

Cabinet

9 September 2025

All-Age Pan-Dorset Appropriate Adult Service - contract extension approval

For Decision

Cabinet Member:

Cllr S Robinson, Adult Social Care

Local Councillor(s): n/a county wide

Senior Leadership Team:

J Price, Executive Director of People - Adults

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Statutory Authority:

Under Section 38 of the Crime and Disorder Act 1998, Local Authorities have a legal duty to ensure the provision of appropriate adults for children (under 18) who are detained, questioned, or strip-searched by police.

Although police have a statutory duty under the Police and Criminal Evidence Act 1984 (PACE) to secure an appropriate adult for vulnerable people, there is no corresponding legal obligation for any authority to ensure the availability of appropriate adults for vulnerable adults (e.g. those with learning disabilities, autism, mental ill health).

Refer to 4.2 to 4.4 for further details.

Report status: Public (the exemption paragraph is N/A)

1. Executive summary

- 1.1 Appropriate adults safeguard the interests, rights, entitlements and welfare of children, young people and vulnerable adults who are suspected of a criminal offence.
- 1.2 Dorset Council have a contract with The Appropriate Adult Service (TAAS) to deliver this service when another appropriate adult is not available. This contract expires on 30 September 2025.

- 1.3 We are seeking approval to extend TAAS's contract for 6 months. The original total contract value was under £500,000, so it did not require Cabinet approval. However, this extension takes the total value to £529,977.
- 1.4 The service is jointly commissioned by Dorset Council, BCP Council and the Dorset Police and Crime Commissioner. A formal agreement between these partners have delayed re-procuring this service, hence the need to extend the current contract.

2. Recommendation(s)

- 2.1 Council is recommended to approve extension of the existing contract for the All-Age Pan-Dorset Appropriate Adult Service with TAAS from 1 October 2025 to 31 March 2026.

3. Reason for the recommendation(s)

- 3.1 In early 2025 Dorset Council scheduled a new procurement of this service so that a new contract would be in place for 1 July 2025. However, this was subject to all partners signing a Participation Agreement. Unforeseen delays finalising this agreement with partners have led to extending the re-procurement timeline and requiring an extension to the contract with the current provider. This agreement has now been signed by all partners.
- 3.2 With this extension there is also an opportunity to bring the contract into line with financial years which is beneficial to all. If the new contract starts on 1 April 2026, its term will span financial years, whilst the current contract is across two financial years. This makes financial planning easier for Dorset Council, our partners and the provider who will be awarded the contract.

4. The report

- 4.1 Appropriate adults¹ safeguard the interests, rights, entitlements and welfare of children, young people and vulnerable adults who are suspected of a criminal offence. The appropriate adult can be a parent, carer or other responsible relation or friend. When these options are not available, alternative representation must be available.
- 4.2 The Police and Criminal Evidence Act (PACE)² sets out the rules and safeguards for the appropriate adult role. Appropriate adults provide safeguards to prevent miscarriages of justice because of evidence obtained from vulnerable suspects, which could lead to unsafe and unfair convictions because of their vulnerability.
- 4.3 Local Authorities (LAs) have a statutory duty to provide appropriate adults for children under 18 years. Relevant LA employees or the Youth Justice Service can be the appropriate adult. However, this is not always possible, including when a child or young person is taken into custody in the evenings, overnight and at weekends. A consideration is also made of who, in the child's best interests, should act as their appropriate adult. For serious alleged offences, the priority might be an experienced appropriate adult (provided by TAAS). Whilst for other offences, a person who knows the child well could be more suitable, if they are available to attend the custody suite in a reasonable time.
- 4.4 Whilst vulnerable adults are also required to have an appropriate adult, a gap in the law means there is not a statutory duty outlining which agency is responsible. The government have created an appropriate adult partnership agreement³ between Police and Crime Commissioners and LAs to plug this gap. This summarises responsibilities, including joint commissioning and monitoring of appropriate adult services. The National Appropriate Adult Network campaign⁴ policymakers to further address this disparity.
- 4.5 Partners made a local decision to include care leavers aged 18 to 25 years old as vulnerable adults who have the right to an appropriate adult. Whilst they are adults, it was agreed that the costs would be met from the children's element, due to our corporate parenting responsibilities.
- 4.6 The absence of an appropriate adult when required can result in:
- evidence being ruled inadmissible in court
 - miscarriages of justice
 - extended detention times
 - failure to protect vulnerable individuals' rights

¹ [About Appropriate Adults - National Appropriate Adult Network](#)

² Police and Criminal Evidence Act (PACE) 1984 Code C 1.7 and Crime and Disorder Act 1998 Section 38 (4): [Code of Practice](#)

³ [Appropriate adult PCC-local authority partnership agreement - GOV.UK](#)

⁴ [Statutory provision - National Appropriate Adult Network](#)

- 4.7 After an initial pilot, a partnership was formed to jointly commission an appropriate adult service in 2021 with:
- Dorset Council: Children's Services (lead) and Adults' Services
 - BCP Council: Children's Services and Adults' Services
 - Dorset Police and Crime Commissioner (DPCC)
- 4.8 Following a thorough options appraisal, a decision was made to procure through the Yorkshire Purchasing Organisation (YPO) Appropriate Adult Dynamic Purchasing System⁵. The Appropriate Adult Service (TAAS) was subsequently awarded the contract.
- 4.9 The initial term was 1 July 2021 to 30 June 2023, with two optional 1 year extensions, which were both used. This meant the contract was due to end on 30 June 2025.
- 4.10 Dorset Council had planned to run another tender via the YPO Appropriate Adult Dynamic Purchasing System in early 2025, so that a new contract would be in place for 1 July 2025. However, this was subject to all partners signing a Participation Agreement. This agreement was drafted by Dorset Council's legal team to outline responsibilities between the Lead Commissioner (Dorset Council) and the Participating Authorities (the other partners).
- 4.11 Delays finalising and signing this agreement subsequently delayed this procurement and led to extending TAA's contract for 3 months until 30 September 2025. Dorset Council's exemptions process was sufficient approval for this extension, because:
- it was in accordance with Public Contract Regulations 2015 (PCR2015), including being below the threshold for Light Touch Regime services (6.1)
 - the total contract value also remained below £500,000 (Cabinet approval threshold)
- 4.12 Unforeseen continued delays to finalise and sign the Participation Agreement led to the procurement timescales being adjusted again. This agreement has now been signed, so we can progress with the procurement in September 2025.
- 4.13 The delay means we are required to extend TAAS's contract from 1 October 2025 to 31 March 2026. The original total contract value was under £500,000, so it did not require Cabinet approval. However, this extension of the contract term takes the total value to £529,977. This is £29,977 above the threshold that requires Cabinet approval.

⁵ [YPO Appropriate Adults DPS – 1015](#)

5. Alternative options considered

- 5.1 The tender process could have progressed without the Participation Agreement in place. However, as the contract will be between Dorset Council and the provider, there are risks if situations change with any partners. For example, if any partner wanted to withdraw from the arrangement or reduce their financial contribution throughout the term of the contract.
- 5.2 We must extend the contract to ensure Dorset Council and our partners can continue to provide appropriate adults for children and vulnerable adults.
- 5.3 Whilst TAAS's contract could have been extended for shorter time for a lower value, partners agreed 31 March 2026 so that:
 - there is sufficient time for a TUPE⁶ process. These regulations protect employees' rights if the incumbent provider is not awarded the new contract and the service is transferred to a new provider
 - the benefits of a contract that spans financial years (described in 7.7)

6. Legal considerations

- 6.1 The Yorkshire Purchasing Organisation (YPS) DPS was awarded under the Light Touch Regime as per the Official Journal of the European Union (OJEU) Notice in accordance with the Public Contract Regulations 2015 (PCR 15) and the financial threshold at the time of OJEU. The revised total contract value of £529,977, £635,972 including VAT, remains below the current financial threshold for Light Touch Regime £663,540 inclusive of VAT. Therefore, under PCR15 the proposed extension is permitted.
- 6.2 Our responsibilities to provide appropriate adults to children, young people and vulnerable adults are outlined in 4.2 to 4.4.

⁶ TUPE means Transfer of Undertakings (Protection of Employment)

7. Financial implications

- 7.1 Historical analysis of data and negotiations with partners led to an agreement of how costs would be split between partners, as per the tables below. These splits apply to the current contract and the new contract that will start from 1 April 2026 (which is underpinned by the Participation Agreement).

Adult's element

Partner	Overall % split	LA % split
DPCC	39%	
BCP Council	61%	60%
Dorset Council		40%

Children's element (including care leavers)

Partner	Overall % split	LA % split
DPCC	30%	
BCP Council	70%	60%
Dorset Council		40%

- 7.2 One of the reasons for splitting costs this way is because responsibility for providing an appropriate adult is determined by where a child or vulnerable adult is detained in custody, not where they live. Some may even live in other parts of the country.
- 7.3 When TAAS agreed to extend their contract until 30 September 2025, they did not request an increase because it was just for 3 months. However, when they were asked to extend for a further 6 months, they said the hourly rate was not sustainable and requested 3.6% increase. Partners had already agreed their financial contributions for the new contract when it was initially due to commence on 1 July 2025. This is sufficient to cover this increase, so all three partners agreed this could be applied to this extension period with TAAS.
- 7.4 Partners pay TAAS an hourly rate for the actual number of hours their appropriate adults spend with a children, young people and vulnerable adults held in custody each month. Therefore, we are only charged for actual usage rather than a specific monthly value.
- 7.5 Historically, contributions for the children's element have been sufficient for actual usage. Partners have needed to top-up their contributions at the end of most contract years for the adult's element, due to higher than forecasted demand.
- 7.6 Based on spend in the 2024/25 contract year, the forecasted cost to extend TAAS's contract for an additional 6 months is £49,827. It is proposed to round this up to £60,000 as a contingency for a potential spike in demand. It is unlikely this full

amount is required, but as it remains below the PCR2015 Light Touch Regime threshold (6.1), it is sensible to ensure there is more than sufficient funds to fulfil the remainder of the contract.

- 7.7 An added benefit of the new contract starting on 1 April 2026 is that it will span financial years. The current contract's term requires partners to agree and manage their contributions across two financial years. This is problematic for financial planning, especially when the contributions are not sufficient. This is also likely to be more attractive to providers on the market, for the same reason.

8. Natural environment, climate & ecology implications

- 8.1 The contract requires appropriate adults to arrive as soon as possible after the police request is made, normally within one hour and always within two hours. This means the provider must recruit appropriate adults that live close to Weymouth and Bournemouth custody suits. This reduces travel and its impact on our environment and climate.

9. Well-being and health implications

- 9.1 A key element of the role of an appropriate adult is to protect the wellbeing of children, young people and vulnerable adults whilst they are held in custody. This includes ensuring they can participate effectively and are treated in a fair and just manner. For example, by ensuring:

- they are offered food, drink and medical assistance if required
- proper provision is made for rest
- access to a solicitor has been offered

10. Other implications

- 10.1 Approval of the recommendation to extend TAAS's contract has wider implications than just Dorset Council, but also for our partners BCP Council and the Dorset Police and Crime Commissioner.
- 10.2 Dorset Council, BCP Council and Dorset Youth Justice do not have capacity to directly provide appropriate adults from their own employees for all those eligible; especially during out-of-hours. They are also not always best placed to be the appropriate adult, as described in 4.3.

11. Risk implications

- 11.1 Having considered the risks associated with this decision; the level of risk has been identified as:

Current risk: **High**

The likelihood of not meeting our responsibilities to provide appropriate adults if we do not extend TAAS's contract is assessed as 'certain' and the impact 'moderate'. Therefore, the current risk to the council and our partners is assessed as **high**.

Residual risk: **Low**

Extending TAAS's contract mitigates the risks of not meeting our responsibilities. It reduces likelihood to 'unlikely' and 'limited' impact. Therefore, the residual risk to the council and our partners is assessed as **low**.

12. Equalities

- 12.1 An Equalities Impact Assessment was completed in preparation for procurement of the current contract. This paper is merely recommending we extend this arrangement and does not materially change who the service is delivered too.

13. Appendices

None

12 Background papers

None

13 Report sign-off

- 13.1 This report has been through the internal report clearance process and has been signed off by the Director for Legal and Democratic (Monitoring Officer), the Executive Director for Corporate Development (Section 151 Officer) and the appropriate Portfolio Holder(s).