

EXECUTIVE – 6 FEBRUARY 2020

[NOTE: DECLARATIONS OF INTEREST

In accordance with the Officer Employment Procedure Rules, the Finance Director, Leigh Clarke, has declared a disclosable personal interest (non-pecuniary) in Questions 1 to 10, 12, 13, 15 to 17, 21 and 22 arising from (i) her husband having a small shareholding in Woking Football Club and (ii) being a Council appointed director of Kingfield Community Sports Centre Limited. The interest does not prevent Mrs Clarke from advising on this matter.

In accordance with the Officer Employment Procedure Rules, the Head of Democratic and Legal Services, Peter Bryant, has declared a disclosable personal interest (non-pecuniary) in Questions 1 to 10, 12, 13, 15 to 17, 21 and 22 arising from (i) him being a member of the Cards Trust (the supporters' club for Woking Football Club), (ii) providing occasional unpaid assistance to Woking Football Club, e.g. acting as returning officer at the election of directors and (iii) being a Council-appointed director of Kingfield Community Sports Centre Limited. The interest does not prevent Mr Bryant from advising on this matter.

In accordance with the Officer Employment Procedure Rules, the Chief Executive, Ray Morgan, has declared a disclosable personal interest (non-pecuniary) in Question 20 arising from his position as a Director of Connect 2 Innovation Limited. The interest does not prevent Mr Morgan from advising on this matter.

In accordance with the Officer Employment Procedure Rules, the Chief Executive, Ray Morgan, the Deputy Chief Executive, Douglas Spinks, the Head of Democratic and Legal Services, Peter Bryant, the Finance Director, Leigh Clarke, and the Head of Housing, Louise Strongitharm, have declared a disclosable personal interest (non-pecuniary) in Question 23 arising from their positions as members of Corporate Management Group. The interest does not prevent Mr Morgan, Mr Spinks, Mr Bryant, Mrs Clarke and Mrs Strongitharm from advising on this matter.]

QUESTIONS

Executive Summary

The following questions have been received under Section 3 of the Executive Procedure Rules. The replies by the Portfolio Holder are set out below.

1. Question from Mrs Katie Bowes

“The £250m loan to pay Goldev Woking - how have you priced the 3.5% return provided, given that standard house builder development finance is costed at 7-10%+?”

Reply by Councillor A Azad

“Under the terms of the loan facility agreement between the Council and GolDev Woking Limited, GolDev is entitled to draw down a management charge of 3% of development costs. This charge is repayable by GolDev to the Council.”

2. Question from Mr Oliver Bowes

“What due diligence have they performed on the assumptions in Woking FC business plan, can we please see it, including sensitivity analysis?”

Reply by Councillor A Azad

“The Woking F C Business Plan has been submitted as part of the planning application for the Kingfield development. It will, as is normal in such cases, be considered when the Planning Committee determines the planning application.”

3. Question from Ms Karen Woodland

“Schedule 15 of the Agreement for Lease dated 30 January 2019 between Woking Borough Council and GolDev Woking Limited refers to another agreement called the “Peter Jordan Agreement”. Given Schedule 15 relates to the option the Council can exercise to obtain the transfer of the Peter Jordan Shares in Woking Football Club, can the Executive advise whether the Peter Jordan Agreement relates to the sale of the Peter Jordan Shares from Peter Jordan to GolDev Woking Limited?”

Reply by Councillor A Azad

“I can confirm that the Peter Jordan Agreement relates to the sale of the Peter Jordan shares to GolDev Woking Limited.”

4. Question from Ms Karen Woodland

“Schedule 15 of the Agreement for Lease dated 30 January 2019 between Woking Borough Council and GolDev Woking Limited provides an option for the transfer of Peter Jordan’s shares in Woking Football Club to be procured by GolDev Woking such that those shares are transferred to the Council. Can the Executive advise whether there are any conditions that need to be fulfilled or restrictions in place which would impact the ability of the Council to exercise the option rights?”

Reply by Councillor A Azad

“The Peter Jordan Agreement is conditional on the Woking Football Club lease being surrendered to Kingfield Community Sports Centre Limited (as part of the Kingfield development). Subject to that, there are no restrictions on the Council’s ability to exercise its option rights over Peter Jordan’s shares in Woking Football Club.”

5. Question from Ms Karen Woodland

“Schedule 15 of the Agreement for Lease dated 30 January 2019 between Woking Borough Council and GolDev Woking Limited provides the Council with rights prior to the Final Unconditional Date to have the ownership of the Peter Jordan Shares transferred to the Council. Does that right currently exist and how would the Council exercise that right?”

Reply by Councillor A Azad

“The Council can only exercise its rights over Peter Jordan’s shares in Woking Football Club when the Peter Jordan Agreement has gone unconditional. The Council would exercise its rights by serving written notice on GolDev Woking Limited.”

6. Question from Mr Andy Caulfield

“Amongst the many documents recently posted on the WBC planning portal in relation to the planning application for redevelopment of the Woking FC ground etc, is the Jeffreys Henry Financial Report for Woking FC. At page 19, point 6 there are a number of comments about an Alternative Proposal. These include reference to a publicly funded £30m stadium, to Woking BC owning the development etc.

Please confirm all information held or seen by Woking BC (that is the executive, councillors, officers, employees and /or all related persons) in relation to this Alternative Proposal, its proposed financing, funding, costs analyses and all related matters.”

Reply by Councillor A Azad

“The Council does not hold any information in relation to the Alternative Proposal.”

7. Question from Mr Andy Caulfield

“Please also confirm all information held or seen by Woking BC (that is the executive, councillors, officers, employees and/or all related persons) in relation to any and all other alternative proposals considered, previously or currently in relation to the proposed redevelopment of Woking FC and/or surrounding land, with its proposed financing, funding and costs analyses and all related matters.”

Reply by Councillor A Azad

“The Council holds a limited amount of information relating to a benchmarking exercise carried out in respect of the current GolDev/Woking Football Club proposal. This is confidential to the Council, so will not be released. I could not sensibly comment on what historic information may have previously been “seen” by the Council.”

8. Question from Mr Andy Caulfield

“In relation to the land at Egley Road acquired by Woking BC to facilitate the proposed development Plan 2019/1177, please explain why and when the original Woking BC motion changed that any acquisition of said land was subject to planning consent; please confirm all market valuations carried out to justify the £11m purchase price, and please confirm (by way of market comparator) the sum previously paid to acquire the neighbouring larger plot upon which to build Hoe Valley School and related facilities.”

Reply by Councillor A Azad

“The decision that the purchase of the Egley Road land should not be conditional on planning permission for the Kingfield and Egley Road schemes being obtained was made at the Council meeting on 6 December 2018. This followed the approval, by the Council, of the Site Allocation DPD and the publication of the Regulation 19 consultation, which meant that it was in the Council’s interests to buy the land on an unconditional basis. The purchase price was determined on a willing seller/willing buyer basis. The neighbouring land was purchased for a total consideration of £6.35m.”

9. Question from Ms Monique van Bellen

“Schedule 15 of the Agreement for Lease dated 30 January 2019 between Woking Borough Council and GolDev Woking Limited provides the Council with rights prior to the Final Unconditional Date to have the ownership of the Peter Jordan Shares transferred to the Council. When does that option expire?”

Reply by Councillor A Azad

“3rd December 2024.”

10. Question from Ms Monique van Bellen

“Schedule 15 of the Agreement for Lease dated 30 January 2019 between Woking Borough Council and GolDev Woking Limited which provides for the option to transfer the “Peter Jordan Shares” to the Council states that the “Tenant (GolDev Woking Limited) will be responsible for the payment of all consideration due to Peter Jordan in respect of the Peter Jordan Shares”. Can the Executive confirm that under the option available to the Council, the Council will not have to pay any funds to secure ownership of the Peter Jordan Shares?”

Reply by Councillor A Azad

“I can confirm that the Council would not have to pay for the Peter Jordan shares if it exercised the option in the Agreement for Lease.”

11. Question from Ms Monique van Bellen

“What systems are in place to ensure that comments on planning applications whether neutral, in support or an objection have been made by real people or organizations and are in fact legitimate?”

Reply by Councillor G S Cundy

“All comments received on applications are taken in good faith, that they are genuine and made by real people or organisations. Where it is brought to the attention of the Local Planning Authority that comments may not be genuine, the matter is looked into and further clarification on their authenticity is sought from the person or organisation that has submitted the comments.”

12. Question from Mr Lorin Adams

“On the 11th October 2019, £9,702 was paid to Latino for a business lunch, classed as official hospitality. On 25th October 2019 (two weeks later), £5,284 was paid to Latino for a business lunch, classed as official hospitality. On 28th October 2019 (three days later), £5,284 was paid to Latino for a business lunch, classed as official hospitality. This is a total of £20,591 in just three weeks on lunches. Can the Executive please provide:

- a) the itemised bills for these expenses;
- b) the number of attendees at each lunch;
- c) a list of the companies represented at the lunches.”

Reply by Councillor A Azad

“Unfortunately there was an error in the published data, the amounts referred to should be £97.02, £52.84 and £56.05. Officers are investigating how the error occurred and will correct the entries noted, together with any other affected transactions within the Council’s disclosed expenditure, as soon as possible.

To further answer your question, the business lunch on 11 October 2019 was attended by the Chief Executive and one attendee from GoDev and two attendees from Duke Lease. The business lunch on 25 October 2019 was attended by the Chief Executive and the Member of Parliament. The business lunch on 28 October 2019 was attended by the Chief Executive and one attendee from Thakeham Group. Copies of the respective receipts are set out below.”



13. Question from Mr Lorin Adams

“Regarding your answer to Question 2 of the Executive Questions on 16th January 2020, the Council did indeed agree to other things on 6 December 2018. For example, the Council approved the purchase of the Kingfield Community Stadium – referring, I assume, to the Stadium and not to the holding company with net equity of -£4,136,855. The Executive itself was unaware of the shares held by Kingfield Community Sports Centre in Woking Football Club, evidenced by your answer to an Executive Questions supplementary question on 1st October 2019.

It should be noted that this acquisition was not made known to the public until 70 days after the acquisition – and even then, not in any meaningful form.

The contract – a supposedly legally binding document – required a capacity of 10,000 with 70% seated. The Officer accepted (on behalf of a Council that explicitly voted for that same contract) a capacity of 9,026 with 48% seated (4,366 seats). That’s 40% less seats than intended, and a 10% reduction in total capacity.

In the same answer, you stated that two conditions restrict the use of delegated authority. As far as I am aware, I have to agree that the first does not apply. The second though, I disagree with your conclusion.

Firstly, as residents, we have been told repeatedly that only Council could vary the capacity. This was originally claimed to be due to the antiquated 10,000 capacity policy passed by the Council in the 1990’s. As it turned out, however, this policy would have been superseded by the policy for 10,000 approved by the current Full Council, over 20 years later (I think that we were misled on this subject, and see no reason that this policy could not have been released prior to the Part II release as it was already made clear that it was Council policy).

In your answer you state that delegated authority cannot be exercised over “(ii) Plans and strategies which the Council has decided should be approved by Full Council.”

Please correct me if I am wrong, but, Full Council approved (explicitly) the capacity of 10,000 with 70% seated. It is logical, therefore, that the Council decided that these two points should be approved by Full Council. Therefore, the varying of this policy cannot be done using delegated authority. If it could, Full Council would be redundant.

For clarity: the act of Full Council approving a policy would imply that the Council has decided that it is a matter that should be approved by Full Council. In the spirit of the Constitution and democracy, that seems quite clear to me.

Furthermore, the Executive could have recommended more ambiguous requirements. You could have recommended that “the contract provides for a stadium” without expanding. However, the Executive recommended in that motion two very clear requirements. I accept that it requires “the contract” provides. I would think that, due to the specificity of the policy, the democratic mandate from Full Council is clear. Varying the capacity would have required Council’s approval.

Putting the explicit democratic mandate aside, in numerical terms reducing the capacity from 10,000 to 9,000 may not seem significant to you – though it is still a 10% change. You therefore claimed that it is not “of great import or consequence”. Should the Officer have increased the capacity by 1,000 I may be able to accept your argument.

A reduction of 1, to 9,999 would have a significant, material impact on the legal framework within which the new stadium will exist. My understanding is that by reducing the capacity to 9,026, the Stadium is no longer, necessarily, a ‘designated ground’. I would consider this “of

great import or consequence". Whether or not this was a core driver of the Council for approving this policy is moot - it is a "necessary consequence" of their decision.

The "necessary consequence" of the Council's decision, therefore, would have been to approve the plans for a Stadium that met the requirements as unambiguously stated by the contract and policy. The Council had two simple requirements that were very specific: a 10,000 capacity with 70% seated. Any deviation from this policy would have needed consultation at Full Council.

I should note that I agree with a reduction in capacity in principle. However, this is not an issue of opinion. This is a fundamental point of our democratic system.

It should also be noted that when the petition was brought to Full Council for the capacity to be reconsidered, Mr. Bryant had already approved a capacity of 9,026 two weeks earlier. This is despite the knowledge that this matter was scheduled to be brought before Full Council – clearly a matter for Full Council to decide. He predetermined a decision that was reserved for Full Council. The publication of this decision was the 25th – a full week after the petition to Council which appears to residents as contrary to the openness expected of Council.

There is little doubt that this decision was contrary to the spirit of the constitution. The Head of Democratic and Legal Services/Monitoring Officer has the power to seal documents: to attest and execute documents giving effect to decisions of the Council. The approval of this reduction in capacity and seating was not giving effect to a decision of Council, it was varying it.

Can the Executive outline the steps that it intends to take to rectify this situation?"

Reply by Councillor A Azad

"I stand by the replies I gave to the Questions asked at previous Executive meetings. There is no "situation" to rectify. Please see below my reply to your previous question: -

"Reply to Question 2 – Executive 16 January 2020

"On 6 December 2018, Council resolved (amongst other things) that the contract with GolDev should provide for a stadium with a capacity of 10,000 of which some 70% should be general use seats. The Agreements entered into with GolDev on 30 January 2019 incorporated this provision.

The Agreements also provided for a planning application to be prepared by GolDev and approved by the Council (as landowner) before submission to the local planning authority. As has previously been stated, the draft planning application showed a stadium with a capacity of 9,026, of which 4,366 are seats. This was approved by the Head of Democratic and Legal Services (Peter Bryant), on behalf of the Council as landowner, under powers delegated to him.

The Council's Constitution contains the Scheme of Delegations. Paragraph 1.3 of the Scheme evidences the existence of Officers' ostensible authority, i.e. delegated authority that vests in Officers as a result of their position with the Council. The source of Mr Bryant's authority was this ostensible authority. In addition, the decision made by Mr Bryant to approve the draft planning application was a necessary consequence of the Council's decision to enter into the Agreements with GolDev.

It is correct that Full Council is responsible for (i) adopting new policy and new strategy and (ii) approving material departures from policy. However, this does not prevent Officers from exercising delegated authority in respect of such matters. The restriction on Officers is that they may not, under the Budget and Policy Framework Procedure Rules, take a decision that

is contrary to the Council's "policy framework". This term is defined, in Article 4 of the Constitution) as meaning:-

- (i) Plans and strategies which, by law, have to be approved by Full Council, and
- (ii) Plans and strategies which the Council has decided should be approved by Full Council.

The capacity of the stadium does not fall within this definition, so this was not a matter that could not be approved by Mr Bryant.

Finally, I do not agree that a reduction in capacity from 10,000 to 9,026 is "material" in the context of the Council's Constitution, i.e. it is not, in the context of the overall development and applying a dictionary definition of the word, "of great import or consequence"."

14. Question from Mr Lorin Adams

"In response to Question 1 of the same meeting: The Council's contingencies are to pay out of the reserves, or give up the Council assets which would likely lead to service cuts in the community due to the loss of income. These are long-term loans. Many will mature in the 2060's. You have risked burdening future generations with these huge debts - larger per resident than anywhere else in the country. What is the Council's definition of "sustainability"?"

Reply by Councillor A Azad

"Sustainability is the ability to continue to provide services to the community of Woking. Given the reductions in support from the government, and the increase in demand for services, including affordable housing, the ability to be able to support those most in need has been under threat. The use of borrowing for investment in our Borough has generated income to be able to continue to provide services, and taking a long term view on investments has enabled increased provision of affordable housing and improvements in our town. Most of the borrowing taken in recent years has been annuity loans which will be paid off over the life of the assets."

15. Question from Ms Judy Adams

"In response to Question 4 of the Executive Questions on 16th January 2020: That answer is quite frankly astonishing. To be clear, any form of monetary lending has inherent risk. You may be able to lower the risk, but it is difficult to remove it completely.

Risk is an evaluation of both the likelihood of something happening and the severity of the consequences should that happen. Firstly, the likelihood of losing any money put into the development is not nil. Secondly, the likely impact of losing a potential £250m is severe. Therefore, even a low likelihood would lead to at least a mid-level overall risk. Whether the agreement with GolDev Woking Limited is legal, prudent, or reasonable is another issue. It is without doubt putting residents' money at risk.

Does the Executive consider up to £250,000,000 of residents' money being put at risk over a private football club just a small detail?"

Reply by Councillor A Azad

"I stand by my previous reply, which I have included below. The proposed development will provide significant community benefits to Woking and a total of 1,084 much needed residential units.

"Reply to Question 4 – Executive 16 January 2020

"I do not agree that the decision to provide a revolving loan facility has put £250m at risk. As has been explained previously, the security arrangements provided for in the loan facility agreement protect the Council's interests. In particular, the Council will have:-

- (i) a legal charge over GolDev's property interests in the Kingfield Stadium and Egley Road sites, and
- (ii) a debenture over GolDev's assets.

In addition, GolDev is obliged to pay to the Council 90% of the sale proceeds of each residential property, when it is sold."

16. Question from Ms Judy Adams

"Regarding Question 5 of the last Executive Questions (16th January 2020): For us (as the residents you represent) to hold you to account in any meaningful way, we require information that is accessible. The current scanned document format makes this task incredibly time consuming and incredibly inefficient.

I assume that the current published documents were not handwritten. You acknowledge their existence in working documents – perhaps copying and pasting these sections and exporting them in a machine readable format would work, or exporting the pages from the working document directly and joining them. You may find that this is more efficient than printing and rescanning each page.

Your assumption is correct. I do not, however, accept that it is not possible to convert these documents to a machine readable format. There are many services that allow for the safe redaction of machine readable documents – I note a redacted email (in a machine readable PDF format) sent to the CEO by the Electoral Commission. The Freedom of Information Act, the Environmental Information Regulations, the Council's Constitution, Code of Conduct, among others, show the inherent value of transparency.

A possibility of the publication of documents in a machine readable format in the future is not enough. Will the Executive agree to release these documents in a machine readable format in a timely manner?"

Reply by Councillor A Azad

"As I indicated in my response 3 weeks ago, which I have included below, we don't currently have a practical solution for publishing these documents in a machine readable format. The Green Book and the Accounts both include an index which helps to navigate around the financial and performance information published. I have asked Officers to consider your suggestions to see if a cost effective resolution can be found.

"Reply to Question 5 – Executive 16 January 2020

"The format of the documents is due to the way the reports are compiled. For the Green Book and Statement of Accounts the data is compiled from a number of different sources in several different working documents. At the moment it is not possible to convert the final reports to a

machine readable format, but options to do so will be considered to see whether a solution could be found in the future. It is assumed that 'the Part II release' refers to the information published on the Laithwaite Community Stadium development plans. These are scanned documents to protect the redacted information and are therefore not in a machine readable format.”

17. Question from Ms Judy Adams

“In the context of a local authority, it should be quite clear that there is no such thing as ‘standard commercial practice’. All agreements are subject to the Freedom of Information Act, Environmental Information Regulations, among other legal responsibilities. A case study of Woking Borough Council clearly shows the priorities of the Council: “The commercial culture and ethos is embedded within the officers and members of the council”.

Much of this information is not “confidential” (in legal terms). It is simply exempt from the obligations to release the information. It allows you the choice over whether or not you release the information.

You do not release information as soon as is appropriate. The purchase of Kingfield Community Sports Centre Limited is an example of this. The first acknowledgement of the ownership of the land (and company) was months after its purchase, and only in the form of Questions to Council. The cost was not released until months later – following a refused FOI request, and being reported incorrectly in the Green Book. This is despite other purchases - such as Dukes Court Owner T.S.a.r.l - being published soon after the transaction.

Does the Council have written procedures on when an item should be published beyond the publication scheme? Can you share these with us?”

Reply by Councillor A Azad

“The Council does not have written procedures for the publication of documents. Each case is judged on its own merits in accordance with the relevant statutory provisions and guidance. Publication is the default position, with documents only being kept confidential when it is necessary to do so. I was pleased to note that the Information Commissioner recently upheld the Council’s decision to redact a small amount of information relating to the Kingfield development.”

18. Question from Mr Morgan Adams

“Are Councillors allowed to lie or mislead members of the public or the Council?”

Reply by Councillor A Azad

“No.”

19. Question from Mr Morgan Adams

“Are Officers allowed to lie or mislead members of the public or the Council?”

Reply by Councillor A Azad

“No.”

20. Question from Mr Morgan Adams

“Between the 11th January 2012 and the 17th April 2013, 20 payments were made to a company called Connect 2 Innovation Limited, totaling £97,474.76. One month later, 18th May 2013, Mr. Ray Morgan was appointed to the board of directors. Mr. Morgan became the Person with Significant Control of the company on 6th April 2016. Can the Executive explain these payments and Mr. Morgan’s rise to power?”

Reply by Councillor A Azad

“Connect 2 Innovation (C2i) was established during the period where the South East England Development Agency (SEEDA) and was a key business network organisation with representation from many agencies. Following the closure of SEEDA and the change of government support for small business the organisation reduced in scale. Ray Morgan is an unpaid Director of the organisation which established the C2i incubator in Export House and maintained some of the business support activity and networking that has supported local business. The payments are directly related to the establishment of the Incubator units on the second floor of Export House. The networking and small business support has now been superseded by “Woking Works” and the incubator licences are operated by Export House Limited upon behalf of the Council with all income going directly to the Council. C2i has effectively stopped trading and is scheduled to be closed.”

21. Question from Mr Reece Adams

“Considering the scale of the proposed overdevelopment at Kingfield, it seems clear that the Council must now consider Woking’s Villages to be part of the Town Centre despite the Leader and Mr. Morgan confirming that Kingfield was not the Town Centre just over a year ago. Should other neighbourhoods be concerned that the Council is coming for them?”

Reply by Councillor G S Cundy

“I can confirm that the Kingfield Stadium site is not located in Woking Town Centre as defined in the Woking Local Development Document – Woking Core Strategy October 2012. Whilst Mr. Adams may consider the Kingfield proposal to be overdevelopment, it has yet to be assessed through the proper planning process. I do not understand what Mr. Adams means by his reference to the Council “coming for” other neighbourhoods.”

22. Question from Mr Reece Adams

“In your answer to Question 7 on 16th January 2020, you imply that it was for the Officers in question to deem themselves appropriate for appointment to Kingfield Community Sports Centre Limited. Is this the case, were there other forms of scrutiny over these appointments?”

Reply by Councillor A Azad

“The Leader of the Council was consulted before the Finance Director and Head of Democratic and Legal Services were appointed as directors of Kingfield Community Sports Centre Limited. I have included below my response to your previous question:-

“Reply to Question 7 – Executive 16 January 2020

“Mr Bryant and Mrs Clarke have properly declared their respective interests when Woking Football Club matters have come before the Council. As Statutory Officers of the Council, they are aware of their responsibilities to act appropriately at all times. I am confident that they

would not involve themselves in any matter if they considered their interests might affect their judgment, either consciously or unconsciously.”

23. Question from Mr Reece Adams

“In your answer to Question 8 on 16th January 2020, you state “The Chief Executive is accountable to the Council”. Therefore, it is a function of Council to hold the Chief Executive to account. One function of Council is to receive petitions that relate to the functions of Council. Therefore, surely a petition asking Council to hold a member of the CMG to account is a valid petition. The petition online was clearly not vexatious or abusive. It was based on a valid, and important, point of debate for the Council.

There is a significant difference between asking for the resignation of a person and dismissal – the petition in question at no points calls for the removal of the Chief Executive. I would accept that it may be unpalatable for an Officer to stay in post should the Council have no confidence in them – though the current Executive may beg to differ. In any case, it would not be a requirement of Council to specifically affirm or deny that request – I’d refer the Executive to the Petition Scheme, section 5 “The Council’s Response”. I therefore accept your answer that it is not appropriate to change the Constitution as the Constitution already does allow for the presentation of valid petitions.

In line with the Council being an “open organization”, can the Executive re-release the report by the Monitoring Officer into the emails from Mr. Morgan, as it seems to now be unavailable. I would appreciate the opportunity to see the robust and thorough measures of accountability that the Council uses.”

Reply by Councillor A Azad

“I stand by my previous reply, which I have included below. It is not clear what report Mr Adams is asking to be re-released. I have asked the Monitoring Officer to contact Mr Adams to clarify this.

“Reply to Question 8 – Executive 16 January 2020

“The Chief Executive is accountable to the Council. The Council, subject to necessary statutory processes, can dismiss the Chief Executive if it has grounds to do so. The Council did not, and would not, approve a petition being placed on its online system in respect of an employee or an employment matter. I do not consider it appropriate to change the Constitution in that regard.”

Background Papers: None.

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