



# GUIDELINES FOR IMPLEMENTING ICP DECISIONS

in line with the Non-statutory Off-site Mitigation and Compensation Policy

## 1—Background

The Independent Compensation Panel (ICP) is responsible for awarding mitigation and compensation in line with the Non-statutory Off-site Mitigation and Compensation Policy (NSOMCP). The decision is binding on Tideway, although Tideway or the Claimant can appeal the decision with the Independent Complaints Commissioner (ICC), who reviews the ICP's decision to determine whether due process has been followed.

## 2—Purpose

These guidelines have been drafted by Tideway to ensure the ICP's decisions are awarded consistently and in line with the intentions of the ICP when setting out the decision.

The ICP has been made aware of these guidelines, which in turn enables it to understand the basis on which its decisions will be implemented.

Any future updates or amendments to these guidelines will be referred to the ICP to ensure a consistent understanding in implementation of mitigation or compensation awards.

## 3—Implementation of Awards

Tideway is to implement the awards determined by the ICP. Tideway is not able to review or amend awards without an application to the ICP.

### 3.1—ICP Decisions

The ICP may award mitigation or compensation to claimants who evidence that their individual circumstances render them more sensitive to the effects of construction works or evidence a financial loss as a result of Tideway construction works. Previous mitigation and compensation awards include:

- Respite Awards
  - Daily respite
  - Holiday respite

- Rehousing (Local alternative respite accommodation)
  - Short-term
  - Medium-term
  - Long-term
- Noise, dust and light mitigation
  - TAP style mitigation package (secondary glazing & mechanical ventilation)
  - Portable air filtration or air conditioning units
  - Fans
  - Blackout blinds
  - Noise cancelling headphones
- Professional services
  - Professional fees
  - Counselling/therapy sessions
- Compensation
  - Compensation for demonstrable financial loss

Where Claimants have previously been offered noise and dust mitigation packages as part of the Development Consent Order (DCO) approval process (often referred to as a Trigger Action Plan, or TAP), the ICP has consistently held that these packages should be installed prior to considering any additional effects of Tideway's works on an individual.

Further, the ICP has consistently held that claims for mitigation cannot be awarded retrospectively, that is, after a specific event has occurred.

### **3.2—Respite Awards**

Respite is awarded to enable a resident to spend some time out of the house and away from the impacts of the construction site either occasionally on a daily basis or for a period of time, depending on the individual needs of the Claimant.

Where respite is awarded, Tideway implements the award based on the principles below:

#### **Daily Respite**

The daily respite rate applied is up to £30 per day, per person approved by the ICP, reimbursed on production of receipts.

Costs will be reimbursed, on production of receipts by the Claimant, where it is clear to Tideway that the money was spent on out of home activities. Examples of such activities could include tickets to the cinema, dining out for lunch, a visit to a day spa or getting a haircut.

Tideway will not reimburse costs for tobacco or alcohol or for items usually purchased as part of household shopping (for example groceries or household cleaning items), or items of clothing.

The respite amount of £30 per day per person cannot be accrued or cumulated. Where the Claimant incurs a cost less than £30, the actual cost incurred will be reimbursed in line with the receipted amount. Where a claimant spends over the allocated £30 per day, the Claimant will only receive the capped amount of £30 for that day.

Children under one year old are not eligible to receive daily respite payments.

### **Holiday Respite**

The length of a respite holiday is determined by the ICP based on the circumstance of each individual case. Depending on the decision of the ICP, Claimants may be able to choose their own holiday respite destinations, either within the UK or abroad.

Where the ICP includes the cost of travel, accommodation or meals when awarding holiday respite Tideway will fund the following:

#### **Travel**

A maximum amount of £120 per ICP-approved person for a return journey. Reimbursement is on production of receipts.

#### **Accommodation**

For accommodation within London Zone 1: up to £150 per ICP-approved adult (aged 16 and over) or £200 ICP-approved per couple per night will be reimbursed. For accommodation anywhere outside of London Zone 1: up to £100 per ICP-approved adult (aged 16 and over) per night will be reimbursed. Children aged under 16 would be expected to share with adults. Reimbursement is on production of receipts.

#### **Meal allowance**

Claimants choosing to stay in a hotel are given £30 per ICP-approved person per day towards meal costs. Claimants are not required to produce receipts for meal purchases. This is because hotels do not have cooking facilities, and so occupants would need to purchase each meal. Claimants who choose to stay in self-catering properties would not be allocated a meal allowance as they are expected to purchase and cook food as they would ordinarily do if at home.

### **3.3—Rehousing**

In some cases, the ICP may award temporary rehousing. Rehousing may be short-term, medium-term, or long-term.

Where rehousing is awarded, accommodation is sought within the local area, close to the resident's own home, although far enough away from the Tideway site so as not to be disturbed by the site works. The Claimant is able to choose their preferred local accommodation which is to be approved by Tideway.

## **Short-term accommodation**

Tideway offers hotel stays for Claimants who are awarded respite accommodation of up to two weeks.

### **Travel**

Tideway will reimburse costs for a standard taxi fare to the hotel at the beginning of the stay and back to the residence at the end of the stay. Reimbursement is on production of receipts.

### **Accommodation**

For accommodation within London Zone 1: up to £150 per ICP-approved adult (aged 16 and over) per night will be reimbursed. For accommodation anywhere outside of London Zone 1: up to £100 per ICP-approved adult (aged 16 and over) per night will be reimbursed. Children aged under 16 would be expected to share with adults. Reimbursement is on production of receipts.

### **Meal allowance**

Claimants staying in a hotel are given £30 per ICP-approved person per day towards meal costs to eat out. Claimants are not required to produce receipts for meal purchases.

## **Medium-term accommodation**

Tideway offers serviced apartments for Claimants who are awarded respite accommodation of between two weeks and six months.

### **Travel**

Tideway will reimburse costs for a standard taxi fare to the apartment at the beginning of the stay and back to the residence at the end of the stay. Reimbursement is on production of receipts.

For longer stays, or circumstances such as home offices, Tideway will pay reasonable cost of removals to the provided accommodation and back to the residence at the end of the stay. To fairly assess reasonableness of fees, Tideway requests three quotes from reputable removal companies. Tideway will select a removal company from the three quotes and pay the Claimant the quoted amount. The Claimant must provide receipt on completion of services.

### **Accommodation**

Tideway will provide a list of suitable properties to the Claimant who has the final choice of property. The Claimant can also suggest suitable properties if able to do so. Tideway pays the medium-term accommodation supplier direct and the Claimant is required to sign a respite agreement direct with Tideway.

### **Meal allowance**

No meal allowance is provided for apartments as individuals are expected to purchase and cook food as they would ordinarily do if at home.

## **Long-term accommodation**

Where rehousing is awarded for a period longer than six months, Tideway funds a property on an Assured Shorthold Tenancy (AST).

### **Travel**

Tideway will pay reasonable cost of removals to the provided accommodation and back to the residence at the end of the stay. To fairly assess reasonableness of fees, Tideway request three quotes from reputable removal companies. Tideway will select a removal company from the three quotes and pay the Claimant the quoted amount. The Claimant must provide receipt on completion of services.

### **Accommodation**

Tideway will determine the budget and style of accommodation in line with the resident's existing living arrangements, and will provide a list of suitable properties within the local area. The Claimant is able to select one of the provided options or source a similar property for Tideway approval. The Claimant has the final decision on which property they move into.

The Claimant is required to sign the AST agreement with an additional clause stating that Tideway is responsible for paying the rent. The Claimant will also be required to sign a respite agreement direct with Tideway.

Meal allowance – No meal allowance is provided for long term rehousing as individuals are expected to purchase and cook food as they would ordinarily do if at home.

## **3.4—Noise, Dust and light Mitigation:**

In some circumstances, noise and dust mitigation measures are awarded by the ICP.

### **TAP-style mitigation package**

For standard noise and dust mitigation, Tideway will implement what is offered to a number of Trigger Action Plan properties (details of TAPs can be found within the NSOMCP). This consists of secondary glazing to selected windows and doors; mechanical ventilation units; and in some cases, blinds.

This mitigation is installed by Tideway contractors upon instruction by Tideway, working with the Claimant and building owner as required.

An amount of £55 per ventilation unit per year will be paid to Claimants to contribute to the cost of any increase in electricity bills as a result of running the mechanical ventilation units.

### **Portable Air Filtration or Air Conditioning Units**

Where the ICP has awarded portable air filtration or air conditioning unit/s to minimise dust, Tideway will reimburse costs up to £300 per filtration unit on production of receipts. Tideway will also cover the cost of two replacement filters, per unit per year, on production of receipts.

An amount of £55 per unit, per year will be paid to Claimants to contribute to the cost of any increase in electricity bills as a result of running the filtration units.

### **Fans**

In some instances the ICP will award a Claimant fans to help recirculate the air within a room. Where this is awarded Tideway will reimburse costs up to £50 per fan on production of receipts. An amount of £55 per fan, per year will be paid to Claimants to contribute to the cost of any increase in electricity bills as a result of running the fans.

### **Blackout blinds implementation**

Where an application for blackout blinds has been awarded, the Claimant will be asked to obtain a quote from a reputable supplier. This quote will be reviewed against other quotes received for similar jobs. If the quote is accepted we will set the supplier up on our system and the Claimant will be able to instruct the company to proceed with the installation. We will confirm with the Claimant that the blinds have been installed prior to releasing the final payment to the blind installation company.

### **Noise-Cancelling Headphones**

Where noise-cancelling headphones are awarded, the claimant will be reimbursed for the purchase of a set of headphones up to the limit of £100 per set. Payment will be reimbursed upon production of receipts.

## **3.5—Professional Services**

### **Professional fees**

Tideway pays reasonable professional fees, such as surveyor or legal fees, as awarded by the ICP. The test for reasonableness is based on the amount of time spend on a claim, accounting for the complexity and size of the award, as well as the hourly rate applied by the professional, considering the industry norms.

### **Counselling/therapy Sessions:**

Where the ICP has awarded counselling or therapy session, the Claimant is able to select their own professional for ICP approval. The panel will require the counsellor to submit a report following initial consultation. Tideway will reimburse costs of up to £300 for this initial consultation and report. Further sessions will be reimbursed upon receipt up to £150 per session.

## **3.6—Compensation**

Compensation awarded for demonstrable financial loss will be paid by Tideway in line with the ICP decision.

## 4—General

All cases where compensation is to be paid or costs reimbursed to Claimants, the Claimant will first need to be set up on Tideway's finance system. Where applicable, Tideway will ask the Claimant to complete a 'New Supplier' form to enable payment.

### **Suspected Fraud**

Tideway has a zero tolerance policy towards fraud and will investigate where there is suspected fraud. Tideway undertakes regular audits and reserves the right to recuperate costs where it suspects fraudulent behaviour.

Tideway understands things can change, and should be notified immediately of any change in circumstances. As well as notifying Tideway of any changes, where monies which have been expended by you and reimbursed by Tideway are refunded, you are required to transfer the refund to Tideway in full until the award can be implemented.

Tideway will notify the ICP where it suspects fraudulent activity by a Claimant and may elect to further action with the appropriate authorities.

### **Providing Receipts**

Receipts are to be provided prior to funds being reimbursed. Claimants are to provide headed, itemised receipts which are legible and from a reputable business. These receipts must include the dates, price breakdown, company name and registration number as well as the items purchased.

Credit or debit card receipts are not acceptable. Handwritten receipts are also not acceptable.

### **Advance payments**

If your financial circumstances mean you are unable to pay for mitigation upfront and be reimbursed later, please let Tideway know. We may be able to purchase some items direct or where required provide an advance payment. An advance payment option is less favourable as it essentially places a claimant in debt with Tideway (pending receipts). We understand in some cases however, this is the best approach; in these instances Tideway will request evidence of the need to have an advance payment system in place.

### **Overpayments**

Overpayments occur when Tideway has paid money to a claimant but there is no legitimate, verifiable evidence of the spend on record. Overpayments include advance payments and payments obtained by misleading or fraudulent information. In these instances, the amount overpaid to the claimant will be recorded and deducted from any further awards. Claimants who are in receipt of overpayments are still able to put applications to the ICP for consideration, any successful award would only be reimbursed by Tideway once the overpaid amount has been evidenced and accounted for by valid receipts, repaid or deducted from future payments.

## 5—COVID-19 Update

The panel has continued to meet via teleconference through out the Coronavirus pandemic to consider applications.

Government lockdowns and restrictions have impacted the implementation of certain awards. Tideway will continue to monitor implementation of existing awards in line with relevant Government guidelines in place at the time. Where Tideway suspends ICP awards, these are put before the ICP to ratify Tideway's approach and review awards to provide an extension where necessary.