

15.4 In *McTigue, Middlesbrough Council* (2009) APE 421 (a decision of the former Adjudication Panel for England), Councillor McTigue made a series of postings on the forum of the Middlesbrough Evening Gazette using the pseudonym “Indie” which related to wheelie bin collections and were alleged to be insulting of a local resident. Councillor McTigue argued that she was not acting in her official capacity as all her comments on the forum were made in her private time and all using the pseudonym “Indie”. The tribunal:-

*“...accepted that even if it became clear from the forum that an individual who was posting on the forum was a councillor, the Code of Conduct would not automatically be engaged. The question was whether in the postings on the forum the councillor was deemed to be, or gave the impression that he or she was, “acting in the role of councillor”. This was fact-sensitive and would very much depend on the content of the postings.”*

15.5 The tribunal concluded that Councillor McTigue had given the impression that she was acting as a councillor, giving examples of a number of posts where she had referred to her work as a ward member.

- 15.6 Care must be taken in applying a tribunal case from a period when the relevant code of conduct (that set out in a national model) was expressed to apply not only when a member was carrying out their role as such but also when they gave that impression. However, *McTigue* is helpful in providing an example of how the principles of MC can be applied. When Councillor *McTigue* posted on the forum as “Indie” she was not acting as a councillor when commenting about matters in general. Despite the lack of identification as a councillor in her user name, she was acting as a councillor when the content of her posts concerned ward matters.
- 15.7 Guidance to the Local Government Association’s (LGA) Model Code of Conduct includes:-

***“When does the Code apply?”***

*S27(2) of the Localism Act 2011 says that a local authority must adopt ‘a code dealing with the conduct that is expected of members and co-opted members of the authority when they are acting in that capacity.’*

*The term ‘capacity’ is not further defined in the Act. However, the Model Code states that:*

***The Code of Conduct applies to you when you are acting in your capacity as a councillor which may include when:***

- *you misuse your position as a councillor*
- *your actions would give the impression to a reasonable member of the public with knowledge of all the facts that you are acting as a councillor.*

*This means it applies when you are carrying out your official duties, for example when you are considering or discussing local authority business, either as a councillor or representing the local authority on an outside body.*

*There is no formal description of what the role of a councillor is, but aside from formal local authority business it would include promoting and representing the local authority in the local community and acting as a bridge between the community and the local authority. The LGA’s Guidance for new councillors is a helpful reference point.*

*The code does not, therefore, apply solely when you are in local authority meetings or on local authority premises.*

*The code applies to all forms of communication and interaction, including:*

- *at face-to-face meetings*
- *at online or telephone meetings*
- *in written communication*
- *in verbal communication*
- *in non-verbal communications*
- *in electronic and social media communication, posts, statements, and comments.*
- *This includes interactions with the public as well as with fellow councillors and local authority officers.*

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### **Acting as a private individual**

*For something to fall within the code there must be a clear link to a local authority function or your role as a councillor. For example, an argument with a neighbour which does not relate to local authority business would not engage the code, even if your neighbour happens to know you are a councillor and therefore complains to the local authority about being treated disrespectfully.”*

15.8 As MC states, the question is whether as a matter of ordinary English, was the Councillor actually conducting the business of their authority, including the business of the office of councillor? The substance of an interaction, rather than outward appearance, is decisive. The LGA guidance highlights the need for there to be a link between the conduct complained of and the Council’s functions or the councillor’s role.

15.9 The question can arise as to whether a councillor is indeed acting in an official capacity if they are misusing their position. A helpful test in these situations can be to ask whether the conduct is something that only a councillor can undertake.

15.10 The LGA Model Code is expressed to apply:-

*“...when you are acting in your capacity as a councillor which may include when:*

- *you misuse your position as a councillor*
- *Your actions would give the impression to a reasonable member of the public with knowledge of all the facts that you are acting as a councillor”*

15.11 Though the Council’s code does not refer to it applying when a councillor gives the impression of acting as such, the LGA guidance is still helpful in addressing whether an attempt to misuse a position as a councillor is acting as such. The LGA guidance includes:-

### ***“In what circumstances might I give the impression to a reasonable member of the public that I was engaged on local authority business?***

*When you use or attempt to use your position as a councillor to seek to gain an advantage for yourself or someone close to you or to disadvantage someone this is an attempt to misuse your position and therefore falls within the scope of the Code of Conduct.*

*A number of factors will need to be taken into account to determine whether or not you had used or attempted to use your position as a councillor.*

*For example:*

- *writing to someone on local authority headed paper or using a local authority email address may lead someone to assume you were writing in your capacity as a councillor*
- *handing out a business card where you describe yourself as a councillor may also lead to that assumption*
- *wearing official local authority regalia.*

### **Examples**

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*Attempting to misuse your position as a councillor would include if you threaten to use your position improperly to block someone's planning, licence or grant application. In effect you would be doing something that only a councillor could do even if as a matter of fact, you did not have the power to do so. That may include an assumption, for example, that you would put inappropriate pressure on officers or fellow councillors or lobby behind the scenes for a particular outcome. It should not be up to a member of the public to have to work out whether you are in fact on a planning committee."*

15.12 Although Mr Hickford predominantly used his personal email address, he also corresponded, on occasion, using his Council email address. Moreover on occasion, even when ostensibly acting in a private capacity, he commented on Council business and commented on things that other tenants would not.

15.13 Mr Hickford sent an email on 4 October 2017 to Officer A, copied to Officer B. The email was sent from his Council email address and referred to his request for his pre-application to be received by a senior officer at South Cambridgeshire District Council (SCDC). Mr Hickford was previously a member of SCDC.

15.14 Mr Hickford sent an email on 11 October 2017 (page 188 of WC 3) to Officer A, copied to Officer B. The email was again sent from his Council email address and, whilst mostly referring to the tenancy, the final paragraph stated:-

*"Obviously, with my members hat on, and as CF Champion, I will be looking at how anything can be improved for tenants and for the County Council going forward, and also for the CF staff, so my experience, as painful as it is, does help in this respect."*

15.15 Mr Hickford sent an email on 15 December 2017 to Officer C (pages 9, 10 of WC 4). This and subsequent emails were sent from Mr Hickford's personal email address. He said *"I request an urgent meeting with yourself regarding the failure of County Farms to have Manor Farm ready for occupation as scheduled."*

15.16 Mr Hickford sent an email on 30 December 2017 (6I page 185 of WC 3) to Officer A, copied to Officer B and KB in which he said *"I wish to know who from CF signed off this project so the keys could be handed over..."*

15.17 Mr Hickford sent an email on 24 January 2018 (7F page 221 of WC 3) to Officer A and KB, copied to Officer C and Officer B in which he said *"And to keep you in the loop as to what CF are doing, there are now ongoing investigations planned for other CF buildings let out for commercial use."* We do not consider this is information other tenants would be party to.

15.18 Mr Hickford sent an email on 27 April 2018 to Officer C (page 203 of WC 3), copied to Deputy Chief Executive, KB and Officer A. The second paragraph of that email contained:-

*"there are things that are erroneous within the application process, primarily the apparent lack of communication from SCDC, and also within the refusal notice, but nothing will change the officer decision. These process issues can be looked at in the fullness of time..."*

15.19 As can be seen from the examples above, Mr Hickford addresses officers personally. He also copied in senior officers and other members.

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- 15.20 We therefore consider that a reasonable person would believe that on numerous occasions Mr Hickford communicated with officers in his official capacity.
- 15.21 We also consider that a reasonable person would believe that as Mr Hickford attended Tenants' meeting on 24 January 2018 in his capacity as Chair of the County Farm Estate Strategic Review Working Group he was acting in his official capacity.
- 15.22 Several officers have told us that they found it difficult to distinguish whether Mr Hickford's actions were in a private or an official capacity. Several have commented that they did not believe that it was possible to separate the two roles. Even when Mr Hickford was ostensibly acting in a private capacity, he referred on occasion to matters which directly related to his role as a councillor. We believe that Mr Hickford also found it difficult to separate his roles of tenant and Deputy Leader.
- 15.23 Mr Hickford also copied more senior Officers and other Members into his emails regarding his tenancy. We would suggest, for example, that it would be unusual for a tenant to copy the Deputy Chief Executive into emails regarding a tenancy. In that regard we find that Mr Hickford was using his position as a senior councillor, even when ostensibly acting in a private capacity.
- 15.24 Emails between officers reference Mr Hickford's position as a councillor, indicating they were dealing with him in that capacity.
- 15.25 Mr Hickford was also allowed a number of concessions such as the break clause in the lease which several witnesses have attested would not have happened for any other tenant.
- 15.26 In some instances Mr Hickford was overtly acting in an official capacity. In others, the evidence given by officers supports the conclusion that it was not possible to separate the two roles given Mr Hickford's behaviour and comments.
- 15.27 We believe the roles of tenant and councillor are so intertwined as to be inseparable. Mr Hickford uses knowledge he could only have obtained as a councillor and uses threats, thereby using his official position, regarding the future of the County Farms team.
- 15.28 We have therefore concluded that, in respect of the matters the subject of our investigation, Mr Hickford was acting in an official capacity and was therefore subject to the Code of Conduct



**16. Respect**

- 16.1 Respect is specifically referred to in the Council's Code of Conduct at paragraph 2.1, which states:-

***"2.1 You must treat others with respect."***

- 16.2 The requirement to treat others with respect must be viewed objectively. Account should be taken of the member's intent and how their behaviour would reasonably be perceived.

- 16.3 The Council's Code of Conduct states:-

*"The Code is underpinned by the following principles of public life which should be borne in mind when interpreting the meaning of the Code:*

*.....*

***"Leadership*** *Holders of public office should promote and support these principles by leadership and example."*

- 16.4 'Leadership' is one of the seven principles of public life. The Committee on Standards in Public Life (CSPL) guidance, defines the leadership principle as (the words underlined were added by CSPL on 5<sup>th</sup> November 2021:

*"Holders of public office should exhibit these principles in their own behaviour and treat others with respect . They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs."*

- 16.5 It is clear from the Council's code that the principles are intended to be a guide to interpretation of the main code provisions which start with general obligations at paragraph 2. However, that respect forms part of the leadership principle indicates the significance and importance of this element of the code.

- 16.6 The Standards Board for England Case Review 2010 (2011 Edition) provides guidance by indicating a 'rule of thumb' comparison. Q15 of the Case Review 2010 advises that:-

*"A very clear line has to be drawn between the Code of Conduct's requirement of respect for others, including members of the authority with opposing views, and the freedom to disagree with the views and opinions of others. In a democracy, members of public bodies should be able to express disagreement publicly with each other."*

- 16.7 A rule of thumb is expressed in this comparison:

*"You're talking drive!" is likely to be an acceptable expression of disagreement.*

*Calling someone an "incompetent moron", on the other hand, is more likely to be a failure to comply with paragraph 3(1).*

*We can see that the first comment is aimed at the expression of an idea or argument. The second is aimed at the person and their personal characteristics".*

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16.8 Whilst some care must be taken in adopting wholesale a test applicable to a provision of the former national model code, it is the personalisation of comments that cause the user to breach the Code. The conduct must be unreasonable, unwarranted and personalised. In considering whether comments are disrespectful, regard must be had to the right to free speech in Article 10 of the European Convention on Human Rights (see below regarding *Heesom v Public Services Ombudsman for Wales* [2014] EWHC 1504).

16.9 We note the approach taken by the former Adjudication Panel in *Capon v Shepway District Council* [2008] APE 0399, conveniently summarised by the Case Review 2010 at page 32 as:-

*“A tribunal considered the threshold for a failure to treat others with respect. The councillor made comments about the town clerk at a parish meeting saying that an officer found her “difficult to get on with”. The councillor added that “this is also the view of many towns’ people who say that when they try to contact the town clerk, she is downright rude to them”.*

16.10 The tribunal considered that the threshold for a failure to treat another with respect has to be set at a level that allows for the passion and frustration that often accompanies political debate and the discussion of the efficient running of a council. It should also be set within the context of who was involved in the exchange.

16.11 In that case, the comments were opinions of other individuals which the member honestly believed to be true. The member’s conduct was not unfair, unreasonable or demeaning to the Town Clerk and not made in a malicious or bullying manner. The Town Clerk was very experienced in her dealings with councillors and given her seniority was entirely able to defend her position. Therefore, the tribunal decided that the threshold was not reached.

16.12 We have also had regard to the right to freedom of speech on political matters set out in Article 10 of the European Convention on Human Rights (ECHR) as considered in *Heesom v Public Services Ombudsman for Wales* [2014] EWHC 1504, where it was held:-

- Article 10 of ECHR protects not only the substance of political comment but the form in which it is conveyed;
- a degree of the immoderate, offensive, shocking, disturbing, exaggerated, provocative, polemical, colourful, non-rational and aggressive is to be tolerated;
- political comment includes comment on public administration and the adequacy of the performance of public duties by others, but not gratuitous personal comments;
- whilst civil servants are open to criticism, there is a public interest that they are not subject to unwarranted comments that disenable them from performing public duties and undermines public confidence;
- there is a need to weigh up the public interest in protecting civil servants against enhanced protection for political comment.

16.13 The Standards Commission for Scotland Annual Report 2017/18 states:-

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*“Holders of public office must respect all other holders of public office and employees of the Council or Public Body and the role they play, treating them with courtesy at all times.”*

16.14 The Local Government Association Model Councillor Code of Conduct Guidance (LGA Guidance) published in July 2021 states:-

*“Disrespectful behaviour can take many different forms ranging from overt acts of abuse and disruptive or bad behaviour to insidious actions such as bullying and the demeaning treatment of others. It is subjective and difficult to define. However, it is important to remember that any behaviour that a reasonable person would think would influence the willingness of fellow councillors, officers or members of the public to speak up or interact with you because they expect the encounter will be unpleasant or highly uncomfortable fits the definition of disrespectful behaviour.*

*Examples of disrespect in a local government context might include rude or angry outbursts in meetings, use of inappropriate language in meetings or written communications such as swearing, ignoring someone who is attempting to contribute to a discussion, attempts to shame or humiliate others in public, nit-picking and fault-finding, the use of inappropriate sarcasm in communications and the sharing of malicious gossip or rumours.*

*Disrespectful behaviour can be harmful to both you and to others. It can lower the public’s expectations and confidence in you and your local authority and councillors and politicians more generally. It influences the willingness of fellow councillors, officers and the public to speak up or interact with you because they expect the encounter will be unpleasant or uncomfortable. Ongoing disrespectful behaviour can undermine willingness of officers to give frank advice, damage morale at a local authority, and ultimately create a toxic culture and has been associated with instances of governance failure.”*

16.15 With regard to freedom of expression, the LGA Guidance states:-

*“Freedom of expression is protected more strongly in some contexts than others. In particular, a wide degree of tolerance is accorded to political speech, and this enhanced protection applies to all levels of politics, including local government. Article 10 protects the right to make incorrect but honestly made statements in a political context but it does not protect statements which the publisher knows to be false. Political expression is a broad concept and is not limited to expressions of or criticism of political views but extends to all matters of public administration including comments about the performance of public duties by others. However, gratuitous personal comments do not fall within the definition of political expression.*

*Public servants such as local government officers are subject to wider levels of acceptable criticism than other members of the public when matters of public concern are being discussed. However, the limits are not as wide as they are for elected politicians such as councillors. Officers do not necessarily have the same right of reply to such comments as councillors do and councillors should take care not to abuse or exploit this imbalance.”*

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16.16 As can be seen above, acceptable political comment includes comment on public administration and the adequacy of the performance of public duties by others, but not 'gratuitous personal comments'.

16.17 *Heesom* shows that communications may be lawful but that they do not necessarily contribute to efficient and effective public administration. This has been recognised by the LGA in a recent publication on civility in public life. The LGA is working closely with WLGA, COSLA and NILGA to coordinate a programme of work primarily aimed at:

- articulating good standards for anyone engaging in public and political discourse;
- understand the scale and impact of intimidation and abusive behaviour on our membership organisations, and develop recommendations for achieving positive debate and public decision-making on a local level;
- to support our members and all democratically elected local representatives in addressing intimidation and abuse, so they deliver the best on behalf of their communities.

16.18 In his emails to officers and others working on behalf of the Council, Mr Hickford was extremely demanding and very critical of all those involved in the Manor Farm tenancy. In some of those communications there were veiled threats about the future of the County Farms Team, for example:-

*"bursting the County Farms' bubble";* (Officer A note attached at WC 5)

*"heads will roll";* (paragraph 14 Officer B Statement attached at WC 19)

*"I asked for a senior officer to receive this application and ensure it was turned around in the appropriate timescale, the same officer that took it to a combined meeting of SCDC Planning East and West to get discussion and pre-approval for the pre-application. I did give the name of this officer to you before the pre application was sent. However, as I learned at the beginning of the meeting with the architect, the application was sent to the generic address for SCDC Planning and therefore did not go to the senior officer."* (7A page 200 of WC 3)

*"These process issues can be looked at in the fullness of time."* (6D page 175 and 7B page 201 of WC 3)

*"And to keep you in the loop as to what CF are doing, there are now ongoing investigations planned for other CF buildings let out for commercial use."* (7F page 221 of WC 3)

16.19 We consider that comments made by Mr Hickford along the lines of 'the County Farms bubble has to end, you can't project manage anything. You have a terrible track record and I won't stand for it. No one will take responsibility for anything' were made in his official capacity. No other tenants would be aware of the County Farms 'track record' or the project management of properties other than their own (paragraph 5 Officer A note of site meeting 15.12.2017 attached at WC 5)

16.20 Officer B spoke to Mr Hickford following his meeting with the Officer A on 15 December 2017. At paragraph 14 of his statement (attached at WC 19) Officer B told us:-

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*"I spoke to Mr Hickford on that day also. I was told "heads will roll" if matters were not sorted out to his satisfaction. He was abusive in tone and it was very clear that my job was at risk if I did not do exactly what he wanted, regardless of whose interests this was in."*

- 16.21 We consider the comment 'heads will roll' was a direct threat to the County Farms team.
- 16.22 Mr Hickford also copied more senior officers and other Members into his emails regarding his tenancy. The Deputy Chief Executive told us that whilst not an isolated example, it was not typical with other tenants.
- 16.23 Mr Hickford was also allowed concessions such as the break clause in the lease which several witnesses have said would not have happened for any other tenant.
- 16.24 The Tenants Meeting on 24 January 2018 was attended by Mr Hickford in his capacity of Chair of the County Farms Estate Working Group. He therefore attended that meeting in his official capacity.
- 16.25 With regard to Mr Hickford's conduct at the Tenants Meeting on 24 January 2018, Officer A made a note (attached at WC 6) which recorded:-

*"I could see Roger keep looking over towards me whilst I was talking to other people. I was talking with xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx. Roger approached and asked to have a quiet word with me.*

*He stood very close to me so I was stuck between the chairs at the back of the room and him, cutting me off from the people I was just talking to. He had effectively got me in a corner so I couldn't get away from him.*

*He asked me why I had not been replying to his emails. I said I had spoken with [Officer C] and he said he would respond to him so I did not need to. He then leaned in very close to me and said who told me to write the letter regarding the tenants improvement charge for the barn roof. I replied that it was [Officer C and Officer B]. He looked extremely angry. He said that [Officer C] had told him I was in charge of the project which is why he then emailed me, I said I was acting with help from [Officer C and Officer B] on this.*

*He then said did I feel like 'piggy in the middle' in this situation because that's how it came across to him. I said that was the nature of being an agent and that I have to follow CCC policy and that I check things with my bosses- [Officer B and Officer C]. He said he felt that [Officer B and Officer C] were influencing me too much and that he didn't get to see any of 'me' coming through on this project. He thought I had more to give to the role and I wasn't being allowed to do so. I felt very uneasy with this suggestion and his behaviour so replied thank you but that I have to follow the procedures and that we will get the matter sorted one way or the other. I said that the Council does have a lot of procedures in place and I appreciate they frustrate everyone involved, including us at times, but they must be followed and surely he comes across this a lot in his role within CCC. He replied that yes but CCC is changing everywhere apart from CF and that we must move with the times. This was to be a big part of the OFR and as a new-ish member of the team I would be well placed to give my view on this. He was still standing very*



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*close to me and leaning in on me as he spoke. I found it all very intimidating.*

*He then said [Officer B] is eyeballing him so he best stop talking to me."*

- 16.26 With regard to Mr Hickford's conduct at the Tenants Meeting on 24 January 2018, at paragraphs 16, 17 and 18 of his statement attached at WC 19, Officer B told us:-

*"Regarding the meeting at the Oliver Cromwell hotel on 24 January 2018, this was the second of two annual tenants' meetings. The meeting was to provide an annual update on what had happened across the estate over the previous 12 months and advise tenants of holdings that were to be advertised for letting that year. Mr Hickford attended as Chair of the Estate Strategy Group (I cannot recall the exact name of the steering committee). Councillors xxx and [Councillor A and Deputy Chief Executive] were also in attendance. The meeting was attended by 30-40 farm tenants and was a formal meeting with the estate tenants.*

*Mr Hickford turned on me immediately the formal meeting terminated to ask why the Council was charging an Improvement Charge for the work carried out to the building's roof. That was done following the advice from the Compliance Officer that the roof was compliant with the Management of Asbestos at Work Regulations, rather than as a necessary repair.*

*Mr Hickford was extremely aggressive and would not allow me to answer his 'questions'. I felt bullied and that he was trying to humiliate me in front of the estate tenants in an attempt to make my position untenable. I am aware, though only after he commented on this in passing 12 months later, that [Deputy Chief Executive] heard what had happened and was advised by [Officer A] and [Officer C] that he had spoken to them about the incident in the following days."*

- 16.27 With regard to Mr Hickford's conduct at the Tenants Meeting on 24 January 2018, Officer C told us in his statement at WC 17:-

*"... This was an annual meeting with the tenants and was chaired by Roger Hickford with an attendance of about 60 tenants. It was one of two similar meetings held in the North and South of the county in the same week. Officers gave a presentation, like an annual report, and tenants could ask questions. The Deputy Chief Executive, Councillor [A], and Councillor xxxxxxxx (the Chair and Vice Chair of C&I) also attended.*

*Before the meeting began tenants mingled and talked. I saw [Officer A] being confronted by Roger Hickford with her back to the wall. He was effectively blocking her but there was no physical contact. He then came over to me while I was speaking to a group of tenants and asked to talk about the replacement of his barn roof. I told him that it was not the right time or place to discuss this, but he insisted, putting his hand firmly on my shoulder, restricting my ability to move away.*

*After the meeting ended, I saw Roger and [Officer B] arguing at the front of the room. This was in full view of many people. I could see that [Officer B] was flustered so I went across to support him. Roger continued to argue vigorously. A short distance away the other*



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*Members and Deputy Chief Executive stood talking with their backs turned. They did not intervene which surprised me. Roger then joined them.*

*I was shocked by Roger's intervention before the meeting and annoyed with myself that I had allowed him to restrain me in the way that he did."*

(paragraphs 28 – 31, pages 6 and 7 of statement attached at WC ??)

- 16.28 With regard to Mr Hickford's conduct at the Tenants Meeting on 24 January 2018, the Deputy Chief Executive told us:-

*"I did speak with Mr Hickford about the way he spoke to both [Officer B] and [Officer C] at the end of a tenants meeting in the town of March. This was as a result of something I witnessed as opposed to something raised with me by [Officer C]. I told Mr Hickford that his behaviour was totally unacceptable. Mr Hickford ran through a whole raft of frustrations regarding his perceived incompetence of the Property Team and in particular the two aforementioned managers. After a long conversation Mr Hickford accepted that the manner in which he had dealt with the situation was not appropriate or likely to achieve a productive relationship with the two members of staff. He agreed to speak with the two members of staff and apologise for how he had dealt with his frustrations." (paragraph 8 page 3 of statement attached at WC ??)*

- 16.29 At paragraph 15 of his statement attached at WC 19, Officer B told us that he has received no apology from Mr Hickford for the way he was spoken to at the Tenants Meeting on 24 January 2018.

- 16.30 We are unaware of whether Officer A received an apology from Mr Hickford for his conduct at the Tenants Meeting on 24 January 2018.

- 16.31 In relation to a meeting he attended between officers and Mr Hickford, at paragraph 10, page 3 of his statement, the Deputy Chief Executive also told us:-

*"It is my view that both sides were equally culpable in creating this tension. From my perspective, throughout this meeting, I viewed Mr Hickford as a frustrated client, not as Deputy Leader of the Council. However, Mr Hickford should have been more cognisant of the potential impact that his political role would have on Officers of the Council."*

- 16.32 Officer B, told us:-

*"I had direct dealings with Roger Hickford by email, telephone and in person. Those interactions were generally hostile, with Mr Hickford insisting on getting this way. He refused to listen to what was being said to him unless it suited his way forward. This was on matters pertaining to the tenancy agreement itself, repairs that he demanded and in dealing directly with [the Legal Officer] at LGSS Law.*

*I considered that I was dealing with Mr Hickford as Deputy Leader of Cambridgeshire County Council. From memory, he used his private email address but at no point did I feel that he was not using his position to try and influence matters."*

(paragraphs 4 and 5, page 2 of statement attached at WC 19)

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*"I have no doubt that Mr Hickford used his position to try and influence the way I acted. This could be through claiming that I had failed, as I had not done what he wanted. As an example, he tried to go through the Council's Compliance Officer to get the roof replaced, despite both him and me stating that it was compliant..."*

*Had it not been for his position as Deputy Leader I would have terminated proceedings and re-advertised the holding."*

(paragraphs 7 and 8, page 3 of statement attached at WC 19)

- 16.33 With regard to asbestos in the barn roof, two options were put forward for dealing with this issue (pages 44 0 46 of WC 54):

*"1) Completely remove the asbestos (HSE's preferred option)  
2) Carry out repair and removal of damaged asbestos make the building watertight and carry out internal encapsulation to manage the risk from a"*

- 16.34 In his email to the Compliance Officer and Officer C of 25 January 2018, Officer B wrote:-

*"Option 1 was taken because RH would not accept Option2. We had both explained that Option 2 would be compliant, but this was not deemed acceptable by RH.*

*In effect, we had to take Option 1 Because of RH's position as Deputy Leader."* (pages 44 – 46 of WC 4)

- 16.35 In an email dated 8 October 2019 (G6, page 146 of WC 3) the Head of Pensions told the Internal Auditor:-

*"After I took over the role of Deputy Head of Pensions/Head of Pensions in 2014 I had identified that Cllr Hickford was an extremely knowledgeable but assertive member of the Pensions Committee. He had considerable influence over the affairs and decisions of particularly the Investment Sub-Committee, which deals with operational investment matters, especially after he took over the role of Chairman from Cllr xxxxx.*

*This assertiveness, in my opinion, started to reach unacceptable levels over the period summer 2016 to late 2017. For example there was extreme challenge of our professional advisors...*

*There was also, in my opinion, bullying, particularly directed at one of the members of my team...*

*xxxx has recently indicated to me that his experience of what he perceived as bullying over a number of Committee cycles has had a lasting impact on his presentation of papers at meetings."*

- 16.36 The Head of Pensions reported Mr Hickford's behaviour to Democratic Services and it was agreed that he would discuss the matter with the new Pensions Committee Chairman which he did after a training event.

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16.37 The Head of Pensions says in his email of 8 October 2019 (G6 page 146 of WC 3):-

*"Both Cllr xxxxx and xxxxxxxxxx agreed Cllr Hickford's behaviour needed to be addressed. I indicated I would have to consider removing officers from supporting the Committee if it was not addressed..."*

*I can confirm that thereafter Cllr Hickford's behaviour when present at Committee was fine."*

16.38 The Protocol on Member/Officer Relations states:-

**"5. Member/Officer Working**

5.1 *The relationship between officers and Members should be characterised by mutual respect and courtesy and recognition of each other's roles and responsibilities. Members have the right to challenge officers' reports and actions, but they should avoid personal and or/public attacks, and ensure their criticism is fair and constructive.*

*Officers should not publicly criticise Council decisions even if they do not personally agree with those decisions.*

5.2 ...

5.3 *Officers work to the instructions of their managers not individual Members.*

5.4 *Members must not require officers to change their professional advice or take any action which the officer considers unlawful or illegal or which would amount to maladministration or breach of a statutory duty.*

5.5 *Members should not raise matters relating to the conduct or capability of a Council officer or of officers collectively at meetings held in public or in the press. Any concerns should be raised using the procedure set out at paragraph 12.1 below."*

16.39 Paragraph 12 of the Protocol refers to 'Complaints/Concerns'. Paragraph 12.1 states:-

**"12. Complaints/Concerns**

***Procedure for Members***

12.1 *If a Member is dissatisfied with the conduct, behaviour or performance of an officer they should raise the matter privately with the relevant Executive Director or Director. If their concerns relate to an Executive Director or Director the concern should be raised with the Chief Executive. If the concerns relates to the Chief Executive then the concern should be raised with the Monitoring Officer."*

16.40 Whilst not relevant to Mr Hickford's conduct towards Officers when negotiating the tenancy of Manor Farm and related works, the Protocol is relevant to Mr Hickford's conduct towards the Chief Internal Officer.

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16.41 The Chief Internal Auditor provided examples of Mr Hickford's conduct towards him at paragraph 14, page 4, 5 and 6 of his statement attached at WC 22. He told us:-

*“(a) In October/November 2019 I was advised that Mr Hickford had complained that I had leaked confidential information with Farm Service staff. As I have said above, that complaint was investigated by the HR Director who found there had been no breach of confidentiality...”*

*I was told that Mr Hickford's complaint was that I, personally, had breached confidentiality which felt unnecessarily personal.*

*Despite the conclusion of the investigation Mr Hickford repeated the same allegation in a later email dated 8 July 2020 ... to the Chair of Audit in which he stated:-*

*“I do have to be careful in what I say, because although officers feel it is appropriate to breach confidentiality, and appear frequently to have done so, I do not. In fact, on the one occasion I did report a breach, the internal investigation came back as the senior officer's actions being “not ideal”.*

*I am the only officer named in that email. The HR Director's report (copied to Mr Hickford on 6 November 2019) concluded that:-*

*“there was not a breach of confidentiality into the Manor Farm Audit.”*

*“[Chief Internal Auditor] confirmed that it was not ideal to involve XX but considering the detail and facts it was unavoidable to do what was necessary to finalise this aspect of the report, which more senior managers would by virtue of their distance from operations and length of service not have been able to do.”*

*Not as inferred by Mr Hickford, that the HR Director concluded that my actions were ‘not ideal’.*

*Audit staff discussed the audit of the Farms Service (a separate report) with the officers concerned, NOT the Manor Farm audit. Those findings related to Council controls not the Manor Farm tenancy or Mr Hickford. Much later, at the request of the Leader and Chief Executive the reports were combined.*

*The personalisation of this was intimidating as well as its inaccurate repetition after the complaint had been properly investigated.*

*(b) I felt bullied and intimidated by Roger Hickford's email of 8 July 2020. Issues relating to Mr Hickford's conduct were considered within the draft reports but those issues had not yet been fact checked or finalised. I felt it was inappropriate for the Deputy Leader of the Council to email the Chair and Vice Chair of Audit.*

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*That intimidated me in seeking to influence the conclusions of my team's work.*

*As I have already stated, I am the only officer named in the email. There was no apparent recognition that I was performing the Chief Internal Audit role as required, and as agreed, with the Council e.g. the £11,000 spend.*

*The £11,000 work was approved by me as the authorised budget manager. A senior, experienced councillor knows that officers are authorised to spend within budget. This work was commissioned to comply with a formal request from the Police and, to ensure confidentiality, specialist services were necessary and commissioned. The Chief Executive and Monitoring Officer were aware and happy with that solution.*

*The additional text from Mr Hickford urging the Chair and Vice Chair 'to start asking questions of officers pertinent to their performance and related costs' is, I feel, a threat of disciplinary/capability that could affect my employment.*

- (c) *The correspondence via Tees [Mr Hickford's solicitors] (including the Subject Access Request and Freedom of Information request) created significant pressure as it evolved into repeated requests for clarification, further information and objection to the proposed steps to complete the work, whilst also asserting that completion of the work was taking too long.*

*That created a level of pressure I have never experienced before, including again the personalisation of issues (via Tees letter 22 May 2020...). Mr Hickford asks:-*

*"Please confirm who originally commissioned and authorised the internal audit and report. Please identify the individuals."*

*The request to 'identify the individuals' I feel was unnecessary. I felt he sought the identify of individuals for personal complaint/criticism. Mr Hickford had commented on the Terms of Reference and had not objected to the work being undertaken.*

16.42 The Chief Internal Auditor told us:-

*"I did not feel bullied because the audit process(es) were being challenged. Sadly that is expected in such cases. I felt bullied because there was an undercurrent of personalising my conduct rather than any acknowledgement that I was performing my duties, required by and agreed with the Council. (paragraph 13, page 3, 4 of statement attached at WC 22)*

...

*I found myself fearful of exercising my professional judgment on these matters without obtaining multiple stakeholder agreement as it always felt like any decision would be criticised.*

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*Ultimately, in the autumn of 2020 I sought support from my line manager. I also consulted my GP who prescribed medication to help me tackle the stress and anxiety the situation caused. That resulted in formal advice that I needed to distance myself from the Council for the sake of my personal wellbeing.*

*In light of the above, I suggested to the Chief Executive the audit work be reviewed (again) and be completed by external professionals. I understand Mazars were appointed to finalise the audit work and I am advised that their conclusions were largely the same as the Internal Audit reports, if not stronger in their conclusions regarding Mr Hickford.*

*That Mazars did not highlight any material problems in the Internal Audit work or conclusions illustrates that this created significant and unnecessary cost for the Council. I believe it also illustrates that the challenges to myself and Internal Audit were unfounded and designed to intimidate.”*

(paragraphs 19-21, pages 6 and 7 of statement attached at WC 22)

16.43 With regard to Mr Hickford’s conduct towards officers, Councillor B told us:-

*“Some of the allegations arising out of the Audit reports, about the way the Officers in the County Farms team were treated by Roger Hickford in an aggressive manner was not a big surprise, although the extent of it was. I am aware that Roger Hickford also treated Officers in other teams in the same aggressive, bullying manner.*

*I witnessed behaviour in the summer of 2020 towards the previous Director of Public Health in a meeting at which a number of other Members present. I did not think the way she was spoken to was appropriate.*

(paragraphs 4 and 5 page 2 of statement attached at WC 23)

...

*Subsequent to the elections in May 2021 I was approached by two members of staff, both of whom have since left the Council due to the way they were treated by Roger Hickford and another member.*

*One member of staff mentioned a particular meeting at which he had been screamed and yelled at by Roger Hickford and had been threatened with the destruction of his career. That member of staff went off sick for several months, returning briefly before leaving the Council as he felt unable to work there any longer.*

*I don’t think he had another job to go to and I believe that a relatively young senior manager leaving the Council with no job to go to is a shocking position to be in. His description of the way he had been treated by Roger Hickford and another member was pretty horrific.”*

(paragraphs 7, 8 and 9, pages 2 and 3 of statement attached at WC 23)

16.44 With regard to Mr Hickford’s conduct generally, Councillor B told us:-

*“Over the years, I personally found Roger Hickford very difficult to work with. At that time I was Leader of the Opposition and the way I and the*



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*Leader of the Labour Group were treated was, at times, pretty awful. It was an aggressive culture, not just against Officers, but also against other Members.” (paragraph 10 of statement attached at WC 23)*

- 16.45 The key elements of finding a failure to treat others with respect are that the conduct is personalised, unreasonable and unwarranted.
- 16.46 It is evident that Mr Hickford's comments in meetings and emails were directed at individual officers and therefore his comments were personalised.
- 16.47 It is clear from comments made by those we have spoken to that some believe Mr Hickford's comments were unreasonable and unwarranted.
- 16.48 It is also clear that Mr Hickford's conduct towards individual officers at the tenants meeting in January 2018, behaviour at meetings with members of the County Farms team, as evidenced in their emails and the audit reports, was also personalised.
- 16.49 It is evident that some of the officers subject to Mr Hickford's criticism were senior officers, others were not.
- 16.50 We accept that Mr Hickford may have found the tenancy process frustrating but we believe his behaviour crossed the boundary of acceptable behaviours on occasions into personalised attack and criticism.
- 16.51 Moreover, Mr Hickford's behaviour was not confined to his interaction with members of the County Farms Team. His behaviour towards the Head of Pensions, officers supporting the Investment Sub-Committee and Pensions Committee portfolio, the Chief Internal Auditor and other officers shows a pattern of bullying behaviour and failure to treat others with respect.
- 16.52 Mr Hickford has declined to engage with the investigation.
- 16.53 The enhanced protection given to political comments under Art. 10 of the ECHR, which can include scrutinising the performance of public duties by others, must be considered against the need to protect civil servants from gratuitous personal comments which may disenable them from performing their public duties.
- 16.54 *Capon* indicates that the threshold for finding a failure to treat others with respect must allow for the exercise of the passions and frustrations which often accompany political debate. Further, civil servants, particularly those with experience and seniority, are expected to be familiar with the arguably intemperate language used by members and able to defend their positions if challenged or criticised.
- 16.55 We consider that Mr Hickford's conduct, particularly towards Officer A, Officer B and the Chief Internal Auditor, did disenable them from performing their public duties.
- 16.56 It is reasonable that others might take issue with Mr Hickford's comments both in emails and in meetings.
- 16.57 However, it is clear from the case law and guidance outlined above that a degree of the potentially offensive or aggressive is to be tolerated in the political sphere.

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- 16.58 We consider that when attending the site meeting with Officer A on 15 December 2017 Mr Hickford was ostensibly acting in his capacity as a tenant. However, when he made comments along the lines of 'everything County Farms undertake is awful, the project management is appalling' and 'The County Farms bubble has to end, you can't project manage anything. You have a terrible track record and I won't stand for it' he crossed the line into acting in his official capacity.
- 16.59 We consider Mr Hickford's conduct towards Officer A, Officer B, Officer C, the Head of Pensions, officers supporting the Investment Sub-Committee and Pensions Committee and the Chief Internal Auditor was disrespectful.
- 16.60 It evident that Mr Hickford failed to distinguish between his official and private capacities, both in his behaviour and comments made by him, which we consider is further evidence of him acting in his official capacity.
- 16.61 We have therefore concluded that Mr Hickford's conduct both written and verbal caused him to breach paragraph 2.1 of the Council's Code of Conduct.

**17. Bullying**

- 17.1 Bullying is specifically referred to in the Council's Code of Conduct at paragraph 2.2 (b). It states:-

**“2.2. You must not:**

**(b) bully any person;”**

- 17.2 Q20 on page 41 of the Case Review 2010 states:-

*“Standards for England defines bullying as offensive, intimidating, malicious, insulting or humiliating behaviour by an individual or group of individuals, based on abuse or misuse of power or authority, which attempts to undermine an individual or a group. It can have an impact on a council's effective use of resources and provision of services. Officers who are subject to bullying are frequently away from their posts, sometimes for extended periods, on sickness or stress-related leave.*

*Conduct is unlikely to be considered as bullying when it is an isolated incident of a minor nature, or when the behaviour by both the complainant and the member contributed equally to the breakdown in relations.”*

- 17.3 Q21 on page 41 of the 2010 Case Review, in relation to who decides whether someone has been bullied, states:-

*“Ultimately a standards committee, the First-tier Tribunal or the courts will decide. They are likely to use an objective test. If an officer, member or member of the public thinks that a member has bullied them, the conduct will be looked at through the eyes of a notional reasonable member of the public who looks at the conduct objectively.*

*Equally, while members may not consider their conduct has constituted bullying, it is likely to be seen as such if a notional reasonable member of the public who looks at the conduct objectively would regard it as bullying.”*

- 17.4 Q24 on page 42 of the 2010 Case review looks at what constitutes evidence of bullying and states:-

*“Although many minor acts can cumulatively amount to bullying, the subjective general view of the victim or witness needs to be supported by objective evidence of action that can amount to bullying. Anyone alleging a pattern of bullying conduct should provide some examples of the words or actions used.*

*In contrast, general statements such as “the member has repeatedly intimidated and denigrated me” are not adequate. The victim or witness should describe the specific conduct they are concerned about, providing dates, times, locations and descriptions of the demeanour of the person concerned.*

*This is not intended as an exhaustive list but as an indication of the kind of evidence needed. A number of cases considered by the tribunal*

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have concerned the bullying of officers and members. This bullying conduct has included:

- *Abusive or threatening verbal contact.*
- *Circulating inappropriate emails critical of officers and fellow members.*
- *Making allegations about officers in newspapers, letters, emails or in person, both in the company of the officers' colleagues and either in public or circulated to the public.*

### 17.5 The LGA Guidance states:-

*"Bullying, harassment, discrimination and victimisation (either directly or indirectly) are unacceptable and should not be tolerated. It is important to recognise the impact such behaviour can have on any individual experiencing it, as well as on the wider organisation in terms of morale and operational effectiveness.*

*Bullying may be characterised as offensive, intimidating, malicious, insulting or humiliating behaviour, an abuse or misuse of power that can make a person feel vulnerable, upset, undermined, humiliated, denigrated or threatened. Power does not always mean being in a position of authority and can include both personal strength and the power to coerce through fear or intimidation. Bullying may be obvious or be hidden or insidious. Such conduct is usually part of a pattern of behaviour which attempts to undermine an individual or a group of individuals, is detrimental to their confidence and capability, and may adversely affect their health.*

*...*

*Some bullies lack insight into their behaviour and are unaware of how others perceive it. Others know exactly what they are doing and will continue to bully if they feel they are unlikely to be challenged. Bullying can sometimes be overlooked, as a result of common euphemisms being used by way of explanation or justification, referring to someone as having a "poor leadership style" or a "bad attitude", for example, or to the problem being due to a "personality clash".*

*You should always be mindful of the overall potential impact of the behaviour on others. First and foremost, bullying can have a significant impact on the recipient's well-being and health. Bullying can have an impact on a local authority's effective use of resources and provision of services. Officers who are subject to bullying are frequently away from their posts, sometimes for extended periods, on sickness or stress-related leave. Bullying can impact on a councillor's ability to represent their residents effectively. It can also discourage candidates from standing in local elections, making local authorities less representative of their communities, and impacting local democracy.*

*Like disrespectful behaviour, bullying can be difficult to define. When allegations of bullying are considered it's likely that the person handling the complaint will consider both the perspective of the alleged victim, and whether the councillor intended their actions to be bullying. They*

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*will also consider whether the individual was reasonably entitled to believe they were being bullied.”*

- 17.6 At his site meeting with Officer A on 15 December 2017 (Officer A's note attached at WC 5), Mr Hickford was clearly unhappy with the property. Whilst this conversation may have appeared to have begun in his private capacity, as soon as he refers to his role as a councillor he crossed the line into his official capacity.
- 17.7 Mr Hickford's comments along the lines of 'the County Farms bubble has to end, you can't project manage anything. You have a terrible track record and I won't stand for it. No one will take responsibility for anything' (Officer A's note attached at WC 5) were comments we do not consider any other tenant would make. Indeed, other tenants would not be aware of County Farms 'track record' or project management of County Farms other than in respect of their own tenancy.
- 17.8 Mr Hickford attended the Tenants meeting on 24 January 2018 as Chair of the County Farms Estate Working Group and therefore attended in his official capacity.
- 17.9 Officer A made a note of her interaction with Mr Hickford at the tenants meeting on 24 January 2018 (copy attached at WC 6):-

*“I could see Roger keep looking over towards me whilst I was talking to other people. I was talking with xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx. Roger approached and asked to have a quiet word with me.*

*He stood very close to me so I was stuck between the chairs at the back of the room and him, cutting me off from the people I was just talking to. He had effectively got me in a corner so I couldn't get away from him.*

*He asked me why I had not been replying to his emails. I said I had spoken with [Officer C] and he said he would respond to him so I did not need to. He then leaned in very close to me and said who told me to write the letter regarding the tenants improvement charge for the barn roof. I replied that it was [Officer C] and [Officer B]. He looked extremely angry. He said that [Officer C] had told him I was in charge of the project which is why he then emailed me, I said I was acting with help from [Officer C] and [Officer B] on this.*

*He then said did I feel like 'piggy in the middle' in this situation because that's how it came across to him. I said that was the nature of being an agent and that I have to follow CCC policy and that I check things with my bosses- [Officer B] and [Officer C]. He said he felt that [Officer B] and [Officer C] were influencing me too much and that he didn't get to see any of 'me' coming through on this project. He thought I had more to give to the role and I wasn't being allowed to do so. I felt very uneasy with this suggestion and his behaviour so replied thank you but that I have to follow the procedures and that we will get the matter sorted one way or the other. I said that the Council does have a lot of procedures in place and I appreciate they frustrate everyone involved, including us at times, but they must be followed and surely he comes across this a lot in his role within CCC. He replied that yes but CCC is changing everywhere apart from CF and that we must move with the times. This was to be a big part of the OFR and as a new-ish member of the team I would be well placed to give my view on this. He was still standing very*

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*close to me and leaning in on me as he spoke. I found it all very intimidating.*

*He then said [Officer B] is eyeballing him so he best stop talking to me."*

- 17.10 Officer A told the Internal Auditor (Auditor's notes attached at WC 7) that she believed the pressure on everyone to get the lease agreed was from Mr Hickford in his private capacity.
- 17.11 However, the notes from Officer A's meeting with Internal Audit on 9 May 2019 (attached at WC 7) state that Mr Hickford started to copy in the Deputy Chief Executive and Councillor A in his emails, people who would not normally be copied in to such emails.
- 17.12 The Internal Audit notes of 9 May 2019 go on to say that when Mr Hickford raised the issue of asbestos he said it needed looking at across the whole County Farms estate (page 2, Auditor note attached at WC 7). This is not a matter any other tenant would raise.
- 17.13 Officer A noted that Mr Hickford told the contractors on site who he was, stating he was more in charge than they (the Council) were (page 2 Auditor note attached at WC 7). Again, this is not a comment any other tenant would make.
- 17.14 Officer A told the Internal Auditor that Mr Hickford used the phrase "*bursting the County Farms bubble*" and felt she was being shouted at by her employer (penultimate paragraph, page 2 Auditor note attached at WC 7). We do not consider such comment would be made by any other tenant and consider it was made Mr Hickford's official capacity. Mr Hickford was therefore using his position as a senior member of the Council as a means to exert pressure and undue influence on the County Farms team.
- 17.15 Officer A told the Internal Auditor that she was upset by Mr Hickford's conduct towards her and felt intimidated (paragraph 3, page 2 Auditor note attached at WC 7). Following her meeting on site with Mr Hickford on 15 December 2017, she wished to avoid contact with Mr Hickford without another officer present.
- 17.16 We consider that Mr Hickford's conduct towards Officer A displayed an aggressive and bullying pattern of behaviour which is detrimental to the role of councillor and to the Council.
- 17.17 In his meetings with Internal Audit on 9 and 13 May 2018 (attached at WC 24), Officer C said (page 1) that the insistence of modifying the tenancy agreement would not have been done for any other tenant and he believes Officer B felt pressured by Mr Hickford.
- 17.18 With regard to the change of use planning permission, Officer C does not believe that Officer A would have done this for any other tenant and that it was an unusual arrangement (page 1 Audit note attached at WC 24)
- 17.19 At paragraphs 11 – 13 of Officer C's statement attached at WC 17 he told us:-

*"Interactions with Roger Hickford were never easy and always challenging..."*

*As a sign of what was to come, when he was interviewed for the tenancy, he said "this will be the first and last time you will ask me*



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*questions” or words to that effect. I took that as him laying down a marker.*

...

*From the outset he belittled me...*

17.20 At paragraph 19 of his statement attached at WC 17, Officer C told us that in meetings with the County Farms Team he found Mr Hickford extremely intimidating and challenging.

17.21 Officer C told us that he *“felt humiliated”* [paragraph 19 statement attached at WC 17] at a meeting when Mr Hickford asked the County Farms team to leave the meeting so he could discuss next steps with the Transformation Team. He felt this was Mr Hickford’s attempt to side-line the team.

17.22 At the tenants meeting on 25 January 2018 Officer C told us that he was talking to a group of tenants when Mr Hickford went to ask him to talk about the replacement of his barn roof. Officer C told us:-

*“I told him that it was not the right time or place to discuss this, but he insisted, putting his hand firmly on my shoulder, restricting my ability to move.”* [paragraph 29 statement attached at WC 17]

17.23 At a site meeting with Mr Hickford on 22 January 2018 Officer C was left shaken following *“sarcastic remarks”* (paragraph 32 statement attached at WC 17) made by Mr Hickford.

17.24 Officer C found Mr Hickford’s comment in an email of 8 March 2018, *“there will be a thorough investigation of the way County Farms handled this project”* threatening and crossing the line into his official capacity (paragraph 36 statement attached at WC 17).

17.25 Officer C view was that as a Senior Councillor Mr Hickford got what he wanted and had intimidated and threatened Officers.

17.26 At paragraph 41 on page 8 of his statement (attached at WC 17) Officer C told us that he believes Mr Hickford was widely known to be a bully by Members and Senior Officers.

17.27 We consider that Mr Hickford’s conduct towards Officer C displayed a pattern of behaviour which is detrimental to the role of councillor and to the Council.

17.28 In respect of the Tenants Meeting on 24 January 2018, at paragraph 18 of his statement (attached at WC 19) Officer B told us:-

*“Mr Hickford was extremely aggressive and would not allow me to answer his ‘questions’. I felt bullied and that he was trying to humiliate me in front of the estate tenants in an attempt to make my position untenable.”*

17.29 The impact of Mr Hickford’s conduct towards Officer B was such that he also told us:-

*“My mental health was severely impacted, to the extent that I remain on anti-depressants and that I felt it prudent to store shotguns, rather than have them at home in a suitable cabinet as I did not feel secure enough*

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*to have the weapons at home for 12 months.”* (paragraph 20 statement attached at WC 19)

- 17.30 We consider that Mr Hickford’s conduct towards Officer B displayed a pattern of behaviour which is detrimental to the role of councillor and to the Council.
- 17.31 Officers clearly found it difficult to distinguish between Mr Hickford’s role as Member Champion, Deputy Leader and that of tenant.
- 17.32 By making the following comments when discussing tenancy matters it shows that Mr Hickford also found it difficult to distinguish between his roles as Member Champion, Deputy Leader and that of tenant:-

*“bursting the County Farms bubble”* (referred to in Officer A’s note of her meeting with Mr Hickford on 15 December 2017 attached at WC 5 Also referred to in Officer B’s statement paragraph 10 bullet point 3 attached at WC 19)

*“heads will roll”* (Officer B refers to this comment by Mr Hickford in his statement at paragraph 14 statement attached at WC 19)

*“there will be a thorough investigation of the way County Farms handled this project”* (6E paragraph 8, email 8 March 2018 pages 178/179 of WC 3)

*“I asked for a senior officer to receive this application and ensure it was turned around in the appropriate timescale, the same officer that took it to a combined meeting of SCDC Planning East and West to get discussion and pre-approval for the pre-application. I did give the name of this officer to you before the pre application was sent. However, as I learned at the beginning of the meeting with the architect, the application was sent to the generic address for SCDC Planning and therefore did not go to the senior officer.”* (7A page 200 of WC 3)

*“These process issues can be looked at in the fullness of time.”* (6D page 175 and 7B page 201 of WC 3)

*“And to keep you in the loop as to what CF are doing, there are now ongoing investigations planned for other CF buildings let out for commercial use.”* (7F page 221 of WC 3)

- 17.33 We have been told that Mr Hickford had a reputation for being difficult in his dealings with officers, both in meetings and in emails, not only in relation to the County Farms team.
- 17.34 In an email dated 8 October 2019, attached at page 146 of WC 3, The Head of Pensions told the Internal Auditor:-

*“After I took over the role of Deputy Head of Pensions/Head of Pensions in 2014 I had identified that Cllr Hickford was an extremely knowledgeable but assertive member of the Pensions Committee. He had considerable influence over the affairs and decisions of particularly the Investment Sub-Committee, which deals with operational investment matters, especially after he took over the role of Chairman from Cllr Count.*

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*This assertiveness, in my opinion, started to reach unacceptable levels over the period summer 2016 to late 2017. For example there was extreme challenge of our professional advisors...*

*There was also, in my opinion, bullying, particularly directed at one of the members of my team...*

*xxxx has recently indicated to me that his experience of what he perceived as bullying over a number of Committee cycles has had a lasting impact on his presentation of papers at meetings.” (G6, page 146 of WC 3)*

17.35 The Head of Pensions reported Mr Hickford's behaviour to Democratic Services and it was agreed that he would discuss the matter with the new Pensions Committee Chairman which he did after a training event.

17.36 The Head of Pensions says in his email of 8 October 2019:-

*“Both Cllr xxxxxxxx and xxxxxxxx agreed Cllr Hickford's behaviour needed to be addressed. I indicated I would have to consider removing officers from supporting the Committee if it was not addressed...*

*I can confirm that thereafter Cllr Hickford's behaviour when present at Committee was fine.” (G6, page 146 of WC 3)*

17.37 We consider Mr Hickford's conduct towards officers supporting the Investment Sub-Committee displayed a pattern of behaviour which is detrimental to the role of councillor and to the Council.

17.38 The Chief Internal Auditor gave examples of Mr Hickford's conduct towards him in his statement attached at WC 22. He told us:-

*“(a) In October/November 2019 I was advised that Mr Hickford had complained that I had leaked confidential information with Farm Service staff. As I have said above, that complaint was investigated by the HR Director who found there had been no breach of confidentiality...*

*I was told that Mr Hickford's complaint was that I, personally, had breached confidentiality which felt unnecessarily personal.*

*Despite the conclusion of the investigation Mr Hickford repeated the same allegation in a later email dated 8 July 2020 ... to the Chair of Audit in which he stated:-*

*“I do have to be careful in what I say, because although officers feel it is appropriate to breach confidentiality, and appear frequently to have done so, I do not. In fact, on the one occasion I did report a breach, the internal investigation came back as the senior officer's actions being “not ideal”.*

*I am the only officer named in that email. The HR Director's report (copied to Mr Hickford on 6 November 2019) concluded that:-*

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“there was not a breach of confidentiality into the Manor Farm Audit.”

“xxxxxx confirmed that it was not ideal to involve XX but considering the detail and facts it was unavoidable to do what was necessary to finalise this aspect of the report, which more senior managers would by virtue of their distance from operations and length of service not have been able to do.”

*Not as inferred by Mr Hickford, that the HR Director concluded that my actions were ‘not ideal’.*

*Audit staff discussed the audit of the Farms Service (a separate report) with the officers concerned, NOT the Manor Farm audit. Those findings related to Council controls not the Manor Farm tenancy or Mr Hickford. Much later, at the request of the Leader and Chief Executive the reports were combined.*

*The personalisation of this was intimidating as well as its inaccurate repetition after the complaint had been properly investigated. (paragraph 14 page 4 of statement attached at WC ??)*

- (b) *I felt bullied and intimidated by Roger Hickford’s email of 8 July 2020. Issues relating to Mr Hickford’s conduct were considered within the draft reports but those issues had not yet been fact checked or finalised. I felt it was inappropriate for the Deputy Leader of the Council to email the Chair and Vice Chair of Audit. That intimidated me in seeking to influence the conclusions of my team’s work.*

*As I have already stated, I am the only officer named in the email. There was no apparent recognition that I was performing the Chief Internal Audit role as required, and as agreed, with the Council e.g. the £11,000 spend.*

*The £11,000 work was approved by me as the authorised budget manager. A senior, experienced councillor knows that officers are authorised to spend within budget. This work was commissioned to comply with a formal request from the Police and, to ensure confidentiality, specialist services were necessary and commissioned. The Chief Executive and Monitoring Officer were aware and happy with that solution.*

*The additional text from Mr Hickford urging the Chair and Vice Chair ‘to start asking questions of officers pertinent to their performance and related costs’ is, I feel, a threat of disciplinary/capability that could affect my employment. (paragraph 14 page 5 of statement attached at WC ??)*

- (c) *The correspondence via Tees (including the Subject Access Request and Freedom of Information request) created significant pressure as it evolved into repeated requests for clarification, further information and objection to the proposed steps to complete the work, whilst also asserting that completion of the work was taking too long.*

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*That created a level of pressure I have never experienced before, including again the personalisation of issues (via Tees letter 22 May 2020...). Mr Hickford asks:-*

*"Please confirm who originally commissioned and authorised the internal audit and report. Please identify the individuals."*

*The request to 'identify the individuals' I feel was unnecessary. I felt he sought the identify of individuals for personal complaint/criticism. Mr Hickford had commented on the Terms of Reference and had not objected to the work being undertaken.*

(paragraph 14 page 5 of statement attached at WC 22)

17.39 The Chief Internal Auditor said:-

*"I did not feel bullied because the audit process(es) were being challenged. Sadly that is expected in such cases. I felt bullied because there was an undercurrent of personalising my conduct rather than any acknowledgement that I was performing my duties, required by and agreed with the Council. (Paragraph 13 of statement attached at WC 22)*

...

*I found myself fearful of exercising my professional judgment on these matters without obtaining multiple stakeholder agreement as it always felt like any decision would be criticised. (paragraph 19 page 6 of statement attached at WC 22)*

*Ultimately, in the autumn of 2020 I sought support from my line manager. I also consulted my GP who prescribed medication to help me tackle the stress and anxiety the situation caused. That resulted in formal advice that I needed to distance myself from the Council for the sake of my personal wellbeing.*

*In light of the above, I suggested to the Chief Executive the audit work be reviewed (again) and be completed by external professionals. I understand Mazars were appointed to finalise the audit work and I am advised that their conclusions were largely the same as the Internal Audit reports, if not stronger in their conclusions regarding Mr Hickford.*

*That Mazars did not highlight any material problems in the Internal Audit work or conclusions illustrates that this created significant and unnecessary cost for the Council. I believe it also illustrates that the challenges to myself and Internal Audit were unfounded and designed to intimidate." (paragraphs 20, 21 and 22 page 6 and 7 of statement attached at WC 22)*

17.40 We consider that Mr Hickford's conduct towards the Chief Internal Auditor was bullying and was further evidence of a pattern of behaviour which is detrimental to the role of councillor and to the Council.

17.41 With regard to Mr Hickford's conduct towards officers, Councillor B told us:-

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*“Some of the allegations arising out of the Audit reports, about the way the Officers in the County Farms team were treated by Roger Hickford in an aggressive manner was not a big surprise, although the extent of it was. I am aware that Roger Hickford also treated Officers in other teams in the same aggressive, bullying manner.*

*I witnessed behaviour in the summer of 2020 towards the previous Director of Public Health in a meeting at which a number of other Members present. I did not think the way she was spoken to was appropriate. (paragraphs 4 and 5 page 2 of statement attached at WC ??)*

...

*Subsequent to the elections in May 2021 I was approached by two members of staff, both of whom have since left the Council due to the way they were treated by Roger Hickford and another member.*

*One member of staff mentioned a particular meeting at which he had been screamed and yelled at by Roger Hickford and had been threatened with the destruction of his career. That member of staff went off sick for several months, returning briefly before leaving the Council as he felt unable to work there any longer.*

*I don't think he had another job to go to and I believe that a relatively young senior manager leaving the Council with no job to go to is a shocking position to be in. His description of the way he had been treated by Roger Hickford and another member was pretty horrific.”*

(paragraphs 7, 8 and 9 statement attached at WC 19)

17.42 With regard to Mr Hickford's conduct generally, Councillor B told us:-

*“Over the years, I personally found Roger Hickford very difficult to work with. At that time I was Leader of the Opposition and the way I and the Leader of the Labour Group were treated was, at times, pretty awful. It was an aggressive culture, not just against Officers, but also against other Members.” (paragraph 10 statement attached at WC 19)*

17.43 We consider that Mr Hickford's conduct towards Officers and Members as described above is further evidence of bullying and a pattern of behaviour which is detrimental to the role of councillor and to the Council.

17.44 Whilst it is not wrong for a member to challenge officers it is clear that Mr Hickford's conduct in relation to Manor Farm were not isolated incidents or minor in nature. Moreover, they crossed the boundary of what might be considered acceptable challenge into behaviour which we consider to constitute bullying. This was not a 'one off' but a pattern of behaviour displayed towards a number of officers in different contexts as set out above.

17.45 It is also not wrong for a tenant to challenge the Council if things are not as they should be. However, it was wrong for Mr Hickford to use his position as a senior member of the Council to bully officers. A 'normal' tenant would not have had the same access to officers and information as Mr Hickford, nor would they have been able to exercise their power and influence in the manner that Mr Hickford adopted.



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17.46 With regard to other tenants, Officer C told us:-

*"We get one or two complaints per year from tenants. Those complaints are usually because people have not been awarded a tenancy, relating to tenancy renewals or about rent reviews. There have also been two complaints about a compensation payment for land being surrendered, relating to the quantum and then later a delay in the rent adjustment being made.*

*I do not recall other complaints from tenants being about project management or the time frame of any work required. Whilst delays can be a frustrating part of building work, they do not usually lead to formal complaints.*

*It seemed Mr Hickford's aim was to show that he knew better than Officers, builders and anyone else. I don't believe he thought anything could be done correctly unless he did it himself.*

*I also believe that Roger Hickford's expectations about the timescale for completing the house refurbishment was unrealistic. In an email he said two weeks, the County Farms team said three and the architect said four. The builders said that they required an extra week but worked above and beyond what was reasonable to try and achieve the timescale Roger Hickford wanted.*

*No other tenants have been as demanding as Roger Hickford.*

*As mentioned in my first statement, there have been two other County Farms tenants who have also been members of the Council although they are no longer tenants. One was Chairman of the County Council, with whom we had very little contact as a tenant. The other, shortly after he was elected, visited and said that he would not allow his roles to cross over. He attended annual group meetings of tenants and Officers met him on his farm. He did not cross any boundaries."*

(paragraphs 5 – 10 supplemental statement attached at WC 18)

17.47 We have therefore concluded that Mr Hickford's conduct towards Officers and others did cause him to breach paragraph 2.2 (b) of the Council's Code of Conduct.

**18. Impartiality**

18.1 Impartiality is specifically referred to in the Council's Code of Conduct at paragraph 2.2 (d). It states:-

**"2.2 You must not:**

(d) *do anything which compromises or is likely to compromise the impartiality of those who work for, or on behalf of, the Authority."*

18.2 The SBE Case Review provides guidance on what activities would 'compromise the impartiality of those who work for, or on behalf of, your authority'. Q27 of the Case Review 2010 advises that:-

*"Paragraph 3(2)(d) is directed at any activity that seeks to put pressure on officers to carry out their duties in a way that is biased or partisan. This may include direct or indirect coercion to favour a particular person, group or organisation, whether commercial, political or voluntary. This is contrary to officers obligations to act independently and in the public interest."*

18.3 The Local Government Association Model Councillor Code of Conduct Guidance (LGA Guidance) published in July 2021 states:-

*"Officers work for the local authority as a whole and must be politically neutral (unless they are political assistants). They should not be coerced or persuaded to act in a way that would undermine their neutrality. You can question officers in order to understand, for example, their reasons for proposing to act in a particular way, or the content of a report that they have written. However, you must not try and force them to act differently, change their advice, or alter the content of that report, if doing so would prejudice their professional integrity."*

*Both councillors and officers are servants of the public and are indispensable to one another. Together, they bring the critical skills, experience and knowledge required to manage an effective local authority."*

*"Councillors provide a democratic mandate to the local authority and are responsible to the electorate whom they represent. They set their local authority's policy framework, ensure that services and policies are delivered and scrutinise local authority services."*

*"Officers provide the professional advice and managerial expertise and information needed for decision making by councillors and to deliver the policy framework agreed by councillors. They are responsible for implementing decisions of councillors and the day-to-day administration of the local authority."*

*The roles are very different but need to work in a complementary way."*

*"Officers may sometimes give you advice that you do not want to hear or does not suit your political views. They must be allowed to do this without fear of recriminations to allow for good decision-making looking at all relevant options."*

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*That means in your dealing with officers you must not seek to influence them improperly or put undue pressure on them. For example, you should not get officers to help you prepare party political material, or to help you with matters relating to your private business. You should not provide or offer any incentive or reward in return for acting in a particular way or reaching a particular decision."*

- 18.4 In this case it is difficult to distinguish between Mr Hickford's role as a councillor and his role as a tenant.
- 18.5 Officers have told us they found it difficult to distinguish between Mr Hickford's roles and felt that most of the time they were dealing with Mr Hickford as Deputy Leader.
- 18.6 We believe Mr Hickford also found it difficult to separate his roles.
- 18.7 Although we accept it was difficult for Officers to separate Mr Hickford's roles, we consider that some of his comments regarding the tenancy were made in his role as a tenant.
- 18.8 However, Mr Hickford did cross the line into his official capacity and we consider comments, such as those below, were made in Mr Hickford's official capacity:-

*"bursting the County Farms bubble"*

*"heads will roll"* (paragraph 14 page 5 statement attached at WC 19)

*"there will be a thorough investigation of the way County Farms handled this project"* (6E page 178 of WC 3)

*"I asked for a senior officer to receive this application and ensure it was turned around in the appropriate timescale, the same officer that took it to a combined meeting of SCDC Planning East and West to get discussion and pre-approval for the pre-application. I did give the name of this officer to you before the pre application was sent. However, as I learned at the beginning of the meeting with the architect, the application was sent to the generic address for SCDC Planning and therefore did not go to the senior officer."* (7A page 200 of WC 3)

*"These process issues can be looked at in the fullness of time."* (6D page 175 and 7B page 201 of WC 3)

*"And to keep you in the loop as to what CF are doing, there are now ongoing investigations planned for other CF buildings let out for commercial use."* (7F page 221 of WC 3)

- 18.9 Mr Hickford's question to Officer B regarding how much rent he would need to pay to secure the tenancy for Manor Farm is not a question other tenants would ask. The question was asked when Mr Hickford attended an annual tenants meeting in his official capacity. We therefore consider that comment was made in his official capacity.
- 18.10 We consider that Mr Hickford coerced Officers and put pressure on them to deal with tenancy matters to his satisfaction, thereby compromising their impartiality. This is evidenced in both the Internal and External Audit reports, for example:-

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### Internal Audit:

- *The decision to re-roof the barn at a cost to the Council of c. £18,000*
- *The Tenancy Agreement containing provisions not available to other tenants*
- *The decision for rent abatement of £1,708 per month*
- *Refurbishment works, including £7,883 of works carried out at the request of the tenant, before the tenant had signed a Tenancy Agreement or letter of intent*

(page 7 Internal Audit report attached at WC 14)

...

### 9. *Change of Use Planning Application*

*This issue can be summarised as below:*

- (1) *It is not usual for the Council to progress and pay for change of use planning applications required by the tenant. The tenant would usually progress such application(s) and pay for that.*
- (2) *No acceptable explanation is evident why the Council would pay for such application, and then allow the tenant to take control of that process.*
- (3) *The assertion by Cllr Hickford that the refusal was because the Council had not submitted the application the specific South Cambs officer named by Cllr Hickford, creates an unfortunate perception of possible favourable treatment sought."*

(page 61 Internal Audit report attached at WC 14)

### External Audit:

*3.2.11 The process of obtaining a signed tenancy agreement with Roger Hickford took longer than usual, and the tenant did not sign the agreement until 20 December 2017 despite being offered the tenancy in April 2017. It should be noted that the refurbishment works commenced on the farmhouse in November 2017 prior to the agreement being signed.*

*3.2.13 The intricacies of this particular business tenancy however, and the added complexity that resulted from Roger Hickford's dual capacity as a tenant and Deputy Leader of the Council, meant that standard practice was likely insufficient in protecting the Council from significant deviations from standard tenancy terms. This is because of Roger Hickford's position as Deputy Leader of the Council and his potential influence and authority over the County Farms team...*

(page 12 External Audit Report attached at WC 15)

*3.2.28 However, Internal Audit identified that it was not clear why the Council would fund this application and [Officer B] confirmed that there has only ever been one previous instance where the County Farms team have carried out a Change of Use planning permission application on behalf of tenants and the cost of this application was significantly*

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*lower. Therefore from this evidence it would appear to not be normal practice for the County Farms team to undertake Change of Use planning permission applications on behalf of the tenants.*

(page 14 External Audit Report attached at WC 15)

*3.2.55 In respect of the abatement, whilst it is standard practice across the County Farms estate to offer abatements of £400 or £500 where a dwelling is not ready for occupation, the full abatement of £1,708.33 per month in lieu of the barn was not standard.*

*3.2.56 Our review of emails found that an initial abatement offer was made in respect of the barn of £750, and our conversations with the County Farms team suggest Roger Hickford demanded the abatement cover the full rental cost of the barn. [Officer B] said that he only agreed to this as a result of the pressure applied by Roger Hickford, but at the time had no reason to believe the Change of use planning permission process would extend beyond a few months (and therefore that the full rental abatement would not be active for a significant amount of time and that the Council would soon be receiving the full unabated rental income).*

*3.2.57 [Officer B] also said in his interview with us that when Roger Hickford stated that he would not pay rent on the building until it was ready, that "This again was him bullying and he wasn't going to take anything we said to the contrary effect. He did benefit from that and the only reason he got that was because he was deputy leader of the council. With others we would have ended negotiations."*

*3.2.59 We were told by [Officer B] that normally for a business tenant, an agreement to lease would be signed which would set out details such as who would submit the planning applications, the works to be done, the timeline, and the arrangements in place in the event of delays. This normal procedure was refused by Roger Hickford, and [Officer B] felt Roger "wouldn't entertain any such thought" or follow normal procedure if it meant not getting what he wanted.*

*3.2.60 Roger Hickford was also offered a Tenancy at Will (which we were informed by [Officer B] was normal procedure in all tenancies) by the County Farms team on advice of LGSS. This agreement would have enabled the tenant access to the site earlier to begin works on preparing the site for business, but he refused to sign citing "The document is too-one sided, with many tenant obligations but nothing suggesting the specific obligations of the landlord...This is unacceptable as it means any improvements done by myself are done entirely at my risk, as the tenancy could be withdrawn by DF at any time".*

(page 17 External Audit Report attached at WC 15)

*3.2.74 Our email review also identified an email from Roger Hickford stating "This is my meeting, being arranged by me, with the Agent, to try and get things moving, and being done very quickly because of my contacts at SCDC". This demonstrates that Roger Hickford may have leveraged his Council links to bypass procedures a normal planning applicant would have to go through.*

(page 19 External Audit Report attached at WC 15)

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*3.2.83 From our conversations with individuals in the County Farms team it has been openly stated that they felt bullied and harassed by Roger Hickford. When asked about the issues detailed in paragraph 3.3.77 above, the responses of the County Farms were unanimous in attesting to the fact that Roger Hickford was only afforded deviations from standard practice as a result of his conduct toward the County Farms team and his position as Deputy Leader of the Council.”*

(page 20 External Audit Report attached at WC 15)

- 18.11 We consider that the above indicates clearly that the impartiality of officers was compromised as a result of Mr Hickford’s conduct towards them.
- 18.12 We have therefore concluded that Mr Hickford’s conduct did cause him to breach paragraph 2.2 (d) of the Council’s Code of Conduct.



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### 19. Disrepute

19.1 Disrepute is specifically referred to in the Council's Code of Conduct at paragraph 2.2 (e). It states:-

**“2.2 You must not:**

- (e) *conduct yourself in a manner which could reasonably be regarded as bringing your office or authority into disrepute.”*

19.2 As such it is relevant to consider guidance issued by the then Standards Board for England (SfE). Question 43 on page 66 of the Case Review 2010 (2011 Edition) published by SfE advises that disrepute is:-

*“...a lack of good reputation or respectability.*

*In the context of the Code of Conduct, a member's behaviour in office will bring that member's office into disrepute if the conduct could reasonably be regarded as either:*

- 1) Reducing the public's confidence in that member being able to fulfil their role; or*
- 2) Adversely affecting the reputation of members generally, in being able to fulfil their role.”*

19.3 Q44 on the next page of the Case Review 2010 advises that:-

*“An officer carrying out an investigation...does not need to prove that a member's actions have actually diminished public confidence, or harmed the reputation of the authority...the test is whether or not a members' conduct “could reasonably be regarded” as having these effects.*

*The test is objective and does not rely on any one individual's perception. There will be a range of opinions that a reasonable person could have towards the conduct in question.”*

19.4 Q42 on page 66 of the Case Review indicates that:-

*“A case tribunal or standards committee will need to be persuaded that the misconduct is sufficient to damage the reputation of the member's office or authority, as opposed simply to damaging the reputation of the individual concerned.”*

19.5 The LGA Guidance states:-

*As a councillor, you are trusted to make decisions on behalf of your community and your actions and behaviour are subject to greater scrutiny than that of ordinary members of the public. Article 10 of the European Convention on Human Rights protects your right to freedom of expression, and political speech as a councillor is given enhanced protection but this right is not unrestricted. You should be aware that your actions might have an adverse impact on your role, other councillors and/or your local authority and may lower the public's*

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*confidence in your ability to discharge your functions as a councillor or your local authority's ability to discharge its functions.*

*In general terms, disrepute can be defined as a lack of good reputation or respectability. In the context of the Code of Conduct, a councillor's behaviour in office will bring their **role** into disrepute if the conduct could reasonably be regarded as either:*

- 1. reducing the public's confidence in them being able to fulfil their role; or*
- 2. adversely affecting the reputation of your authority's councillors, in being able to fulfil their role.*

*Conduct by a councillor which could reasonably be regarded as reducing the public confidence in their local authority being able to fulfil its functions and duties will bring **the authority** into disrepute.*

*...*

*The misconduct will need to be sufficient to damage the reputation of the councillor's role or local authority, as opposed simply to damaging the reputation of the individual concerned.*

*Certain kinds of conduct may damage the reputation of an individual but will rarely be capable of damaging the reputation of the role of councillor or the reputation of the authority."*

- 19.6 In applying the Code to the circumstances of an alleged breach of affecting trust and confidence in the integrity of the Authority, it is established that it is not necessary for the member's actions to have actually diminished public confidence or harmed the reputation of the authority. The test is whether or not the conduct could 'reasonably be regarded' as having these effects. However, the conduct must be sufficient to damage the reputation of the member's office or the Authority, not just the reputation of Mr Hickford as an individual.
- 19.7 What must be considered here is to gauge an objective view. That is, whether the actions of Mr Hickford were such that a member of the public, knowing all the relevant facts, would reasonably think that his actions were so significant that it would impact on the Council's ability to properly carry out its functions.
- 19.8 It is clear that the Tenants Meeting on 24 January 2018 was attended by members, officers and tenants. Mr Hickford attended the meeting in his official capacity as Chair of County Farms Estate Working Group.
- 19.9 We consider that other members, officers and tenants would consider Mr Hickford was acting in his official capacity in relation to his conduct towards Officer A, officer B and Officer C.
- 19.10 We believe that Mr Hickford's conduct at that meeting would have reduced the public's confidence in him being able to fulfil his role.
- 19.11 We consider Mr Hickford's conduct towards officers in respect of the tenancy of Manor Farm, both in emails and in meetings, and his expectation that he should receive preferential treatment and concessions would reduce the public's confidence in him being able to fulfil his role.

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- 19.12 The conclusions of the draft audit report prepared by LGSS identified a number of concerns regarding potential and actual breaches of the Council's Code of Conduct which were to be referred to the Monitoring Officer.
- 19.13 The External Audit report affirmed the recommendations of the LGSS Audit and recommended the following be referred for further consideration by the Monitoring Officer in relation to the Code of Conduct:-
1. Mr Hickford voting on the decision to progress the Rural Assets OFR to phase 3 on 26 January 2018.
  2. The extent to which Mr Hickford was involved in the discussions regarding the minimum 4% return target set in the 23 November 2018 OFR.
  3. Mr Hickford seeking information on the level of rent required to secure him the tenancy of Manor Farm, Girton.
  4. Mr Hickford's conduct and behaviour contained in the emails at Appendix 6 of their report.
  5. Mr Hickford's conduct displayed in emails I2 and I3 which are emails between Officers.
  6. Memos prepared by Officer A and Officer C.
  7. The impact of Mr Hickford's conduct on officers and others.
- 19.14 We consider that Mr Hickford's conduct, highlighted above, would reasonably reduce the public's confidence in his ability to fulfil his role as councillor and in the Council's ability to discharge its functions.
- 19.15 We have therefore concluded that Mr Hickford's conduct did cause him to breach paragraph 2.2 (e) of the Council's Code of Conduct.

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### 20. Improper use of position

20.1 Improper use of position is specifically referred to in the Council's Code of Conduct at paragraph 4.1. It states:-

**“4. You must not:**

**4.1** *use or attempt to use your position as a member improperly to confer on, or secure for yourself or any other person, an advantage or disadvantage.”*

20.2 The guidance issued by the Standards board in 2007 provides very little clarification of this part of the code. It merely states *“your behaviour would be improper if you sought to further your own private interest through your position as a member”*.

20.3 Similarly the Case Review 2007 has scant reference to this area of the code. Question 46 on page 61 sets out where it will be proper for a member to seek an advantage. It also highlights the fact that the term “improperly” is not defined in the code thus ensuring that the scope of the provision is not unnecessarily limited.

20.4 However, the LGA Guidance states:-

*“Your position as a councillor provides you with certain opportunities, responsibilities, and privileges, and you make choices all the time that will impact others. However, you should not take advantage of these opportunities to further your own or others’ private interests or to disadvantage anyone unfairly.*

*You should not use, or attempt to use, your public office either for your or anybody else’s personal gain or loss. For example, your behaviour would be improper if you sought to further your own private interests through your position as a councillor.*

*The term ‘improperly’ is not defined in the Code of Conduct. This ensures that the scope of the provision is not unnecessarily limited. The underlying principle is that councillors are elected or appointed to public office to serve the public interest.”*

*“A councillor’s conduct would be improper if they were to use their public position to further private interests of themselves or associates, or to settle old scores with enemies, to the detriment of the public interest. Any conduct that unfairly uses a councillor’s public position to promote private interests over the public interest will be improper.*

*The wording of the Code of Conduct makes it clear that the use of position provision covers failed attempts as well as situations where an advantage or disadvantage has actually been achieved.”*

20.5 Mr Hickford’s conduct towards officers of the County Farms team suggests he sought to secure an advantage for himself in respect of the tenancy and refurbishment of Manor Farm, Girton. However, it is necessary to establish whether Mr Hickford was acting in his official capacity and as Deputy Leader or as a tenant in his dealings with Officers.

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- 20.6 As we have said above, both Officers and Mr Hickford found it difficult to distinguish between his role as Deputy Leader and Member Champion and that of tenant.
- 20.7 Examples of the difficulty Mr Hickford had in separating his private and official capacities are:
- (a) asking at the tenants' meeting in January 2017 how much rent he would have to offer to obtain the tenancy of Manor Farm;
  - (b) insisting the Council pay for the Change of Use planning permission;
  - (c) insisting the Council pay for refurbishment works;
  - (d) threatening comments such as "heads will roll", "burst the County Farms bubble", "These process issues can be looked at in the fullness of time"
- 20.8 Mr Hickford's conduct was, on occasion, aggressive both in meetings and in emails when dealing with matters regarding the tenancy of and associated works required in respect of Manor Farm.
- 20.9 We consider that many of the comments made in emails and at meetings were ostensibly made by Mr Hickford in his private capacity but we have previously highlighted the difficulties of distinguishing between the two roles. The fact that Mr Hickford had assumed the role of County Farm Champion meant that he had a direct influence on the future of the County Farms team, a fact that the team were acutely aware of.
- 20.10 However, below are examples of comments we consider Mr Hickford made in his official capacity:-
- "bursting the County Farms' bubble"* (Note of Officer A attached at WC 5)
- "heads will roll"* (paragraph 14 statement of Officer B attached at WC 19)
- "I asked for a senior officer to receive this application and ensure it was turned around in the appropriate timescale, the same officer that took it to a combined meeting of SCDC Planning East and West to get discussion and pre-approval for the pre-application. I did give the name of this officer to you before the pre application was sent. However, as I learned at the beginning of the meeting with the architect, the application was sent to the generic address for SCDC Planning and therefore did not go to the senior officer."* (7A page 200 of WC 3)
- "These process issues can be looked at in the fullness of time."* (6D page 175 and 7B page 201 of WC 3)
- "And to keep you in the loop as to what CF are doing, there are now ongoing investigations planned for other CF buildings let out for commercial use."* (7F page 221 of WC 3)
- 20.11 Some of the comments above are direct threats to the members of the County Farms team and are not comments any other tenant would make. We therefore believe those comments were made by Mr Hickford in his official capacity.

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- 20.12 We consider the comments referred to above show that Mr Hickford improperly used his position to secure an advantage for himself.
- 20.13 We consider that asking the County Farms Team to submit his planning application to a particular Officer at SCDC shows further improper use of his position in an effort to secure an advantage for himself.
- 20.14 We also consider Mr Hickford was acting in his official capacity when he spoke with Officer A and Officer B at the Tenants meeting on 24 January 2018.
- 20.15 Other tenants would not have made such comments, nor do we believe they would have behaved in such a manner at a tenants' meeting.
- 20.16 In his statement Officer C told us:-

*"Before the tenancy had been granted to Mr Hickford, he was already being difficult with officers, initially [Officer A] and then [Officer B]. I and they thought he was using his position as member and Deputy Leader to negotiate unfairly. At that stage they were talking about a farm building that was in another tenant's control, a planning change of use and terms for the new tenancy, for example a break clause." (paragraph 8 page 3 statement attached at WC 17)*

- 20.17 We do not consider other tenants would have behaved in such a manner before or after a tenancy had been awarded.
- 20.18 During an interview for the tenancy, Mr Hickford said to Officer C, words to the effect of *"this will be the first and last time you will ask me questions"* (paragraph 12 page 3 of statement attached at WC 17). We do not consider this to be a comment any other tenant would make.
- 20.19 The Deputy Chief Executive told us:-

*"In my view Mr Hickford's issues were not being handled effectively by the Property Team and, in the knowledge that this function was in my portfolio, I assumed he hoped that through including me in email exchanges matters would be dealt with more effectively than had been the case." (paragraph 5 page 2 of statement attached at WC 18)*

- 20.20 We do not consider that other tenants would be aware that the Property Team was in the Deputy Chief Executive's portfolio and believe this is another example of Mr Hickford improperly using his position to secure an advantage for himself.
- 20.21 It is evident that due to Mr Hickford's position as Deputy Leader, the Council paid for works to be carried out at Manor Farm and that he directly benefitted from such works. It is also evidenced that other tenants would have been expected to pay for such works themselves.
- 20.22 We consider that Mr Hickford did improperly use his position with regard to the tenancy of Manor Farm, Girton.
- 20.23 We have therefore concluded that Mr Hickford's conduct did cause him to breach paragraph 4.1 of the Council's Code of Conduct.



**21. Misuse of Council Resources**

21.1 The use of Council resources is specifically referred to in the Code of Conduct at paragraph 5.1. It states:-

**“5. You must:**

5.1. *when using or authorising the use by others of the resources of your authority:*

(a) *act in accordance with your Authority’s reasonable requirements;*

(b) *ensure that such resources are not used improperly for political purposes (including party political purposes); and*

(c) *have regard to any Local Authority Code of Publicity made under the Local Government Act 1986.”*

21.2 Q49 of the Case review 2010 (2011 revision) states:-

*“The resources of the authority include services and facilities as well as the financial resources of the authority.*

*Resources could include any land or premises, equipment, computers, and materials. The time, skills and assistance of anybody employed by the authority, or working on its behalf, are also resources, as is information held by the authority which it has not published.”*

21.3 Q50, page 76 of the Case Review 2010 sets out how members will know what the authority’s reasonable requirements for the use of resources are.

21.4 Standards for England strongly recommended that local authorities had protocols dealing with the use of authority resources. The key principle underlying all such protocols should be that public office and public resources should not be used to further purely private or party political purposes.

21.5 The term “reasonable” is a generic and relative one and applies to that which is appropriate for a particular situation. In the tort of Negligence, the reasonable person standard is the standard of care that a reasonably prudent person would take under a given set of circumstances. An individual who subscribes to such standards will avoid liability for negligence. Similarly a reasonable act is that which might fairly and properly be required of an individual.

21.6 The LGA Guidance states:-

*“You must make sure you use the authority’s resources for proper purposes only. It is not appropriate to use, or authorise others to use, the resources for political purposes, including party political purposes. When using the authority’s resources, you must have regard, if applicable, to any Local Authority Code of Publicity made under the Local Government Act 1986.”*

*“You must be familiar with the rules applying to the use of resources made available to you by your local authority. Failure to comply with the local authority’s rules is likely to amount to a breach of the code.”*

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*"The resources of the local authority include services and facilities as well as the financial resources of the authority.*

*Resources could include any land or premises, equipment, computers, and materials. The time, skills, and assistance of anybody employed by the authority, or working on its behalf, are also resources, as is information held by the authority which it has not published."*

21.7 As can be seen above, the Council's resources include the time, skills and assistance of anybody employed by the authority. That clearly includes officers.

21.8 The Council's resources also includes financial resources.

21.9 In an email to Officer A dated 8 September 2017 the Legal Officer referred to the additional correspondence that had been necessary due to Mr Hickford's requests. He said:-

*"I am afraid that this additional correspondence over the past two weeks to deal with several new amendments to the terms, has involved me spending additional time on this matter that was not anticipated and I have now exceeded the revised fee estimate given in my e-mail to you of 20 October. As we are not yet agreed as to the final form of the lease wording, further time will still be required to progress this matter to completion, including sending revised engrossments to the Tenant (once all points are finally agreed) and dealing with any post-completion issues..."*

21.10 Paragraph 3.2.12 on page 12 of the External Audit report (attached at WC 15) states:-

*"3.2.12 Conversations held by both us and Internal Audit with the County Farms team suggest that whilst there were no set policies or procedures in place in respect of tenancy negotiations, generally the County Farms tenancies were straight forward and rarely required any deviation from standard practice and what would be considered a standard County Farms tenancy agreement."*

21.11 Paragraph 3.2.13 on page 23 of the External Audit report (attached at WC 15) states:-

*"The intricacies of this particular business tenancy however, and the added complexity that resulted from Roger Hickford's dual capacity as a tenant and Deputy Leader of the Council, meant that standard practice was likely insufficient in protecting the Council from significant deviations from standard tenancy terms. This is because of Roger Hickford's position as Deputy leader of the Council and his potential influence and authority over the County Farms team. The flexibility and inadequacy of the County Farms systems a processes was later identified as a concern by the Deputy Chief Executive and Chief Finance Officer. In an email on reflection of the Manor Farm process (see Appendix 5, Item B4) (page 47 of WC ??), and was a significant component in the terms that are not standard practice agreed within the Manor Farm tenancy."*

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- 21.12 Paragraph 3.2.15 on page 13 of the External Audit Report attached at WC 15 States:-

*“However, it should be noted that from our conversations with the County Farms team it was identified that it was not normal practice for certain additional provisions to be included in the tenancy agreement that were granted to Roger Hickford. We provide more detail on the process in relation to the negotiation and the approval of the tenancy agreement in our review as to whether the processes have been operating equitably or not (Internal Audit Conclusion 3).”*

- 21.13 This clearly shows that Mr Hickford’s challenges and demands in respect of the Lease of Manor Farm caused additional cost to the Council.

- 21.14 However, to cause resources to be used is not the same as to use them or authorise their use. Mr Hickford undoubtedly caused officers to devote more time and attention dealing with him and his demands in respect of the farm tenancy than was to be expected of other tenants, but he did not himself use those resources or authorise them to be used. We have therefore concluded that Mr Hickford’s conduct did not cause him to breach paragraph 5.1 of the Council’s Code of Conduct.

## 22. Interests

### *Mr Hickford's conflict of interests*

22.1 The Council's Code is underpinned by the Nolan Principles:-

#### ***"Selflessness***

1. *Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other benefits for themselves, their family or their friends.*

#### ***Honesty***

6. *Holders of public office have a duty to declare any private interests to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.*

22.2 Conflict of Interest is not specifically referred to in the Council's Code of Conduct. However, a clear conflict of interest would result in a breach of the Nolan principles, in particular the need to observe selflessness, integrity and objectivity.

22.3 Mr Hickford was involved in the County Farms OFR which considered the future of the County Farms team and whether the service would continue to be provided in house or would be outsourced.

22.4 The OFR ran from mid 2017 to early 2019. Mr Hickford applied for the tenancy of Manor Farm in March 2017. The tenancy was awarded to Mr Hickford on 5 April 2017 and the Lease for Manor Farm, Girton was signed on 20 December 2017.

22.5 During that time Mr Hickford was Deputy Leader of the Council, was appointed Chair of the A&I Committee and, after putting himself forward, was appointed Member Champion.

22.6 We consider that such a situation created a conflict of interest and resulted in a breach of the Nolan principles as set out above. Moreover, it placed the County Farms team in a difficult position when they were dealing with Mr Hickford and the tenancy of Manor Farm given that he had a direct role in influencing the future direction of the County Farms estate.

22.7 We also consider that, as a tenant, Member Champion and Deputy Leader, Mr Hickford had a conflict of interests when it came to decisions being made regarding the County Farms estate.

22.8 Whilst the County Farms Estate Working Group was not a decision making body, it did advise the C&I Committee in respect of the County Farms OFR. Indeed, Mr Hickford presented an OFR report to the C&I Committee on 26 January 2018 as a substitute member.

22.9 The County Farms Estate Working Group meetings constituted meetings for the purposes of the Council's Code of Conduct.

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- 22.10 We consider that given the subject matter of the discussions at the County Farms Estate Working Group meetings Mr Hickford had a non statutory disclosable interest and should not have participated in the workshop meetings.
- 22.11 We also consider that given his position as a County Farms tenant a non statutory disclosable interest arose and that Mr Hickford should not have participated in discussions or voting in respect of County Farms matters at C&I Committee meetings.
- 22.12 Officers did raise their concerns regarding a conflict of interest, although they did not submit a formal complaint due to their perception of the imbalance of power in their relationship with Mr Hickford.
- 22.13 Officer B told us:-

*“At the time I was dealing with Mr Hickford as tenant of Manor Farm I was aware he was leading a review into the future of the County Farms team in his role of Deputy Leader. I raised this a number of times with [Deputy Chief Executive] that it was a conflict of interest as that position enabled him to influence the future strategy of the Council’s rural asset. [Deputy Chief Executive] told me that he had raised that with the Monitoring Officer who had advised him that there was no conflict as the review was an advisory rather than a decision making body.”*

(paragraph 9 page 3 of statement attached at WC 19)

- 22.14 Officer C told us:-

*“I did not raise my concerns with [Deputy Chief Executive] lightly but on 7 September 2017 I sent an email to him as I felt there was a conflict of interest between Roger Hickford taking a tenancy of the farm, being a Council member and being the Deputy Leader of the Council. Mr Hickford was announced as the Farms Champion at a committee meeting and it was apparent from the reaction of other members that there had not been wide consultation. It was also not apparent what the role of ‘Champion’ would be. Farms tenants later raised concerns about him being ‘Farms Champion’.*

(paragraph 7 page 3 of statement attached at WC 17)

- 22.15 The Deputy Chief Executive told us:-

*“The conflicts of issue raised with me by [Officer C] related to the role that Mr Hickford was given on the Group overseeing the service review process. I did discuss this with the Chair of the Committee and the Chief Executive. Given the fact that the Group had no decision making responsibilities, the Group had cross party representation, and it was highly unlikely that Mr Hickford could directly benefit from the review I, along with the aforementioned, agreed that it was sufficient to monitor the review. In addition, Mr Hickford had recorded his interest.”*

(paragraph 6 pages 2 and 3 of statement attached at WC 18)

- 22.16 It is evident that the Monitoring Officer was not consulted on the issue of a possible conflict of interest.

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- 22.17 As Chair of the A&I Committee until 31 March 2017 we consider that Mr Hickford should have been aware of a potential conflict of interests and declared a non-statutory disclosable interest at meetings.
- 22.18 The A&I Committee became the C&I Committee in May 2017. Although Mr Hickford ceased to be a member of the C&I Committee he was a substitute member.
- 22.19 As Member Champion and Deputy Leader of the Council Mr Hickford attended workshops to look at the County Farms estate at the time he was applying to become a tenant.
- 22.20 Mr Hickford had included Manor Farm, Girton on his Register of Interests and therefore was not technically required to declare that interest in meetings. However, in the interests of openness, honesty and leadership, it would have been helpful to have done so.
- 22.21 It is evident that Mr Hickford participated in committee meetings and working group meetings which advised the committee.
- 22.22 We consider that a member of the public with knowledge of the relevant facts would reasonably regard Mr Hickford's conduct as so significant that it was likely to prejudice his judgment of the public interest.
- 22.23 In an email of 12 March 2018 (F1 page 120 of WC 3) Officer C states:-
- "He also says that the "there will be a thorough investigation of the way CF have handled this project". I am not sure if he is talking as a tenant or an elected member and there lies the conflict of interest."*
- 22.24 In our view, we do not believe Mr Hickford should have participated in anything relating to County Farms tenancy matters.
- 22.25 We believe that Mr Hickford did have a conflict of interest in respect of the County Farms estate and his own tenancy. This is a breach of the general principles, particularly selflessness, integrity and objectivity.
- 22.26 For the reasons set out in section 19 above, we consider such conduct might reasonably be regarded as capable of lowering the confidence of the public in the ability of Mr Hickford and the Council to discharge their functions.
- 22.27 We have therefore concluded that Mr Hickford's conduct caused him to breach of paragraph 2.2(e) of the Council's Code of Conduct.

### *Interests in the code of conduct*

- 22.28 Interests are specifically referred to in the Council's Code of Conduct:-

#### **"6. Disclosable Pecuniary Interests"**

- 6.1 *Breaches of the rules relating to Disclosable Pecuniary Interests may lead to criminal sanctions being imposed.*
- 6.2 *You have a disclosable pecuniary interest if it is of a description specified in regulations made by the Secretary of State, (Attached at Appendix A), and either:*



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- (c) *it is an interest of yours, or*
- (d) *it is an interest of:*
  - (iv) *your spouse or civil partner;*
  - (v) *a person with whom you are living as husband and wife, or*
  - (vi) *a person with whom you are living as if you were civil partners*

*and you are aware that that other person has the interest.*

### **7. Registration of Disclosable Pecuniary Interests**

7.1. *Subject to paragraph 9 below, (sensitive interests), you must, within 28 days of:*

- (a) *this Code being adopted or applied by the Authority; or*
- (b) *your election or appointment (where that is later),*

*notify the Authority's Monitoring Officer in writing of any Disclosable Pecuniary Interests you have at that time.*

7.2 *Subject to paragraph 9 below, (sensitive interests), you must, within 28 days of becoming aware of any new Disclosable Pecuniary interest or any change to any such interest, notify the Authority's Monitoring Officer in writing of that new pecuniary interest or change.*

### **8. Disclosable Pecuniary Interests in Matters Considered in Meetings or by an Individual Member**

1.2 *If you attend a meeting and have and are aware that you have a Disclosable Pecuniary Interest in any matter to be considered, or being considered, at that meeting:*

- (c) *if the interest is not entered in the Authority's register of members' interests, you must, subject to sub-paragraph 9 below, disclose to the meeting the fact that you have a Disclosable Pecuniary Interest in that matter. If you have not already done so, you must notify the Authority's Monitoring Officer of the interest before the end of 28 days beginning with the date of the disclosure, and*
- (d) *whether the interest is registered or not you must not – unless you have obtained a dispensation from the Authority's Monitoring Officer:*
  - (j) *participate, or participate further, in any discussion of the matter at the meeting; or*
  - (iii) *remain in the meeting room whilst the matter is being debated or participate in any vote taken on the matter at the meeting*

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*apart from making representations, giving evidence or answering questions, prior to the commencement of the debate on that matter.”*

...

### **10. Non Statutory Disclosable Interests**

10.1 You have a “non-statutory disclosable interest” in an item of business of your authority where:

- iii) *a decision in relation to that business might reasonably be regarded as affecting the well-being or financial standing of you or a member of your family or a person with whom you have a close association to a greater extent than it would affect the majority of the Council Tax payers, ratepayers or inhabitants of the ward or electoral area for which you have been elected or otherwise of the authority’s administrative area, or*
- iv) *it relates to or is likely to affect any of the interests listed in the Table in the Appendix A to this Code, but in respect of a member of your family (other than a “relevant person”) or a person with whom you have a close association*

*and that interest is not a disclosable pecuniary interest.*

10.2 *If you attend a meeting and are aware that you have a ‘Non Statutory Disclosable Interest in any matter to be considered, or being considered, at that meeting:*

(m) *If the interest is not entered in the Authority’s register of members’ interests, you must, subject to sub-paragraph 9 above, disclose to the meeting the fact that you have a Non-Statutory Disclosable Interest in that matter, and*

(n) *If the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgement of the public interest, you must not:*

- (i) *participate, or participate further, in any discussion of the matter at the meeting; or*
- (ii) *remain in the meeting room whilst the matter is being debated or participate in any vote taken on the matter at the meeting;*

*apart from making representations, giving evidence or answering questions, prior to the commencement of the debate on that matter.”*

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### *Disclosable Pecuniary Interest*

- 22.29 It is a requirement of the Council's Code of Conduct that a Disclosable Pecuniary Interest (DPI) is registered within 28 days of becoming aware of such interest.
- 22.30 Mr Hickford was offered the Manor Farm tenancy on 5 April 2017 and should therefore have updated his Register of Interests no later than 2 May 2017, that being within 28 days of the interest arising.
- 22.31 Mr Hickford did not update his Register of Interests until 19 May 2017 which constitutes a breach of the Council's Code of Conduct in respect of the registration of a DPI.

### *Non Statutory Disclosable Interest – Well being*

- 22.32 The meaning of “wellbeing” was considered by Keith J in *Murphy v ESO* [2004] EWHC 2377. He said:-

*“Cllr. Murphy argued that the aim of para. [7(1)] of the Code was to stop Councillors misusing their position to promote an interest which was clear, substantial and significant. To hold otherwise, Cllr. Murphy said, would result in a councillor being treated as having a personal interest in anything in which he might get pleasure or might cause him displeasure, provided that the pleasure or displeasure which the councillor would get would be greater than the pleasure or displeasure which other local people would get.*

*In my opinion, it would be unwise to try to encapsulate the meaning of the term “well-being” into a single phrase or sentence. The scope of the terms “well-being” is to be defined by the context in which it is to be applied. This is well illustrated by what the Case Review says about it at p. 79:*

*‘The use of the term “wellbeing” is a good example of the very broad drafting of the [relevant] paragraph... “Wellbeing” can be described as a condition of contentedness, healthiness, and happiness. Anything that could be said to affect a person’s quality of life, either positively or negatively, is likely to affect their wellbeing. It is not restricted to matters affecting a person’s financial position. The range of personal interests is, accordingly, likely to be very broad.’*

*I agree with that. Someone can have a sense of well-being without having benefited in a material or financial way. Otherwise there would have been no need to include “or financial position” in para. [8(1)] of the Code. The true aim of para. [8(1)] of the Code was simply to prevent councillors from misusing their position for their own personal interests.*

- 22.33 In addition to this we have considered the LGA Guidance when discussing the term “affecting well-being”. It states:-

*“The term ‘well-being’ can be described as a condition of contentedness and happiness. Anything that could affect your quality of life or that of someone you are closely associated with, either positively or negatively, is likely to affect your well-being. There may, for example, be circumstances where any financial impact of a decision may be minimal but nevertheless the disruption it may cause to you or those close to*

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*you could be significant. This could be on either a temporary or permanent basis. Temporary roadworks in your street may affect your wellbeing on a temporary basis. Closure of a local amenity may have a more permanent impact on your wellbeing if you use it more than the majority of people in the area.”*

### *Non Statutory Disclosable Interest – Financial position*

- 22.34 This is straight forward in that if the business considered related to or was likely to affect the financial position of, in this case Mr Hickford, then it would come within the definition of the code.
- 22.35 The above definitions, especially the very wide interpretation which has been given to the term “well-being”, can be applied to the allegations against Mr Hickford.
- 22.36 Although we are satisfied that Mr Hickford did not have a Disclosable Pecuniary Interest in relation to County Farms matters, we consider that he did have a non statutory disclosable interest by virtue of his tenancy of Manor Farm, Girton, an asset managed by the County Farms Estate.

### *Participation in meetings if you have an interest*

- 22.37 Paragraph 10.2 of the Council’s Code of Conduct states:-

*“If you attend a meeting and are aware that you have a ‘Non Statutory Disclosable Interest in any matter to be considered, or being considered, at that meeting:*

*22.37...1 If the interest is not entered in the Authority’s register of members’ interests, you must, subject to sub-paragraph 9 above, disclose to the meeting the fact that you have a non-Statutory Disclosable Interest in that matter, and*

*22.37...2 If the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgement of the public interest, you must not:*

*22.37...2.1 Participate, or participate further, in any discussion of the matter at the meeting; or*

*22.37...2.2 Remain in the meeting room whilst the matter is being debated or participate in any vote taken on the matter at the meeting;*

*Apart from making representations, giving evidence or answering questions, prior to the commencement of the debate on that matter.*

- 22.38 Paragraph 1.5 of the General Provisions of the Council’s Code of Conduct states:-

*“In this code:*

*“**Meeting**” means any meeting of:*

- a) The Authority;*

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- b) *The executive of the Authority or the occasion of an Individual Executive Member decision'*
- c) *Any of the Authority's or its executive's committees, sub-committees, joint committees, joint sub-committees, or area committees;*
- d) *Any of the Authority's advisory groups and executive boards, working parties and panels"*

22.39 From this it is clear that the County Farms Estate Working Group meetings were meetings for the purpose of the Code.

22.40 We consider that a member of the public with knowledge of the relevant facts would reasonably have regarded Mr Hickford's participation in discussions, meetings and voting on matters relating to the County Farms Estate as so significant that it was likely to prejudice his judgement of the public interest.

22.41 As such we believe Mr Hickford should not have participated in discussions in meetings relating to the County Farms Estate. We also do not believe he should have participated in any vote relating to County Farms Estate matters.

22.42 We have therefore concluded that Mr Hickford's conduct did cause him to breach paragraph 10 of the Council's Code of Conduct.

**23. Mr Hickford's submissions**

- 23.1 At 12:37 on 11 February 2022, the following submission was made on behalf of Mr Hickford:-

*"We write further to your letter dated Wednesday 2 February 2022 received at 19:15 appending a letter together with password-protected draft report. The password was subsequently provided on Thursday 3 February 2022 allowing us to access the 175-page draft report and an egress email was sent thereafter appending more than 585 pages of evidence.*

*You have requested comments by no later than 9 am on Monday 14 February 2022, affording Mr Hickford and his legal representatives 6 working days to review this extensive report and evidence.*

*Considering the extent of the information provided to us, we would respectfully request an extension of four weeks to enable the findings and the draft report to be properly considered and responded to accordingly. Whilst we will endeavour to respond as soon as possible to the draft report, we propose a long-stop deadline of 28 March 2022. We would be grateful to receive your confirmation that the extension is agreed.*

*In the meantime, please advise where it is intended that this report ultimately be published and the extent of the publication proposed?"*

*Response*

- 23.2 We responded to Mr Hickford's solicitors as follows:-

*"Thank you for your letter of 11<sup>th</sup> February requesting an extension of 4 weeks to provide comments on the draft report in respect of Mr Hickford and Manor Farm, Girton.*

*I referred your request to the Council's Monitoring Officer (MO). The MO has indicated to me that the Council has declined your request for the following reasons:-*

- 1. The Council provided you with a procedure for the conduct of this matter on 30<sup>th</sup> July 2021. This indicated that Mr Hickford would be given 7 days to respond to a draft report. You were in fact given 10 days;*
- 2. Mr Hickford was given adequate opportunity to participate in the investigation process but declined to do so;*
- 3. The Council's Constitution and Ethics Committee will consider the final report at its meeting due to be held on Friday 25<sup>th</sup> February 2022. Should Mr Hickford object to the report findings and wishes to be heard at a hearing, the Committee will consider his representations alongside the report and decide if a hearing (at a later date) is necessary in order to reach conclusions;*
- 4. The Council cannot impose sanctions on Mr Hickford as an outcome of the process;*
- 5. There appear to be no extenuating circumstances such as illness or holiday which could necessitate a delay;*



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6. *There is a public interest in the matter being considered by the Council without undue delay.*

*We have now provided the MO with our final report. Please address any further communications concerning the report to her directly."*

## **24. Conclusion & Finding**

24.1 We have concluded that Roger Hickford's conduct in respect of his conduct towards Officers and others in relation to his tenancy of Manor Farm Girton did amount to breaches of the Council's Code of Conduct as follows:-

- (a) Official Capacity (paragraph 1.1) – he acted in his official capacity when dealing with Officers in respect of the tenancy of Manor Farm, Girton;
- (b) Respect (paragraph 2.1) – he failed to treat Officers and others acting on behalf of the Council with respect;
- (c) Bullying (paragraph 2.2(b)) – he used a bullying manner in order for the Council to pay for works that would otherwise be the responsibility of the tenant. He also used a bullying manner in order to set the terms of the Lease for Manor Farm;
- (d) Impartiality (paragraph 2.2(d)) – he compromised Officers and others' impartiality in his dealings with regard to Manor Farm;
- (e) Disrepute (paragraph 2.2(e)) – his conduct towards Officers and others and his conflict of interest would have reduced the public's confidence in him being able to fulfil his role or the Council being able to discharge its functions;
- (f) Improper use of position (paragraph 4.1) – he used his position as Deputy Leader to receive concessions that the Council would not otherwise have agreed to;
- (g) Interests (paragraphs 8 and 10) – he failed to register a disclosable pecuniary interest (the tenancy of manor Farm) within 28 days and he failed to declare a non statutory disclosable interest in meetings with regard to County Farms matters.

24.2 However, he did not breach paragraph 5.1(a) of the code, Misuse of Council resources.

### *Finding*

24.3 Our findings are that there have been breaches of the code of conduct of the authority concerned.

16 February 2022

Wilkin Chapman LLP  
**Investigating Solicitors**