

Cabinet

20 July 2016

Time 3.30 pm **Public Meeting?** YES **Type of meeting** Executive

Venue Committee Room 3 - Civic Centre, St Peter's Square, Wolverhampton WV1 1SH

Membership

Chair Cllr Roger Lawrence (Lab)

Vice-chair Cllr Peter Bilson (Lab)

Labour

Cllr Claire Darke
Cllr Steve Evans
Cllr Val Gibson
Cllr Milkinderpal Jaspal
Cllr Andrew Johnson
Cllr John Reynolds
Cllr Sandra Samuels
Cllr Paul Sweet

Quorum for this meeting is five Councillors.

Information for the Public

If you have any queries about this meeting, please contact the democratic support team:

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Some items are discussed in private because of their confidential or commercial nature. These reports are not available to the public.

Agenda

Part 1 – items open to the press and public

Item No. *Title*

MEETING BUSINESS ITEMS

- 1 **Apologies for absence**
- 2 **Declaration of interests**
- 3 **Minutes of the previous meeting - 29 June 2016** (Pages 5 - 8)
[For approval]
- 4 **Matters arising**
[To consider any matters arising from the minutes of the previous meeting]

DECISION ITEMS (RED - FOR DECISION BY THE COUNCIL)

- 5 **Treasury Management Annual report 2015/16 and activity monitoring quarter one 2016/17** (Pages 9 - 34)
[To approve matters relating to the year-end position with regard to treasury management arrangements and activity; and to receive an update on treasury management activity in 2016/17]

DECISION ITEMS (AMBER - DELEGATED TO THE CABINET)

- 6 **Revenue budget outturn 2015/16** (Pages 35 - 70)
[To report on the Council's revenue budget outturn position for 2015/16 compared with approved budgets and targets]
- 7 **Reserves, provisions and balances 2015/16** (Pages 71 - 90)
[To consider details of the resources currently held in reserves, provisions and general balances by the Council as at 31 March 2016 taking account of the outturn position for 2015/16]
- 8 **Draft budget strategy and medium term financial strategy 2017/18 - 2019/20**
(Pages 91 - 110)
[To provide an update on progress towards identifying additional budget reduction and income generation targets in order to address the projected £22.2 million budget deficit for 2017/18]
- 9 **Wolverhampton Youth Justice plan** (Pages 111 - 124)
[To approve the adoption of the Youth Justice plan 2016/17]
- 10 **Wolverhampton Anti-social Behaviour team - Anti-social Behaviour policy**
(Pages 125 - 156)
[To endorse the Wolverhampton Anti-social (ASB) Behaviour Team's ASB Policy]

- 11 **Joint All Age Carer strategy 2016-2020** (Pages 157 - 198)
[To approve the strategy and implementation plan]
- 12 **Joint commissioning of Independent Living service** (Pages 199 - 206)
[To approve the development of a commissioning plan to jointly commission the community equipment element of the Independent Living Service (ILS) with Wolverhampton Clinical Commissioning Group].
- 13 **Wolverhampton's tenant management organisation updated modular management agreements** (Pages 207 - 296)
[To agree delegated arrangements to approve the final versions of the new updated modular management agreements and their associated schedules]
- 14 **School place planning** (Pages 297 - 330)
[To approve the Primary School Organisation Strategy 2016-2018 and the Secondary Sufficiency Strategy 2016-2018]
- 15 **City Centre highways enhancement works - 2016/17** (Pages 331 - 336)
[To approve city centre highway enhancement works proposed to take place in 2016/17]
- 16 **New Cross residents parking scheme** (Pages 337 - 360)
[To approve a proposed approach to the implementation of a Residents/ Business and pay and display parking scheme]
- 17 **Exclusion of press and public**
[To pass the following resolution:

That in accordance with Section 100A(4) of the Local Government Act 1972 the press and public be excluded from the meeting for the following items of business as they involve the likely disclosure of exempt information on the grounds shown below.]

Part 2 - exempt items, closed to press and public

<i>Item No.</i>	<i>Title</i>	<i>Grounds for Exemption</i>
18	HeadStart phase three (Pages 361 - 366) [To receive the outcome of the application for the Headstart Phase 3 project funding from the Big Lottery]	Information relating to the financial or business affairs of any particular person (including the authority holding that information) Para (3)
19	Local Housing Company (Pages 367 - 426) [To approve the creation of a Council-owned housing company to undertake commercial home building, initially on sites to be purchased from the Council]	Information relating to the financial or business affairs of any particular person (including the authority holding that information) Para (3)

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Meeting of the Cabinet

Minutes - 29 June 2016

Attendance

Members of the Cabinet

Cllr Roger Lawrence (Chair)
Cllr Claire Darke
Cllr Steve Evans
Cllr Val Gibson
Cllr Milkinderpal Jaspal
Cllr Andrew Johnson
Cllr John Reynolds
Cllr Sandra Samuels

Employees

Dereck Francis	Democratic Support Officer
Tim Johnson	Strategic Director - Place
Linda Sanders	Strategic Director - People
Mark Taylor	Director of Finance

Part 1 – items open to the press and public

Item No. *Title*

- 1 **Apologies for absence**
Apologies for absence were submitted on behalf of Cllrs Peter Bilson and Paul Sweet.
- 2 **Declaration of interests**
No declarations of interests were made.
- 3 **Minutes of the previous meeting - 8 June 2016**
Resolved:
 That the minutes of the previous meeting held on 8 June 2016 be approved as a correct record and signed by the Chair.
- 4 **Matters arising**
There were no matters arising from the minutes of the previous meeting.
- 5 **Corporate Plan 2016-2019**
Cllr Roger Lawrence presented a report on the outcome based business planning approach to and progress against developing the new three-year Corporate Plan for 2016/19. A final draft of the Corporate Plan for 2016/19 was attached to the report and was recommended to Full Council for approval.

Resolved:

1. That the outcome based business planning approach to the development and content of the new three-year Corporate Plan be endorsed.
2. That the Corporate Plan be referred to Council on 20 July 2016 for approval.

6 Capital budget outturn 2015/16 including quarter one capital budget monitoring 2016/17 and financial strategy

Cllr Andrew Johnson presented a report on the outturn position of the capital budget for 2015/16 and on an update of the 2016/17 financial performance of the General Fund and Housing Revenue Account (HRA) capital programmes and the revised forecasts for 2016/17 to 2020/21 as at quarter one of 2016/17. The report also included a revised General Fund and HRA capital programmes for the period 2016/17 to 2020/21.

Cllr Johnson also informed Cabinet that an update report on the Civic Halls would be presented to Cabinet (Resources) Panel on 19 July 2016. If the recommendations to the report are approved, it would impact on the capital programme to be reported to Full Council on 20 July. He there sought approval to an additional recommendation to fully reflect in the capital programme report to Full Council, any changes made to the capital programme between now and 20 July 2016.

Resolved:

1. That Full Council be recommended to:
 - a. Approve the revised medium term General Fund capital programme of £272.6 million, an increase of £11.0 million from the previously approved programme, reflecting the latest projected expenditure for the medium term.
 - b. Approve the revised medium term HRA capital programme of £249.5 million, an increase of £24.1 million from the previously approved programme.
 - c. Approve the additional resources for two new and sixty two existing General Fund projects totalling £11.0 million and for 9 existing HRA projects totalling £24.1 million.
 - d. Approve the updated capital financial strategy relating to: the approval of future capital projects, the declaration of identified underspends and the use of capital receipts to either reduce the Councils need to borrow to fund the approved capital programme or to apply the receipts on revenue reform projects under the new capital receipt flexibility arrangements.
2. That ten General Fund and two HRA virements totalling £14.7 million be approved.
3. That the updated schedules of works for the capital projects under the following directorates be approved:
 - a. Corporate: ICTS and in relation to Education; Primary Expansion programme, Capital Maintenance and Building Schools for the Future (BSF).

- b. People: Sports Investment Strategy, Co-location, Short Breaks for Disabled Children, Community Hubs and Early Education – Two Year Education Pilot.
 - c. Place: Corporate Asset Management, Urban Parks Refurbishment, Disposals Programme, Accessing Growth Fund, Managing Short Trips, Structural Maintenance, Markets Services, Leisure Centres and Southside programme.
 - d. Place: Housing Revenue Account.
4. That authority be delegated during 2016/17 to the Cabinet Member for Resources in consultation with the Director of Finance to approve the allocation of the provision of the 'Corporate Contingency' to individual capital projects in order that corporate priorities may be addressed in a more agile and timely manner.
5. That authority be delegated to the Cabinet Member for City Environment, in consultation with the Strategic Director for Place, to approve the allocation of the Non Highway Structures provision for future programmes budget, to individual capital projects in order to address structural issues in a timely manner.
6. That authority be delegated to the Cabinet Member for Resources, in consultation with the Director of Finance, to approve the allocation of the provision of the 'Corporate Asset Management Programme' to reserve capital projects, in order so that they may be progressed in a timely manner if priority projects are delivered under budget or do not proceed
7. That it be noted that:
- a. The General Fund outturn position for 2015/16 which stands at 74.3% of the approved capital budget.
 - b. The General Fund expenditure position for quarter one of 2016/17 stands at 15.3% of the approved capital budget.
 - c. The HRA outturn position for 2015/16 stands at 80.8% of the approved capital budget.
 - d. The HRA expenditure position for quarter one of 2016/17 stands at 20.3% of the approved capital budget.
 - e. At the time of writing the report, work was being undertaken in relation to a number of specific capital projects. As a result of this work, should any amendments to the capital programme be approved by Cabinet (Resources) Panel subsequent to this meeting and prior to Council on 20 July 2016, then the report to Council would fully reflect such changes and provide a comprehensive update to the capital programme.

7 Community infrastructure levy (CIL) update

Cllr John Reynolds presented the report that set out a consideration of the costs and benefits of implementing a Community Infrastructure Levy (CIL) in Wolverhampton, in light of current market conditions and viability evidence.

The CIL was a standard charge which local planning authorities were empowered, but not required, to charge on many types of new development to pay for a range of infrastructure.

Resolved:

1. That the commissioning of a viability study to consider the deliverability of CIL in Wolverhampton at a cost of £20,000, to be met from the regeneration reserve be approved;
2. That a further report on the completed viability study be submitted to Cabinet in October 2016 and, subject to the findings, Cabinet move forward to introduce a CIL for Wolverhampton.

8 Statutory quality bus partnership

Cllr Steve Evans presented the report which outlined the anticipated benefits of a Statutory Quality Bus Partnership (SQBP) for Wolverhampton City Centre and how these benefits would be achieved. Mainly these were an improved quality of buses and better control of operators within the confines of the city centre ring road.

Resolved:

1. That the development and formal consultation of a Statutory Quality Bus Partnership (SQBP) for the City Centre, in partnership with the West Midlands Combined Authority (formerly Centro) be approved.
2. That the implementation of necessary changes to Traffic Regulation Orders within the SQBP area be approved,
3. That subject to the resolution of any objections to the SQBP scheme, the Director of Governance be authorised to sign the SQBP agreement with the West Midlands Combined Authority.

Cabinet Meeting

20 July 2016

Report title	Treasury Management – Annual Report 2015/16 and Activity Monitoring Quarter One 2016/17	
Decision designation	RED	
Cabinet member with lead responsibility	Councillor Andrew Johnson Resources	
Key decision	Yes	
In forward plan	Yes	
Wards affected	All	
Accountable director	Mark Taylor, Director of Finance	
Originating service	Strategic Finance	
Accountable employee(s)	Claire Nye Tel Email	Chief Accountant 01902 550478 Claire.Nye@wolverhampton.gov.uk
Report to be/has been considered by	Strategic Executive Board Council Confident Capable Council Scrutiny Panel	8 July 2016 21 September 2016 14 September 2016

Recommendations for decision:

1. That Cabinet recommends that Council approves:
 - (a) The amendment to paragraph 1.4 of the Annual Investment Strategy by lowering the minimum sovereign rating from AA+ to AA with regard to the Council's investment lending list (paragraph 5.2).

2. The Cabinet recommends that Council notes:
 - (a) The Council operated within the approved Prudential and Treasury Management Indicators, and also within the requirements set out in the Council's approved Treasury Management Policy Statement during 2015/16.

- (b) Revenue savings of £7.6 million for the General Fund (including a special dividend from Birmingham Airport of £3.6 million) and £1.5 million for the Housing Revenue Account were generated from treasury management activities in 2015/16.
- (c) Revenue savings of £886,000 million for the General Fund and £254,000 for the Housing Revenue Account are forecast from treasury management activities in 2016/17.
- (d) The capital programme figures included in this report assumes that the updated requests for capital resources being reported to Cabinet (Resources) Panel on 19 July 2016 and Council on 20 July 2016 are approved. If this were not to be the case revised figures would be provided to Full Council on 21 September 2016.

Recommendations for noting:

1. The Cabinet is asked to note:
 - (a) That it is proposed that a total of £1.5 million of the treasury underspend in 2015/16 will be transferred into the Treasury Management Equalisation Reserve, this is subject to approval by Cabinet in the Reserves, Provisions and Balances 2015/16 report which is also being considered at this meeting (paragraph 3.5).

1.0 Purpose

- 1.1 This report sets out the results of treasury management activities carried out in 2015/16, together with performance against the Prudential Indicators previously approved by Council. It also provides a monitoring and progress report on treasury management activity for the first quarter of 2016/17, in line with the Prudential Indicators approved by Council in March 2016.

2.0 Background

- 2.1 The treasury management activities of the Council are underpinned by The Chartered Institute of Public Finance and Accountancy's (CIPFA) Code of Practice on Treasury Management. For further information on the requirements of the Code please refer to the Treasury Management Strategy 2016/17 report which can be accessed online on the Council's website by following the link:

<http://wolverhampton.moderngov.co.uk/documents/s21176/Treasury%20management%20strategy%20201617.pdf>

- 2.2 Treasury management is defined as:

“The management of the local authority's cash flows, its banking, money market and capital market transactions; the effective control of the risks associated with those activities; and the pursuit of optimum performance consistent with those risks.”

- 2.3 The system of controls on local authority capital investment is based largely on self-regulation by local authorities themselves. At its heart is CIPFA's Prudential Code for Capital Finance.
- 2.4 Cabinet / Cabinet (Resources) Panel received quarterly reports during 2015/16 to monitor performance against the strategy and Prudential Indicators previously approved by Council.
- 2.5 The Council continued to use Capita Asset Services as treasury management advisors throughout 2015/16 and 2016/17 to date. Capita provides market data and intelligence on which the Council can make decisions regarding all aspects of treasury management activities and in particular, managing the risks associated with investing surplus cash.

3.0 The strategy and outturn for 2015/16

- 3.1 The strategy for 2015/16 was to maintain cash balances at a reduced level, therefore keeping to a minimum the credit risk incurred by holding investments and to avoid the higher costs of external borrowing compared to interest foregone on cash balances, thereby generating revenue savings.
- 3.2 During the course of 2015/16, the Council followed the recommendations as set out in the Treasury Management Strategy 2015/16. This included the authorised borrowing limit

set at £1,003.5 million, the Treasury Management Strategy, the Annual Investment Strategy, the Prudential Indicators and the Annual Minimum Revenue Provision (MRP) Statement.

- 3.3 The Treasury Management outturn for 2015/16 compared to budget is shown in Table 1.

Table 1 – Treasury management budget and outturn 2015/16

	Approved Budget £000	Outturn £000	Variance £000
General Fund	13,422	5,822	(7,600)
Housing Revenue Account	14,157	12,706	(1,451)
Total	27,579	18,528	(9,051)

- 3.4 Overall there was a saving of £7.6 million for the General Fund for 2015/16 and a saving of £1.5 million for the HRA. The saving for the General Fund is mainly due to a reduced borrowing need in year because of slippage in the capital programme and also receipt of a special dividend of £3.6 million from Birmingham Airport Holdings.
- 3.5 In order to ensure that the revenue implications of the capital programme do not impact adversely on the revenue budget, a Treasury Management Equalisation Reserve was established during 2015/16. This specific reserve will be called on as and when required to support the revenue costs associated with slippage in the capital programme. Of the overall General Fund underspend, in 2015/16, £1.5 million of the General Fund saving mentioned above will be transferred into this reserve, subject to approval of the Reserves, Provisions and Balances 2015/16 report which is also being considered at this meeting.
- 3.6 In addition, subject to approval of the Reserves, Provisions and Balances 2015/16 report, a further £3.6 million relating to the special dividend will also be transferred to the Budget Contingency Reserve to support the 2017/18 budget strategy.
- 3.7 No institutions in which investments were made had any difficulty in repaying investments or interest in full during the year and no arrangements had to be made to prematurely withdraw funds from any investments as a result of a downgrade in their respective credit rating.
- 3.8 No debt was rescheduled in 2015/16. Opportunities for rescheduling are now minimal since the Public Works Loans Board (PWLB) amended their discount calculation basis, and no opportunity to reschedule arose during the year.
- 3.9 Table 2 shows the average rate of interest payable and receivable in 2014/15 and 2015/16.

Table 2 - Average interest rate payable and receivable in 2014/15 and 2015/16

	2014/15 Actual	2015/16 Actual
Average Interest Rate Payable	3.67%	3.74%
Average Interest Rate Receivable	0.44%	0.47%

Borrowing outturn for 2015/16

- 3.10 The average debt interest rate increased marginally from 3.67% in 2014/15 to 3.74% in 2015/16. The Council undertakes borrowing only when necessary to maintain sufficient cash flow balances and after monitoring the market to take advantage of the best available rates. A summary of the borrowing and repayment activities is shown below with the average interest rates; this activity has resulted in a slightly higher overall average rate for the year.

Table 3 – Summary of borrowing and repayment activities

	Short Term £000	Average Rate %	Long Term £000	Average Rate %
New Loans Raised	46,250	0.71%	82,000	2.51%
Repayment of Loans	(43,450)	0.69%	(26,605)	2.37%

- 3.11 The Council's need to borrow and the rates available continue to be monitored in order to achieve optimum results. The Council's medium term forecast is regularly updated to reflect actual borrowing that takes place along with any revisions to future anticipated borrowing.
- 3.12 The Council's Capital Financing Requirement (CFR) increased from £779.0 million to £832.7 million throughout 2015/16. This reflects a net increase in the Council's underlying need to borrow for capital purposes. This was split between the General Fund and Housing Revenue Account at a rate of 65.8% and 34.2% respectively (2014/15: 61.1% and 38.9%).
- 3.13 Table 4 shows how the increase in actual external borrowing arose during the year.

Table 4 – Increase in actual external borrowing 2015/16

	£000
Opening Balance at 1 April 2015	591,357
Less: Repayments	
- Maturity Loans from PWLB	(26,605)
- Temporary Loans	(43,450)
Subtotal	(70,055)
Add: New Borrowing	
-PWLB Loan	82,000
-Temporary Loans	46,250
Subtotal	128,250
Net borrowing 2015/16	58,195
Closing Balance at 31 March 2016	649,552

- 3.14 Appendix A shows a summary of this position along with a detailed breakdown of new loans and repayments made throughout the year.

Investment outturn for 2015/16

- 3.15 The actual interest rate earned from investments increased slightly from 0.44% in 2014/15 to 0.47% in 2015/16.
- 3.16 The approach during the year was to continue to use cash balances to finance capital expenditure so as to keep cash balances low. This minimised counterparty risk on investments and also maximised treasury management budget savings as investment rates were much lower than most new borrowing rates.
- 3.17 The Council manages its investments in-house and invests only in the institutions listed in the Council's approved lending list, which is reviewed each time a counterparty is subject to a credit rating amendment. The Council's strategy allows for investments for a range of periods from overnight to five years, depending on the Council's cash flows, its interest rate view and the interest rates on offer. However, in order to maintain sufficient liquidity whilst total investment levels are relatively low, most investments have been placed for shorter durations.

4.0 2016/17 forecast

- 4.1 The forecast outturn for treasury management activities in 2016/17 compared to budget is shown in Table 5.

Table 5 – Treasury management budget and forecast outturn 2016/17

	Approved Budget £000	Forecast Outturn £000	Variance £000
General Fund	13,219	12,333	(886)
Housing Revenue Account	13,310	13,056	(254)
Total	26,529	25,389	(1,140)

4.2 Overall savings of £886,000 for the General Fund and £254,000 for the HRA are projected for the year 2016/17. This is mainly due to changes in interest rates. The Council's strategy is to continue to use cash balances to finance capital expenditure rather than external borrowing. Borrowings are actively managed to achieve savings wherever possible.

4.3 Appendix B shows a comparison of the latest estimates of Prudential and Treasury Management Indicators over the medium term period with the equivalent figures which were approved by Council in March 2016.

Borrowing forecast for 2016/17

4.4 The Council's need to borrow and the rates available continue to be monitored in order to achieve optimum results. The Council's medium term forecast is regularly updated to reflect actual borrowing that takes place along with any revisions to future anticipated borrowing.

4.5 Table 6 shows the average rate of interest payable in 2015/16 and forecast for 2016/17.

Table 6 - Average interest rate payable in 2015/16 and 2016/17

	2015/16 Actual	2016/17 Forecast
Average Interest Rate Payable	3.74%	3.67%

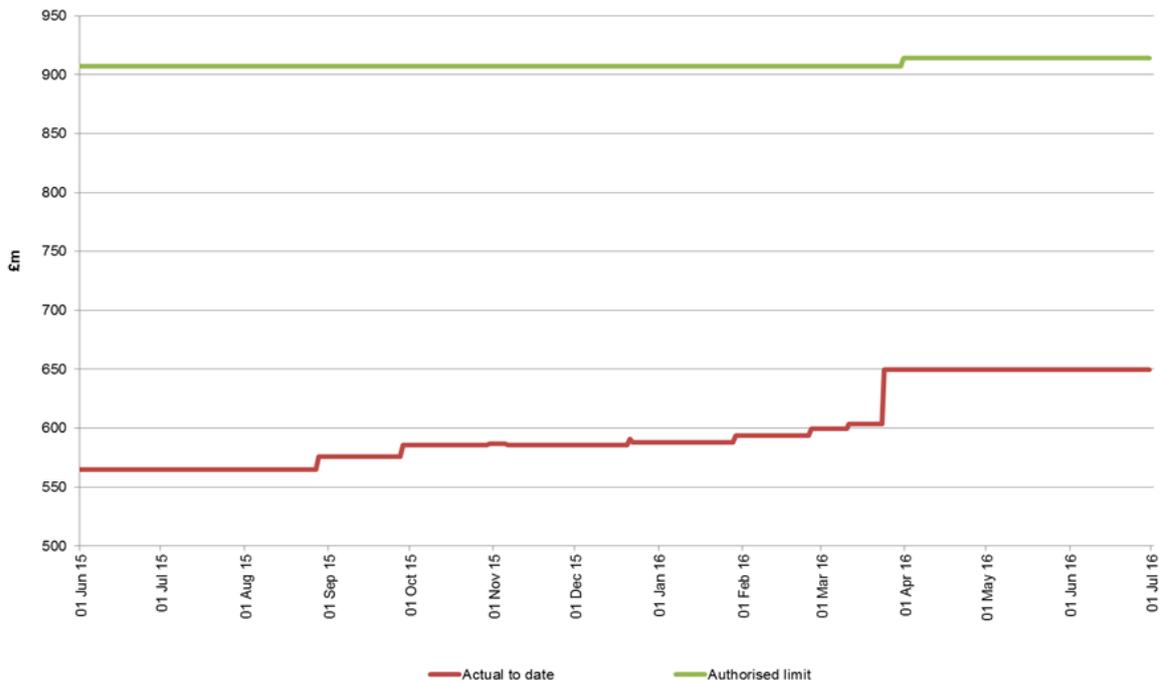
4.6 The average rate of interest payable by the Council is estimated to fall from 3.74% to 3.67% for 2016/17.

4.7 Each year it is necessary to raise new loans to finance capital expenditure and to replace existing maturing borrowing. The Council's policy is to prioritise the use of capital receipts to finance capital expenditure. Balances which are set aside to meet credit liabilities (i.e. to repay borrowing) are used to reduce the external borrowing requirement. Decisions to take borrowing will be made by the Director of Finance when it is judged that rates are likely to be at their lowest levels, and probably about to rise according to market indications, and only when an inflow of funds is required to meet imminent cash

flow commitments. This will keep overall surplus cash balances to a minimum, in line with the current strategy. Appendix C shows the maturity profile of external borrowing.

- 4.8 As always, the Council needs to be mindful that the opportunity to secure short term savings by postponing longer term borrowing requirements takes into account the risk of long term rates increasing in the future. Appendix D includes the Capita commentary for quarter one 2016/17 and forecasts that interest rates across all periods will increase up to June 2019 although this view may change after the Monetary Policy Committee meets on Thursday to discuss the UK base rate. The Director of Finance will continue to keep actual and forecast rates under close review in this regard.
- 4.9 The Council's borrowing profile continues to operate within the overall limits previously approved by Council, as shown in Chart 1.

Chart 1 - Comparison of borrowing within approved borrowing limits over the previous 12 months



- 4.10 The level of borrowing at 30 June 2016 is £649.6 million. Appendix A shows a summary of this position along with a detailed breakdown of new loans and repayments made throughout the year. £80.6 million of existing borrowing is due to be repaid between quarters two to four.
- 4.11 In March 2016, Council approved a net borrowing requirement for 2016/17 of £165.7 million. The forecast net borrowing requirement for 2016/17 is £177.1 million, as shown in appendix E. This appendix also shows the details for the disclosure for certainty rate, which enables the Council to access discounted borrowing at 0.20% below normal PWLB rates.

Investment forecast for 2016/17

- 4.12 The approach during the year is to continue to use cash balances to finance capital expenditure so as to keep cash balances low.
- 4.13 Table 7 shows the total amount of surplus funds invested as at 31 March 2016 and 30 June 2016.

Table 7 – Total amounts invested 2016/17

	31 March 2016 £000	30 June 2016 £000
Business Reserve Accounts	181	10,255
Money Market Funds	42,830	7,920
	43,011	18,175
Average cash balance for the year to date	16,551	30,541

- 4.14 Money Market Funds and Business Reserve Accounts are the main investments used as these have high credit ratings and instant access. This is based on the Council's low appetite for risk.
- 4.15 The Council's cash flow balance for the first quarter of the current financial year has moved between a low of £15.9 million and a maximum of £49.9 million. The average cash balance for the quarter being £30.5 million.
- 4.16 Table 8 shows the budgeted average rate of interest receivable in 2016/17 and the forecast for the year.

Table 8 – Average interest rate receivable in 2016/17

	2016/17 Budget	2016/17 Forecast
Average Interest Rate Receivable	0.50%	0.50%

- 4.17 Appendix D details Capita's view of interest rate forecasts following the EU Referendum; Capita is forecasting the Bank Rate to reduce with lower rates for longer. Therefore, due to the uncertainty surrounding rates and the relatively small amounts of budgeted interest for the Council (£40,000) in 2016/17, the forecast has been kept as budget until it becomes clearer as to the effect on the rates obtained from the Council's Money Market Funds and Business Reserve Accounts.
- 4.18 The Council will avoid locking into longer term deals while investment rates are at historically low levels. Investment rates are expected to continue to be below long term borrowing rates, in which case, the Council can minimise its overall net treasury costs in

the short term by continuing to avoid new external borrowing and by using internal cash balances to finance new capital expenditure or to replace maturing external debt (this is referred to as internal borrowing).

- 4.19 The approved Treasury Management Code of Practice sets out the criteria to be used for creating and managing approved counterparty lists and limits. As a result of any changes to credit criteria, the Director of Finance is authorised to make changes to the list of approved counterparties. In the event that any of these counterparties fall below the Council's minimum lending criteria, activity in that account will temporarily cease and any balance withdrawn immediately. The impact of the EU Referendum and how it affects the Council's investments lending list is discussed in the section 6.
- 4.20 In quarter one 2016/17 the Director of Finance has not been required to use his discretion to temporarily exceed any upper limits with approved counter-parties.

5.0 EU Referendum impact on investment activities

- 5.1 As a result of the EU Referendum, on 23 June 2016 Fitch downgraded the sovereign rating of the UK from AA+ to AA. The Annual Investment Strategy approved by Council in March 2016 stated investments would only be placed in countries where the minimum sovereign rating was AA+, see below:

APPENDIX B

1.4 Country limits

The Council has determined that it will only use approved counterparties from countries with a minimum sovereign credit rating of AA+ from Fitch Ratings (or equivalent from other agencies if Fitch does not provide). The list of countries that qualify using this credit criteria as at the date of this report is shown below. This list will be amended by employees should ratings change in accordance with this policy.

- 5.2 With the downgrade the Council's bank account provider, National Westminster Bank plc, no longer meets the current approved minimum sovereign rating. Approval is therefore being sought to amend paragraph 1.4 of the Annual Investment Strategy to lower the minimum sovereign credit rating to AA so National Westminster Bank plc remains on the lending list. In addition, further possible investment opportunities may become available while still ensuring proper levels of security and liquidity.
- 5.3 Appendix F shows the Council's current specified investments lending list with this change to minimum sovereign incorporated.

6.0 Financial implications

6.1 The financial implications are discussed in the body of this report.
[SH/08072016/X]

7.0 Legal implications

7.1 The Council's Treasury Management activity must be carried out in accordance with the requirements of the Local Government Act 2003. In addition the Local Government and Housing Act 1989 sets out requirements for local authorities in respect of capital controls, borrowing and credit arrangements. The Council is also required to comply with the Local Authority (Capital Finance and Accounting) (England) (Amendment) Regulations 2008.

7.2 Treasury Management relates to the management of the Council's cash flow, borrowing and cash investments. This involves seeking the best rates of interest for borrowing, earning interest on investments, whilst managing risk in making financial decisions and adopting proper accounting practice.

7.3 The area is heavily regulated. The Local Government and Housing Act 1989 regulates the operation of the Housing Revenue Account. The 'CIPFA Code of Practice for Treasury Management in the Public Services', contains Treasury Management indicators and advice on Treasury Management Strategy. Investment strategy is regulated by 'DCLG Guidance on Local Government Investments' issued initially in 2004 and re-issued in 2010. Part 2 of this Guidance is statutory guidance.
[TS/08072016/F]

8.0 Equalities implications

8.1 This report has no equality implications.

9.0 Environmental implications

9.1 This report has no environmental implications.

10.0 Human resources implications

10.1 This report has no human resources implications.

11.0 Corporate landlord implications

11.1 This report has no corporate landlord implications.

12.0 Schedule of background papers

Treasury Management Strategy 2015/16, Report to Cabinet, 25 February 2015

Treasury Management – Annual Report 2014/15 and Activity Monitoring Quarter One 2015/16, Report to Cabinet, 22 July 2015

Revenue Budget Monitoring 2015/16 , Report to Cabinet (Resources) Panel, 17 November 2015

Capital programme 2015/16 to 2019/20 quarter two review, Report to Cabinet, 9 December 2015

Treasury Management Activity Monitoring – Mid Year Review 2015/16, Report to Cabinet, 9 December 2015

Quarter Three Treasury Management Activity Monitoring, Report to Cabinet (Resources) Panel, 9 February 2016

2016/17 Budget and Medium Term Financial Strategy 2016/17 – 2019/20, Report to Cabinet, 24 February 2016

Capital Programme 2015/16 to 2019/20 quarter three review and 2016/17 to 2020/21 Budget Strategy, Report to Cabinet, 24 February 2016

Treasury Management Strategy 2016/17, Report to Cabinet, 24 February 2016

Reserves, Provisions and Balances 2015/16, Report to Cabinet, 20 July 2016

Draft Budget and Medium Term Financial Strategy 2017/18 – 2019/20, Report to Cabinet, 20 July 2016

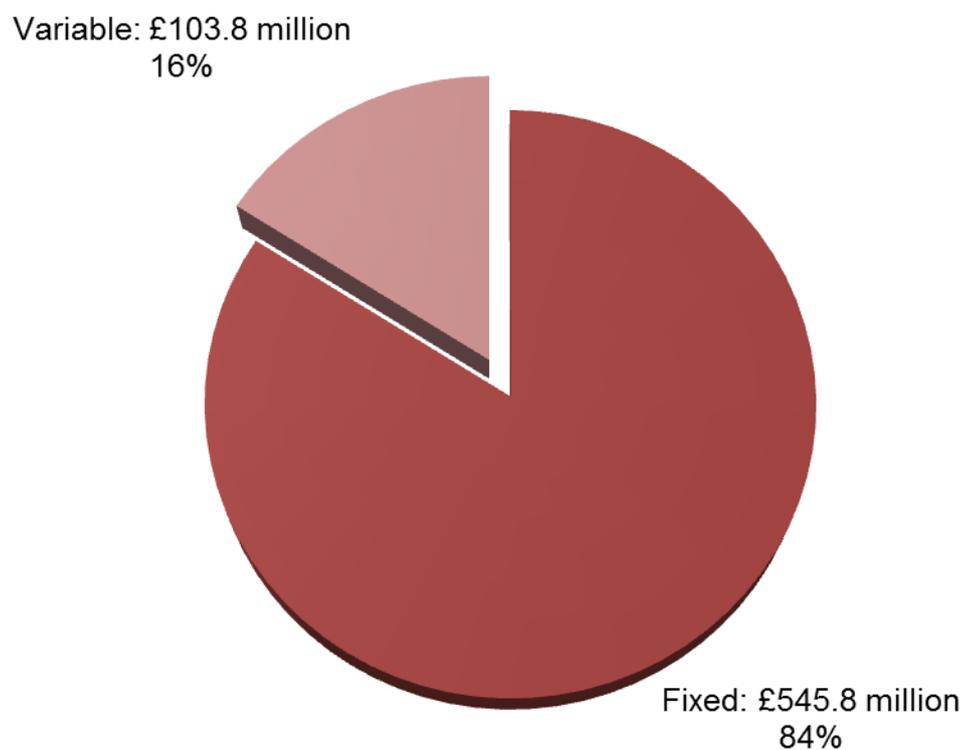
13.0 Schedule of appendices

App	Title	Page(s)
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Borrowing: Graphical Summary

As at 31 March 2016

Borrowing by Type



APPENDIX A

Borrowing and Repayments in 2015/16

	Start Date	Maturity Date	Amount £000	Length	Interest Rate	Full Year Interest £
2015/16 Borrowing						
PWLB Fixed Maturity:				years		
504619	29/01/2016	29/01/2031	26,500	15	2.91%	771,150
504620	29/01/2016	29/01/2031	5,500	15	2.71%	149,050
504839	24/03/2016	24/03/2021	12,500	5	1.65%	206,250
504840	24/03/2016	24/03/2026	12,500	10	2.33%	291,250
504841	24/03/2016	24/03/2066	25,000	50	2.97%	742,500
			82,000		2.51%	2,160,200
Temporary Loans:				days		
Bristol City Council	28/08/2015	26/08/2016	14,000	364	0.60%	84,000
Bristol City Council	28/08/2015	26/08/2016	3,000	364	0.60%	18,000
Wokingham Borough Council	28/08/2015	26/08/2016	2,000	364	0.58%	11,600
Solihull DC	28/09/2015	26/09/2016	2,000	364	0.60%	12,000
LB of Barking & Dagenham	28/09/2015	28/09/2017	8,000	731	0.94%	75,200
Derbyshire Pension Fund	30/10/2015	06/11/2015	1,250	7	0.50%	120
Solihull DC	27/11/2015	25/11/2016	2,000	364	0.65%	13,000
Derbyshire County Council	27/11/2015	25/11/2016	3,000	364	0.67%	20,100
West Sussex County Council	21/12/2015	19/12/2016	4,000	364	0.70%	28,000
Bath & North East Somerset DC	21/12/2015	19/12/2016	1,000	364	0.64%	6,400
West Sussex County Council	26/02/2016	26/02/2019	6,000	1096	1.30%	78,000
			46,250		0.71%	346,420

	Start Date	Maturity Date	Amount £000	Length	Interest Rate	Full Year Interest £
2015/16 Repayments						
PWLB Fixed Maturity:				years		
497365	28/05/2010	25/05/2015	26,605	5	2.37%	630,539
			26,605		2.37%	630,539
Temporary Loans:				days		
London Borough of Brent	28/02/2014	28/08/2015	5,000	546	1.00%	50,000
Cambridge City Council	28/02/2014	28/08/2015	3,000	546	1.00%	30,000
Derbyshire Pension Fund	30/10/2015	06/11/2015	1,250	7	0.50%	120
West Midlands Police Authority	28/11/2014	27/11/2015	5,000	364	0.65%	32,500
Portsmouth City Council	22/12/2014	22/12/2015	3,000	365	0.64%	19,200
Bath & North East Somerset DC	30/01/2015	29/01/2016	7,400	364	0.60%	44,400
Portsmouth City Council	30/01/2015	29/01/2016	5,000	364	0.62%	31,000
Stevenage Borough Council	30/01/2015	29/01/2016	3,800	364	0.61%	23,180
London Borough of Havering	30/01/2015	29/01/2016	5,000	364	0.64%	32,000
Derbyshire County Council	30/01/2015	29/01/2016	5,000	364	0.67%	33,500
			43,450		0.69%	295,900

APPENDIX A

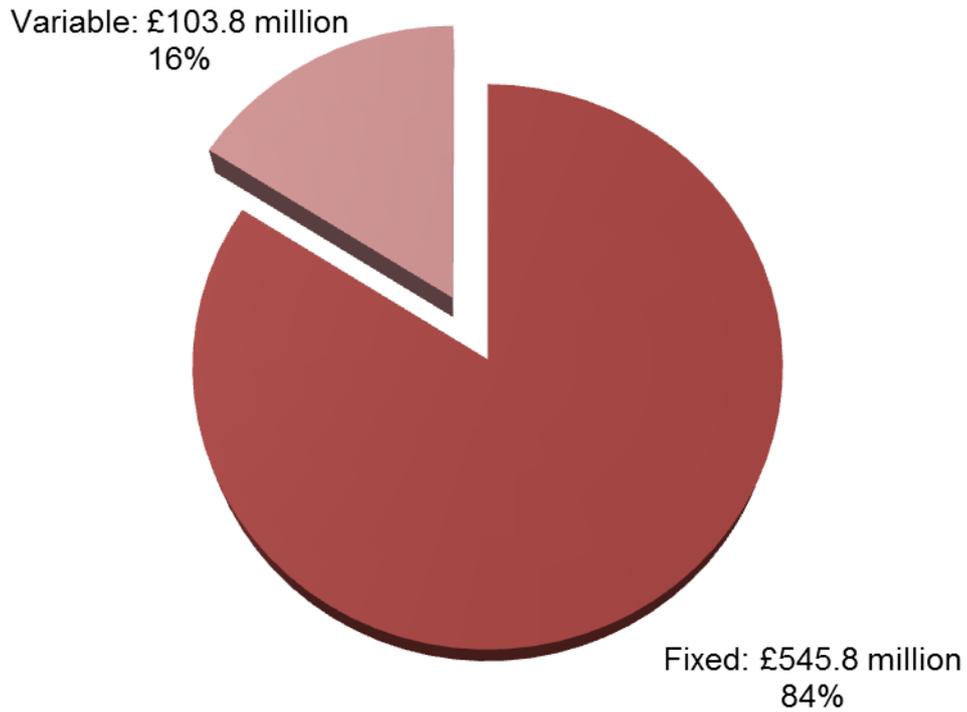
Loans due to be repaid but extended on new terms in 2015/16

	Start Date	Maturity Date	Amount £000	Length	Interest Rate	Full Year Interest £
2015/16 Extensions						
Temporary Loans:						
				days		
LB of Hillingdon	27/03/2014	28/09/2015	7,000	550	0.95%	66,500
	28/09/2015	26/09/2016		364	0.60%	42,000
Bristol City Council	01/12/2014	30/11/2015	6,000	364	0.70%	42,000
	30/11/2015	28/11/2016		364	0.65%	39,000
Milton Keynes Borough Council	22/12/2014	21/12/2015	10,000	364	0.68%	68,000
	21/12/2015	19/12/2016		364	0.64%	64,000
			23,000		0.70%	321,500

Borrowing: Graphical Summary

As at 30 June 2016

Borrowing by Type



Borrowing and Repayments in 2016/17

	Start Date	Maturity Date	Amount £000	Length	Interest Rate	Full Year Interest £
2016/17 Borrowing						
No activity for quarter one						
2016/17 Repayments						
No activity for quarter one						

Debt and Treasury Management - Prudential and Treasury Management Indicators

Prudential Indicators (PI)

PI for Affordability - These indicators are used to ensure the total capital investment of the council is within a sustainable limit and the impact of these decisions are considered with regard to acceptable council tax and housing rent levels.

PI 1 - Estimates and Actual ratio of financing costs to net revenue stream.									
This represents the cost of financing capital expenditure as a % of net revenue for both the General Fund and HRA.									
	Approved by Council 2 March 2016				As at 30 June 2016				
	2015/16 Forecast	2016/17 Forecast	2017/18 Forecast	2018/19 Forecast	2015/16 Actual	2016/17 Forecast	2017/18 Forecast	2018/19 Forecast	
General Fund	4.3%	6.0%	7.6%	14.4%	2.6%	5.6%	6.7%	11.3%	
HRA	34.9%	35.2%	36.1%	38.0%	35.2%	35.8%	35.9%	36.9%	

PI 2 - Estimates of the incremental impact of capital investment decisions on the council tax and housing rents.									
The council could consider different options for its capital investment programme in relation to their different impact on the council tax and housing rents. Negatives reflect a reduction in total capital expenditure.									
	Approved by Council 2 March 2016				As at 30 June 2016				
	2015/16 Forecast £	2016/17 Forecast £	2017/18 Forecast £	2018/19 Forecast £	2015/16 Actual £	2016/17 Forecast £	2017/18 Forecast £	2018/19 Forecast £	
Financial year impact									
Implications of the capital programme for year:									
For Band D council tax	63.97	97.03	120.34	127.56	39.49	105.80	166.79	179.37	
For average weekly housing rents	1.45	1.42	3.36	3.93	0.47	1.85	4.24	4.81	
Marginal impact to previous quarter									
Implications of the capital programme for year:									
For Band D council tax	1.42	7.98	12.65	14.11	(24.48)	8.77	46.45	51.81	
For average weekly housing rents	(0.28)	(0.25)	(0.50)	(0.60)	(0.98)	0.43	0.87	0.87	

PI 3 - Estimates and actual capital expenditure.									
Full details of capital expenditure plans and funding can be found in the Capital budget outturn 2015/16 including quarter one capital budget monitoring 2016/17 report.									
	Approved by Council 2 March 2016				As at 30 June 2016				
	2015/16 Forecast £000	2016/17 Forecast £000	2017/18 Forecast £000	2018/19 Forecast £000	2015/16 Actual £000	2016/17 Forecast £000	2017/18 Forecast £000	2018/19 Forecast £000	
General Fund	93,196	108,733	45,622	13,884	68,490	129,225	68,099	17,952	
HRA	62,826	48,616	52,014	32,269	50,769	57,005	57,812	32,278	
	156,022	157,349	97,636	46,153	119,259	186,230	125,911	50,230	

Debt and Treasury Management - Prudential and Treasury Management Indicators

PI 4 - Estimates and actual capital financing requirement General Fund and HRA.								
The capital financing requirement measures the authority's underlying need to borrow for a capital purpose.								
	Approved by Council 2 March 2016				As at 30 June 2016			
	2015/16 Forecast £000	2016/17 Forecast £000	2017/18 Forecast £000	2018/19 Forecast £000	2015/16 Actual £000	2016/17 Forecast £000	2017/18 Forecast £000	2018/19 Forecast £000
General Fund	564,694	632,523	646,065	636,114	548,038	615,989	653,530	650,038
HRA	294,917	293,338	304,899	301,482	284,633	293,076	310,225	306,817
	859,611	925,861	950,964	937,596	832,671	909,065	963,755	956,855

PI 5 - Authorised limit for external debt.				
These limits apply to the total external debt gross of investments and separately identify borrowing from other long term liabilities such as finance leases including Private Finance Initiatives (PFI).				
	Approved by Council 2 March 2016			
	2015/16 Limit £000	2016/17 Limit £000	2017/18 Limit £000	2018/19 Limit £000
Borrowing	906,895	914,038	913,021	918,009
Other Long Term Liabilities	96,557	94,585	92,488	90,005
Total Authorised Limit	1,003,452	1,008,623	1,005,509	1,008,014
Actual and Forecast External Debt as at 30 June 2016	750,598	841,874	909,474	921,271
Variance (Under) / Over Authorised limit	(252,854)	(166,749)	(96,035)	(86,743)

PI 6 - Operational boundary for external debt.				
This is based on the same estimates as the authorised limit but directly reflects the Director of Finance's estimate of the most likely, prudent but not worst case scenario, without the additional headroom included.				
	Approved by Council 2 March 2016			
	2015/16 Limit £000	2016/17 Limit £000	2017/18 Limit £000	2018/19 Limit £000
Borrowing	880,937	893,284	902,994	915,006
Other Long Term Liabilities	96,557	94,585	92,488	90,005
Total Operational Boundary Limit	977,494	987,869	995,482	1,005,011
Actual and Forecast External Debt as at 30 June 2016	750,598	841,874	909,474	921,271
Variance (Under) / Over Operational Boundary Limit	(226,896)	(145,995)	(86,008)	(83,740)

Debt and Treasury Management - Prudential and Treasury Management Indicators

PI 7 - HRA limit on indebtedness.

This maximum debt limit has been set by Government as part of the self-financing regime and is compared to the HRA capital financing

	Approved by Council 2 March 2016				As at 30 June 2016			
	2015/16	2016/17	2017/18	2018/19	2015/16	2016/17	2017/18	2018/19
	Forecast £000	Forecast £000	Forecast £000	Forecast £000	Actual £000	Forecast £000	Forecast £000	Forecast £000
HRA Debt Limit	356,770	356,770	356,770	356,770	356,770	356,770	356,770	356,770
HRA Capital Financing Requirement	294,917	293,338	304,899	301,482	284,633	293,076	310,225	306,817
Headroom	61,853	63,432	51,871	55,288	72,137	63,694	46,545	49,953

PI for Prudence - Ensuring that external debt is sustainable and compliance with good professional practice are essential features of prudence.

PI 8a - Gross debt and the capital financing requirement.

"In order to ensure that over the medium term debt will only be for a capital purpose, the local authority should ensure that debt does not, except in the short term, exceed the total of capital financing requirement in the preceding year plus the estimates of any additional capital financing requirement for the current and next two financial years". This replaced PI 8 net debt and the capital financing requirement from 2013/14 onwards.

	Approved by Council 2 March 2016				As at 30 June 2016			
	2015/16	2016/17	2017/18	2018/19	2015/16	2016/17	2017/18	2018/19
	Forecast £000	Forecast £000	Forecast £000	Forecast £000	Actual £000	Forecast £000	Forecast £000	Forecast £000
Forecast Capital Financing Requirement at end of Second Year	950,963	950,963	950,963	950,963	963,755	963,755	963,755	963,755
Gross Debt	748,218	829,350	867,363	876,892	750,598	841,874	909,474	921,271
Capital Financing Requirement Greater than Gross Debt	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

PI 9 - Has the local authority adopted the CIPFA Treasury Management in the Public Services: Code of Practice.

Yes

Debt and Treasury Management - Prudential and Treasury Management Indicators

Treasury Management Indicators (TMI)

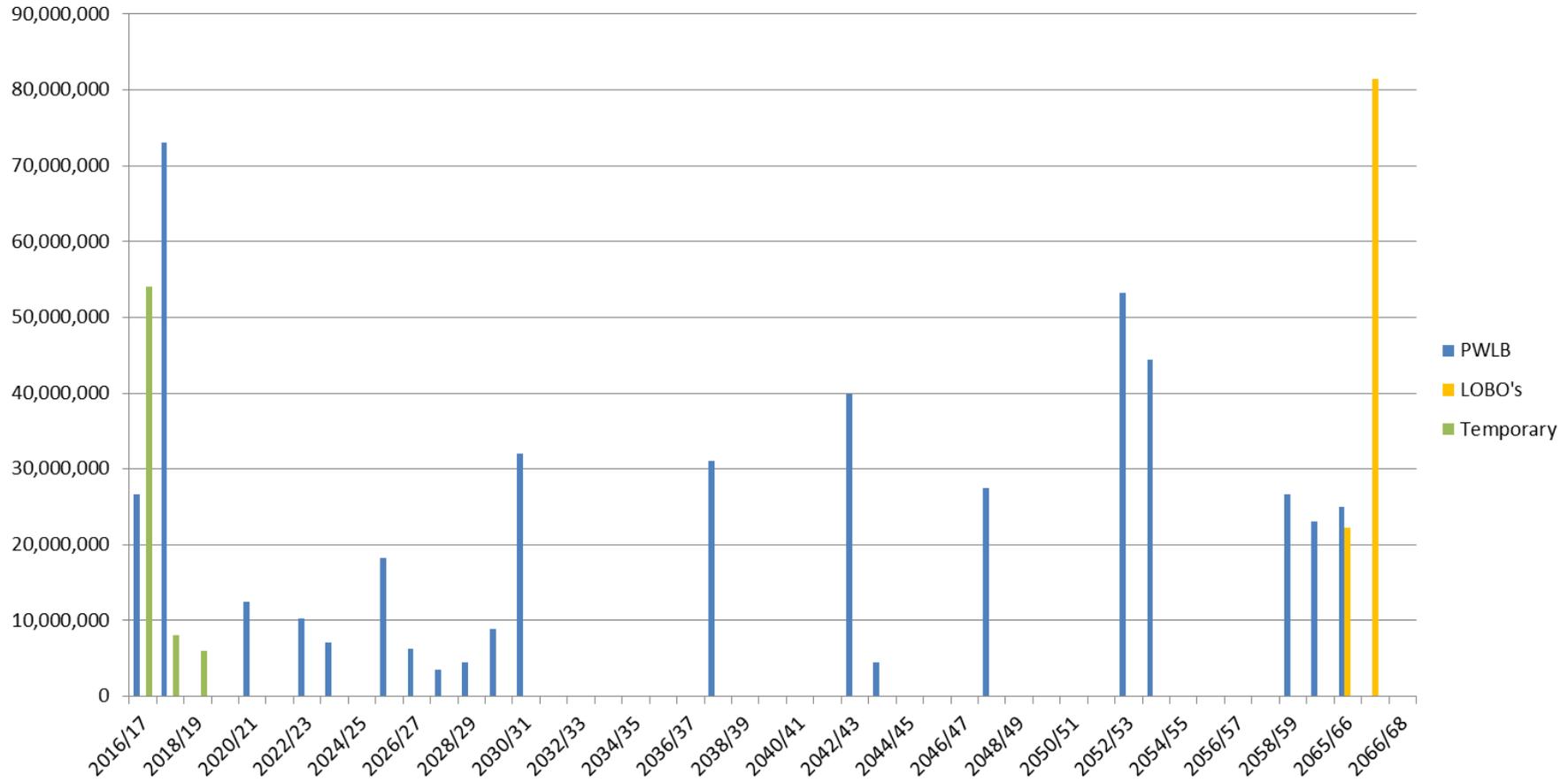
TMI 1 - Upper limits on fixed interest and variable interest exposures.								
These relate to the levels of net outstanding principal sums exposed to fixed and variable interest rates.								
	Approved by Council 2 March 2016				As at 30 June 2016			
	2015/16 Limit	2016/17 Limit	2017/18 Limit	2018/19 Limit	2015/16 Actual	2016/17 Forecast	2017/18 Forecast	2018/19 Forecast
Upper limit for fixed rate	100%	100%	100%	100%	84%	86%	87%	88%
Upper limit for variable rate	20%	20%	20%	20%	16%	14%	13%	12%

TMI 2 - Upper and lower limits to the maturity structure of its borrowing.				
These limits relate to the % of fixed rate debt maturing.				
	Approved by Council 2 March 2016		As at 30 June 2016	
	Upper Limit	Lower Limit	2015/16 Actual Borrowing	2016/17 Forecast Borrowing
Under 12 months	25%	0%	14.77%	11.15%
12 months and within 24 months	25%	0%	14.84%	18.54%
24 months and within 5 years	40%	0%	3.39%	2.56%
5 years and within 10 years	50%	0%	6.52%	4.92%
10 years and above	90%	50%	60.48%	62.83%

TMI 3 - Upper limits to the total of principal sums invested longer than 364 days.				
This details the maximum amount which can be invested for up to 5 years (as per paragraph 1.6 of the Annual Investment Strategy).				
	Approved by Council 2 March 2016			
	2015/16 Limit £000	2016/17 Limit £000	2017/18 Limit £000	2018/19 Limit £000
Upper limit for more than 364 days	35,000	35,000	35,000	35,000
Actual and Forecast Invested at 30 June 2016	-	-	-	-
Variance (Under) / Over Limit	(35,000)	(35,000)	(35,000)	(35,000)

Borrowing Maturity at 30 June 2016

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Economic Background

The following economic background has been provided by the Council's Treasury Advisors, Capita Asset Services.

UK GDP growth rates in 2013 of 2.2% and 2.9% in 2014 were the strongest growth rates of any G7 country. However, the 2015 growth rate finally came in at a disappointing 1.8% so this shows that growth had slowed down, though it still remained one of the leading rates among the G7 countries. Growth improved in quarter 4 of 2015 from +0.4% to 0.7% but fell back again to +0.4% (2.0% y/y) in quarter 1 of 2016. During most of 2015, the economy had faced headwinds for exporters from the appreciation during the year of sterling against the Euro, and weak growth in the EU, China and emerging markets, plus the dampening effect of the Government's continuing austerity programme and uncertainty created by the EU referendum. However, since the peak in November 2015, sterling has fallen against the Euro by 14% which will help to make British goods and services much more competitive and will increase the value of overseas earnings by multinational companies based in the UK. In addition, the Chancellor has announced that the target of achieving a budget surplus in 2020 will have to be eased in order to help the economy recover from the expected slowing of growth during the second half of 2016.

The Bank of England May Inflation Report included a forecast for growth for 2016 of 2.0% and 2.3% for 2017 on the assumption that the referendum result was a vote to remain. The Governor of the Bank of England, Mark Carney, warned that a vote to leave the EU would be likely to cause a slowing in growth, particularly from a reduction in business investment, due to the uncertainty of whether the UK would have continuing full access, (i.e. without tariffs), to the EU single market. In his 30 June and 1 July speeches, Carney indicated that the Monetary Policy Committee (MPC), would be likely to cut Bank Rate and would consider doing further quantitative easing purchasing of gilts, in order to support growth. However, he did also warn that the Bank cannot do all the heavy lifting and suggested that the Government will need to help growth by increasing investment expenditure and possibly by using fiscal policy tools (taxation).

The May Bank of England Inflation Report forecast was notably subdued with inflation barely getting back up to the 2% target within the 2-3 year time horizon. However, the falls in the price of oil and food twelve months ago will be falling out of the calculation of CPI during 2016 and in addition, the recent 10% fall in the value of sterling is likely to result in a 3% increase in CPI over a time period of 3-4 years. There is therefore likely to be an acceleration in the pace of increase in inflation which could make life interesting for an MPC which wants to help promote growth in the economy by keeping Bank Rate low.

The American economy had a patchy 2015 – quarter 1 0.6% (annualised), 3.9% in quarter 2, 2.0% in quarter 3 and 1.4% in quarter 4, leaving growth in 2015 as a whole at 2.4%. Quarter 1 of 2016 came in at +1.1% but forward indicators are pointing towards a pickup in growth in the rest of 2016. The Fed embarked on its long anticipated first increase in rates at its December meeting. At that point, confidence was high that there would then be four more increases to

APPENDIX D

come in 2016. Since then, more downbeat news on the international scene and then the EU Referendum, has caused a re-emergence of caution over the timing and pace of further increases. It is likely there will now be only one more increase in 2016.

In the Eurozone, the ECB commenced in March 2015 its massive €1.1 trillion programme of quantitative easing to buy high credit quality government and other debt of selected EZ countries at a rate of €60bn per month; this was intended to run initially to September 2016. In response to a continuation of weak growth, at the ECB's December meeting, this programme was extended to March 2017 but was not increased in terms of the amount of monthly purchases. At its December and March meetings it progressively cut its deposit facility rate to reach -0.4% and its main refinancing rate from 0.05% to zero. At its March meeting, it also increased its monthly asset purchases to €80bn. This programme of monetary easing has had a limited positive effect in helping a recovery in consumer and business confidence and a start to some improvement in economic growth. GDP growth rose by 0.6% in quarter 1 2016 (1.7% y/y) and is expected to continue growing but at only a modest pace. The ECB is also struggling to get inflation up from near zero towards its target of 2%.

Interest Rate Forecast

The Council's treasury advisor, Capita Asset Services, has provided the following forecast:

	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18	Dec-18	Mar-19	Jun-19
Bank rate	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.50%	0.50%	0.50%	0.50%	0.50%
5yr PWLB rate	1.00%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%	1.20%	1.20%	1.20%	1.30%	1.30%
10yr PWLB rate	1.60%	1.60%	1.60%	1.70%	1.70%	1.70%	1.70%	1.80%	1.80%	1.80%	1.80%	1.90%
25yr PWLB rate	2.40%	2.40%	2.40%	2.50%	2.50%	2.50%	2.50%	2.50%	2.60%	2.60%	2.70%	2.70%
50yr PWLB rate	2.20%	2.20%	2.20%	2.30%	2.30%	2.30%	2.30%	2.40%	2.40%	2.40%	2.50%	2.50%

Capita Asset Services undertook a quarterly review of its interest rate forecasts on 4 July 2016 after letting markets settle down somewhat after the result of the referendum on 23 June. It is generally agreed that this outcome will result in a slowing in growth in the second half of 2016 at a time when the Bank of England has only limited ammunition in its armoury to promote growth by using monetary policy. We therefore expect that Bank Rate will be cut by 0.25%, probably at the 14 July MPC meeting but possibly at its quarterly Inflation Report meeting on 4 August when it has a greater opportunity to report in depth on its research and findings. Bank Rate could even be cut to 0% or 0.10% over this period. Thereafter, we do not expect the MPC to take any further action on Bank Rate in 2016 or 2017 as we expect the pace of recovery of growth to be weak during a period of great uncertainty as to the final agreement between the UK and the EU on arrangements after the EU Referendum.

APPENDIX D

However, the MPC may also consider renewing a programme of quantitative easing; the prospect of further purchases of gilts in this way has already resulted in 10 year gilt yields falling below 1% for the first time ever. We do not expect Bank Rate to start rising until quarter 2 2018 and for further increases then to be at a slower pace than before. The Governor of the Bank of England, Mark Carney, has repeatedly stated that increases in Bank Rate will be slow and gradual after they do start. The MPC is concerned about the impact of increases on many heavily indebted consumers, especially when the growth in average disposable income is still weak and for some consumers, who have had no increases in pay, could be non-existent (other than through some falls in prices).

Disclosure for Certainty Rate

Certainty Rate

This table details the information that is required to enable the Council to submit a return for 2016/17.

	Approved by Council 2 March 2016				As at 30 June 2016			
	2015/16 Forecast £000	2016/17 Forecast £000	2017/18 Forecast £000	2018/19 Forecast £000	2015/16 Actual £000	2016/17 Forecast £000	2017/18 Forecast £000	2018/19 Forecast £000
Net Borrowing Requirement:								
Borrowing to Finance approved								
Capital Expenditure	60,390	83,018	40,110	12,012	31,864	94,339	70,992	15,618
Existing Maturity Loans to be Replaced During the Year	110,055	97,605	134,000	50,000	115,979	97,605	137,000	56,000
Less:								
Minimum Revenue Provision for Debt Repayment	-	-	-	(12,315)	(22)	-	-	(8,114)
Voluntary Debt Repayment	(16,727)	(14,882)	(12,910)	(10,582)	(19,571)	(14,882)	(12,910)	(10,582)
	(16,727)	(14,882)	(12,910)	(22,897)	(19,593)	(14,882)	(12,910)	(18,696)
Loans Replaced Less Debt Repayment	93,328	82,723	121,090	27,103	96,386	82,723	124,090	37,304
Net Advance Requirement	153,718	165,741	161,200	39,115	128,250	177,062	195,082	52,922

City of Wolverhampton Council
2016/17 Specified Investments Lending List as at 30 June 2016

Institution	Country (Sovereign Rating)	Limit £000	Term Limit
Australia & New Zealand Banking Group Ltd	Australia (AAA)	10,000	6 mths
Bank Netherlandse Gemeenten	Netherlands (AAA)	20,000	12 mths
Bank of Montreal	Canada (AAA)	10,000	6 mths
Bank of New York Mellon, The	USA (AAA)	20,000	12 mths
Bank of Nova Scotia	Canada (AAA)	10,000	6 mths
Canadian Imperial Bank of Commerce	Canada (AAA)	10,000	6 mths
Commonwealth Bank of Australia	Australia (AAA)	10,000	6 mths
Cooperatieve Centrale Raiffeisen - Boerenleenbank BA	Netherlands (AAA)	10,000	6 mths
DBS Bank Ltd	Singapore (AAA)	10,000	6 mths
HSBC Bank plc	UK (AA)	10,000	6 mths
JP Morgan Chase Bank NA	USA (AAA)	10,000	6 mths
National Australia Bank Ltd	Australia (AAA)	10,000	6 mths
National Bank of Abu Dhabi	Abu Dhabi (U.A.E) (AA)	10,000	6 mths
Nordea Bank AB	Sweden (AAA)	10,000	6 mths
Nordea Bank Finland plc	Finland (AA+)	10,000	6 mths
Oversea Chinese Banking Corporation Ltd	Singapore (AAA)	10,000	6 mths
Qatar National Bank	Qatar (AA)	10,000	6 mths
Royal Bank of Canada	Canada (AAA)	10,000	6 mths
Svenska Handelsbanken AB	Sweden (AAA)	10,000	6 mths
Toronto Dominion Bank	Canada (AAA)	10,000	6 mths
United Overseas Bank Ltd	Singapore (AAA)	10,000	6 mths
Wells Fargo Bank NA	USA (AAA)	20,000	12 mths
Westpac Banking Corporation	Australia (AAA)	10,000	6 mths
Nationalised Banks			
Royal Bank of Scotland Group plc			
National Westminster Bank plc	UK (AA)	10,000	3 mths
The Royal Bank of Scotland plc	UK (AA)	10,000	3 mths
Money Market Funds	Fund Rating		
Invesco STIC Account	Fitch AAmmf	20,000	Instant Access
Standard Life Investments Sterling Liquidity Fund	Fitch AAmmf	20,000	Instant Access
Federated Short-Term Sterling Prime Fund	Fitch AAmmf	20,000	Instant Access
Black Rock Sterling Liquidity Fund	Moody's Aaa-mf	20,000	Instant Access
Scottish Widows Sterling Liquidity Fund	Moody's Aaa-mf	20,000	Instant Access

Non-rated Institutions

County Councils, London Boroughs, Metropolitan Districts and Unitary Authorities - limits £6m and 12 months.
Shire District Councils, Fire and Civil Defence Authorities, Passenger Transport Authorities and Police
Authorities - limits £3m and 12 months.

Cabinet Meeting

20 July 2016

Report title	Revenue Budget Outturn 2015/16	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor Andrew Johnson Resources	
Key decision	Yes	
In forward plan	Yes	
Wards affected	All	
Accountable director	Keith Ireland, Managing Director	
Originating service	Strategic Finance	
Accountable employee(s)	Mark Taylor Tel Email	Director of Finance 01902 554410 mark.taylor@wolverhampton.gov.uk
Report to be/has been considered by	Strategic Executive Board Confident Capable Council Scrutiny Panel	8 July 2016 14 September 2016

Recommendations for noting:

The Cabinet is asked to note:

1. That the revenue outturn position for 2015/16 for the General Fund; a net underspend of £9.4 million (-4.20%) was achieved against the net budget requirement of £224.9 million, after meeting the cost of redundancy and pension strain totalling £7.8 million.
2. That the positive General Fund outturn position for 2015/16 has arisen largely as a result of:
 - i. The receipt of a £3.6 million special dividend from Birmingham Airport in March 2016;
 - ii. A £3.4 million underspend within the Children & Young People service arising as a result of the success of the early intervention programme which

has delivered a reduction in costs due to investment in additional social workers at the at the top end of expectations, in addition to,

- iii. The prudent approach to spending adopted by all budget managers to generate budget reductions during 2015/16, which reflects our ethos whereby every budget manager ensures that they spend money wisely - making every pound go further.
3. That whilst the positive General Fund outturn position during 2015/16, and the resulting adjustments to reserves, will help to support the Council's short term financial position, enabling one-off investment to support transformation of the Council, it does not address the challenging financial position that the Council finds itself in over the medium term; namely identifying an additional £54.6 million of budget reduction and income generation proposals over the three year period to 2019/20. Cabinet will be presented with a report at this meeting detailing the progress towards identifying £22.2 million of budget reduction and income regeneration proposals for 2017/18.
4. That a comprehensive review of all services will be undertaken following the positive 2015/16 General Fund outturn position to identify any new budget reduction or income generation opportunities; Cabinet will be provided with an update on progress in the October 2016 budget report.
5. That the General Fund outturn position takes into account a number of proposed transfers to and from reserves and provisions for which approval is sought in the Reserves, Provisions and Balances 2015/16 report to be presented at this meeting.
6. That schools under the control of the City of Wolverhampton Council drew down £1.3 million net of their reserves during 2015/16, taking the total accumulated reserves to £12.9 million at 31 March 2016.
7. That the Housing Revenue Account revenue outturn position for the year was a surplus before allocations of £19.6 million, compared to a budgeted surplus of £15.7 million.
8. That the draft financial statements of Yoo Recruit Limited will be subject to external audit.
9. That as a result of recruitment through Yoo Recruit Limited, the Council has been able to avoid fees which would have otherwise have been incurred, including approximately £225,000 in relation to the permanent recruitment of individuals who had been previously employed on a temporary basis through the agency.
10. That the Collection Fund outturned with a £3.6 million deficit during 2015/16; this resulted in an overall deficit of £9.9 million to be carried forward. In 2014/15, as a result of the adverse outturn against the Collection Fund, primarily owing to the impact of appeals against Business Rates, over which the Council has no control, Cabinet approved the establishment of a Business Rates Equalisation reserve to equalise the impact of appeals on the Council. In the Reserves, Provisions and Balances report to be presented to Cabinet at this meeting, approval is sought to bolster that reserve in 2015/16 to support the Council over the medium term.

11. That 75 non-domestic rates accounts totalling £231,206.03 have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.
12. That 997 council tax accounts totalling £46,119.18 have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.
13. That 151 sundry debt accounts totalling £81,797.80 have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.
14. That three housing benefit debt accounts totalling £2,451.98 have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.
15. That 1,281 net debt write-offs totalling £825,014.32 for Wolverhampton Homes have been incurred during 2015/16 and have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.

Recommendation for decision:

The Cabinet is recommended to approve:

1. That the net surplus after taxation of £230,000 of Yoo Recruit Limited be retained by the company to enable further business development.

1.0 Purpose

- 1.1 The purpose of this report is to inform Cabinet of the Council's revenue outturn position for 2015/16 compared with approved budgets and targets.

2.0 Executive Summary

- 2.1 Overall a net underspend of £9.4 million (-4.20%) was achieved against the General Fund net budget requirement of £224.9 million, after meeting the cost of redundancy and pension strain totalling £7.8 million from underspends against budget.
- 2.2 The positive General Fund outturn position for 2015/16 has arisen largely as a result of:
- i. The receipt of a £3.6 million special dividend from Birmingham Airport in March 2016;
 - ii. A £3.4 million underspend within the Children & Young People service arising as a result of the success of the early intervention programme which has delivered a reduction in costs due to investment in additional social workers at the at the top end of expectations, in addition to,
 - iii. The prudent approach to spending adopted by all budget managers to generate budget reductions during 2015/16, which reflects our ethos whereby every budget manager ensures that they spend money wisely - making every pound go further.
- 2.3 In the Reserves, Provisions and Balances 2015/16 report to be considered at this meeting, it is proposed that the Council make a contribution of £9.4 million to specific reserves as a result of the General Fund net underspend.
- 2.4 Whilst the positive General Fund outturn position during 2015/16, and the resulting adjustments to reserves, will help to support the Council's short term financial position, enabling one-off investment to support transformation of the Council, it does not address the challenging financial position that the Council finds itself in over the medium term; namely identifying an additional £54.6 million of budget reduction and income generation proposals over the three year period to 2019/20. Cabinet will be presented with a report at this meeting detailing the progress towards identifying £22.2 million of budget reduction and income regeneration proposals for 2017/18.
- 2.5 The Council's General Fund Balance remains at £10.0 million; the minimum balance as determined in the Council's approved Reserves and Balances Policy. Emphasis therefore continues to be placed on identifying budget reduction and income generation proposals to meet the projected budget deficit over the medium term.
- 2.6 Schools remaining in the control of the local authority drew down a net £1.3 million of reserves during 2015/16, taking the total accumulated reserves to £12.9 million at 31 March 2016. This is set against schools' projection of balances of £7.1 million at the end of 2015/16. Therefore actual balances are £5.8 million greater than forecast. The Directors of Education and Finance will continue to challenge those schools who hold

surplus balances, aiming to gain an understanding of plans in place and whether they are appropriate.

- 2.7 The Housing Revenue Account revenue outturn position for the year was a surplus before allocations of £19.6 million, compared to a budgeted surplus of £15.7 million. In accordance with the strategy approved as part of the Business Plan adopted in January 2016, the HRA reserve has been maintained at £5 million and as such the surplus of £19.6 million has been used to pay down debt.
- 2.8 Yoo Recruit, the Council owned temporary staffing agency has now completed its first two years of trading. The company had a turnover of £7.4 million and a net surplus after tax of £230,000. It is proposed that the net surplus is retained by Yoo Recruit to enable further business development. As a result of recruitment through Yoo Recruit Limited, the Council has been able to avoid fees which would otherwise have been incurred, including approximately £225,000 in relation to the permanent recruitment of individuals who had been previously employed on a temporary basis through the agency. The Council has, therefore, realised savings in excess of the £200,000 target that was built into the 2015/16 approved budget.
- 2.9 The Collection Fund outturned with a £3.6 million deficit during 2015/16; this resulted in an overall deficit of £9.9 million to be carried forward.
- 2.10 The Director Finance has approved the write off of 2,507 debt accounts totalling £1.2 million in value.

3.0 Revenue Budget Outturn – General Fund Summary

3.1 An analysis of the Council's outturn position against General Fund revenue budgets for 2015/16 is detailed in the table below. Further detailed analysis for each Directorate can be found in Appendices A to D.

Table 1 – 2015/16 Revenue Budget Outturn Summary

	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variation Over/(Under)	
			£000	%
People	121,659	120,498	(1,161)	-0.95%
Place	44,305	40,571	(3,734)	-8.43%
Corporate	58,392	53,520	(4,872)	-8.34%
Education	519	1,652	1,133	218.30%
Net Budget Requirement	224,875	216,241	(8,634)	-3.84%
Government Grant (General)	(142,883)	(143,695)	(812)	-0.57%
Council Tax	(80,951)	(80,951)	-	0.00%
Collection Fund Surplus	(65)	(65)	-	0.00%
Use of Reserves	(976)	(976)	-	0.00%
Total Resources	(224,875)	(225,687)	(812)	-0.36%
Use of General Balances	-	-	-	0.00%
Net Budget (Surplus) / Deficit	-	(9,446)	(9,446)	-4.20%

3.2 As can be seen from the table above, overall a net underspend of £9.4 million (-4.20%) was achieved against the General Fund net budget requirement of £224.9 million, after meeting the cost of redundancy and pension strain totalling £7.8 million from underspends against budget.

3.3 The positive General Fund outturn position for 2015/16 has arisen largely as a result of:

- i. The receipt of a £3.6 million special dividend from Birmingham Airport in March 2016;
- ii. A £3.4 million underspend within the Children & Young People service arising as a result of the success of the early intervention programme which has delivered a reduction in costs due to investment in additional social workers at the at the top end of expectations, in addition to,
- iii. The prudent approach to spending adopted by all budget managers to generate budget reductions during 2015/16, which reflects our ethos whereby every budget manager ensures that they spend money wisely - making every pound go further.

- 3.4 Part of the underspend arising within the 2015/16 General Fund outturn is already factored into the Council's Medium Term Financial Strategy; in some cases budget reduction proposals have been achieved earlier than anticipated. However, a comprehensive review of all services will be undertaken following the positive 2015/16 General Fund outturn position to identify any new budget reduction or income generation opportunities; Cabinet will be provided with an update on progress in the October 2016 budget report.
- 3.5 Whilst the positive General Fund outturn position during 2015/16, and the resulting adjustments to reserves, will help to support the Council's short term financial position, enabling one-off investment to support transformation of the Council, it does not address the challenging financial position that the Council finds itself in over the medium term; namely identifying an additional £54.6 million of budget reduction and income generation proposals over the three year period to 2019/20. Cabinet will be presented with a report at this meeting detailing the progress towards identifying £22.2 million of budget reduction and income regeneration proposals for 2017/18.
- 3.6 The Council's General Fund Balance remains at £10.0 million; the minimum balance as determined in the Council's approved Reserves and Balances Policy. Emphasis therefore continues to be placed on identifying budget reduction and income generation proposals to meet the projected budget deficit over the medium term.
- 3.7 It is important to note, that the General Fund outturn position takes into account proposed transfers to and from reserves and provisions. Full details regarding reserve transfers are included in the Reserves, Provisions and Balances 2015/16 report, for which approval will be sought at this meeting.

4.0 Revenue Budget Analysis per Directorate

People

- 4.1 A summary of the 2015/16 outturn against the People net controllable revenue budget is provided in the table below, whilst a detailed analysis is provided in Appendix A.

Table 2 – 2015/16 Revenue Budget Outturn – People

Service	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variation	
			Over/(Under) £000	%
Directorate	276	431	155	56.16%
Older People & Personalisation	27,049	26,986	(63)	-0.23%
Disability & Mental Health	39,546	41,724	2,178	5.51%
Children & Young People	51,877	48,494	(3,383)	-6.52%
Public Health & Wellbeing	2,911	2,863	(48)	-1.65%
People Total	121,659	120,498	(1,161)	-0.95%

4.2 Overall, a net underspend of £1.2 million (-0.95%) for the year was achieved by the People Directorate. The main factors contributing towards the underspend are detailed as follows:

1. **Disability & Mental Health** – There was a net overspend of £2.2 million within the service directorate resulting from various factors including: overspends across care purchasing budgets within Learning Disabilities Assessment & Care Management; overspends on spot break provision for Children with Disabilities; in addition to overspends within the Special Educational Needs budget relating to children placed in Out of City provision with other local authorities or independent placements.
2. **Children & Young People** – There was a net underspend of £3.4 million within the service directorate, which has arisen primarily as a result of the early achievement of budget reduction proposals linked to the Children’s Transformation work and reduction in the numbers of Looked After Children totalling £2.8 million. Staff vacancies within the service directorate has also contributed to the overall underspend within this area.

Place

4.3 A summary of the 2015/16 outturn against the Place net controllable revenue budget is provided in the table below, whilst a detailed analysis is provided in Appendix B.

Table 3 – 2015/16 Revenue Budget Outturn – Place

Service	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variation	
			Over/(Under) £000	%
Directorate	382	526	144	37.70%
City Economy	5,439	5,013	(426)	-7.83%
City Assets	12,010	10,710	(1,300)	-10.82%
Housing	1,964	1,904	(60)	-3.05%
City Environment	24,510	22,418	(2,092)	-8.54%
Place Total	44,305	40,571	(3,734)	-8.43%

4.4 Overall a net underspend of £3.7 million (-8.43%) for the year was achieved by the Place Directorate. The main factors contributing towards the underspend are detailed as follows:

1. **City Economy** – There was a net underspend of £426,000 within the service directorate which has arisen primarily as a result of underspends against staffing budgets within City Development, Culture Arts & Heritage and Enterprise & Skills. This underspend was offset in part by delays in implementing a staff restructure within Visitor Economy following the temporary closure of the Civic Halls.

2. **City Assets** – Overall there was a net underspend of £1.3 million within the service directorate resulting from various factors including: additional schools income within Cleaning and Caretaking Services; the capitalisation of works within Corporate Asset Management; additional income and efficiencies obtained against energy budgets within Property Services; the capitalisation of expenditure within Transportation in addition to increased income within Estates and Valuations arising as a result of transferring shops from Housing Revenue Account ownership to General Fund ownership. The overall underspend was offset in part due to additional costs arising from the management of vacant properties and statutory repairs and maintenance costs within the Engineering and Civic Centre service.

3. **City Environment** – There was a net underspend of £2.1 million for the service directorate, which has arisen as a result of various factors including: contract and efficiency savings within Environmental Maintenance totalling £514,000; the capitalisation of surface dressing costs and efficiency savings within the Street Lighting service resulting in an underspend of £1.0 million; underspends against the winter maintenance budget within Highways maintenance due to the mild winter totalling £261,000, in addition to the capitalisation of traffic signal upgrade and efficiency savings within the Operation & Maintenance of Network service totalling £349,000.

Corporate

- 4.5 A summary of the 2015/16 outturn against the Corporate net controllable revenue budget is provided in the table below, whilst a detailed analysis is provided in Appendix C.

Table 4 – 2015/16 Revenue Budget Outturn – Corporate

Service	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variation	
			Over/(Under) £000	%
Directorate	370	357	(13)	-3.51%
Finance	11,324	11,456	132	1.17%
Governance	6,009	5,591	(418)	-6.96%
Transformation	10,688	10,123	(565)	-5.29%
Corporate Budgets	30,001	25,993	(4,008)	-13.36%
Corporate Total	58,392	53,520	(4,872)	-8.34%

- 4.6 Overall a net underspend of £4.9 million (-8.34%) for the year was achieved by the Corporate Directorate. The main factors contributing towards the underspend are detailed as follows:

1. **Finance** – There was a net overspend of £132,000 within the service, which has primarily arisen as a result of one-off transitional costs following the

implementation of Agresso. It was anticipated throughout the year that a call would be made on reserves to support transition, however due to the positive outturn position the additional cost has been addressed through managed underspends.

2. **Governance** – There was a net underspend of £418,000 within the service directorate primarily as a result of underspends against the centralised external legal fees budget. This has arisen as a result of work being commissioned in-house by the Council's legal team in the first instance.
3. **Transformation** – There was a net underspend of £565,000 within the service directorate, which has arisen primarily as a result of the management of vacant posts within the Transformation team totalling £775,000; this underspend supports existing and future budget reduction proposals. This underspend was offset in part due to additional costs within the ICTS service arising as a result of centralisation of previously delegated IT costs.
4. **Corporate Budgets** – There was a net underspend of £4.0 million within Corporate Budgets. The main factors contributing towards the underspend are as follows:

Redundancy Payments – Redundancy and pension strain payments totalling £7.8 million were incurred against the corporate budget during 2015/16.

Throughout 2015/16 it was anticipated that redundancy costs would be funded by a contribution from the Budget Strategy Reserve, however given the positive General Fund outturn position for the year those costs have been met from underspends across the Council.

Treasury Management – There was a net underspend of £4.1 million against the Corporate Treasury Management budget, primarily as a result of re-phasing in the capital programme in addition to interest rate fluctuations.

Birmingham Airport Special Dividend – In March 2016, the Council received a special dividend from Birmingham Airport totalling £3.6 million. An amount equal to the dividend has been contributed to reserves to support a one-off saving, which is due to be presented to Cabinet in the Draft Budget and Medium Term Financial Strategy 2017/18 – 2019/20 report at this meeting.

Central Provision for increased Pension Costs – There was a net underspend totalling £1.6 million against this budget which arose as a result of the payment of all sums due to the West Midlands Pension Fund relating to pension strain in 2014/15, ahead of the agreed payment schedule, as reported to Cabinet on 22 July 2015 in the Revenue Outturn 2014/15 report.

Contribution to Specific Reserves – Due to the positive outturn position, £9.4 million has been contributed to specific reserves to support future transformational

projects, the cost of business rates appeals and redundancy costs. A summary of the net movements against specific reserves is included in the Reserves, Provisions and Balances report to be presented to Cabinet at this meeting.

Education

- 4.7 A summary of the 2015/16 outturn against the Education net controllable revenue budget is provided in the table below, whilst a detailed analysis is provided in Appendix D.

Table 5 – 2015/16 Revenue Budget Outturn – Education

Service	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variation	
			Over/(Under) £000	%
Education	519	1,652	1,133	218.30%

- 4.8 There was a net overspend of £1.1 million within the Education Directorate which has arisen primarily as a result of delays in implementing budget reduction targets for 2015/16; the budget reduction targets have been reprofiled as part of the 2016/17 budget process. In addition to this, there has been a significant pressure on Special Education Needs school transport due to additional pupils needing provision out of city which has resulted in additional costs.

5.0 Reserves, Provisions and Balances

- 5.1 A report detailing the Council's reserves, provisions and balances as at 31 March 2016 will be received at this meeting. The report, titled 'Reserves, Provisions and Balances 2015/16', will seek approval for transfers to and from reserves, provisions and balances.
- 5.2 At the beginning of 2015/16 a balance of £10.0 million was held within the General Fund reserve. The General Fund Balance remains at £10.0 million as at 31 March 2016. This is the minimum balance as determined by the Council's policy on reserves and balances. Emphasis continues to be placed on identifying budget reductions and income generation proposals to meet the projected budget deficit over the medium term.
- 5.3 It is important to note that the positive General Fund outturn position during 2015/16, and the resulting adjustments to reserves, will help to support the Council's short term financial position enabling one-off investment to support transformation of the Council. It does not, however, address the challenging financial position that the Council finds itself in over the medium term; namely identifying an additional £54.6 million of budget reduction and income generation proposals over the three year period to 2019/20. Cabinet will be presented with a report at this meeting detailing the progress towards identifying £22.2 million of budget reduction and income regeneration proposals for 2017/18.

6.0 Outturn on Schools' Budgets

- 6.1 Schools that remain in local authority control started the 2015/16 financial year with accumulated reserves of £14.2 million. At the end of the year revenue balances for these schools were £12.9 million, a reduction of £1.3 million. This represents 10.9% of the funding and income available to schools during 2015/16.
- 6.2 The Directors of Education and Finance will continue to challenge those schools who hold surplus balances, aiming to gain an understanding of plans in place and whether they are appropriate.
- 6.3 Further details on schools' finances for 2015/16 are shown at Appendix E.

7.0 Housing Revenue Account

- 7.1 The table below provides the Housing Revenue Account (HRA) revenue outturn for 2015/16 compared to the approved budget. It is important to note that debt redemption, in order to enable future years' capital expenditure, is a critical element of the business plan and as such in-year surpluses are committed and not generally available.

Table 6 – Housing Revenue Account Revenue Outturn 2015/16

	Budget	Projected Outturn	Projected Variation
	£000	£000	£000
Total income	(99,542)	(100,064)	(522)
Total expenditure	69,687	67,810	(1,877)
Net cost of HRA services	(29,855)	(32,254)	(2,399)
Interest payments and receipts	14,117	12,657	(1,460)
(Surplus)/deficit before transfers to/from reserves and provision for redemption of debt	(15,738)	(19,597)	(3,859)
<i>Allocation of (surplus)/deficit</i>			
Provision for redemption of debt	15,738	19,597	3,859
Balance for the year	-	-	-

- 7.2 The table above, which is shown in more detail at Appendix F, shows the 2015/16 revenue outturn against budget for the Housing Revenue account (HRA). The outturn position for the year is a surplus of £19.6 million, compared to a budgeted surplus of £15.7 million. The additional surplus of £3.9 million will be used to redeem debt to comply with the Council's approved HRA Business Plan.

- 7.3 Rental income was 0.6% greater than budget due to the number of let properties being greater than forecast.
- 7.4 There was an underspend on repairs and maintenance of £400,000 due to greater than anticipated recovery of costs for repairs to tenants and leaseholders.
- 7.5 The savings on bad debt provision of £1.6 million was primarily due to welfare reform and delays in universal credit implementation impacting less on rent collection levels than anticipated.
- 7.6 As forecast following a review of the 30 year business plan, depreciation was £300,000 greater than budget.
- 7.7 There was a £1.5 million underspend on interest payable. This was primarily due to slippage in the capital programme following reprioritisation of works resulting in less borrowing. It was also partly due to savings generated by the treasury management strategy of maintaining cash balances at a reduced level.

8.0 Yoo Recruit Limited

Financial Summary

- 8.1 On the 7 January 2014 Cabinet (Resources) Panel approved the structure of a Council owned temporary staffing Agency. Yoo Recruit has now completed the first two years of trading. The table below summarises the financial position for the 2015/16 financial year; the company had a turnover of £7.4 million and a net surplus after tax of £230,000. It is proposed that the net surplus is retained by Yoo Recruit to enable business development. The financial statements of Yoo Recruit Limited will be subject to external audit.

Table 7 – Yoo Recruit Financial Statement 2015/16

	£000
Sales	7,432
Direct Expenses	(6,815)
Gross Surplus	617
Overheads	(329)
Net Surplus before taxation	288
Taxation	(58)
Net Surplus after taxation	230

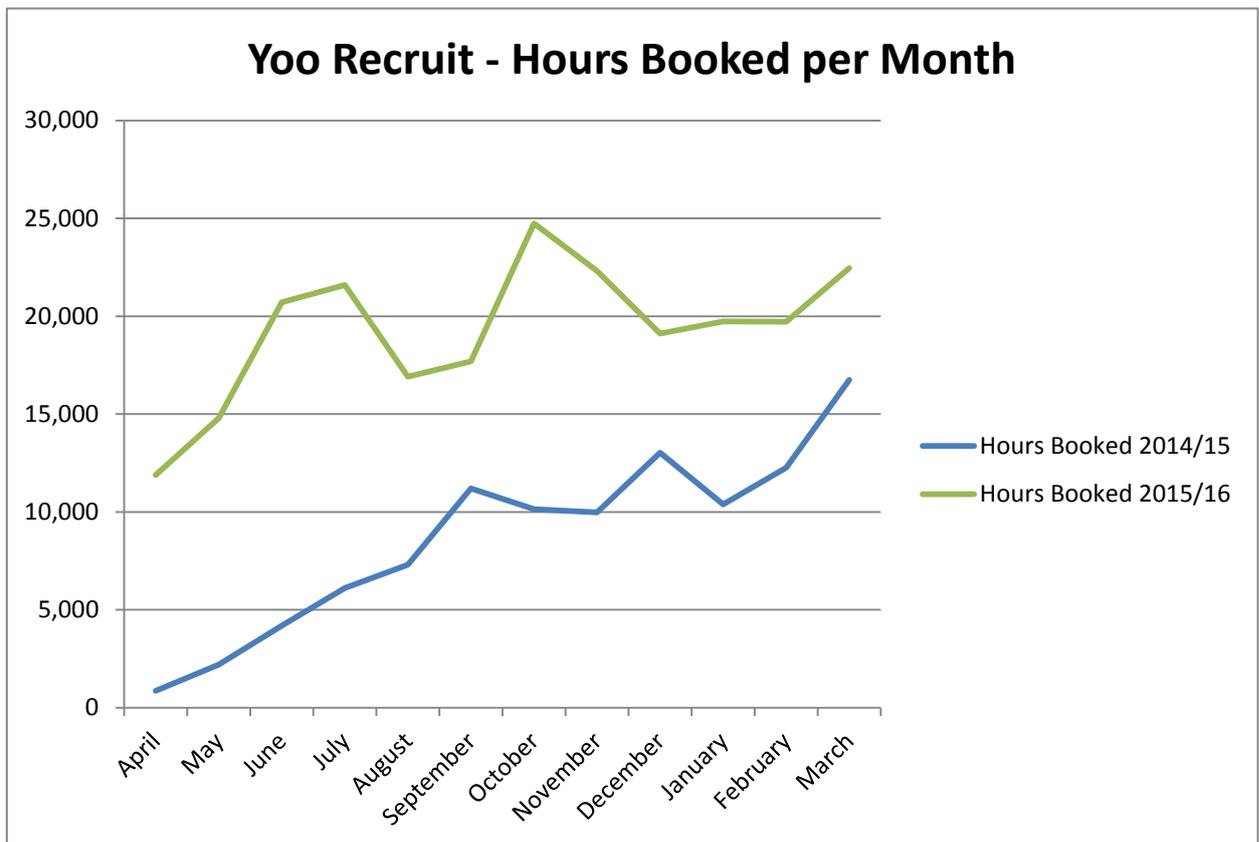
8.2 As a result of recruitment through Yoo Recruit Limited the Council has been able to avoid fees which would have otherwise have been incurred. These include approximately £225,000 in 2015/16 in relation to the permanent recruitment of individuals who had been previously employed on a temporary basis through the agency. Ordinarily the Council could expect to pay a fee for the transfer of temporary staff to permanent posts. The Council has therefore realised savings in excess of the £200,000 target that was built into the 2015/16 approved budget.

8.3 On the 22 July 2015 Cabinet approved a loan of £300,000 to Yoo Recruit Limited in order to maintain the cash flow and, therefore, enable further business development. The Cabinet Member for Resources in consultation with the Chief Accountant has the delegated authority to vary the terms of the loan agreement in light of turnover and cash flow. The initial cost of the loan was funded from Corporate Contingency within the Capital Programme and the subsequent repayment of the loan will be treated as a capital receipt.

Operational Data

8.4 During 2015/16 approximately 231,700 hours of work were booked through Yoo Recruit. Graph 1 illustrates the hours booked per month and demonstrates a steady increase both over the course of the year, and from 2014/15.

Graph 1 – Yoo Recruit, Hours Booked per Month



8.5 Over the course of the year a total of 16,291 individual bookings were made by clients and a total of 723 workers were employed to fulfil the bookings. Approximately 83% of the candidates who have been fully signed up to Yoo Recruit live in Wolverhampton. The company has worked successfully with local skills and training enterprises such as the Job Centre Plus and Adult Education Centre to ensure that the candidates, who want to work, but have barriers to do so, have these removed as much as possible.

9.0 Collection Fund

9.1 The Collection Fund outturned with a £3.6 million deficit during 2015/16; this resulted in an overall deficit of £9.9 million to be carried forward.

9.2 In 2014/15, as a result of the adverse outturn against the Collection Fund, primarily owing to the impact of appeals against Business Rates, over which the Council has no control, Cabinet approved the establishment of a Business Rates Equalisation reserve to equalise the impact of appeals on the Council. In the Reserves, Provisions and Balances report to be presented to Cabinet at this meeting, approval is sought to bolster that reserve in 2015/16 to support the Council over the medium term.

10.0 Debt Write Offs

10.1 Debts are only written off as a last resort, when all feasible recovery action has been exhausted. If the situation surrounding an individual case changes in the future, appropriate steps would be taken to pursue the debt, despite the debt having been formally written off in the Council's accounts.

10.2 **The Collection Fund** - the City of Wolverhampton Council acts as billing and collecting authority for council tax and non-domestic rates income. The Council administers a separate Collection Fund account for this purpose. The Collection Fund accounts for the receipt of council tax and business (non-domestic) rates income and payments to precepting authorities such as the Fire Authority and the Police. Within this account, provisions are made for bad and doubtful debts and any write offs are charged to the Council Tax or Business Rates provision as appropriate.

10.2.1 **Council Tax** - Overall, 997 debt write offs totalling £46,119.18 have been incurred. All have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.

10.2.2 **Non-Domestic Rates** - Overall, 75 debt write offs totalling £231,206.03 have been incurred. All have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.

10.3 **Sundry Debtors** - Income is due to the council for a wide range of services provided to individuals and businesses. To reflect the fact that, despite the council's best efforts, not all of this income will actually be collected, the council makes provision for bad and doubtful debts, which it charges directly to the General Fund. Overall, 151 debt write offs totalling £81,797.80 have been incurred. All have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.

- 10.4 **Housing Benefits** - Housing benefit overpayments occur when rent rebate or rent allowance awards exceed a recalculated entitlement. Whilst the Council aims to limit the incidence of overpayments they may occur for a number of reasons including as a result of fraud or error. In general, overpaid benefit is written off in line with Government guidance where recovery would cause hardship, where the debtor has died or cannot be traced.
- 10.5 The Council receives Government subsidy in respect of overpaid housing benefit at rates of between 40% and 100% according to the circumstances in which the overpayment arose. The unsubsidised element of any overpayment is charged to the General Fund.
- 10.6 Overall three debt write offs totalling £2,451.98 have been incurred during the period. All have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.
- 10.7 **Wolverhampton Homes** - Two reports considering the write-off of irrecoverable rent arrears were considered by Wolverhampton Homes' Finance Committee during 2015/16. The Committee recommended to the City of Wolverhampton Council that 1,281 net debt write-offs totalling £825,014.32 be written off. All debts are less than £5,000 and, hence, have been approved for write off by the Director of Finance in accordance with the Council's Financial Procedure Rules.
- 10.8 As a result of the information detailed in paragraphs 10.3 – 10.7 above, the Director of Finance has approved the write off of 2,507 debt accounts totalling £1.2 million in value.
- 11.0 Financial Implications**
- 11.1 The financial implications are detailed in the body of the report.
[MH/07072016/R]
- 12.0 Legal Implications**
- 12.1 Section 151 of the Local Government Act 1972 requires local authorities to make arrangements for the proper administration of their financial affairs.
- 12.2 The General Power of Competence, contained in Section 1 (1) the Localism Act 2011 gives eligible local authorities, , "*the power to do anything that individuals generally may do*" as long as they do not break other laws. This includes the power to lend or invest money and to set up a company to trade and engage in commercial activity.
- 12.3 The provision of a 'soft' loan where there is an artificially low rate of interest or it is non-interest bearing can constitute State Aid under European legislation. The Council will avoid any question of their being State Aid if it can show that the loan agreement terms including the amount and the length of the loan and the interest rate under which the loan is repayable corresponds to normal market conditions i.e. it is on commercially acceptable terms. This will be the case here.
[TS/07072016/Y]

13.0 Equality Implications

- 13.1 As this report provides details of the outturn for 2015/16, there are no equalities implications arising from it. The necessary equalities analyses were carried out as part of the preparations for setting the 2015/16 and 2016/17 budgets, and will similarly form part of the requisite pre-work for 2017/18.

14.0 Environmental Implications

- 14.1 The Council's annual budget and medium term financial strategy support a range of programmes designed to both improve environmental conditions across the city and promote economic and community development.

15.0 Background Papers

Draft Budget and Medium Term Financial Strategy 2017/18 – 2019/20, report to Cabinet, 20 July 2016.

Reserves, Provisions and Balances 2015/16, report to Cabinet, 20 July 2016.

APPENDIX A

Revenue Budget Outturn 2015/16 – People

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16	Net Controllable Outturn 2015/16	Variance 2015/16	Element Relating to Transfer to/(from) Earmarked Reserves	Further Planned Transfer to/(from) Earmarked Reserves	Revised Net Controllable Outturn 2015/16	Revised Variance 2015/16
		£000	£000	£000	£000	£000	£000	£000
Directorate								
Strategic Director	Agency £247,000 offset by staffing vacancies of £182,000. £60,000 of consultancy costs not met from reserves as initially planned.	276	431	155	-	(60)	371	95
Total Directorate		276	431	155	-	(60)	371	95

Revenue Budget Outturn 2015/16 – People

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Older People								
Service Director		129	158	29	-	-	158	29
Carers Support	Underspend across spot purchasing budgets along with additional contributions from partners	1,385	1,224	(161)	-	-	1,224	(161)
ILS, Telecare & Adaptations		2,319	2,308	(11)	-	-	2,308	(11)
Older People Assessment & Care Management	Overspend across residential and nursing (£1.8 million) and domiciliary care (£2.1 million) Care Purchasing budgets for Older People, offset by underspends on Direct Payments (£976,000) and additional contributions of £115,000. £497,000 staffing overspend across the service. Overspends across care purchasing offset by risk sharing arrangements with BCF resulting in a contribution from the CCG of £1.8 million.	11,087	12,863	1,776	-	-	12,863	1,776
Older People Provider Management	Reduction in Internal recharges of £364,000, early achievement of savings on in-house services offset by overspends on other areas £267,000 savings resulting from service changes.	8,239	6,855	(1,384)	-	-	6,855	(1,384)
Welfare Rights & Financial Assessment	£80,000 underspend on staffing across the service. £79,000 income not budgeted	1,492	1,308	(184)	-	-	1,308	(184)
Housing	Reduction in internal recharges of £130,000	984	862	(122)	-	-	862	(122)
Community Recreation		174	114	(60)	-	-	114	(60)
Library Service		1,240	1,294	54	-	-	1,294	54
Total Older People		27,049	26,986	(63)	-	-	26,986	(63)

Revenue Budget Outturn 2015/16 – People

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Disability & Mental Health								
Service Director		152	180	28	-	-	180	28
Better Care Fund		-	72	72	-	-	72	72
Children's Disabilities Commissioning		71	79	8	-	-	79	8
Disabilities In-House Provision	Transfer of spot provision budget for Children's Short Breaks due to closure of in-house services resulting in £283,000 overspend.	6,033	6,266	233	-	-	6,266	233
Emergency Duty Team	Overspend of £222,000 on agency spend appointed to cover business critical posts.	417	602	185	-	-	602	185
Housing Support & Social Inclusion		875	868	(7)	-	-	868	(7)
Mental Health Care Management		5,314	5,274	(40)	-	(194)	5,080	(234)
Short Breaks		374	375	1	-	-	375	1
Children With Disabilities	Overspend of £310,000 from spot break provision of Children's Short breaks, where in-house provision closed. Staffing overspend of £210,000	1,636	2,145	509	-	(46)	2,099	463

Revenue Budget Outturn 2015/16 – People

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Disability & Mental Health								
Learning Disabilities Assessment & Care Management	Overspend across care purchasing budgets due to delays in resettlement programme	18,072	18,692	620	-	(52)	18,640	568
Physical Disabilities Assessment & Care Management	Early achievement of savings across care purchasing budgets of £112,000	5,232	5,122	(110)	-	(106)	5,016	(216)
All Age Disability & Joint Commissioning Young Adults	Underspend on employees of £145,000 in Disabilities Commissioning team due to vacancies held in year and underspend on contracts budgets of £132,000	1,540	1,218	(322)	-	-	1,218	(322)
SEN	Overspend of £994,000 relating to children with special educational needs placed in Out of City provision with other local authorities or independent provision	(170)	831	1,001	-	-	831	1,001
Total Disability & Mental Health		39,546	41,724	2,178	-	(398)	41,326	1,780

APPENDIX A

Revenue Budget Outturn 2015/16 – People

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Children & Young People								
Service Director	Staffing costs for Head of Children in Need £130,000 not funded from reserves as originally planned.	367	485	118	-	(130)	355	(12)
Children Centres	Staffing vacancies totalling £134,000, along with reduction in general expenditure of £67,000, partially offset by trading deficit of £43,000 against Children's Village.	4,827	4,667	(160)	-	-	4,667	(160)
Children in Need	Underspend on staffing due to vacancies of £200,000. Overspend on Section 17 of £250,000 all linked to increased caseloads, partially offset by savings against the contact contract of £190,000.	7,253	7,105	(148)	-	-	7,105	(148)
Children Commissioning	Staffing Vacancies £104,000 offset by overspend on contract costs of £222,000.	1,808	1,924	116	-	-	1,924	116
Edge of Care	£408,000 associated with the decision not to close Upper Pendeford Farm part way through 2015/16, this is partially offset by staffing vacancies of £70,000 in relation to the Intensive Family Support Service.	669	1,013	344	-	-	1,013	344

Revenue Budget Outturn 2015/16 – People

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Children & Young People								
Looked-After Children	Early achievement of savings linked to the Children's Transformation work and reduction in LAC numbers of £2.8 million. Underspend on staffing due to vacancies of £200,000, partially offset by staffing costs for Families R First project originally assumed to be funded from reserves.	32,852	29,835	(3,017)	-	(145)	29,690	(3,162)
Social Inclusion & Play	Staffing vacancies of £264,000 along with a reduction in car allowances of £35,000 partially offset by a reduction in income from traded services of £169,000.	1,739	1,610	(129)	-	-	1,610	(129)
Psychology	Psychology Service trading surplus.	683	422	(261)	100	-	422	(261)
Youth Offenders Team	Staffing Vacancies of £486,000 which will contribute towards the early achievement of the 2016/17 savings target of £150,000. This is partially offset by £59,000 reduction in funding from Youth Justice Board.	1,295	823	(472)	-	-	823	(472)
Business Support		29	117	88	-	-	117	88
Youth	Costs of the Youth Café totalling £126,000 not funded from reserves as originally planned.	355	493	138	-	(126)	367	12
Total Children & Young People		51,877	48,494	(3,383)	100	(401)	48,093	(3,784)

Revenue Budget Outturn 2015/16 – People

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Public Health & Wellbeing								
Public Health - Service Director		-	-	-	-	-	-	-
Public Health - Support Costs		-	-	-	-	-	-	-
Public Health - Healthier Places		67	(8)	(75)	-	-	(8)	(75)
Sport & Leisure Trust		-	-	-	-	-	-	-
Public Health - Commissioning		-	-	-	-	-	-	-
Public Health - Contracts		-	-	-	-	-	-	-
Public Health - Health Protection & NHS Facing		-	-	-	-	-	-	-
Public Health - Intelligence & Evidence		-	-	-	-	-	-	-
Public Health - Sports Development		-	-	-	-	-	-	-
Public Health - Transformation		-	-	-	-	-	-	-
Business Continuity & Emergency Planning		142	116	(26)	-	-	116	(26)
Community Safety		605	580	(25)	-	-	580	(25)
Safeguarding		2,097	2,175	78	-	-	2,175	78
Total Public Health & Wellbeing		2,911	2,863	(48)	-	-	2,863	(48)
Total People		121,659	120,498	(1,161)	100	(859)	119,639	(2,020)

APPENDIX B

Revenue Budget Outturn 2015/16 – Place

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Directorate								
Strategic Director	Planned use of reserves not undertaken	382	526	144	-	(135)	391	9
Total Directorate		382	526	144	-	(135)	391	9
City Economy								
Service Director		128	104	(24)	-	-	104	(24)
Adult Education		(245)	(245)	-	-	-	(245)	-
City Development	Staff vacancies pending restructure	497	360	(137)	-	(37)	323	(174)
Culture Arts & Heritage	Staff vacancies pending restructure	1,081	859	(222)	-	(10)	849	(232)
Enterprise & Skills	Staff vacancies pending restructure and additional grants secured	1,787	1,576	(211)	-	-	1,576	(211)
Inclusion & Employment		1,315	1,258	(57)	-	-	1,258	(57)
Service Development		218	141	(77)	-	(4)	137	(81)
Visitor Economy	Delay in implementing staff restructure following temporary closure of civic halls	658	960	302	-	-	960	302
Total City Economy		5,439	5,013	(426)	-	(51)	4,962	(477)

Revenue Budget Outturn 2015/16 – Place

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
City Assets								
Service Director	Costs of interim staff supporting corporate landlord restructure	122	222	100	-	-	222	100
Transportation	Capitalisation of salary costs and general efficiency savings	664	422	(242)	-	-	422	(242)
Planning		771	715	(56)	-	-	715	(56)
Catering Services		(1,017)	(1,106)	(89)	-	-	(1,106)	(89)
Cleaning and Caretaking Services	Additional income from schools and staff vacancies	1,710	1,277	(433)	-	-	1,277	(433)
Community Centres		216	254	38	-	-	254	38
Corporate Asset Management (including rates)	NNDR savings and capitalisation of work	4,423	4,194	(229)	-	(15)	4,179	(244)
Engineering & Civic Centre	Overspend on management of vacant properties and additional statutory R&M	2,538	2,898	360	-	-	2,898	360
Estates And Valuations	Increased income from former HRA shops transferred to GF	(1,420)	(1,830)	(410)	-	-	(1,830)	(410)
Property Services (Including Utilities)	Additional earned income and savings on energy	4,003	3,664	(339)	-	158	3,822	(181)
Total City Assets		12,010	10,710	(1,300)	-	143	10,853	(1,157)
Strategic Director Housing								
Housing		1,964	1,904	(60)	-	-	1,904	(60)
Total Strategic Director Housing		1,964	1,904	(60)	-	-	1,904	(60)

APPENDIX B

Revenue Budget Outturn 2015/16 – Place

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16	Net Controllable Outturn 2015/16	Variance 2015/16	Element Relating to Transfer to/(from) Earmarked Reserves	Further Planned Transfer to/(from) Earmarked Reserves	Revised Net Controllable Outturn 2015/16	Revised Variance 2015/16
		£000	£000	£000	£000	£000	£000	£000
City Environment								
Service Director		125	178	53	-	-	178	53
Bereavement Services	Efficiency savings and additional crematoria income	(2,124)	(2,398)	(274)	-	(70)	(2,468)	(344)
Environmental Maintenance	Contract and efficiency savings resulting in operational budget reductions	7,416	6,902	(514)	400	-	6,902	(514)
Fleet Services	A review of the recharge basis resulting in a reduced income received from Passenger Transport and Education services compared to budget	(1,184)	(961)	223	-	-	(961)	223
Highways Maintenance	Winter maintenance budget underspends due to mild winter	1,989	1,729	(260)	-	-	1,729	(260)
Landscape		(1)	(95)	(94)	-	-	(95)	(94)
Leisure Services		1,365	1,350	(15)	-	-	1,350	(15)
Markets		(1,004)	(948)	56	24	-	(948)	56
Operation & Maintenance of Existing Network	Capitalisation of traffic signal upgrade and general efficiency savings	1,045	696	(349)	-	-	696	(349)
Parking Services	Delay in implementing employee car parking scheme partly offset by additional income elsewhere	(1,468)	(1,261)	207	891	-	(1,261)	207
Regulatory Services	Staff vacancy savings and additional enforcement income	1,602	1,313	(289)	-	(43)	1,270	(332)
Street Lighting	Capitalisation of surface dressing expenditure and energy savings	3,652	2,638	(1,014)	-	-	2,638	(1,014)
Waste and Recycling Service	Delay in implementing depot rationalisation budget reductions	13,097	13,275	178	-	-	13,275	178
Total City Environment		24,510	22,418	(2,092)	1,315	(113)	22,305	(2,205)
Total Place		44,305	40,571	(3,734)	1,315	(156)	40,415	(3,890)

APPENDIX C

Revenue Budget Outturn 2015/16 – Corporate

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Directorate								
Managing Director		370	357	(13)	-	-	357	(13)
Total Directorate		370	357	(13)	-	-	357	(13)
Finance								
Director of Finance		166	165	(1)	-	-	165	(1)
Audit Services	The underspend has arisen as a result of vacancies within Audit Services, in addition to underspends against the Lone Worker budget within the Health & Safety team.	1,962	1,534	(428)	(388)	-	1,534	(428)
Corporate Financial Management	The underspend has arisen as a result of lower External Audit Fees and a lower than anticipated number of pensions gratuities payments.	3,507	3,149	(358)	(97)	-	3,149	(358)
Corporate Management Revenues and Benefits	The overspend within the service has arisen as a result of agency fees that have not been funded by reserve drawdowns, due to the positive overall General Fund underspend.	843	820	(23)	-	-	820	(23)
Housing Benefits Payments		2,000	2,199	199	-	(92)	2,107	107
Strategic Finance		(452)	(761)	(309)	-	-	(761)	(309)
The Hub	The overspend within the service has arisen as a result of one-off transitional costs following the implementation of Agresso. It was anticipated that a call would be made on reserves to support transition, however due to the positive outturn position the additional cost has been addressed through managed underspends.	1,333	1,611	278	-	-	1,611	278
Corporate Procurement	The overspend within the service has arisen as a result of agency fees that have not been funded by reserve drawdowns due to the positive overall General Fund underspend.	1,325	1,907	582	(965)	-	1,907	582
		640	832	192	-	(100)	732	92
Total Finance		11,324	11,456	132	(1,450)	(192)	11,264	(60)

Revenue Budget Outturn 2015/16 – Corporate

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/from Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Governance								
Director of Governance		165	166	1	-	-	166	1
Corporate Administration	The underspend has arisen as a result of holding a dual election, which is more cost effective, in addition to staffing vacancies within the service.	723	620	(103)	-	-	620	(103)
Democracy		1,790	1,758	(32)	-	-	1,758	(32)
HR Advice		1,207	1,294	87	(61)	(75)	1,219	12
Legal Services	The underspend within Legal Services is primarily as a result of underspends against the centralised External Legal Fees budget; work is commissioned in-house by the Council's legal team in the first instance.	2,124	1,753	(371)	-	-	1,753	(371)
Total Governance		6,009	5,591	(418)	(61)	(75)	5,516	(493)

Revenue Budget Outturn 2015/16 – Corporate

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Transformation								
Communications and Marketing		565	531	(34)	-	-	531	(34)
Customer Services		2,180	2,100	(80)	-	-	2,100	(80)
ICTS	The overspend has arisen as a result of absorbing prior year expenditure due to the centralisation of previously delegated IT costs. It is important to note that the ongoing budget is not affected.	4,578	4,902	324	-	-	4,902	324
Transformation	The underspend has arisen primarily as a result of the management of vacant posts; this supports existing and future budget reduction proposals.	3,365	2,590	(775)	72	(363)	2,227	(1,138)
Total Transformation		10,688	10,123	(565)	72	(363)	9,760	(928)

Revenue Budget Outturn 2015/16 – Corporate

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Corporate Budgets								
West Midlands Transport Authority Levy		11,877	11,877	-	-			(11,877)
Environment Agency Levy		67	68	1	-			(67)
Provision for Bad Debts	Provision for bad debts was greater than originally budgeted for.	200	366	166	-			(200)
Treasury Management Budgets	Significant underspends against budget have arisen as a result of re-phasing in the capital programme, transfer of financing and prudent management of treasury budgets.	13,614	9,483	(4,131)	-			(13,614)
Central Provision for Pension Auto-Enrolment	Underspend against budget for Auto-Enrolment as provision not needed in 2015/16. Budget provision will, however, be needed in future years.	1,643	-	(1,643)				
Birmingham Airport - Rent		(69)	(83)	(14)	-			69
Contribution to the HRA Homelessness Reserve		-	167	167	167			-
Special Dividend from Birmingham Airport	The receipt of a £3.6 million special dividend from Birmingham Airport in March 2016	-	(3,569)	(3,569)	(3,569)			-
Central Provision for increased Pension Costs	This budget contributed towards the cost of pension strain arising from redundancies during the year.	1,591	-	(1,591)	-			(1,591)
Redundancy Costs	Redundancy payments during 2015/16 arose primarily as a result of the Voluntary Redundancy Programme.	-	7,841	7,841	-			-
Cross-cutting Savings Proposals	Cross cutting saving held corporately have been delivered through underspends against other Corporate Accounts budgets.	(500)	-	500	-			500

Revenue Budget Outturn 2015/16 – Corporate

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000	
Other Corporate Budgets	Underspends arising against other corporate budgets	1,578	(158)	(1,736)	-			(1,578)	
								-	
<i>Reserve adjustments:</i>								-	
Contribution from the Efficiency Reserve		-	(78)	(78)	(78)			-	
Contribution to the Budget Strategy Reserve			3,569	3,569	3,569			-	
Contribution to the Budget Contingency Reserve			750	750	750			-	
Contribution to the Business Rates Equalisation Reserve	Reallocation of the positive General Fund underspend to Earmarked Reserves to ensure sufficient funds are available for future projects.		2,000	2,000	2,000			-	
Contribution to the Treasury Management Equalisation Reserve			1,456	1,456	1,456			-	
Contribution to the FutureWorks Reserve				500	500	500			-
Contribution to the Transformation Reserve				500	500	500			-
Contribution to the Regeneration Reserve				750	750	750			-
Total Corporate Budgets		30,001	35,439	5,438	6,045	-	-	(30,001)	
Total Corporate		58,392	62,966	4,574	4,606	(630)	26,897	(31,495)	

Revenue Budget Outturn 2015/16 – Education

Service/Budget	Reason for Variation/Comments	Net Controllable Budget 2015/16 £000	Net Controllable Outturn 2015/16 £000	Variance 2015/16 £000	Element Relating to Transfer to/(from) Earmarked Reserves £000	Further Planned Transfer to/(from) Earmarked Reserves £000	Revised Net Controllable Outturn 2015/16 £000	Revised Variance 2015/16 £000
Education								
Director of Education	There have been delays in delivering the savings targets for education for 2015/16. These have now been reprofiled as part of the 2016/17 budget process.	(269)	256	525	-	-	256	525
Schools	lower grant than anticipated	(3,904)	(3,804)	100	-	-	(3,804)	100
Standards and Vulnerable Pupils		885	884	(1)	-	-	884	(1)
School Planning & Resources	During 2015/16 there has been a significant pressure on school transport (SEN) due to additional pupils needing provision out of city. In addition the service has been required to meet legal costs for academy conversions where there had been no budget. There were also some income shortfall on traded services.	3,807	4,316	509	-	-	4,316	509
Total Education		519	1,652	1,133	-	-	1,652	1,133

Outturn on Schools' Budgets

Overview

Schools that remain in local authority control started the 2015/16 financial year with accumulated reserves of £14.2 million. At the end of the year revenue balances for these schools were £12.9 million, a reduction of £1.3 million. This represents 10.9% of the funding and income available to schools during 2015/16.

Schools budget plans collected assumed balances of £7.1 million for 2015/16 therefore actual balances are £5.8 million greater than forecast.

The table below illustrates the in-year movement by school type

Table 7 - Analysis of Schools Balances 2015/16

	Balance at 1 April 2015	Use of Balances in 2015/16	Balance at 31 March 2016
	£000	£000	£000
Infant	(489)	0	(489)
Junior	(544)	(35)	(579)
Primary	(8,306)	770	(7,536)
Secondary	(552)	376	(176)
Special	(1,660)	300	(1,360)
Nursery	(1,508)	81	(1,427)
PRU	(1,135)	(190)	(1,325)
Total	(14,194)	1,302	(12,892)

Within the City, nine schools have now had a balance of over fifteen per cent of their income for five years meaning that the Local Authority is liable to further challenge from the Department for Education with regard to these schools. During 2015/16 the Local Authority met with head teachers and chairs of governors of schools to agree plans for the use of balances to ensure that they were being used effectively. In July 2016 an arbitration panel will meet with eight schools with high levels of balances to consider a recovery of some level of surplus which would be used on school improvement priorities agreed by the school forum.

Schools may be maintaining balances for:

- a) Future cost increases in pension and other pay related costs, whilst they are aware that there will be no increases in funding per pupil for the foreseeable future.

APPENDIX E

- b) The impact of a national funding formula that has been announced for 2017/18. It is expected that this will bring significant turbulence in the school funding system and to schools funding settlements.

It is important to note that, as any variances against schools' delegated budgets are transferred either to or from schools' accumulated reserves, their outturn position is financially neutral to the Council's General Fund.

Schools in a Deficit Position

The table below shows that the total number of schools in deficit has increased by three.

Table 8 – Number of Schools in a Deficit Position

Sector	2014/15	2015/16
Primary	2	3
Secondary	2	3
Special	1	0
Pupil Referral Unit	1	3
Total	6	9

Where schools end the financial year in a deficit position they are required to seek the approval of the Local Authority, to operate with a deficit balance. A further report on these will be brought to Cabinet (Resources) Panel in September 2016.

APPENDIX F

Housing Revenue Account Revenue Outturn 2015/16

	2015/16 Budget £000	2015/16 Outturn £000	2015/16 Forecast Variance £000
Income			
Gross rents – dwellings	(93,683)	(94,097)	(414)
Gross rents – non dwellings	(711)	(852)	(141)
Charges to tenants for services and facilities	(5,148)	(5,115)	33
Total income	(99,542)	(100,064)	(522)
Expenditure			
Repairs and maintenance	26,103	25,695	(408)
Supervision and management	19,077	19,069	(8)
Rents, rates and taxes	460	298	(162)
Increase in provision for bad debts	2,240	596	(1,644)
Depreciation of fixed assets	21,807	22,152	345
Total expenditure	69,687	67,810	(1,877)
Net cost of HRA services	(29,855)	(32,254)	(2,399)
Interest payable	14,411	13,008	(1,403)
Interest and investment income	(1)	(58)	(57)
Adjustment for premiums and discounts	(293)	(293)	-
(Surplus)/deficit before transfers to/from reserves and provision for redemption of debt	(15,738)	(19,597)	(3,859)
Allocation of (surplus)/deficit			
Provision for redemption of debt	15,738	19,597	3,859
Balance for the year	-	-	-

Cabinet Meeting

20 July 2016

Report title	Reserves, Provisions and Balances 2015/16	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor Andrew Johnson Resources	
Key decision	Yes	
In forward plan	Yes	
Wards affected	All	
Accountable director	Keith Ireland, Managing Director	
Originating service	Strategic Finance	
Accountable employee(s)	Mark Taylor	Director of Finance
	Tel	01902 556609
	Email	mark.taylor@wolverhampton.gov.uk
Report to be/has been considered by	Confident Capable Council Scrutiny Panel	14 September 2016

Recommendations for decision:

The Cabinet is recommended to:

1. Approve the transfers (to)/from specific reserves, provisions and general balances as detailed in tables 2, 3 and 4.
2. Approve expenditure from provisions for their purposes as set out in Appendix B, up to the value held in each provision as at 31 March 2016.
3. Approve the continuation of delegation of authority to the Cabinet Member for Resources, in consultation with the Director of Finance, to allocate funds from the Budget Contingency Reserve, the Regeneration Reserve, the Efficiency Reserve, the Transformation Reserve, the Development Reserve, the Regional Work Reserve, the Enterprise Zone Business Rates Reserve, the Business Rates Equalisation Reserve, the

Treasury Management Equalisation Reserve and the Budget Strategy Reserve during 2016/17.

4. Approve the continuation of delegation of authority to the Cabinet Member for Resources, in consultation with the Managing Director, to allocate funds from the Combined Authority Reserve during 2016/17.

Recommendations for noting:

The Cabinet is asked to note:

1. The level of the Council's specific reserves, provisions and general balances as at 31 March 2016 and the purposes for which they are being held, as detailed in Appendices A and B.
2. That relevance and adequacy of specific reserves and general balances will be reviewed as required by the Constitution during the 2017/18 budget setting process.
3. That allocation of funding from all specific reserves will be reported to Cabinet (Resources) Panel in the scheduled quarterly budget monitoring reports.
4. That Confident Capable Council Scrutiny Panel will scrutinise the use of reserves as part of the budget setting process as in previous years.
5. That the Director of Finance considers that the overall level of all reserves, provisions and balances is sufficient to meet the likely level of obligations to be met from reserves, provisions and general balances in the short term.
6. That the positive General Fund outturn position during 2015/16, and the resulting adjustments to reserves, will help to support the Council's short term financial position, enabling one-off investment to support transformation of the Council. However, it does not address the challenging financial position that the Council finds itself in over the medium term; namely identifying an additional £54.6 million of budget reduction and income generation proposals over the three year period to 2019/20. Cabinet will be presented with a report at this meeting detailing the progress towards identifying £22.2 million of budget reduction and income regeneration proposals for 2017/18.
7. That the figures quoted in the report are still subject to statutory audit by Grant Thornton UK LLP as part of the 2015/16 accounts closedown process.

1.0 Purpose

- 1.1 The purpose of this report is to inform Cabinet of the Council's resources currently held as specific reserves, provisions and general balances as at 31 March 2016, taking account of the outturn position for 2015/16.

2.0 Summary

- 2.1 An analysis of the authority's general balances, specific (revenue) reserves and provisions at 31 March 2016 is provided in table 1 below. This comprises of reserves, provisions and balances held for all funds including the General Fund, the Housing Revenue Account and Schools.

Table 1 – Balances, Reserves and Provisions as at 31 March 2015 and 31 March 2016

	Further details	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Total General Balances	Table 2	(31,158)	3,224	(27,934)
Total Specific Reserves	Table 3	(50,311)	(8,704)	(59,015)
Total Provisions	Table 4	(34,504)	(1)	(34,505)
Overall Total		(115,973)	(5,481)	(121,454)

- 2.2 Overall, during 2015/16 there has been an increase of £5.5 million in the level of general balances, specific reserves and provisions. Full details of the movements against general balances, specific reserves and provisions are provided in the sections below.

3.0 Background

- 3.1 Specific reserves are made up of retained surpluses against previous years' revenue budgets, which are available to fund future expenditure. Some are required by law or accounting practice, whilst others represent amounts voluntarily set aside by the Council for specific purposes.
- 3.2 The definition of provisions is set out in financial reporting standards. They state that a provision should be established when:
1. the Council has a present obligation as a result of a past event, and
 2. there is significant uncertainty around the timing or amount of settlement of the obligation, but
 3. a reliable estimate can be made of the likely cost to the Council.
- 3.3 These definitions are for accounting purposes. The important issue for the Council in looking forward is whether or not the specific reserves and provisions, taken together

with the Council's general balances, are sufficient to meet the cost of fulfilling the obligations (past or future) for which these reserves and provisions were established. If those obligations have been met, it is good practice to release the reserve or provision. The funds released are then available for other uses.

- 3.4 Due to the projected financial challenges facing the Council over the medium term, combined with the budget risks, reserves should only be called on in very specific circumstances and are not a viable funding option to reduce the projected budget deficit over either the short or longer term.
- 3.5 The policy on the use of reserves was revised during the 2014/15 budget process, and approved by Full Council in November 2013. The revised policy states:
1. Specific Reserves - to provide sufficient sums to meet known and estimated future liabilities and/or planned expenditure.
 2. General Fund Balance:
 1. To retain a minimum balance of £10.0 million at all times in order that sufficient sums are available to address the significant budget risks that face the authority should they materialise.
 2. This actual balance may however be lower than the £10.0 million where the use of these balances is the only option to fund significant costs associated with downsizing the workforce, in order to deliver significant on-going savings. These balances should however be replenished to the minimum level of £10.0 million within a maximum of two financial years.
 3. Can only be used following the agreement of Full Council having first been considered by the Cabinet Member for Resources in consultation with Cabinet colleagues and then by Cabinet (Resources) Panel and only in the following circumstances:
 - a. To fund one-off exceptional/extraordinary items of expenditure where such expenditure cannot be contained within existing budgets or by calling on specific reserves and/or provisions.
 - b. To smooth the impact of a significant projected medium term budget deficit, where robust plans to address that deficit will take time to approve and implement.
 - c. To fund Invest to save or income generating initiatives where there are insufficient sums held within the Efficiency Reserve to fund the initiative and there is a payback within a reasonable period of time.

4.0 General Balances

- 4.1 The Council maintains a number of general balances created by retained surpluses in this year and past years, as detailed in the table below.

Table 2 – General Balances at 31 March 2015 and 31 March 2016

	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Schools' Balances	(16,158)	3,224	(12,934)
General Fund Balance	(10,000)	-	(10,000)
Housing Revenue Account Balance	(5,000)	-	(5,000)
Total Balances	(31,158)	3,224	(27,934)

- 4.2 General balances, unlike specific reserves, are funds that are generally available and not earmarked for a specific purpose although the individual funds (General Fund and Housing Revenue Account) are ring-fenced.
- 4.3 Schools' Balances (including balances held by Pupil Referral Units) are accumulated from underspends against school budgets in past years. This sum is only available to fund expenditure against schools' delegated budgets.
- 4.4 The positive General Fund outturn position during 2015/16, and the resulting adjustments to reserves, will help to support the Council's short term financial position enabling one-off investment to support transformation of the Council. It does not, however, address the challenging financial position that the Council finds itself in over the medium term; namely identifying an additional £54.6 million of budget reduction and income generation proposals over the three year period to 2019/20. Cabinet will be presented with a report at this meeting detailing the progress towards identifying £22.2 million of budget reduction and income regeneration proposals for 2017/18.
- 4.5 The General Fund Balance remains at £10.0 million as at 31 March 2016. This is the minimum balance as determined by the Council's policy on reserves and balances. Emphasis continues to be placed on identifying budget reductions and income generation proposals to meet the projected budget deficit over the medium term.
- 4.6 The Housing Revenue Account (HRA) Balance of £5.0 million as at 31 March 2016 has been accumulated from net surpluses against HRA budgets in previous years. This balance is only available to fund expenditure against the HRA budget.

5.0 Specific revenue reserves

- 5.1 In addition to general balances, the Council also holds a number of specific reserves. An analysis of the authority's specific reserves at 31 March 2016 is provided in the table below and is shown in more detail by individual reserve in Appendix A.

Table 3 – Specific Revenue Reserves as at 31 March 2015 and 31 March 2016

	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
People	(5,021)	2,704	(2,317)
Place	(3,990)	(1,169)	(5,159)
Corporate Services (including Education)	(4,538)	(184)	(4,722)
Corporate Budgets	(36,762)	(10,055)	(46,817)
Total Specific Reserves	(50,311)	(8,704)	(59,015)

- 5.2 As part of the 2016/17 budget process all specific reserves were once again reviewed for relevance and adequacy by Strategic Finance in conjunction with Budget Managers. They were also reviewed by Confident Capable Council Scrutiny Panel Specific Reserves Working Group on 27 November 2015 for appropriateness. The Working Group considered and commented on the appropriateness of the specific reserves held by the Council and supported the recommendation that any reserves no longer required for their original purpose should be transferred to the Council's Efficiency Reserve.
- 5.3 There have been net additions to specific reserves totalling £8.7 million, as shown in more detail at Appendix A.
- 5.4 Following a review to ensure adequacy by the Director of Finance, it is recommended that the following transfers between specific reserves are approved by Cabinet:
1. Transfer £53,400 from the Library Equipment Reserve to the Efficiency Reserve.
 2. Transfer £126,312 from the Youth Café Reserve to the Efficiency Reserve.
 3. Transfer £30,000 from the Youth Offending IT Reserve to the Efficiency Reserve.
 4. Transfer £71,000 from the Cemeteries and Crematorium Reserve to the Efficiency Reserve.
 5. Transfer £328,860 from the Showell Road Travellers Site Reserve to the Efficiency Reserve.
 6. Transfer £125,809 from the Youth Zone Reserve to the Efficiency Reserve.
 7. Transfer £1.3 million from the Better Care Fund Transition Reserve to the Efficiency Reserve.
- 5.5 In addition to those transfers detailed in the paragraph above, due to the positive General Fund outturn position for 2015/16, as reported to Cabinet at this meeting in the Revenue Budget Outturn 2015/16 report, the Council underspent by £9.4 million. It is therefore proposed that £9.4 million is transferred into specific reserves to fund future

transformational projects, costs anticipated to arise as a result of business rate appeals and redundancy costs. The specific reserves detailed in Appendix A reflect this proposal, which Cabinet is recommended to approve.

- 5.6 Specific reserves will be reviewed as part of the revenue budget monitoring process throughout 2016/17, as required within the Constitution. Any proposed adjustments to specific revenue reserves will be reported to Cabinet (Resources) Panel for approval.
- 5.7 Further to this, the Confident Capable Council Scrutiny Panel will scrutinise the use of reserves as part of the 2017/18 budget setting process, as in previous years.

6.0 Provisions

- 6.1 An analysis of the authority's provisions, which is a liability that the Council is aware of but the amount and timing of the liability is uncertain, as at 31 March 2016 is provided in the table below and is shown in more detail by individual provision in Appendix B.

Table 4 – Provisions as at 31 March 2015 and 31 March 2016

	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Provisions for Bad & Doubtful Debts	(15,271)	(1,426)	(16,697)
Other Provisions	(19,233)	1,425	(17,808)
Total	(34,504)	(1)	(34,505)

7.0 Adequacy

- 7.1 In accordance with the provisions of the Local Government Act 2003 (Section 25), the Director of Finance is required to report on the adequacy of the proposed reserves. The Director of Finance considers that the overall level of all reserves, provisions and balances is sufficient to meet the likely level of obligations to be met from reserves, provisions and general balances in the short term.
- 7.2 It is important to note that many of the changes to specific reserves detailed within this report, which have arisen from the positive General Fund outturn position in 2015/16, will help to support the Council's short term financial position. This does not, however, address the challenging financial position that the Council finds itself in over the medium term; namely identifying an additional £54.6 million of budget reductions and income generation proposals by 2019/20.
- 7.3 Work continues to identify budget reduction and income generation proposals to address the projected budget deficit faced by the Council over the medium term and progress will be reported to Cabinet at this meeting in the Draft Budget and Medium Term Financial Strategy 2017/18 - 2019/20 report.

8.0 Financial implications

- 8.1 The financial implications are discussed in the body of the report.
[RT/04072016/G]

9.0 Legal implications

- 9.1 Section 151 of the Local Government Act 1972 requires local authorities to make arrangements for the proper administration of their financial affairs.
[TS/06072016/F]

10.0 Equalities implications

- 10.1 This report has no direct equality implications. However, any consideration given to the use of reserves, provisions or balances could have direct or indirect equality implications. These will need to be considered as and when sums are allocated from reserves and/or balances whereby an initial screening will be conducted.

11.0 Environmental implications

- 11.1 This report has no direct implications for the Council's environmental policies. However, any consideration given to the use of reserves and/or balances could have direct or indirect environmental implications. These will need to be considered as and when sums are allocated from reserves, provisions or balances.

12.0 Schedule of background papers

Draft Budget and Medium Term Financial Strategy 2017/18 to 2019/20, report to Cabinet, 20 July 2016.

Revenue Budget Outturn 2015/16, report to Cabinet, 20 July 2016.

2016/17 Budget and Medium Term Financial Strategy 2016/17 - 2019/20, report to Cabinet, 24 February 2016.

5 Year Budget and Medium Term Financial Strategy 2014/15 to 2018/19, report to Full Council, 6 November 2013.

Specific Reserve	Description of Reserve	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
People				
Library Equipment	For the purchase of equipment for libraries.	(157)	53	(104)
Mary Ellen Bequest - Oxley Training Centre Reserve	Bequest available for use at the Oxley Training Centre.	(7)	-	(7)
Youth Cafe Reserve	To fund the Youth Café.	(362)	127	(235)
Youth Offending IT Reserve	To fund the Youth Offending Team migration onto Childview - a new bespoke upgraded database.	(50)	30	(20)
Building Resilience Reserve	To continue activities under the Preventing Violent Extremism work stream.	(4)	-	(4)
Mediation Service	The Mediation Service is self-funded through annual contributions which do not match the financial year in which expenditure is incurred. Earmarking the income already generated for the Mediation Service aids service planning.	(20)	3	(17)
Safeguarding – Adults Board	To fund Adults Board expenditure in future years.	(21)	(24)	(45)
Safeguarding – Children’s Board	To fund Children's Board expenditure in future years.	(106)	70	(36)
BCF Transition Reserve	To support the Better Care Fund Programme.	(1,312)	1,312	-
Inclusion Support Reserve	To provide contingency should the level of schools traded services decrease in the future.	-	(100)	(100)

Specific Reserve	Description of Reserve	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
People				
Community Safety	To assist the Safer Wolverhampton Partnership to deliver the Crime Reduction, Community Safety and Drugs Strategy 2014/17 and the Local Policing & Crime Plan 2016/17	-	(169)	(169)
Public Health - Emergency Planning Contingency	To respond to public health incidents and support the establishment of the resilience team imbed robust framework.	(35)	-	(35)
Public Health Telecare	Supporting telecare use to help independence particularly for elderly adults.	(59)	59	-
Public Health Early Intervention Team	To support the families first programme.	(69)	14	(55)
Public Health CASH Additional Contracts	To fund public health interventions across the wider determinates in health.	(20)	20	-
Public Health Transformation Fund	To support Transformational projects approved through Health & Wellbeing Board.	(483)	483	-
Public Health Housing Standards	Improving health through improving private sector housing.	(400)	-	(400)
Public Health - Obesity	Corporate action in relation to the Obesity call To Action.	(500)	500	-
Public Health - Infant Mortality	Corporate action in relation to the Infant Mortality Scrutiny Review and Action Plan.	(325)	-	(325)
Public Health - Alcohol	In line with the Corporate Priority to support the delivery of an effective Hospital based Alcohol Treatment Service and the implementation of a Multi Agency Safeguarding Hub.	(150)	29	(121)

Specific Reserve	Description of Reserve	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
People				
Public Health - Healthy Ageing	To support collaborative work that aims to promote independence.	(70)	70	-
Public Health - Health Protection and Sexual Health	To support the implementation of new sexual health services for Wolverhampton and to initiate new ways of engaging and protecting vulnerable groups from infectious diseases.	(260)	-	(260)
Public Health - Public Mental Health	To fund projects supporting Public Mental Health	(86)	86	-
Public Health - Year 2 Transformation Fund	To support 2nd year Transformational projects approved through Health & Wellbeing Board.	(525)	141	(384)
People Total		(5,021)	2,704	(2,317)

Specific Reserve	Description of Reserve	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Place				
HRA Homelessness	Available to support initiatives that work to prevent homelessness.	(153)	50	(103)
Cemeteries and Crematorium Reserve	To fund the replacement and repair of memorials.	(195)	71	(124)
Energy Efficiency Reserve	To fund major repairs and/or refurbishment to supplement capital budgets targeted at energy efficiency measures.	(634)	(73)	(707)
Markets Reserve	To meet predicted costs of wholesale market maintenance.	(54)	(13)	(67)
Art Gallery Touring Exhibitions Reserve	To support the costs of touring exhibitions.	(9)	-	(9)
Building Control Service Improvements	Any surplus achieved on the Building Control Service is required to be reinvested back into the service	(214)	(2)	(216)
Kickstart Loans	Recycling of funds secured following the repayment of Kickstart Loans into assistance for private sector housing improvements.	(72)	-	(72)
Licensing Reserve	Licensing Fee income. The surplus is to be reinvested in the Licensing Service.	(44)	-	(44)
Regeneration Reserve	To fund projects in support of corporate regeneration priorities and maintaining the city centre development.	(2,000)	(750)	(2,750)

Specific Reserve	Description of Reserve	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Place				
Showell Road Travellers Site - Residents Deposits Reserve	Deposits from new tenants of sites managed by the City of Wolverhampton Council. The deposits are refundable when tenants leave or they are used to offset arrears or to pay for any damage.	(1)	(2)	(3)
Showell Road Travellers Site Reserve	For the refurbishment of an existing site and also the provision of a new site, an annual contribution is made from the revenue budget.	(329)	329	-
Victoria Square Sinking Fund Reserve	Sums set aside for future maintenance costs at Victoria Square commercial units.	(9)	(3)	(12)
Voluntary Sector and Community Partnership Reserve	To support partnership activities approved by the Safer Wolverhampton Partnership and Wolverhampton Strategic Partnership.	(115)	-	(115)
Youth Zone	For the development of the Youth Zone.	(127)	127	-
Magistrates Court Reserve	Sinking fund to meet future refurbishment costs for building occupied by Magistrates court.	(34)	-	(34)
Wholesale Market Sinking Fund	Established to fund specific major replacement and refurbishment project costs (uncapped)	-	(12)	(12)
Highway Management Reserve	Reinvestment of funds secured through Bus lane enforcement into Highway improvement	-	(891)	(891)
Place Total		(3,990)	(1,169)	(5,159)

Specific Reserve	Description of Reserve	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Corporate Services and Education				
Insurance Reserve	To fund the council's self insurance commitments for unknown insurance claims. The movement during the year reflects the performance of the Insurance Fund against current budgets.	(2,832)	387	(2,445)
Transformation Reserve	To progress the 3Cs Transformation Strategy and ultimately deliver greater efficiencies.	(1,500)	(500)	(2,000)
Apprenticeship Scheme Reserve	To support the apprenticeship scheme.	(132)	(71)	(203)
Schools Arts Service Reserve	Funds to support arts projects in schools.	(74)	-	(74)
Corporate Services and Education Total		(4,538)	(184)	(4,722)

Specific Reserve	Description of Reserve	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Corporate				
Budget Contingency Reserve	Available to address in-year budget pressures that cannot be addressed from within existing service budgets. Funds in this reserve have been increased to support risks associated with the budget, including but not limited to the delivery of challenging budget reduction targets.	(6,850)	(1,150)	(8,000)
Efficiency Reserve	Available to allow pump priming and investment in new developments, where the main aim is to generate efficiencies in the future as supported by a fully costed business case. These business cases are considered by the Strategic Executive Board and decisions are reported to Councillors as part of the quarterly financial monitoring and reporting arrangements.	(5,907)	(1,971)	(7,878)
Funds and Bequests Reserve	Trust funds administered by the authority with specific criteria for allocation.	(9)	-	(9)
FutureWorks Reserve	This amount has been set aside to part fund costs arising from the Council's FutureWorks Programme.	(1,580)	465	(1,115)
Job Evaluation Reserve	To assist with the funding of the implementation of new pay scales arising from job evaluation, in addition to equal pay costs that cannot be charged to the provision.	(2,587)	62	(2,525)

Specific Reserve	Description of Reserve	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Corporate				
Local Strategic Partnership Reserve	To support work of the skills commission and delivery of action plan	(137)	-	(137)
Revenue Grants Unapplied (IFRS) Reserve	Established in accordance with the principles of IFRS in relation to the recognition of grants and contributions in the council's accounts. Approvals for the use of actual grants are made during the year according to the council's constitution.	(3,307)	(1,339)	(4,646)
Art Fund	Funds administered to support revenue expenditure against criteria defined by the bequest.	(33)	-	(33)
Mayors Award	Trust funds administered by the authority with specific criteria for allocation.	(2)	-	(2)
Grand Theatre Loop	Trust funds administered by the authority with specific criteria for allocation.	-	-	-
Combined Authorities Reserve	Established from contributions of £50,000 from each Metropolitan District Council in the West Midlands to support the Combined Authority.	(350)	(153)	(503)
Development Reserve	To fund feasibility works.	(500)	-	(500)

Specific Reserve	Description of Reserve	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Corporate				
Regional Work Reserve	Available to fund and support regional initiatives, including the Combined Authority for example.	(1,000)	250	(750)
Enterprise Zone Business Rates Equalisation Reserve	To equalise the fluctuation in business rates receipts within the Enterprise Zone.	(500)	(169)	(669)
Business Rates Equalisation Reserve	To equalise the impact of the fluctuation in business rates on the Council's General Fund arising as a result of revaluations and appeals.	(3,000)	(1,024)	(4,024)
Treasury Management Equalisation Reserve	To support the revenue costs associated with slippage in the Capital Programme.	(2,000)	(1,456)	(3,456)
Budget Strategy Reserve	Funds available to address reorganisation costs as a result of the financial challenges faced by the Council over the medium term.	(9,000)	(3,569)	(12,569)
Salary Sacrifice	To cover any unforeseen costs associated with the various salary sacrifice schemes.	-	(1)	(1)
Corporate Total		(36,762)	(10,055)	(46,817)
Council Total		(50,311)	(8,704)	(59,015)

Provision	Description of Provision	Balance at 31 March 2015 £000	Net Movement 2015/16 £000	Balance at 31 March 2016 £000
Provisions for Bad and Doubtful Debts				
Collection Fund	All bad and doubtful debt provisions are calculated by application of an established formula that takes account of the risk of not recovering debts owed to the Council using a combination of factors including age of debt.	(5,730)	(1,707)	(7,437)
General Fund Sundry Debtors		(7,682)	76	(7,606)
Housing Revenue Account		(1,859)	205	(1,654)
Provisions for Bad and Doubtful Debts Total		(15,271)	(1,426)	(16,697)

APPENDIX B

Balance at 31 March 2015 £000	Provision Name	Provision Details	Amounts Used in 2015/16 £000	Provisions Made in 2015/16 £000	Balance at 31 March 2016 £000
(12,382)	Capitalisation Risks	This provision is in respect of potential claims under equal pay legislation. It is currently uncertain when payments might need to be made, and the value of any such payments.	3,838	-	(8,544)
(2,303)	Insurance	The Council self-insures risks to property and assets up to a total aggregate limit of £1.0 million and its liability exposures up to a limit of £250,000 on any one occurrence above which limits the external insurance cover operates. The insurance provision of £2.3 million is in respect of the outstanding claims under the self-insurance programme covering the current and past years.	-	-	(2,303)
(243)	Termination Benefits	During 2015/16, the Council undertook a further voluntary redundancy exercise. As a result of this initiative, there were a number of employees and former employees to whom termination benefits were due, but had not yet been made, at the end of the year.	243	(694)	(694)
(159)	Midlands Housing Consortium (MHC)	MHC was previously a member of the West Midlands Pension Fund. It paid a lump sum to the Council to support pension payments to fund members. This provision will reduce gradually over time as pension payments are made.	27	-	(132)

APPENDIX B

Balance at 31 March 2015 £000	Provision Name	Provision Details	Amounts Used in 2015/16 £000	Provisions Made in 2015/16 £000	Balance at 31 March 2016 £000
(105)	Housing Revenue Account	There are three separate provisions: for legal disrepair claims, for tenant management organisation expenditure and for rent bonds.	24	-	(81)
(3,971)	Outstanding NNDR appeals	The Collection Fund account requires a provision for appeals against the rateable valuation set by the Valuation Office Agency (VOA) not settled as at 31 March 2016.	1,341	(3,355)	(5,985)
(70)	Other	These are small amounts relating to ex-members of the pension fund and refunds of aftercare payments made by residents subsequently falling within Section 117 of the Mental Health Act 1983 and from whom charges are not due.	1	-	(69)
(19,233)		Total Other Provisions	5,474	(4,049)	(17,808)

Cabinet Meeting

20 July 2016

Report title	Draft Budget and Medium Term Financial Strategy 2017/18 – 2019/20	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor Andrew Johnson Resources	
Key decision	Yes	
In forward plan	Yes	
Wards affected	All	
Accountable director	Keith Ireland, Managing Director	
Originating service	Strategic Finance	
Accountable employee(s)	Mark Taylor	Director of Finance
	Tel	01902 554410
	Email	mark.taylor@wolverhampton.gov.uk
Report to be/has been considered by	Strategic Executive Board	8 July 2016
	Confident Capable Council Scrutiny Panel	14 September 2016

Recommendations for decision:

That Cabinet is recommended to approve:

1. That the budget reduction and income generation targets amounting to £21.9 million in 2017/18, be further developed, including the necessary equalities analyses, for inclusion in the Draft Budget and Medium Term Financial Strategy 2017/18 – 2019/20, to be reported to Cabinet in October 2016 for approval to proceed to the formal consultation and scrutiny stages of the budget process.
2. The commencement of initial consultation and/or stakeholder engagement relating to individual budget reduction and income generation opportunities, where this is necessary in order that they can be fully developed ahead of the Draft Budget and Medium Term Financial Strategy 2017/18 – 2019/20 being reported to Cabinet in October 2016.

3. A high level strategy to address the projected budget deficit over the medium term; namely identifying £32.4 million of budget reduction and income generation proposals in 2018/19 and 2019/20; allocating the People Directorate with a target of identifying a further £18.0 million of budget reduction and income generation proposals by 2019/20, with the remaining £14.4 million to be identified by the rest of the Council. The outcome being that the People Directorate and the rest of the Council share the £54.6 million projected deficit in equal proportions overall.
4. That work starts immediately to identify additional budget reduction and income generation targets to address the projected budget deficit in 2018/19, in order to ensure that a balanced budget can be set.
5. The prudent postponement of the previously approved 'Reduce the Number of Councillors' budget reduction totalling £90,000 from the Medium Term Financial Strategy in 2018/19, until the outcome of the Boundary Commission work is known. Current indications are that this work will not be complete by 2018/19.

Recommendations for noting:

That Cabinet is asked to note:

1. That the updated projected deficit assumes the achievement of budget reduction proposals amounting to £37.4 million over the four year period to 2019/20. Having identified budget reductions in excess of £175.0 million over the last six financial years, the extent of the financial challenge over the medium term continues to represent the most significant that the Council has ever faced.
2. That due to external factors, budget assumptions remain subject to change. This could therefore result in alterations to the financial position faced by the Council.
3. That while significant progress is being made towards identifying the projected budget deficit for 2017/18; work continues to identify possibilities to deliver the remaining £0.3 million of budget reduction and income generation targets for 2017/18.
4. That over the forthcoming months, Service Directors, Heads of Service and relevant Budget Managers will be participating in 'Review, Challenge and Progress' meetings. The aims of the meetings are to review and challenge the current budget provision for each service, to consider commercialisation opportunities and to consider how the service can achieve even better value for money and efficiencies. As a result of conducting the 'Review, Challenge and Progress' meetings, it is anticipated that ideas for generating budget reduction and income generation targets in the short and medium term will be discussed and further developed with support from Strategic Finance. In addition to this, the Council seeks to maximise benefits available from income generation, digital transformation, demand management and outcome based service

planning workstreams that are currently on-going, however it is important to note that it is likely that there will still have to be further cuts to services. An update on progress will be presented to Cabinet in October 2016.

5. That the General Fund revenue outturn position for 2015/16 was a net underspend of £9.4 million (-4.20%) against the net budget requirement of £224.9 million, as reported to Cabinet at this meeting in the Revenue Budget Outturn 2015/16 report.
6. That the positive General Fund outturn position for 2015/16 will help to support the Council's short term financial position, enabling one-off investment to support transformation of the Council, however, it is important to note that it does not address the challenging financial position that the Council finds itself in over the medium term; as detailed in this report.
7. That an element of the underspend arising within the 2015/16 General Fund outturn is already factored into the Council's Medium Term Financial Strategy (MTFS), including the early achievement of approved budget reductions.
8. That the Council's General Fund Balance remains at £10.0 million; the minimum balance as determined in the Council's approved Reserves and Balances Policy. Emphasis therefore continues to be placed on identifying budget reductions and income generation proposals to meet the projected budget deficit over the medium term.
9. That there is an element of uncertainty surrounding the potential impact that the European Union referendum result will have on Local Government. In the event that the challenge increases in 2017/18, it will be necessary to identify more budget reduction and income generation proposals to ensure that the minimum of £10.0 million in the General Fund Balance is maintained for 2017/18.
10. That the Draft Budget and Medium Term Financial Strategy 2017/18 – 2019/20, including the risk register, will be updated during the 2017/18 budget setting process to incorporate an update to assumptions and projections arising as a result of emerging information. At the time of writing, there continues to be an element of uncertainty regarding Public Health and Better Care Funding information for future years and the potential transfer of responsibilities that the Government have alluded to. Updates will be reported to Cabinet in the forthcoming months.
11. The Local Government Association recently conducted a Finance Peer Review at the Council. The initial feedback that was received from the team was very positive, and recognised that there has been significant progress, developments and improvements at the Council, which has resulted in a good grasp of the current budgetary position and future financial challenge. They recommended that it may be timely to revisit and review some of the assumptions built into the Medium Term Financial Strategy, and to also review the assessment of budget risks. An action plan is currently being developed, and will be reported to Cabinet and Confident Capable Council Scrutiny Panel over the forthcoming months.

12. That the 2017/18 budget timetable will, as in previous years, include an updated report presented to Cabinet in October 2016 detailing budget reduction and income generation proposals that will be subject to formal budget consultation and scrutiny during October 2016 - January 2017. Further to this, an update on all budget assumptions and the Provisional Local Government Settlement will be presented to Cabinet by January 2017, with the final budget report due to be approved by Full Council in March 2017.

1.0 Purpose

- 1.1 The purpose of this report is to provide Councillors with an update on progress towards identifying additional budget reduction and income generation targets in order to address the projected £22.2 million budget deficit for 2017/18.
- 1.2 This report is the first of the financial year on the budget and Medium Term Financial Strategy (MTFS) and provides an update on some key factors, the timetable for the budget process and the risks in relation to them.

2.0 Background and Summary

- 2.1 The 2016/17 Budget and Medium Term Financial Strategy (MTFS) 2016/17 - 2019/20 was presented to Full Council for approval on 2 March 2016. After updating the MTFS for changes in assumptions and the outcome of the Local Government Finance Settlement, the Council was able to set a balanced budget for 2016/17 without the use of general fund reserves; however the Council is now faced with finding further estimated budget reductions totalling £54.6 million by 2019/20.
- 2.2 It is important to note that the updated projected deficit assumes the achievement of budget reduction proposals amounting to £37.4 million over the four year period to 2019/20. Having identified budget reductions in excess of £175.0 million over the last six financial years, the extent of the financial challenge over the medium term continues to represent the most significant that the Council has ever faced.
- 2.3 In March 2016, Full Council approved that work started immediately to identify £22.2 million of budget reduction and income generation targets to address the projected deficit in 2017/18, with an update on progress to be reported to Cabinet in July 2016.
- 2.4 A further £32.4 million of budget reduction and income generation targets need to be identified, over and above the target for 2017/18, in order to address the projected budget deficit over the medium term to 2019/20. The 2016/17 Budget and Medium Term Financial Strategy 2016/17 – 2019/20 presented to Cabinet in February 2016, assured Councillors that a high level strategy for tackling the budget deficit over the medium term would be included in the July update report.
- 2.5 It should be noted that due to external factors, budget assumptions remain subject to change. This could therefore result in alterations to the financial position faced by the Council.
- 2.6 Since the 2016/17 budget was set, detailed work has progressed across all areas of the Council to identify £22.2 million of budget reduction and income generation targets for 2017/18.
- 2.7 This report provides an update on the identification of budget reduction and income generation targets for 2017/18, proposes a high level strategy for budget reduction and

income generation targets over the medium term to 2019/20 and details the uncertainty faced by the Council with regards to the financial challenge.

3.0 Budget Reduction and Income Generation Targets

3.1 The 2017/18 budget reduction and income generation targets that have been identified at this stage are summarised in the table below:

Table 1 – Budget Reduction and Income Generation Targets for 2017/18 by Cabinet Portfolio

Cabinet Portfolio	No.	2017/18 £000
Adult Services	2	(5,000)
Children and Young People	1	(3,000)
Public Health and Wellbeing	1	(1,000)
Housing and City Assets	5	(1,350)
City Economy	1	(200)
City Environment	8	(3,600)
Resources	11	(6,840)
Governance	6	(890)
Education	-	-
Total	35	(21,880)

3.2 Further details regarding the budget reduction and income generation targets can be found in Appendix A. As can be seen in table 1 above, the Council has currently identified £21.9 million budget reduction and income generation targets towards the strategy of identifying £22.2 million of budget reduction and income generation targets for 2017/18.

3.3 It is proposed that Cabinet approve, the commencement of initial consultation and/or stakeholder engagement relating to individual budget reduction and income generation targets where this is necessary, in order that they can be fully developed ahead of the Draft Budget and Medium Term Financial Strategy 2017/18 – 2019/20 being reported to Cabinet in October 2016.

3.4 Whilst this represents significant progress towards identifying the projected budget deficit for 2017/18, work is continuing to identify possibilities to deliver the remaining estimated £0.3 million of budget reduction and income generation targets for 2017/18.

3.5 Over the forthcoming months, Service Directors, Heads of Service and relevant Budget Managers will be participating in 'Review, Challenge and Progress' meetings. The aims of the meetings are to review and challenge the current budget provision for each

service, to consider commercialisation opportunities and to consider how the service can achieve even better value for money and efficiencies. As a result of conducting the 'Review, Challenge and Progress' meetings, it is anticipated that ideas for generating budget reduction and income generation targets in the short and medium term will be discussed and further developed with support from Strategic Finance. In addition to this, the Council seeks to maximise benefits available from income generation, digital transformation, demand management and outcome based service planning workstreams that are currently on-going, however it is important to note that it is likely that there will still have to be further cuts to services. An update on progress will be presented to Cabinet in October 2016.

- 3.6 Given the challenging financial environment which the Council finds itself in, a focus on medium term financial planning is vital. It is therefore proposed that Cabinet approve a high level strategy to address the projected budget deficit over the medium term; namely identifying £32.4 million of budget reduction and income generation proposals in 2018/19 and 2019/20. Cabinet are asked to approve the high level strategy of allocating the People Directorate with a target of identifying a further £18.0 million of budget reduction and income generation proposals by 2019/20, with the remaining £14.4 million to be identified by the rest of the Council. The outcome being that the People Directorate and the rest of the Council share the £54.6 million projected deficit in equal proportions overall.
- 3.7 It is proposed that Cabinet approve that work starts immediately to identify additional budget reduction and income generation targets to address the projected budget deficit in 2018/19, in order to ensure that a balanced budget can be set.
- 3.8 As stated in paragraph 2.2 above, the projected budget deficit assumes the successful delivery of budget reduction and income generation proposals that have already been approved by Cabinet. In order to be prudent, it is proposed that Cabinet approve the postponement of the previously approved 'Reduce the Number of Councillors' budget reduction totalling £90,000 in 2018/19, until the outcome of the Boundary Commission work is known. Current indications are that this work will not be complete by 2018/19.

4.0 General Fund Outturn and General Balances

- 4.1 The General Fund revenue outturn position for 2015/16 was a net underspend of £9.4 million (-4.20%) against the net budget requirement of £224.9 million, as reported to Cabinet at this meeting in the Revenue Budget Outturn 2015/16 report.
- 4.2 The positive General Fund outturn position for 2015/16 has arisen largely as a result of:
1. The receipt of a £3.6 million special dividend from Birmingham Airport in March 2016;
 2. A £3.4 million underspend within the Children & Young People service arising as a result of the success of the early intervention programme which has delivered a reduction in costs due to investment in additional social workers at the at the top end of expectations, in addition to,

3. The prudent approach to spending adopted by all budget managers to generate budget reductions during 2015/16, which reflects our ethos whereby every budget manager ensures that they spend money wisely - making every pound go further.
- 4.3 The positive General Fund outturn position for 2015/16 will help to support the Council's short term financial position, enabling one-off investment to support transformation of the Council, however it is important to note that it does not address the challenging financial position that the Council finds itself in over the medium term; as detailed in this report.
- 4.4 An element of the underspend arising within the 2015/16 General Fund outturn is already factored into the Council's Medium Term Financial Strategy (MTFS), including the early achievement of approved budget reductions. Nevertheless, a comprehensive review of all service areas will take place during the 'Review, Challenge and Progress' meetings, as detailed in paragraph 3.5, including challenging areas of underspend in 2015/16. An update on progress will be presented to Cabinet in October 2016.
- 4.5 Due to the positive General Fund outturn position for 2015/16, it is proposed in the Reserves, Provisions and Balances 2015/16 report, to be presented to Cabinet at this meeting, that the £9.4 million underspend be transferred into specific reserves to fund future transformational projects, costs anticipated to arise as a result of business rate appeals and redundancy costs. It is also important to note that, the General Fund Balance remains at £10.0 million; the minimum balance as determined in the Council's approved Reserves and Balances Policy. Emphasis continues to be placed on identifying budget reductions and income generation proposals to meet the projected budget deficit over the medium term.

5.0 Update on Key Factors

- 5.1 The assumptions used in the preparation of the budget and Medium Term Financial Strategy (MTFS) remain under constant review and update.
- 5.2 On 8 February 2016, the Secretary of State announced the final local government finance settlement for 2016/17 and provided each authority with indicative core government grant allocations for 2017/18 to 2019/20, to cover the Parliamentary period. In order to secure the four year settlement it is necessary to publish an efficiency strategy, which must be approved by Full Council, and provide acceptance of the offer to the Department for Communities and Local Government by 14 October 2016. It is proposed that the Council's Financial Plan is presented to Councillors for approval in early October. The provision of four year settlement information is welcome and to some extent it is hoped it will enable greater certainty in medium term financial planning. At the time of writing, it is assumed that the outcome of the European Union (EU) Referendum will not impact upon this offer; however there is an element of uncertainty surrounding the potential impact that the referendum result will have on Local Government. In the event that the challenge increases in 2017/18, it will be necessary to identify more budget reduction and income generation proposals to ensure that the minimum of £10.0 million in the General Fund Balance is maintained for 2017/18.

- 5.3 It is important to note however that the Draft Budget and Medium Term Financial Strategy 2017/18 – 2019/20, including the risk register, will be updated during the 2017/18 budget setting process to incorporate an update to assumptions and projections arising as a result of emerging information. At the time of writing, there continues to be an element of uncertainty regarding Public Health and Better Care Funding information for future years and the potential transfer of responsibilities that the Government have alluded to. Updates will be reported to Cabinet in the forthcoming months.
- 5.4 The Local Government Association recently conducted a Finance Peer Review at the Council. The initial feedback that was received from the team was very positive, and recognised that there has been significant progress, developments and improvements at the Council, which has resulted in a good grasp of the current budgetary position and future financial challenge. They recommended that it may be timely to revisit and review some of the assumptions built into the Medium Term Financial Strategy, and to also review the assessment of budget risks. An action plan is currently being developed, and will be reported to Cabinet and Confident Capable Council Scrutiny Panel over the forthcoming months.

6.0 Budget Risk Management and Timetable

- 6.1 A summary of the 2017/18 budget setting process timetable is detailed in the table below:

Table 2 – Budget Timetable

Milestone	Deadline
Report to Cabinet	20 July 2016
Intensive work to develop proposals	July – October 2016
Updated Financial Plan and Four-year Financial Settlement report to Cabinet	5 October 2016
Draft Budget and Medium Term Financial Strategy (MTFS) 2017/18 – 2019/20 report to Cabinet	19 October 2016
Formal Budget Consultation and Scrutiny	October 2016 – January 2017
Report to Cabinet following the Local Government Financial Settlement	January 2017
Final Budget Report 2017/18 to Cabinet	February 2017
Full Council Approval of Final Budget 2017/18	March 2017

- 6.2 The overall level of risk associated with the Draft Budget and Medium Term Financial Strategy (MTFS) 2017/18 - 2019/20 is assessed as Amber. The following table provides a summary of the risks associated with the MTFS, using the corporate risk management methodology.

Table 3 - General Fund Budget Risks 2017/18 – 2019/20

Risk	Description	Level of Risk
Medium Term Forecasting	Risks that might materialise as a result of the impact of non-pay inflation and pay awards, uptake of pension auto enrolment, Equal Pay.	Amber
Budget Management	Risks that might materialise as a result of loss of key personnel or loss of ICTS facilities	Green
Transformation Programme	Risks that might materialise as a result of not identifying budget reductions, not delivering the reductions incorporated into the budget and not having sufficient sums available to fund the upfront and one-off costs associated with delivering budget reductions and downsizing the workforce.	Amber
Income and Funding	Risks that might materialise as a result of income being below budgeted levels, claw back, reduction to government grant or increased levels of bad debts. The risk of successful appeals against business rates.	Amber
Service Demands	Risks that might materialise as a result of demands for services outstretching the available resources.	Amber
Third Parties	Risks that might materialise as a result of third parties and suppliers ceasing trading or withdrawing from the market.	Amber
Government Policy	Risks that might materialise as a result of changes to Government policy including changes in VAT and personal taxation rules and, in particular, from the Care Bill.	Red

7.0 Financial Implications

- 7.1 The financial implications are discussed in the body of the report.
[MH/07072016/B]

8.0 Legal Implications

- 8.1 The Council's revenue budgets make assumptions which must be based on realistic projections about available resources, the costs of pay, inflation and service priorities and the likelihood of achieving any savings proposals.
- 8.2 The legal duty to spend with propriety falls under S.151 Local Government Act 1972 and arrangements for proper administration of their affairs is secured by the S.151 Officer as Chief Financial Officer.
- 8.3 Section 25 of the Local Government Act 2003 requires the Chief Financial Officer to report to the Council when it is making the statutory calculations required to determine its council tax. The Council is required to take this report into account when making its budget decision. The Chief Financial Officer's report must deal with the robustness of the budget estimates and the adequacy of the reserves for which the budget provides. Both are connected with matters of risk and uncertainty. They are inter-dependent and need to be considered together. In particular, decisions on the appropriate level of Reserves should be guided by advice based upon an assessment of all the circumstances considered likely to affect the Council.
- 8.4 The relevant guidance concerning reserves is Local Authority Accounting Panel Bulletin 77, issued by CIPFA in November 2008. Whilst the Bulletin does not prescribe an appropriate level of reserves, leaving this to the discretion of individual authorities, it does set out a number of important principles in determining the adequacy of reserves. It emphasises that decisions on the level of reserves must be consistent with the Council's MTFs, and have regard to the level of risk in budget plans, and the Council's financial management arrangements (including strategies to address risk).
- 8.5 In addition, Section 114 of the Local Government Finance Act 1988 requires the Chief Financial Officer to **'...make a report ... if it appears to him that the Authority, a committee or officer of the Authority, or a joint committee on which the Authority is represented'**:
- (a) has made or is about to make a decision which involves or would involve the Authority incurring expenditure which is unlawful,
 - (b) has taken or is about to take a course of action which, if pursued to its conclusion, would be unlawful and likely to cause a loss or deficiency on the part of the Authority, or
 - (c) is about to enter an item of account the entry of which is unlawful.
- 8.6 The Chief Financial Officer of a relevant Authority shall make a report under this section if it appears to him that the expenditure of the Authority incurred (including expenditure it proposes to incur) in a financial year is likely to exceed the resources (including sums borrowed) available to it to meet that expenditure.

- 8.7 These statutory requirements will have to be taken into account when making final recommendations on the budget and council tax requirement for 2015/16.
[TS/07072016/Z]

9.0 Equalities implications

- 9.1 The further development of the various budget reduction and income generation targets for Cabinet's consideration in October will include an initial equalities screening for each proposal and, where necessary, a full equalities analysis. This will enable Councillors to pay due regard to the equalities impact of their budget decisions. The Council will publish the equalities analyses as part of its public consultation around the 2017/18 budget.

10.0 Human resources implications

- 10.1 In line with the Council's statutory duties as an employer under the Trade Union Labour Relations (Consolidation) Act 1992, an HR1 form has been issued to the Secretary of State for Business, Innovation and Skills identifying the intention to reduce the workforce by up to 1,000 jobs across the Council in the period up to 31 March 2016 through both voluntary redundancy and budget reduction targets which will result in compulsory redundancies. Further redundancies will be required in order to achieve the proposed budget reductions. A further HR1 will be issued, identifying the intention to reduce the workforce by up to a further 1,000 jobs in the period up to 31 March 2017.
- 10.2 Reductions in employee numbers will be achieved in line with the Council's HR policies. Compulsory redundancies will be mitigated as far as is possible through seeking voluntary redundancies in the first instance, and through access to redeployment. Given the volume and range of budget reductions being proposed, there will be reductions in services and employee numbers which will require fair and due process to be followed regarding consultation, selection and implementation of any compulsory redundancies. The accelerated timetable for achieving budget reductions in the light of the financial settlement is likely to require the Council, as an employer, to utilise the statutory 45 day and 30 day consultation periods for some service reductions, rather than the best practice position of allowing, where possible, 90 days.
- 10.3 The Council will ensure that appropriate support is made available to employees who are at risk of and selected for redundancy, and will work with partner and external agencies to provide support. Budget reduction targets to move service delivery from direct Council management to private, community or third sector providers may have implications under the TUPE regulations.
- 10.4 There is on-going consultation with the trade unions on the impact of the Council's budgetary position and the targets being made to meet the challenges posed by it.

11.0 Schedule of Background Papers

Revenue Budget Outturn 2015/16, report to Cabinet, 20 July 2016.

Reserves, Provisions and Balances 2015/16, report to Cabinet, 20 July 2016.

2016/17 Budget and Medium Term Financial Strategy 2016/17 – 2019/20, report to Full Council, 2 March 2016.

Quantified Budget Reduction and Income Generation Targets by Cabinet Portfolio

Adults

Description of Proposal	Cabinet Portfolio	Directorate	2017/18 £000
Older People Service Transformation	Adults	People	(1,500)
Disabilities and Mental Health Service Transformation	Adults	People	(3,500)

Children and Young People

Description of Proposal	Cabinet Portfolio	Directorate	2017/18 £000
Children's Transformation	Children and Young People	People	(3,000)

Quantified Budget Reduction and Income Generation Targets by Cabinet Portfolio

Public Health and Wellbeing

Description of Proposal	Cabinet Portfolio	Directorate	2017/18 £000
Innovative approaches to Public Health in order to maximise the impact of Public Health funding on Public Health outcomes	Public Health and Wellbeing	People	(1,000)

Quantified Budget Reduction and Income Generation Targets by Cabinet Portfolio

Housing and City Assets

Description of Proposal	Cabinet Portfolio	Directorate	2017/18 £000
Facilities Management	Housing and City Assets	Place	(500)
Utilities and Rates from surplus/disposed buildings	Housing and City Assets	Place	(400)
Commercial Estate Income	Housing and City Assets	Place	(250)
Review of Corporate Landlord – Phase 2	Housing and City Assets	Place	(100)
Review of Homelessness & Tenancy Sustainment Services	Housing and City Assets	Place	(100)

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City Economy

Description of Proposal	Cabinet Portfolio	Directorate	2017/18 £000
Increased commerciality in Cultural Services	City Economy	Place	(200)

Quantified Budget Reduction and Income Generation Targets by Cabinet Portfolio

City Environment

Description of Proposal	Cabinet Portfolio	Directorate	2017/18 £000
Reduce Leisure subsidy	City Environment	Corporate	(500)
Review of Waste & Recycling	City Environment	Place	(1,200)
Environmental Services Efficiencies	City Environment	Place	(500)
Review of Transport/Fleet	City Environment	Place	(500)
Bus Lane Enforcement – use of additional 2015/16 surplus	City Environment	Place	(500)
Review of District Parking	City Environment	Place	(200)
Savings in Regulatory Services through Agile Working	City Environment	Place	(100)
Develop Commercial Facilities at Northcote Farm	City Environment	Place	(100)

Quantified Budget Reduction and Income Generation Targets by Cabinet Portfolio

Resources

Description of Proposal	Cabinet Portfolio	Directorate	2017/18 £000
Revenues & Benefits – grant income	Resources	Corporate	(100)
Special Dividend – Birmingham Airport	Resources	Corporate	(3,500)
Revised assumptions regarding Pension Auto-enrolment – re-phasing to 2018/19	Resources	Corporate	(1,000)
Revision to Pension Cost assumptions	Resources	Corporate	(1,000)
Adjustment to assumptions around PFI savings	Resources	Corporate	(220)
ICTS Contract Efficiencies	Resources	Corporate	(100)
Cease printing residual payslips	Resources	Corporate	(20)
Audit Services, Insurance and Health & Safety Restructure	Resources	Corporate	(50)
Procurement Restructure	Resources	Corporate	(50)
Senior Management Restructure	Resources	Corporate	(200)

Quantified Budget Reduction and Income Generation Targets by Cabinet Portfolio

Resources

Description of Proposal	Cabinet Portfolio	Directorate	2017/18 £000
Revisions to Increment assumptions	Resources	Corporate	(600)

Governance

Description of Proposal	Cabinet Portfolio	Directorate	2017/18 £000
Organisational Development	Governance	Corporate	(500)
Further Development of YOO Recruit	Governance	Corporate	(200)
Reprovision of Staff Counselling Service	Governance	Corporate	(20)
Governance Restructure	Governance	Corporate	(80)
Review External Legal Fees	Governance	Corporate	(70)
Review School Appeals Fees	Governance	Corporate	(20)

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Cabinet Meeting

20 July 2016

Report title	Wolverhampton Youth Justice Plan	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor Val Gibson Children and Young People	
Key decision	No	
In forward plan	Yes	
Wards affected	All	
Accountable director	Emma Bennett, Children and Young People	
Originating service	Youth Offending Team (YOT)	
Accountable employee(s)	Sally Nash	Head Of Service
	Tel	01902 551595
	Email	Sally.Nash@wolverhampton.gov.uk
Report to be/has been considered by	YOT Management Board	25 May 2016
	People Leadership Team	20 June 2016
	Strategic Executive Board	28 June 2016

Recommendation(s) for action or decision:

The Cabinet is recommended to:

1. Formally approve the adoption of the Youth Justice Plan 2016/17

1.0 Purpose

- 1.1 The purpose of this report is to inform Cabinet of the Youth Justice Plan Refresh 2016/17. This is the plan relating to the work of the Youth Offending Team (YOT) partnership under the oversight of the YOT Management Board and the Safer Wolverhampton Partnership. The work of this plan is regularly reviewed by the YOT Management Board which comprises membership from City of Wolverhampton Council, West Midlands Police, The Royal Wolverhampton Hospital Trust, Recovery Near you (substance misuse service), National Probation Service and the Chair of the Black Country Youth Court Bench.

2.0 Background

- 2.1 Under the Crime and Disorder Act 1998, each Local Authority Area is required to have in place YOT arrangements. Central government provides a grant to support local Youth Justice Services via the Youth Justice Board (YJB) which sits within The Ministry of Justice. A condition of this £485,000 grant is the provision of satisfactory services that are outlined in an annual Youth Justice Plan.
- 2.2 The format for Youth Justice planning is prescribed by the YJB and has varied over the years. The attached plan is compliant with current guidance and represents a refresh on the previous plan which applied for 2015/16.
- 2.3 This plan has routinely involved significant partnership consultation and planning and a draft was discussed at the YOT Management Board at the end of May 2016. The plan has to be officially submitted by 30 September 2016.
- 2.4 During 2015/16 Wolverhampton YOT worked with 300 young offenders, an increase of 5% over the previous year, who had committed 601 offences, an increase of 10% on the previous year. In addition the YOT is working to address the increasing number of Community Resolutions, a type of Out of Court Disposal, with the intention of preventing young people escalating into the formal Youth Justice system.
- 2.5 The Youth Justice Board local Performance Adviser regularly monitors local YOT performance and feedback indicates that we continue to perform well in respect of reoffending rates and also in keeping the number of our young people detained in custodial establishments at the lowest rate that is possible and safer for the community. There has been a recent slight increase in the number of First Time Entrants into the Youth Justice system but this is in part a reflection of police policy and procedures. The Performance Adviser has seen a draft of this plan and indicated it is compliant and acceptable to the Youth Justice Board.
- 2.6 The biggest endorsement of our local delivery came from the Full Joint Inspection which occurred in November/December 2015 when the outcomes indicated Wolverhampton was one of the highest performing Youth Offending Teams in the country.

3.0 Financial implications

- 3.1 The gross partnership pooled budget for 2016/17 for the Youth Offending Service is £2.2 million. The total of partnership income and other in-kind contributions amounts to £746,000. This figures includes the Youth Justice Board Grant of £485,000, which represents a 12% reduction on the previous year's grant. Therefore, the approved net budget for the Council for the Youth Offending Service is £1.5 million.
- 3.2 A breakdown of the partnership pooled budget for the Youth Offending Service is shown in the attached Youth Justice Plan 2016/2017.
[AS/24062016/M]

4.0 Legal implications

- 4.1 YOT services are mandated in legislation and oversee Statutory Court Orders. It is a requirement for every area in England and Wales to provide YOT services.
[RB/16062016/X]

5.0 Equalities implications

- 5.1 The YOT provides services for some of the most vulnerable young people both as offenders, and also for victims of youth crime. There is on-going work to address the potential for disproportionality in the Youth Justice System where African Caribbean young men are far more likely to be represented in our custodial population than their white peers. This YOT is currently working with the Youth Justice Board to investigate how this can be further addressed. This refreshed plan has been supported by a refresh of its supporting equality analysis. The analysis indicates that there are no outstanding equalities issues that would prevent the plan from being approved.

6.0 Environmental implications

- 6.1 There are no environmental implications.

7.0 Human resources implications

- 7.1 YOT staff work to City of Wolverhampton Council Terms and Conditions or those of their seconding Agency. The experience of managing a multidisciplinary team is useful in the development of other initiatives such as the Multiagency Safeguarding Hub.

8.0 Corporate landlord implications

- 8.1 There are no immediate corporate landlord implications.

9.0 Schedule of background papers

- 9.1 There are no background papers

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WOLVERHAMPTON YOUTH OFFENDING TEAM

YOUTH JUSTICE PLAN REFRESH 2016-2017

Introduction and Achievement

The aim of the Youth Justice system is to prevent offending and reoffending. Multiagency Youth Offending Teams (YOT's) comprise staff from partner organisations who work together in co-location to improve outcomes for children and young people and enhance the safety of the community. This plan sets out how Youth Justice Services are provided and resourced in Wolverhampton which has a strong track record of delivery and improvement against government targets.

During 2015/16 the YOT worked with 300 young offenders who had committed 601 offences. In addition there is notable increase in the number of young people on the cusp of the system receiving Out of Court Disposals. In 2015/16 there were 412 recorded (8% increase from 2014-2015 figures). The local YOT partnership, including our newly opened 'The Way' Youth Zone, is working together to provide brief targeted interventions for these young people and signpost them where necessary into other Children's Services.

A key achievement and success during the last planning cycle was the outcome of our Full Joint Inspection. In four judgement areas – 'Reducing Reoffending', 'Interventions', 'Protecting the Public' and 'Ensuring the Sentence is served' the YOT partnership achieved the maximum possible four star outcome. In two other judgement areas – 'Keeping Children and Young People Safe' and 'Governance and Partnerships' the YOT achieved the extremely commendable three star judgement. This has made Wolverhampton one of the highest performing YOT partnerships in the country. This was a whole partnership effort, and in addition to the tremendous contribution made by frontline operational staff, there was proactive participation by all members of the YOT Management Board and the most senior officers within City Of Wolverhampton Council. Further to the inspection outcome, we have been keen to progress action planning on the back of the recommendations in our report and this is reviewed at regular YOT Management Board meetings. This action plan will form the backbone of our Youth Justice Action Planning for 2016/17 along with some other key components relating to Business Support and other developments within the City. The YOT Inspection Improvement Plan should therefore be seen in conjunction with this Youth Justice Plan.

The local YOT partnership has worked hard to try to ensure that frontline services are sustained to the high quality that produces better quality outcomes despite the Public Sector austerity agenda that has affected the whole partnership. In May 2016 the local YOT Management Board was able to sign off our previous costed Youth Justice Plan and noted the following achievements against our targets for 2015/16

- Wolverhampton has continued to safely and successfully manage young people in the community and there has been a reduction in the custody rate. There has also been a reduction in the number of bed nights utilised by young people on remand awaiting sentence.

- Wolverhampton achieved a highly successful National Standards audit, verified by the Youth Justice Board, in relation to our prevention work and Restorative Justice.
- Our Quality Assurance and auditing work is well embedded and involves practitioners in the process.
- We have successfully migrated to our new software database and ensured all staff have received appropriate training.
- A Community Resolution Workshop has taken place in June 2016 which will address the offending and vulnerability needs of young people on the cusp of the Youth Justice system.
- We have improved the engagement levels of young people in Education Training and Employment, by 5% and this is an on-going action.
- We have recruited eight more volunteer Referral Order Panel members ensuring our community is still active and involved in the local administration of justice.
- Our service users have access to an electronic feedback system and are increasing encouraged to participate in the improvement of our services.
- We have established compliance process and procedures where young people whose behaviour and response to their Court Order is a challenge. This will enable young people to have the opportunity to review their situation in order to ascertain how to improve both the YOT service and their response.
- The YOT Management Board now benefits from the participation from our local Child and Adolescent Mental Health Services (CAMHS) provider and commissioner. We also have a new operational post-holder appointed to deliver services directly to YOT young people.
- The YOT has participated in the CAMHS Transformation work which aims to provide seamless mental health services for children and young people.
- Wolverhampton is part of the National Liaison and Diversion Project which offers mental health triage services to those on the cusp of the Youth Justice system.
- The YOT is part of the SEND Board and is working to ensure that legislative changes are incorporated into our practice including with the Secure Estate.
- The YOT is part of the CWC Workforce Development Strategy and a service specific training plan is in place.
- The YOT actively participates in the work of the local Safeguarding Children's Board including the response to Child sexual exploitation, children missing and trafficked
- The YOT is a member of the local Channel Panel and staff are delivering on-going multiagency training in respect of the PREVENT agenda
- The appointment of a Virtual School Headteacher for YOT to support improvements in educational outcomes.

Structure and governance

Under statute, a local YOT is accountable to a YOT Management Board (YMB) which oversees and scrutinises the work of YOT's. Membership has gone from strength to strength and has welcomed new members from mental health commissioning and local schools. The YMB meets at least quarterly and regularly receives performance and financial reporting in respect of the YOT. In addition 'spotlight reporting' focusses on different but particular areas of practice to give strategic partners insight into the detail and reality behind the work. The YJB local Adviser is an Observer member of the Board and provides feedback to the partnership in respect of compliance with grant requirements. The YMB will also receive updates on Secure Estate placement information, National Standards compliance and any Regional or National trends in Youth Justice that should shape and inform local decision making. The current Chair of the Board is our local Police Superintendent which also reinforces the partnership approach to our work and this has helped drive our improvement work.

This Youth Justice Plan and the work of the YMB reports to our wider Safer Wolverhampton Partnership which will also offer governance and oversight in line with the requirements of the Crime and Disorder Act 1998. In addition the YOT Head of Service is a full member of our local Safeguarding Children's Board which ensures that the vulnerabilities of our population are also represented within that partnership. The Wolverhampton Safeguarding Children's Board (WSCB) also provides a 'critical friend' oversight to any of our YJB commissioned 'Community Safety and Public Protection Incident 'Learning Reviews that are triggered by incidents of concern.

For Business purposes the YOT is located within the Strategic People Directorate, in the Children & Young People Service Area of City of Wolverhampton Council which places our work within the wider services for vulnerable children. The significant representation of the LAC population within our YOT cohort also requires us to work very closely with colleague services to improve outcomes for our most vulnerable young people. Wolverhampton Children's Services is currently undergoing a major transformation to ensure that Early Help needs, targeted services are balanced with those subject to Child In Need, Child Protection and Looked After Children procedures. The YOT partnership has developed a new step up and down procedure with our colleague services, including Connexions and our local Substance Misuse Service, Recovery Near You, to ensure that services are seamless.

Partnership Arrangements

The YOT is well placed within Children's Services, our Safer Partnership and Safeguarding Board to ensure that wider strategic drive reflects the needs of young offenders. There are a variety of key documents and partnership forms within our local partnership which assists to drive the work of the YOT:

- Local Police and Crime Plan
- Gangs and Youth Violence Strategy
- Wolverhampton Children and Young People's Plan
- Wolverhampton City Council Corporate Plan
- The Safer Wolverhampton Partnership
- Children's Trust Board
- Strengthening Families Board
- Wolverhampton Safeguarding Children's Board
- SEND Board
- Youth Crime Prevention Group
- CAMHS Transformation Board
- Channel and PREVENT

The YOT also leads in the local youth Multiagency Public Protection Arrangements (MAPPA) targeting those young people who have the potential to cause the most harm in our community. There are strong initiatives in relation to our 'Deter' cohort where young people who are of the highest concern in the community receive additional Offender Management.

We have also worked alongside WSCB to refresh the arrangements in respect of those posing a risk to children (PPRC) and ensure that the right young people are identified for targeted intervention.

As the partnership strives to continue to divert young people from entering the Youth Justice system, we are currently developing our delivery arrangements with the local Voluntary Sector so that we can target those young people of concern to the Police who receive Community Resolutions. The YOT will be dependent upon timely referrals from the Police, but the aim is to engage with young people to identify offence related factors and work with them to address these issues and signpost them to other services.

Since April 2015, the local YOT has taken on the management and oversight of Bilston Junior Attendance Centre. As the service is reviewed and modernised, we have been pleased that our local College, with whom we already have a strong relationship has provided a skills workshop related to carpentry. The number of statutory orders received is small, but still represents an increase on the last two years under the previous National Offender Management Service regime. It is our

hope to widen the target group to embrace young people not subject to formal court orders during 2016/17.

Wolverhampton is moving into Phase 2 of our 'Troubled Families' / Families in Focus work. Troubled Families is core business for all of Children's Services and the YOT parenting interventions and work to address offending places us at the heart of this delivery. The YOT partnership has a strong and longstanding pedigree relating to the whole family approach.

Partnership working with our local Secure Estate provider is very strong, and we have regular links and visits at both strategic and operational level. In this context we have been a regional lead in developing the implementation of Association of School and College Leaders (ASCL) reforms ensuring the two way transmission of relevant education based information between Community and secure providers. We are looking to ensure that Release on Temporary Licence/Mobility arrangements are actively used to assist the release and resettlement process.

The YOT has contributed to the local response and developments in relation to the SEND reforms and has been part of working groups where the needs of young people who can be in conflict with the law should be represented. The full impact of SEND reform is not yet known, but our contact with Single Assessment Moderating (SAM) panel and monitoring of Education, Health and Care Plan (EHCP) implementation will be an area of focus in future YOT Management Board. We have been pleased to have the resumption of educational psychology delivery in the YOT, and also the possibility of a student undertaking some of our interventions evaluation. Education, Training and Employment are key components of our Inspection Action plan and the YOT is actively involved in the commissioned review of 14 – 19 services. There is also the innovative development of the widening of the Virtual School Head role to include the YOT, with the aim of improving outcomes by strengthening partnerships with schools.

Resources and value for money

This table outlines the planned resource contributions to the YOT, all of which are utilised in the delivery of Youth Justice services.

Agency	Staffing costs (£)	Payments in kind – revenue (£)	Other delegated funds (£)	Total (£)
Local authority*	1,128,867	22,097	324,190	1,475,154
Police Service	27,360	48,500		75,860
National Probation Service		58,000		58,000
Health Service		22,097		22,097
Police and crime commissioner**	80,000			80,000
Welsh Government				
YJB Youth Justice Grant (YRO Unpaid Work Order is included in this grant)	457,779		27,367	485,146
Other*** Connexions		25,105		25,105
Total	1,694,006	175,799	351,557	2,221,362

Key Risks for future delivery

In addition to our inspection action plan there are some identified key risks for the local YOT partnership:

- Education, Training and Employment continues to be an area of comparative underperformance despite local improvements.
- Both our binary and frequency levels of reoffending, measured two years ago, have experienced an increase. The YOT is actively working to implement the use of the reoffending tracker, but also exploring the intelligence available from the local CORVUS system. Our Management Board Chair is convening a 'task and finish' group to progress this work
- The number of First Time Entrants has increased against the national trend, and a key drive to address this is our Out of Court disposals workshop where the intention is to assess and divert young people before they become entrants into the system.
- Disproportionality in Wolverhampton within the youth offender population is less stark than it used to be, but the YOT continues to strive to ensure that services are relevant and that appropriate business intelligence is available to help us understand the needs of our population
- The provision of PACE beds is a challenge for many YOT partnerships; the development of a short breaks resource within Wolverhampton provides clear opportunities for us to improve this service
- Our School Nursing Service which provides a Health Adviser is subject to a commissioning process, and the YOT partnership is working with Public Health and the current provider to ensure that services are sustained

Key ambitions for 2016/17

- Efficiently develop our services within the climate of austerity
- Ensure robust transition arrangements with local Probation partners
- Delivery on the Inspection Improvement Plan
- Improvement educational/training/employment engagement of YOT young people
- Successful delivery of our Out of Court Disposals Workshops and closer work with Early Help and Specialist Services with a view to reducing First Time Entrants into the Youth Justice system
- Work to understand and address the key factors that impact on reoffending by young people in Wolverhampton
- Actively participate in the Children's Transformation agenda to ensure that young offenders receive proportionate services when on the cusp of the system and on step down from YOT statutory services.
- Refresh our Section 11 Safeguarding audit and action planning

- Continuous development of integrated multiagency working, seeking further opportunities for integration and funding
- Build on the operational audit culture and delivery, including an evaluation of interventions and a greater understanding of the victim experience.
- Implement our new key business process related to assessment in line with Youth Justice Board requirements.

YOT Structure, staffing and employee charts

Please see staffing structure charts in PDF appendix to the back of this Plan

Staffing of the YOT by gender & ethnicity

Ethnicity	Managers Strategic		Managers Operational		Practitioners		Administrative		Sessional		Volunteer		Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
White British		1	1	1	7	20		3			1	12	9	37
White Irish			1		1								2	0
Other White													0	0
White & Black Caribbean						1							0	1
White & Black African													0	0
White & Asian													0	0
Other Mixed											1		0	1
Indian				1	1	2		2			2		1	7
Pakistani													0	0
Bangladeshi													0	0
Other Asian													0	0
Caribbean					1	1		2	1		1		3	3
African													0	0
Other Black						1							0	1
Chinese													0	0
Any other ethnic group													0	0
Not known													0	0
Total	0	1	2	2	10	25	0	7	1	0	2	15	15	50

Staffing of the YOT by contract Type

Type of Contract	Strategic Manager (PT)	Strategic Manager (FT)	Operational Manager (PT)	Operational Manager (FT)	Practitioner (PT)	Practitioner (FT)	Administration (PT)	Administration (FT)	Sessional	Students/trainees	Total
Permanent		1		4	1	19		6	1		32
Fixed-term											0
Outsourced						2		1			3
Temporary											0
Vacant						4					4
Seconded Children's Services											0
Seconded Probation						2					2
Seconded Police						1					1
Seconded Health (Substance misuse)					2						2
Seconded Health (Mental Health)					1						1
Seconded Health (Physical Health)						1					1
Seconded Health (Speech/Language)											0
Other/Unspecified Seconded Health					1						1
Seconded Education					5						5
Seconded Connexions											0
Seconded Other											0
Total	0	1	0	4	10	29	0	7	1	0	52
Disabled (self-classified)											0

No. of Staff Trained in Restorative Justice

No. of Trained YOT Operational Managers	No. of Trained YOT Restorative Staff	No. of Trained YOT Volunteer Staff	Total No. of Trained Staff
6	6	17	29

Cabinet Meeting

20 July 2016

Report title	Wolverhampton Anti-social Behaviour Team - Anti-social Behaviour Policy	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor Paul Sweet Public Health and Well Being	
Key decision	No	
In forward plan	No	
Wards affected	All	
Accountable director	Linda Sanders, Strategic Director, People	
Originating service	Community Safety	
Accountable employee(s)	Joanne Mason Tel Email	Manager – Wolverhampton Anti—social Behaviour Team 01902 552950 Joanne.mason@wolverhamptonhomes.org.uk
Report to be/has been considered by	Wolverhampton Homes' Board City of Wolverhampton Council's Strategic Executive Board	15 April 2016 28 June 2016

Recommendation(s) for action or decision:

Cabinet is recommended to:

1. Endorse the Wolverhampton Anti-social (ASB) Behaviour Team's ASB Policy (titled Statement of Policy and Procedures of Anti-social Behaviour).

1.0 Purpose

1.1 This report outlines the main changes to the updated ASB Policy, which include:

- A revised ASB service for the city delivered by a specialist, tenure neutral ASB Team;
- New ASB tools and powers that came in under the ASB, Crime and Policing Act 2014 impacting on multi-agency responses to tackling ASB including Police, Public Protection and Highways.
- General update on some sections of the policy to reflect current practice; and,
- Introduction of new sections to address current and emerging issues/priorities.

2.0 Background

2.1 Part 2 of section 12 of the ASB Act 2003 requires housing organisations to prepare a policy in relation to ASB and procedures for dealing with occurrences of ASB.

2.2 The ASB Policy provides guidance for frontline officers, residents, businesses and members of the public on how Wolverhampton ASB Team responds to complaints of ASB.

2.3 The policy also outlines the commitment of partners' duties in relation to the Equality Act 2010 (with regard to ASB and hate crime) which aims to eliminate unlawful discrimination, advance equality of opportunity and foster good relations.

2.4 The Wolverhampton Homes' (WH) ASB Policy was last updated in 2012. In 2013, following a review of ASB services across the city, the Council's ASB Unit merged with Wolverhampton Homes' ASB function to form one, tenure neutral, specialist ASB Team for the city that is managed by WH under a service contract with the City Council.

2.5 This arrangement was piloted for 12 months, following which a further review was carried out that concluded that the revised ASB service was working very well with customer satisfaction and service improvement evidenced. Consequently, a report recommending that the specialist, tenure neutral ASB Team should continue was approved by WH Board and the City of Wolverhampton Council's Cabinet in 2014. 7 staff previously employed by the Council TUPEd to WH in May 2015.

2.6 The ASB, Crime and Policing Act 2014 introduced a number of new measures designed to give frontline professionals flexible powers to act more quickly to stop ASB and to change behaviour.

3.0 Main changes to the policy

3.1 Tenure neutral ASB service

The policy reflects the tenure neutral approach to the ASB team, providing a specialist ASB service for the city that deals with ASB in Council properties managed by

Wolverhampton homes as well as private housing and non-housing, ie, city centre, businesses, open spaces, etc.

3.2 Changes in ASB legislation and implementation

The ASB, Crime and Policing Act 2014 introduced a number of new tools and powers. The Act includes:

- **Civil Injunction.** This is a tenure neutral court order to stop or prevent individuals engaging in ASB. It can include positive requirements which are designed to assist the perpetrator in addressing the underlying cause of the ASB they have engaged in.
- **Criminal Behaviour order.** A criminal behaviour order can be issued in a criminal court against a person who has been convicted of an offence to tackle the most persistent perpetrators of ASB who are also engaged in criminal activity.
- **Closure Order.** Closure orders can be used to close down a property of any tenure when it is being used or is likely to be used to commit nuisance or disorder.
- **Community Protection Notice.** The community protection notice is intended to deal with ongoing nuisance which negatively affects the community's quality of life by targeting those responsible.
- **Public Spaces Protection Order (PSPO).** This order imposes conditions which may include multiple restrictions and requirements in an area such as parks, alleyways or communal areas, where the ASB is detrimental to the local community.
- **Absolute Ground for Possession.** The Act introduced a new absolute ground for possession of secure tenancies where serious ASB or criminality has already been proven by another court. The court must grant possession providing set procedures have been followed, and subject to any human rights challenge.
- **Community Trigger.** The Community Trigger gives victims of ASB and hate crime an opportunity to request a review of their case if they are not satisfied with the way it is being dealt with.

3.3 The policy outlines the multi-agency response to ASB delivered in partnership with Police, and Council teams such as Community Safety, Public Protection and Highways. Consequently, the policy has been subject to input and consultation with related services to support coordination of the shared response and responsibilities across the city.

3.4 It is recognised that the causes and effects of ASB are wide and varied and can only be tackled by working in partnership. Partner agencies, such as the Police and Public Protection, carry out a range of functions relating to ASB. In many cases joint working with the Police, Public Protection, Highways and other Council departments and agencies will be an important part of the approach taken. A multi-agency approach is often required to solve specific issues with cases being discussed at local tasking meetings and case conferences being held to include all involved agencies.

3.5 The resulting procedures following introduction of the ASB, Crime and Policing Act 2014 were established through a multi-agency working group comprising representatives from:

- Wolverhampton ASB Team

- Community Safety Team
- Public Protection
- Highways
- Legal Services
- West Midlands Police

The working group has tested out the required changes to operational practice and practical application of the revised tools and powers; this has included clarification of enforcement responsibilities and revised information sharing arrangements.

- 3.6 To aid this process, two PSPOs have been trialled in Low Hill to deal with traveller incursions on the highway and public land and in Park Village to deal with street drinking and on-street nuisance. These were authorised as an Individual Executive Notice by the Cabinet Lead and Strategic Director in July 2015 and will be subject to review at the end of June 2016, to inform wider roll out.
- 3.7 Prior to issuing formal Community Protection Notices (CPNs), written warnings must first be given. Public Protection have utilised written warnings for a range of issues including accumulations on land, messy and overgrown gardens. These warnings have had the desired effect in 66% of cases, with no further action being taken. In 33% of cases a formal notice (CPN) has been issued, which overall, has resulted in the matter being resolved. Less than 7% of cases resulted in a Fixed Penalty Notice (FPN) being issued and no formal proceedings were instigated in 2015-16.
- 3.8 Closure Orders have proven to be a quick and effective way of tackling serious ASB that impacts on neighbourhoods. Since the new ASB legislation came into force, the ASB Team has secured three court orders to close residential properties; two Closure Orders were granted on properties that were being used as 'crack houses' and the other was in relation to significant noise nuisance and associated ASB.
- 3.9 To date, there have been nine requests for a case review under the Community Trigger. Of the nine requests received, one case has met the local threshold and has progressed to a full case review. This review resulted in a number of recommendations being made to the agency responsible for the management of the case.
- 3.10 Current and emerging issues/priorities

The policy has also been updated to include sections on:

- the ASB section from the City of Wolverhampton Council's new tenancy agreement;
- what the ASB Team cannot deal with;
- gang membership, 'Prevent' and 'Channel', child sexual exploitation and modern day slavery;

4.0 Financial implications

4.1 There are no financial implications associated with this policy.

4.2 The ASB team is funded jointly through a contract with the City of Wolverhampton Council and Wolverhampton Homes. The contract value to City of Wolverhampton Council is £277,000 for 2016/17 and is funded from the overall Public Health Grant of £21.9 million. Any costs associated related to this policy will be met from these resources.

[GS/22062016/T]

5.0 Legal implications

5.1 As outlined in Section 2.1 above, Part 2 of section 12 of the ASB Act 2003 requires housing organisations to prepare a policy in relation to ASB and procedures for dealing with occurrences of ASB.

5.2 As outlined in Sections 2.6 and 3.2 above, the ASB, Crime and Policing Act 2014 introduced a number of new measures designed to give ASB frontline professionals flexible powers to act more quickly to stop ASB and to change behaviour. This change in legislation is reflected in the updated ASB Policy.

[TS/16062016/S]

6.0 Equalities implications

6.1 An initial EIA analysis has been carried out and has been presented to Wolverhampton Homes' Equalities' Circle Forum (ECF) and Equalities' Steering Group (ESG). It is not felt that the policy is discriminatory. However, it was agreed with the ECF and the ESG that research would be carried out on the operation of the ASB service in terms of both victims and perpetrators to establish whether there are any equalities issues that need to be addressed. This research project will be completed by the end of 2016.

7.0 Environmental implications

7.1 ASB can have a detrimental effect on residents' lives and their environment. The ASB Policy seeks to ensure an effective and efficient service is provided.

8.0 Human resources implications

8.1 There are no human resources implications associated with this report.

9.0 Corporate landlord implications

9.1 There are no corporate landlord implications associated with this report.

10.0 Schedule of background papers

Cabinet 12 November 2014: Anti-social Behaviour Crime and Policing Act 2014

Individual Executive Decision Notice – Proposal for Public Space Protection Order in Broome Road, Hawksford Crescent and surrounding streets (authorised 20 July 2015)

Individual Executive Decision Notice – Proposal for Public Space Protection Order in Park Village (authorised 20 July 2015)

11.0 Appendices

Appendix 1 – Statement of Policy and Procedures of Anti-social Behaviour

Statement of Policy and Procedures of Anti-social Behaviour

Anti-social behaviour: tackling it together



June 2016

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Foreword

This policy is adopted by The City of Wolverhampton Council and Wolverhampton Homes (WH) and is in compliance with the Housing Act 1996, the Crime and Disorder Act 1998, the Anti-social Behaviour Act 2003 and the Anti-social Behaviour, Crime and Policing Act 2014.

WH is the arm's length management organisation set up by the City of Wolverhampton Council to manage, monitor and improve its housing stock. WH has the delegated authority for the housing management function of the City of Wolverhampton Council properties where it is the managing agent. As well as dealing with incidents of anti-social behaviour (ASB) in council-owned properties, since May 2013 WH has been responsible for delivering an ASB service on behalf of the City of Wolverhampton Council in relation to ASB in private housing as well as non-housing ASB.

1. Purpose of the policy

Part 2 of section 12 of the ASB Act 2003 requires housing organisations to prepare a policy in relation to ASB and procedures for dealing with occurrences of ASB.

The policy provides guidance for officers, residents, businesses and members of the public on how Wolverhampton ASB Team responds to complaints of ASB.

The policy also outlines the commitment to our duties in relation to the Equality Act 2010 (with regard to ASB and hate crime) which aims to eliminate unlawful discrimination, advance equality of opportunity and foster good relations.

2. Policy statement

WH aims to ensure everyone can enjoy their right to peace, quiet and security in and around where they live and/or work. The ASB Team recognises that it must be effective in tackling the problems created by ASB and has adopted the following approach:

- Our approach is one of prevention, diversion, enforcement and support;
- We will respond to every report of ASB;
- Investigation will start at the earliest possible time after receipt of the complaint and will be conducted with all reasonable speed;
- Investigations will seek to identify and interview all interested parties;
- Complainants will be advised of progress on their case and will be involved throughout the course of the investigation;
- Where appropriate, parties will be encouraged to engage in the mediation process;
- We will work with perpetrators of ASB to encourage them to address their problematic behaviour;
- When required, we will use a range of legal and non-legal interventions against perpetrators of ASB.
- We will provide support for victims and witnesses of ASB;

- We recognise the importance of partnership working and work in collaboration with key agencies;
- We will demonstrate that we will not tolerate ASB and will make this clear to residents and to the wider public;
- Extensive procedures have been developed for staff when dealing with ASB. The procedures conform to ISO 9001 Quality Standards and are regularly reviewed and audited;
- We provide a specialist service that comprises a team of qualified and experienced officers. The ASB Team will provide internal staff training as well as offering training and advice to other agencies;

3. Definitions

3.1 ASB

For the purposes of this policy, the definition of ASB is consistent with that used in the ASB, Crime and Policing Act 2014, which is:

- Conduct that has caused, or is likely to cause, harassment, alarm or distress to any person;
- Conduct capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises; or,
- Conduct capable of causing housing-related nuisance or annoyance to any person.

3.2 Hate crime and hate incidents

Hate crimes and hate incidents are taken to mean any crime or incident where the perpetrator's hostility or prejudice against an identifiable group of people is a factor in determining who is victimised.

A hate crime or incident is any crime or incident which is perceived by the complainant or any other person to be motivated by hostility or prejudice based on a person's actual or perceived characteristics. The common monitored strands (protected characteristics) of hate crime include;

- Race and Ethnicity
- Religion and Beliefs
- Sexual Orientation
- Disability
- Transgender Identity (trans women & trans men)

3.3 Domestic abuse

Domestic abuse is controlling and coercive behaviour and includes physical, sexual or emotional abuse that takes place within an intimate or family-type relationship. This includes heterosexual relationships, gay and lesbian relationships and family relationships such as the abuse of older people, forced marriage, honour based crimes and female genital mutilation.

4. What is ASB?

4.1 Examples of ASB

Examples of ASB include, but are not limited to:

- Criminal behaviour
- Racist or homophobic behaviour and religious hatred
- Threatening or intimidating behaviour
- Gang membership
- Domestic violence
- Playing loud music
- Excessive noise
- Damage to property
- Uncontrolled pets
- Dumping rubbish
- Misusing motor vehicles
- Making malicious complaints

4.2 The City of Wolverhampton Council Tenancy Agreement

The following section applies to existing and prospective Wolverhampton Homes' tenants. Sections 48 - 50 of the City of Wolverhampton Council's Tenancy Agreement entitled **Anti-social Behaviour** state that tenants:

- Must not do anything in the property or in the neighbourhood which is of a criminal nature. Tenants must not cause criminal damage to the dwelling or allow or incite any other occupier or visitor to do so.
- Must not do, or threaten to do, anything which causes, or is likely to cause harassment, alarm or distress to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any WH tenants, managing agents, employees, contractors or emergency services anywhere. Nor must [tenants] allow, fail to prevent or incite anyone living with [the tenant(s)] (including children) or visitors to do any of these things.
- Must not do anything which is likely to be, might become or is a nuisance, annoyance or inconvenience to other persons residing, visiting, working or otherwise engaging in lawful activity in the neighbourhood or to any WH tenants, managing agents, employees, contractors or emergency services anywhere. Nor must [the tenant(s)] allow, fail to prevent or incite anyone living with [the tenant(s)] (including children) or visitors to do any of these things.

Sections 51 - 52 of the City of Wolverhampton Council's Tenancy Agreement entitled **Noise** state that tenants:

- Agree not to play or permit to be played by any other person residing in or visiting the property, any electrical equipment that omits noise or musical instrument or to operate any other equipment in the property, garden or communal area in such a manner as to cause or to be likely to cause a nuisance, disturbance or annoyance to any person in the neighbourhood.

- Agree not to cause or permit any noise to be created within the property in such a manner as to cause or to be likely to cause a nuisance, disturbance or annoyance to any person in the neighbourhood. This includes but is not limited to shouting, arguing, loud singing, door slamming, other vocalised noise, dog barking and using DIY tools/electrical equipment for unreasonable lengths of times and/or late at night and/or in the early hours of the morning.

Section 53 of the City of Wolverhampton Council's Tenancy Agreement entitled **Drugs and Drug Dealing** states that tenants:

- Must not use the property or any location within the neighbourhood to use, make, supply or store any drug (unless it is a lawfully prescribed drug for medicinal purposes) or to cultivate, manufacture or sell any drug. Nor must [tenants] allow, fail to prevent or encourage any other person to use, make, supply or store any drug (unless it is a lawfully prescribed drug for medicinal purposes) or to cultivate, manufacture or sell any drug.

Section 55 of the City of Wolverhampton Council's Tenancy Agreement entitled **Domestic Abuse** states that tenants:

- Must not abuse, assault, threaten or harass any person living with them sexually, emotionally or financially.

Sections 56 - 57 of the City of Wolverhampton Council's Tenancy Agreement entitled **Criminal Purposes** state that tenants:

- Must not use the property for criminal, immoral or illegal purposes. Nor must [tenant(s)] allow or fail to prevent anyone living with them (including children) or visitors to do any of these things.
- Will not use communal areas of the property for the consumption of alcohol which then causes behaviour that is a nuisance, annoyance or inconvenience to any person. Nor must [tenant(s)] allow or fail to prevent another person to do so.

5. What the ASB Team cannot deal with?

Whilst we recognise that nuisance may affect people in different ways and at different levels; not every complaint made to us will be dealt with as ASB. Some types are considered to be everyday living noises or minor lifestyle differences rather than ASB and therefore these complaints may not be investigated under the terms of this policy.

Examples of such behaviour are:

- People mowing their lawns or using other garden maintenance at reasonable times and frequency.
- People vacuuming or using other domestic appliances at reasonable times and frequency.
- People carrying out DIY/repairs at reasonable times
- Noise generated by everyday living, eg, walking across laminate flooring wearing shoes, people talking, crying babies, children playing.

- Cooking smells
- Children playing in their homes or in the locality of their homes or a designated playing area. Children playing balls games is normally not considered to be ASB.

6. Policy objectives

The main objectives of the policy are to:

- Encourage the reporting of incidents of ASB
- Ensure that incidents of ASB are reported, accurately recorded and monitored.
- Ensure that early action is taken to prevent the escalation of nuisance behaviour into serious ASB.
- Support victims, their families and witnesses.
- Advise victims and witnesses of the services that the City of Wolverhampton Council, WH and partner agencies can provide.
- Take a victim orientated approach when dealing with complaints
- Fully investigate complaints of ASB and deal with them within the given timescales
- Ensure that actual and potential perpetrators of ASB are aware of the consequences of their actions.
- Take legal action against the perpetrators where it is proportionate and where there is sufficient evidence to do so.
- Encourage a multi-agency approach to dealing with casework and finding resolutions to ASB.
- Ensure all relevant officers are fully trained to be able to deal with complaints of ASB.

7. Partnership working

ASB and its causes and effects are wide and varied. WH values, supports and contributes to partnership initiatives to reduce crime and ASB. Where necessary, we request, arrange and attend partnership meetings with relevant agencies where a multi-agency approach is required to resolve specific issues of ASB; these may include referral of cases to local tasking meetings or case conferences.

All partner agencies carry out a range of functions relating to ASB. In many instances in order to pursue a course of action, joint working will be an important part of the approach taken. Other partners may be able to provide evidence and additional information or provide specialist support services. Other agencies have specialist skills and resources or powers at their disposal. Partner agencies include:

- Community groups
- Voluntary sector organisations
- Early Help teams
- Public Protection Team
- Mediation services
- Mental health services
- Clinical Commissioning Group
- National Probation Service

- Community Rehabilitation Company
- Recovery Near You
- Registered social landlords
- Safer Wolverhampton Partnership
- Social services
- Tenant and resident groups
- Tenant management organisations
- West Midlands Fire Service
- West Midlands Police
- The City of Wolverhampton Council
- Wolverhampton Victim Support
- Youth Inclusion and Youth Offending Team
- Job Centre Plus
- Education, training and employment providers
- Private landlord forums

8. Types of remedies

Wolverhampton ASB Team uses a variety of remedies, both non-legal and legal. We seek to use the most appropriate remedy available to resolve ASB cases; these include:

8.1 Early and informal interventions

Early intervention through an informal approach can be successful in stopping ASB committed by most perpetrators. These methods will be considered and exhausted first as they can often stop bad behaviour before it escalates.

- **Verbal warnings/Written warning letters**
- **Mediation.** Mediation can be an effective tool, solving the issues by bringing all parties together to talk through their concerns. Wolverhampton ASB Team utilises the services of Wolverhampton Mediation Service via a service level agreement. The trained mediators provide a confidential, impartial service that can often solve many incidences of misunderstanding or ASB.
- **Acceptable behaviour contracts (ABC).** These are agreements with the perpetrators of ASB. The ABC consists of a list of anti-social acts that the perpetrator agrees to stop doing and outlines the consequences if the ABC is not complied with. ABCs are not legally binding but can be cited in court as evidence if the individual continues to behave in an anti-social manner and further action, such as an injunction or possession proceedings, is taken.
- **Support and counselling.** In many cases there are underlying causes of ASB. Substance misuse or alcohol dependency can often drive ASB. The ASB Team will signpost wherever possible to the appropriate agencies that can offer support and counselling depending on the circumstances of the person concerned.
- **Surveillance.** Wolverhampton ASB Team may work with partner agencies to carry out both overt and covert surveillance, which may be audio and/or visual. RIPA legislation will be complied with at all times. There may be occasions when disclosure of CCTV or audio recordings to a third party such as the police may be

required in order for the prevention and detection of crime and for the apprehension of offenders (in line with the Crime and Disorder Act 1998).

8.2 Legal actions

Where there is sufficient evidence and legal action is proportionate, the following legal tools may be considered.

- **Civil injunction.** A civil injunction is a court order to stop or prevent individuals engaging in ASB. It can resolve issues before they escalate any further. Positive requirements may be attached to the injunction which are designed to assist the perpetrator in addressing the underlying cause of the ASB they have engaged in (for example, substance abuse). If the terms of an injunction are breached, this can result in a fine, imprisonment and/or, if they are a Council tenant, mandatory eviction from their home. The injunction can be obtained for people causing ASB from the age of 10 years upwards and can be used on all housing tenures, not just social housing tenants, as well as those perpetrating ASB in public places such as shopping areas, open spaces, etc. When considering applying for a civil injunction on an individual(s), **Ex parte (emergency) civil injunction** – in some instances of serious behaviour an emergency injunction may be sought.
- **Criminal behaviour order.** A criminal behaviour order can be issued in a criminal court against a person who has been convicted of an offence to tackle the most persistent perpetrators of ASB who are also engaged in criminal activity. The ASB does not need to be part of the criminal offence. The order would include prohibitions to stop the ASB, but can also include positive requirements like in civil injunctions above.
- **Closure order.** Closure orders can be used to close a property of any tenure down when it is being used or is likely to be used to commit nuisance or disorder. This is a fast and flexible power that can be used to protect victims and communities by quickly closing premises causing ASB.
- **Community protection notice.** The community protection notice is intended to deal with ongoing nuisance which negatively affects the community's quality of life by targeting those responsible. The nuisance can include graffiti, rubbish or noise.
- **Public space protection order (PSPO).** This order imposes conditions which may include multiple restrictions and requirements in an area such as parks, alleyways or communal areas, where the ASB is detrimental to the local community. These include restrictions around drinking alcohol in a public place, dogs or noise. A PSPO can also restrict access - prior to the introduction of the ASB, Crime and Policing Act 2014, Gating Orders were used to close access to certain public rights of way where there had been ASB. Previously, gating was the only option but it may be possible under a PSPO to restrict the activities causing the ASB rather than stop access altogether.
- **Section 222 injunction.** Using their powers under the Local Government Act 1972, local authorities can apply to the civil courts for injunctions to restrain ASB that constitutes a public nuisance. Injunctions can prohibit an individual from entering the area where the nuisance has been committed and may also contain other prohibitions designed to restrain the type of ASB which has caused the public nuisance.

The following section applies only to existing and prospective WH tenants.

- **Introductory tenancies.** All new tenants have introductory tenancies. The use of introductory tenancies enables easier repossession of the property during the first 12 months of the tenancy where there are grounds for eviction. The tenant has the right to seek a review of the decision to seek possession which must be carried out within the statutory framework. The use of introductory tenancies in Wolverhampton provides a strong message to both new and existing tenants that ASB will not be tolerated.
- **Extension of introductory tenancy.** Where there are continuing doubts about the conduct of a tenant, for example, if complaints have been received about ASB, the introductory tenancy period may be extended for an additional 6 months. The tenant may request a review of this decision.
- **Demotion of tenancy.** Demotion orders allow us to apply to the courts to reduce the security of tenure for tenants and can be a precursor to possession of the property. If a secure tenancy is demoted for a period of one year, the tenant has some rights reduced such as the 'Right to Buy' and possession during this period is easier. Demotion orders are a serious warning to tenants that if the ASB continues swift action can be taken to seek possession of their home.
- **Possession proceedings.** This is court action that can lead to Council tenants being evicted from their homes. Before this stage is reached the tenant(s) involved will have had several warnings to stop their behaviour. Evicting people from their home is a very serious matter and this power will only be used in the most serious of cases.
- **Absolute ground for possession**
The ASB, Crime and Policing Act 2014 introduced a new absolute ground for possession of secure tenancies where serious ASB or criminality has already been proven by another court. This means that WH will no longer need to prove that it is reasonable to grant possession and the court must grant possession providing set procedures have been followed, and subject to any human rights or public law challenge.
- **Right to Buy.** The Housing Act 2004 contains measures to prevent anti-social secure tenants from buying their home under the 'Right to Buy'. These circumstances include when there is a possession order in force on the property whereby the landlord can apply to the court asking for the 'Right to Buy' to be suspended because of ASB. The court will stipulate for how long the 'Right to Buy' is suspended.

It is important to note that each case is different and is judged on its own merits. Legal action in some cases may not be an appropriate solution. In order to progress legal action Wolverhampton ASB Team applies to the County or Magistrates Court where evidence is presented and judgment is made by a district judge.

Other legal measures to address ASB include:

- **Housing Act 1996 Exclusion from the Waiting List.** This legislation allows local authorities the power to exclude certain categories of people from the housing register, for example, those with a record of serious ASB.
- **Protection from Harassment Act 1997.** This legislation provides a power of arrest and the possibility of a restraining order being obtained which could carry a

penalty of imprisonment. The intention is to prevent a perpetrator from entering an estate and/or harassing others.

- **Civil Evidence Act.** In civil proceedings, hearsay evidence is admissible. This allows evidence to be given where a witness is too frightened to attend court personally.
- **Confiscation of Alcohol (Young Person Act 1997).** A police officer can require that intoxicating liquor can be handed over by certain people in certain circumstances.
- **Sex Offenders Act 1997.** The legislation requires the police to maintain a register of sex offenders who fall within the remit of the legislation. A risk assessment is carried out on people who are registered and pose a risk to the community.
- **Clean Neighbourhoods and Environment Act 2005.** This legislation covers many of the problems affecting the quality of the local environment including nuisance vehicles and abandoned vehicles, litter, graffiti and fly-posting, fly-tipping, noise disturbance and dogs in public places.
- **Environmental Protection Act 1990.** Imposes a legal obligation on local authorities to investigate complaints of statutory nuisance which includes noise nuisance. Extreme noise can lead to equipment being seized and prosecution can lead to a fine. Wolverhampton ASB Team liaises with the City of Wolverhampton Council's Public Protection Team in cases where it is appropriate to use this legislation to abate noise nuisance and, where the perpetrator is a Council tenant, will consider further legal action against the tenant when an Abatement Notice has been served.
- **Crime and Disorder Act 1998.** This legislation contains certain powers that may be taken to prevent children becoming involved in criminal behaviour or ASB.

9. Hate crime/hate incidents and harassment

WH is committed to responding to all forms of hate crime, hate incidents and harassment in a robust way and to send out a clear message the seriousness with which we view any form of harassment.

Wolverhampton ASB Team and its key partners, including West Midlands Police, work together to:

- Take action to prevent harassment occurring and to stop it when it does occur.
- Put in place measures to prevent and deal effectively with complaints of harassment and provide appropriate support to the victims.
- Support staff and members of the public in reporting harassment when it occurs.
- Take effective action where appropriate in order to provide a safe environment for all and deter future acts of harassment.
- Provide staff with training in how to deal sensitively with such issues.

In 2015, WH became a third party reporting centre for hate crime so if victims and witnesses are not comfortable reporting an incident to the police, we can report incidents on their behalf and deal with the matter as part of the management of the ASB case.

9.1 'Mate crime'

WH are committed to tackling Disability Hate Crime, this includes 'mate crime'. WH have supported the development of the Safe Place Scheme in Wolverhampton as part of the work around tackling 'Mate Crime'. Although there is no statutory definition of 'mate crime' in United Kingdom law, the term is generally understood to refer to the befriending of people who are perceived by perpetrators to be vulnerable, for the purposes of taking advantage of, exploiting and/or abusing them. This can strongly, although not exclusively, be associated with people with a learning disability, learning difficulties or mental health conditions.

WH now operates as a hate crime reporting and signposting service and we ensure that victims are given guidance and advice on contacting specific hate crime support services and agencies.

10. Domestic abuse

WH will treat all domestic abuse cases as very serious and we are committed to providing support to complainants who are suffering from domestic abuse and, as outlined in WH's Domestic Abuse Policy and West Midlands Domestic Violence and Abuse standards, aims to prevent further violence or threat of violence. If agreed by the complainant, we will work with relevant partner agencies to achieve the best level of support, protection and action in cases of domestic abuse by:

- Ensuring risk assessments are undertaken and interventions provided within a risk-based framework; these may be provided either from within the ASB Team or via other support services within WH or partner agencies.
- Making referrals to Wolverhampton's domestic violence multi-agency risk assessment conference as appropriate
- Ensuring that the person experiencing violence or threats of violence, harassment or intimidation is central to what happens and is provided with all the support they need.
- Providing advice and information on support agencies, emergency contacts, emergency accommodation, re-housing options and how to get independent legal advice.
- Taking a risk assessment approach and, if appropriate, taking action against known perpetrators of domestic abuse using the tools and powers available under the provision of the ASB, Crime and Policing Act 2014. NB, these new tools and powers are complementary to and not a replacement for specific domestic abuse legislation such as non-molestation orders, occupation orders, domestic violence protection notices and domestic violence protection orders.
- Supporting staff and those people suffering from domestic abuse to report incidents when they occur.
- Making safeguarding referrals where appropriate
- Providing ASB Team staff with training in how to deal sensitively with such issues.

11. Gang Membership

The definition of street gangs set out in the Centre for Social Justices' report, 'Dying to Belong' is:

- "A relatively durable, predominantly street based group of young people who:
- See themselves (and are seen by others) as a discernible group;
- Engage in criminal activity and violence;
- Lay claim over territory (this is not geographical territory but can include an illegal economy territory);
- Have some form of identifying structural feature; and
- Are in conflict with other similar gangs".

Wolverhampton Homes supports the Safer Wolverhampton Partnership's 2016 to 2019 Preventing Gang Involvement and Youth Violence Strategy which seeks to stop people becoming involved in gangs in the first place with extra emphasis on early intervention and prevention and providing support to help people move away from violence and gangs.

Wolverhampton ASB Team is committed to supporting individuals at risk of becoming involved in gangs and will make referrals to specialist agencies as appropriate. If enforcement action is necessary, the ASB Team will work in partnership with West Midlands Police to utilise the most appropriate legal powers available to protect individuals and communities from the danger of gang-related violence.

12. 'Prevent' and 'Channel'

The Counter-terrorism and Security Act came into force on 1 July 2015. It places a duty on local authorities and other public bodies to have 'due regard to the need to prevent people from being drawn into terrorism and extremism'.

WH is committed to supporting vulnerable individuals at risk of being drawn into extremist ideology. We have increased joint working with relevant partners through 'Prevent' and have referral mechanisms in place for staff to staff to raise concerns. Wolverhampton ASB Team is represented at the multi-agency Channel Panel which meets to review cases where people have been identified as being at risk from radicalisation.

13. Child Sexual Exploitation (CSE)

Anyone working with Children and young people must be alert to the possibility for whom they have concerns may be sexually exploited. ASB Team staff have received CSE awareness training and referral/reporting mechanisms are in place should they have concerns.

14. Modern Day Slavery

The Modern Day Slavery Act came into force on 29 October 2015. It aims to detect, prevent and deal with all forms of modern slavery and labour exploitation.

The Act makes provisions about slavery, servitude, forced or compulsory labour and human trafficking. In accordance with the Act, WH strongly opposes slavery and human trafficking and would never knowingly conduct business with partners, contractors, supply chain or employees in such practice. We will therefore ensure that we work collaboratively with our partners, the local police and the Gang Master Licensing Authority to tackle any concerns or risks associated to Modern Slavery Traders. We will continue to work closely with our partners, contractors and the supply chain to ensure that 'slavery' and/or 'human trafficking' does not occur anywhere in the entirety of our operations.

WH will also take due regard to the need to notify the Homes Office of any individuals suspected of being victims of human trafficking or slavery. WH's adult and children's safeguarding procedures clearly outline the ways in which concerns around modern slavery should be dealt with. WH will undertake all reasonable and practical steps to educate our staff and supply chain by working closely and supporting the Gang masters Licensing Authority and by being represented on the Wolverhampton Modern Slavery Partnership. We will ensure that staff are able to report issues of concern to the appropriate agencies and through the Modern Slavery Helpline

15. Safeguarding

WH is committed to ensuring it adopts a robust and systematic approach to safeguarding children and adults in order that the processes it adopts run as a thread through all aspects of service delivery.

Staff will work with a range of agencies to safeguard the welfare of children and adults with care and support needs with whom they come into contact.

As a member of Wolverhampton Children's and Adults' Safeguarding Boards WH contributes to the overall strategy that aims to ensure engagement by all service providers within the city.

Wolverhampton ASB Team will carry out risk assessments on all complainants in ASB cases; exceptions to this are where the complaint is anonymous or where the referral comes from another agency (for example, the police). Where significant risks are identified, staff will make safeguarding referrals or referrals to other agencies as appropriate.

16. Prevention of ASB

WH is committed to preventing and deterring ASB.

16.1 The City of Wolverhampton Council's Housing Outreach Team

WH works in partnership with The Housing Outreach Team to provide support for tenants with ASB issues and timely referrals are made in order to minimise the impact of ASB on tenants and neighbourhoods. The Housing Outreach Team has successfully interceded and has resolved numerous cases where ASB has been cited as a cause of tenancy failure.

16.2 Housing Support Team

The remit of the Housing Support Team is to provide tailored, intensive and assertive support to those at significant risk of tenancy failure or those who have risk factors which indicate that they may have some difficulties successfully managing a tenancy.

The Housing Support Team works with the following:

- Families at risk of eviction due to ASB.
- Individuals where there is a prevalence of poor mental health which has an impact on their ability to manage their tenancy
- High risk domestic abuse cases
- Troubled families requiring intensive housing support

16.3 Diversionary activities

Making sure young people have activities they can easily access and which are appropriate for their age and particular needs can help to prevent and reduce ASB. Activities can help ensure that young people make constructive use of their leisure time. It is essential that supportive work with young people helps them to learn about the boundaries of behaviour that are expected by society and the impact that ASB can have on others. WH recognises the importance of diversionary activities in the prevention of ASB and contributes financially towards diversionary activity programmes across the city.

16.4 Role of the Concierge Service

Where it operates, WH's Concierge Service provides a daily face to face interaction with local residents. Concierge officers have a role in monitoring CCTV equipment and reporting incidences of ASB to the ASB Team and to the police so that appropriate action can be taken. Incidents witnessed by the concierge officers can be used as evidence in support of Wolverhampton ASB Team taking legal action.

16.5 Publicity

WH has a publicity policy for its ASB cases and, where appropriate, will publicise the action it takes in order to combat the problem. The intention is to provide information to reassure the public that action is being taken and to act as a deterrent.

Where appropriate, WH will publicise the action it takes and the approach it has to dealing with ASB through the use of press releases, newsletters, presentations and

training. Publicity may often be carried out jointly with the City of Wolverhampton Council and West Midlands Police.

16.6 Mapping/profiling ASB

Wolverhampton ASB Team recognises the importance of mapping complaints by type and area in order to develop a profile of ASB activity. The information will be used to determine hotspots and, in conjunction with partner agencies, to develop action plans for areas in order to combat ASB and prevent or reduce further activity.

17. Rehabilitation of perpetrators

In considering its response to ASB, Wolverhampton ASB Team will seek to balance the need for strong action with the need to rehabilitate offenders.

Cases can be referred to case conferences or local Tasking meetings for discussion with partner agencies to determine action and support for the individual. Where an individual has identified support needs a referral to a support agency is made. As outlined in section 13.2, referrals may also be made to WH Housing Support Team.

Younger perpetrators can experience problems with their family and school due to their behaviour. Wolverhampton ASB Team will look at the causes of the ASB and seek to involve parents/guardians. It may also be appropriate to contact their school or other agencies such as Social Services. Wolverhampton ASB Team promotes the use of acceptable behaviour contracts to moderate behaviour and monitors the contracts for any breaches or any support needs. In partnership with other agencies, officers will work with individuals who breach their contracts.

18. Cross-agency and cross-border working

18.1 Protocol with the City of Wolverhampton Council's Public Protection Team

As outlined at the beginning of this policy, as well as dealing with incidents of ASB in council-owned properties, since May 2013 WH has been responsible for delivering an ASB service on behalf of the City of Wolverhampton Council in relation to ASB in private housing and non-housing ASB.

In 2014 a review of ASB services across the city was carried out during which consideration was given to noise nuisance in private housing. It was concluded that complaints about noise (together with other environmental ASB such as fly tipping, dog fouling, etc) in private housing would continue to be managed by the City of Wolverhampton Council's Environmental Health Team. Complaints about noise and other environmental ASB occurring in Council tenancies are managed by Wolverhampton ASB Team.

A protocol exists between Wolverhampton ASB Team and the City of Wolverhampton Council's Public Protection Team to ensure partnership working and co-operation on the management of cases.

18.2 Protocol with tenant management organisations (TMO)

TMOs are responsible for the management of ASB in tenancies managed by the TMO. A protocol is in place between Wolverhampton ASB Team and TMOs to ensure partnership working and co-operation on the management of cross-tenure cases. Wolverhampton ASB Team also provides advice to TMOs on ASB cases should this be required.

18.3 Cross-border working

Over the past three years Wolverhampton ASB Team has developed links with other local authorities and agencies working across those areas in tackling cross-border ASB. Examples of this are:

- A high court injunction to stop the nuisance of 'car cruising' across the Black Country. In conjunction with West Midlands Police, the City of Wolverhampton Council's Legal Services and Wolverhampton ASB Team led on obtaining an injunction on behalf of the four Black Country local authorities of Walsall, Dudley and Sandwell.
- Collaboration with ASB colleagues from Centro to tackle individuals causing ASB on buses across the region.

This collaborative working with cross-border agencies will continue.

19. Training of staff

All officers dealing with ASB will receive training on WH's policies and procedures, together with specialist training and training on statutory changes. Training will also be provided to staff from other agencies as requested.

20. Data protection and information sharing

WH is a signatory to the Safer Wolverhampton Partnership's Information Sharing protocol. The protocol encompasses:

- Information on the data protection implications of the Crime and Disorder Act 1998.
- Guidance on the Human Rights Act 1998 and the principle of proportionality.
- Guidance on the Data Protection Act 1998.

21. How to report ASB

A complaint can be made about ASB by:

- Telephoning the ASB Reporting Line – 01902 551188.
- Email - customer.services@wolverhampton.gov.uk
- Writing to the ASB Team –
Wolverhampton ASB Team, PO Box 6935, Wolverhampton, WV1 9YJ
- Visiting a WH One Stop Shop

Complainants will be asked to provide their name, address and contact details. Please note that if a complaint is anonymous, any investigation may be limited because of a lack of information.

NB. Wolverhampton ASB Team does not provide an emergency response service. If an urgent police response is required, you should call 999. For routine police matters, call 101.

22. What complainants can do

- In the first instance you may wish to try speaking to the person responsible.
- Report incidents of ASB to Wolverhampton ASB Team and, if appropriate, to the police.
- Keep a written record of all incidents, for example, when the incident occurred, what happened, and who was there.
- Tell us the names of those who are behaving in an anti-social manner. If you do not know their names tell us what they look like and what they were wearing.
- We will not disclose your details to an alleged perpetrator without your consent.
- Play an active part in helping us resolve the matter. For example, if appropriate, be open to mediating with the other party.

23. What Wolverhampton ASB Team will do

Wolverhampton ASB Team will respond to all reports of ASB swiftly and efficiently. The action we take will depend on the nature of the complaint. Any action will be agreed with the complainant. We will maintain contact throughout the course of the complaint and advise complainants on progress that is being made.

Wolverhampton ASB Team will:

- Work in partnership with other agencies to tackle problems and provide support. This may involve sharing information about you with partner agencies, for example West Midlands Police. Before this happens, however, you will be requested to give your consent to information about you being shared.
- If there are any concerns about adult or child safeguarding, information will be shared with relevant agencies irrespective of whether consent has been obtained.
- Refer to other agencies where appropriate.
- Treat hate crime/hate incidents as a serious matter.
- Deal with incidents of domestic violence from the victim's point of view.
- Support victims and witnesses.
- Contact the people responsible quickly to try to prevent further ASB.
- Aim to prevent ASB and moderate behaviour before taking legal action.

Complainants will be:

- Contacted within the timescales outlined in the categories below and, where appropriate, arrangements made for an initial visit by a member of the ASB

Team. A visit may not always be appropriate, for example, the complainant may not want a visit or may not wish to pursue their complaint.

- Provided with contact details of the officer dealing with their case.
- Provided with information about they should record incidents of ASB.
- Provided with details of who they should contact in an emergency.

When we receive a complaint the ASB Team will respond as follows:

Category A: Serious

- Harassment/intimidation (includes threatening behaviour).
- Criminal activity such as assault, arson or theft.
- Domestic violence.
- Hate related incidents and hate crime.
- Sexual acts such as indecent exposure or prostitution.

The complainant will be contacted within 1 working day. An exception to this will be where there is police involvement in which case Wolverhampton ASB Team will liaise directly with the police to agree which agency will lead on investigating the matter. In some cases it may be necessary to redirect your complaint to a more appropriate agency, for example, the police.

Category B: Persistent

- Damage to property or vandalism.
- Noise, such as loud music, shouting, domestic noise or vehicle noise in or around Council tenancies. (Please note that if noise is occurring in private housing, this should be reported to the City of Wolverhampton Council's Environmental Health Department).
- General nuisance including groups of people causing problems, foul and abusive language.
- Drug related activity such as drug dealing and syringes.
- Animal related nuisance in WH tenancies such as uncontrolled dogs. (Please note that if animal related nuisance is occurring in private housing, this should be reported to the City of Wolverhampton Council's Environmental Health Department).

The complainant will be contacted within 3 working days. An exception to this would be where there is police involvement in which case Wolverhampton ASB Team will liaise directly with the police to agree which agency will lead on investigating the matter. In some cases it may be necessary to redirect your complaint to a more appropriate agency, for example, the police.

Category C: Nuisance

Environmental issues in or around Council properties such as:

Dog fouling

Fly tipping

Abandoned vehicles

Rubbish

Graffiti (unless of a hate-related nature when it will be dealt with as a Category A complaint)

Hoarding

The complainant will be contacted within 5 working days. Please note that environmental issues described above that occur in areas of private housing, on the public highway and in public areas fall under the remit of the City of Wolverhampton Council's Environmental Health Department.

24. Support of complainants and witnesses

While we are investigating an ASB complaint, Wolverhampton ASB Team will keep the complainant informed through regular contact either by telephone, email, in writing or by a visiting in person. In all cases, Wolverhampton ASB Team will support complainants and witnesses:

- At the start of the investigation we will complete an assessment which will help us identify any support the complainant may require either by WH or other agencies with whom we work in partnership.
- Provide the complainant with information about how to record incidents of ASB
- Advise the complainant about improving their security at home if required.
- Provide practical support for victims and witnesses during court cases.
- Provide regular staff contact.
- Where appropriate, provide a personal escort for victims and witnesses to and from court.
- Use injunctive powers to address witness intimidation.
- With the complainant's permission, refer them to the Victim and Witness Support Officer.

25. Links to other policies

This policy does not work in isolation. Other policies that support or influence this area include:

- **Housing allocations.** An applicant can be excluded from the housing register where they (or any member of their household) have perpetrated ASB serious enough to make them unsuitable to be a tenant. This behaviour must be so serious that (if the applicant had been a secure tenant at the time) it would have entitled WH to a possession order under Section 84 of the Housing Act 1985, Part 1 of Schedule 2 (except ground 8). We would need to be satisfied that the order would not be suspended.

We will clearly explain the terms of the tenancy agreement to all new tenants, drawing particular attention to the clauses surround neighbour nuisance and ASB.

All new applicants who are offered housing will receive a post-tenancy visit within 28 working days of their new tenancy start date. The purpose of this visit will be to check that they have settled into their new home and to raise any problems that may have come to light in the first few weeks of their tenancy, such as nuisance and ASB.

- **Homelessness.** Where legal action is being taken against someone's tenancy for ASB, we will advise the City of Wolverhampton Council's Housing Options section. A joint visit may be undertaken at this time.
We are committed to sustaining tenancies ensuring, where appropriate, support is provided to help individuals amend their behaviour. However, it is recognised that legal action will, where appropriate, be necessary in order to bring ASB to an end.
If a household becomes homeless as a result of their ASB and they are subsequently found to be intentionally homeless, then any duty would be restricted to the provision of temporary accommodation for a limited period.
- **Equality and diversity.** WH is committed to genuine equality of opportunity and valuing diversity in its role as a community leader in service delivery, employment and as a procurer of services.
At WH, we believe that everyone has the right to be treated equitably, with respect for their cultures and values and to feel safe and secure in their own home and neighbourhood.
We will not tolerate any form of discrimination and are therefore committed to the elimination of all forms of discrimination in all our policies, procedures and practices. We will make sure that no person or group applying for housing services or employment will be treated less favourably than any other person or group because of their individual characteristics. These characteristics include, but are not limited to, disability, ethnicity, race, colour, gender, age, religion, sexual orientation, gender reassignment and marital status.

26. Customer satisfaction

Customer satisfaction surveys will be carried out in order to determine the level of satisfaction with the service provided. Performance indicators will be set for the speed of our response to complaints and for the level of customer satisfaction. Where customers are not satisfied with the service provided, a senior member of staff from the ASB Team will contact them to discuss their dissatisfaction and explore whether anything else can be done to assist the complainant. This information will be utilised to determine if and how we can learn and aid service improvement.

27. Complaints, compliments and suggestions

Wolverhampton Homes is committed to providing customers with excellent service. Customers can help us to make sure we are doing this by letting us know their views.

We want to hear from customers if they:

- Have received a particularly good service;
- Are unhappy with the service they have received from us or feel that they have been unfairly treated;
- Have a suggestion on how we could improve.

If a complaint relates to a service where there is an existing process for dealing with complaints or appeals we will let the customer know and advise them who will deal with the matter or how they can progress.

Ways customers can contact us with a complaint, compliment or suggestion:

- Email us at complimentsandcomplaints@wolverhamptonhomes.org.uk
- Online form on the Wolverhampton Homes website – <https://www.wolverhamptonhomes.org.uk/aboutus/contact-us/compliments-complaints-and-suggestions>
- Write to us: Customer Feedback Officer, Wolverhampton Homes, 29 Market Street, Wolverhampton, WV1 3AG
- Call us on 01902 556789
- Ask a relative, advocate or friend to contact us on their behalf

What is a complaint?

A complaint is an expression of dissatisfaction about any of our services or the service provided by anyone on our behalf. Examples of a complaint include where a customer believes:

- We have failed to do something we should have done.
- We have treated them unfairly.

Different stages of complaints

We currently have a two stage complaint procedure.

Stage 1

We aim to resolve all complaints at stage 1.

When a customer makes a complaint we will try to resolve the matter straightaway. If we are not able to we will acknowledge the complaint within 4 calendar days. We will then pass the complaint to the manager responsible for the service which the customer has received. They will then respond to the customer within 14 calendar days.

If the investigation is going to take longer we will be in touch to let the customer know when they can expect a full reply.

Stage 2

We hope that the customer is satisfied with the response given at stage 1. But if the customer thinks we have not addressed the issue properly or that they have got new evidence or information which we need to know about then they can ask us to review our original decision. The customer needs to do this within 28 days if possible.

The customer will need to tell us why they are not satisfied; detailing exactly what issues they think we have not fully addressed, or if they think there is something inaccurate in our reply or they have new evidence/information.

The complaint will be reviewed and responded to by the relevant service director. They will reply within 14 calendar days. If it is going to take longer they will get in touch to let the customer know when they can expect a full reply.

This is the final stage of the Wolverhampton Homes Complaint Procedure.

If the customer is not satisfied with the response given at Stage 2 – we will let them know how to progress their complaint further. See below for more details.

What other options are there?

If the complaint relates to a service area covered by the Housing Ombudsman and the customer is not satisfied with the response to their complaint after they have completed our procedure, they can refer their complaint to:

1. A designated person, defined as an MP, Local Councillor or a Recognised Tenant Panel Member. They are there to help to try and resolve complaints locally. If the designated person cannot help, they can refer a complaint to the Housing Ombudsman. If the designated person refuses to deal with your complaint customers can contact the Housing Ombudsman directly – see point 2 below.

OR

2. The customer can wait eight weeks and refer their complaint directly to the Housing Ombudsman.

Contact details for the Housing Ombudsman are:

Housing Ombudsman Service, 81 Aldwych, London, WC2B 4HN
Telephone: 0300 111 3000
Email: info@housing-ombudsman.org.uk
Housing Ombudsman Website: www.housing-ombudsman.org.uk

If the complaint relates to a service area covered by the Local Government Ombudsman we will let the customer know and give them their contact details.

28. Community Trigger

What is the Community Trigger?

The Anti-Social Behaviour, Crime and Policing Act 2014 introduced a number of measures to improve the way in which agencies work together to tackle ASB. These include ways of giving victims a greater say in how ASB is dealt with. The Community Trigger gives victims of ASB or hate crime the right to request a case review if they are not satisfied with how their case has been dealt with by agencies.

If the Community Trigger request meets the required threshold, agencies including the City of Wolverhampton Council, Wolverhampton ASB Team, West Midlands Police and social housing providers have a duty to carry out a case review.

What is the threshold for the Community Trigger?

For a case review to take place, one of the following criteria needs to be met:

- If an individual has reported three separate incidents relating to the same problem in the past six months to the Council, Police or registered social landlord [and is not satisfied with how their case has been dealt with];

OR

- If an individual has reported one incident or crime motivated by hate (due to race, religion, disability, sexual orientation or transgender identity) in the last six months and no action has been taken;

OR

- If at least five people have made reports about the same problem in the past six months to the Council, Police or registered social landlord and no action has been taken.

To qualify for a review under the Community Trigger the ASB/hate crime must be reported within one month of the alleged behaviour taking place.

Who can use the Community Trigger?

The Community Trigger can be used by:

- A person who believes they have experienced harassment, alarm and distress and are not satisfied with the response they have received from agencies;
- A person acting on behalf of a victim, for example, a family member, friend, carer, councillor, MP or other professional person. The victim's consent should be sought by the person using the Community Trigger on their behalf;
- The victim can be an individual, a business or a community group.

How can a request for a Community Trigger case review be made?

Customers can request a review of their case by:

1. Completing an on line form – available from <http://www.wolverhampton.gov.uk/article/5618/Community-Trigger>
2. Downloading a Community Trigger request form - available from <http://www.wolverhampton.gov.uk/article/5618/Community-Trigger>
3. 'Phoning us on 01902 551188 and we will take your details over the 'phone.

What happens next?

Once the Community Trigger request form is received, the case will be assessed and, if the threshold has been met, the agencies involved in the case will conduct a review of the way in which it has been dealt with. If the review panel feels that further

action is required, they may make recommendations to the relevant agency. The customer will be kept informed throughout the review process.

Further information about the Community Trigger

More information about the Community Trigger can be found at <http://www.wolverhampton.gov.uk/article/5618/Community-Trigger>

29. Monitoring and review

We will consult with service users, staff and internal/external agencies in the periodic review of this policy and procedure. We will review this policy every year to ensure that any changes in best practice and government legislation are incorporated.

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Cabinet Meeting

20 July 2016

Report title	Joint All Age Carer Strategy 2016 - 2020	
Cabinet member with lead responsibility	Councillor Sandra Samuels - Adults, Councillor Val Gibson – Children and Young People	
Key decision	Yes	
In forward plan	Yes	
Wards affected	All	
Accountable director	Linda Sanders, Strategic Director, People	
Originating service	People Commissioning	
Accountable employee(s)	Paul Smith Tel Email	Head of Commissioning – Older People 01902 555318 paul.smith@wolverhampton.gov.uk
Report to be considered by	People Leadership Team Strategic Executive Board Cabinet	20 June 2016 05 July 2016 20 July 2016

Recommendation(s) for action or decision:

Cabinet is recommended to:

1. Approve the Joint All Age Carer Strategy 2016 – 2020 and Implementation Plan, at Appendix 1.

Recommendation(s) for noting:

Cabinet is recommended to note

1. That the Joint All Age Carer Strategy and Implementation Plan will be presented to the Wolverhampton Clinical Commissioning Governing Body on 12 July 2016 for approval

1.0 Purpose

- 1.1 The purpose of this report is to present to Cabinet the new Joint All Age Carer Strategy and Implementation Plan for the period 2016 – 2020.

2.0 Background

- 2.1 There are over 27,000 people in the City of Wolverhampton that provide unpaid care for another person. Carers can be of any age including children, adults of working age and older people.
- 2.2 Carers will often help the person they care for with everyday tasks such as helping someone to bed, getting them to up in the morning, helping them to wash and dress, making of meals and helping with personal care. However, their caring role will often extend to include shopping, household cleaning and laundry. In additional to these practical tasks the caring role can also extend to providing emotional support and childcare responsibilities.
- 2.3 Many carers take on the role of caring without thinking twice, or noticing the effect it has on their own lives because of the close relationship they have with the person they care for. The impact on the carer's own quality of life cannot be underestimated. Adult carers often experience loneliness and isolation, poor health and financial hardship. Younger carers may find more difficult to participate in education, training and recreation activities compared to their peers.
- 2.4 Since the last City of Wolverhampton Joint Carers Strategy was developed a number of significant changes have occurred in terms of legislation; most notably the Care Act 2014 and the Children and Families Act 2014 which specifically reference adult carers and young carers, including young carers in transition to adulthood.
- 2.5 The new Joint All Age Carer Strategy will ensure that the Council develops systems and processes to meet the needs of unpaid carers of all ages, and that the Council fully complies with its legal obligations in a clear and transparent way.
- 2.6 The new strategy also reflects:
- The Governments current thinking surrounding unpaid carers as detailed in the 'Carers Strategy: Second National Action Plan 2014-16'
 - The NHS England 'Commitment to Carers' published in 2014
 - The set of regional commitments made to carers developed collectively by the Council, working with 13 other local authorities through the Association of Directors of Adult Social Services.

3.0 Consultation undertaken

- 3.1 The consultation took the form of a series of round table 'Conversation with Carers' events, where unpaid carers were invited to share their views and experiences of being a carer.

- 3.2 A summary of themes that emerged from the consultation were captured and have influenced the strategy and implementation plan for the All Age Carers Strategy.
- 3.3 There were five planned 'Conversation with Carers' events held and further engagement opportunities were undertaken at Carers Forums and Community Cafés

Consultation dates and location

- Thursday 17 March @ 10.30 am, Committee Room 3, 3rd Floor, Civic Centre,
 - Tuesday 5 April @ 10.30 am, Committee Room 3, 3rd Floor, Civic Centre
 - Thursday 7 April @ 5.00 pm, Committee Room 3, 3rd Floor, Civic Centre
 - Monday 11 April @ 10.30 am, Action for Independence, Albert Road, WV6 0AF
 - Tuesday 19 April @ 12.30 pm, EKTA Day Centre, Mander Street, off Penn Road, WV3
- 3.4 In addition to the events outlined above Spurgeon's supported the consultation process for young carer's. Spurgeon's are commissioned by the Council to support young carer's, by utilising their knowledge and expertise we ensured the things that matter to young carers were captured as part of the consultation process. Young carers were also encouraged to participate online via Survey Monkey.
- 3.5 Age UK Wolverhampton facilitated 'Conversation with Carers' events for older carers.
- 3.6 The 'Conversation with Carers' events were publicised via the monthly Carers Support News Bulletin, a press release and awareness information letters were circulated to partner agencies who were likely to come in contact with unpaid carers.
- 3.7 Social Media, the Councils Communications Department and the Councils Wolverhampton Information Network WIN were extensively utilised to seek the views of unpaid carers in the City.
- 3.8 The 'Conversation with Carers' consultation period lasted for six weeks and closed 21 April 2016.

4.0 Current Position

- 4.1 Following the consultation exercise with both young and adult carers a new Joint All Age Carer Strategy 2016 – 2020 and Implementation Plan have been developed. These are attached at Appendix 1. (Executive summary at Appendix 2)
- 4.2 To ensure the new strategy and implementation plan reflects the priorities of both young and adult carers these have been grouped separately on the Implementation Plan showing clear links to:
- National Vision and Outcomes
 - NHS Commitment to Carers
 - ADASS Regional Commitment to Carers

- City of Wolverhampton Corporate Plan

4.3 The new Joint All Age Carer Strategy and Implementation Plan are currently progressing through the Wolverhampton Clinical Commissioning Group approvals process and will be presented to their Senior Management Team meeting on 14 June 2016 and Governing Body on 12 July 2016.

5.0 Financial implications

5.1 Any costs arising from the implementation of this strategy will be met from existing available resources.
[GS/08072016/F]

6.0 Legal implications

6.1 The Joint All Age Carer Strategy 2016-2020 is designed to assist the City of Wolverhampton Council implement the provisions of the Care Act 2014, with regard to carers of all ages and those for whom they provide unpaid care.
[TS/07072016/C]

7.0 Equalities implications

7.1 Initial equality screening indicates that there are no specific equality implications associated with the new Joint All Age Carer Strategy.

7.2 As work progresses to deliver the priorities of Wolverhampton carers, as detailed in the Implementation Plan, each will be screened for potential equality implications.

8.0 Environmental implications

8.1 There are no environmental implications associated with this report.

9.0 Human resources implications

9.1 There are no human resource implications associated with this report.

10.0 Corporate landlord implications

10.1 There are no corporate landlord implications associated with this report.

11.0 Schedule of background papers

11.1 N/A

**CITY OF
WOLVERHAMPTON
COUNCIL**

**Joint All Age Carer Strategy
2016 – 2020**


***Wolverhampton
Clinical Commissioning Group***

Forward

Carers play a critical role in supporting someone who would otherwise be unable to look after themselves; often putting the needs of the cared for before themselves. There is no age barrier to becoming a carer; some become a carer for the first time at an earlier age, whilst for others it can be later in life.

We know from national research, and more locally from talking to carers, that caring impacts on their quality of life.

Carers are unique individuals and how their caring role impacts on their life will differ from person to person. Some carers will find that caring for someone is a positive experience, whilst for others it means putting their life 'on hold'.

The Care Act brings significant advances in the rights of carers and for the first time places carers on the same legal footing as the person they care for.

We have no doubt that this piece of legislation will have a positive impact on the health and well-being of carers, supporting them to have a life alongside their caring role. We are committed to ensuring carers continue to be made aware of their legal rights as part of the delivery of this strategy.

We would like to thank all the carers that have contributed to the development of this Joint All Age Carer Strategy, and offer our assurances that we will work with carers to help reshape our services around the things that Wolverhampton carers told us was important to them.

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1. **Who Cares? We Do.**
2. **The Wolverhampton Picture**
3. **The Care Act 2014**
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8. **The Impact of Caring – Young Carers**
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12. **Future Commissioning Intentions**
13. **Developing the Strategy**
14. **Implementing the Joint All Age Strategy**

Who Cares? We do.

A carer is a person of any age who, on an unpaid basis, helps to look after a relative, neighbour or friend who could not manage at home without their help. The Care Act 2014 defines a carer as 'an adult who provides or intends to provide care for another adult'¹

The term 'young carer', applies to anyone under the age of 18 who provides care. They may be the main carer, or provide partial care for an adult or sibling.

Why do carers matter?

There were over 27,000 carers in Wolverhampton identified in the 2011 Census², so their caring contribution makes a big difference to the lives of the people they care for.

Often carers will help the person they care for with everyday tasks such as helping someone to bed, getting them to up in the morning, helping them to wash and dress, making of meals and help with toileting.

Often the caring role will extend to include shopping, household cleaning and laundry. In addition to these practical tasks the caring role can also extend to providing emotional support and childcare responsibilities.

Many carers take on the role of caring without thinking twice, or noticing the effect it has on their own lives because of the close relationship they have with the person they care for.

Adult carers often experience loneliness and isolation, poor health and financial hardship. Younger carers may find it harder at school and beyond.

A carer's contribution means the person being cared has a better quality of life enabling them to:

- continue to live in a family environment;
- contribute and be included in family life;
- be more able to be included in the everyday life of their community.

While caring can be a very positive and enjoyable experience it can also mean the carer may:

- experience a greater level of stress and emotional strain that may harm their own health;
- find that they cannot keep up their social networks or other relationships and become more isolated as a result;
- become unable to continue working full- time and their income and future pension can be harmed.
- have reduced school attendance, in England it is estimated that around one in twenty young carers miss school because of their caring responsibilities.
- have lower than expected educational attainment, in England young carers have average significantly lower educational attainment at GCSE level, the equivalent to nine grades lower overall than their peers e.g. the difference between nine B's and nine C's.

¹ Clause 10 (3) The Care Act 2014

² Office of National Statistics 2011 Census

The report 'Valuing Carers 2015 – The Rising Value of Carers' Support' published by Carers UK sought to quantify the value unpaid carers contributed to the national and local economy. The report estimated that:

- in 2011, 12% of the UK population – in 2015 equal to 6.8 million people – provided unpaid care;
- the annual value of support provided by unpaid carers nationally is now £132 billion. To put this in context the annual cost of health spending stood at £134.1 billion in 2014 - 15 ;
- in Wolverhampton unpaid carers provided support to the value of £594 million per annum.

The report also noted that that the number of carers would increase as people are living longer.

The WOLVERHAMPTON Picture

27,136 people identified themselves as carers in the 2011 Census, which represents 10.8% of the whole population (249,470).

The numbers of hours that people provide care is given as:

- 15,450 provide 1 to 19 hours p/w (6.2% of the population)
- 4,278 provide 20 to 49 hours p/w (1.7% of the population)
- 7,408 provide 50 hours or more p/w (3% of the population)

The peak age for providing care is 50-64; almost 1 in 5 people in this age group provide care.

1 in 7 people aged over 65 provide care and this group provides the largest percentage of care at over 50 hours each week

The Census recorded the ethnicity of those that that identified themselves as carers:

- 12% of White British people identified themselves as carers;
- 9.9% of Asian/Asian British people identified themselves as a carer;
- 9.6% of Black/African Caribbean/Black British people identified themselves as a carer;
- 4.6% of people from a Mixed/Multiple ethnic group identified themselves as carers.

594 children and young people under 15 were identified as carers by the adult who completed the census form. Of these 52 were said to be providing 20-49 hours per week, and 69 providing in excess of 50 hours per week.

An ageing population³

As people live longer the number of older carers is almost certain to increase as will older people's need for care.

In 2015 it was estimated that that were 42,700 people aged 65 and over. This figure is estimated to increase to 45,200 by 2020 (5.8%).

Behind this headline figure rests much more significant increases in

³ Projecting Older People Population Information System 2016

population across certain age bands, for example people aged:

- 70 – 75 is expected to increase from 9,800 to 10,800 an increase of 10.2%;
- 80 plus is expected to increase from 12,700 to 14,100 (11%)
Most notable in this age group is the number of people aged 90 and over which is expected to increase from 2,200 to 2,800 an increase of 27%.

Self-Care -limiting long term conditions

Within the life time of this strategy the number of older people aged 65 and over unable to manage at least one self- care activity is forecast to increase by almost 1,000⁴.

Self- care activities include ability to: bathe, shower or wash all over, dress and undress, wash their face and hands, feed, cut their toenails or take medication

Whilst the number of adults aged 18 – 64 with a moderate or serious personal care disability is estimated to increase by almost 200 over the course of this strategy⁵.

These statistics together with increasing numbers of people with dementia strongly suggests that more people will become carers in the future.

The Care Act 2014

⁴ Projecting Older People Population Information System 2016

⁵ Projecting Adult Needs and Service Information 2016

The Care Act has brought about significant advances in the rights of carers to be recognised and, for the first time places carers as an equal to the person they care for – putting them at centre of the law and on the same equal footing⁶

The Care Act 2014 means important changes for carers, from 1 April 2015:

- Carers have the same legal rights as those for whom they care;
- Local authorities have a duty to assess all carers that have appearance of need;
- Local authorities must consider a carer's overall well-being, which includes physical, mental and emotional well-being; participation in work, education and training, and social and economic well-being;
- Carers who meet the eligibility criteria have a right to support to meet any eligible unmet needs;
- Carers have the right to be involved in the assessment of the person they care for;
- Local authorities will have a duty to recognise that carers may have their own specific information needs.

The Act requires local authorities to provide information and advice relating to care and support locally, to include:

- **Training** – learning and skills for caring;
- **Coping** – with routine caring responsibilities;
- **Managing work** – how the workplace takes into account carer's responsibilities;

⁶ The Care Act 2014

- **Local support and services** – knowing where to go close to home;
- **Benefits and finance** – assistance and independent advice available;
- **Information on assistive technology** – devices and equipment that improve daily living.

The Children and Families Act 2014

This Act updates the 1989 Children Act, which remains in force, as it extends the right to an assessment of needs to support all young carers under the age of 18 regardless of who they care for, what type of care they provide or how often they provide it.

All local authorities in England must assess whether a young carer within their area has needs for support and, if so, what those needs are, if⁷:

- it appears to the authority that the young carer may have needs for support, or
- the authority receives a request from the young carer or a parent of the young carer to assess the young carers' needs for support.

The needs assessment, which can be requested by the young carer themselves, is an important tool to ensure the young carers own needs are being met and not neglected as a result of their caring role.

The assessment must include how appropriate it is for the young carer to provide, or continue to provide, care for the person in question, in the light of the young carers' needs for support, other needs and wishes⁸.

A local authority, in carrying out a young carers' needs assessment, must have regard to the extent⁹:

- the young carer is participating in, or wishes, to participate in education, training or recreation, and to;
- which the young carer works or wishes to work.

In addition to bringing in rights for young carers to request and receive a care needs assessment the Care Act 2014 and Children and Families Act 2014 also:

- requires the development of a "whole-family approach" to assessment and support, so that young carers and their families can access appropriate assistance;
- requires councils to consider the support disabled parents and carers may need in carrying out their responsibilities to care for a child (who may potentially be a young carer);
- specify that adult services must, while carrying out assessments, identify children in the household and consider whether they are young carers

⁷ Children and Families Act 2014 S96 (1a & 1b)

⁸ Children and Families Act 2014 S96 (7)

⁹ Children and Families Act 2014 S96 (8a & 8b)

and if so whether they are children in need;

- support for young carers 'in transition' to adulthood. The Care Act requires that an assessment, of a young carers needs, if it considers that they are likely to have needs for support after becoming 18 and that the assessment would be of significant benefit to him / her;
- locally ensure there is clarity about who has responsibility for supporting young adult carers aged 18 -24 preventing needs and support.

Strategic Context

The strategic context of this strategy is set within:

The National Vision and Outcomes for Carers

The UK Government published the first National Strategy for Carers in 1999, which has subsequently been revised (2008) and updated (2010 and 2014) The needs of carers have also been recognised and strengthened in related employment and health policy, while advocating closer working between Health and Social Care.

In 2014, the Government continued its recognition of the importance of carers by releasing the 'Carers Strategy: Second National Action Plan 2014-16'. The plan identifies four priority areas for action:

Priority Area 1: Identification and recognition

- Supporting people with caring responsibilities in order to identify themselves as carers, so they can access the information, advice and support is available;
- Carers feeling their knowledge and experience are valued by health and social care professionals;
- Involving carers in planning individual care packages and in developing local strategies.

Priority Area 2: Realising and releasing potential

- Support for young carers and young adult carers;
- Support for carers of working age.

Priority Area 3: A life alongside caring

- Personalising support for carers and the people they support;
- Availability of good quality information, advice and support.

Priority Area 4: Supporting carers to stay healthy

- Impact of caring on health and wellbeing;
- Prevention and early intervention for carers within local communities;
- Supporting carers to look after their own health and wellbeing.

NHS Commitments to Carers

In 2014, NHS England published a 'Commitment to Carers' which identified eight priorities:

1. Raising the profile of carers
2. Education, training and information
3. Service development

4. Person-centred, well-coordinated care
5. Primary care
6. Commissioning support
7. Partnership links
8. NHS England as an employer

Regional Commitments to Carers

Wolverhampton Council has been working as at a regional level, through the Association of Directors of Adult Social Services (ADASS), to develop a shared commitment to carers.

In total 14 local authorities have worked collectively to put together a set of regional commitments for carers¹⁰. Wolverhampton Council is committed to working to meet these commitments.

These commitments, and those made by NHS England, form part of an on-going work programme.

Wolverhampton Council Corporate Plan

Supporting carers has a significant role to play in helping the Council achieve its' strategic priorities for the city¹¹. Where carers are supported:

- to live longer healthier lives;
- in times of need;
- to achieve their full potential.

These strategic drivers are clearly identified within the Implementation Plan that will deliver this strategy.

The Impact of Caring

Carers are unique individuals and therefore it is impossible to 'profile' a

¹⁰ Implementing the Care Act 2014 – A Commitment to West Midlands Carers

¹¹ Wolverhampton Corporate Plan 2016-2019

typical carer. However the 2011 Census helps us understand some common characteristics of caring and how this can impact on the lives of carers and their well-being.

Inequality of caring in England¹²

Women are more likely to be carers than men. Nationally 3.12m females provided one of more hours of care each week compared to 2.29m of men. This represents 11.8% of the female population and 8.9% of the male population.

Women are 2.7 times and men 2.4 times more likely to report 'not good' health if working full time and providing 50 or more hours of care each week.

The greatest health divide between unpaid carers and those providing no unpaid care is among students. Male and female students are more than 4 times more likely to have 'not good health' if they are providing 50 hours or more unpaid care each week compared those that provide no unpaid care.

The possibility of becoming a carer increases up to the age of 64. More men and women are most likely to become carer when they are aged 50 – 64, as this group are most likely to have an elderly parent to care for.

Becoming an unpaid carer in your 50's increases the chances of leaving the labour market for good, is associated with health problems and restricts social and leisure activities.

The impact of caring – a lonely experience

¹² Office for Nation Statistics: Headline information for Carers Week 10-16 June 2013

Providing care can have a significant impact on relationships with others; a report by Carers UK¹³ found that:

- 8 in 10 carers felt lonely or socially isolated;
- 49% of carers have experienced difficulties in their relationship with their partner;
- 57% of carers had lost touch with friends and family;
- 38% of carers in full time employment have felt isolated from other people at work.

The impact of caring – health and wellbeing

In their annual survey¹⁴ Carers UK found that:

- 82% of carers report that caring has had a negative impact on their health;
- 74% of carers find it difficult to get a good night's sleep;
- 47% struggle to maintain a balanced diet;
- 41% have experienced an injury or their physical health has suffered as a result of caring.

The report noted the consequence for carers' mental health with 84% of respondents saying they feel more stressed, 78% saying they feel more anxious, and 55% reporting that they have suffered from depression as a result of their caring role.

The impact of caring – financial hardship

The financial hardship that carers and the person they care for cannot be under estimated. This may be caused

by carers giving up work entirely to carry out their caring role or take lower paid, more flexible, employment. Often a drop in household income is accompanied by higher than usual household expenditure.

Carers UK's year-long Caring & Family Finances Inquiry¹⁵ found that carers can face higher; utility bills, transport costs and shopping bills. Nearly half (48%) of carers who responded to their survey were struggling to make ends meet. The survey also found that 41% are cutting back on essentials like food and heating.

Given that people beginning to care in their 50's are more likely to leave the labour market for good, there is an increased risk that they may continue to face financial hardship in their later years as a result of leaving private/employer pension schemes earlier than may otherwise have been the case.

Young Carers

A young carer is a child or young person under 18 who provides or intends to provide care for another person (either practical or emotional support).

In Wolverhampton there are around 600 young people under the age of 15, and 1,800 young people aged 16 - 24 who look after someone else who would not otherwise manage at home without their help¹⁶.

The impact of caring – a positive experience

¹³ Carers UK: Alone and Caring – isolation, loneliness and the impact of caring

¹⁴ Carers UK: State of Caring 2015

¹⁵ Carers UK (2014) Caring & Family Finances Inquiry: UK Report

¹⁶ Wolverhampton children and young people mental wellbeing needs assessment 2015

Contributing to the care of a family member or friend with a disability or illness can be a positive experience for a young person. It can be an expression of commitment and affection, which can serve to strengthen the relationship between the young person providing the care and the person receiving the care.

Providing care can also enable a young person to develop personally and to gain life skills as a result of the caring contribution they make and the responsibilities they take on.

Young carers can:

- achieve greater maturity and resilience;
- develop problem-solving and coping skills allowing them to become more independent;
- enhance their practical skills in managing money, maintaining a home, providing child care, organising appointments and liaising with professionals.

However, there is growing evidence pointing to the adverse impact on the health, educational attainment, future employment opportunities and social and leisure activities of those providing unpaid care, particularly for young carers.

The effects of caring on young carers

Hidden from View: The experiences of young carers in England¹⁷ provides a valuable insight in to some shared characteristics of young carers which not only affect their childhood and education in the here and now, but

¹⁷ Hidden from View: The experiences of young carers in England, The Children's Society 2013

also casts a shadow forward and affect their futures and prospects in later life.

Some of the key finding from the report show that young carers are:

- 1.5 times more likely than their peers to be from a black, Asian or minority ethnic communities;
- 1.5 times more likely than their peers to have a special educational need or disability;
- more likely to belong to a family where the household income is £5000 less than families that do not have a young carer;
- more likely to miss school because of their caring responsibilities.

The report also notes that young carers have significantly lower education attainment at GCSE level than their peers.

A quarter of young carers said they were bullied at school because of their caring role. Only half had received additional support from a member of school staff¹⁸

Young carers' Not in Education, Employment or Training (NEET) aged between 16 and 19 years old has a significant impact on a person's outcomes later in life.

The Department for Education¹⁹ recognises that 'Being NEET is associated with negative outcomes later in life, including unemployment, reduced earnings, poor health and

¹⁸ Young Adult Carers at School: Experiences and Perceptions of Caring and Education (Carers Trust 2013).

¹⁹ Department for Education (2013)

depression. These outcomes have a cost for both the individual and the economy.

Impact on young carers' mental health

Children and young people's mental health can be affected by their caring role, whether the condition of the person they care for is related to physical health, mental health, an addiction or frailty in older age.

A report by Carers UK²⁰ shows that young carers have worst mental health than their peers. The report notes that:

- young carers providing 50+ hours of care a week were up to five times more likely to report their general health as 'not good';
- A survey of 350 young carers found that 48% of them made them feel stressed and 44% said it made them feel tired;
- A survey of 61 young carers in school found that 38% had mental health problems.

Young Carers in Transition to Adulthood

Young carers can find the passage from been a young carer to a young adult carer complex and challenging.

Around 1 in 5 young adult carers are not in education, employment or training when they leave school²¹

A report by the Carers Trust²² found that:

²⁰ Invisible and in Distress: prioritising the mental health of England's young carers (Carers Trust 2016)

²¹ Young Adult Carers and Employment (Carers Trust 2014)

²² Young Adult Carers at College and

- Over half of young adult carers at college or university said they experienced difficulties because of their caring role and 16% were concerned they might have to drop out;
- Over three quarters of young adult carers at college or university had communicated their caring role to their college or university but nearly half still felt there was no one there who recognised them as a carer and helped them.

Wolverhampton Adult Carers – their priorities

Caring for someone is a unique and personal experience. Whilst no two caring experiences will be identical, a series of themes began to emerge through the conversations we had with carers.

These themes surrounded:

- Being acknowledged and valued as a carer. The carers we spoke to felt that they were valued and supported until something unexpected happens that interrupts the care they provide.
- The personal impact of caring; caring is a full time job, often carers have put their own life 'on hold' and forego doing the things they want to do

University (Carers Trust 2014)

- Services are not always responsive and flexible to meet the needs of carers; support is not always co-ordinated across health and social, resulting in carers repeating themselves, and respite care is not flexible to meet the needs of carers.
 - Employment; whilst employment was seen as a 'saving grace' for some, for others they were unable to balance their caring role with employment.
 - Direct Payments; whilst some carers we spoke to were already in receipt of a direct payment, others felt they were complicated but would like to learn more.
3. Want to be recognised as a carer by professionals and my knowledge and experience taken account of.
 4. Would like the Council and NHS to work more closely together to ensure so that I don't have to repeat myself.
 5. Would like more opportunities to access respite care for the person I care for.
 6. Would like someone to talk to, when I need it, to help me with my caring role.
 7. Would like more information about assistive technology to support me in my caring role.
 8. Would like to know more about local support services, close to where they live.
 9. I would like to better understand their legal rights as a carer.
 10. Would like to socialise with other carers for companionship and mutual support.

Top 10 Priorities for the future

As part of our conversations with adult carers we asked them to list the top ten things that would support them in their caring role. They told us that they:

1. Would like the Council and NHS to work together to develop a set of promises for carers, for example through a 'Carers Charter'.
2. Want employers to be 'carer friendly' recognising that carers may need to work flexibly and for them to recognise the special skills and knowledge carers can bring to them, as employees.

These priorities, identified by Wolverhampton adult carers, will form part of the Implementation Plan that will support the delivery of these priorities.

Young Carers: what they told us

Young carers were encouraged to join the conversation with carers by attending one of two workshop events, or through the completion of a paper or online questionnaire.

Impact on health and well-being

Nearly half of young carers that took part in the consultation exercise told us that caring had impacted on their health and well-being; stress and anxiety were common themes.

Some young carers reported suffering from physical pain as a result of caring for someone with a mobility problem and some told us that they feel upset and sad at times.

Most concerning is that two young carers replied anonymously **“Sad with suicidal thoughts” and “depressed, it is out of control sometimes.”**

The things young carers worry about

Young carers told us that they worry about things that are connected to their caring responsibilities, examples include:

- displays of anger from siblings they care for that have a learning disability;
- the person they care for having a fall;
- what might happen whilst they are away from home and unable to assist *“My dad can have a seizure at any time. I worry more when I’m not there”*;
- worrying about the health and wellbeing of the person they care for, that their illness might get progressively worse and their passing.

Young carers and school

Young carers see school as playing a significant role in identifying young carers and providing them with support and information.

Young carers told us that there are inconsistencies in how they are supported at school, “some schools are good and some aren’t”

A common theme is that young carers who reported receiving information and support at school seemed to cope with their education and caring role much better than those who do not.

Some of the issues faced by young carers include:

- time management, balancing their caring role with school work, homework and exams;
- tiredness and inability to concentrate;
- attendance at school including arriving late, finishing early or not attending.

Information and advice

Young carers told us that they would like information surrounding:

- their caring role and the support that they can access;
- specialist information and advice about the condition of the person they care for and appropriate caring techniques *“Help from an autism specialist on how autism affects someone’s mind.”* ;
- Information around managing their own stress.

A life alongside caring

Young carers told us that caring impacted on their social life in the following ways:

- Unable to make plans to go out as they have limited time;
- Are less likely to invite friends to their home because of their caring role;
- Time to stay in touch with friends and family is limited.

They also said that they have limited time to play computer games or engage in other social media. They tend to only be able to socialise online at night before going to sleep. By this time many of their friends are offline.

“There are new phone apps but I don’t get chance to use them. I miss out on stuff young people do.”

Future aspirations

Young carers have many aspirations for the future.

Some young carers told us that would like to go on to further and higher education, start a family, or find employment in health or professions.

However, young carers were also concerned about the impact of caring might have on these aspirations.

These concerns surround:

- the need to continue to care;
- having the time to pursue their aspirations;
- The impact caring will have had on their education.

Wolverhampton Young Carers – their priorities

Throughout the consultation process with young carers we can see that schools have a key role to play in identifying and supporting young carers to meet their priorities and aspirations for the future.

Young carers told us that their priorities are:

1. More education for all, particularly in schools, on the role of young carers and the impact it has on their lives.
2. Reassurance, encouragement and confidence building.
3. Time management techniques and resources to enable them to organise their lives to reduce the negative impact of caring.
4. Information, advice and support on how to balance caring and education.
5. Support with school work and homework such as a homework club and extra lessons.
6. Support to achieve their future goals, to access further and higher education and careers advice.
7. Information on how to support someone with a disability or long term condition.
8. Therapy and stress management techniques
9. More opportunities to engage socially
10. For a smoother transition from a young carer to adult carer

with support for young carers aged 18 – 25 years.

These priorities, identified by Wolverhampton young carers, will form part of the Implementation Plan that will support the delivery of these priorities.

Future Commissioning Intentions

The Council's Market Position Statement (MPS) provides a comprehensive base for continued change and improvement for all commissioned services in Wolverhampton.

The MPS outlines the common set of themes which will be embedded in all future commissioned intentions.

All future commissioned services, including those designed to support carers, will have to demonstrate that:

- they put the person first and promote independence;
- are outcome focused;
- use of assistive technologies, for example telecare, is maximised to its full potential;
- people receive the maximum support to maintain or regain skills that may otherwise be lost through a programme of reablement;
- services are co-produced with users and user led.

Developing the Strategy

We couldn't have developed this strategy without understanding what's important to carers and how we can work together to make a difference to

their quality of life and the person they care for.

Carers were invited to join one of a series of round table `Conversation with Carers' events where carers were invited to share their views and experiences of being a carer and identify the things they would like to see change to improve their quality of life and in turn the person they care for.

We recognise that being a carer can be a demanding role and that people are not always available to attend organised events. To help ensure that the voice of these carers was not lost carers were invited to contact the Commissioning team direct.

Implementing the Joint All Age Carer Strategy

Throughout this document we have seen that carers play a key role in the life of the person they care for, and whilst it can be a personally fulfilling experience, their commitment can have a significant impact on their own quality of life.

Both Wolverhampton City Council and Wolverhampton Clinical Commissioning Group are committed to supporting carers in their caring role and to recognise and value their on-going commitment to the person they care for.

Accompanying this Joint All Age Carer Strategy is an Implementation Plan detailing what we will do to address the priorities of carers.

The Implementation of the strategy will be overseen by a steering group made

up of representatives of both
Wolverhampton Council,
Wolverhampton Clinical Commissioning
Group and Carers.

We recognise that in the lifetime of this
strategy there will be new national
carers' strategy and that other best
practices will develop. The strategy will
be refreshed in 2018 to ensure it
reflects these changes.

Joint All Age Carer Strategy Implementation Plan – Adult Carers			
Adult Carers Priority	The things carers want us to do to support them in their caring role	What we will do and Strategic Context	Responsible Lead Person Completion Date
1.	I would like the Council and NHS to work together to develop a set of promises for carers, for example through a 'Carers Charter'	<p>We will work with carers to develop a Carers Charter that delivers a set of promises for carers that demonstrate both organisations work closely to enhance the carers' experience.</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 1; identification and recognition</p> <p>NHS Commitment to Carers; raising the profile of carer</p> <p>NHS Commitment to Carers; person centred, well-coordinated care</p> <p>NHS Commitment to Carers; partnership links</p> <p>ADASS regional commitment to carers; committed to involving carers in the production and implementation of their plans and strategies</p> <p>ADASS regional commitment to carers; to work with health partners to promote and encourage implementation of the NHS England Commitment to Carers</p> <p>Wolverhampton Corporate Plan; helping people to live longer healthier lives</p>	Carers Implementation Group December 2016

<p>2.</p>	<p>I want employers to be 'carer friendly' recognising that carers may need to work flexibly and for them to recognise the special skills and knowledge carers can bring to them, as employees.</p>	<p>We will work with local employers to promote carer friendly employment practices.</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 1; identification and recognition</p> <p>National Vision and Outcomes, Priority Area 2; realising and releasing potential</p> <p>National Vision and Outcomes, Priority Area 3; a life alongside caring</p> <p>NHS Commitment to Carers; NHS England as an employer</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential</p>	<p>Employers</p>
<p>3.</p>	<p>I want to be recognised as a carer by professionals and my knowledge and experience taken account of</p>	<p>This priority will be incorporated in the development of a Carers Charter, as detailed in Priority 1.</p> <p>Strategic links:</p> <p>National vision and outcomes; identification and recognition of carers</p> <p>NHS Commitment to Carers; person centred, well-coordinated care</p> <p>NHS Commitment to Carers; raising the profile of carer</p> <p>ADASS regional commitment to carers; adopt the Care Act</p>	<p>Carers Implementation Group September 2016</p>

		and whole family approach when carrying out assessments and care planning	
4.	I would like the Council and NHS to work more closely together to ensure so that I don't have to repeat myself	<p>This priority will be incorporated in the development of a Carers Charter, as detailed in Priority 1.</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 1; identification and recognition of carers</p> <p>NHS Commitment to Carers; person centred, well-coordinated care</p> <p>NHS Commitment to Carers; partnership links</p>	Carers Implementation Group July 2016
5.	I would like more opportunities to access respite care for the person I care for	<p>We will review existing arrangements for respite care and where necessary we will remodel existing service provision to ensure transparency and flexibility to meet the needs of carers.</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 4; supporting carers to stay healthy</p> <p>ADASS regional commitment to carers; impact on a carers well-being is considered equally to that of the person they care for</p> <p>NHS Commitment to Carers; person centred, well-coordinated care</p>	Carers Implementation Group March 2017

		<p>Wolverhampton Corporate Plan; helping people in times of need</p>	
6.	<p>I would like someone to talk to, when I need it, to help me with my caring role.</p>	<p>The remodelled carer support groups (Priority 10) will provide the opportunity for carers to offer mutual support to each other.</p> <p>The Council Carer Support Service will continue to offer information and advice to carers to ensure they have access to local support</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 4; supporting carers to stay healthy</p> <p>ADASS regional commitment to carers; impact on a carers well-being is considered equally to that of the person they care for</p> <p>Wolverhampton Corporate Plan; helping people in times of need</p>	<p>Carers Implementation Group December 2016</p>
7.	<p>I would like more information about assistive technology to support me in my caring role.</p>	<p>Wolverhampton Council is committed to increasing the take up of assistive technology as part of their preventative agenda.</p> <p>We will monitor the take up of assistive technology and support carers to understand the scope of equipment available and how it can help them as carers.</p>	<p>Carers Implementation Group September 2016</p>

		<p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 1; identification and recognition of carers</p> <p>National Vision and Outcomes, Priority Area 2; realising and releasing potential</p> <p>National Vision and Outcomes, Priority Area 3; a life alongside caring</p> <p>National Vision and Outcomes, Priority Area 4; supporting carers to stay healthy</p> <p>NHS Commitment to Carers; education, training and information</p> <p>ADASS regional commitment to carers; committed to improving carers' access to training, knowledge and skills</p> <p>ADASS regional commitment to carers; committed to supporting a range of preventative services to support carers and those whom they care for</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential</p>	
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8.	I would like to know more about local support services, close to where I live	<p>We will promote local support services as part of the remodelled community based carer support groups.</p> <p>We will review current channels of communication designed to promote carer support groups to ensure effectiveness and value for money</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 1; identification and recognition of carers</p> <p>National Vision and Outcomes, Priority Area 2; realising and releasing potential</p> <p>National Vision and Outcomes, Priority Area 3; a life alongside caring</p> <p>National Vision and Outcomes, Priority Area 4; supporting carers to stay healthy</p> <p>ADASS regional commitment to carers; committed to improving carers access to training, knowledge and skills.</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential & helping people in times of need</p>	<p>Carers Implementation Group September 2016</p> <p>March 2017</p>
9	I would like to better understand my legal	Specialised Information and support for carers is available from the Council's Carer Support Team.	Carers Service December 2016

	rights as a carer	<p>The Carer Support Team has been active in promoting the legal rights of carers. We will ensure that a planned programme of events is developed to promote carers understanding of their legal rights.</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 1; identification and recognition of carers</p> <p>National Vision and Outcomes, Priority Area 2; realising and releasing potential</p> <p>National Vision and Outcomes, Priority Area 3; a life alongside caring</p> <p>National Vision and Outcomes, Priority Area 4; supporting carers to stay healthy</p> <p>ADASS regional commitment to carers; ensuing, when required, that independent advocates are available equally to carers and the adults they care for</p> <p>ADASS regional commitment to carers; committed to improving carers access to training, knowledge and skills.</p>	
10	I would like to socialise with other carers for companionship and mutual support.	<p>Wolverhampton Council is in the process of remodelling carer support groups. The remodelling will ensure that there are a range of groups to reflect the diversity and interests of carers.</p> <p>New groups will be supported by experienced staff from the</p>	Carers Implementation Group March 2017

		<p>Council's Carer Support Service. It is anticipated that the new model for carer support groups will be effective from August 2016. We will review current channels of communication designed to promote carer support groups to ensure effectiveness and value for money</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 3; a life alongside caring</p> <p>ADASS regional commitment to carers; committed to supporting a range of preventative services to support carers and those whom they care for.</p> <p>ADASS regional commitment to carers; committed to improving carers access to training, knowledge and skills.</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential</p>	
Joint All Age Carer Strategy Implementation Plan Young Carers			
Young Carers Priorities	The things carers want us to do to support them in their caring role	What we will do and Strategic Context	Responsible Lead Person/Team Completion Date
1	More education for all, particularly in schools, on the role of young carers and the impact it	<p>We will engage with schools to identify Young Carers Champions and enlist the Peer Support Network to educate peers on what being a young carer means.</p> <p>Strategic links:</p>	Young Carers Implementation Group December 2016

	has on their lives.	<p>National Vision and Outcomes, Priority Area 1; identification and recognition of carers</p> <p>ADASS regional commitment to carers; Improving carers' access to training, knowledge and skills.</p> <p>ADASS regional commitment to carers; supporting a range of preventative services to support carers and those for whom they care.</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential & helping people to live healthier lives</p>	
2	Reassurance, encouragement and confidence building.	<p>The Young Carers Champions to mentor young carers to make their attendance at school a positive experience.</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 2; realising and releasing potential</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential</p>	Young Carers Implementation Group December 2016
3	Time management techniques and resources to enable them to organise their lives to reduce the	<p>Young carers to develop a means of achieving this priority with the Young Carers Champion and Pastoral Care Teams.</p> <p>Strategic links:</p>	Young Carers Implementation Group December 2016

	<p>negative impact of caring.</p>	<p>National Vision and Outcomes, Priority Area 2; realising and releasing potential</p> <p>National Vision and Outcomes, Priority Area 3; a life alongside caring</p> <p>ADASS regional commitment to carers; Improving carers' access to training, knowledge and skills.</p> <p>ADASS regional commitment to carers; committed to supporting a range of preventative services to support carers and those for whom they care.</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential & to lead healthier lives</p>	
4	<p>Information, advice and support on how to balance caring and education.</p>	<p>A young carer's school week to include a support session so that this priority can be achieved.</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 3; a life alongside caring</p> <p>National Vision and Outcomes, Priority Area 3; a life alongside caring</p> <p>ADASS regional commitment to carers; committed to supporting a range of preventative services to support carers and those for whom they care.</p> <p>Wolverhampton Corporate Plan; helping people achieve their</p>	<p>Young Carers Implementation Group December 2016</p>

		full potential	
5	Support with school work and homework such as a homework club and extra lessons	<p>A young Carer to be encouraged to attend extra curriculum activities and to tell the Young Carer's Champion if this is proving difficult.</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 1; identification and recognition of carers</p> <p>National Vision and Outcomes, Priority Area 2; realising and releasing potential</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential</p>	Young Carers Implementation Group December 2016
6	Support young carers to achieve their future goals, to access further and higher education and careers advice.	<p>We will engage with schools and Wolverhampton Connexions to identify ways support could be improved</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 2; realising and releasing potential</p> <p>ADASS regional commitment to carers; Improving carers access to training, knowledge and skills</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential</p>	Young Carers Implementation Group March 2017
7	Information on how to support someone with a	We will engage with health professions to identify ways to improve access to information	Young Carers Implementation Group

	disability or long term condition.	<p>Strategic links:</p> <p>ADASS regional commitment to carers; Improving carers access to training, knowledge and skills</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential</p>	December 2016
8	Therapy and stress management techniques	<p>We will engage with health professions to identify ways support carers experiencing stress</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 4; supporting carers to stay healthy</p> <p>ADASS regional commitment to carers; Improving carers access to training, knowledge and skills</p> <p>Wolverhampton Corporate Plan; supported in times of need</p>	Young Carers Implementation Group December 2016
9	More opportunities to engage socially	<p>We will engage with young carers, commissioned providers of young carer services and 'The Way' to identify opportunities for young carers to engage socially</p> <p>Strategic links:</p> <p>National Vision and Outcomes, Priority Area 3; a life alongside caring</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential</p>	Young Carers Implementation Group December 2016

PUBLIC
[NOT PROTECTIVELY MARKED]

10	Smoother transition from young carer to adult carer with support for young carers aged 18 – 25 years.	<p>We will work with children and adult social care services to improve the transition process</p> <p>Links to:</p> <p>National Vision and Outcomes, Priority Area 2; realising and releasing potential</p> <p>Wolverhampton Corporate Plan; helping people achieve their full potential</p> <p>Wolverhampton Corporate Plan; supported in times of need</p>	Young Carers Implementation Group March 2017
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Appendix 2

CITY OF
WOLVERHAMPTON
C O U N C I L

Joint All Age Carer Strategy

2016 – 2020

Executive Summary


***Wolverhampton
Clinical Commissioning Group***

Executive Summary

Introduction

For the first time The Care Act 2014 and the Children and Families Act 2014 has brought about significant advances in the rights of carers to be recognised and their needs met.

Carers play a critical role in supporting someone who would otherwise be unable to look after themselves; often putting the needs of the cared for person before themselves. There is no age barrier to becoming a carer; some become a carer for the first time at an earlier age, whilst for others it can be later in life.

Often carers will help the person they care for with everyday tasks such as helping someone to bed, getting them to up in the morning, helping them to wash and dress, making of meals and help with toileting.

Many carers take on the role of caring without thinking twice, or noticing the effect it has on their own lives because of the close relationship they have with the person they care for.

The Strategic Context

The Joint All Age Carers Strategy was developed following a six week consultation exercise with both young and adult carers and is set in the strategic context of:

- The National Vision and Outcomes for Carers
- NHS Commitments to Carers
- Association of Directors of Adult Social Services regional commitment to carers
- Wolverhampton Council's Corporate Plan
-

Wolverhampton by Numbers

There are over 27,000 carers in Wolverhampton. Over half of these provide one – 19 hours of care each week. However, there is a sizable proportion (26%) that provide over 50 hours of care each week

The peak age range for becoming a carer is 50 – 64. Almost one in five people in this age group provide care. However, one in seven older carers aged 65 and over are more likely to provide over 50 hours of care each week.

As people live longer the number of older carers is almost certain to increase as will older people's need for care. Within the lifetime of this strategy the number of older people aged 70 and over is projected to increase by almost 2,400. This includes a 600 increase in the number of people aged 90 and over.

By 2020 the number of people aged 65 and over unable to manage at least one self-care activity is forecast to increase by almost 1,000. Whilst the number of adults

aged 18 – 64 with a moderate or serious personal care disability is estimated to increase by almost 200.

Self-care activities include ability to: bathe, shower or wash all over, dress and undress, wash their face and hands, feed, cut their toenails or take medication.

The Impact of Caring

While caring can be a very positive and enjoyable experience it can also mean the carer may:

- experience a greater level of stress and emotional strain that may harm their own health;
- find that they cannot keep up their social networks or other relationships and become more isolated as a result;
- be unable to continue working full-time and their income and future pension can be harmed.

Caring in Wolverhampton – Adults

As part of the consultation process we asked carers about their caring role and how it had impacted on their own lives. Some common themes emerged through our conversations with carers.

- **Being acknowledged and valued as a carer.**
 - The carers we spoke to felt that they were valued and supported until something unexpected happens that interrupts the care they provide.
- **The personal impact of caring**
 - Caring is a full time job, often carers have put their own life 'on hold' and forego doing the things they want to do.
- **Services are not always responsive and flexible to meet the needs of carers;**
 - Support is not always co-ordinated across health and social, resulting in carers repeating themselves, and respite care is not flexible to meet the needs of carers.
- **Employment**
 - Whilst employment was seen as a 'saving grace' for some, for others they were unable to balance their caring role with employment.
- **Direct Payments**
 - Whilst some carers we spoke to were already in receipt of a direct payment, others felt they were complicated but would like to learn more.

As part of the consultation process adult carers were invited to tell us what their ten priorities for the future were. These priorities can be grouped and described as:

- Closer working between health and social care
- Being recognized and valued as a carer by professionals and in the work place
- More information regarding assistive technology, their legal rights as a carer and telecare
- More opportunities to meet and socialise with other carers

Caring in Wolverhampton – Young Carers

As part of the consultation process we asked young carers about their caring role and how it had impacted on their own lives. Some common themes emerged through these conversations.

- **Health and Well Being of the Carer**
 - Caring had impacted on their health and well-being; stress and anxiety were common themes;
- **Health and Wellbeing of those Cared for**
 - Young carers told us that they worry about the health and wellbeing of the person they care for, that their illness might get progressively worse and their passing;
- **Time management**
 - Balancing their caring role with school work, homework and exams
- **Education**
 - Attendance at school including arriving late, finishing early or not attending was a concern for young carers.

Young Carers identified a number of priorities for the future that would support them in their caring role. Common themes emerged that are primarily around support to enable them to balance their caring responsibilities with their education.

Young carers also told us that they would like:

- More education for all, particularly in schools, on the role of young carers and the impact it has on their lives.
- Support to achieve their future goals, to access further and higher education and careers advice.
- Information on how to support someone with a disability or long term condition.

- For a smoother transition from a young carer to adult carer with support for young carers aged 18 – 25 years.

Next Steps – Implementing the Strategy

The implementation of the strategy will be overseen and driven by a Strategy Steering Group made up of representatives of both Wolverhampton Council, Wolverhampton Clinical Commissioning Group and Carers.

Progress reports will be presented to the Health and Well-Being Board, Joint Integrated Commissioning Board and the Council’s Scrutiny Panel.

The following table outlines the priorities of carers, proposed actions and timeframes.

Adult Carer Priorities	What we will do	When
I would like the Council and NHS to work together to develop a set of promises for carers, for example through a ‘Carers Charter’.	We will work with carers to develop a Carers Charter that delivers a set of promises for carers that demonstrate both organisations work closely to enhance the carers’ experience.	December 2016
I want employers to be ‘carer friendly’ recognising that carers may need to work flexibly and for them to recognise the special skills and knowledge carers can bring to them, as employees.	We will work with local employers to promote carer friendly employment practices.	
I want to be recognised as a carer by professionals and my knowledge and experience taken account of.	This priority will be incorporated in the development of a Carers Charter.	September 2016
I would like the Council and NHS to work more closely together to ensure so that I don’t have to repeat myself.	This priority will be incorporated in the development of a Carers Charter.	July 2016
I would like more opportunities to access respite care for the person I care for.	We will review existing arrangements for respite care and where necessary we will remodel existing service provision to ensure transparency and flexibility to meet the needs of carers.	March 2017
I would like someone to talk to, when I need it, to help	We will remodel carer support groups to provide	Remodelling carer support groups is

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[NOT PROTECTIVELY MARKED]

<p>me with my caring role.</p>	<p>the opportunity for carers to offer mutual support to each other.</p> <p>We will review current channels of communication designed to promote carer support groups to ensure effectiveness and value for money.</p>	<p>currently work in progress</p> <p>December 2016</p>
<p>I would like more information about assistive technology to support me in my caring role.</p>	<p>We will monitor the take up of assistive technology and support carers to understand the scope of equipment available and how it can help them as carers.</p>	<p>September 2016</p> <p>Process will be reported on quarterly as part of the implementation of the Joint All Age Carer Strategy</p>
<p>I would like to know more about local support services, close to where I live.</p>	<p>We will promote local support services as part of the remodelled community based carer support groups.</p> <p>We will review current channels of communication designed to promote carer support groups to ensure effectiveness and value for money.</p>	<p>September 2016</p> <p>March 2017</p>
<p>I would like to better understand my legal rights as a carer.</p>	<p>The Carer Support Team has been active in promoting the legal rights of carers. We will ensure that a planned programme of events is developed to promote carers understanding of their legal rights.</p>	<p>December 2016</p>
<p>I would like to socialise with other carers for</p>	<p>Remodel existing carer support groups and</p>	

<p>companionship and mutual support.</p>	<p>encourage and support the development of new groups to reflect diversity and interests of carers.</p> <p>We will review current channels of communication designed to promote carer support groups to ensure effectiveness and value for money.</p>	<p>March 2017</p>
<p>Young Carer Priorities</p>	<p>What we Will Do</p>	<p>When</p>
<p>More education for all, particularly in schools, on the role of young carers and the impact it has on their lives.</p>	<p>We will engage with schools to identify Young Carers Champions and enlist the Peer Support Network to educate peers on what being a young carer means.</p>	<p>December 2016</p>
<p>Reassurance, encouragement and confidence building.</p>	<p>The Young Carers Champions to mentor young carers to make their attendance at school a positive experience.</p>	<p>December 2016</p>
<p>Time management techniques and resources to enable them to organise their lives to reduce the negative impact of caring.</p>	<p>Young carers to develop a means of achieving this priority with the Young Carers Champion and Pastoral Care Teams.</p>	<p>December 2016</p>
<p>Information, advice and support on how to balance caring and education.</p>	<p>A young carer's school week to include a support session so that this priority can be achieved.</p>	<p>December 2016</p>
<p>Support with school work and homework such as a homework club and extra lessons.</p>	<p>A young Carer to be encouraged to attend extra curriculum activities and to tell the Young Carer's Champion if this is proving difficult.</p>	<p>December 2016</p>

Support to achieve their future goals, to access further and higher education and careers advice.	We will engage with schools and Wolverhampton Connexions to identify ways support could be improved.	March 2017
Information on how to support someone with a disability or long term condition.	We will engage with health professions to identify ways to improve access to information.	December 2016
Therapy and stress management techniques.	We will engage with health professions to identify ways support carers experiencing stress.	December 2016
More opportunities to engage socially.	We will engage with young carers, commissioned providers of young carer services and 'The Way' to identify opportunities for young carers to engage socially.	March 2017
Smoother transition from young carer to adult carer with support for young carers aged 18 – 25 years.	We will work with children and adult social care services to improve the transition process.	March 2017

Cabinet Meeting

20 July 2016

Report title	The Joint Commissioning of Independent Living Service	
Cabinet member with lead responsibility	Councillor Sandra Samuels Cabinet Member for Adults	
Key decision	Yes	
In forward plan	Yes	
Wards affected	All	
Accountable director	Linda Sanders, Strategic Director, People	
Originating service	Commissioning, Older People	
Accountable employee(s)	Paul Smith	Head Of Commissioning - Older People
	Tel	01902 555318
	Email	Paul.Smith@wolverhampton.gov.uk
	Kathy Roper	Head of Commissioning - All Age Disability & Mental Health
	Tel	01902 555097
	Email	Kathy.Roper@wolverhampton.gov.uk
Report has been considered by	Strategic Executive Team 28 June 2016 People Leadership Team 20 June 2016	

Recommendation(s) for action or decision:

Cabinet is recommended to:

1. To approve the joint commissioning to facilitate the delivery of a joint equipment service with the Wolverhampton Clinical Commissioning Group (CCG) across health and social care.

1.0 Purpose

- 1.1 To approve the development of a commissioning plan to jointly commission the community equipment element of the Independent Living Service (ILS) with Wolverhampton CCG.

2.0 Background

- 2.1 The Council is progressing an ambitious development of its services in line with the Care Act policy drivers. One of the key strategic objectives is that care is delivered closer to home and that services are designed and commissioned in recognition of people's desire to remain at home. The strategic aim is to support people earlier and reduce, defer and delay the need for more intensive support by having better information, increased alternatives of less intensive care to help our people maintain their lives.

- 2.2 The vision is to commission an integrated community equipment function in its entirety and to showcase technology, aids to daily living and community equipment to the wider public; the model will include demonstration facilities, encourage visitors to 'try before you buy', support the marketing of the citywide Better Care Technology offer, offer guided self-purchase and act as the centrepiece of trusted advice for technology and equipment across the city.

- 2.3 It is intended that all commissioning activity will be progressed with a common set of embedded themes:

- Personalisation
 - Maximisation of the use of Better Care Technology (Telecare)
 - Delivery of the corporate savings objectives
 - Deliver priorities of the Corporate Plan
- **Promoting and enabling healthy lifestyles**
 - **Promoting independence for older people**
 - **Strengthening families where children are at risk**
 - **Enabling communities to support themselves**
 - **Keeping the City Safe**
 - **Challenging and supporting schools to provide the best education**

- 2.4 The ILS is an in-house service which provides social care and health equipment to people in the community for both adults and children. This service is funded by City of Wolverhampton Council (CWC) and Wolverhampton CCG. This has been a joint service for a number of years.

- 2.5 The service provides equipment to residents of Wolverhampton who have difficulties with their daily activities because of disability, illness or old age. The service covers all age groups and is a City wide service.
- 2.6 The service is essential to the prevention of admission to hospital or care facilities by helping to maintain people's independence, health and safety in their own homes and can lessen the need for extensive care packages.
- 2.7 The report will focus on the warehousing, stock management and infrastructure to support the equipment for both social care and health provision which is the community equipment element of the Independent Living Service.
- 2.8 There are a number of elements of ILS that are currently out of scope within the content of this report as outlined below;
- Occupational Therapy –This assessment function will remain within CWC
 - Adaptations – Based within the service and subject to a separate review
 - Sensory equipment
 - Telecare – Based within the service and subject to a separate review

3.0 Current Position

- 3.1 The CCG commission their community equipment service via their community contract with the Royal Wolverhampton Trust (RWT). The ILS also provides the community equipment. This is a historical arrangement that the CCG does not wish to continue. Funding is paid to the CWC from RWT in relation to health related items, such as pressure relieving equipment. These funds contribute towards the running costs of the service proportionate to the level of service provided for health needs, and fund the provision of equipment. This is not a joint budget, RWT make a contribution to the service for specified activities. The provision of health related equipment is managed through the NHS Standard Contract.
- 3.2 Paediatric equipment is provided to families from a number of sources, the CCG fund some paediatric equipment via the ILS, some equipment is provided through education and an element is commissioned via RWT. Having a single equipment service would benefit families and professionals as it would reduce the need to purchase multiple pieces of equipment for children.
- 3.3 In January 2016 the CCG gained approval from Commissioning Committee for the health element of equipment services to go out to tender with a scheduled timeline of contract award of December 2016 and a transition period from January –March 2017.
- 3.4 It is recognised that these services are valued by service users, carers and professionals. As part of the Customer First element of the Council's Business Review Model the gathering of customer feedback via Survey Monkey and face to face interviews has been undertaken. The aim of the project was to gain an understanding of the customer experience/perceptions of the existing service.

4.0 Activity Analysis

4.1 The table below outlines the activity analysis for the service over the period of 2015/16

	Quantity
Total number of items of equipment that were issued in the year	21,022
Total number of items of equipment that were returned in the year	10,953
Total number of items of equipment that were recycled in the year	10,536
Total number of Items of equipment that were scrapped in the year	1,364

5.0 Rationale for Externalisation

5.1 As part of delivering transformation and successful outcomes, the overarching intention is to help people maintain as much control and independence as possible thus achieving and supporting corporate objectives. The impact of equipment and assistive technology is a fundamental aspect of the customer pathway and can bring significant benefits to both social care and health partners, by:

- Enabling people to live in the community for longer
- Reducing the need for care packages
- Reducing residential and hospital admissions
- Facilitating early discharge

5.2 Commissioning social care and health equipment separately would not enable the commissioners or the services to promote independence and well-being or to tackle the demographic pressures which will lead to increased demand for health and social care in the future. This option would mean that the public /users/professionals would see a less effective and efficient equipment service due to the fragmentation of the service .It does not support the philosophy of integration that puts the needs and experience of people at the centre of how services are organised and delivered.

5.3 A jointly commissioned service must incorporate the following principles into any new model and pathways for the delivery. The service must:

- As part of the Better Care Fund have plans to integrate between social care and the NHS by 2017, to be implemented by 2020
- Respond to the funding partners as stated above
- Reflect appropriate risk sharing across partners
- Ensure that financial contributions matches activity
- Be cost effective

- Support customers/patients through their journey of prevention, reablement and specialist care
- Flexible enough to respond to changing demand
- Be compliant with all necessary standards and legislation.

5.4 Based on market intelligence it is believed that efficiencies would be achieved through the procurement of equipment at a more competitive cost by:

- Reducing the number of suppliers
- Rationalising the ordering process
- Reducing the number of requisitions and streamlining of the ordering process

6.0 Commissioning Intentions

6.1 To commission a local integrated service that can provide all community equipment to meet the assessed needs of children and adults, and provide a local service that other organisations e.g. education, RWT can also purchase equipment from, thereby achieving value for money and local expertise.

7.0 Financial implications

7.1 The annual budget for the Independent Living Service is £1.9 million. The amount of budget that would be applicable to the services within the scope of this report, and therefore available for the provision of an externalised equipment service, is £1.3 million.

7.2 The budgeted income contribution from RWT of £574,000 and corresponding activity has been excluded. This is not a pooled budget arrangement and the CCG does not wish to continue this arrangement.

7.3 Market intelligence suggests that efficiencies would be generated through externalisation of services. However, further work needs to be undertaken to identify the potential impact on the budget.
[AJ/11072016/H]

8.0 Legal implications

8.1 The externalisation of the community equipment element of the ILS and commissioning of the service with Wolverhampton CCG is designed to assist the CWC implement the provisions of the Care Act 2014, with regard to delivering care and services in the community, either at or closer to the service users' homes.

8.2 Due to the fact that the Independent Living Service is to be externalised, there is the strong likelihood that the existing staff will be subject to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"), as amended by The Collective Redundancies & Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014, thereby protecting their employment rights.

8.3 The Council's Contract Procedure Rules require all procurements to be tendered in line with the Public Contract Regulations 2015 and the its own CPR rules. The Public Contract Regulations 2015 does allow for joint procurement however all contracting authorities concerned in the procurement shall be responsible for fulfilling the obligations under the Regulations.

[RB/11072016/A]

9.0 Equalities implications

9.1 An initial equality screening has been undertaken which shows there is some evidence of lower take up by men and there are some equality monitoring gaps with the present approach. These equality issues will be addressed by the new approach so that Councillors can be confident that the proposal will meet the legal obligations of the bodies entering into this joint work.

10.0 Environmental implications

10.1 There are no environmental implications associated with this report.

11.0 Human resources implications

11.1 There are human resource implications associated with this report. The recommendations will be implemented in line with the Council's Human Resources Policies and Procedures and negotiations with Trade Unions. If any of these services are subject to TUPE implications there may be associated costs.

12.0 Corporate landlord implications

12.1 The ILS operates from Units 4-6 Racecourse Road, Dunstall Hill and this building is leased by the Council on a five year term commencing on 27 January 2015 for an annual rent of £51,000, increasing to £55,000 by 2018. Major adaptation works were carried out to the building to accommodate the ILS service.

12.2 The Council has the option to terminate the lease on 26 January 2018 and would need to provide notice of six months prior to this date. There would be the requirement for the CWC to remove all the furniture and fittings prior to lease termination. The estimated termination cost for the lease is £200,000.

12.3 The Council will be subject to dilapidations (cost yet to be determined) at the end of the lease as there is a requirement to return the premises in the same state that the property was in before occupation.

12.4 There is a possibility of being able to sub-let the building to a tenant; however this is unlikely given the short lease that would potentially be available.

12.5 Until the point of either a sub-lease or lease termination the Council will be liable for the annual rent, business rates and running costs.

13.0 Schedule of background papers

13.1 N/A

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Cabinet Meeting

20 July 2016

Report title	Wolverhampton's tenant management organisations updated modular management agreements	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor Peter Bilson Housing and City Assets	
Key decision	Yes	
In forward plan	Yes	
Wards affected	Heath Town; Low Hill and Bushbury South; Oxley	
Accountable director	Lesley Roberts, Strategic Director Housing	
Originating service	Housing Services	
Accountable employee(s)	Kenny Aitchison	Service Manager – Housing Strategy and Development Tel 01902 554841 Email kenny.aitchison@wolverhampton.gov.uk
Report to be/has been considered by	Improving the City Housing Board Strategic Executive Board	22 June 2016 5 July 2016

Recommendation(s) for action or decision:

The Cabinet is recommended to:

1. Delegate authority to the Cabinet member for Housing and City Assets and the Strategic Director for Housing to approve the final versions of the updated modular management agreements and their associated schedules and to instruct the Council's Authorised Officer to seal the documents on behalf of the Council

Recommendations for noting:

The Cabinet is asked to note:

1. The progress being made in updating the management agreements for each of the tenant management organisations.

1.0 Purpose

- 1.1 The purpose of this report is to seek delegated authority to the Cabinet member for Housing and City Assets and the Strategic Director for Housing from Cabinet to approve the final versions of the new updated modular management agreements and their associated schedules.

2.0 Background

- 2.1 The Council has four long standing tenant management organisations (TMO) who manage council housing on behalf of the Council under the Right to Management Regulations.

TMO	Established	No of properties
New Park Village	1993	298
Springfield Horseshoe	1995	273
Bushbury Hill	1998	842
Dovecotes	2006	828

- 2.2 Each of the TMO has a management agreement with the Council that sets out the responsibilities of the TMO and Council and what services are delivered by the TMO. Since each of the TMO was formed the regulations governing the Right to Manage have been updated twice but the management agreements remain in their original form and are badly out of date. For instance all of them pre-date the formation of Wolverhampton Homes.
- 2.3 The latest update of the Right to Manage Regulations was in December 2013. Part 2 of the Right to Manage (2013) Regulations sets out a modular management agreement (MMA) template and this format is the only one accepted by Department for Communities and Local Government. The existing TMO management agreements do not comply with the 2013 version of the MMA.
- 2.4 In April 2016, the Council appointed Open Communities to act as consultant and work with the Housing Strategy Team and the TMO to draft a new MMA and update the schedules that define the activity and performance standards for each of the TMO.

3.0 Progress to date

- 3.1 The drafting of the modular management agreements (MMA) for each of the four TMOs is now complete and agreed with each of the TMOs. The final agreements and schedules will need to be approved by the Boards of each of the TMO in line with their constitutions or articles of association before they can be signed.
- 3.2 Work is well under way to complete the associated schedules attached to the MMA. This is where the detail of how the TMOs deliver services to tenants is described and will vary between TMOs.

- 3.3 The format of the schedules has been changed for each of the TMOs since their existing management agreements were entered into. The new format provides a service description and where responsibility lies for services and what the performance standard is. Any retained services by the Council are then split between the Council and Wolverhampton Homes. The existing agreements predate the formation of Wolverhampton Homes.
- 3.4 Meetings between Open Communities and the TMOs have taken place regularly with both committee members and staff. Fortnightly project team meetings have taken place with each of the TMOs, the Council and on occasion Wolverhampton Homes present. Separate meetings with Wolverhampton Homes Lettings, Income Recovery and Repairs have also taken place. Open Communities have also met with Council Finance and Legal.
- 3.5 The attached spreadsheet Appendix 1 lists the progress of each of the schedules for each of the TMOs and provides dates for when the outstanding ones will be completed.
- 3.6 The project is on programme to complete by the end of July. Attached at Appendix 2 is an example of the modular management agreement which sets the principles of the new agreements and the required schedules. Cabinet is being asked to delegate authority to the Cabinet Member for City Housing and Assets and the Strategic Director Housing to approve the final versions and to instruct the Council's authorised signatory to seal the agreements after they have been approved by the TMO boards.

4.0 Financial implications

- 4.1 The contract with Open Communities is for a fixed price.
- 4.2 Although one of the Chapters in the MMA and three schedules deal specifically with the financial relationships between the Council and the TMOs, the allowances are paid are not being reviewed. The amount of allowances paid each year to each TMO is frozen until 2020.
[JB/11072016/C]

5.0 Legal implications

- 5.1 There are no legal impediments to the Council agreeing the continuation of the MMA's. The new MMA will be a legal contract between the Council and each individual TMO and will set out in detail the responsibilities of both the Council and the TMO.
- 5.2 Section 27AB of the Housing Act 1985 requires the Council to delegate its housing management function to a Tenant Management organisation where, as here, such a proposal is supported by tenants.
[TS/11072016/H]

6.0 Equalities Implications

6.1 The TMOs work within the Council's equalities policies and equalities will be within a schedule within the new management agreements. A full equalities analysis is not required as the MMA and Schedules are being updated to fit current legislation and practice and will therefore be compliant.

7.0 Environmental implications

7.1 This report does not have any direct environmental implications. However effective management of the council's housing estates should result in an improved environment.

8.0 Human resources implications

8.1 There are no human resources implications resulting from this report.

9.0 Corporate landlord implications

9.1 This report deals exclusively with council housing stock within the Housing Revenue Account, therefore has no corporate landlord implications.

10.0 Schedule of background papers

10.1 Cabinet 24 July 2013 Tenant Management Organisations Management Agreements

Department for Communities and local Government – Right to Manage Regulations 2013

All TMOs - Schedules

Version 21.6.16.

		Required	Generic or specific	Who provides?			Draft	Agreed
				TMO	CWC	WH		
Chapter 1								
Schedule 1	Property included in Management Agreement	Y	Specific		Y		12.5.16.	√
Schedule 2	Equal Opportunities Policies and Procedure	Y	Specific	Y			NP	
Schedule 3	Supervision Notice Policy and Procedure	Y	Generic		Y		√	√
Annex A	Copy of the TMO's Constitution	Y	Specific				√	√
Chapter 2								
Schedule 1	Functions and Performance Standards of the TMO and the Council in Respect of Repairs	Y	Specific		Y	Y	30.7.16.	
Schedule 2	Procedure for consultation on Major Works	Y	Generic			Y	NP	
Schedule 3	Procedures and Performance Standards for entering into and supervising Major Works	Y	Generic			Y	NP	
Schedule 4	The TMO's Major Works Functions	Y	Specific			Y	NP	
Schedule 5	Procedure for repairs arising from events covered by the Council's Building Insurance	Y	Generic		Y	Y	NP	
Schedule 6	Function and performance standards of the TMO and the Council in respect of Estate Services	Y	Generic		Y	Y	NP	
Schedule 7	Improvements Policy and Procedure	Y	Generic		Y	Y	16.6.16	√
Schedule 8	Right to Repair Policy and Procedure	Y	Generic		Y	Y	13.6.15.	√
Chapter 3								
Schedule 1	Rent Collection and Arrears control procedure	Y	Generic		Y		16.6.16.	√
Schedule 2	Tenant Service Charge procedure	Y	Generic		Y		N/A	
Chapter 4								
The schedule	Service Charge procedures	Y	Generic				N/A	
Chapter 5								
Schedule 1	Calculation and payment of allowances	Y	Generic with specific				22.7.16.	
Schedule 2	Financial Procedures	Y	Specific	Y			22.7.16.	
Schedule 3	Accounts and Audit	Y	Generic		Y		22.7.16.	
Chapter 6								
Schedule 1	Introductory Meetings for Housing Applicants	Y	Generic		Y		N/A	√
Schedule 2	Selection of Tenants Policy and Procedure	Y	Generic specific	Y	Y			√
Schedule 3	Introductory Tenancies	Y	Generic		Y	Y		√
Schedule 4	Tenancy Agreement and changes procedure	Y	Generic		Y			√
Schedule 5	Breach of tenancy agreement, term of a lease, or covenant in a freehold transfer	Y	Generic		Y			√
Schedule 6	Anti-Social Behaviour and Harrassment Policy and Procedure	Y	Generic		Y	Y		√

Clause	Title	Options	Clause	Title	Options
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- Clause 1 Responsive Option A or B
- Clause 2 Function of Option A or B
- Clause 6 Major Wor Option A, B, or C
- Clause 9 Repairs cov Option A, or B
- Clause 10 Provision of Option A, B, C or D

- Clause 2 Rent Collec Option A, B, C, D or E
- Clause 3 Rent Arrea Option A, B, or C
- Clause 4 Collection Option A, B, C or D
- Clause 5 Former Ter Option B or C
- Clause 6 Housing Be Option A, B or C
- Clause 8 Notification of Rent Charges
- Clause 9 Payment to the Council of Rent Due
- Clause 10 Voids Allowance
- Clause 11 Bad Debts and Write Offs
- Clause 12 Voids and Rent Waivers

- Clause 3 Service Cha Option A or B
- Clause 4 Service Cha Option A, B or C
- Clause 5 Consultatic Option A or B
- Clause 7 Other provision under Landlord and Tenant Act 1985
- Clause 8 Payment of Service Charges

- Clause 2 Payment o Option A, or B
- Clause 3 Payment o Option A, or B
- Clause 4 The TMOs Option A, B, C or D
- Clause 8 Reserve Fu Option A or B
- Clause 9 Major Works Account
- Clause 10 Financial Report and Surplus Fund
- Clause 12 Interest on late payments
- Clause 13 Set off payments

- Clause 3 Selection o Option A, B, or C
- Clause 4 Transfers Option A, B, or C
- Clause 14 Right to Assign to restricted category of persons
- Clause 15 Application to Sublet

Schedule 7	Residents Disputes Policy and Procedure	Y	Generic		Y	Y		√	
Schedule 8	Mutual Exchanges Policy and procedure	Y	Generic		Y	Y		√	
Schedule 9	Sub Letting Policy	Y	Generic		Y	Y		√	
Schedule 10	Giving Consents	Y	Generic		Y	Y		√	
Schedule 11	Right to Buy: Enquiries before exchange of contracts	Y	Generic		Y			√	
Annex A	The Tenancy Agreement	Y	Generic		Y		17.5.16.	√	
Annex B	Succession Policy	Y	Generic		Y		17.5.16.	√	
Chapter 7									
Schedule 1	Staff Transferred under the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE)	N						N/A	
Schedule 2	The Secondment arrangements for Council Staff	N						N/A	
Schedule 3	Liason Officer Role and Responsibilities	Y	Generic		Y			√	
Schedule 4	Management Complaints Policy and Procedure	Y	Generic		Y	Y	NP	√	
Schedule 5	Alternative Dispute Resolution Procedure	Y	Generic		Y			√	
Schedule 6	Arbitration Procedure	Y	Generic		Y			√	
Annex	The Recruitment Policy, Disciplinary Procedure and Standard Terms and conditions for Staff	Y	Specific	Y			LM	√	
Chapter 8									
The Schedule	Key Performance Indicators	Y	Specific		Y				
The Annex	Comparators	Y	Specific		Y				

- Clause 5 Introducto Option A, or B
- Clause 6 Variations Option A, B or Cor D
- Clause 7 Breach of t Option A, B, C or D
- Clause 8 Ending and Option A or B
- Clause 9 Anti Social Option A, B or C
- Clause 10 Residents' Option A or B
- Clause 11 Unlawful O Option A or B
- Clause 12 Void Dwell Option A, B or C
- Clause 13 Right to Ex Options A or B
- Clause 16 Right to Succession
- Clause 18 Right to Buy and Sales
- Clause 19 Enquiries before exchange of contracts
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- Clause 18 Disputes ar Option 1 or 2



Department for
Communities and
Local Government

The Right to Manage Guidance

Modular Management Agreement for Tenant Management
Organisations

Part 2
Wolverhampton City Council
Tenant Management Organisation

DRAFT

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An individual Agreement entered into by a Tenant Management Organisation and a Council will consist of:

- i) the non-optional clauses of the Modular Management Agreement;
- ii) the optional clauses in the Modular Management Agreement chosen by the parties, within the constraints specified in the Modular Management Agreement;
- iii) Annexes;
- iv) the Schedules referred to in the Modular Management Agreement and listed in the Contents at the end of each Chapter, after the list of the clauses constituting that Chapter.

The Schedules have to comply with the statutory guidance, given under the Housing (Right to Manage) Regulations 2012 by the Secretary of State, and this is set out in the Guidance on the Schedules. This publication also contains non-statutory guidance, prepared by DCLG. The non-statutory guidance which, unlike the statutory guidance, is not binding, is intended to assist Tenant Management Organisations and Councils to prepare the Schedules to their individual Agreements.

This agreement

is made the day of 20

BETWEEN Wolverhampton City Council AND Estate Management Board Ltd.

(called "the Council" in this Agreement)

(called "the Tenant Management Organisation" in this Agreement)

This Agreement is made under section 27 of the Housing Act 1985 and the Housing (Right to Manage) Regulations 2012.

The Council agrees for the Tenant Management Organisation to exercise, in relation to –

- a) those of its dwellings as are specified in Schedule 1 to Chapter 1 of this Agreement; and
- b) other land specified in that Schedule, being land held for a related purpose, such of the Council's management functions as are specified in this Agreement, on the terms set out in it.

The Council and the Tenant Management Organisation agree to act in accordance with the terms of this Agreement.

Terms that appear in Bold Letters are defined in Chapter 9.

This Agreement is sealed with the Council's common seal with the authority of the Council.

Signed
Authorised signature

This Agreement is sealed with the Tenant Management Organisation's common seal by resolution of the Tenant Management Organisation.

Signed Committee Member

Signed Committee Member

Note: the sealing clause is to be adapted as appropriate.

This Modular Management Agreement for Tenant Management Organisations is approved by the Secretary of State under regulation 16(2) of the Housing (Right to Manage) Regulations 2012, and replaces that approved in 1994.

Clause 18(1)(f) of Chapter 1 of the 1994 Modular Management Agreement permits a Tenant Management Organisation and a local housing authority to agree to vary an agreement they have entered into on the basis of the 1994 Modular Management Agreement, to conform to this Modular Management Agreement.

Chapter 1

General Provisions of the Agreement

1 Parties to the Agreement

1.1 This Agreement is made between the Council and the Tenant Management Organisation.

2 The Council and the Property

2.1 The Council is a local housing authority under Part 2 of the Housing Act 1985. The Council is the freehold or leasehold owner of the **Property** which constitutes the subject-matter of this Agreement and has management functions in respect of it. The dwellings and land constituting the **Property** are listed in Schedule 1 (**Property included in the Management Agreement**) and in this Agreement, unless a contrary intention appears:

- a) a reference to a dwelling shall be construed as a reference to a dwelling listed in that Schedule (a "Property dwelling");
- b) a reference to a tenant, leaseholder, freeholder or lawful occupier shall be construed as a reference to a tenant, leaseholder, freeholder or lawful occupier of a **Property dwelling**.

3 The Tenant Management Organisation

3.1 The **Tenant Management Organisation** is an organisation registered under the provisions of the Co-operative and Community Benefit Societies Act 2014, previously Industrial and Provident Societies Act 1965. The **Tenant Management Organisation's** constitution is set out in Annex A.

3.2 While this Agreement is in force the **Tenant Management Organisation** will not amend its constitution without first getting the Council's permission in writing. The Council will not withhold or delay giving its permission without good reason. At no time may the **Tenant Management Organisation** amend its constitution so that it no longer meets the conditions in regulation 4 (1) of the **Right to Manage Regulations**.

4 Statement of Exercise of Management Functions under the Right To Manage

4.1 The Council agrees for the **Tenant Management Organisation** to carry out those of its management functions as are specified in this Agreement, which is derived entirely from the **Modular Management Agreement** that has been approved by the Secretary of State under regulation 16 (2) of the **Right to Manage Regulations**.

4.2 Nothing in this Agreement gives the **Tenant Management Organisation** any ownership or other legal rights, or imposes any obligations in respect of the **Property** other than the right to manage and maintain the **Property**. Nothing in this Agreement affects the Council's legal relationship with its tenants or leaseholders and the Council retains its statutory, contractual and common law obligations to them and all other clauses in this Agreement are subject to this clause.

5 Starting Date

5.1 (*Option A: The same Starting Date for all functions exercised by the Tenant Management Organisation.*) The **Tenant Management Organisation** will exercise the functions it has agreed to exercise under this Agreement from the **Starting Date** of [] until the date on which this Agreement is ended in accordance with clause 20.

6 The Tenant Management Organisation's Exercise of Management Functions

- 6.1 The **Tenant Management Organisation** will carry out management functions for the **Property** in accordance with the terms of this Agreement.
- 6.2 In carrying out these functions the **Tenant Management Organisation** will comply with the Council's legal obligations.
- 6.3 The **Tenant Management Organisation** may, with the consent of the Council, appoint another person to carry out management functions.
- 6.4 The **Tenant Management Organisation** agrees to exercise its functions in accordance with the performance standards set out in the Schedule to Chapter 8. The **Tenant Management Organisation** also agrees that in exercising its functions it will have regard to the duties of the Council to meet the requirements of a best value authority under the provisions of Part I of the Local Government Act 1999 and orders made under that Part.
- 6.5 The **Tenant Management Organisation** will comply with obligations imposed by law on the Council in so far as such obligations apply to the **Tenant Management Organisation**, and obligations imposed by law on the **Tenant Management Organisation**.

7 Insurance

- 7.1 The Council will insure against the following risks: (*Drafting note: specify here the insurance risks against which the Council will insure.*)
- 7.2 The Council remains liable for risks it has not insured against. It will not pass on to the **Tenant Management Organisation** any costs that arise from not insuring against those risks.
- 7.3 The **Tenant Management Organisation** will arrange insurance with an insurer approved by the Council, a level that the Council may reasonably require covering the following risks arising out its obligations under this Agreement:

*(Drafting note: specify here the insurance risks against which the **Tenant Management Organisation** will insure, being risks arising out of the management functions the **Tenant Management Organisation** is exercising under this Agreement.)*

8 Exclusion of Section 27(13) of The Housing Act 1985 and general Indemnity

8.1 The Council and the **Tenant Management Organisation** agree, under the provisions of section 27(15)(a) of the Housing Act 1985, that the provisions of section 27(13) of that Act do not apply to any management function of the Council exercisable by the **Tenant Management Organisation** under this Agreement. Accordingly, the **Tenant Management Organisation** will indemnify the Council against any loss or damage which the Council suffers as a result of an error or failure by the **Tenant Management Organisation** in fulfilling its obligations under this Agreement or as a result of such an error or failure by another person appointed by the **Tenant Management Organisation** in accordance with clause 6.3.

8.2 Subject to the provisions of clause 1 of Chapter 7 in respect of the transfer of employees, the Council will indemnify the Tenant Management Organisation against any loss or damage which the Tenant Management Organisation suffers as a result of an error or failure by the Council in fulfilling its obligations under this Agreement or as a result of such an error or failure by a contractor.

9 Confidentiality

9.1 The **Tenant Management Organisation** will treat as strictly confidential all information in its possession in relation to tenants, leaseholders and freeholders of a dwelling. The **Tenant Management Organisation** will use such information only for the purpose of fulfilling its obligations under this Agreement. The **Tenant Management Organisation** will not give the information to or permit it to be seen by any other person or organisation except with the express advance written consent of the tenant, leaseholder or freeholder concerned, unless it is required to do so by law.

9.2 The Council will treat all information about tenants, leaseholders and freeholders of a dwelling as strictly confidential except where it is necessary for the Council to use such information to fulfil its statutory obligations.

9.3 In fulfilling their respective obligations under this Agreement the Council and the **Tenant Management Organisation** will register if necessary as data users and comply with the requirements of the Data Protection Act 1998.

9.4 The **Tenant Management Organisation** agrees to publish a Code of Confidentiality.

10 Equal Opportunities

10.1 The **Tenant Management Organisation** will act in accordance with its **Equalities and Diversity Policy and Procedures** set out in Schedule 2. The **Tenant Management Organisation** will operate equal opportunities policies and procedures in exercising all of its functions under this Agreement. By implementing equal opportunities policies and procedures the **Tenant Management Organisation** will

ensure that it does not discriminate against any person. The protected characteristics groups referred to Equalities Act 2010 are disability, gender reassignment, marriage and civil partnership, race, religion or belief, sex and sexual orientation. This includes criminal convictions, HIV and AIDs, class and appearances.

10.2 The **Tenant Management Organisation** will have regard to any current guidance issued with central government approval.

10.3 The **Tenant Management Organisation** will supply the following persons with a statement of the **Tenant Management Organisation's Equalities and Diversity Policy and Procedures**:

- a) every member of the **Tenant Management Organisation**;
- b) every person applying for a tenancy of a dwelling; and
- c) any other person requesting a copy, upon payment of a reasonable charge.

10.4 The **Tenant Management Organisation** will keep proper records of the implementation of its **Equalities and Diversity Policies and Procedures** in all aspects of its work including:

- a) the letting of vacant dwellings and the admission of members;
- b) the employment of staff;
- c) committee membership;
- d) racial, neighbourhood or other harassment and tenancy disputes;
- e) the appointment of and employment of contractors or consultants; and
- f) the delivery of services to the tenants and leaseholders of dwellings.

11 Training

11.1 So that the **Tenant Management Organisation** has the necessary skills and knowledge to fulfil its obligations under this Agreement the **Tenant Management Organisation** will ensure that its members, committee members and staff have access to training opportunities, including training in:

- a) Tenant Management Organisation rules, committee skills and democratic decision making;
- b) understanding of the meaning of equality of opportunity and how the Tenant Management Organisation puts its equalities and diversity policies into practice;
- c) the **Tenant Management Organisation's** obligations and the performance standards referred to in this Agreement; and

d) the skills and knowledge required to enable the **Tenant Management Organisation** to fulfil its obligations to the standards referred to in this Agreement or the statutory guidance.

11.2 The **Tenant Management Organisation** will have reasonable access to training run by the Council which is necessary for the **Tenant Management Organisation** to fulfil its obligations under this Agreement, including training on new legislation, council policies and procedures and the Council's management systems which the **Tenant Management Organisation** has adopted.

11.3 The Council will, within the resources available to it, make every effort to meet any written request for assistance to enable the **Tenant Management Organisation** to fulfil its training obligations as set out in clause 11.1.

11.4 The **Tenant Management Organisation** will prepare a training plan at the beginning of each financial year. A report on the training undertaken by **Tenant Management Organisation** members and staff in the previous twelve months will be presented at the **Tenant Management Organisation's** AGM. A copy of this report will be sent to the Council.

12 Information to Tenants

12.1 The **Tenant Management Organisation** will provide the tenants and leaseholders of dwellings with information about the workings of the **Tenant Management Organisation**.

13 Conflicts of Interest

13.1 The **Tenant Management Organisation** will provide in its standing orders that a committee member, officer or employee of the **Tenant Management Organisation** will declare any private or personal interest in any matter related to the carrying out of his or her obligations or functions. A person who has declared such an interest will neither attend the discussion leading to a decision on the matter nor vote on it. The **Tenant Management Organisation** will, in reaching its decision on the matter, ensure that corrupt, undue or unfair personal gain is avoided.

13.2 Committee members and officers of the **Tenant Management Organisation** will declare their personal business interests in a register of interests, which will be kept up to date. The register will be kept at the **Tenant Management Organisation's** main office. It will be open to inspection during the **Tenant Management Organisation's** normal office hours by any person wishing to inspect the register, subject to reasonable notice being given.

14 Right To Represent

14.1 Where a tenant, leaseholder or freeholder requests the **Tenant Management Organisation** to act as his or her representative in dealings with the Council, the Council will accept the **Tenant Management Organisation** as such a representative.

14.2 Where the **Tenant Management Organisation** requests the Council to recognise it to represent the collective interests of its members, the Council will comply with that request.

15 Council's Right of Access to Dwellings

15.1 The Council will have the right of access to a dwelling to carry out the management functions it retains under this Agreement or in accordance with its legal obligations. The Council will give the **Tenant Management Organisation** four hours' notice (except in emergency where immediate access without notice is reasonably required).

15.2 Where the Council exercises its right of access to a dwelling under a tenancy or leasehold agreement, it will give notice to the **Tenant Management Organisation** at the same time as it gives notice to the tenant or leaseholder.

15.3 In exercising a right of access the Council will cause as little disturbance, nuisance or annoyance as possible to residents in a dwelling and will make good to the **Tenant Management Organisation's** reasonable satisfaction any damage caused in exercising the right.

15.4 Nothing in this clause gives the Council the right to enter any tenanted part of a dwelling unless this is permitted under the relevant tenancy agreement.

16 Interpretation of this Agreement and General Provisions

16.1 Where a clause in this Agreement has the words "clause not included" this indicates that an optional clause in the **Modular Management Agreement** has not been chosen. This keeps the numbering of clauses in this Agreement the same as in the **Modular Management Agreement**.

16.2 All of the Schedules in this Agreement are agreed between the Council and the **Tenant Management Organisation** and, except where a Schedule is constituted by a list of property items or services or it is otherwise stated, are in accordance with guidance given by the Secretary of State under regulation 16 of the **Right to Manage Regulations** and contained in the Guidance on the Schedules.

16.3 The **Tenant Management Organisation** is required to operate in an open and transparent way. The **Tenant Management Organisation** constitution must ensure that all tenants and leaseholders are entitled to become members and require the Board to be fully accountable to its members. The **Tenant Management Organisation** must publish a Code of Governance, which has regard to the Code of Governance for Tenant Management Organisations published by the National Federation of Tenant Management Organisations. The Code of Governance should incorporate policies requiring transparency in relation to, for example: confidentiality, conflicts of interest, minutes of meetings and finance.

16.4 The following interpretation provisions in relation to this Agreement apply:

- a) a reference in this Agreement to an Act of Parliament or a Statutory Instrument is a reference to that Act or Statutory Instrument as amended from time to time;
- b) a reference to a numbered clause in a Chapter is, unless a different Chapter is specified in relation to that clause, a reference to the clause bearing that number in that Chapter, and a reference to a numbered Schedule in a Chapter is, unless a different Chapter is specified in relation to that Schedule, a reference to the Schedule bearing that number to that Chapter;
- c) words in the singular include the plural, and *vice versa*;
- d) words importing the masculine gender include the feminine, and *vice versa*; and
- e) where the Agreement provides that a party to the Agreement “will” perform some action, this is to be interpreted as providing that that party accepts as a term of this Agreement that it will perform that action, and that failure to do so will constitute a breach of the Agreement.

17 Decision to Continue this Agreement

- 17.1 At each Annual General Meeting after the second anniversary of the **Starting Date**, the **Tenant Management Organisation** will consider a resolution stating that it wishes to continue managing the **Property** under the terms of this Agreement. Should such a resolution be rejected by a simple majority vote at the Annual General Meeting, the **Tenant Management Organisation** will hold a Special General Meeting within 30 days to consider the giving of the three months’ notice of termination of this Agreement under the provisions of clause 20.2.4 below.
- 17.2. At least every five years the **Tenant Management Organisation** will consult with all the tenants and leaseholders of dwellings, through either a secret ballot or an anonymous questionnaire, whether this Agreement should continue. The purpose of the consultation will be to ascertain:
- a) opinion as to the effectiveness of the **Tenant Management Organisation** as manager of the **Property**; and
 - b) whether:
 - i) the majority of those responding; and
 - ii) the majority of secure tenants responding, wish the **Tenant Management Organisation** to continue as manager of the **Property** under this Agreement.
- 17.3 If the majority of those responding to the consultation and a majority of secure tenants responding do not wish the **Tenant Management Organisation** to continue as manager of the **Property**, the **Tenant Management Organisation** will have the right to hold a secret ballot within three months of the date on which the outcome of the consultation is announced.

17.4 The **Tenant Management Organisation** will inform the Council of the result of any consultation exercise under clause 17.2 above within 21 days of the date of the ballot or, as the case may be, within 21 days of the closing date for returning the questionnaire. If a ballot is held under clause 17.3 and the majority of those voting and a majority of secure tenants voting still do not wish the **Tenant Management Organisation** to continue as manager of the **Property** the **Tenant Management Organisation** will give notice to end the Agreement under clause 20.2.4.

18 Variations to this Agreement

18.1 This Agreement may be varied in the following ways:

- a) by the **Tenant Management Organisation**:
 - i) obtaining certification by an **Approved Assessor** that, in relation to additional management functions that the **Tenant Management Organisation** wishes to exercise which are included as options in the **Modular Management Agreement**, the **Tenant Management Organisation** has the required level of competence; and
 - ii) then giving the Council at least four months written notice, or such other period as may be agreed, that it has decided by a simple majority vote at a general meeting to take on those management functions, in which case this Agreement will be varied by adopting the appropriate clauses of the **Modular Management Agreement**.
- b) by the **Tenant Management Organisation**, giving the Council at least four months written notice, or such other period as may be agreed, that it has decided by a simple majority vote at a general meeting to cease exercising a management function specified in this Agreement and that it wishes the Council to resume exercising that management function. The Agreement will be varied by adopting the appropriate optional clauses in the **Modular Management Agreement**;
- c) by the Council and the **Tenant Management Organisation** agreeing to replace or amend a Schedule to this Agreement, provided that the new or amended Schedule satisfies the requirements that were satisfied by the Schedule being replaced or amended;
- d) by the Council and the **Tenant Management Organisation** agreeing to vary the Agreement by selecting different options from the **Modular Management Agreement**;
- e) by the Council and the **Tenant Management Organisation** agreeing, under clause 10.2 of Chapter 2, that the Council will take over the **Estate Services** that have been provided by the **Tenant Management Organisation**;
- f) where the Secretary of State modifies the **Modular Management Agreement**;
- i) where the modifications are required in consequence of a change in primary or subordinate legislation, by the **Tenant Management Organisation** or the Council

giving notice to the other party requesting that the clauses in this Agreement requiring to be modified be replaced by the modified clauses;

- ii) where the modifications do not fall within paragraph (i), by the **Tenant Management Organisation** and the Council agreeing to replace the clauses in this Agreement corresponding to the modified clauses with those clauses.

Modifications within either paragraph (i) or (ii) may also include the renumbering of clauses in this Agreement that are identical in content with clauses in the modified **Modular Management Agreement** in accordance with the numbering in that **Modular Management Agreement**;

- g) by the Council terminating the operation of Option C or Option D of clause 3 of Chapter 6 in accordance with the provisions of clause 3.10 of Option C or, as the case may be, clause 3.11 of Option D.

Where the variation falls within paragraphs (a) to (f) the Agreement as varied will come into force on a date agreed by the Council and the **Tenant Management Organisation**.

- 18.2 Variations to the Agreement in accordance with clauses 18.1 a), b), d), e) And f) will be effected by a Deed of Variation signed and sealed by the council and the **Tenant Management Organisation**. The variations will come into effect at the date specified in the Deed of Variation. The Deed of Variation will state the adjustment to the **Allowances**, if any, arising from the variation made.

- 18.3 The Council and the **Tenant Management Organisation** agree that the effect of:

- a) a tenant of a dwelling exercising the **Right to Buy** his or her home under the provisions of Part 5 of the Housing Act 1985;
- b) a leaseholder exercising the **Right to Enfranchise** under the Leasehold Reform, Housing and Urban Development Act 1993; or
- c) the application of regulation 9(4)(b) of the **Right to Manage Regulations**, which permits a further proposal notice under the **Right to Manage** to be served by tenants in **Tenant Management Organisations** which manage more than 2,500 homes to form their own smaller **Tenant Management Organisation**, will be to vary this Agreement in the appropriate manner solely by virtue of this clause. Such a variation will come into effect, together with the necessary adjustments to the **Allowances**, from the date on which the **Right to Buy** or the **Right to Enfranchise** purchase is completed or the relevant **Starting Date** of the management agreement under the **Right to Manage** comes into force.

19 Failure To Perform [Link to Chapter 7 and Chapter 8]

- 19.1 Without affecting any other rights the Council may have under this Agreement or in law the following provisions of this clause will apply where the Council is of the opinion that there has been a failure to perform by the **Tenant Management Organisation**.

- 19.2 Subject to the provisions of clause 19.9, in the event of the **Tenant Management Organisation** failing to exercise a management function or a management task to the performance standards referred to in clause 1 of Chapter 8, or where there has been a financial breach by the **Tenant Management Organisation**, the Council will work with the **Tenant Management Organisation** to develop, agree and implement an **Improvement Plan** to improve the performance in order to reach those standards or prevent serious financial breaches.
- 19.3 In order to assist with the development of an **Improvement Plan** with which the **Tenant Management Organisation** is in agreement, the Council may, in the first instance, appoint an independent person to advise on the performance standards of the **Tenant Management Organisation**, the action proposed by the Council, and the views of and to recommend to the Council and the **Tenant Management Organisation** the steps that should be taken, to be included in the **Improvement Plan**, to deal with the problems that have arisen. The consent of the **Tenant Management Organisation** is required that the person proposed by the Council for these purposes may so act, but such consent is not to be unreasonably withheld.
- 19.4 In the event of the **Tenant Management Organisation** failing to implement the **Improvement Plan** (including such failure following the appointment of an independent person in accordance with clause 19.3 and any recommendations made by him), the Council may serve a **Breach Notice** on the **Tenant Management Organisation**. Within 21 days of receipt of a **Breach Notice** the **Tenant Management Organisation** will remedy the breach or notify the Council in writing why it cannot remedy the breach within this period, and specify the date by which the breach will be remedied.
- 19.5 If the breach is not remedied within 21 days of receipt of a **Breach Notice**, or within such other reasonable period as specified in the notice, or the Council does not accept the adequacy of the reasons given by the **Tenant Management Organisation** why it cannot remedy the breach within this period, or does not accept the date specified by the **Tenant Management Organisation** as the date by which the breach will be remedied, the Council may serve a **Warning Notice**, warning the **Tenant Management Organisation** that unless the breach is remedied within a specified period the functions specified will be removed from the functions being exercised by the **Tenant Management Organisation**.
- 19.6 If the **Tenant Management Organisation** has not corrected the breach within the specified period of receiving the **Warning Notice**, the Council may in writing terminate the **Tenant Management Organisation's** exercise of the functions specified in the **Breach Notice** and **Warning Notice** from a specified date. The **Tenant Management Organisation** will have to wait 24 months (or such shorter period as the Council may decide) before it can resume exercising the functions by virtue of the application of clause 18.1.a).
- 19.7 Without affecting any other rights the **Tenant Management Organisation** may have under this Agreement or at law:

- 19.7.1 if the Council does not fulfil any of its obligations in respect of management functions not being exercised by the **Tenant Management Organisation** under this Agreement or its obligations under this Agreement, the **Tenant Management Organisation** may serve a **Failure Notice** on the Council; and
- 19.7.2 within 21 days of receipt of a **Failure Notice** the Council will remedy the failure or notify the **Tenant Management Organisation** in writing why the Council cannot remedy the failure within this period and specify the date by which the failure will be remedied.
- 19.8 In the event of any management function becoming exercised again by the Council under the terms of clause 19.6 the **Allowances** will be reduced by an amount (calculated in accordance with Schedule 1 to Chapter 5) which reflects the reduction in the number of management functions exercised by the **Tenant Management Organisation**.
- 19.9 Where the Council is satisfied that there are serious failings of the **Tenant Management Organisation** as described in clause 6.7 of Chapter 8, the Council may serve a **Supervision Notice** in respect of all of the **Tenant Management Organisation's** management functions or those of its management functions that are specified in the **Supervision Notice**. The provisions of Schedule 3 (**Supervision Notice Policy and Procedure**) shall apply to **Supervision Notices** and the action that can be taken after a **Supervision Notice** has been served.
- 19.10 The effect of the service of a **Supervision Notice** is that the relevant management functions become exercisable by direction of the Council from such date as is specified in the Notice and for such period as is specified in the Notice, unless the Council specifies a shorter period after the Notice has been served.
- The initial period specified in the Notice shall not exceed six months, and the Council may on the expiry of the initial period specify an additional period not exceeding three months and, when that period expires, a further additional period not exceeding three months.
- 19.11 Where the Council proposes to serve a **Supervision Notice** on the **Tenant Management Organisation**, in a case where a **Special Review** has not taken place, the **Tenant Management Organisation** may require the Council to appoint an independent person to advise on the reasonableness of the Council's action in all of the circumstances of the case and make recommendations on the content of the proposed **Supervision Notice**. The Council will appoint an independent person when required to do so by the **Tenant Management Organisation**, and will accept any recommendations made by him unless it is satisfied that there are exceptional circumstances which make it inappropriate for it to do so. The provisions of Schedule 3 will apply to the appointment of the independent person and the procedures to be followed by him. The consent of the **Tenant Management Organisation** is required that the person proposed by the Council for these purposes may so act, but such consent is not to be unreasonably withheld.
- 19.12 Where the relevant conditions set out in the **Supervision Notice** are satisfied, the Council will restore to the **Tenant Management Organisation** the exercise of those

functions specified in the **Supervision Notice** in respect of which the relevant conditions are satisfied, by serving a **Supervision Termination Notice** on the **Tenant Management Organisation**, which will specify the date from which the exercise of those functions will be restored.

20 Ending this Agreement

20.1 This Agreement will continue until ended in one of the ways set out in this clause.

20.2 This Agreement will end:

20.2.1 upon service of a written notice by the Council if the **Tenant Management Organisation**:

- a) becomes insolvent;
- b) has a receiver appointed;
- c) makes an arrangement with its creditors; or
- d) passes a resolution for voluntary winding up.

20.2.2 if the **Tenant Management Organisation** has passed a resolution to end this Agreement at a duly General Meeting and the Council agrees in writing that it will end on a date agreed by the parties;

20.2.3 if the **Tenant Management Organisation** has passed a resolution to end this Agreement at a duly convened General Meeting and gives the Council at least three months' written notice of the date on which the Agreement will end;

20.2.4 if the **Tenant Management Organisation**, having failed to secure a mandate to continue as manager of the **Property** under clause 17, gives the Council three months' written notice to end this Agreement;

20.2.5 on the expiry of three months' written notice given to the **Tenant Management Organisation** by the Council if the **Tenant Management Organisation** has received a **Warning Notice** from the Council under the provisions of clause 19.5, and either:

- i) the **Tenant Management Organisation** has failed to remedy the breach or initiate the necessary action to remedy the breach to the reasonable satisfaction of the Council, or
- ii) the **Tenant Management Organisation** has not taken the necessary steps to transfer the relevant functions to the Council under clause 18.1b).

20.2.6 on the expiry of the period specified in a **Supervision Notice** under clause 19.9, including any further period that is specified, where the relevant conditions set out in the Notice have not been satisfied by the **Tenant Management Organisation**. The Council will give the **Tenant Management Organisation** at least three months'

notice in writing at the end of the initial period or the first additional period, that a **Supervision Termination Notice** is not to be served on it.

- 20.2.7 if the Council sells or transfers its ownership or interest in the **Property**; or
- 20.2.8 on the date a **Right to Enfranchise** purchase is completed, if the **Tenant Management Organisation** has given the Council at least one month's written notice that the reduction in the number of dwellings or the change in its obligations is such that the **Tenant Management Organisation** wishes to end the Agreement.
- 20.3 Prior to the sale or transfer of its ownership or interest in the **Property** and consequent ending of this Agreement under clause 20.2.7, the Council undertakes to use its best endeavours to ensure that the successor landlord enters into a similar agreement with the **Tenant Management Organisation**.
- 20.4 Any notice to end this Agreement will expire on the last day of a month unless given under clause 20.2.3.
- 20.5 If this Agreement ends the Council will within one month of the date on which the Agreement ends give written notice to the Secretary of State.
- 20.6 The ending of this Agreement will not affect any rights or liabilities of the **Tenant Management Organisation** or the Council that have arisen under this Agreement before the date on which it ends including, in particular, the following rights or liabilities:
- a) Chapter 1, clause 8: the general indemnities;
 - b) Chapter 3, clause 9: the payment of rent due;
 - c) Chapter 4, clause 8: the payment of service charges and ground rent collected;
 - d) Chapter 5, clause 8.3 and 9.2: the payment of the balance of funds; and
 - e) Chapter 7, clause 1: the indemnity in respect of staff.
- 20.7 If this Agreement ends the **Tenant Management Organisation** will within three months of the end of this Agreement produce an account and balance sheet as at the date on which this Agreement ends.
- 20.8 If this Agreement ends any monies paid to the **Tenant Management Organisation** to carry out its management functions under this Agreement that remain in the **Tenant Management Organisation** accounts (except the surplus account) once creditors have been paid will be returned to the Council within **3** months.
- 20.9 If this Agreement ends the **Tenant Management Organisation** will as soon as is reasonably practicable hand over to the Council such information and records as the Council may reasonably require for the future management of the **Property**.

20.10 If this Agreement ends the **Tenant Management Organisation** will as soon as is reasonably practicable hand over to the Council any property listed under Paragraph 3 of Schedule 1 which is owned by the Council.

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Chapter 2

Repairs, Maintenance and Services Provision

1 Functions of the Tenant Management Organisation in respect of responsive and planned maintenance repairs

Functions of the Tenant Management Organisation in respect of Responsive and Planned Maintenance Repairs *Link to clause 2, Option B.*

(Option B: The Tenant Management Organisation may carry out those classes of Responsive and Planned Maintenance Repairs that it wishes providing that the division of repair functions is practicable. The Allowances [Chapter 5, clause 1] must be adequate to cover the repair works the Tenant Management Organisation takes on.)

- 1.1 The **Tenant Management Organisation** will exercise **Management Functions** in respect of the classes of **Responsive** and **Planned Maintenance Repairs** listed in Annex A to Schedule 1 (**Functions and Performance Standards of the Tenant Management Organisation and the Council in respect of Repairs**), being classes of repair that it is practicable for the **Tenant Management Organisation** to carry out, subject to the provisions of clauses 8 and 9 and the provisions in relation to classes of repair included in a **Major Works** programme.
- 1.2 Nothing in this clause will impose upon the **Tenant Management Organisation** an obligation to repair, redecorate or maintain:
 - 1.2.1 any fixture, fitting or appliance provided by a tenant, leaseholder or freeholder as an alteration or improvement except where the Council would be under an obligation to repair, redecorate or maintain it;
 - 1.2.2 any part of a **Property dwelling** or any fixture, fitting or appliance in a **Property dwelling** which is in need of repair or maintenance because of any defect in the design or construction of the **Property dwelling** or the manufacture of any fitting, appliance or component part (unless funds for such repairs have been included in the **Allowances**, see Chapter 5 clause 1); or
 - 1.2.3 any part of a **Property dwelling** or any fixture, fitting or appliance which a tenant, leaseholder or freeholder is under an obligation to maintain under his or her tenancy, lease or freehold transfer.
- 1.3 The **Tenant Management Organisation** agrees to make good any damage and to carry out repairs to any dwelling (including redecoration) which may be needed as a

result of the **Tenant Management Organisation** carrying out the **Responsive and Planned Maintenance Repairs** it has agreed to carry out under this clause.

- 1.4 The **Tenant Management Organisation** will carry out repairs that would otherwise be carried out by the Council under Option B, clause 2.1 where the expected cost of those repairs is less than an amount agreed in writing by the Council and the **Tenant Management Organisation**.

2 Function of the Council in respect of repairs

(Option B: The Council continues to exercise some of its repairing functions.)

- 2.1 Subject to Option B, clause 1.4, the Council will carry out all repairs to any dwelling that are not listed in Annex A to Schedule 1 that are within its repairing obligations as landlord, or under the terms of a freehold transfer. Such repairs include, but are not restricted to, those listed in Annex B to Schedule 1.
- 2.2 The Council agrees to make good any damage and to carry out repairs to any dwelling (including redecoration) which may be needed as a result of the Council carrying out repairs under this clause.

3 Failure to repair

- 3.1 In carrying out repairs under clause 1, the **Tenant Management Organisation** will meet the standards and time scales agreed between it and the Council and set out in Schedule 1.
- 3.2 In carrying out repairs under clause 2, the Council will meet the standards and time scales agreed between it and the **Tenant Management Organisation** and set out in Schedule 1.
- 3.3 If, in the opinion of the **Tenant Management Organisation**, the Council is not carrying out a repair that it has agreed to carry out or which is within its repairing obligation as landlord, or is not meeting the standards and time scales set out in Schedule 1, the **Tenant Management Organisation** may inform the Council in writing of the repair required in a **Repair Notice**.
- 3.4 If, in the opinion of the Council, the **Tenant Management Organisation** is not carrying out a repair that it has agreed to carry out or is not meeting the standards and time scales set out in Schedule 1, the Council may inform the **Tenant Management Organisation** in writing of the repair required in a **Repair Notice**.
- 3.5 If a **Repair Notice** is served under clause 3.3 or clause 3.4, the repair will be carried out in accordance with the standards and time scales set out in Schedule 1.
- 3.6 If the repair specified in the **Repair Notice** is not completed within the time scales set out in Schedule 1, the party who served the notice will have the right to carry out the repair and recover from the other party any costs reasonably incurred in carrying out the repair.

4 Major Works: Initiation by the Council

- 4.1 The Council may draw up proposals for **Major Works** for cyclical redecoration and associated repairs, structural repairs, renewal of components, fixtures or fittings, and improvements to dwellings if it considers them to be necessary or desirable.
- 4.2 If the Council decides that **Major Works** are necessary or desirable the Council will inform the **Tenant Management Organisation** and provide the **Tenant Management Organisation** with details of the Council's proposals.
- 4.3 The **Tenant Management Organisation** will consult with tenants, leaseholders and freeholders over **Major Works** proposals, complying with the requirements under sections 20 and 20ZA of the Landlord and Tenant Act 1985, unless the Council is undertaking consultation under clause 5 of Chapter 4 and clause 15 of Chapter 7. If applicable the **Tenant Management Organisation** will carry out statutory consultation in accordance with clause 15 option B of Chapter 7 and non-statutory consultation in accordance with clause 16 of Chapter 7. In finalising its response, the Tenant Management Organisation will take into account any comments tenants, leaseholders or freeholders may make.
- 4.4 The Council will give proper consideration to the **Tenant Management Organisation's** response to **Major Works** proposals and to any changes which the **Tenant Management Organisation** may suggest. [Link to clause 6.]

5 Requests for Major Works by the Tenant Management Organisation

- 5.1 The **Tenant Management Organisation** may request the Council to draw up proposals for **Major Works** and the provisions of clause 4.1 will apply to such a request.
- 5.2 Each year the Council will advise the **Tenant Management Organisation** of the information that the Council reasonably requires to consider a request under clause 5.1 and the timetable for such requests to be considered. A reasonable period will be specified for that information to be provided.
- 5.3 Before submitting a request under clause 5.1, the **Tenant Management Organisation** will consult any tenants, leaseholders and freeholders who may be affected by the proposed **Major Works**. In finalising its request the **Tenant Management Organisation** will take into account any comments tenants, leaseholders or freeholders may make. The **Tenant Management Organisation** will carry out consultation in accordance with clause 16 of Chapter 7.
- 5.4 The Council will give full and fair consideration to a request under clause 5.1. In deciding whether to accept the request, the Council will give equal consideration to the need for repairs or improvements to the **Property** as it gives to the need for repairs or improvements to other properties in the Council's housing stock.

6 Major works

*(Option A: The Council carries out **Major Works** but agrees to consult the **Tenant Management Organisation** in relation to them.)*[Link to clause 8.]

6.1 If the Council intends to undertake **Major Works**, the Council will consult the **Tenant Management Organisation** about its proposals (including the nature and scope of the works, the proposed contract terms and conditions and the methods by which it intends that the works should be carried out), in accordance with the provisions set out in Schedule 2 (**Procedure for Consultation on Major Works**).

The **Tenant Management Organisation** may request the Council to amend its proposals or to include specific terms and conditions in contracts for the **Major Works**. The Council will give reasoned consideration to any requests made by the **Tenant Management Organisation** under the consultation procedure under this clause. Where the Council has reason for not complying with such a request, the Council will, as soon as is reasonably practicable, give the **Tenant Management Organisation** a written explanation.

6.2 At least 28 days before inviting tenders for the proposed **Major Works**, the Council will send to the **Tenant Management Organisation** for approval details of:

- a) the **Major Works** proposed;
- b) the intended programme for the **Major Works**;
- c) the access arrangements required for the **Major Works**; and
- d) the contractors from whom the Council intends to invite tenders for the **Major Works**; and request the **Tenant Management Organisation** to nominate contractors to be included on the tender list. The Council will not refuse any such nomination without good reason.

6.3 Within 28 days of receiving tenders for the **Major Works** the Council will submit for the **Tenant Management Organisation** approval details of:

- a) the tenders received for the **Major Works**;
- b) the contractor or contractors whose tender or tenders the Council intends to accept for the **Major Works**; and
- c) the date upon which the contractor intends to commence the **Major Works**.

6.4 The Council will not commence **Major Works** without approval from the **Tenant Management Organisation**. The **Tenant Management Organisation** will not withhold or delay approval of the request from the Council for approval without good reasons.

6.5 The **Tenant Management Organisation** will be kept fully informed of the progress of the works, invited to attend site meetings with contractors and council officers, and be given an opportunity to express its views throughout. On completion of the works, it will be invited to handover meetings and be asked for its views on the resolution of residual problems, in accordance with the provisions of Schedule 2.

6.6 This clause is subject to the provisions of clause 7, and in a case falling within clause 7 the Council will consult the **Tenant Management Organisation** throughout all stages of the process leading to a **Partnering Contract** between the Council and a third party for the carrying out of **Major Works** which affect the **Property**.

7 Partnering contracts made by the council with third parties in respect of major works

7.1 The provisions of clause 6 do not prevent the Council from entering into a **Partnering Contract** for the carrying out of **Major Works** by third parties, and the provisions of that clause do not apply in so far as they are not compatible with the arrangements made by the Council and the third party.

7.2 Where the Council proposes to enter into such a **Partnering Contract** which affects the **Property**, it will consult with and involve the **Tenant Management Organisation** at an early stage and throughout the process and give proper regard to the views of the **Tenant Management Organisation** at all stages.

8 Replacement repairs

8.1 Unless a repair is specifically included within Option C of clause 6 or within Option D of that clause, the Council will be under an obligation to replace and renew (whether as part of a planned maintenance programme or otherwise) all component parts of **Property dwellings** which:

- a) have deteriorated to the extent that repair would be ineffective and uneconomic;
- b) require replacement to ensure the safety of persons using the **Property dwellings**; or
- c) require replacement or renewal as part of the modernisation or improvement of the **Property dwellings**.

8.2 The **Tenant Management Organisation** and the Council will determine whether a case falls within paragraph a) of clause 8.1, in accordance with the procedure set out in Schedule 1.

9 Repairs covered by the Council's buildings insurance

*(Option B: The Council makes claims for repairs covered by the Council's buildings insurance policy, but the **Tenant Management Organisation** carries out such repairs if they are included in the repairs listed in Annex A to Schedule 1 (**Tenant Management Organisation** repairs))*

9.1 The Council will administer all insurance claims for **Insurance Repairs** to the **Property** which arise from events (such as storm damage, subsidence, fire damage, damage caused by burglary or vandalism and consequential damage caused by flooding, burst

or leaking pipes) which are covered by the risks the Council has insured against as set out in clause 7 of Chapter 1.

- 9.2 As soon as practicable after the **Starting Date**, the Council will provide the **Tenant Management Organisation** with a copy of its buildings insurance policy and a simple guide as to the types of repairs that are **Insurance Repairs**, including the action needed to avoid invalidating insurance claims, particularly if a dwelling is void and left vacant for more than one month. The arrangements for undertaking **Insurance Repairs** are set out in Schedule 5.
- 9.3 If the **Tenant Management Organisation** considers that a repair that falls within the list of repairs in Annex A to Schedule 1 is an **Insurance Repair**, the **Tenant Management Organisation** will immediately notify the Council in writing of that fact and follow the procedure for carrying out an **Insurance Repair** set out in Schedule 5.
- 9.4 If the Council receives a notice from the **Tenant Management Organisation** under clause 9.3 or is otherwise aware that an **Insurance Repair** is needed, the Council will follow the procedure for administering claims and carrying out any emergency temporary repairs set out in Schedule 5. Where the **Insurance Repair** is a repair which falls within the list of repairs in Annex B to Schedule 1, the Council will follow the procedure for carrying out **Insurance Repairs** set out in Schedule 5.
- 9.5 The **Tenant Management Organisation** will, as soon as is reasonably practicable after receiving a request from the Council, provide the Council with any information which the Council may reasonably require in order to make or pursue a claim to its insurers for the cost of an **Insurance Repair**.

10 Provision of estates services

*(Option B: The **Tenant Management Organisation** provides some or all **Estate Services** for the **Property** which are management functions of the Council under section 27 of the Housing Act 1985 providing that, where the **Tenant Management Organisation** carries out some, but not all, of the **Estate Services**, the division of estate service functions is practicable.)*

- 10.1 The **Tenant Management Organisation** agrees to provide the **Tenant Management Organisation's Estate Services** listed in Annex A to Schedule 6 (**Functions and Performance Standards of the Tenant Management Organisation and the Council in respect of Estate Services**) and to comply with the performance standards set out in that Schedule.
- 10.2 The **Tenant Management Organisation** will inform the Council in writing if the **Tenant Management Organisation** is unable to provide any of the **Tenant Management Organisation's Estate Services** for seven days or more. The notice will inform the Council of the service the **Tenant Management Organisation** is unable to provide, the period of time for which the service will be unavailable and the reason why the **Tenant Management Organisation** is unable to provide the service. The Council will provide the services the **Tenant Management Organisation** is unable to provide and bill the **Tenant Management Organisation** accordingly.

Service of notice under this clause does not in itself end or alter the **Tenant Management Organisation's** obligation under this Agreement to provide the **Tenant Management Organisation's Estate Services**, but where the Council and the **Tenant Management Organisation** agree that the **Tenant Management Organisation** will not be able to resume provision of those services within a reasonable period, the Council may take over those services and reduce the **Allowances** accordingly.

10.3 The Council will provide all **Estate Services** not provided by the **Tenant Management Organisation** in accordance with clause 10.1, including the services listed in Annex B to Schedule 6, and to comply with the performance standards set out in that Schedule.

11 Technical advice

11.1 The Council will provide the **Tenant Management Organisation** with adequate access to technical advice to enable the **Tenant Management Organisation** to carry out its obligations under this Agreement.

12 Right to improve and leaseholder improvements

(Clause for approving or refusing improvement requests.)

12.1 The **Tenant Management Organisation** and Council agree to follow the **Improvements Policy and Procedure** set out in Schedule 7 if the Council or the **Tenant Management Organisation** has been served with an **Improvement Notice**, requesting consent to make improvements served by either a tenant (who has the right to improve his or her dwelling under section 97 of the Housing Act 1985) or a leaseholder (who has the right to improve under the terms of the lease).

12.2 If the Council or, as the case may be, the **Tenant Management Organisation** consider that consent for the improvement proposed in an **Improvement Notice** should be refused or granted subject to conditions, the Council or, as the case may be, the **Tenant Management Organisation** will inform all parties in writing of the reasons for that decision in accordance with the time limits set out in the relevant legislation or, where no time limit is set, as soon as is reasonably practicable.

13 Right to repair

(Clause for administering the right of secure and introductory tenants to have repairs carried out.)

13.1 If a tenant of a dwelling submits a **Right to Repair Claim** under the **Right to Repair Regulations** the Council and the **Tenant Management Organisation** agree to follow the procedures set out in Schedule 8 (**Right to Repair Policy and Procedure**).

13.2 The **Tenant Management Organisation** agrees to meet any claims under the **Right to Repair Regulations** for compensation for failure to carry out repairs it has agreed to carry out in accordance with clause 1.

13.3 The Council agrees to meet any claims under the **Right to Repair Regulations** for compensation for failure to carry out repairs it has agreed to carry out in accordance with clause 2.

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Chapter 3

Rent (including Tenant Service Charges)

1 Confidentiality and procedures

1.1 The **Tenant Management Organisation** will treat as strictly confidential all information in its possession about **Rent** accounts. Only the employees or officers of the **Tenant Management Organisation** dealing with the management of **Rent** accounts will have access to **Rent** accounts records and information which are capable of revealing the identity of any tenant or leaseholder. Information given to a committee of the **Tenant Management Organisation** which has overall oversight of the management of **Rent** accounts or to a general meeting of the **Tenant Management Organisation** with such oversight will be provided in a manner that does not reveal the identity of any person in arrears. All information concerning **Rent** accounts will be used only for the purpose of managing **Rent** accounts and controlling arrears.

1.2 The **Arrears Prevention and Control Procedures** are set out in the Schedule 1.

2 Rent collection from tenants

*(Option B: The **Tenant Management Organisation** administers the collection of rent into the Council's bank account. The **Tenant Management Organisation** also agrees to manage rent arrears.)*

2.1 The **Tenant Management Organisation** is authorised to administer the collection of **Rents** due from tenants and agrees to do so. For the purposes of this clause **Rent** includes any charges made for the provision of services under clause 10 of Chapter 2.

2.2 All **Rent** received will be paid by into the Council's bank account and will be credited to **Rent** account records within the period specified in Schedule 1 (**Rent Collection and Arrears Control Procedure**).

2.3 The **Tenant Management Organisation** will for each rental payment period (as specified in the **Tenancy Agreement**) and not less frequently than once each month –

- a) calculate the arrears or advance balance on each **Rent** account;

3 Rent arrears control

*(Option E: The **Tenant Management Organisation** manages all aspects of **Rent** arrears in accordance with the provisions of Schedule 1. The **Tenant Management Organisation** agrees to notify Council at specified stages.)*

- 3.1 The **Tenant Management Organisation** agrees to take prompt action to recover any Rent arrears and to seek to prevent arrears accruing by managing cases of arrears in accordance with the provisions of Schedule 1.
- 3.2 The Council authorises the **Tenant Management Organisation** to take legal proceedings under this clause where **Rent** arrears have arisen if the **Tenant Management Organisation** is unable to recover arrears in accordance with the provisions of Schedule 1. In taking such action the **Tenant Management Organisation** will act in accordance with the provisions of that Schedule. The **Tenant Management Organisation** will notify the Council in writing within seven days if the **Tenant Management Organisation**:
- a) serves a Notice Seeking Possession or a Notice to Quit, or notice of any other intended court proceedings;
 - b) begins court proceedings; or
 - c) obtains a court order, and the terms of such an order.
- 3.3 The **Tenant Management Organisation** will not enforce a court order without the written consent of the Council. The Council will reply within seven days of a request to enforce a court order being received. If the Council refuses consent or gives consent subject to conditions, the Council will have a further seven days to give the **Tenant Management Organisation** written reasons for the refusal or for the conditions imposed.
- 3.4 If the **Tenant Management Organisation** enforces a court order for possession of any dwelling the **Tenant Management Organisation** will give the Council at least 48 hours' written notice of the date and time at which possession will be obtained.

4 Collection of arrears due at the at the starting date

*(Option C: The **Tenant Management Organisation** manages rent arrears and collects rent arrears, including arrears due at the **Starting Date** of this Agreement.)*

- 4.1 Within 14 days of the **Starting Date** the Council will provide the **Tenant Management Organisation** with a statement of the balance of the **Rent** accounts of all tenants for whom the **Tenant Management Organisation** will be collecting rent and managing rent arrears in accordance with clauses 2 and 3. Each balance will be as at the last rent due date before the **Starting Date**. The statement will show the **Starting Date Arrears** (current rent arrears) of all tenants.
- 4.2 The **Tenant Management Organisation** will take prompt action to recover **Starting Date Arrears** and arrears of **Rents** in accordance with the provisions of Schedule 1.
- 4.3 All monies collected by the **Tenant Management Organisation** from a tenant in arrears at the **Starting Date** will be first used to meet current **Rent** due after the **Starting Date** and then used to reduce the **Starting Date Arrears**, until the tenant ceases to be in such arrears.

4.4 In addition to the **Rents** collected by the **Tenant Management Organisation** and payable to the Council (see clause 9), the **Tenant Management Organisation** will pay to the Council an agreed proportion of the **Starting Date Arrears** which the **Tenant Management Organisation** can reasonably be expected to collect. The amount will be paid to the Council in quarterly instalments.

5 Former tenants' arrears

(Option A: The Council manages the collection of the debts of former tenants.)

5.1 The Council will be responsible for the collection of debts from former tenants.

6 Housing benefit payments

Housing benefit is being replaced by Universal Credit for new claimants from October 2013 and for all claimants by 2017. Universal Credit will be paid directly to the claimant in most circumstances. In this case clause 6A will necessarily apply.

*(Option A: The Council collects **Rents** and manages rent arrears or the **Tenant Management Organisation** collects rent but Universal Credit is paid directly to the claimant.)*

6.1 Clause not included.

7 Setting rent payable by tenants

7.1 The Council will set the **Rents**, applying the same formula as it applies in setting the rents for similar dwellings to the **Property dwellings** in its own housing stock and in accordance with the Council's Rent Setting Policy having regard to Government's guidance on rents for social housing) and in accordance with the Council's Rent Setting Policy..

7.2 In setting the **Rents** the Council will not (unless required to do so by statute) take account of:

a) the rental value of any improvements to the **Property dwellings** financed by the **Tenant Management Organisation** out of the **Tenant Management Organisation's Surplus Fund**, (see clause 10 of Chapter 5); or

b) any other benefits which have or may come from the management of the **Property dwellings** by the **Tenant Management Organisation**.

7.3 Where the **Tenant Management Organisation**, after consultation with tenants, decides that additional services should be provided, or that additional services being provided should no longer be provided, the **Tenant Management Organisation** may request the Council to make appropriate adjustments in the **Rent** and the Council will give reasonable consideration to all such requests. The Council will make appropriate adjustments in accordance with the provisions of Schedule 2 (**Tenant Service Charge Procedure**). If the **Tenant Management Organisation** decides to add the provision of additional **Estate Services** to its management functions (clause 10 of Chapter 2), the

cost for providing the services may be included in the tenant service charge in the **Rents** and included in the **Allowances** (Chapter 5, clause 1).

7.4 The Council will notify the **Tenant Management Organisation** in writing of the **Total Rent** which the Council requires from the **Property Dwellings** for each rental period.

7.5 The Council will set the **Total Rent** by:

- a) calculating the core rent and tenant service charge elements which the Council would charge for **Property Dwellings** by comparison with the core rent and tenant service charge elements charged for similar dwellings let on similar terms and conditions (see clause 7.1); and
- b) including the tenant service charge required by the **Tenant Management Organisation**, if appropriate, for additional services under clause 7.3.

7.6 The Council will give the **Tenant Management Organisation** a written statement showing how the **Total Rent** has been calculated.

7.7 The core rent and tenant service charge elements will be set by the Council and the **Tenant Management Organisation** in a way which complies with the obligations set out in sections 24(1) and 24(3) of the Housing Act 1985 (that rents are reasonable and proportionate) and takes account of all other relevant considerations.

8 Notification of rent charges

*(Option A: The Council notifies tenants directly and notifies the **Tenant Management Organisation** at the same time.)*

8.1 The Council will give each tenant at least 4 weeks' written notice of change in his or her Rent, and at the same time give written notice to the **Tenant Management Organisation** of those changes in **Rent**.

9 Payment to the Council of rent due

*(Option A: The Council continues to collect the rent or the **Tenant Management Organisation** and the Council have agreed a self financing arrangement and the **Tenant Management Organisation** will retain the rents collected.)*

9.1 Clause not included.

10 Voids allowances

*(Option A: The **Tenant Management Organisation** does not collect rent or manage rent arrears.)*

10.1 Clause not included.

11 Bad debts/write offs

(Option B: The Tenant Management Organisation manages rent arrears, and there is provision for write-off of bad debts)

11.1 The Council and the **Tenant Management Organisation** agree to the procedure for dealing with bad debts and write-offs of former and current tenants set out in Schedule 1.

12 Voids and rents waivers

(Option B: The Tenant Management Organisation manages voids, and/ or selects tenants, collects rent and manages rent arrears.)

12.1 The **Tenant Management Organisation** will not be liable for any **Void Losses** or loss of rental income which occur for the following reasons:

- a) a dwelling is void and unfit for occupation because of damage by fire or other risks covered by the Council's buildings insurance;
- b) a dwelling is void and unfit for occupation because the Council has failed to comply with its repairing obligations (see Chapter 2);
- c) a dwelling is void because the Council has not complied with the time limits specified in Chapter 6, clause 3, Options B and C;
- d) the **Tenant Management Organisation** has, with the consent of or under instructions from the Council, kept one or more dwellings vacant for major repairs or improvements or for any other reason;
- e) (Sub-clause with three options)

Use only if clause 3, Option A, B or E is used.)

- i) Clause omitted.

12.2 The **Tenant Management Organisation** will give written notice to the Council claiming a voids waiver or rents waiver as soon as the **Tenant Management Organisation** is aware that a case falls within clause 12.1.

12.3 The Council will waive:

- a) Void Losses in excess of the Voids Percentage Amount provided for in clause 10; and
- b) loss of rental income; if the additional losses have occurred for any of the reasons set out in clause 12.1.

Chapter 4

Leaseholder and Freeholder Service Charges

(This Chapter includes provisions on freeholders who have a legal obligation to pay for services, such as the upkeep of communal areas).

1 Confidentiality and procedures

- 1.1 The **Tenant Management Organisation** will treat as strictly confidential all information in its possession about **Service Charges** accounts. Only the employees or officers of the **Tenant Management Organisation** dealing with management of **Service Charges** accounts will have access to **Service Charge** accounts/records and information which are capable of revealing the identity of any leaseholder or freeholder. Information given to a committee of the **Tenant Management Organisation** which has overall oversight of the management of **Service Charges** accounts, or to a general meeting of the **Tenant Management Organisation** with such oversight, will be provided in a way that does not reveal the identity of any person in arrears. All information concerning **Service Charges** accounts will be used only for the purpose of managing **Service Charges** accounts and controlling arrears.
- 1.2 The **Tenant Management Organisation** and the Council agree that **Service Charges** will be dealt with in accordance with the **Service Charges Procedure** set out in the Schedule.

2 Information

- 2.1 The **Tenant Management Organisation** agrees to keep accurate information on the **Service Charges** for those services it provides to leasehold and freehold dwellings. The service charges will be calculated on an estimated and an actual basis in accordance with the terms of the leases or freehold transfers.
- 2.2 Where the **Tenant Management Organisation** and the Council have agreed under clause 3, Option B, that the **Tenant Management Organisation** will calculate **Service Charges**, send out **Service Charge** demands and collect **Service Charges**, the **Tenant Management Organisation** will treat the obligations of the Council under sections 21 of the Landlord and Tenant Act 1985 (regular statements of account) and section 22 of that Act (inspection etc. of documents) as its obligations, and act accordingly.

3 Service charges: calculation, sending of demands and collection

(**Option A:** The Council calculates all the **service charges** (including where appropriate ground rents), sends service charge demands to leaseholders and freeholders and collects service charges.)

3.1 The Council will:

- a) calculate all **Service Charges** for the services provided to leasehold and freehold dwellings, set in accordance with the provisions of the lease or transfer;
- b) send service charge demands; and
- c) collect **Service Charges**.

3.2 The **Tenant Management Organisation** will maintain its records and accounts books in such a way as will enable the Council to comply with its obligations under section 22 of the Landlord and Tenant Act 1985 (inspection etc. of documents) and for it to calculate **Service Charges** for services provided by the **Tenant Management Organisation**.

3.3 The Council and the **Tenant Management Organisation** will each ensure that all invoices and credit notes relating to the services provided by it have proper records and audit trails and comply with the provisions of the Schedule.

3.4 The Council will calculate the **Service Charges** within the periods set out in the Schedule, and provide the **Tenant Management Organisation** with a schedule of all such charges and calculations within the periods set out in the Schedule and at least 14 days before service charge demands are sent.

4 Service charges and ground rent arrears

(**Option A:** *The Council manages all **Service Charge** and **Ground Rent** arrears.*)

4.1 The Council will manage all Service Charge and Ground Rent arrears, including recovery action in respect of all service charges, in accordance with the provisions of the Schedule.

5 Consultation provisions under the Landlord and Tenant Act 1985 (as amended) relating to service charges where both the Council and the Tenant Management Organisation provide services

(**Option A:** *Both the Council and the **Tenant Management Organisation** provide services, but it is the Council that complies with the consultation requirements.*)

5.1 Both the Council and the **Tenant Management Organisation** provide services, but the parties agree that it is the Council that will comply with the consultation requirements.

6 Supplementary provisions in relation to clause 5

6.1 Each party will provide the other party with information in its possession required by the other party to fulfil that party's consultation requirements. The **Tenant**

Management Organisation will, in relation to consultation with tenants and leaseholders, treat the consultation requirements of sections 20 and 20ZA of the Landlord and Tenant Act 1985 and of regulations made under those sections as requirements directed at it.

7 Other provisions of the Landlord and tenant Act 1985 relating to other service charges

*(Option A: The Council supplies regular statements of account under section 21 of the Landlord and Tenant Act 1985 and notices to accompany demands for **Service Charges** under section 21B of that Act.)*

7.1 The Council will supply regular statements of account to tenants and leaseholders under section 21 of the Landlord and Tenant Act 1985, and notices to accompany demands for **Service Charges** under section 21B of that Act in accordance with the provisions of those sections and of the regulations made under them.

7.2 The **Tenant Management Organisation** will provide information in its possession to the Council that is required by the Council to enable it comply with the provisions of clause 7.1.

8 (Option A: The Council collects all **Service Charges and **Ground Rents**, and arrears).**

8.1 Clause not included.

9 Financial incentives and penalties in relation to collection of service charge arrears

9.1 Where the **Tenant Management Organisation** manages service charge arrears, the Council and the **Tenant Management Organisation** agree that the financial incentive and penalty scheme set out in the Schedule will operate.

Chapter 5

Financial Management

1 Calculation of allowances

- 1.1 The **Allowances** to be paid by the Council to the **Tenant Management Organisation** (whether directly or indirectly) under clause 2 are to be the aggregate of:
- a) the sums calculated in accordance with the method of calculation set out in the statutory guidance given by the Secretary of State set out in **Right to Manage Guidance: Calculating Allowances for Tenant Management Organisations, [2012]** utilising such data as are relevant for the purposes of the calculation; and
 - b) the amount (if any) for additional services included at the **Tenant Management Organisation's** request in the **Rent** or **Service Charge** (see Chapter 3, clause 7 and Chapter 4, clause 3).
- 1.2 The amounts calculated in accordance with paragraph (a) of clause 1.1 and included under paragraph (b) of clause 1.1 are set out in Schedule 1 (**Calculation and Payment of Allowances**). These amounts will be adjusted annually in accordance with the statutory guidance given by the Secretary of State in **Right to Manage Guidance: Calculating Allowances for Tenant Management Organisations [2012]**.
- 1.3 The Council will give the **Tenant Management Organisation** at least three' months' notice of the proposed change in the amount falling within paragraph (a) of clause 1.1 for the following financial year. Any change in the **Allowances** will come into effect from the beginning of the following **Financial Year** and will be implemented over such period as may be agreed by the **Tenant Management Organisation** in accordance with the provisions of Schedule 1.
- 1.4 At least two months before the beginning of each **Financial Year** the **Tenant Management Organisation** will in writing inform the Council of the **Allowance** it calculates it requires falling within paragraph (b) of clause 1.1 for the coming **Financial Year**. The **Tenant Management Organisation** will state the reasons for any increase or decrease in the amount it calculates it requires compared with the corresponding amount for the previous **Financial Year**.
- 1.5 Either party may seek a review of the **Allowances** being paid in accordance with clause 1.1 and the provisions of Schedule 1 and such a review will be conducted in accordance with the Guidance Calculating Allowances for **Tenant Management Organisations**. Any change in **Allowances** following such a review will come into effect from the beginning of the following **Financial Year** and will be implemented over such a period as may be agreed by the **Tenant Management Organisation** and the Council in accordance with the provisions of Schedule 1.

2 Payment of allowances

(Option B: The Allowances are paid to the Tenant Management Organisation.)

- 2.1 The Council will pay the **Tenant Management Organisation** the **Allowances** in instalments in advance in accordance with the agreement between the parties as to **Financial Procedures** set out in Schedule 2.
- 2.2 Where this Agreement ends in the course of a **Financial Year**, the **Allowances** payable in respect of the period from the start of that **Financial Year** to the date this Agreement ends shall be the **Allowances** payable in respect of that **Financial Year** multiplied by $x/365$ (or, in the case of a leap year, $x/366$), where x is the number of days from the start of that **Financial Year** to the last day this Agreement is in force.
- 2.3 Value Added Tax at the standard rate shall be charged to the Council on the **Allowances** payable to the **Tenant Management Organisation** under this Agreement.

3 Payment of management and maintenance costs and administrative expenses incurred by the Tenant Management Organisation

(Option B: Tenant Management Organisation has its own bank account and receives Allowances from the Council, or retains allowances from rental income or has agreed a self financing arrangement)

- 3.1 The **Tenant Management Organisation** is authorised to incur **Management and Maintenance Costs** and administrative expenses in the exercise of its **Management Functions** under this Agreement. The **Tenant Management Organisation** will act in accordance with the provisions of Schedule 2 for all payments of such costs and expenses.

4 The Tenant Management Organisation's banking arrangements

(Option B: Tenant Management Organisation has such accounts as it sees fit, and notifies Council of account details.)

- 4.1 The **Tenant Management Organisation** will open any bank or building society accounts as it considers necessary. The **Tenant Management Organisation** will inform the Council of any bank or building society accounts it opens.
- 4.2 The **Tenant Management Organisation** will inform the Council in writing of the names and addresses of persons authorised to act as signatories on the account and report any changes to those signatories at the time of change. Any cheque drawn on the **Tenant Management Organisation's** account will require a minimum of two signatories.
- 4.3 The **Tenant Management Organisation** will notify the Council in writing of the account name and number into which the Council is to pay the **Allowances**.

(Optional Clause if Chapter 2, clause 6, Option C or D is chosen.)

4.4 If the **Allowances** include an amount to meet the costs of **Major Works**, the **Tenant Management Organisation** and the Council will agree the arrangements for the major works payment and set these out in Schedule 1 (Calculations and payment of allowances). This may include payments to the **Tenant Management Organisation** as and when the works are due, payments included within the **Tenant Management Organisation** allowances, annualised payments into a joint major works account or any other arrangement that both parties agree.

4.5 If the **Tenant Management Organisation** decides not to carry out certain **Major Works** under Option C clause 6.2 of Chapter 2, the **Tenant Management Organisation** agrees to pay back the sums held in the **Major Works Account** which were paid to the **Tenant Management Organisation** to carry out those works if it is requested to do so by the Council.

5 Financial control and accounting standards

5.1 The **Tenant Management Organisation** will conduct its financial affairs in accordance with the provisions set out in Schedule 2.

5.2 The **Tenant Management Organisation** will account for income and expenditure in accordance with the accounting standards set out in Schedule 3 (**Accounts and Audit**).

5.3 The **Tenant Management Organisation** will provide the Council with the following financial information:

a) the **Tenant Management Organisation's** budget for the coming **Financial Year** before the beginning of each **Financial Year**;

b) the **Tenant Management Organisation's** quarterly revenue report within six weeks of the end of each quarter;

c) the **Tenant Management Organisation's** accounts and balance sheet for the previous **Financial Year** audited by a qualified auditor within six months of the end of each **Financial Year**;

d) the **Tenant Management Organisation's** auditor's management letter within one month of receipt; and

e) information on leaseholder charges, in accordance with the provisions of the Schedule to chapter 4 as to how the information is to be provided and within which period it is to be provided.

5.4 The **Tenant Management Organisation's** correspondence, files, books and records of accounts that relate to the management of the **Property** dwellings and the **Tenant Management Organisation's** financial procedures manuals will be available to inspection for audit purposes by the Council's internal audit staff, the Council's external

auditor, and the Audit Commission. Reasonable notice that such inspection is desired is to be given by the party desiring it.

6 Financial year

[Tenant Management Organisation's financial year should be the same as the Council financial year.]

6.1 The **Tenant Management Organisation's Financial Year** will be from 1st April to 31st March of the following year.

7 Restriction on Investments

7.1 The **Tenant Management Organisation** shall not, without the prior consent of the Council, invest surplus cash balances in any form of investment other than a secure short term deposit account. Any money so invested shall be capable of being withdrawn by the **Tenant Management Organisation** giving not more than 3 months' notice of withdrawal.

8 Reserve funds

(Option B: The Tenant Management Organisation has bank account(s) to meet Management and Maintenance Costs.)

8.1 The **Tenant Management Organisation** will set up a **Reserve Fund** to meet the following potential liabilities:

- a) anticipated costs in future years resulting from under-spending on repairs and services;
- b) known commitments for future work in addition to the **Major Works Account** (if any); and
- c) a contingency against costs arising from unforeseen circumstances.

The **Tenant Management Organisation's** auditor will certify any amount put into the **Reserve Fund** as an adequate amount to be put aside. The **Reserve Fund** will be shown on the **Tenant Management Organisation's** balance sheet at the end of each **Financial Year**.

8.2 The **Reserve Fund** will be used to meet costs in enabling the **Tenant Management Organisation** to exercise its **Management Functions** under this Agreement in relation to the potential liabilities mentioned in clause 8.1.

8.3 If a credit balance remains in the **Reserve Fund** when this Agreement ends the balance will be paid over to the Council.

9 Major works account

(Option A: The Tenant Management Organisation has no Major Works account.)

9.1 Clause not included.

10 Financial report and surplus fund

(Option B: Management and maintenance costs are paid by the Tenant Management Organisation.)

- 10.1 Within six months of the end of each **Financial Year** the **Tenant Management Organisation** will produce audited **Annual Accounts** for the past **Financial Year** which show:
- a) a statement of the **Tenant Management Organisation's** income and expenditure;
 - b) the assets and liabilities of the **Tenant Management Organisation**, other than items included under paragraph a);
 - c) the **Major Works Account** (if any);
 - d) the **Reserve Fund** (if any); and
 - e) the **Surplus Fund** provided for in this clause.
- 10.2 If the **Annual Accounts** show a surplus of assets over liabilities, the balance will be transferred to the **Surplus Fund** or the **Reserve Fund**, and the **Tenant Management Organisation** will report on the **Surplus Fund** at its Annual General Meeting. The **Surplus Fund** will be shown on the **Tenant Management Organisation's** balance sheet.
- 10.3 The **Surplus Fund** may be used by the **Tenant Management Organisation** for any purpose permitted by the **Tenant Management Organisation's** constitution and shall be used for producing audited accounts under clause 10.5.
- 10.4 Any balance in the **Surplus Fund** will be carried forward from one year to the next.
- 10.5 If this Agreement ends the **Tenant Management Organisation** will, subject to clause 10.6, produce audited accounts as at the date on which this Agreement ends within three months of that date. The **Tenant Management Organisation** will send a copy of these accounts to the Council within three days of their production.
- 10.6 If there is no **Surplus Fund** on the date this Agreement ends or the balance in the **Surplus Fund** is not sufficient to pay in full for the production of audited accounts, the accounts will be produced at the direction of the council.
- 10.7 If a **Surplus Fund** balance remains when this Agreement ends the **Surplus Fund** will be used as the **Tenant Management Organisation** directs. The balance in the **Surplus Fund** can be used by the **Tenant Management Organisation** for any purpose permitted by the **Tenant Management Organisation's** constitution.

10.8 The **Tenant Management Organisation** will within 12 months of the end of this Agreement decide how the **Surplus Fund** balance is to be spent and inform the Council of its decision.

10.9 Where the **Tenant Management Organisation** is wound up or dissolved, any of the **Surplus Fund** remaining after satisfaction of all the **Tenant Management Organisation's** debts and liabilities will be disposed of in accordance with the **Tenant Management Organisation's** constitution. The **Tenant Management Organisation** will inform the Council of the decision.

11 Loans to the Tenant Management Organisation

11.1 The Council may provide the **Tenant Management Organisation** a loan or an overdraft guarantee.

11.2 If the Council refuses a request from the **Tenant Management Organisation** for assistance under this clause the Council will give the **Tenant Management Organisation** written reasons for refusing the **Tenant Management Organisation's** request.

12 Interest on late payments

*(Option B: The **Tenant Management Organisation** and the Council agree to pay interest on late payments.)*

12.1 The **Tenant Management Organisation** agrees to pay interest on any late payment due to the Council under this Agreement. Interest will be paid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended, from the date on which the payment was due to the date on which the Council receives the payment.

12.2 The Council agrees to pay interest to the **Tenant Management Organisation** on the net amount of any late payment under this Agreement. The net amount is the late payment less any rent collected and held by the **Tenant Management Organisation** at the date the payment from the Council was due. Interest will be paid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended, from the date on which the payment was due to the date on which the **Tenant Management Organisation** receives the payment.

13 Set off of payments

*(Option B: The Council and the **Tenant Management Organisation** are entitled to deduct money owed from payments due.)*

13.1 If any payment under this Agreement due from the **Tenant Management Organisation** to the Council is late or withheld by more than one month the Council may, subject to clause 13.4, deduct the outstanding amount (together with interest due under clause 12) from any money owed to the **Tenant Management Organisation**.

13.2 If any payment under this Agreement due from the Council to the **Tenant Management Organisation** is late or withheld by more than one month the **Tenant Management Organisation** may, subject to clause 13.4, deduct the outstanding amount (together with interest due under clause 12) from any money owed to the Council.

13.3 Interest on any payment under clause 12 will stop on the date that the right of set off is used.

13.4 No deduction under clause 13.1 or 13.2 shall be made unless at least two weeks' written notice by the party proposing to make the deduction to the other party is given.

14 Registration for VAT

14.1 The **Tenant Management Organisation** will comply with the legal requirements to register with HM Customs and Excise for Value Added Tax.

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Chapter 6

Tenancy Management

1 Information to housing applicants and/or new tenants

- 1.1 The Council will provide information about **Tenant Management Organisations** in its literature.
- 1.2 The **Tenant Management Organisation** will provide the Council with an information leaflet about what it is and what it does.
- 1.3 The Council will give housing applicants the opportunity to state if they would like to be housed in a **Property dwelling**.
- 1.4 The procedure for introductory meetings for applicants including at accompanied viewings of dwellings is set out in Schedule 1 (**Introductory Meetings for Housing Applicants and/or New Tenants**). The procedure for introductory meetings with new tenants is also set out in Schedule 1.

2 Consultation between the Tenant Management Organisation and the Council

- 2.1 The Council will consult with the **Tenant Management Organisation** before adopting or altering its allocation scheme under section 167 of the Housing Act 1996.
- 2.2 The **Tenant Management Organisation** may at any time make suggestions to the Council about alterations to the Council's allocation scheme under section 167 of the Housing Act 1996, and may, in particular, put forward detailed proposals in relation to a **Local Lettings Policy** being operated by the Council as part of its allocations scheme.
- 2.3 The Council undertakes to give serious consideration to all suggestions and proposals made by the **Tenant Management Organisation** under clause 2.2.
- 2.4 The **Tenant Management Organisation** will consult with the Council in respect of any application falling under clauses 13 to 19 that requires the resolution of complex issues of law or fact.
- 2.5 The **Tenant Management Organisation** may, if the Council so requests, monitor the operation of a **Local Lettings Policy** as it relates to the **Property dwellings**, and where the **Tenant Management Organisation** does carry out such monitoring, it will keep the Council informed of its findings.
- 2.6 The **Tenant Management Organisation** will assist the Council in the development of the Council's **Anti-Social Behaviour Policies and Procedures** and will operate the

procedures, with particular reference to the sharing of information, the handling and monitoring of complaints, and dealing appropriately with anti-social conduct.

2.7 The Council will assist the **Tenant Management Organisation** to liaise with local partners dealing with crime reduction matters, to ensure that the manner in which the **Tenant Management Organisation** performs its functions under this Agreement links with local action to address crime and disorder. To here

3 Selection of tenants of vacant property dwellings

*(Option A: The Council selects tenants of vacant **Property dwellings** in accordance with its published allocation scheme, with no involvement on the part of the **Tenant Management Organisation**.)*

- 3.1 The Council will select the tenant of a vacant **Property dwelling** in accordance with its published allocation scheme, or transfer policy where relevant, with no involvement on the part of the **Tenant Management Organisation**.
- 3.2 Where a person has been selected as a tenant of a vacant **Property dwelling**, either the Council or the **Tenant Management Organisation** will carry out all the necessary administrative procedures prior to the grant of the tenancy in accordance with the provisions of Schedule 2 (**Selection of Tenants Policy and Procedure**).
- 3.3 The length of the tenancy and the succession rights applicable will be determined by the Council in line with its Tenancy Policy.
- 3.4 The tenancy granted by the Council will be in the form of the **Tenancy Agreement** set out in Annex A to this Chapter.

3 Selection of tenants of vacant property dwellings

*(Option B: The **Tenant Management Organisation** selects tenants of vacant **Property dwellings** from a list of eligible potential tenants supplied by the Council.)*

- 3.1 The **Tenant Management Organisation** will allocate vacant **Property dwellings** in accordance with the Council's published allocation scheme and in accordance with the following provisions of this clause and the provisions of Schedule 2.
- 3.2 Where the Council is satisfied that more than one person meets the criteria for selection as a tenant of a vacant **Property dwelling**, the Council will provide the **Tenant Management Organisation** with a list of those persons and such information about them as it regards as relevant and request the **Tenant Management Organisation** to select one of them to be the tenant of the vacant **Property dwelling**.
- 3.3 The **Tenant Management Organisation** will select the tenant from this list following a process agreed with the Council in accordance with the provisions of schedule 2.
- 3.4 Where the **Tenant Management Organisation** is of the opinion that none of the persons in the list should be so listed, it may make representations in writing to that effect to the council as soon as is reasonably practical after it has been provided with

the list. The council undertakes to give serious consideration to those representations and will inform the **Tenant Management Organisation** in writing of its decision as soon as is reasonably practicable.

- 3.5 Where a person has been selected as a tenant of a vacant **Property dwelling**, the **Tenant Management Organisation** is authorised to carry out all the necessary administrative procedures prior to the grant of the tenancy in accordance with the provisions of Schedule 2.
- 3.6 The length of the tenancy and the succession rights applicable will be determined by the Council in line with its Tenancy Policy.
- 3.7 The Council will allocate the property based on the **Tenant Management Organisation's** decision as to who should be selected as a tenant of a vacant property unless it is satisfied that there are exceptional circumstances which make it inappropriate for it to do so. Where the Council is satisfied that there are such exceptional circumstances, it will explain the reasons for rejecting the **Tenant Management Organisation's** decision in writing as soon as is reasonably practical.
- 3.8 The Council may, where it is satisfied that a person has exceptionally urgent housing needs, allocate a specific vacant property to that person, notwithstanding that it has already provided a list of persons to the **Tenant Management Organisation** under clause 3.2.
- 3.9 Where the Council has made an allocation in accordance with the provisions of clause 3.8 it will, no later than two working days after its decision to make the allocation, give reasons in writing for its decision to the **Tenant Management Organisation**.
- 3.10 Where a case falls within clause 3.8 this Option is terminated and Option A will come into effect:
- a) clause 3.5 will not apply and the Council will carry out all the necessary administrative procedures prior to the grant of the tenancy; and
 - b) the provisions of clause 18 of Chapter 7 will not apply.
- 3.11 The Council will make arrangements for the selection process to be monitored. The monitoring may, if the Council so decides involve the presence of a representative of the Council as an observer on any interview panel. The monitoring will be carried out in accordance with the provisions of Schedule 2.
- 3.12 If the Council is satisfied that the **Tenant Management Organisation** is not selecting tenants of vacant **Property dwellings** in a fair and proper manner, it will request the **Tenant Management Organisation** in writing to make appropriate changes to its selection procedures within such reasonable period as the Council specifies, and in accordance with the provisions of Schedule 2.
- 3.13 If, after the period specified by the Council under clause 3.12 has expired, the Council is satisfied that the **Tenant Management Organisation** is still not selecting tenants in a fair and proper manner, it may, in accordance with the provisions of Schedule 2,

terminate this Option on giving seven days' notice in writing to the **Tenant Management Organisation**.

3.14 Where this Option is terminated under clause 3.13, Option A will come into effect.

3 Selection of tenants of vacant property dwellings

*(Option C: There is a Local Lettings Policy, setting out local lettings priorities for the **Tenant Management Organisation** area, and the **Tenant Management Organisation** assists the council with the assessment of applications and selects tenants of vacant Property dwellings in accordance with that policy.)*

3.1 Where the Council has introduced a Local Lettings Policy which applies to the **Tenant Management Organisation** Property as part of its allocation scheme, the **Tenant Management Organisation** will, to the extent agreed with the council, assist the council to assess potential tenants in relation to their qualification for an allocation of accommodation, and will select tenants of vacant Property dwellings in accordance with that Policy.

3.2 Where a person has been selected as a tenant of a vacant Property dwelling, the **Tenant Management Organisation** is authorised to carry out all the necessary administrative procedures prior to the grant of the tenancy in accordance with the provisions of Schedule 2.

3.3 The length of the tenancy and the succession rights applicable will be determined by the Council in line with its Tenancy Policy.

3.4 The Council may, where it is satisfied that a person has exceptionally urgent housing needs, allocate a specific vacant property dwelling to that person, notwithstanding that the **Tenant Management Organisation** has already selected another person as a tenant of that dwelling, provided that the person selected by the **Tenant Management Organisation** has not yet been notified of their selection.

3.5 Where the Council has made an allocation in accordance with the provisions of clause 3.4, it will, no later than two working days after its decision to make the allocation, give reasons in writing for its decision to the **Tenant Management Organisation**.

3.6 Where a case falls within clause 3.4 this Option is terminated and Option A will come into effect:

a) clause 3.2 will not apply and the Council will carry out all the necessary administrative procedures prior to the grant of the tenancy; and

b) the provisions of clause 18 of Chapter 7 will not apply.

3.7 The Council will make arrangements for the selection process to be monitored. The monitoring may, if the Council so decides, involve the presence of a representative of the Council as an observer on any interview panel. The monitoring will be carried out in accordance with the provisions of Schedule 2.

3.8 If the Council is satisfied that the **Tenant Management Organisation** is not selecting tenants of vacant Property dwellings in a fair and proper manner, it will request the **Tenant Management Organisation** in writing to make appropriate changes to its selection procedures within such reasonable period as the Council specifies, and in accordance with the provisions of Schedule 2.

3.9 If, after the period specified by the Council under clause 3.8 has expired, the Council is satisfied that the **Tenant Management Organisation** is still not selecting tenants in a fair and proper manner, it may, in accordance with the provisions of Schedule 2, terminate this Option on giving seven days' notice in writing to the **Tenant Management Organisation**.

3.10 Where this Option is terminated under clause 3.8, either Option A of Clause 3 will come into effect.

3 Selection of tenants of vacant property dwellings

*(Option D: Where a mixture of Option A, B and /or C apply. For instance there is a Local Lettings Policy for part of the **Tenant Management Organisation** area, for or a type of property in the **Tenant Management Organisation** area or for a type of allocation (such as area transfers) but option A or B applies to other lettings. In this case the relevant options must be included in the Agreement UNDER Option D.*

3.1 The Council and the **Tenant Management Organisation** agree that more than one of the Options A, B and C of this clause may be operated concurrently in respect of the selection of tenants of vacant property dwellings, and the provisions of the relevant Option clause shall apply in respect of the relevant property and/or letting.

4 Transfers

*(Option B: The **Tenant Management Organisation** administers all applications for transfer.)*

4.1 Where a tenant of a **Property dwelling** applies for a transfer to another dwelling, whether or not that dwelling is one which is within the scope of this Agreement, the **Tenant Management Organisation** will carry out all the administrative tasks and conduct all the investigations that are required before a transfer application can be approved, and will provide all reasonable assistance to the tenant.

5 Introductory tenancies

5 *(Option C: The **Tenant Management Organisation** monitors **Introductory Tenancies**.) [Can only be chosen if the Council has **Introductory Tenancies**.]*

5.1 The **Tenant Management Organisation** will monitor **Introductory Tenancies** in accordance with the procedure set out in Schedule 3.

6 Variations to the tenancy agreement

*(Option B: Variations to the terms of a tenancy may be initiated by the Council or the **Tenant Management Organisation**.)*

- 6.1 The Council or the **Tenant Management Organisation** can propose changes (other than changes to **Rent**, Chapter 3, clause 7) to the terms of the **Tenancy Agreement** by serving on the other party a written **Tenancy Variation Notice** detailing the changes proposed.
- 6.2 A **Tenancy Variation Notice** will be served at least 56 days in advance of the date on which it is intended to serve a preliminary notice of variation on secure tenants required by section 103(2) of the Housing Act 1985. 6.3 If a **Tenancy Variation Notice** is served on the Council by the **Tenant Management Organisation** the Council will within 28 days of receipt of the notice:
- a) consent in writing to the changes proposed by the **Tenant Management Organisation**;
 - b) amend the **Tenant Management Organisation's** proposed changes, giving written reasons for the amendments, and consent in writing to the amended changes; or
 - c) inform the **Tenant Management Organisation** in writing of the Council's rejection of the changes proposed and the reasons for the rejection.
- 6.4 If the Council serves a **Tenancy Variation Notice** on the **Tenant Management Organisation**, the **Tenant Management Organisation** may within 28 days submit its views in writing to the Council on the change(s) proposed. The Council will give a reasoned written response to the **Tenant Management Organisation's** views before serving the preliminary notice of variation of tenancy on secure tenants.
- 6.5 If the Council proposes changes, it will carry out the tenant consultation and service of notices in accordance with the provisions of section 103 of the Housing Act 1985 and the provisions set out in Schedule 4 (**Tenancy Agreement Changes Procedure**).
- 6.6 If the **Tenant Management Organisation** proposes changes and the Council has consented to those changes, the **Tenant Management Organisation** will carry out the tenant consultation and service of notices in accordance with the provisions of section 103 of the Housing Act 1985 and the provisions set out in Schedule 4.
- 6.7 If, where the **Tenant Management Organisation** has proposed changes, the majority of secure tenants do not wish for the **Tenant Management Organisation** to represent them during the consultation process under section 103 of the Housing Act 1985, the secure tenants may choose another body to represent them during that consultation process.
- 6.8 The new **Tenancy Agreement** with the date that it comes into effect will then be substituted for the former **Tenancy Agreement** at Annex A.

7 Breach of a tenancy agreement, term of a lease, or covenant in a freehold transfer

(Option C: The Tenant Management Organisation is authorised to end tenancies.)

7.1 In carrying out its management functions under this Agreement, the **Tenant Management Organisation** will adopt recommended good practice, having regard to the guidance published by the relevant authorities and the Chartered Institute of Housing.

7.2 If the **Tenant Management Organisation** considers that on a ground other than **Rent** or **Service Charge** arrears –

- a) a tenant is in breach of the tenancy;
- b) a leaseholder is in breach of the lease; or
- c) a freeholder is in breach of a covenant in the freehold transfer,

the **Tenant Management Organisation** is authorised in the name of the Council to take appropriate action or serve whichever notice of the notices mentioned in Schedule 5 is appropriate in the circumstances of the case.

7.3 The **Tenant Management Organisation** will not take action under clause 7.2 unless it has first taken reasonable steps to remedy the alleged breach and, if the steps taken by the **Tenant Management Organisation** have not been effective, it is satisfied that it is not possible for the breach to be remedied without taking such action.

7.4 The **Tenant Management Organisation** will within seven days of taking any of the actions under clause 7.2 inform the Council in writing, in accordance with the provisions of Schedule 5.

7.5 The **Tenant Management Organisation** is authorised to take Court proceedings, in the name of the Council.

7.6 The **Tenant Management Organisation** will, before applying to the Court for an order of possession, or for enforcement of any judgement of the Court, obtain the written consent of the Council.

8 Ending and renewing flexible tenancies

*(Option C: The **Tenant Management Organisation** is authorised to make decisions)*

8.1 The **Tenant Management Organisation** is authorised in the name of the Council to determine whether flexible tenancies should or should not be renewed at the end of the fixed term in line with the Tenancy Policy.

8.2 The **Tenant Management Organisation** informs the Council of its decision not to renew a flexible tenancy within one week of providing this information to the tenant affected.

9 Anti social behaviour and harassment

(Option B: The Tenant Management Organisation is authorised to deal with anti-social behaviour and harassment.)

9.1 The **Tenant Management Organisation** will investigate and take action to deal with complaints of anti-social behaviour and harassment, including in particular harassment on grounds of race, sexuality, religion or disability, which affects any resident of a **Property dwelling**, in accordance with the provisions set out in Schedule 6.

10 Residents' disputes

(Option B: The Tenant Management Organisation is authorised to deal with disputes.)

10.1 If the **Tenant Management Organisation** receives from any lawful resident of a **Property dwelling** a written **Complaint** requesting the **Tenant Management Organisation** to take action against another person, the **Tenant Management Organisation** will investigate the **Complaint** within 21 days (or such other time limit as may be reasonable in the circumstances). The **Tenant Management Organisation** will decide whether the matter complained of is a **Breach** of the tenancy agreement or, as the case may be, term of the lease or freehold covenant.

10.2 If the **Tenant Management Organisation** considers that the matter complained of constitutes a **Breach**, the **Tenant Management Organisation** will take action to ensure that the breach is remedied (see clause 7).

10.3 If the **Tenant Management Organisation** considers that the matter complained of does not constitute a **Breach**, the **Tenant Management Organisation** will try to resolve the dispute by following the **Residents' Disputes Policy and Procedure** set out in Schedule 7.

11 Unlawful occupation

(Option C: The Tenant Management Organisation is authorised to take action to terminate unlawful occupation of Property dwellings.)

11.1 The Council will inform the **Tenant Management Organisation** in writing, providing evidence, if the Council considers that a **Property dwelling** is sublet without consent or occupied by persons who have no legal right to live in the dwelling.

11.2 If the **Tenant Management Organisation**:

a) has reason to believe that a **Property dwelling** is sublet without consent or occupied unlawfully; or

b) receives a report from the Council that the Council considers that a **Property dwelling** is occupied unlawfully, the **Tenant Management Organisation** will:

i) carry out an investigation to determine whether or not the dwelling is unlawfully occupied; and

ii) within 28 days inform the Council of the results of its investigation and any action the **Tenant Management Organisation** intends to take.

11.3 If, having carried out the investigation, the **Tenant Management Organisation** decides that the dwelling is unlawfully occupied the **Tenant Management Organisation** is authorised to take such legal action as may be necessary to end the unlawful occupation and deal with the perpetrators.

12 Void dwellings

(Option B: The Tenant Management Organisation manages void dwellings.)

12.1 The **Tenant Management Organisation** will inform tenants that tenants wishing to end their tenancy should inform the **Tenant Management Organisation**, and will manage any **Property dwelling** that becomes and remains vacant for any reason.

12.2 The **Tenant Management Organisation** will take such actions as may reasonably be necessary to secure a vacant dwelling against unlawful occupation and to protect it from damage and deterioration.

12.3 If repairs are needed to any vacant dwelling to make the dwelling fit for re-letting or for any other purpose, each of the repairs required will be carried out by the **Tenant Management Organisation** or, as the case may be, by the Council, in accordance with whichever party has the obligation to carry out the repair in question under Chapter 2 of this Agreement.

13 Right to exchange

(Option B: The Tenant Management Organisation administers the Right to Exchange.)

13.1 The **Tenant Management Organisation** is authorised to receive **Application to Exchange** notices from secure tenants who have the Right to Exchange under section 92 of the Housing Act 1985 and section 158 of the Localism Act 2011, and to administer exchanges, in accordance with the provisions of Schedule 8.

14 Right to assign to restricted category of persons

(Option B: The Tenant Management Organisation administers the assignment.)

14.1 The **Tenant Management Organisation** is authorised to receive applications for voluntary assignments of secure tenancies, under section 91 of the Housing Act 1985, to persons who would be qualified to succeed to the tenancy if the tenant had died immediately before that assignment, and to administer such assignments, in accordance with the provisions of Schedule 9 (Voluntary Assignments: Policy and Procedures).

15 Applications to sublet

(Option B: The Tenant Management Organisation administers applications from tenants to sublet.)

- 15.1 The **Tenant Management Organisation** will process and, where appropriate, approve applications for subletting from secure tenants of **Property dwellings** made under section 93 of the Housing Act 1985.
- 15.2 The **Tenant Management Organisation** will, in deciding whether to give consent to subletting, act in accordance with the provisions of Schedule 10. The **Tenant Management Organisation** will, on request, provide any tenant of a **Property dwelling** with a copy of the current **Subletting Policy** [on payment of a reasonable charge]/[free of charge].
- 15.3 When giving consent, the **Tenant Management Organisation** will inform the council of its decision. Where the Council requires further information for the purposes of determining whether the consents have been given in accordance with the **Subletting Policy**, the **Tenant Management Organisation** shall provide that information.

16 Right of succession

(Option B: The Tenant Management Organisation administers the Right of Succession.)

- 16.1 The **Tenant Management Organisation** will administer any **Claim to the Right of Succession** of a person claiming that he or she is qualified to succeed to the tenancy of a **Property dwelling** under sections 86A to 90 of the Housing Act 1985. The **Tenant Management Organisation** will in administering such claims act in accordance with the Council's policy which is set out at Annex B and is available free of charge from the **Tenant Management Organisation**.
- 16.2 The **Tenant Management Organisation** will within 14 days of receiving a **Claim to the Right of Succession** inform the Council in writing that the claim has been made.
- 16.3 The **Tenant Management Organisation** will within 28 days of receiving a **Claim to the Right of Succession** send the Council a **Right of Succession Notice** stating whether or not the **Tenant Management Organisation** intends to accept the claim. The **Tenant Management Organisation** will not accept any claim earlier than the seventh day after the date on which it sent the **Right of Succession Notice** to the Council.
- 16.4 If the Council considers that the **Tenant Management Organisation** has not correctly applied the **Right of Succession Policy** the Council may, within seven days of the date on which it received the **Right of Succession Notice**:
- a) in a case where the **Tenant Management Organisation** has accepted the **Right of Succession**, request the **Tenant Management Organisation** in writing to refuse the **Claim to the Right of Succession** giving reasons why the Council considers that the claim should be refused; or
 - b) in a case where the **Tenant Management Organisation** has refused the **Right of Succession**, request the **Tenant Management Organisation** in writing to accept

the **Claim to the Right of Succession** giving reasons why the Council considers that the claim should be accepted. The Council will make the final decision after taking into account comments made by the **Tenant Management Organisation**.

17 Giving consents

*[Both the **Tenant Management Organisation** and the Council have giving of consent functions.]*

- 17.1 The Council will consider applications for consent from tenants or leaseholders of **Property** dwellings and give or, as the case may be, refuse consent in respect of the matters listed in paragraph 1 of Schedule 11 (**Giving Consents**).
- 17.2 The **Tenant Management Organisation** will consider applications for consent from tenants or leaseholders of **Property** dwellings and give or, as the case may be, refuse consent in respect of the matters listed in paragraph 1 of Schedule 11.
- 17.3 Where consent is required in respect of a matter that is not listed in Schedule 11, the **Tenant Management Organisation** and the Council will agree as to which of them should consider the application, and Schedule 11 will be amended accordingly in accordance with the provisions of clause 18.1 c) of Chapter 1.
- 17.4 Where the **Tenant Management Organisation** and the Council are unable to reach agreement under clause 17.3, the provisions of clause 18 of Chapter 7 will be applied.

18 Right to buy and sales

*(Option B: The **Tenant Management Organisation** collects **Rent** and manages **Rent Arrears**.) Link to Chapter 3, clause 2, Options B and C and Chapter 3, clause 3, Options C, D and E.*

- 18.1.1 The Council will consult the **Tenant Management Organisation** about the general terms and conditions of sale of **Property** dwellings. The Council will:
- a) provide the **Tenant Management Organisation** with a copy of the terms and conditions of sale; and
 - ~~b)~~a) give the **Tenant Management Organisation** not less than one month's advance written notice of any proposed change to the terms and conditions of sale.
- 18.1.2 The **Tenant Management Organisation** may request the Council to alter any of the terms and conditions of sale which directly affects the **Tenant Management Organisation's** exercise of its management functions under this Agreement. The Council will not refuse to make or delay in making the alteration requested without good reason.
- 18.2 The Council will within 14 days notify the **Tenant Management Organisation** in writing of any of the following:

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- a) the receipt of a notice from a tenant under section 122 of the Housing Act 1985 claiming to exercise the **Right to Buy**;
- b) the service of a notice by the Council under section 124 of the Housing Act 1985 admitting or denying the **Right to Buy**;
- c) the service of a notice by the Council under section 125 of the Housing Act 1985 notifying the tenant of the purchase price to be paid in exercising the **Right to Buy** and of other matters;
- d) the service of a notice by the Council under section 140 or 141 of the Housing Act 1985 requiring the tenant to complete;
- e) the receipt of any notice from a tenant served under section 144 of the Housing Act 1985 claiming to exercise the right to acquire on rent to mortgage terms;
- f) the receipt of a notice from a tenant under section 153A of the Housing Act 1985 of an initial notice of delay, or the service of a counter-notice by the Council under that section; and
- g) the receipt of a notice from a tenant under section 122 of the Housing Act 1985 withdrawing a claim to exercise the **Right to Buy**.

18.3 The Council will keep the **Tenant Management Organisation** informed of the progress of the claim at each major stage.

*(Option 2: The **Tenant Management Organisation** is authorised to take action to terminate tenancies.)*

18.4 The **Tenant Management Organisation** will:

18.4.1 within 14 days of receiving a written request from the Council supply the Council with any information it may reasonably require in order to comply with its obligations under Part 5 of the Housing Act 1985;

18.4.2 inform the Council within 7 days of commencing possession proceedings that it has done so; and

18.4.3 immediately give the Council written notice if it obtains or has obtained a Court Order for the Possession of a dwelling in respect of which it has received notification under clause 18.2 that a tenant has served a notice claiming to exercise the **Right to Buy**.

18.5 The Council will give the **Tenant Management Organisation** at least seven days' notice in writing of the expected completion date of the sale of any dwelling in the **Property** under Part 5 of the Housing Act 1985. On receiving this notice the **Tenant Management Organisation** will immediately notify the Council in writing of any arrears of **Rent**.

18.6 The Council will not complete the sale of any **Property dwelling** if the tenant has any amount outstanding of **Rent** or any other payment due from him as a tenant for a period of four weeks after it has been lawfully demanded. Before completing the sale of any **Property dwelling** the Council will make all reasonable attempts to recover from the tenant any arrears notified to the Council under clause 18.5.

18.7 Where the Council fails to follow the procedure or fails to consult the **Tenant Management Organisation** as set out in this clause the Council will be liable for any rent arrears that arise.

19 Enquiries before exchange of contracts

(Option A: The Council deals with pre-contract enquiries.)

19.1 The Council will deal with enquiries before exchange of contracts.

19.2 The **Tenant Management Organisation** will provide the Council with such relevant information as it possesses to assist the Council in answering enquiries before exchange of contracts.

20 Use of property

20.1 The **Tenant Management Organisation** will obtain the written consent of the Council before it:

- a) permits any **Property dwelling** to be used other than as a private dwelling;
- b) grants to the occupiers of any land or buildings which adjoins any part of the **Property** any right to use any part of the **Property** or services in or under any part of the **Property** or admit any claim to such a right;
- c) sells or permits the sale of alcohol anywhere in the **Property**;
- d) displays or permits the display of any advertisement anywhere in the **Property**; or
- e) permits any other areas within the **Property** to be used for other than their original purpose at the **Starting Date**.

20.2 The **Tenant Management Organisation** will obtain written consent from the Council before it rehabilitates, modernises, alters, or improves any existing structure forming part of the **Property** or constructs any new building. This consent will not be withheld without good reason.

Chapter 7

Staffing and Management of the Relationship between the Tenant Management Organisation and the Council

Note on clause 1 and TUPE

*In any particular set of circumstances, TUPE (the transfer of undertakings protection of employment provisions set out in the Transfer of Undertakings (Protection of Employment) Regulations 1981) will or will not apply, depending on the facts of the case and the applicable law. Accordingly, it is not possible for the **Tenant Management Organisation** and the Council to freely choose whether or not TUPE applies: rather, it is a matter of deciding whether it does or does not apply. It is only in the most exceptional circumstances that TUPE will not apply. Accordingly, there are three possible scenarios:*

- i) TUPE does not apply;*
- ii) TUPE applies but there is no actual transfer of staff from the Council to the **Tenant Management Organisation**;*
- iii) TUPE applies and there is a transfer of staff from the Council to the **Tenant Management Organisation**.*

Where scenario (i) or (ii) applies, there is no need for an individual Agreement to make any provision. Accordingly, only scenario (iii) is dealt with, in clause 1 below.

1 The transfer of staff from the Council to the Tenant Management Organisation where there is a transfer of an undertaking by the virtue of the Transfer of Undertakings (Protection of Employment) regulations 1981

*[to be used only where TUPE does not apply and there is no transfer of staff from the Council to the **Tenant Management Organisation**.]*

1.1 Clause not included.

2 Employment of staff (other than those transferring under clause 1)

2.1 The duties of any staff employed by the **Tenant Management Organisation** and their terms and conditions of employment (including salaries and rates of pay) will be decided by the **Tenant Management Organisation**. The **Tenant Management Organisation's** recruitment policy, disciplinary procedures, and standard terms and conditions for staff are set out in the Annex.

2.2 In employing the Staff the **Tenant Management Organisation** will comply with:

- a) the **Tenant Management Organisation's** Equalities and Diversity Policy and Procedures (see Chapter 1 clause 10); and
- b) the obligations imposed by statute.

3 Secondment of Council staff to the Tenant Management Organisation

(Option A: Secondment option is not chosen.)

3.1 Clause not included.

4 Employment of contractors

4 Employment of contractors

(Option B: The Tenant Management Organisation establishes its own list of approved contractors.)

4.1 The **Tenant Management Organisation** will establish a **Tenant Management Organisation Approved List** of contractors to provide the services the **Tenant Management Organisation** considers it needs to contract out in order to fulfil its obligations under this Agreement. The **Tenant Management Organisation** will not enter into a contract with any contractor who is not on the **Tenant Management Organisation's Approved List**.

4.2 The **Tenant Management Organisation** will only appoint contractors to the **Tenant Management Organisation's Approved List** who:

- a) have the capacity to do work required by the **Tenant Management Organisation** to an acceptable standard of quality;
- b) have adequate public and employer's liability insurance or professional indemnity insurance if appropriate;
- c) give the **Tenant Management Organisation** an undertaking to comply with obligations imposed by statute;
- d) if they are to repair or service electrical installations, are registered with the National Inspection Council for Electrical Installation Contractors or another equivalent body in another Member State of the European Union; and
- e) if they are to service or install gas appliances, are registered on the Gas Safe Register or another equivalent body in another Member State of the European Union.

- 4.3 The **Tenant Management Organisation** will only enter into a contract for management, support, repairs or other services, or for **Major Works**, with a contractor on the **Tenant Management Organisation's Approved List**.
- 4.4 The Council may request the **Tenant Management Organisation** to include a contractor on the **Tenant Management Organisation's Approved List**, and inclusion in response to such a request will not be refused or delayed without good reason. If the **Tenant Management Organisation** refuses to include a contractor requested by the Council on the **Tenant Management Organisation's Approved List** the **Tenant Management Organisation** will notify the Council in writing of the reasons for the refusal.
- 4.5 The Council may request the **Tenant Management Organisation** to remove a contractor from the **Tenant Management Organisation's Approved List**. The request will be in writing and will state the reasons why the Council considers that the contractor should be removed from the **Tenant Management Organisation's Approved List**. The **Tenant Management Organisation** will give proper consideration to a request from the Council and will within three months of receiving the request inform the Council in writing of the **Tenant Management Organisation's** decision. If the **Tenant Management Organisation** decides not to remove the contractor from the **Tenant Management Organisation's Approved List**, the **Tenant Management Organisation** will give the Council written reasons for the **Tenant Management Organisation's** decision.
- 4.6 In any case where EU Directive 77/62 (award of public supply contracts), 71/305 (award of public works contracts), or 92/50 (award of public service contracts) ("a public contract Directive") applies, the provisions of this clause will not apply to the extent that they are incompatible with obligations arising under a public contract Directive, or with measures implementing a public contract Directive in the United Kingdom.

5 Access to Council officers

- 5.1 The Council will ensure the **Tenant Management Organisation** has access to all the Council officers with whom the **Tenant Management Organisation** requires or is likely to require contact in order to fulfil its obligations under this Agreement. A **List of Council Officers** will be sent to the **Tenant Management Organisation** by the **Starting Date** and updated when necessary.

6 Liaison officers

- 6.1 On or before the **Starting Date** the Council will nominate an officer from the staff concerned with the management of the Council's housing to be the **Liaison Officer** between the Council and the **Tenant Management Organisation**. The **Liaison Officer** will be the **Tenant Management Organisation's** first point of contact on day to day matters concerning the operation of this Agreement and the obligations of the **Tenant Management Organisation** and the Council under this Agreement. Any changes to the work of the liaison officer will be with the agreement of both parties. The role and the responsibilities of the **Liaison Officer** are set out in Schedule 3 (**Liaison Officer Role and Responsibilities**).

- 6.2 The Council may by written notice to the **Tenant Management Organisation** change the **Liaison Officer**.
- 6.3 If invited to do so by the **Tenant Management Organisation**, the **Liaison Officer** may attend and speak (but not vote) at all meetings of the **Tenant Management Organisation**, its committees or subcommittees. The **Tenant Management Organisation** will send the **Liaison Officer** copies of all agendas, papers and minutes of general meetings, committee meetings and subcommittee meetings.
- 6.4 The Council will be open and accountable in all dealings concerning the **Tenant Management Organisation** and the operation of this Agreement except where this would involve a breach of confidentiality or contravene the Data Protection Act 1998.
- 6.5 By the **Starting Date** the **Tenant Management Organisation** will nominate either a member of the Management Committee or a member of staff to be the **Tenant Management Organisation Liaison Officer**. The **Tenant Management Organisation Liaison Officer** will be the Council's first point of contact on day to day matters concerning the operation of this Agreement and the obligations of the **Tenant Management Organisation** and the Council under this Agreement.
- 6.6 The **Tenant Management Organisation** may change the **Tenant Management Organisation Liaison Officer** by written notice to the Council.

7 Tenant Management Organisation Liaison committee

*[A **Tenant Management Organisation Liaison Committee** meets to discuss strategic issues and general policy concerning **Tenant Management Organisation's** and not the performance of individual **Tenant Management Organisations**.]*

- 7.1 Where there is more than one **Tenant Management Organisation** managing the Council stock, the Council will establish a Joint **Tenant Management Organisation Liaison Committee**. The Council will decide the terms of reference of the **Tenant Management Organisation Liaison Committee**, after consultation with the **Tenant Management Organisations** managing the Council's stock, and the Committee will meet at least twice a year. The Council will decide which elected councillors or officers will represent the Council as the **Council's Representatives** on the **Tenant Management Organisation Liaison Committee**.
- 7.2 The **Tenant Management Organisation Liaison Committee** will discuss strategic issues and matters of general policy that relate to **Tenant Management Organisations**, but not the performance of individual **Tenant Management Organisations**.
- 7.3 The **Tenant Management Organisation** may send representatives to each meeting of the **Tenant Management Organisation Liaison Committee**.
- 7.4 The **Tenant Management Organisation** will be entitled to meet the **Council's Representatives** other than at a **Tenant Management Organisation Liaison Committee** meeting at least once a year.

8 The Council's nominee

(Option A: Council does not have nomination rights.)

8.1 Clause not included.

9 Help to the Tenant Management Organisation

9.1 The Council will consider all written requests made by the **Tenant Management Organisation** for help in carrying out any of the obligations of the **Tenant Management Organisation** under this Agreement.

9.2 Where a request for help is made by the **Tenant Management Organisation** under this clause the Council will consider the **Tenant Management Organisation's** request and give the **Tenant Management Organisation** written notice of the Council's decision within 21 days of receipt of the request, and:

a) if it is within the power of the Council and the Council is reasonably able to do so, grant the **Tenant Management Organisation's** request, subject to such terms and conditions (including payment) as the Council may reasonably require; or

b) if it refuses the request, give reasons why the Council cannot grant the request in its written notice.

9.3 Where the Council agrees to a request for help, the terms and conditions will be confirmed in writing between the Council and the **Tenant Management Organisation**.

9.4 The Council agrees to respond to all correspondence from the **Tenant Management Organisation** on matters other than those falling within clause 9.1 within a period that is reasonable for the item of correspondence concerned.

10 Service of notices

10.1 Any notice served by the Council or the **Tenant Management Organisation** under the following clauses:

- a) Chapter 1, clause 19 (notices relating to failure to perform);
- b) Chapter 1, clause 20 (notices relating to the ending of this Agreement);
- c) Chapter 3, clause 3 (notices relating to rent arrears control);
- d) this Chapter, clause 18 (notices relating to dispute or arbitration); and
- e) Chapter 6, clause 18 (notices relating to Right to Buy applications).

will either be served by hand and receipt acknowledged by the Council's nominated **Liaison Officer** (or in the **Liaison Officer's** absence by a more senior officer) or be sent by recorded delivery post to the **Council's Offices** or, as the case may be, to

the **Tenant Management Organisation Secretary or Chair at the Tenant Management Organisation's Registered Office.**

10.2 All other written notices may be served by post, and service is deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice and to have been effected at the time at which the letter would be delivered in the ordinary course of post. In the event of a dispute arising as to the service of a notice the burden of proof of posting will rest with the sender.

10.3 Except for the notices mentioned in clause 10.1, any notice or letter which the **Tenant Management Organisation** sends to the Council under the terms of this Agreement is to be sent to the Council's appropriate Chief Officer at the **Council's Offices**. Any notice or letter which the Council sends to the **Tenant Management Organisation** under the terms of this Agreement is to be sent to the Secretary of the **Tenant Management Organisation** at the **Tenant Management Organisation's Registered Office**.

11 Misdirected notices

11.1 The **Tenant Management Organisation** will within five working days pass on to the Council any notice or application concerning a **Property dwelling** served on the **Tenant Management Organisation** in respect of a matter for which it does not exercise management functions under this Agreement.

11.2 The Council will within five working days pass on to the **Tenant Management Organisation** any notice or application concerning a **Property dwelling** served on the Council in respect of a matter for which the **Tenant Management Organisation** exercises management functions under this Agreement.

12 Notice of legal proceedings

12.1 The Council will within five working days notify the **Tenant Management Organisation** of the commencement of any legal proceedings that may affect the exercise of the **Tenant Management Organisation's** management functions under this Agreement and of every step that has been taken in such proceedings and the outcome of each such step.

12.2 The **Tenant Management Organisation** will within five working days notify the Council of the commencement of any legal proceedings that may affect the Council as owner of the **Property** and of every step that has been taken in such proceedings and the outcome of each such step.

13 Information to be provided

13.1 The **Tenant Management Organisation** will provide the Council with any information the Council may require in order to comply with the obligations imposed on the Council by law, including any information required the Regulator, or the Council's Internal or external Auditor to carry out their duties.

13.2 The Council will provide the **Tenant Management Organisation** with any information the **Tenant Management Organisation** may reasonably request in order for it to carry out its management functions under this Agreement.

14 Changes in management or ownership

14.1 The Council will consult and involve the **Tenant Management Organisation** at an early stage of any discussions or proposals to transfer or dispose of its interest in the whole or part of the **Property** or to transfer its management functions in respect of its housing stock to another provider, including any proposal to set up an Arms Length Management Organisation.

14.2 The **Tenant Management Organisation** will inform the Council in writing as soon as possible if:

a) the **Tenant Management Organisation** resolves to investigate a transfer of ownership of the **Property**; and

b) the **Tenant Management Organisation** resolves to be the nominee purchaser in an application made by the qualifying tenants under section 13 of the Leasehold Reform, Housing and Urban Development Act 1993 (leasehold enfranchisement) claiming to exercise the **Right to Enfranchise**.

14.3 The Council will inform the **Tenant Management Organisation** in writing as soon as possible:

a) of the progress of a matter mentioned in clause 14.1; and

b) if it receives any notice under section 13 of the Leasehold Reform Housing and Urban Development Act 1993 (leasehold enfranchisement) that any person is claiming the **Right to Enfranchise**.

15 Statutory consultation

(Option A: The Council carries out statutory consultation.)

15.1 Subject to the provisions of clauses 5 and 6 of Chapter 4, the Council will carry out consultation with tenants or leaseholders required by statute ("statutory consultation").

16 Non-statutory consultation

16.1 The Council or the **Tenant Management Organisation** may carry out such non-statutory consultation with the lawful residents of **Tenant Management Organisation Property dwellings** as they consider desirable in relation to any matter within the scope of this Agreement.

16.2 Where the Council or the **Tenant Management Organisation** wishes to carry out non-statutory consultation, it will inform the other party that it proposes to carry out such consultation, and the matters on which it wishes to consult. The other party will

provide such information and assistance as the party carrying out the consultation may reasonably require.

17 Complaints about the Tenant Management Organisation's or council's performance as manager of the property dwellings

17.1 If a tenant, leaseholder or freeholder makes a complaint about the performance of the **Tenant Management Organisation** or the Council in managing the dwelling, the **Management Complaint** will be investigated in accordance with the **Management Complaints Policy and Procedure** set out in Schedule 4.

17.2 The **Tenant Management Organisation** will provide the Council with the assistance and information it may reasonably require in dealing with a Housing Ombudsman' Service investigation of a **Management Complaint** about the **Tenant Management Organisation's** performance as manager of the **Property**.

18 Disputes and arbitration

18.1 Subject to the provisions of clause 18.2, if a dispute between the Council and the **Tenant Management Organisation** arises out of the operation of this Agreement, the Council or, as the case may be, the **Tenant Management Organisation** may serve on the other party a **Notice of Dispute**, whether or not this clause is referred to in the relevant clause of the Agreement. The notice will state the nature of the dispute and the action the aggrieved party wishes the other party to take in order to resolve it.

18.2 Where a case falls within clause 19 of Chapter 1 (failure to perform), a **Notice of Dispute** may only be served:

i) by the **Tenant Management Organisation** following the service of a **Breach Notice** on it by the Council;

ii) by the Council following the service of a **Failure Notice** on it by the **Tenant Management Organisation**; and

iii) where one party does not accept the reasons that have been given by the other party as to why, following service of the Notice, it is not able to comply with the requirements of the Notice.

(Option 1: Tenant Management Organisations run by a Management Committee.)

18.3 If the Council serves a **Notice of Dispute** on the **Tenant Management Organisation**, the **Tenant Management Organisation** will, within 14 days of receiving it, consider the dispute at a Management Committee meeting. The **Tenant Management Organisation** will inform the Council in writing of its response and the action (if any) it intends to take to resolve the dispute within seven days of the Management Committee Meeting.

Provisions common to Option 1 and Option 2

- 18.4 If the Council is not satisfied with the **Tenant Management Organisation's** response to the **Notice of Dispute**, the Council may in writing:
- a) request the **Tenant Management Organisation** to give reasoned consideration as to whether the dispute could be settled by mediation or some other form of alternative dispute resolution and to respond in writing within seven days of the request; or
 - b) request the **Tenant Management Organisation** to convene a Special General Meeting to consider the dispute. The **Tenant Management Organisation** will within seven days of receiving the request convene a Special General Meeting to be held on the earliest date which complies with the notice provisions of the **Tenant Management Organisation's** constitution for such a meeting. The **Tenant Management Organisation** will inform the Council of its final response and the action (if any) that it intends to take to resolve the dispute within seven days of the Special General Meeting.
- 18.5 If the **Tenant Management Organisation** serves a **Notice of Dispute** on the Council, the appropriate Chief Officer of the Council will consider the dispute within 14 days of receiving the **Notice of Dispute**. The Council will inform the **Tenant Management Organisation** in writing of its response and the action (if any) it intends to take to resolve the dispute within 21 days of receiving the **Notice of Dispute**.
- 18.6 If the **Tenant Management Organisation** is not satisfied with the Council's response to the **Notice of Dispute**, the **Tenant Management Organisation** may in writing:
- a) request the Council to give reasoned consideration as to whether the dispute could be settled by mediation or some other form of alternative dispute resolution and to respond in writing within seven days of the request; or
 - b) request the Council to consider the dispute at the next meeting of the appropriate Council body. The meeting will consider the dispute and will inform the **Tenant Management Organisation** in writing of the Council's final response and the action (if any) that the Council intends to take to resolve the dispute within seven days of the meeting.
- 18.7 The provisions of Schedule 5 (**Alternative Dispute Resolution Procedure**) will apply where a request has been made under clause 18(4)(a) or 18(6)(a).
- 18.8 If after the above disputes procedure has been followed the dispute remains unresolved or one party does not follow the dispute process, the Council or, as the case may be, the **Tenant Management Organisation** may refer the dispute to arbitration under the Arbitration Act 1996, giving notice in writing to the other party.
- 18.9 Applications for arbitration will be made to the Chartered Institute of Arbitrators in accordance with the **Arbitration Scheme** in Schedule 6. The arbitrator will be appointed and the arbitration procedure carried out in accordance with Schedule 6. The decision of the arbitrator will be binding on the **Tenant Management Organisation** and the Council.

18.10 Nothing in this clause will limit the right of the Council or the **Tenant Management Organisation** to pursue other lawful remedies, including ending this Agreement under clause 20 of Chapter 1, in the event of the Council or the **Tenant Management Organisation** failing to carry out their respective management functions under this Agreement.

19 Information to the Secretary of State

19.1 The Council and the **Tenant Management Organisation** will provide the Secretary of State with any information the Secretary of State may reasonably require about the **Tenant Management Organisation** or the working of this Agreement.

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Chapter 8

Performance, Monitoring and Reviewing of Standards

1 The Tenant Management Organisation's performance standards

- 1.1 In carrying out its management functions under this Agreement the **Tenant Management Organisation** agrees to comply with the policies, procedures and performance standards set out in the Schedules to this Agreement.
- 1.2 To ensure that the **Tenant Management Organisation** complies with the provisions of clause 1.1 the **Tenant Management Organisation** agrees to set the **Tenant Management Organisation's Key Performance Indicators ("KPIs")**, which enable the **Tenant Management Organisation** to measure its performance against the standards it is required to achieve. The **Key Performance Indicators** will be set in accordance with the provisions of the Schedule.
- 1.3 The **Tenant Management Organisation** agrees to provide information to enable the Council to monitor the effective performance of the **Tenant Management Organisation**.
- 1.4 The **Tenant Management Organisation's Key Performance Indicators** will:
- a) be set in consultation with the Council;
 - b) take into account the length of time the **Tenant Management Organisation** has managed the **Property** dwellings under this Agreement, the size of the **Tenant Management Organisation** and any local circumstances, which may affect performance;
 - c) broadly reflect the targets set by the Council for the management and maintenance of the comparator area specified in the Annex which is under the Council's direct management or managed by another organisation;
 - d) include targets set by the **Tenant Management Organisation** to reflect local circumstances; and
 - e) include, at the **Starting Date**, the performance indicators listed in the Schedule, which can be varied as provided for in the Schedule.

2 The Council's performance standards

- 2.1 In carrying out its management functions under this Agreement the Council agrees to comply with the performance standards set out in the Schedules to this Agreement when carrying out, in relation to the **Property**, those of its management functions that

are not, under this Agreement, being exercised by the **Tenant Management Organisation**.

2.2 To demonstrate that the Council is complying with its obligations under clause 2.1 the Council will set out the **Council's Key Performance Indicators**, which enable it to measure its performance.

2.3 The **Council's Key Performance Indicators** will be set in accordance with the provisions of the Schedule, and can be varied as provided for in the Schedule.

3 Regular monitoring and development meetings

3.1 The **Tenant Management Organisation** will provide such information and access to records as the Council may reasonably need to monitor the **Tenant Management Organisation's** performance.

3.2 The Council and **Tenant Management Organisation** should agree on the frequency of any periodic monitoring meetings for the purposes of:

- a) monitoring the performance of the **Tenant Management Organisation** in carrying out its management functions under this Agreement; and
- b) monitoring the performance of the Council in carrying out its management functions under this Agreement.

Each party will provide the other party with sufficient information, including finance information and information on **Key Performance Indicator's**, no less than 14 days before the date of the meeting to enable monitoring to be properly carried out.

3.3 In light of the periodic monitoring meetings, the **Tenant Management Organisation** and council should agree on any follow up action. Where it is agreed that the council will prepare a report which evaluates the **Tenant Management Organisation** and its own performance, this should be sent to the Tenant Management Organisation committee, and its contents fed into the council's internal monitoring arrangements.

3.4 The Council will ensure that the obligations imposed on the **Tenant Management Organisation** under this Chapter are not so onerous as to prevent the **Tenant Management Organisation** from fulfilling its obligations under this Agreement or to impair its ability to fulfil those obligations.

4 Annual review

4.1 The Council and **Tenant Management Organisation** should agree on the frequency with which the **Tenant Management Organisation** reviews its performance, and the arrangements for such a review. This should not be more frequently than once per year, and should involve the **Tenant Management Organisation** comparing its performance against the agreed key performance indicators. Where the **Tenant Management Organisation** requests the Council not to publish any indicator on the grounds that it may reveal confidential information about a tenant or employee, the Council will comply with the request if it is reasonable to do so in the particular

circumstances of the case. The Council will provide the necessary information for the **Tenant Management Organisation** to publish the **Tenant Management Organisation's Performance Report**.

- 4.2 The **Tenant Management Organisation** will send a copy of its performance review report to the Council. It is good practice for the **Tenant Management Organisation** to also make available information regarding its performance to every tenant, leaseholder and freeholder. The **Tenant Management Organisation** may also make the information available to others, on request.
- 4.3 The Council and **Tenant Management Organisation** should decide on the next steps following the performance review report, ideally within 3 months of its completion. This could include a meeting to consider their respective performance and to decide on the action needed to rectify any deficiencies in the **Tenant Management Organisation's** or the Council's performance. Nothing in this clause prevents the Council or the **Tenant Management Organisation** taking action for breach of this Agreement in respect of deficiencies in performance under clause 19 of Chapter 1.
- 4.4 Within three months of a Review meeting, the **Tenant Management Organisation** should produce a report of the meeting. This report should be made available to the **Tenant Management Organisation's** Management Board.

5 Equalities and diversity

- 5.1 The Council and **Tenant Management Organisation** should decide how frequently the Council measures the effectiveness of the **Tenant Management Organisation's Equalities and Diversity Policy and Procedures** and reports to the **Tenant Management Organisation's** committee on its findings. The **Tenant Management Organisation** will consider the report and make such changes as the Council may reasonably require ensuring that the **Tenant Management Organisation** complies with implementing its **Equalities and Diversity Policy and Procedures** (see Chapter 1, clause 10).

6 Periodic and special reviews

- 6.1 The council and **Tenant Management Organisation** will decide the arrangements for measuring the total performance of the **Tenant Management Organisation** in carrying out its management functions under this agreement. Subject to clause Subject to clauses 6.7 this review should not be held more frequently than once every three years. In monitoring the **Tenant Management Organisation's** performance, the council and the **Tenant Management Organisation** should agree the matters to be included.
- 6.2 As soon as may be practicable after completing the review the Council will produce a **Review Report** which will:
- a) identify the deficiencies (if any) in the functioning or performance of the **Tenant Management Organisation**;

- b) make positive recommendations as to the action and practical steps which the **Tenant Management Organisation** needs to take; and
- c) set out the periods within which the Council considers that remedial action should be taken.

The Council will provide the **Tenant Management Organisation** with a copy of the **Review Report** as soon as it is available.

6.3 Within two months of receipt of the **Review Report** the **Tenant Management Organisation** will respond in writing to the **Review Report** setting out:

- a) the recommendations for action which the **Tenant Management Organisation** accepts, setting out the **Tenant Management Organisation's** plan and periods within which those recommendations will be implemented; and
- b) the findings and recommendations (if any) with which the **Tenant Management Organisation** disagrees, stating the reasons for the disagreement and the evidence relied upon as showing that the Council has reached incorrect conclusions.

6.4 If the **Tenant Management Organisation** disagrees with the **Review Report** and responds to it under clause 6.3 b) , the Council will, within one month of receiving the **Tenant Management Organisation's** response, give reasoned consideration to the **Tenant Management Organisation's** response and, in writing, either:

- a) accept the **Tenant Management Organisation's** response and amend the findings and recommendations for action in the **Review Report**; or
- b) give reasons why the **Tenant Management Organisation's** response is not accepted by the Council and require the **Tenant Management Organisation**, within one month, to submit its written plan for implementing the recommendations.

6.5 If a disagreement remains between the Council and the **Tenant Management Organisation** after the Council has given reasons in accordance with clause 6.4 b) why it requires the recommendations in the **Review Report** to be implemented, the disagreement will be settled by using the procedure for settling disputes specified in clause 18 of Chapter 7.

6.6 The **Review Report** will form the basis of the information presented to the tenants and leaseholders by the **Tenant Management Organisation** before a decision under clause 17 of Chapter 1 as to whether the **Tenant Management Organisation** is to continue as manager of the **Property** dwellings.

6.7 Where the Council has reason to believe that there are serious failings in the financial performance, management or governance of the **Tenant Management Organisation**, and that there is no realistic prospect of remedying the situation by taking action under any other provision of this Agreement, it may carry out a **Special Review** under the provisions of this clause . The consent of the **Tenant Management Organisation** is required that the persons proposed by the Council to carry out the **Special Review** may so act, but such consent is not to be unreasonably withheld.

6.8 The carrying out of a **Special Review** does not prevent the Council from taking action against the **Tenant Management Organisation** for breach of this Agreement in respect of deficiencies in performance under clause 19 of Chapter 1.

Schedules

The Schedule: Key performance indicators Clause 1

The **Tenant Management Organisation's** Key Performance Indicators, to enable it to measure its performance against the standards it is required to achieve under the Agreement, must be listed in Annex A to this Schedule. This must also describe the basis on which the Indicators have been set.

The Council's Key Performance Indicators, to enable it to measure its performance against the standards it is required to achieve under the Agreement, must be listed in Annex B to this Schedule. This must also describe the basis on which the Indicators have been set.

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Chapter 9

Definition of Terms and Location of First Use of a Term

This Chapter provides definitions of the terms which are in **Bold Letters** in the text of this Agreement. The Chapter and clause reference given for each term locates where the term is first used in the Agreement.

Allowances

(Chapter 1, clause 18 – and see Chapter 5, clause 1)

The annual sum of money paid by the Council to the **Tenant Management Organisation** to carry out the **Tenant Management Organisation's** management functions under this Agreement. The **Allowances** are the aggregate of sums calculated in accordance with the method of calculation set out in the **Right to Manage Guidance: Calculating Allowances for Tenant Management Organisations** and the amount for additional services included at the **Tenant Management Organisation's** request.

Annual Accounts

(Chapter 5, clause 10, Option B)

The accounts and balance sheet produced by the **Tenant Management Organisation** each year within 6 months of the end of the **Tenant Management Organisation's Financial Year**.

Annual Review

(Chapter 8, clause 4)

Annual review by the Council and the **Tenant Management Organisation** of the **Tenant Management Organisation's** and the Council's performance during the previous **Financial Year**.

Annual Review Meeting

(Chapter 8, clause 4)

The annual meeting between the **Tenant Management Organisation** and the Council to review their respective performance.

Anti-Social Behaviour Policy and Procedures

(Chapter 6, clause 2)

The policies and procedures set out in the Council's Statement of Policies and Procedures on Anti-Social Behaviour as required by section 218A of the Housing Act 1996.

Anti-Social Behaviour and Harassment Policy and Procedure

(Chapter 6, clause 8, Option A)

The policy and procedure set out in Schedule 7 to Chapter 6 with which the **Tenant Management Organisation** is to comply in dealing with cases of anti-social behaviour and harassment.

Application to Exchange

(Chapter 6, clause 12)

An application from a secure tenant who wishes to exercise the Right to Exchange under section 92 of the Housing Act 1985.

Approved Person

(Chapter 1, clause 18)

A person, approved by the Secretary of State under the **Right to Manage Regulations**, to confirm the competence of the **Tenant Management Organisation** to take on the range of management functions chosen.

Arrears Prevention and Control Procedures

(Chapter 3, clause 1)

The procedures agreed between the Council and the **Tenant Management Organisation** that will be used for the prevention and control of **Rent** arrears and for managing cases of arrears.

Breach Notice

(Chapter 1, clause 19)

Written notice from the Council to the **Tenant Management Organisation** that the **Tenant Management Organisation** is in breach of the Agreement because it is failing to exercise a management function or management task to the performance standards referred to in clause 1 of Chapter 8, or there has been a financial breach by the **Tenant Management Organisation**. A **Breach Notice** will normally only be served after failure by the **Tenant Management Organisation** to implement an improvement plan.

Breach

(Chapter 6, clause 9, Option B)

A breach of the terms in the tenancy, lease or freehold covenant.

Choice based Lettings Scheme

(Chapter 6 clause 3, Option D)

A scheme introduced by the Council to allow people to apply for available local authority or housing association accommodation which is openly advertised or, in some areas, is advertised only to those on the Council's waiting list.

Claim to the Right of Succession

(Chapter 6, clause 15)

A claim that a person is qualified to succeed to the tenancy of a dwelling under sections 87 to 90 of the Housing Act 1985.

Complaint

(Chapter 6, clause 9, Option B)

A written request from a resident to the **Tenant Management Organisation** requesting the **Tenant Management Organisation** to take action

Consultation requirements

(Chapter 4, clause 6)

The requirements of sections 20 and 20ZA of the Landlord and Tenant Act 1985 in relation to service charges.

Contract Works Limit

(Chapter 7, clause 4, Option A)

The Contract Works limit is £..... The **Tenant Management Organisation** must let contracts above this amount to contractors from the **Council's Approved List**.

Council's Approved List

(Chapter 7, clause 4)

The lists of contractors approved by the Council for carrying out works in excess of the **Contract Works Limit**.

Council's Key Performance Indicators

(Chapter 8, clause 2)

The performance indicators set up by the Council to measure the standard of the Council's performance of its retained obligations under this Agreement.

Council's Offices

(Chapter 7, clause 10)

The offices of the Council to which all notices required by the Agreement which are sent by post, are to be sent.

Council's Representatives

(Chapter 7, clause 7)

The elected councillors or officers representing the Council on the **Liaison Committee**.

Crime and Disorder Reduction Partnership

(Chapter 6, clause 2)

A statutory partnership formed in accordance with the provisions of the Crime and Disorder Act 1998 in every local government area.

Equal Opportunities Policy and Procedures

(Chapter 1, clause 10)

The **Tenant Management Organisation's** Equal Opportunities Policies and Procedures set out in Schedule 2 to Chapter 1.

Estate Services

(Chapter 2, clause 10)

Services provided by the **Tenant Management Organisation** or the Council in respect of an estate.

Failure Notice

(Chapter 1, clause 19)

Written notice from the **Tenant Management Organisation** to the Council that the Council is not fulfilling one or more of its obligations in respect of management functions not being exercised by the **Tenant Management Organisation** or its obligations under the Agreement against a person with whom the resident is in dispute.

Financial Procedures

(Chapter 5, clause 2)

The agreement between the Council and the **Tenant Management Organisation** as to the financial procedures to be operated by the **Tenant Management Organisation**, set out in Schedule 2.

Financial Report

(Chapter 5, clause 10, Option A)

The written statement of account prepared by the Council showing costs in comparison with the **Allowances**, provision for any other liabilities incurred by the **Tenant Management Organisation**, and the **Surplus Fund**.

Financial Year

(Chapter 3, clause 9 – see Chapter 5, Clause 6)

The **Tenant Management Organisation's** financial year will be from 1 April to 31 March of the following year. This should be the same as the Council's financial year.

Former Tenants' Arrears

(Chapter 3, clause 5)

The total amount of rent arrears debts owed to the Council by former tenants at the **Starting Date**.

Ground Rent

(Chapter 4, clause 4)

An amount paid annually to the Council, as landlord, that is not related to the services provided.

Improvement Notice

(Chapter 2, clause 12)

A written notice from a tenant claiming the Right to Improve under the terms of Section 97 of the Housing Act 1985 or from a leaseholder seeking consent to improve under the terms of his or her lease.

Improvement Plan

(Chapter 1, clause 19)

Plan agreed by the Council and the **Tenant Management Organisation** to improve the **Tenant Management Organisation's** performance or prevent serious financial breaches by it.

Improvements Policy and Procedure

(Chapter 2, clause 13)

The policy and procedure agreed between the Council and the **Tenant Management Organisation** and set out in Schedule 7 to Chapter 2 where an **Improvement Notice** is served by a tenant or a leaseholder having a right to improve his or her dwelling.

Insurance Repairs

(Chapter 2, clause 9)

Repairs to dwellings arising from events that are covered by the Council's buildings insurance policy (such as storm damage, subsidence, fire damage, damage caused by burglary and consequential damage caused by flooding, or burst or leaking pipes).

Introductory Tenancy

(Chapter 6, clause 5)

A tenancy granted for an initial, trial period of one year, during which it cannot become a secure tenancy.

Leaseholder

(Chapter 1, clause 2)

A person who has bought his or her house or flat without purchasing the freehold of the property and is holding a lease of more than 21 years.

Local Lettings Policy

(Chapter 6, clause 2)

Policy setting out local lettings priorities for the **Tenant Management Organisation** area which is included in the Council's published allocation scheme.

Liaison Officer

(Chapter 7, clause 6)

The officer from the Council who is nominated by the Council to be the day-to-day point of contact between the Council and the **Tenant Management Organisation**. The Liaison Officer Role and Responsibilities are set out in Schedule 3 to Chapter 7.

List of Council Officers

(Chapter 7, clause 5)

The names, addresses and telephone numbers of the officers of the Council whom the **Tenant Management Organisation** may need to contact in order to fulfil its obligations under this Agreement.

Major Works

(Chapter 2, clause 6)

Cyclical redecoration and associated repairs, structural repairs, renewal of components, fixtures or fittings, and improvements to dwellings considered by the Council to be necessary or desirable.

Major Works Account

(Chapter 5, clause 9)

A bank account set up by the **Tenant Management Organisation** in which that part of the **Allowances** paid in advance to fund **Major Works** is held.

Management and Maintenance Costs

(Chapter 5, clause 2)

Costs incurred by the **Tenant Management Organisation** in exercising its management functions, including the carrying out of repairs.

Management Complaint

(Chapter 7, clause 17)

A complaint by a tenant, leaseholder or freeholder about the performance of the Council or the **Tenant Management Organisation** in managing the **Property**.

Management Complaints Policy and Procedure

(Chapter 7, clause 17)

The written policy set out in Schedule 4 to Chapter 7, which sets out the arrangements for dealing with **Management Complaints**.

Management Functions

(Chapter 2, clause 1)

Management functions exercised by the **Tenant Management Organisation** under the Agreement in respect of the **Property**.

Modular Management Agreement

(Chapter 1, clause 4)

*The approved form of management agreement required by the **Right to Manage Regulations** which an individual agreement must conform to.*

Monitoring and Development Meeting

(Chapter 8, clause 3)

Meeting between the Council and the **Tenant Management Organisation** held at least once every six months to monitor the performance of the **Tenant Management Organisation** and the Council in carrying out their respective management functions under this Agreement.

Net Rent

(Chapter 3, clause 9, option C)

The net amount of **Rent** due from the **Tenant Management Organisation** to the Council at the end of each quarter, as shown in the rent demand sent to the **Tenant Management Organisation** by the Council.

Notice of Dispute

(Chapter 7, clause 18)

A written notice served either by the Council on the **Tenant Management Organisation** or by the **Tenant Management Organisation** on the Council stating that a dispute between the parties has arisen, the nature of the dispute and the action the aggrieved party wishes the other party to take in order to resolve it.

Notice of Breach

(Chapter 6, clause 7, Option A)

Written notice served by the **Tenant Management Organisation** on the Council requesting the Council to take action for breach of tenancy, lease, or freehold covenant (other than on the ground of arrears of rent or service charge).

Partnering Contract

(Chapter 2, clause 7)

A contract for works entered into between the Council and a third party partner, to carry out major works in the form of a partnering arrangement.

Planned Maintenance Repairs

(Chapter 2, clause 1)

Cyclical and programmed repairs, including planned preventative repairs.

Property

(Chapter 1, clause 2)

The housing and other land listed in Schedule 1 to Chapter 1.

Property Dwelling

(Chapter 1, clause 2)

A dwelling listed in Schedule 1 to Chapter 1.

Rent

(Chapter 3, clause 1)

The rent due from tenants including any charge for the provision of services.

Repair Notice

(Chapter 2, clause 3)

Written notice from the **Tenant Management Organisation** to the Council that the Council is not carrying out a repair it has agreed to carry out or is within its repairing obligations as landlord, or written notice from the Council to the **Tenant Management Organisation** that the **Tenant Management Organisation** is not carrying out a repair it has agreed to carry out. The notice can also claim that the standards and time scales agreed are not being complied with.

Reserve Fund

(Chapter 5, clause 8, Option B)

The fund set up by the **Tenant Management Organisation** to meet specified potential liabilities.

Residents' Disputes Policy and Procedure

(Chapter 6, clause 9, Option B)

Policy to be followed by the **Tenant Management Organisation** following a **Complaint** by a lawful resident where the **Tenant Management Organisation** does not consider that a **Breach** is involved.

Responsive Repairs

(Chapter 2, clause 1)

Repairs that cannot be planned or included in a repair programme, covering day to day repairs, group repairs, void repairs and minor works.

Review Report

(Chapter 8, clause 7)

The report produced by the Council on its completion of a **Five Year Review** or **Special Review**.

Right of Succession Notice

(Chapter 6, clause 15)

Notice sent by the **Tenant Management Organisation** to the Council when it has received a **Claim to a Right of Succession**.

Right of Succession Policy

(Chapter 6, clause 15)

Policy operated by the Council in relation to the right of succession as set out in Annex B to Chapter 6.

Right to Buy

(Chapter 1, clause 18 – see also Chapter 6, clause 17)

The statutory Right to Buy, which secure tenants may exercise under the provisions of Part 5 of the Housing Act 1985.

Right to Enfranchise

(Chapter 1, clause 18 – see also Chapter 7, clause 14)

The statutory right of leaseholders under the Leasehold Reform Housing and Urban Development Act 1993 to enfranchise the freehold of the building in which their leasehold property is situated.

Right to Manage

(Chapter 1, clause 18)

The rights exercisable by **Tenant Management Organisations** under the **Right to Manage Regulations**.

Right to Manage Regulations

(Chapter 1, clause 3)

The Housing (Right to Manage) Regulations 1994

Right to Repair Claim

(Chapter 2, clause 13)

A claim made under the **Right to Repair Regulations**.

Right to Repair Regulations

(Chapter 2, clause 13)

The Local Housing Authorities (Right to Repair) Regulations 1994.

Secure tenant

(Chapter 1, clause 17)

A tenant who has been granted a tenancy under section 79 of the Housing Act 1985.

Selection of Tenants Policy and Procedure

(Chapter 6, clause 3)

Policy and Procedure operated by the Council or the **Tenant Management Organisation** in selecting tenants of a vacant **Property dwelling**, as set out in Schedule 2 to Chapter 6.

Service Charges

(Chapter 4, clause 1)

The amount payable by leaseholders and freeholders for services provided by the Council or the **Tenant Management Organisation** within the meaning of section 18 of the Landlord and Tenant Act 1985.

Service Charges Procedure

(Chapter 4, clause 1)

The procedure for dealing with leaseholder and freeholder service charges as set out in the Schedule to Chapter 4

Special Review

(Chapter 8, clause 7)

A review that can be carried out by the Council if the Council has reason to believe that there are serious failings in the financial performance, management or governance of the **Tenant Management Organisation**.

Starting Date

(Chapter 1, clause 5)

The Management Agreement starts on _____ *(fill in date)*.

Starting Date Arrears

(Chapter 3, clause 4)

The amount owed by tenants in arrears at the **Starting Date**, which the **Tenant Management Organisation** will need to collect.

Subletting Policy

(Chapter 6, clause 14)

The policy, set out in Schedule 10 to Chapter 6, in accordance with which applications from tenants to sub-let will be considered.

Supervision Notice

(Chapter 1, clause 19)

A notice served by the Council on the **Tenant Management Organisation** with the effect that relevant management functions become exercisable by the Council's direction for such period as is specified in the notice.

Supervision Termination Notice

(Chapter 1, clause 19)

A notice served by the Council on the **Tenant Management Organisation** with the effect of restoring to the **Tenant Management Organisation** exercise of functions which were specified in the Supervision Notice, from a specified date.

Surplus Fund

(Chapter 5, clause 3, Option A – see also clause 10)

The Surplus Fund is the efficiency savings made by the **Tenant Management Organisation**. It is shown either on the Financial Report prepared by the Council (if clause 10, Option A is used) or in the **Tenant Management Organisations** Annual Accounts and on its balance sheet (if clause 10, Option B is used).

Tenancy Agreement

(Chapter 3, clause 2)

The agreement setting out the terms and conditions of a tenancy for a dwelling as set out in Annex to Chapter 6.

Tenancy Variation Notice

(Chapter 6, clause 6)

Notice served by either the Council or the **Tenant Management Organisation** on the other party proposing to vary the terms of the **Tenancy Agreement**.

Tenant

(Chapter 1, clause 2)

A periodic or fixed term tenant other than a leaseholder of a **Property Dwelling**.

Tenant Management Organisation *(Title Page)*

The **Tenant Management Organisation**. A **Tenant Management Organisation** is required to meet the conditions set out in regulation 1(4) of the **Right to Manage Regulations**.

Tenant Management Organisation's Approved List

(Chapter 7, clause 4)

The list of contractors that are approved to enter into contracts with the **Tenant Management Organisation**.

Tenant Management Organisation Committee

(Chapter 7, clause 8)

A Committee of the **Tenant Management Organisation** properly constituted under the **Tenant Management Organisation's** Constitution.

Tenant Management Organisation's Key Performance Indicators

(Chapter 8, clause 1)

The performance indicators set up in consultation with the Council to measure the standard of the **Tenant Management Organisation's** performance of its obligations under this Agreement.

Tenant Management Organisation Liaison Committee

(Chapter 7, clause 7)

The Joint **Tenant Management Organisation** Liaison Committee established by the Council, where there is more than one **Tenant Management Organisation** in its area, to discuss strategy issues that concern the **Tenant Management Organisations** in the local authority area.

Tenant Management Organisation's Performance Report

(Chapter 8, clause 4)

The report produced within three months of the end of the **Financial Year** by the **Tenant Management Organisation**, which compares the **Tenant Management Organisation's** and the Council performance against their respective key performance indicators.

Tenant Management Organisation's Registered Office

(Chapter 7, clause 10)

The registered office of the **Tenant Management Organisation**, which all notices required by the Agreement that are sent by post are to be sent.

Total Rent

(Chapter 3, clause 7)

A figure representing the rent that the Council would charge if managing the **Property**, plus any additional tenant service charges required by the **Tenant Management Organisation**.

Void Losses

(Chapter 3, clause 10, Option B)

Loss of income due from dwellings in the **Property** that remain vacant.

Voids and Bad Debts Percentage

(Chapter 3, clause 10)%

The percentage of the total amount of money collectable by the **Tenant Management Organisation** on behalf of the Council allowed for rent losses from dwellings that remain empty while reletting occurs (*and bad debts from rent and service charge arrears which the **Tenant Management Organisation** is unable to recover). *Note: omit section of definition in brackets if Chapter 3, clause 12, option A is used*

Voids Percentage Amount

(Chapter 3, clause 9)

The amount allowed for rent losses from dwellings that remain empty while reletting occurs, calculated from the **Voids Percentage**.

Warning Notice

(Chapter 1, clause 19)

If the **Tenant Management Organisation** fails to rectify a problem after a **Breach Notice** the Council can issue a further written notice to the **Tenant Management Organisation** (a **Warning Notice**) warning the **Tenant Management Organisation** that unless a breach of the Agreement is remedied within 21 days the functions specified in the notice will be removed from the functions being exercised by the **Tenant Management Organisation**.

Working day

Any day other than a Saturday, Sunday, or bank holiday.

Cabinet Meeting

20 July 2016

Report title	School Place Planning	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor Claire Darke Education	
Key decision	Yes	
In forward plan	Yes	
Wards affected	All	
Accountable director	Julien Kramer, Education	
Originating service	School Planning and Resources	
Accountable employee(s)	Bill Hague	Service Manager – School Places and Transport
	Tel	01902 556943
	Email	bill.hague@wolverhampton.gov.uk
Report to be/has been considered by		

Recommendation(s) for action or decision:

The Cabinet is recommended to:

1. Approve the Primary School Organisation Strategy 2016-2018.
2. Approve the Secondary Sufficiency Strategy 2016-2018.

Recommendations for noting:

The Cabinet is asked to note:

1. The outcome of consultation on the Primary School Organisation Strategy 2016-2018.
2. The outcome of consultation on the Secondary Sufficiency Strategy 2016-2018.
3. The impact of the demographic uplift on demand for schools in the City.
4. The need to identify and develop appropriate solutions to meet anticipated demand for primary and secondary educational provision in the future.

1.0 Purpose

- 1.1 This report introduces both the Primary School Organisation Strategy 2016-2018 and the Secondary Sufficiency Strategy 2016–2018. The paper reports the outcome of relevant consultation exercises and seeks approval of the two strategic policy documents.

2.0 Background

- 2.1 Local Authorities have a duty to ensure the sufficiency of school places.
- 2.2 Given the ongoing transformation of the educational environment and the changing demographics of the City, strategic policy regarding school organisation is subject to regular review.
- 2.3 Levels of demand for primary provision in Wolverhampton have increased markedly in recent years. In order to meet demand the Council has recently invested heavily in the provision of a significant number of additional school places in areas of high demand across the City.
- 2.4 Since September 2012, Primary School Expansion Programmes have introduced an additional 2,175 additional primary school places across 20 existing primary schools at a cost of in excess of £30 million.
- 2.5 Projected levels of demand suggest that further significant investment will be required in the future in order to ensure that supply can meet demand. Additional capacity is expected to be required in both the primary and secondary estates in the short to medium term.
- 2.6 Adopting a flexible approach is crucial in order to undertake successful school place planning in the current environment. Given the potential for both the establishment of new free school provision and the constantly changing demographics of the City, it is essential that the factors that influence both demand and supply are closely monitored.

3.0 Primary School Organisation Strategy 2016-2018

- 3.1 The Primary School Organisation Strategy 2016-2018 outlines strategic policy with regard to primary school organisation and provides a framework to guide the future development of primary school provision in the City.
- 3.2 The development of the Primary School Organisation Strategy 2016-2018 has been informed by contributions from senior representatives across Education and the maintenance of an Issues Log which highlighted potential changes to the predecessor strategy (Primary School Organisation Strategy 2015-2018).
- 3.3 Following approval from Strategic Executive Board on 8 March 2016 and in order to support the development of the Strategy, key stakeholders were consulted on the draft strategy in March 2016.

- 3.4 Consultation commenced on 10 March 2016 and ran until 24 March 2016. The following parties were consulted:
- Headteachers and Chairs of Governors/Trusts of all infant, junior and primary schools in the City
 - All Ward Councillors
 - Trade Union Representatives
 - Local Diocesan Authorities
 - Members of Wolverhampton's Schools Forum
 - Directors of ConnectEd
 - Members of Parliament for Wolverhampton.
- 3.5 The Council received no formal responses during the consultation period.
- 3.6 A copy of the Primary School Organisation Strategy 2016-2018 can be found at Annex A.
- 3.7 The Primary School Organisation Strategy, aligned with the Council's School Improvement and Governance Strategy, seeks to secure sufficient school places where high quality education is provided that contributes to improved educational outcomes across the City. The two Strategies recognise the Council's role in ensuring sufficiency of provision and in influencing the quality of education provided regardless of how schools are organised or governed.
- 3.8 The Primary School Organisation Strategy 2016-2018 contains frameworks to support both the identification of schools for expansion and, in cases where there is considerable surplus capacity, the removal of provision.
- 3.9 The strategy also highlights that the Council is not in full control of all factors relating to the effective and timely supply of school places. In order to ensure that the needs of families and pupils can continue to be met effectively it may, on occasion, be necessary for the Council to adopt a more responsive approach to school place planning.
- 4.0 Primary School Place Planning**
- 4.1 In order to ensure that anticipated levels of future demand are catered for appropriately, representatives are currently identifying potential solutions and monitoring the key factors that influence demand including the cross border movement of pupils, internal and international migration and birth rates.
- 4.2 In order to ensure the delivery of any required additional capacity in a timely fashion it is anticipated that during the autumn term 2016 representatives will work with schools and colleagues in the Place Directorate to assess the feasibility of potential solutions and produce cost estimates.

5.0 Secondary Sufficiency Strategy 2016-2018

- 5.1 Closely aligned to the Primary School Organisation Strategy 2016-2018, the Secondary Sufficiency Strategy 2016-2018 details the City of Wolverhampton Council's secondary school organisation policy decisions and offers a framework to guide the future development of the secondary school estate in the City.
- 5.2 The development of the Secondary Sufficiency Strategy 2016-2018 has been informed by contributions from senior representatives across Education and input from Secondary School Headteachers. Secondary Headteachers have been briefed on the upcoming secondary basic need challenge at a series of secondary sufficiency workshops and were invited to comment on the key strategic planning principles included within the Strategy in March 2016.
- 5.3 A draft version of the Secondary Sufficiency Strategy 2016-2018 was subsequently taken to Children, Young People and Families Scrutiny Panel as part of a wider report entitled 'Wolverhampton Secondary School Sufficiency Strategy – capacity, curriculum and sector considerations' on 13 April 2016. A summary of the pertinent discussion at this meeting is included at Annex B.
- 5.4 In order to support the development of the Strategy, widespread consultation with key stakeholders has been undertaken. Consultees included:
- Headteachers of secondary establishments in the City
 - Academy Trusts and Chairs of Governors of Wolverhampton secondary schools
 - All Ward Councillors
 - Trade Union Representatives
 - Local Diocesan Authorities
 - Members of Wolverhampton's Schools Forum
 - Directors of ConnectEd
 - Members of Parliament for Wolverhampton.
- 5.5 Consultation commenced on 25 May 2016 and ran until 17 June 2016.
- 5.6 The Council received no formal responses during the consultation period.
- 5.7 A copy of the Secondary Sufficiency Strategy 2016-2018 can be found at Annex C.
- 5.8 The Strategy highlights that the main challenge that the City of Wolverhampton faces in relation to the organisation of secondary school provision is ensuring that sufficient high quality school places are available to meet the needs of local communities across the City.

6.0 Secondary School Place Planning

- 6.1 It is recognised that in order to successfully ensure the sufficiency of secondary provision moving forward, the Council will need to work closely with secondary establishments in

the City; this is of particular importance in a predominantly autonomous secondary academy school estate.

- 6.2 In order to ensure that our secondary school leaders are fully informed of the upcoming demographic challenge, Council representatives have hosted a series of well attended workshops with secondary headteachers. Also, in a separate programme of activity every headteacher has been visited and invited to share their aspirations and vision for the future.
- 6.3 In order to inform the development of solutions to meet the imminent secondary basic need challenge the Council has commissioned an external partner (1st Planner) to undertake a Sufficiency Assessment of the school estate. The procurement of this programme of works was approved by Cabinet (Resources) Panel on 7 June 2016.
- 6.4 The Sufficiency Assessment will provide a wealth of valuable information including:
- Plans of each secondary establishment detailing current room usages
 - Net Capacity Assessments of each secondary school
 - Assessments of site capacity against DfE recommendations
 - Timetable analyses
 - Options appraisals identifying development opportunities on each site.
- 6.5 This information will be used to support the development of appropriate solutions focused on maximising the capacity of the existing estate in the first instance. It is anticipated that firm proposals will be developed during the autumn term 2016.

7.0 Financial implications

- 7.1 Projected levels of demand suggest that further significant investment in additional capacity will be required in the future in both the primary and secondary estates in order to ensure that supply can meet demand.
- 7.2 The Council has previously agreed to fund the Primary Expansion Programme through prudential borrowing in advance of receipt of Basic Need Grant from the DfE. There remains an allocation for 2017/18 of £4.2 million that is not yet committed on specific schemes and is part of the calculation for repayment of the previous borrowing. It would be available for use on secondary expansion if that were considered a greater priority. The Authority has recently been notified of its 2018/19 Basic Need Allocation which will be £362,000. Further representations are being made to DfE as this level of funding is likely to be insufficient to meet the future capital requirements. There are a range of options around the provision of future capacity and a full appraisal will be required as part of future reports.
- 7.3 Cabinet (Resources) Panel in June approved the contract award for a sufficiency assessment of the schools estate at a cost of £206,000 funded from the transformation reserve.

7.4 As part of the Primary Expansion Programme the Schools Forum agreed to centrally retain an element of the Dedicated Schools Grant to create a Growth Fund to support the short term teaching and learning pressures generated by expanding schools. It is likely that the Schools Forum's consent will be required to the extension of Growth Fund provisions to the secondary sector which would cause further pressures on the Dedicated Schools Grant which will be subject to a per pupil cash freeze over the lifetime of the current Parliament. The recent consultation proposals from DFE on the introduction of a national funding formula will also impact on the nature and level of future support to secondary schools. It is also anticipated that there will also be additional pressures upon Council services such as School Admissions and Democratic Support (Appeals) as teams process a rising number of applications within a fixed or declining resource base.

[MF/28062016/E]

8.0 Legal implications

8.1 Under sections 13 and 14 of the Education Act 1996 (as amended by the Education Acts 2006 and 2011), a local education authority has a general statutory duty to ensure that there are sufficient school places available to meet the needs of the population in its area. The local authority must promote high educational standards, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential. It must also ensure that there are sufficient school places in their area and promote diversity and increase parental choice. To discharge this duty the local authority has to undertake a planning function to ensure that the supply of school places balances the demand for them.

8.2 The Education and Inspections Act 2006 requires local authorities to promote choice and diversity when carrying out their strategic duties in relation to the provision of new school places.

[TS/29062016/D]

9.0 Equalities implications

9.1 A detailed initial equality analysis has been undertaken with regard to the Primary School Organisation Strategy 2016-2018. The Primary School Organisation Strategy 2016-2018 focuses on the supply of sufficient high quality school places for primary school pupils who may belong to groups with different characteristics protected by the Equality Act 2010. The analysis of the strategy has not found any equality issues at its design stage. The equality analysis will be monitored regularly to ensure its operation is in line with the expected outcomes.

9.2 An initial equality analysis has been completed with regard to the Secondary Sufficiency Strategy 2016-2018. The Secondary Sufficiency Strategy 2016-2018 aspires to ensure that the needs and wants of local communities across the City are met and that sufficient high quality secondary school provision is available.

10.0 Environmental implications

10.1 There are no direct environmental implications arising from this report.

11.0 Human resources implications

11.1 There are no direct HR implications arising from this report.

12.0 Corporate landlord implications

12.1 In order to support the process Corporate Landlord will be required to work with those schools identified within the scope of the place planning exercise to establish the feasibility and likely cost of providing additional pupil capacity on those sites. This process will require the support of a cross section of professionals including Surveyors, Engineers, Architects etc. allowing desk top information and initial sketch proposals to be considered. Corporate Landlord will also liaise with colleagues in Legal Services in the case of feasibility works on Academy, Church or Free School sites that are subject to lease agreements. Corporate Landlord will be in a position to consider other potential solutions outside of the current traditional school estate if required. It must be noted Education will need to identify a budget prior to commissioning these initial feasibility works.

13.0 Schedule of background papers

- Cabinet (Resources) Panel (7 June 2016) Procurement – award of contracts for works, goods and services
- Children, Young People and Families Scrutiny Panel (13 April 2016) Wolverhampton Secondary School Sufficiency Strategy – capacity, curriculum and sector considerations
- Cabinet (22 July 2015) Primary School Organisation

ANNEX A

PRIMARY SCHOOL ORGANISATION STRATEGY 2016 - 2018

1. Executive Summary

The main challenge that the City of Wolverhampton faces in relation to the organisation of primary school provision, is ensuring that sufficient high quality school places are available to meet the needs of local communities across the City. Driven by a 24% increase in births between 2002 and 2014, levels of demand for primary school provision have increased significantly in recent years and in excess of 2,150 additional places have been commissioned since September 2012 to cater for the demographic uplift. This Strategy outlines anticipated levels of future demand and key policy decisions adopted by the Council to guide the ongoing development of the City's primary school estate.

2. Introduction

Background

This Strategy is a key feature of the City of Wolverhampton Council's approach to meeting its statutory duties as an advocate for parents and families, supporting vulnerable children and championing educational excellence.

Underpinning both the Council's Corporate Plan and Wolverhampton's Children, Young People and Families Plan 2015 - 2025, this document details the significant challenges that the Council faces with regard to the sufficiency and distribution of primary school places in the City and outlines a set of recommendations to guide the future development of primary school provision across Wolverhampton.

The Primary School Organisation Strategy, aligned with the Council's School Improvement and Governance Strategy, seeks to secure sufficient school places where high quality education is provided that contributes to improved educational outcomes across the City. The two Strategies recognise the Council's role in ensuring sufficiency of provision and in influencing the quality of education provided regardless of how schools are organised or governed.

The principles that have guided the development of this Strategy are:

- The right of every child to fulfil their potential
- The needs of local communities
- The value of partnership working
- The need to respond effectively to the dynamic demographic position
- The requirement to consider the sustainability of the school estate
- The need to ensure resources are used efficiently.

Context

Key Statutory Duties:

Councils are under a statutory duty to ensure that there are sufficient school places in their area, promote high educational standards, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential. They must also ensure that there are sufficient schools in their area, promote diversity and increase parental choice.

There is a legal requirement that any class containing infant aged children (five, six and seven year olds) will not exceed a maximum of 30 pupils with a single class teacher, other than when an additional pupil admitted fits the criteria for an 'excepted' pupil (as defined in the School Admissions Code).

Demand:

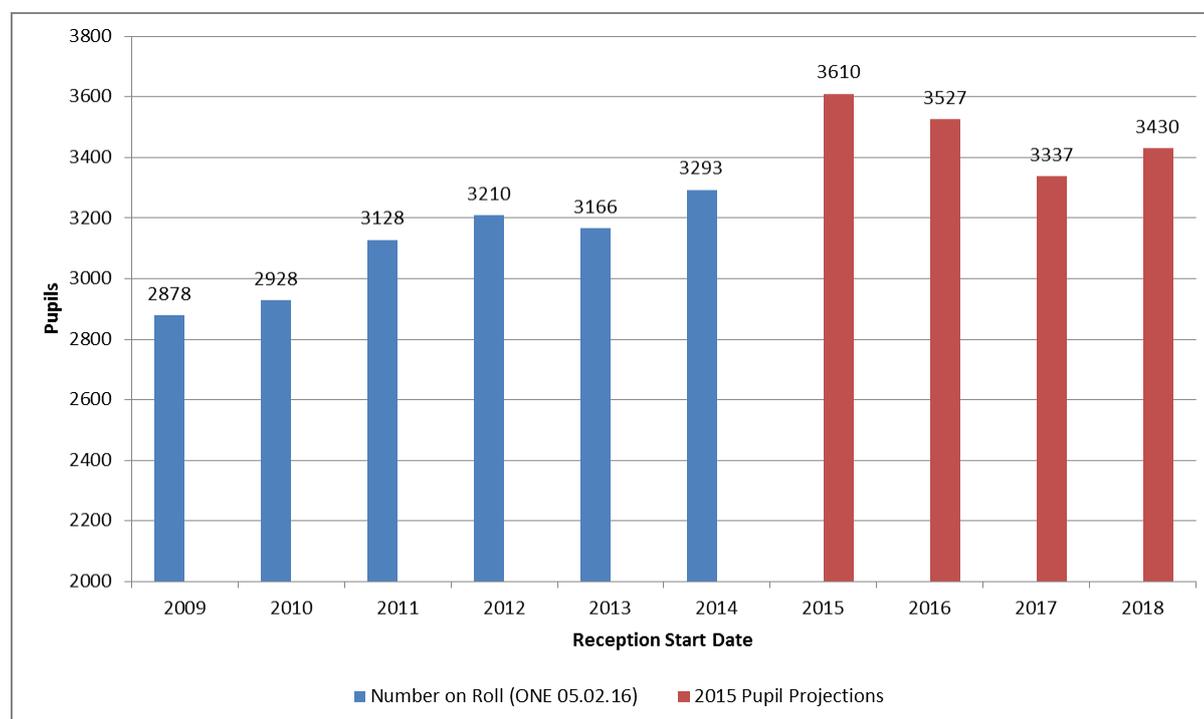
The main challenge that the City faces, in relation to the organisation of primary school provision, is ensuring that sufficient high quality school places are available to meet the needs of local communities across the City.

As illustrated in Figure 1, levels of demand for primary school provision across the City have increased significantly in recent years. This upsurge has been primarily driven by an increase in the number of births to Wolverhampton residents; a 24% increase between 2002 and 2014 (Office for National Statistics).

In order to meet demand, the Council has recently invested heavily in the provision of additional primary school places in a number of areas of high demand across the City. Recent expansion schemes have been funded through a combination of both central capital funding and constrained Council resources. Since September 2012, Primary School Expansion Programmes have introduced an additional 2,175 additional primary school places across 20 existing primary schools. In addition, a new primary Free School (Nishkam Primary School Wolverhampton) has recently opened in the City. Moving forwards there remains uncertainty in respect of future central government capital funding allocations to meet basic need in the medium term.

The Council's policy of prioritising popular and successful schools for expansion has proved successful; despite the significant growth in demand, in 2015/16, 89% of on time applicants were offered a Reception place in their first preference school and 97% were offered a place in one of the preferred schools.

Figure 1: Numbers on Roll by National Curriculum Year and Projected Citywide Reception Cohorts



As demand has increased, the number of surplus school places has reduced and levels of surplus within some primary year groups are now constrained. Figure 2 illustrates citywide levels of surplus in each national curriculum year group and highlights recent fluctuations in the size of individual cohorts. Levels of in-year growth have accelerated in recent years; anecdotal evidence suggests that this growth is also being experienced by neighbouring local authorities and is likely to be the consequence of migration rates.

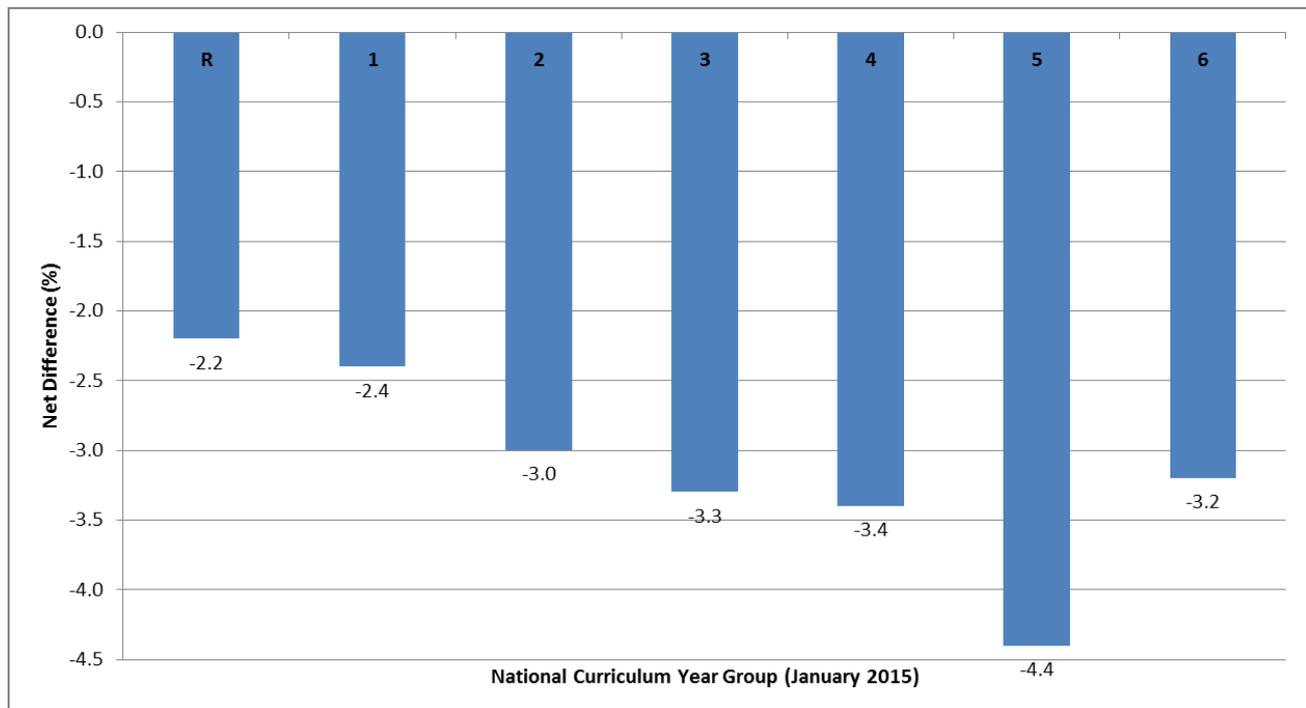
Figure 2: Surplus and Demand by National Curriculum Year Group

National Curriculum Year Group (2015/16)	Number on Roll (February 2016)	Surplus Places Against Admission Limits (Percentage)	Overall Cohort Fluctuation Since Cohort was in Reception (January School Census to February 2016 ONE Data)	Cohort Fluctuation January 2015 to February 2016
R	3494	167 (4.6%)	N/A	N/A
1	3293	89 (2.7%)	+28	+28
2	3166	129 (4.0%)	+41	+31
3*	3210	80 (2.5%)	+119	-19
4	3128	75 (2.4%)	+98	+15
5	2928	252 (8.0%)	+53	+9
6	2878	293 (9.3%)	-29	-12

*Please note that in order to meet levels of demand in specific hotspots that a minority of primary schools in the City have introduced additional capacity by agreeing to admit significantly above their admission limits.

One of the key factors that influences demand for primary school places in the City is the cross border movement of pupils. In January 2015, 690 primary pupils who reside outside of Wolverhampton attended schools within the City (imports) and 1,261 primary pupils who live in Wolverhampton attended schools outside of the City (exports). As illustrated in Figure 3, in January 2015 Wolverhampton was a net exporter of pupils in all primary year groups.

Figure 3: Net Difference between Imports and Exports as a Percentage of the School Population



It should be noted that the scale of net loss has changed significantly in recent years; in January 2015, the net difference between imports and exports as a percentage of the school population in Reception was -2.2% compared with -4.4% in Year 5. This change has principally been driven by a lower proportion of pupils who reside in Wolverhampton attending a school outside of the City.

Should this trend continue and the net difference reduce further, levels of demand would be impacted upon and additional capacity would be required to meet demand. If Wolverhampton had experienced a zero net difference between imports and exports in January 2015, an additional 571 pupils would have been attending primary schools in the City.

Autonomous School System:

Central government policy initiatives, including the establishment of Free Schools and the conversion of schools to Academy status, have changed the landscape in which education is delivered and school organisation is undertaken. As illustrated in Figure 4, in February 2016 there was a diverse range of primary provision in the City.

Figure 4: Mainstream Primary Establishments (February 2016)

Establishment Type	Count
Infant School - Community	4
Infant School – Voluntary Controlled	1
Junior School - Community	4
Junior School – Voluntary Controlled	1
Primary Academy	16
Primary Community School	34
Primary Free School	1
Primary - Voluntary Aided	6
Primary - Voluntary Controlled	7
Total	74

Appendix A illustrates the location of each primary establishment in the City in February 2016.

Legislation dictates that, when considering the establishment of a new school, Free School/Academy proposals should be considered in the first instance and that Academy Trusts can apply directly to the Secretary of State to make significant changes to individual establishments.

The Council is not in full control of all factors relating to the effective and timely supply of school places and as a consequence, successful partnership working is of paramount importance in order to ensure that the needs of the City's communities can be met.

The Council recognises the value of sustaining an effective partnership with all schools regardless of their status or governance arrangements. In order to support the Council with its duty to ensure the supply of sufficient school places within an increasingly autonomous school system, the Council have established a strong working partnership with Free Schools, Academies, Trusts, the Department for Education, the Education Funding Agency, the Regional Schools Commissioner for the West Midlands and local Diocesan Authorities.

The relationship between the Council and Academies/Free Schools in the City is governed by the recently developed 'Academy Protocol'. This Protocol provides a framework to promote cooperation and partnership working between the City of Wolverhampton Council and all academies and free schools operating across the City. This Protocol sets out a shared ambition for our children to realise their full potential and our commitment to work together and share best practice to secure this. The Protocol sets out respective roles and responsibilities in terms

of safeguarding and the continuous improvement in the educational outcomes of Wolverhampton's children and young people.

Opportunities to expand on the number of Free Schools in the City will be explored in order to meet basic need; however introducing additional Free School provision in geographically appropriate locations and in a timely manner presents a significant challenge. In order to ensure that the needs of families and pupils in Wolverhampton can continue to be met effectively it may, on occasion, be necessary for the Council to adopt a more responsive approach to school place planning and to develop contingency plans to cater for external influences on the supply of school places.

3. Primary School Organisation

This section details the key recommendations that the Council will use to guide the organisation of the primary estate:

School Size

In order to ensure the efficient use of resources, whilst avoiding the loss of a more personal primary ethos, it is recommended that primary schools in the City provide a minimum of 30 places per year group (one form entry) and a maximum of 90 places per year group (three form entry).

Larger primary schools (2 form entry and above) can potentially offer: greater opportunity for specialism, a workforce that has a wider spectrum of experience and expertise, increased opportunity to offer a broad and balanced curriculum, greater flexibility to cover staff absence, increased potential to provide strategic leadership succession opportunities, the opportunity to use resources more efficiently and an increased ability to respond to change more readily. This Strategy supports the development of larger schools, where appropriate.

Admission Limits

Admission limits will be managed in accordance with Infant Class Size Regulations and in order to promote the most efficient use of resources. This Strategy recommends that admission limits, which exceed a form of entry (i.e. 30 pupils), are either set as full forms of entry (multiples of 30) or half forms of entry (multiples of 15).

Surplus Place Position

Surplus places are school places that have not been filled.

This Strategy recommends that a minimum level of surplus within each year group of 5% (against admission number) is available at a citywide level.

A level of surplus is essential in order to provide for parental choice, to allow for fluctuations in demand and to offer flexibility to cater for mid-year entrants. Too few surplus places can result

in reduced parental choice, increased travel times, and increased class sizes. However, too great a number of surplus places can lead to the inefficient use of resources.

To ensure that pupils can access a local school and that pupils' travel times are reasonable this Strategy recommends that, where required, a primary school place is available within a maximum of two miles (walking distance) of each primary school pupils' home. An aspiration of this Strategy is to offer pupils a school place within their local community.

In order to support this aspiration the Council employs Primary Planning Areas. The City has been divided into three planning areas (see Appendix A) which enable a localised approach to be adopted when developing solutions and reporting upon primary school organisation. This approach also recognises the differing pressures facing local communities across the City.

Children usually start school in the September after they turn 4 but currently parents of summer-born children can ask to delay entry into school for a year. In September 2015, the DfE announced their intention to give summer-born children the right to start in reception at the age of 5. It was suggested that admissions rules should be changed so children born between April 1 and August 31 cannot be forced to go straight into year 1 if they wait to start school until they turn 5. A full public consultation on this matter is expected; however, it should be noted that the introduction of such a policy may result in the need for a greater level of surplus to be made available in the future.

The Introduction of Additional School Places

In order to meet rising demand for primary school places the Council will continue to consider, where feasible, the expansion of existing schools across the City. However, it should be noted that, given the scale of recent expansion programmes, there are a limited number of remaining opportunities available within the existing primary school estate.

The following factors will be considered when prioritising potential school expansion schemes:

- Parental Choice – schools which are most popular with parents
- School Performance - schools judged as 'Good' or 'Outstanding' by Ofsted
- Attainment - schools whose end of key stage results consistently exceed floor standards
- School Leadership – schools with stable and proven leadership
- Location – schools located within areas of high demand
- Viability for expansion – schemes which can be most easily and efficiently implemented
- Value for money - schools that can most cost effectively be expanded.

In order to safeguard the sustainability of the school estate, the expansion of existing schools will be investigated in the first instance, prior to considering the introduction of new provision. In order to achieve this ambition, the capacity of existing schools' accommodation will be maximised and the appropriation of suitable land adjacent to existing school sites will be considered.

The Council are committed to ensuring the implementation of practical solutions to meet the basic need challenge and will work closely with schools to develop appropriate schemes that consider pupils' needs and support the effective delivery of the curriculum e.g. through the introduction of additional breakout spaces.

In order to support the needs of pupils in expanding schools and in line with the Education Funding Agency's recommended approach, the Council will seek continued support from Schools' Forum for a Growth Fund to support resultant revenue needs of schools which are required to provide extra places in order to meet basic need. Schools currently qualify for funding through the Growth Fund in the following circumstances:

- The school or academy has agreed with the LA to permanently increase its admission limit to meet basic need.
- The school or academy has agreed with the LA to provide a bulge class to meet basic need.
- The school or academy has agreed with the LA to expand in-year to meet basic need.

When an expanding school is in the process of converting to academy status, the Council will seek to ensure that legal mechanisms are employed to ensure that the needs of the City are fulfilled and any approved investment is secured for the future. Specifically the Council's legal representatives will seek to include reference to the enlarged capacity within relevant Commercial Transfer Agreements and representations will be made to the DfE to request that Funding Agreements reflect the capacity post-expansion.

Bulge Classes

In specific circumstances, where local demand is predicted to rise and then fall within a short period of time, the Council will consider the introduction of bulge classes. These are time limited expansions of the capacity of individual year groups within a school, for example, a temporary increase of a school's admission limit by one form of entry in an individual year group to meet demand. Bulge classes will only be considered when the permanent expansion of a school to meet demand would not be sustainable.

The Introduction of Additional Capacity into Existing Cohorts

As illustrated in Figure 2 (page 3), some existing primary school cohorts have recently grown significantly and levels of surplus in specific year groups have reduced accordingly. In order to ensure that pupils can access school provision within a reasonable distance of their home address, the Council has worked closely with schools to introduce additional capacity into existing cohorts to cater for rising demand as required.

It is recognised that introducing additional capacity, at points other than standard years of entry, can potentially destabilise both individual cohorts and the wider school estate; this strategy requires that the introduction of additional capacity into existing cohorts is only considered in response to significant demographic challenges and to support the needs of local communities.

In order to support the needs of pupils in schools that introduce additional capacity into existing cohorts, the Council will seek continued approval from Schools' Forum through the aforementioned Growth Fund to support the resultant revenue needs of schools that have provided additional places in order to meet demand.

Vertical Grouping

Vertical Grouping (or the employment of mixed age classes) is most commonly employed in primary schools with intakes of 45 or 75 and works successfully in a number of schools across the City. However, the use of this structure can increase the complexity of planning and delivering the curriculum.

When an opportunity or need arises consultation will be conducted with Headteachers and Governors to consider increasing or reducing admission limits in schools with existing 45 or 75 admission limits. This Strategy recommends that the introduction of additional 45 or 75 admission limits only be considered once other practical solutions have been exhausted.

All-through Schools

An 'All-through School' is a school which provides both primary and secondary education.

In order to improve the diversity of the school estate in Wolverhampton the introduction of all-through schools will be explored where appropriate. Successful all-through schools can offer a number of benefits including:

- Reducing the number of transitions children face and reducing the risk of delayed learning at the start of secondary school
- Extending opportunities available to primary pupils; all-through schools can offer primary age pupils early access to specialist subject teaching and facilities
- Providing an additional opportunity to fully utilise the whole school estate to meet the anticipated future primary basic need challenge
- Providing school staff with wider career development opportunities
- Offering cost savings through economies of scale.

The introduction of all-through provision will only be considered where there is a demonstrable need for additional capacity in the local area and all-through provision would be an appropriate solution.

Temporary Accommodation

Across the primary school estate in the City a small proportion of schools' schedules of accommodation include temporary facilities. Whilst it is recognised that the quality of temporary accommodation has improved significantly in recent years, this strategy requires that the replacement of temporary accommodation is prioritised, where appropriate.

Intervention

The Council will consider proposing the adoption of structural solutions (including both federation and sponsored academy status) in order to improve standards in underperforming schools.

Federations:

Federations offer schools the opportunity to share best practice and support one another. The term federation is used to describe the creation of formal shared governance structures, which enable schools to raise standards and enhance provision by sharing resources, staff, expertise and facilities. There are a variety of federation models that allow schools to choose which model best suits their needs.

Regardless of the federation model adopted, individual schools retain their identity, continue to receive individual school budgets, have separate Ofsted inspections and report on performance individually.

Federating schools can have a number of benefits, including:

- Providing a structured way for schools to learn from each other and share best practice
- Offering opportunities for improved teaching and learning through increased specialism
- Building capacity across the federation
- Saving on planning and administration time
- Offering better support and development opportunities for School Governors
- Providing broader career opportunities across the federation
- Extending curriculum entitlement.

Sponsored Academies:

In certain circumstances, the Council will facilitate the sponsorship of schools to become academies or support eligible schools to convert to academy status. Such steps will only be taken to support the overall improvement of education in the City, including the raising of pupils' attainment and progress.

Where appropriate, the Council will work with other agencies to identify locally sourced sponsors to support the conversion of schools.

In order to improve the quality of education across the City the Council will continue to recommend the adoption of structural solutions (including federations and sponsored academy status) and seek to influence the implementation of effective governance arrangements that promote school improvement.

Specialist Provision

This Council recognises the value of some specialist provision being attached to primary schools. For example, sensory resource bases are the most appropriate way to meet the needs of pupils with sensory needs and this Strategy requires that any primary school reorganisation does not detrimentally impact on such provision.

Please note that resource base provision across the City is commissioned by the Council and service level agreements are in place with individual providers/schools. Council representatives are currently undertaking a review of specialist provision across the City. This review is aligned to the Council's Joint Special Educational Needs and Disabilities Strategy which aims to promote inclusion, maximize young people's opportunities to be independent and enable young people with special educational needs and disabilities to be recognised as fully integrated citizens with the ability to contribute to their local community.

Infant and Junior School Provision

This Strategy recommends that the Council invites responsible bodies (e.g. Governing Bodies or Trusts) to consider the merger or amalgamation of infant and junior schools whenever the Headship of a school becomes vacant. For merger to be considered, the leadership of the establishment that is proposed for expansion must be at least 'Good'.

Bringing infant and junior schools together offers a number of advantages, including:

- Reducing the number of major transitions that pupils face
- Reducing the likelihood of lost learning at the beginning of Key Stage 2
- Increasing the opportunity for specialist teachers to work with a wider range of pupils
- Providing the opportunity for a consistent approach to the curriculum to be adopted
- Ensuring the continuity of teaching, learning and achievement
- Cost savings through economies of scale.

Please note that, in this context:

- The 'merger' of infant and junior schools is the process of joining the schools together by discontinuing one establishment and expanding and altering the age range of the other.
- The term amalgamation relates to the process of joining the schools together by discontinuing both establishments and creating a new school.

Removal of Maintained Provision

In certain circumstances the Council will consider the removal of maintained provision.

This Strategy requires that the Council considers the closure of a school if the school meets two or more of the following criteria:

- The school is judged Inadequate by Ofsted

- The performance of pupils at the school is unacceptably low
- The school has a significant number of surplus places
- There are significant suitability issues in respect of the school's accommodation and/or site
- Closure could be effected without denying any pupils access to at least one alternative school with available places within a maximum of two miles (walking distance) of their home.¹
- The substantive Headteacher has left or is leaving.

Prior to initiating any statutory processes to close a school, the Council will consult with the School's Headteacher and the Chair of the School's Governing Body to discuss how the criteria may apply to their school. As part of this process the Council will review and consult with schools' Governing Bodies regarding:

- The likely impact of a school's closure on other schools in the local area, taking account of numbers on roll and the capacity of schools to enhance provision for children and families
- Projected levels of future demand
- The importance of the school to the wider community
- The condition, suitability and sufficiency of school facilities.

Estate Management

It is recommended that a long term approach is taken to the management of educational assets in order to ensure that fluctuations in demand can be effectively and efficiently catered for. Where appropriate, sites should be reserved as contingency to cater for anticipated increases in demand, such as that resulting from new housing developments. However, it should be recognised that adopting a longer term approach will result in short-term budgetary pressures as sites must be secured and maintained.

Where circumstances arise that present the opportunity to use existing school accommodation in different ways, this Strategy would require that priority is given to the provision of statutory school places.

Change Management

Whilst any primary school reorganisation or development scheme seeks to minimise disruption to pupils and parents and avoid any longer term detriment to pupils, it is recognised that making significant changes to individual establishments can have a disruptive effect on the delivery of education.

This Strategy requires that schools are effectively supported through the change process; schools can request additional school improvement support as required.

¹ If the closing school is denominational, then alternative denominational provision should be available within a maximum of two miles of pupils' homes, where appropriate.

Other Considerations

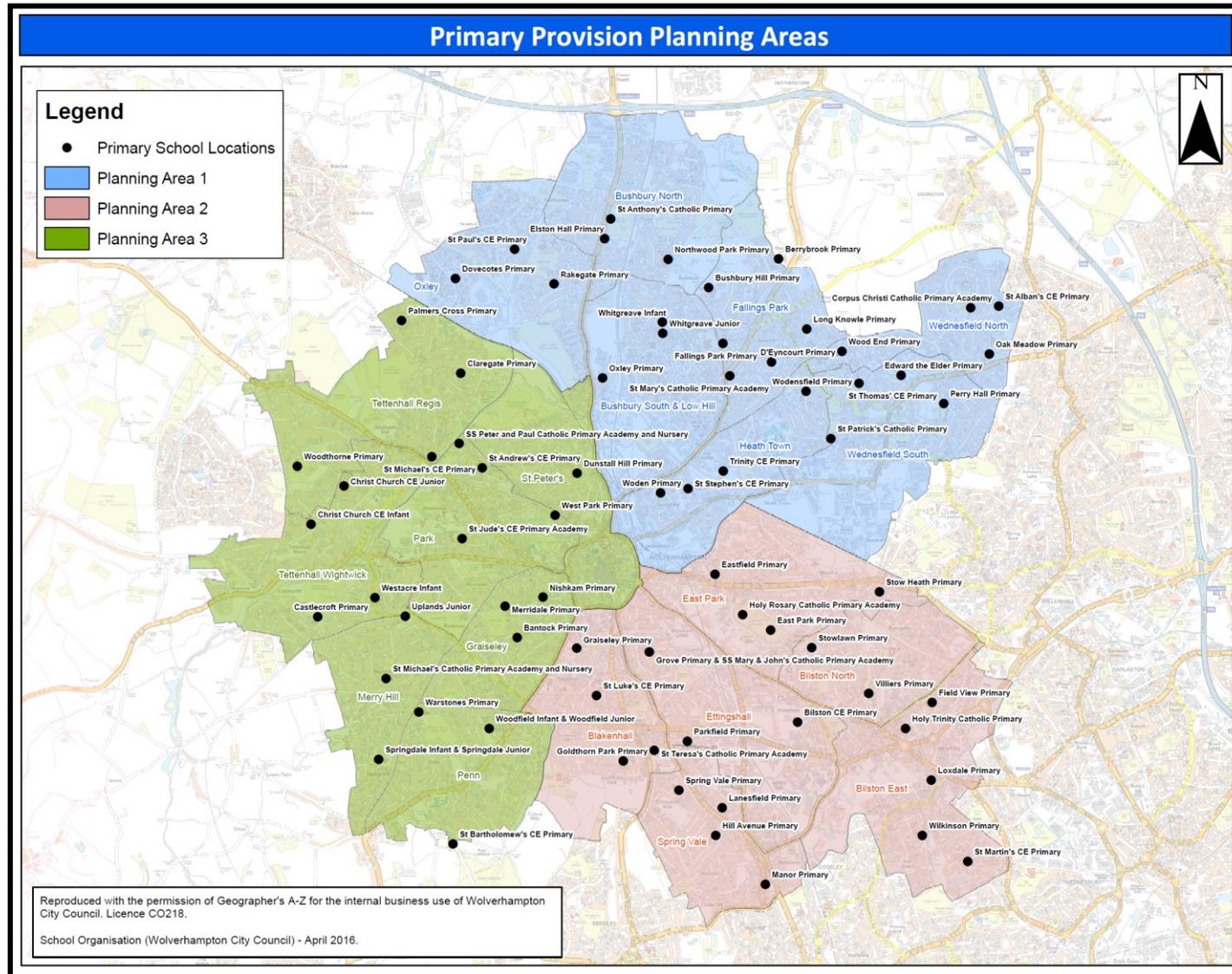
This strategy requires that when considering primary school organisation:

- The Council works closely with Diocesan Authorities and other bodies representing local schools' religious denominations to ensure that an appropriate balance of denominational and community places are available.
- That, if at all possible, the need for compulsory redundancy is avoided.
- Equal opportunities are promoted and that particular groups of children are not disadvantaged.

Strategy Review

The Strategy will be subject to review on a biennial basis.

Appendix A: School Locations



Summary of Discussion from Children, Young People and Families Scrutiny Panel Meeting on 13 April 2016

- The Director of Education explained that the Council has a duty to plan the development of secondary school provision.
- The Director of Education explained that there was a projected increase of 20 per cent growth in Year 7 cohorts between 2015/16 and 2021/22.
- Trevor Pringle, Head of School Resources and Planning, outlined the principles of the strategy and highlighted the need to consider if current provision was being used to maximum effect before considering options such as increasing capacity.
- The panel queried if the Council would be expected to meet the cost for providing extra places to deal with the expected 'bulge' in school numbers.
- The Head of School Resources and Planning commented on the challenge facing the Council as the majority of secondary school provision is delivered by academies.
- The Head of School Resources and Planning explained that the Council needs to find out details about current capacity across all secondary schools and identify areas of high demand for places.
- The panel commented on the cyclical nature of school planning. In response to a previous fall in the demand for secondary school places a number were closed and it was queried if these buildings could be re-used to meet the projected increase. The panel discussed changes in the use of previous school buildings which limits this is a possible solution.
- The Head of School Resources and Planning commented on the range of factors that might impact on demand for school places.
- The panel queried the process for predicting the growth in demand for post 16 provision given the different options available to young people
- The panel queried the impact of increasing number of schools appeals and the resources available to meet demand. Bill Hague, Service Manager School Places and Transport, detailed a number of changes made to respond to the increase in the number of appeals, for example, the introduction of an online appeal application form.
- Resolved: The panel comments of the draft strategy to be considered.

SECONDARY SUFFICIENCY STRATEGY 2016 – 2018

1. Executive Summary

The main challenge that the City of Wolverhampton faces in relation to the organisation of secondary school provision is ensuring that sufficient high quality school places are available to meet the needs of local communities across the City. The recently witnessed increase in demand for primary provision in the City, will impact significantly on the City's secondary estate in the short to medium term and additional capacity will be required to cater for the demographic uplift. This Strategy outlines anticipated levels of future demand and key policy decisions adopted by the Council to guide the ongoing development of the City's secondary school estate.

2. Introduction

Background

This strategy provides an outline of the City of Wolverhampton Council's secondary school organisation policy and offers a framework to guide the future development of the secondary school estate in the City.

Underpinning the Council's Corporate Plan, Wolverhampton's Children, Young People and Families Plan 2015-2025 and the Joint Special Educational Needs and Disabilities Strategy this document details the basic need challenge facing the City and outlines the approach adopted by the Council to meet this challenge.

The Secondary Sufficiency Strategy, aligned with the Council's School Improvement and Governance Strategy, seeks to secure sufficient high quality school places to improve educational outcomes across the City. The two strategies recognise the Council's role in ensuring an appropriate number of school places and in influencing the quality of education provided regardless of how schools are organised or governed.

The principles that have directed the development of this strategy are:

- Improving educational outcomes to support the longer term development and prosperity of the city
- Promoting choice and diversity of provision
- The need to effectively meet the needs of local communities
- A recognition of the importance of effective partnership working
- The need to ensure resources are used efficiently.

Context

Key Responsibilities:

Councils are under a statutory duty to ensure that there are sufficient school places in their area, promote high educational standards, ensure fair access to educational opportunity and

promote the fulfilment of every child's educational potential. They must also ensure that there are sufficient schools in their area, promote diversity and increase parental choice.

In 2015, Central Government raised the age of participation to 18. Local Authorities are required to develop a local strategy against the following criteria:

- To work with schools, colleges, training providers and employers to ensure a sufficient local curriculum offer.
- To provide careers advice from year 8 to year 13 – minimal statutory role focussing on supporting vulnerable learners.
- To track and record young people's progression from education and training.
- To identify numbers of NEET (young people not in education, employment or training) or "unknowns" on local Client Caseload Information Systems.
- To provide additional support for young people with special needs (age 25); those in care; young offenders; young parents or those with specific support needs including mental health and substance misuse.

The Department for Education monitors progress against the aforementioned criteria and evaluates performance against national targets.

Autonomous School System

Central Government policy initiatives, including the establishment of Free Schools and University Technical Colleges coupled with the conversion of schools to academy status, have recently changed the landscape in which education and the Council's statutory responsibilities are delivered. As illustrated in Figure 1, in February 2016 there was a diverse range of secondary provision in Wolverhampton.

Figure 1: Mainstream Secondary Establishments (February 2016)

Establishment Type	Count
Academy - Secondary	12
Community - Secondary	4
Free School - Secondary	1
University Technical College	1
Voluntary Aided - Secondary	1
Total	19

Appendix A illustrates the location of each secondary establishment in the City in February 2016. Please note that both The British Sikh School and the West Midlands Construction UTC are expected to relocate to new permanent sites during the 2016/17 academic year.

The diversity of the school estate in Wolverhampton is expected to be further enhanced in September 2016 when an independent school in the City (The Royal School Wolverhampton) converts to Free School status and expands.

Legislation dictates that, when considering the establishment of a new school, Free School/Academy proposals should be considered in the first instance and that Academy Trusts can apply directly to the Secretary of State to make significant changes to individual establishments.

The Council is not in full control of all factors relating to the effective and timely supply of school places and as a consequence, successful partnership working is of paramount importance in order to ensure that the needs of the City's communities can continue to be met effectively.

The Council recognises the value of sustaining an effective partnership with all schools regardless of their status or governance arrangements. In order to support the Council with its duty to ensure the supply of sufficient school places within an increasingly autonomous school system, the Council have established a strong working partnership with Free Schools, Academies, Trusts, the Department for Education, the Education Funding Agency, the Regional Schools Commissioner for the West Midlands, neighbouring local authorities, private sector partners and local Diocesan Authorities.

The relationship between the Council and Academies/Free Schools in the City is governed by the Council's 'Academy Protocol'. This Protocol provides a framework to promote cooperation and partnership working between the City of Wolverhampton Council and all Academies and Free Schools operating across the City. The Protocol sets out a shared ambition for our children to realise their full potential and our commitment to work together and share best practice to secure this. The Protocol sets out respective roles and responsibilities in terms of safeguarding and the continuous improvement in the educational outcomes of Wolverhampton's children and young people.

Opportunities to expand on the number of Free Schools in the City will be explored in order to meet basic need; however introducing additional Free School provision in geographically appropriate locations and in a timely manner presents a significant challenge. In order to ensure that the needs of families and students in Wolverhampton can continue to be met effectively it may, on occasion, be necessary for the Council to adopt a more responsive approach to school place planning and to develop contingency plans to cater for external influences on the supply of school places.

Demand

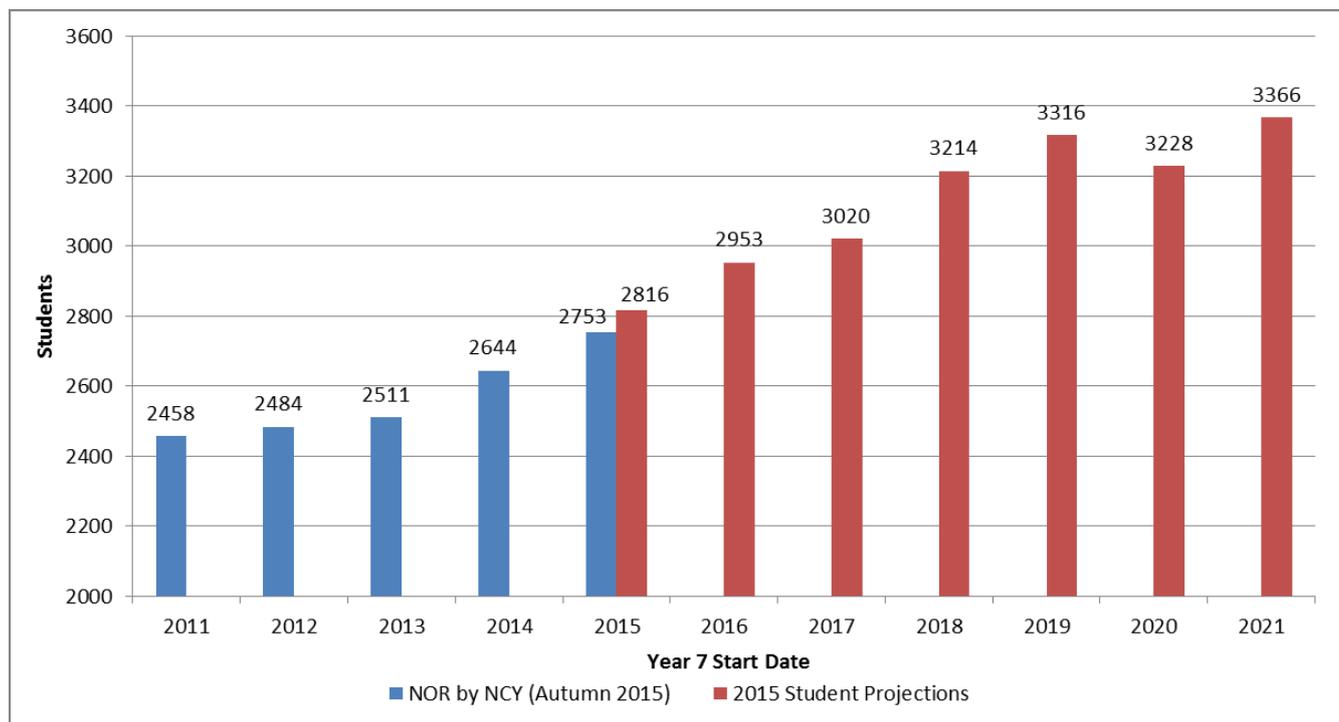
Levels of demand for secondary school provision in Wolverhampton are expected to increase significantly in the future as the bulge in pupil numbers in the City's primary schools moves through to the secondary estate. The City faces a considerable challenge to ensure that sufficient high quality school places are available to meet the needs of local communities moving forward. This upsurge in demand has primarily been driven by a marked increase in the number of births to Wolverhampton residents in recent years; a 24% increase between 2002 and 2014 (Office for National Statistics).

It should be noted that recent primary school expansion schemes have been funded through a combination of both central capital funding and constrained Council resources and that there

remains uncertainty in respect of future central government capital funding allocations to meet basic need in the medium term.

As illustrated in Figure 2, levels of demand for secondary school provision in the City have increased significantly in recent years. In autumn 2015, the citywide Year 7 cohort in mainstream secondary provision (2,753) was 12% greater in size than the Year 11 cohort (2,458). The recently observed growth in the size of younger secondary cohorts is expected to accelerate in the short to medium term and projections suggest that between 2015/16 and 2021/22 Year 7 cohorts are likely to grow by 20%.

Figure 2: Numbers on Roll by National Curriculum Year and Projected Citywide Year 7 Cohorts



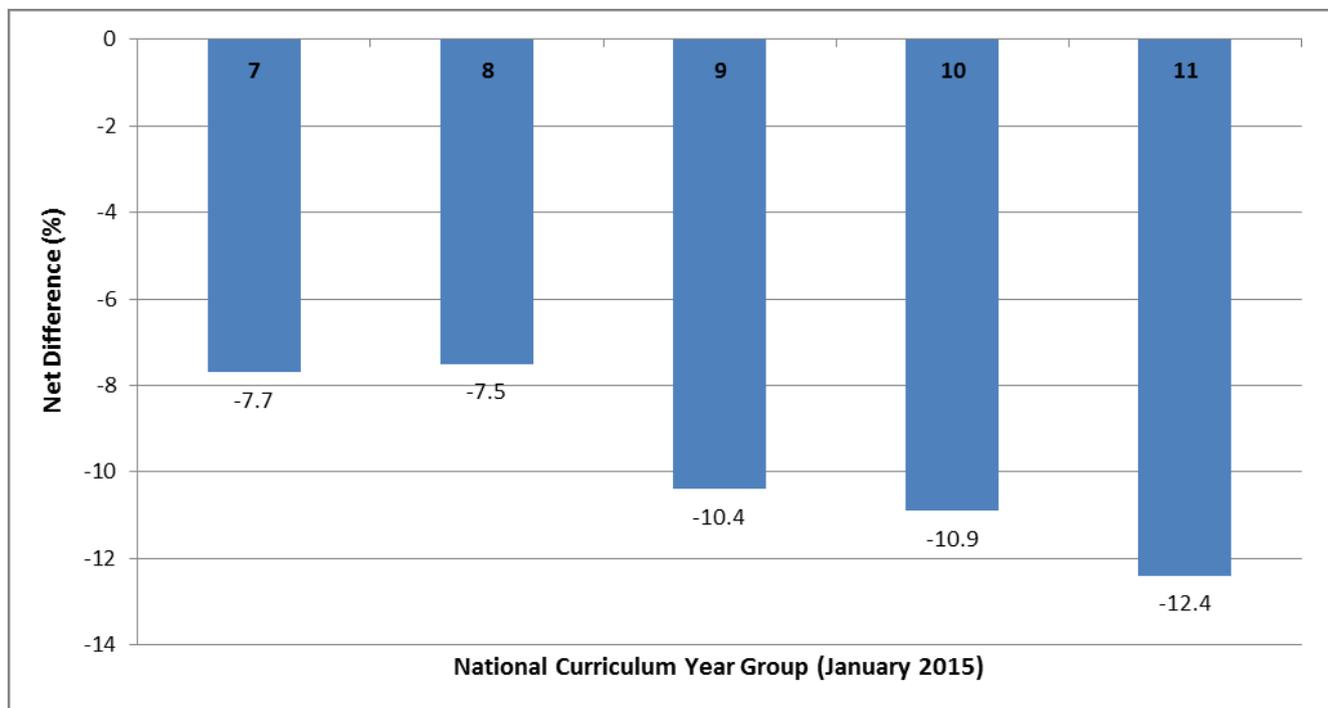
As evident in Wolverhampton's primary school estate, the City has recently experienced an acceleration in the in-year growth of some existing secondary cohorts. Anecdotal evidence suggests that this growth is also being experienced by neighbouring local authorities and is likely to be the consequence of migration rates. Council representatives are closely monitoring fluctuations in the size of existing cohorts to ensure that incoming students can access educational provision within a reasonable distance of their home address.

One of the key factors that influences demand for secondary school places in the City is the cross border movement of students. In January 2015, 1,116 secondary students who reside outside of Wolverhampton attended schools within the City (imports) and 2,501 secondary students who live in Wolverhampton attended schools outside of the City (exports). As illustrated in Figure 3, in January 2015 Wolverhampton was a net exporter of students in Years 7 to 11.

It should be noted that the scale of net loss has changed significantly in recent years; in January 2015 the net difference between imports and exports as a percentage of the school population in Year 7 was -7.7% compared with -12.4% in Year 11. This change has been driven by both an increasing proportion of students residing outside of Wolverhampton attending a school in the City and a reduction in the proportion of students residing in Wolverhampton attending provision outside of the City.

Should this trend continue and the net difference reduce further, levels of future demand would be impacted upon and additional capacity would be required to meet demand. If Wolverhampton had experienced a zero net difference between imports and exports in January 2015, an additional 1,385 students would have been attending secondary schools in the City.

Figure 3: Net Difference between Imports and Exports as a Percentage of the School Population



3. Secondary School Organisation

This section details the key recommendations employed by the City of Wolverhampton Council to guide the organisation of the secondary estate:

School Size

In order to ensure the efficient use of resources and to support the longer term viability of individual establishments, it is recommended that secondary schools in the City offer a minimum of 150 places per year group (Year 7 to 11).

Larger secondary schools can potentially offer: an increased opportunity to respond effectively to change, greater flexibility to cover staff absence, increased opportunity to provide leadership succession opportunities and increased opportunity to use resources more efficiently. This strategy supports the development of larger secondary schools, where appropriate.

Surplus Place Position

Surplus places are school places that have not been filled.

This strategy recommends that a minimum level of surplus within each year group of 6% (against admission limits) is available at a citywide level.

A level of surplus is essential in order to offer increased opportunity for parental preference to be reflected in allocations, to allow for fluctuations in demand and to offer flexibility to cater for mid-year entrants. Too few surplus places can result in reduced opportunity for parental choice, increased travel times, and increased class sizes. However, too great a number of surplus places can lead to the inefficient use of resources.

It should be noted that given the significant variations in both localised demand and the popularity of individual establishments, balancing levels of surplus across all schools is a significant challenge; adopting a planned, strategic approach to school place planning maximises opportunities to meet localised demand for school places and for individual establishments' positions to be considered.

To ensure that students can access a local school and that travel times are reasonable this Strategy recommends that, where required, a secondary school place is available within a maximum of three miles (walking distance) of each secondary school students' home. An annual dialogue will be established between representatives of Education and Transportation to review school access routes and citywide transportation requirements.

The Introduction of Additional School Places

In order to safeguard the sustainability of the school estate, the expansion of existing schools will be investigated in the first instance, prior to considering the introduction of new provision. In order to achieve this ambition, the Council will seek to maximise the capacity of existing school sites and consider the appropriation of suitable land adjacent to existing school sites.

The following factors will be considered when prioritising potential school expansion schemes:

- Parental Choice – schools which are most popular with parents
- School Performance - schools judged as 'Good' or 'Outstanding' by Ofsted
- Attainment - schools whose results consistently exceed floor standards
- School Leadership – schools with stable and proven leadership
- Location – schools located within areas of high demand
- Viability for expansion – schemes which can be most easily and efficiently implemented
- Value for money - schools that can most cost effectively be expanded.

The Council are committed to ensuring the implementation of practical solutions to meet the basic need challenge and will work closely with schools to develop appropriate schemes that consider students' needs and support the effective delivery of the curriculum.

In order to support the needs of students in expanding schools and in line with the Education Funding Agency's recommended approach, the Council will seek continued support from Schools' Forum for a Growth Fund to support resultant revenue needs of schools which are required to provide extra places in order to meet basic need. Schools currently qualify for funding through the Growth Fund in the following circumstances:

- The school or academy has agreed with the LA to permanently increase its admission limit to meet basic need.
- The school or academy has agreed with the LA to provide a bulge class to meet basic need.
- The school or academy has agreed with the LA to expand in-year to meet basic need.

It should be noted that secondary schools have not previously required support via the Growth Fund and future calls on this fund would impact directly on Dedicated Schools Grant resources.

It is recognised that school funding is currently under review by central government and that at present there remains uncertainty regarding future funding mechanisms. This Strategy recognises the need for expanding schools to receive appropriate funding, in a timely manner, to meet students' needs.

When an expanding school is in the process of converting to academy status, the Council will seek to ensure that legal mechanisms are employed to ensure that the needs of the City are fulfilled and any approved investment is secured for the future. Specifically the Council's legal representatives will seek to include reference to the enlarged capacity within relevant Commercial Transfer Agreements and representations will be made to the DfE to request that Funding Agreements reflect the capacity post-expansion.

The Introduction of Additional Capacity into Existing Cohorts

The size of citywide secondary school cohorts can fluctuate significantly in-year and in recent years some cohorts have grown significantly. It is recognised that as demand increases and levels of surplus reduce, that the introduction of additional capacity into existing cohorts may need to be considered in the future. However, introducing additional capacity, at points other than standard years of entry, can potentially destabilise individual cohorts, impact on school staffing structures and have significant budget implications.

This Strategy requires that the introduction of additional capacity into existing cohorts is only considered in response to significant demographic challenges and to support the needs of local communities. The introduction of additional capacity into existing cohorts should only be considered as a last resort and wherever possible should be avoided in Key Stage 4.

All-through Schools

An 'All-through School' is a school which provides both primary and secondary education.

In order to improve the diversity of the school estate in Wolverhampton the introduction of all-through schools will be explored in partnership with schools, where appropriate. Successful all-through schools can offer a number of benefits including:

- Reducing the number of transitions children face and reducing the risk of delayed learning at the start of secondary school
- Extending opportunities available to primary pupils; all-through schools can offer primary age pupils early access to specialist subject teaching and facilities
- Providing an additional opportunity to fully utilise the whole school estate to meet the anticipated future primary basic need challenge
- Providing school staff with wider career development opportunities
- Offering cost savings through economies of scale.

The introduction of all-through provision will only be considered where there is a demonstrable need for additional capacity in the local area and all-through provision would be an appropriate solution.

Temporary Accommodation

Across the secondary school estate in the City a small proportion of schools' schedules of accommodation include temporary facilities. Whilst it is recognised that the quality of temporary accommodation has improved significantly in recent years, this strategy requires that the replacement of temporary accommodation is prioritised, where appropriate.

Discontinuance of Maintained Provision

In certain circumstances the Council will consider the discontinuance of maintained provision.

This Strategy requires that the Council considers the closure of a school if the school meets two or more of the following criteria:

- The school is judged Inadequate by Ofsted
- The performance of students at the school is unacceptably low
- The school has a significant number of surplus places
- There are significant suitability issues in respect of the school's accommodation and/or site
- Closure could be effected without denying any students access to at least one alternative school with available places within a maximum of three miles (walking distance) of their home.²
- The substantive Headteacher has left or is leaving.

¹ If the closing school is denominational, then alternative denominational provision should be available within a maximum of three miles of students' homes, where appropriate.

Prior to initiating any statutory processes to close a school, the Council will consult with the School's Headteacher and the Chair of the School's Governing Body to discuss how the criteria may apply to their school. As part of this process the Council will review and consult with schools' Governing Bodies regarding:

- The likely impact of a school's closure on other schools in the local area, taking account of numbers on roll and the capacity of schools to enhance provision for children and families
- Projected levels of future demand
- The importance of the school to the wider community
- The condition, suitability and sufficiency of school facilities.

Intervention

In certain circumstances, the Council will facilitate the sponsorship of schools to become academies or support eligible schools to convert to academy status. Such steps will only be taken to support the overall improvement of education in the City, including the raising of students' attainment and progress. Where appropriate, the Council will work with other agencies to identify locally sourced sponsors to support the conversion of schools.

Post-16 Provision

Recent central government initiatives including raising the participation age, the introduction of Post-16 Study Programmes and apprenticeship delivery require extensive partnership and collaboration in order to be successful. This strategy recognises the need for the Council to continue existing, and further expand, collaboration arrangements with educational establishments in the City including secondary schools/academies, the University of Wolverhampton and the City of Wolverhampton College.

This Strategy recognises that ensuring that learners can access a broad, high quality post-16 offer can be challenging given existing financial constraints. The role of local authorities is to lead in setting local and sub-regional priorities for 16-24 skills provision. Consequently, post-16 planning will continue to focus on how schools can best meet future need, but also support collaboration and partnership across all post 16 settings, informed by the needs and aspirations of its learners.

Effective collaboration between providers can offer a number of benefits including offering improved efficiency and value for money, providing a broader offer to students, countering existing recruitment issues and optimising opportunities for learners to debate and develop their understanding of key concepts.

Specialist Provision

The Council recognises the value of some specialist provision being attached to mainstream secondary schools. For example, sensory resource bases are the most appropriate way to meet the needs of students with sensory needs and this Strategy requires that any secondary school reorganisation does not detrimentally impact on such provision.

Resource Base provision across the City is commissioned by the Council and service level agreements are in place with individual providers/schools. Council representatives are currently undertaking a review of specialist provision across the City. This review is aligned to the Council's Joint Special Educational Needs and Disabilities Strategy which aims to promote inclusion, maximize young people's opportunities to be independent and enable young people with special educational needs and disabilities to be recognised as fully integrated citizens with the ability to contribute to their local community.

Change Management

It is recognised that making significant changes to individual establishments can have a disruptive effect on the delivery of education. This strategy requires that any secondary school reorganisation or development scheme seeks to minimise disruption and avoid any longer term detriment to students.

Estate Management

It is recommended that a long term approach is taken to the management of educational assets in order to ensure that fluctuations in demand can be effectively and efficiently catered for. Where appropriate, sites should be reserved as contingency to cater for anticipated increases in demand, such as that resulting from new housing developments. However, it should be recognised that adopting a longer term approach will result in short-term budgetary pressures as sites must be secured and maintained.

Where circumstances arise that present the opportunity to use existing school accommodation in different ways, this Strategy would require that priority is given to the provision of statutory school places.

Other Considerations

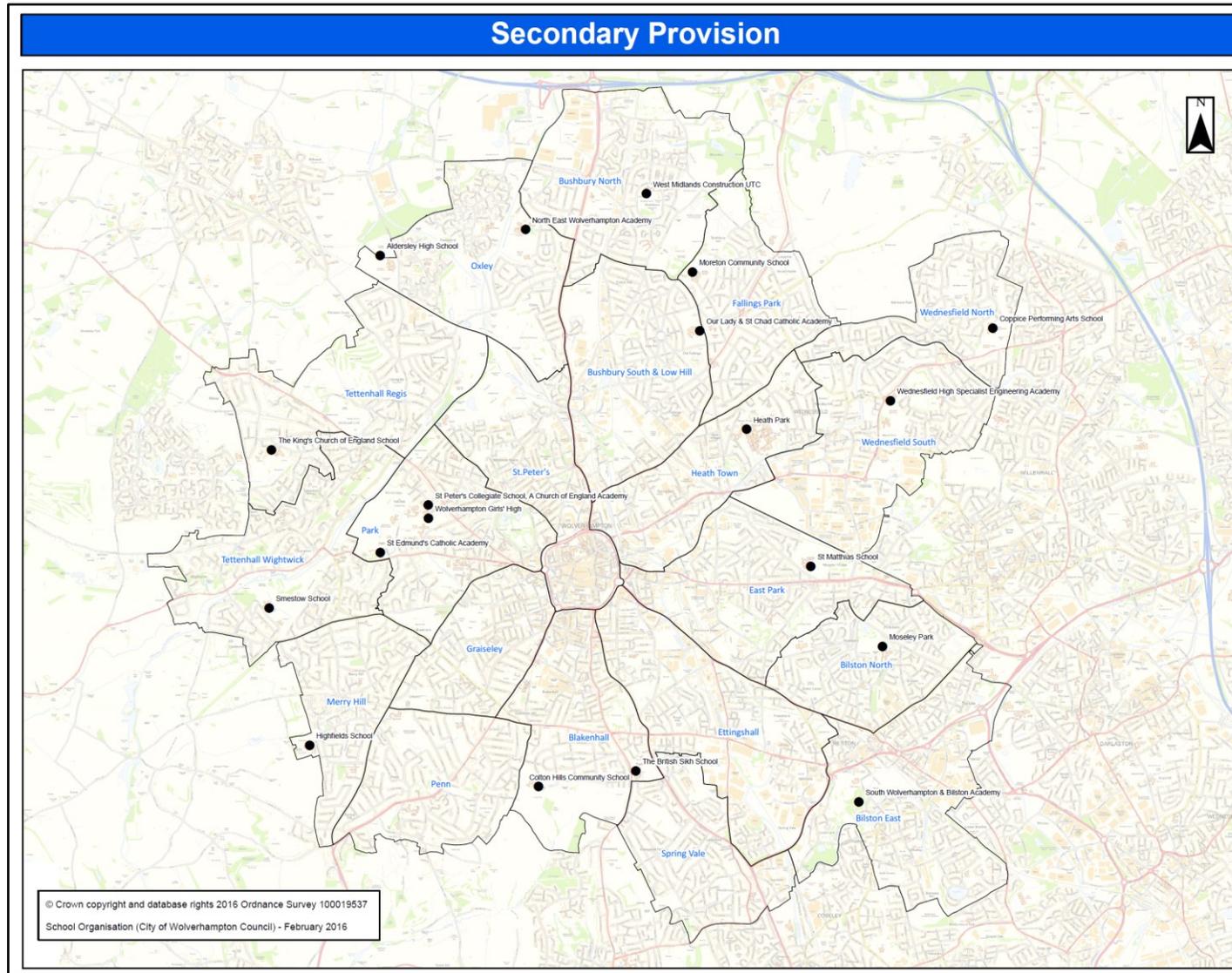
This strategy requires that when considering secondary school organisation:

- The Council works closely with Diocesan Authorities to ensure that an appropriate balance of denominational and community places are available.
- That, if at all possible, the need for compulsory redundancy is avoided.
- Equal opportunities are promoted and that particular groups of children are not disadvantaged.

Strategy Review

The Strategy is subject to review on a biennial basis.

Appendix A: School Locations



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Cabinet Meetings

20 July 2016

Report title	City Centre Highway Enhancement Works – 2016/17	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor Steve Evans City Environment	
Key decision	No	
In forward plan	Yes	
Wards affected	All	
Accountable director	Ross Cook, City Environment	
Originating service	Highways Network	
Accountable employee(s)	Bob Willis	Head of Highways Network
	Tel	01902 555790
	Email	bob.willis@wolverhampton.gov.uk
Report to be/has been considered by	Transport and Highways Board	10 May 2016
	Place Leadership Team	13 June 2016
	Strategic Executive Board	21 June 2016
	Leader's Briefing	11 July 2016

Recommendation(s) for action or decision:

The Cabinet is recommended to:

1. Approve City Centre highway enhancement works proposed to take place in 2016/17

1.0 Purpose

- 1.1 To seek approval for City Centre highway enhancement works proposed to take place in 2016/17.

2.0 Background

- 2.1 Wolverhampton City Centre has started to transform with £millions of recent investment in Wolverhampton Interchange (i10), Sainsbury's on the Ring Road, The Way Youth Zone and the Public Realm project on Queen Street, Market Street and Princess Street already enhancing the attraction for commercial developers.
- 2.2 This report gives more detail on City Centre highway enhancement works originally contained in the Transportation Capital Programme - 2016/17 and future years report approved at Cabinet on 20 April 2016. These proposed schemes lead on from and complement the major investment that has already taken place in the City Centre. Table 1 below identifies the location and proposed timing of these schemes. The appended City Centre highway enhancement works plan highlights their location.

Table 1 – proposed City Centre highway enhancement works programme

Location	Estimated cost	Start	End
Darlington Street	£120,000	March 2016	complete April 2016
PROGRAMME 2015/16	£120,000		
Darlington Street	£165,000	Autumn 2016	Winter 2016
Dudley Street Phase 1 Queen Square to King Street	£143,000	Autumn 2016	Autumn 2016
Dudley Street Phase 2 King Street to Queen Street	£154,000	Autumn 2016	Winter 2016
Lich Gates	£50,000	Autumn 2016	Winter 2016
Bilston Street	£160,000	Autumn 2016	Winter 2016
Little Brickkiln Street	£6,000	Summer 2016/17	Summer 2016/17
TOTAL PROGRAMME 2016/17	£678,000		
Reserve Scheme Exchange Street	£141,000	2017/18	2017/18
Reserve Scheme Dudley Street / Queen Square	£310,000	2017/18	2017/18
CURRENT PROGRAMME 2017/18	£451,000		

- 2.3 These proposed schemes initially came out of consultation with stake holders in 2012/13 on the development of the City Centre. These specific streets have been identified where carriageway and / or footway deterioration is such that full replacement is required.
- 2.4 In Table 1 five schemes are scheduled to start in autumn 2016. In reality Bilston Street is likely to start first, followed by the Dudley Street phases and then Darlington Street and Lich Gates. An exact timetable of works is still being developed. Should additional

funding become available the City Centre schemes could be accelerated and / or reserve schemes brought forward.

- 2.5 There will be some localised disruption while the works take place on street before the benefits of the schemes become apparent on completion. However the works will be supported by an inclusive and comprehensive communications plan that details where and when delays may occur. During the works information signs will let the public know where highway reinstatements are permanent or temporary awaiting completion.
- 2.6 The works will be managed to ensure no disruption takes place to the Remembrance commemoration, the switch on of the Christmas lights or Christmas trade in the City Centre.
- 2.7 These works are the first phase of works that will cover this and future years. They will support other proposals for the City Centre as they develop. Reactive maintenance will still take place where necessary.

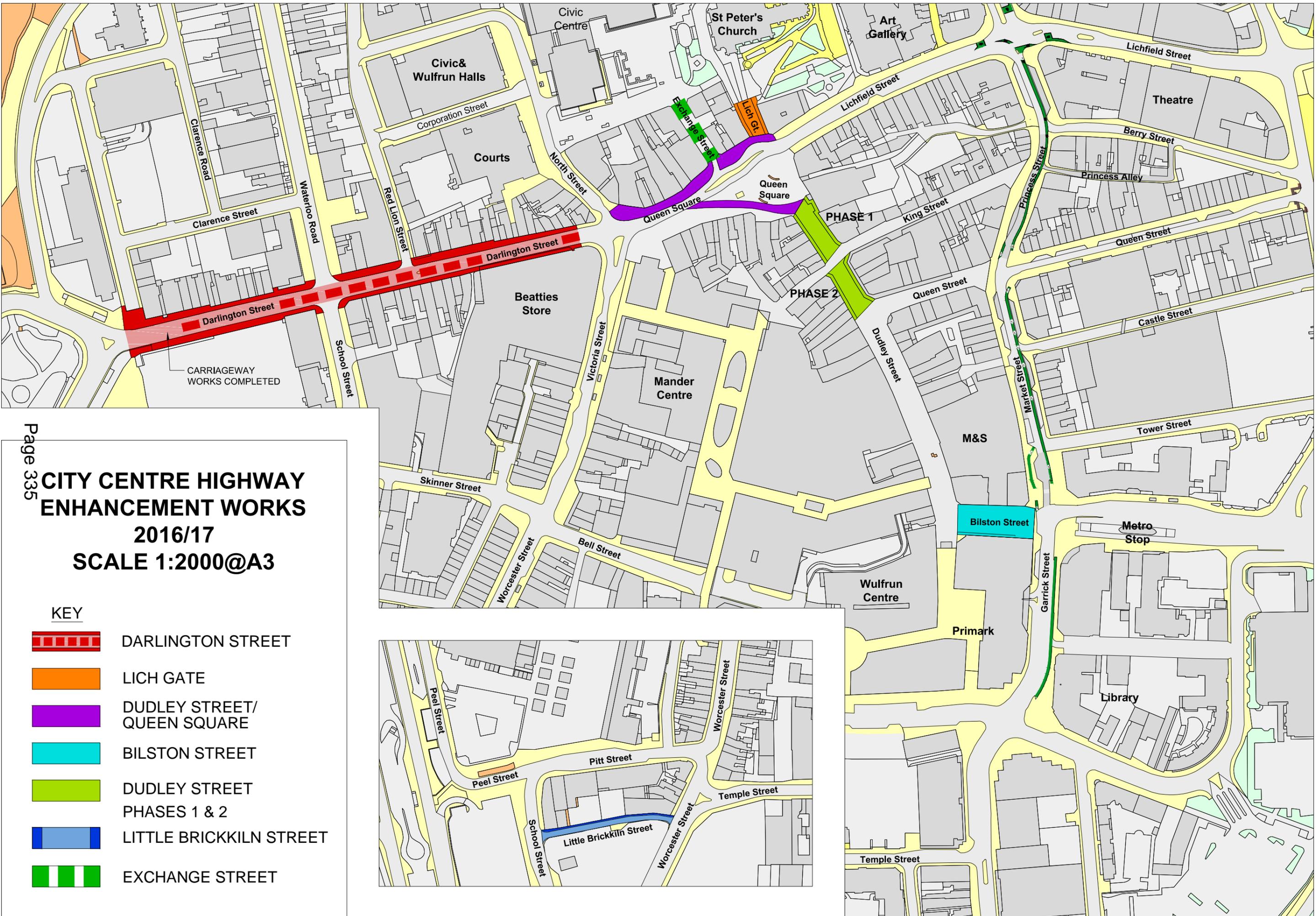
3.0 Outcomes

- 3.1 The proposed highway works will improve the image of the City Centre by replacing defective paving and carriageway with attractive, robust materials as contained in the developing City Centre Design Guide. All street furniture within the works will be replaced, repaired, repainted or removed (in line with national and Council policy on de-cluttering the highway) as required.
- 3.2 The works will be further supported by an improved maintenance programme and more stringent monitoring and control of utility works to ensure quality reinstatements with minimal disruption.
- 3.3 Coordination of utility and street works will further help minimise disruption during construction. Works planned by utility companies over the next 12 months include National Grid gas works at the junction of Queen Square and Victoria Street (which started 6 June for approximately six weeks) and the diversion of statutory undertakers' apparatus in advance of works on the City Centre Metro Extension on Pipers Row and Railway Drive. Works to redevelop the Mander Centre are also expected to continue on Bell Street until April 2017. All proposed street works and road works are visible on the ELGIN map base under road works on the City Council website.

4.0 Financial implications

- 4.1 A capital budget of £1.9 million exists in the approved capital programme for maintenance of unclassified roads which includes both carriageways and footways. The programme of works included in this report can be accommodated from within this budget and will leave an uncommitted balance of £45,000.

- 4.2 The budget position will continue to be reviewed and reserve schemes will be brought forward as resources become available through underspends in the current programme schemes or additional funding opportunities to ensure that grant allocations are fully utilised.
- 4.3 The schemes are wholly funded by Department for Transport Highway maintenance grant.
[TT/27062016/D]
- 5.0 Legal implications**
- 5.1 There are no legal implications arising from this report.
[TS/22062016/V]
- 6.0 Equalities implications**
- 6.1 There are no equality implications arising from this report. In broader terms the built environment is a key requirement for disabled people to live independently. The Council promotes independence for disabled people as a key part of its stance on equality issues. An Equality Analysis began in 2013 which examined in detail City Centre transportation and public realm improvements. This analysis remains live and still updated when necessary.
- 7.0 Environmental implications**
- 7.1 If approved this report should help generate environmental improvements within the City Centre.
- 8.0 Human Resources implications**
- 8.1 There are no Human Resources implications arising from this report.
- 9.0 Corporate Landlord implications**
- 9.1 There are no Corporate Landlord implications arising from this report.
- 10.0 Schedule of background papers**
- 10.1 "Transportation Capital Programme – 2016/17 and future years" report to Cabinet, 20 April 2016
- 10.2 City Centre Highway Enhancement Works 2016/17 plan



**CITY CENTRE HIGHWAY
ENHANCEMENT WORKS
2016/17
SCALE 1:2000@A3**

KEY

-  DARLINGTON STREET
-  LICH GATE
-  DUDLEY STREET/
QUEEN SQUARE
-  BILSTON STREET
-  DUDLEY STREET
PHASES 1 & 2
-  LITTLE BRICKKILN STREET
-  EXCHANGE STREET

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Cabinet Meeting

20 July 2016

Report title	New Cross Residents Parking Scheme	
Decision designation	AMBER	
Cabinet member with lead responsibility	Councillor Steve Evans City Environment	
Key decision	No	
In forward plan	No	
Wards affected	Heath Town	
Accountable director	Ross Cook, City Environment	
Originating service	Transportation	
Accountable employee(s)	Bob Willis	Head of Highways Network
	Tel	01902 555790
	Email	Bob.willis@wolverhampton.gov.uk
Report to be/has been considered by	Strategic Executive Board	7 June 2016
	Vibrant and Sustainable Communities	30 June 2016
	Scrutiny Panel	

Recommendation(s) for action or decision:

The Cabinet is recommended to:

1. Support the phased implementation of a residents/business parking and Pay and Display scheme as detailed in the report.
2. Endorse that residents and businesses should be charged £20 for permits and the associated charges to cover some of the costs of the scheme.
3. Endorse the proposed Pay and Display scheme and the associated charges.
4. Approve consultation with affected residents and businesses by letter and questionnaire.

Recommendations for noting:

The Cabinet is asked to note:

1. Subject to the required overall support for the scheme following the consultation the intention to advertise the necessary Traffic Regulations Orders and implement subject to there being no unresolved objections.

1.0 Purpose

- 1.1 The report is presented to outline the proposed approach to the implementation of a Residents/Business and Pay and Display (P&D) Parking Scheme in areas where parking for residents is being severely affected by parking associated with the New Cross Hospital site.

2.0 Background

- a. In 2008 a policy was established for the implementation of residents parking schemes and approved the condition that for a scheme to be taken forward there should be a consultation which should receive a minimum of a 60% response with 85% of responders being in favour of a residents parking scheme.
- b. This report established that there use may be appropriate where residential streets were being affected by high parking demand resulting from adjacent land uses.
- c. The first issue to be addressed was match day parking associated with the Molineux Stadium.
- d. It is now proposed to extend this principle to a scheme to address the impact on residents and businesses of parking resulting from activity at the New Cross Hospital site. Plan A details the proposed boundary of the scheme.

3.0 Progress, options, discussion, etc.

- 3.1 It is proposed to implement the scheme in phases;

Phase one: Wolverhampton Road (between Church St and Coronation Road)
Wolverhampton Road (between Graiseley Lane and Rookery Bridge)
Wolverhampton Road (service road to numbers 288 – 350)
Graiseley Lane (Wolverhampton Road to Victoria Road)
New Cross Avenue
Coronation Road, Ryton Close, Bates Green, Lawrence Avenue
Graiseley Lane (part).

Phase two: Graiseley Lane area

Phase three: Remainder of identified area (Bushbury Road).

The phase boundaries are detailed on Plan A; Phase one - Orange, Phase two - Yellow, Phase three - Green.

- 3.2 As well as the residents only parking areas there will be sections of P&D parking and other related traffic orders to control parking. It should be noted that it is proposed that holders of resident's/business permits will be able to use P&D bays without charge.

- 3.3 It is proposed that due to the small size of the businesses that permits will be issued on the basis of one per employee if they do not have access to off road parking but this may need to be reviewed following the initial consultation.
- 3.4 It is proposed that there will be an annual charge of £20 per permit and for the replacement of a lost permit and where a change of details is required. The cost of the permit will be reviewed annually.
- 3.5 The proposed visitor permits will be issued using a voucher book charged for at the rate; 20 voucher book at £5 (25 pence each).
- 3.6 It is proposed that other special permits will be made available such as;
Contractors working on property £5 per week (minimum charge less one week £5)
Registered Carer and health professionals permits; Free.
- 3.7 The number of permits that can be issued per household or business will be determined following consultation, as it is necessary to quantify demand against available spaces. It is a risk that it may not be possible to meet residents/business aspirations.
- 3.8 It is proposed that the P&D charges are set in relation to the charges being levied at the hospital.

The proposed on-street parking charges are;

15 minutes	free
Up to 1 hour	£1.00
Up to 2 hours	£2.00
Up to 4 hours	£4.00
Blue badge holders - no charge with a maximum stay of 3 hrs.	

The charges currently being levied on the New Cross Hospital site are;

15 minutes	free
Up to 1 hour	£2.00
1 to 3 hours	£3.00
3 to 5 hours	£4.60
5 to 24 hours	£5.80

- 3.9 It is proposed that Residents Parking and P&D will operate daily from 7 am to 8 pm to reflect the main operational hours of the hospital.

3.10 The table below shows examples of charges made by other Council's:

Council	1st permit	2nd permit	Business permit
Sandwell	£25	£30	£100
Birmingham	Inner zone £385 Inner areas (general)- £225-£785 Outer zone £90-£190 Outside of city centre £16	Outer areas £32	-
Staffordshire	£45	-	£90
Nottinghamshire	£25	-	-
Telford and Wrekin	£25	-	£115
Worcestershire	£30	£30-£40	-
Gloucester	£50	£100	£250-£850

- 3.11 The details of Phase one are shown on plans attached. The proposals include 98 P&D bays and 34 bays designated solely for the use of holders of Residents Permits. It is also proposed to amend no waiting restrictions to ensure safety at junctions and other appropriate areas.
- 3.12 The implementation costs of Phase one are estimated to be £70,000 which includes civil engineering constructions works, road markings, pay machines and staff costs.
- 3.13 Annual revenue costs are estimated at £100,000 and include staffing costs for two officers for enforcement, machine maintenance costs and administration costs relating to the provision of permits.
- 3.14 P&D parking and Resident Permits will both generate income to offset the scheme costs. However, until the scheme has been implemented it is extremely difficult to predict the level of income that will be generated within the scheme. It is proposed that a further report will be presented twelve months after implementation of Phase one detailing the outcomes of the scheme.
- 3.15 Various income scenarios have been tested, to reflect varying levels of P&D usage and the charge for a Residents Permits. The potential income levels are shown in the tables below.
- 3.16 Anticipated income levels from Resident Permits are based on a total of 2000 households on full implementation of all phases on the basis of 1.5 permits per household to reflect replacement permit / amendment charges. When the scheme was consulted upon previously a proposed charge of £40 for a permit was found to be unacceptable to residents.

Potential income from permit issue is shown below for different phases and charging levels.

Residents Permit charge	Phase one income (250 households) £000s	Future Phases income (1750 households) £000s	Total income per annum (2000 households) £000s
£20	(8)	(52)	(60)
£30	(11)	(79)	(90)
£40	(15)	(105)	(120)

- 3.17 Income levels for P&D usage are based on a main enforcement period of five days (Mon – Fri) 7am to 5pm. The amount of time that a P&D space will be used by a paying customer is uncertain as overall levels of use and time occupied by residents permit holders is unknown but scenarios between 50% and 80% paid utilisation have been tested.

Pay & Display usage	Phase one income £000s	Future phases income £000s	Total income per annum £000s
50%	(113)	(35)	(148)
60%	(136)	(42)	(178)
70%	(158)	(48)	(206)
80%	(181)	(55)	(237)

- 3.18 Enforcement of excess parking through the issuing of Penalty Charge Notices could also generate income estimated at £29,000 annually.

4.0 Future phases

- 4.1 It is proposed to implement the Phase two immediately following Phase one subject to feedback.
- 4.2 Phase three will be implemented during the 2017/18 financial year.
- 4.3 It should be noted that the implementation of early phases may increase the pressure for the implementation of the other phases due to displacement of parking demand.

5.0 Financial implications

- 5.1 A budget of £150,000 exists in the current transportation capital programme to facilitate the implementation of all phases of the New Cross Residents parking scheme from which the estimated Phase One implementation costs of £70,000 will be accommodated.
- 5.2 Annual revenue costs are estimated to total £100,000. Income generation is anticipated to cover the revenue costs but levels are subject to a number of variants.

- 5.3 A net annual revenue target in the region of £120,000 for 2016/17 and 2017/18 in relation to the implementation of the New Cross Residents parking scheme has been budgeted. If a permit charge of £20 was set for residents on the basis of 1.5 permits per household then Pay & Display usage in the region of 60% would be required to ensure that annual income levels cover the full costs of the scheme and achieve approved savings targets.
- 5.4 Income generated from the issue of visitor permits, special permits, replacement permits and excess parking enforcement will also contribute towards the net annual revenue target.
- 5.5 The consultation outcome and usage data from Phase One will further inform these income levels. It is a risk that income levels will be insufficient to cover costs and achieve the savings target and as such will create a revenue pressure on the General Fund.
[TT/08072016/R]

6.0 Legal implications

- 6.1 The Traffic Regulation Orders will be subject to the normal statutory consultation processes.
- 6.2 In addition there will be a letter drop consultation with questionnaire in advance of the formal legal process. For a scheme to be taken forward it was agreed that a consultation should receive a minimum of a 60% response with 85% of responders being in favour of a residents parking scheme.
[RB/11072016/J]

7.0 Equalities implications

- 7.1 An Equalities Assessment was undertaken when the policy for Residents Parking schemes was approved and no implications were identified.
- 7.2 There will be an ongoing equality assessment of this proposal and the equality analysis will be reviewed, following the consultation feedback and other findings.

8.0 Environmental implications

- 8.1 The proposals should improve residential amenity and potentially reduce air pollution by reducing traffic volumes in residential streets.
- 8.2 New Cross Hospital has been party to the Smart Network Smarter Choices project to promote active modes of travel to work. The project promotes public transport, cycling and walking and car sharing.
- 8.3 The results of the last monitoring survey, which received a low response rate, indicated that there had been a reduction of 3.5% of single occupancy car use and an increase of car sharers by 1%, an increase in bus use and cycling of 1% each.

8.4 To support the project there is promotion of corporate public transport ticketing, regular Dr Bike sessions, and free cycle training. The Trust is also a member of Wolverhampton Car Share, which is open to all employees of the Trust.

8.5 The project is now complete, however signed up businesses with over 50 employees, can still receive support, albeit to a limited amount due to funding, pending the outcome of current bids to Department for Transport

9.0 Human resources implications

9.1 Enforcement of the scheme will require the deployment of one Civil Enforcement Officer.

10.0 Corporate landlord implications

10.1 None identified

11.0 Schedule of background papers

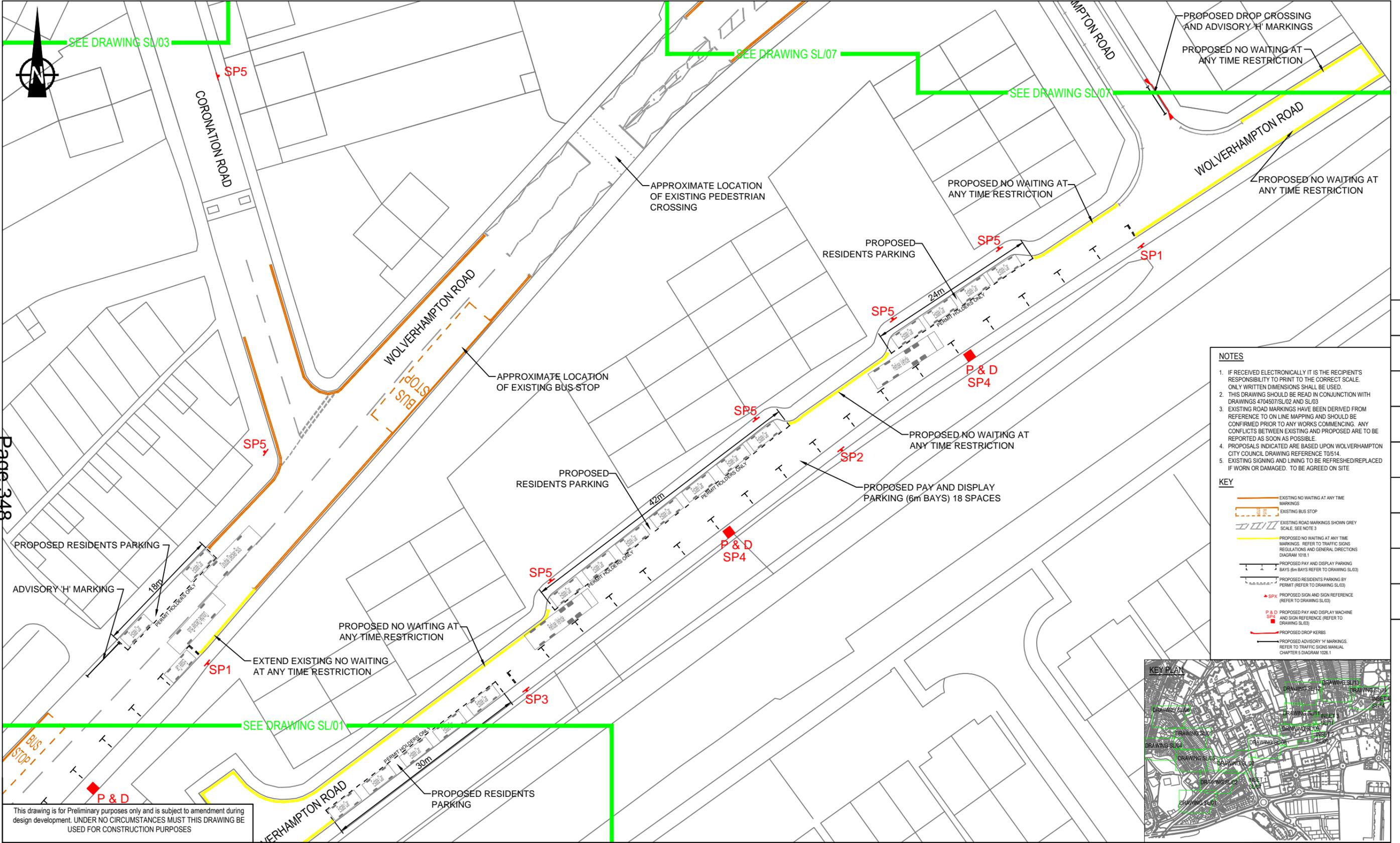
11.1 Residents Parking Permit Schemes – Cabinet (Resources) Panel, 4 November 2008

11.2 Transportation Capital Programme – 2016/17 and future years – Cabinet, 20 April 2016

11.3 Vibrant and Sustainable City Scrutiny Panel – 30 June 2016

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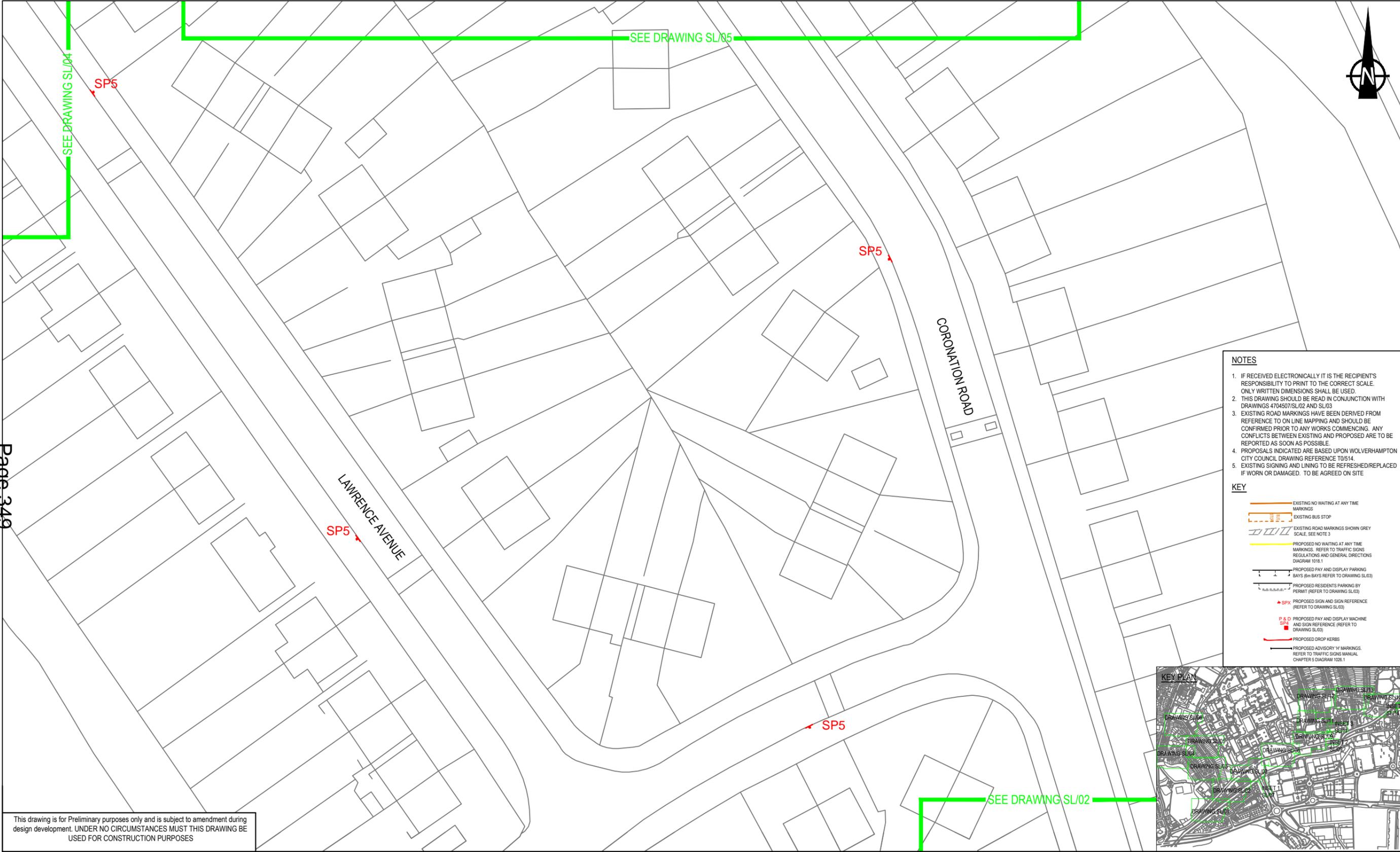
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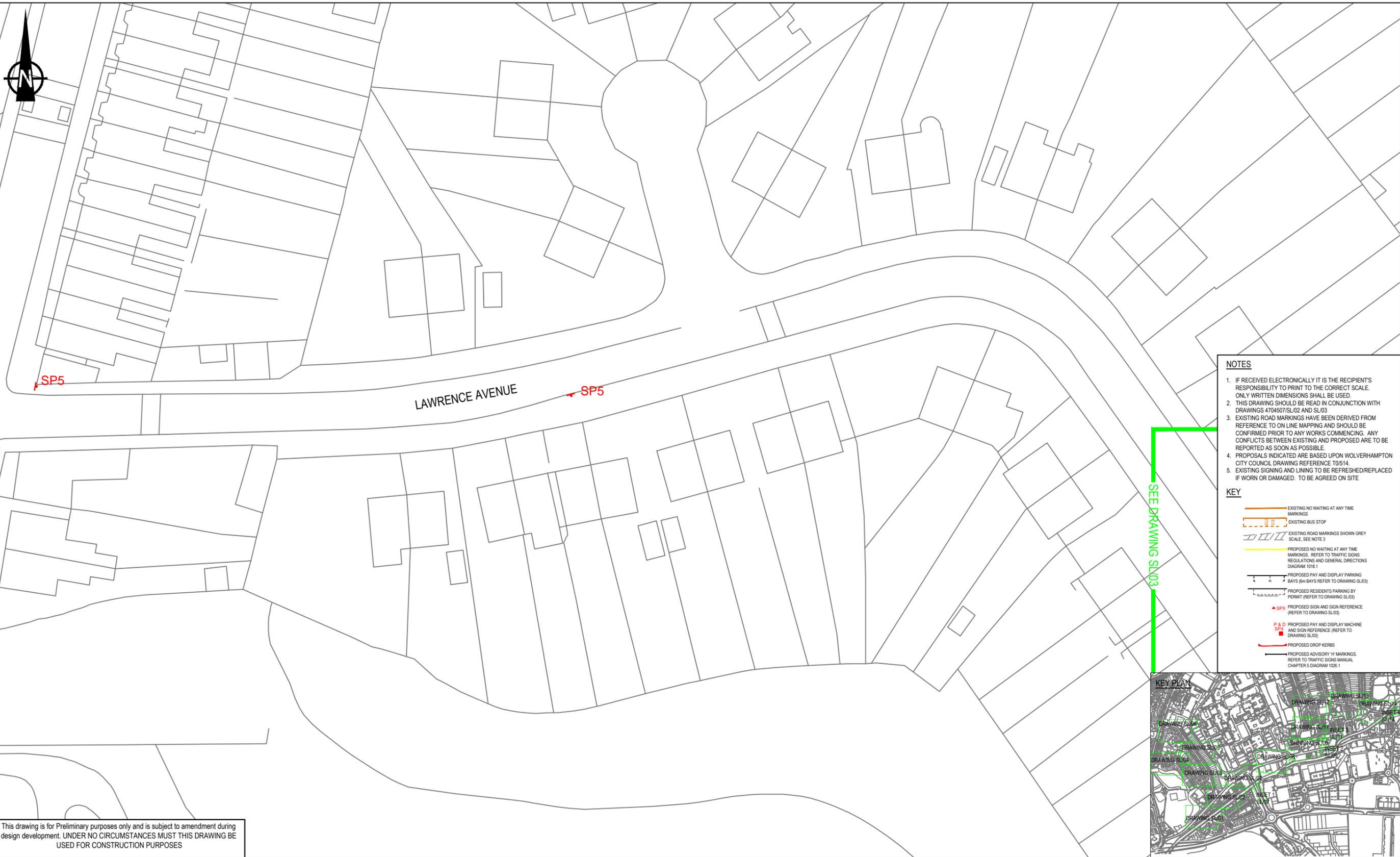
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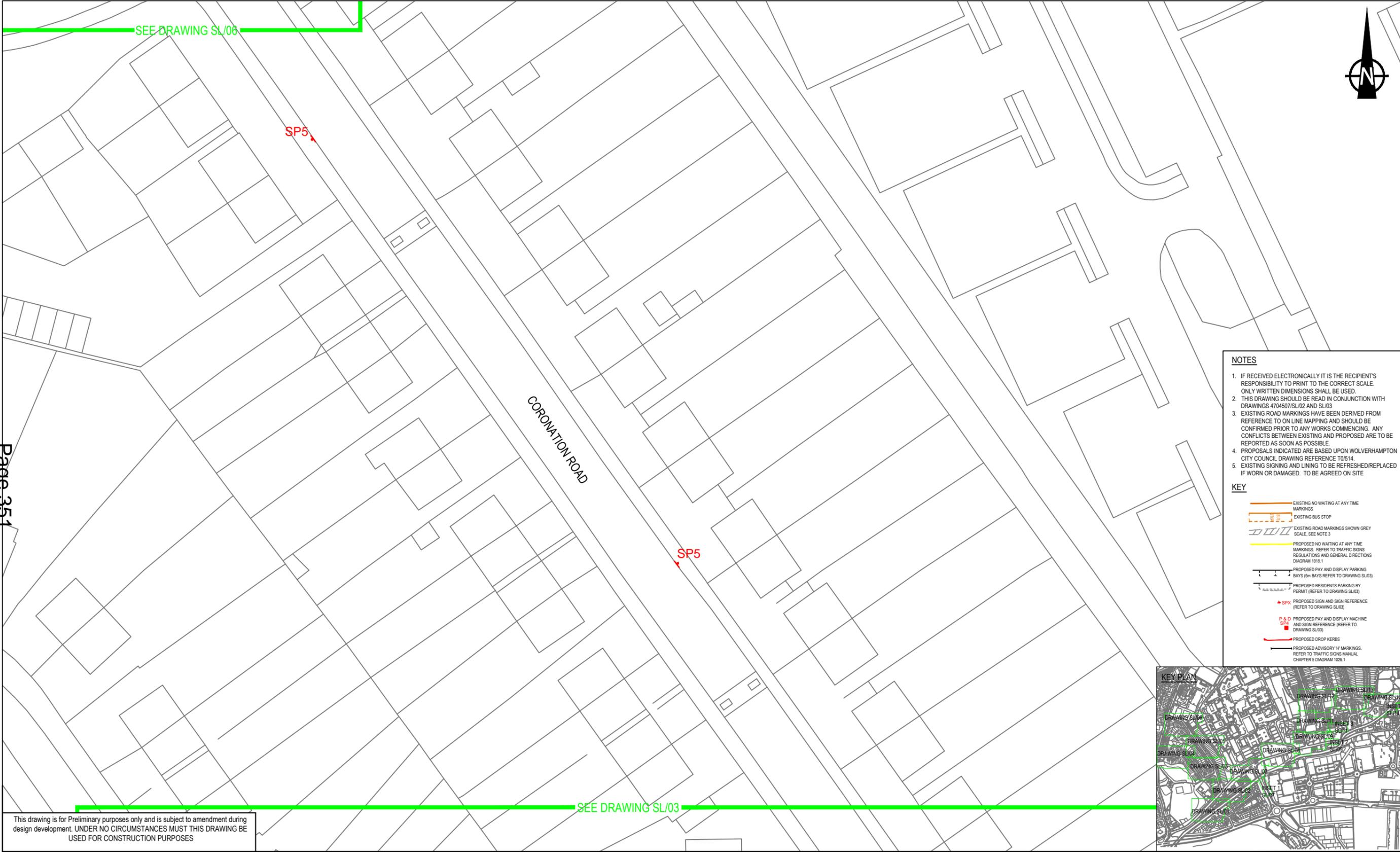


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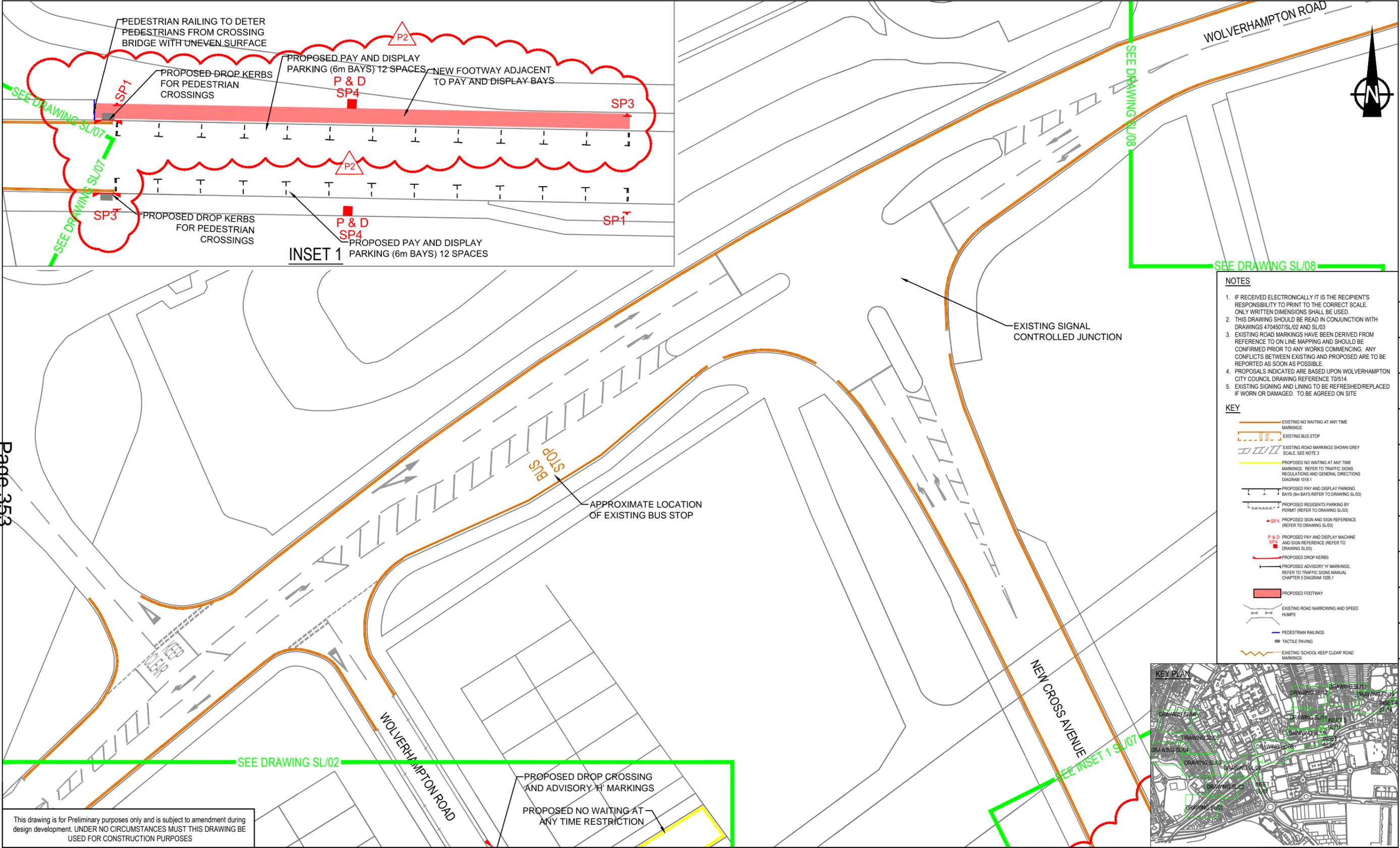
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 - PROPOSED NO WAITING AT ANY TIME MARKINGS. REFER TO TRAFFIC SIGNS REGULATIONS AND GENERAL DIRECTIONS DIAGRAM 1018.1
 - PROPOSED PAY AND DISPLAY PARKING BAYS (6m BAYS REFER TO DRAWING SL/03)
 - PROPOSED RESIDENTS PARKING BY PERMIT (REFER TO DRAWING SL/03)
 - SPx PROPOSED SIGN AND SIGN REFERENCE (REFER TO DRAWING SL/03)
 - P & D PROPOSED PAY AND DISPLAY MACHINE AND SIGN REFERENCE (REFER TO DRAWING SL/03)
 - PROPOSED DROP KERBS
 - PROPOSED ADVISORY 'H' MARKINGS. REFER TO TRAFFIC SIGNS MANUAL CHAPTER'S DIAGRAM 1025.1
 - PROPOSED FOOTWAY
 - EXISTING ROAD NARROWING AND SPEED HUMPS
 - PEDESTRIAN RAILINGS
 - TACTILE PAVING
 - EXISTING SCHOOL KEEP CLEAR ROAD MARKINGS



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AMENDMENTS WITHIN P2 REVISION CLOUDS. NOTE 5 ADDED TO DRAWING. DRAWING TITLE AMENDED TO SHEET 2 OF 4. DRAWING KEY PLAN AMENDED	SJC/SCR		06.10.15	P2
FIRST ISSUE	SJC/SCR		22.10.15	P1

Drawing Status
P - PRELIMINARY

Client
Wolverhampton City Council

Project Title
NEW CROSS PARKING SCHEME WOLVERHAMPTON ROAD

Drawing Title
SIGNING AND LINING PROPOSALS SHEET 7 OF 14

Drawn SJC	Checked SCR	Approved SCR	Date 20.10.15
AECOM Internal Project No. 47074507		Suitability N/A	
Scale @ A3 1:500		Zone / Mileage N/A	

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47074507/SL/07

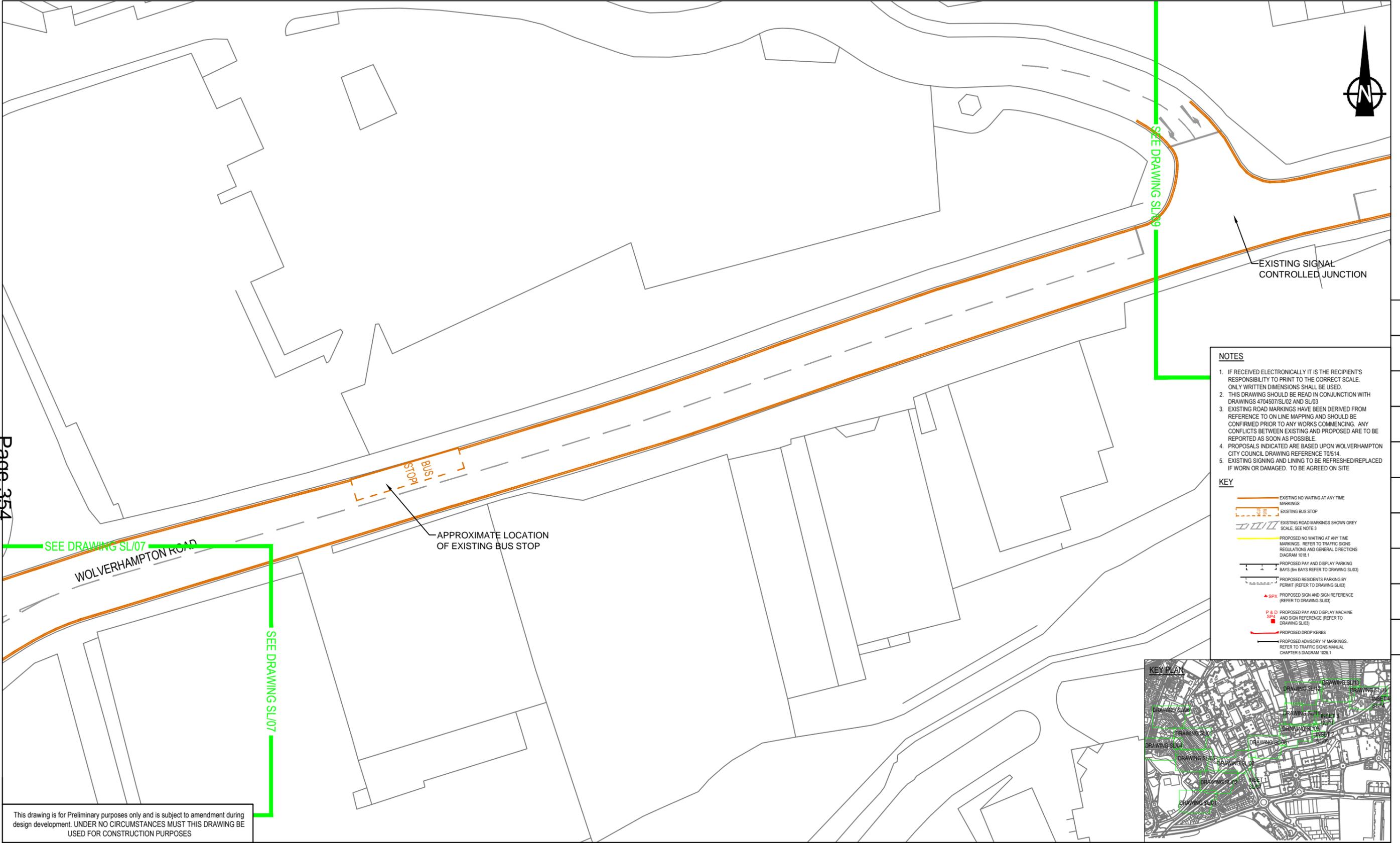
Rev
P2

Plot Date : 5/27/2016 9:29 AM

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 - EXISTING BUS STOP
 - EXISTING ROAD MARKINGS SHOWN GREY SCALE. SEE NOTE 3
 - PROPOSED NO WAITING AT ANY TIME MARKINGS. REFER TO TRAFFIC SIGNS REGULATIONS AND GENERAL DIRECTIONS DIAGRAM 1018.1
 - PROPOSED PAY AND DISPLAY PARKING BAYS (BAY REFER TO DRAWING SL/03)
 - PROPOSED RESIDENTS PARKING BY PERMIT (REFER TO DRAWING SL/03)
 - ▲ SPX PROPOSED SIGN AND SIGN REFERENCE (REFER TO DRAWING SL/03)
 - P & D M PROPOSED PAY AND DISPLAY MACHINE AND SIGN REFERENCE (REFER TO DRAWING SL/03)
 - PROPOSED DROP KERBS
 - PROPOSED ADVISORY 'H' MARKINGS. REFER TO TRAFFIC SIGNS MANUAL CHAPTER 5 DIAGRAM 1026.1



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AMENDMENTS WITHIN P2 REVISION CLOUDS. NOTE 5 ADDED TO DRAWING. DRAWING TITLE AMENDED TO SHEET 2 OF 4. DRAWING KEY PLAN AMENDED	SJC/SCR		06.10.15	P2
FIRST ISSUE	SJC/SCR		22.10.15	P1

Drawing Status
P - PRELIMINARY

Client
Wolverhampton City Council

Project Title
NEW CROSS PARKING SCHEME WOLVERHAMPTON ROAD

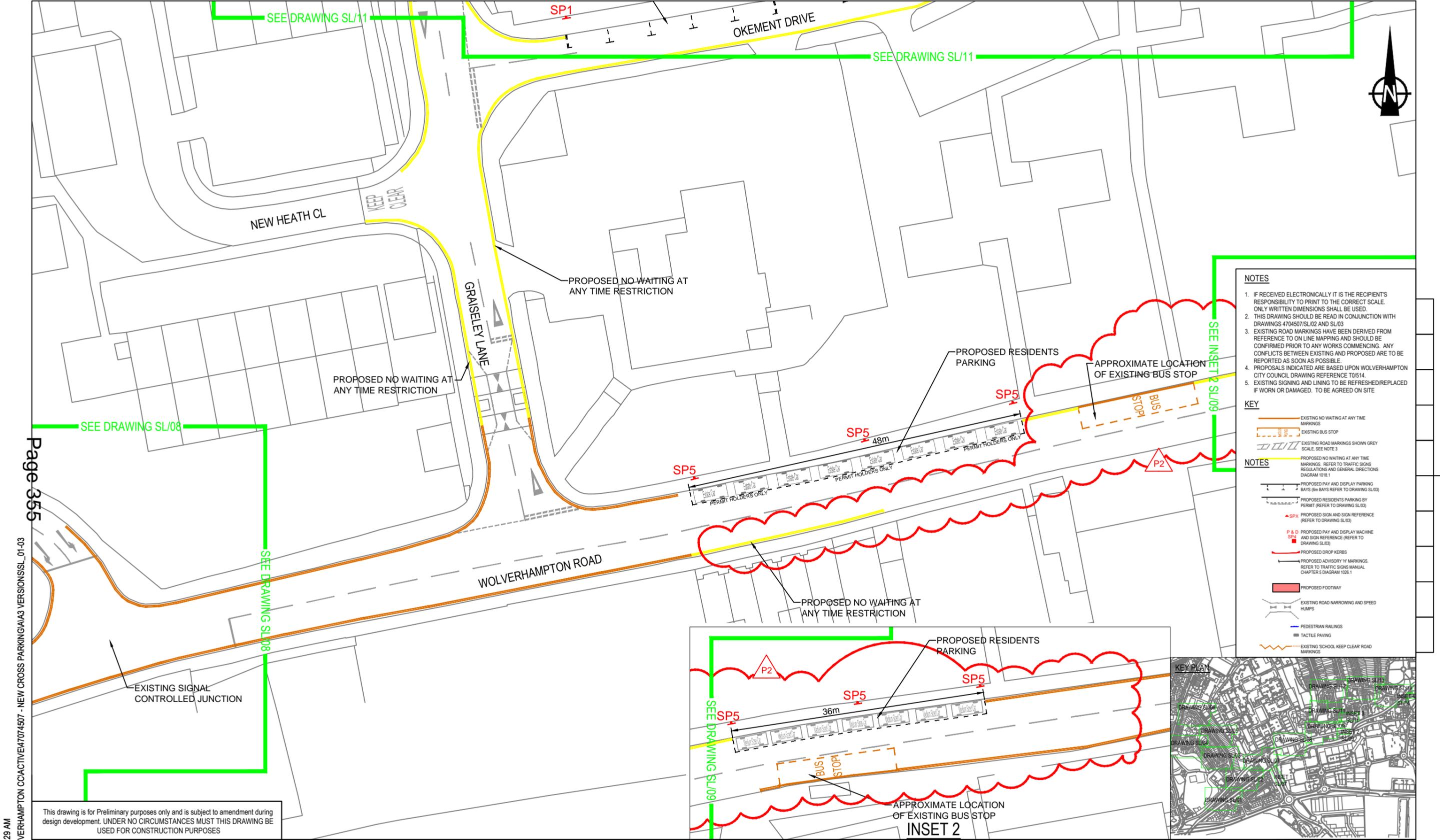
Drawing Title
SIGNING AND LINING PROPOSALS SHEET 8 OF 14

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AECOM Internal Project No. 47074507		Suitability N/A	
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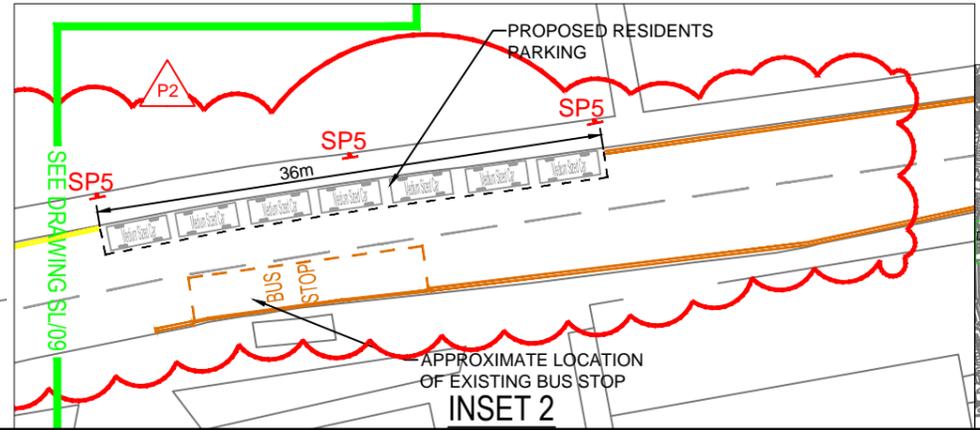
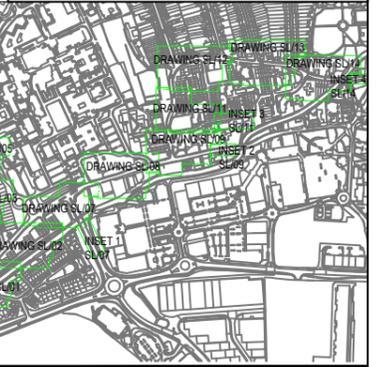
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- KEY**
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 - PROPOSED RESIDENTS PARKING BY PERMIT (REFER TO DRAWING SL/03)
 - SPX PROPOSED SIGN AND SIGN REFERENCE (REFER TO DRAWING SL/03)
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FIRST ISSUE	SJC/SCR	22.10.15	P1
Revision Details	By	Date	Suffix
	Check		

Drawing Status
P - PRELIMINARY

Client
Wolverhampton City Council

Project Title
NEW CROSS PARKING SCHEME WOLVERHAMPTON ROAD

Drawing Title
SIGNING AND LINING PROPOSALS SHEET 9 OF 14

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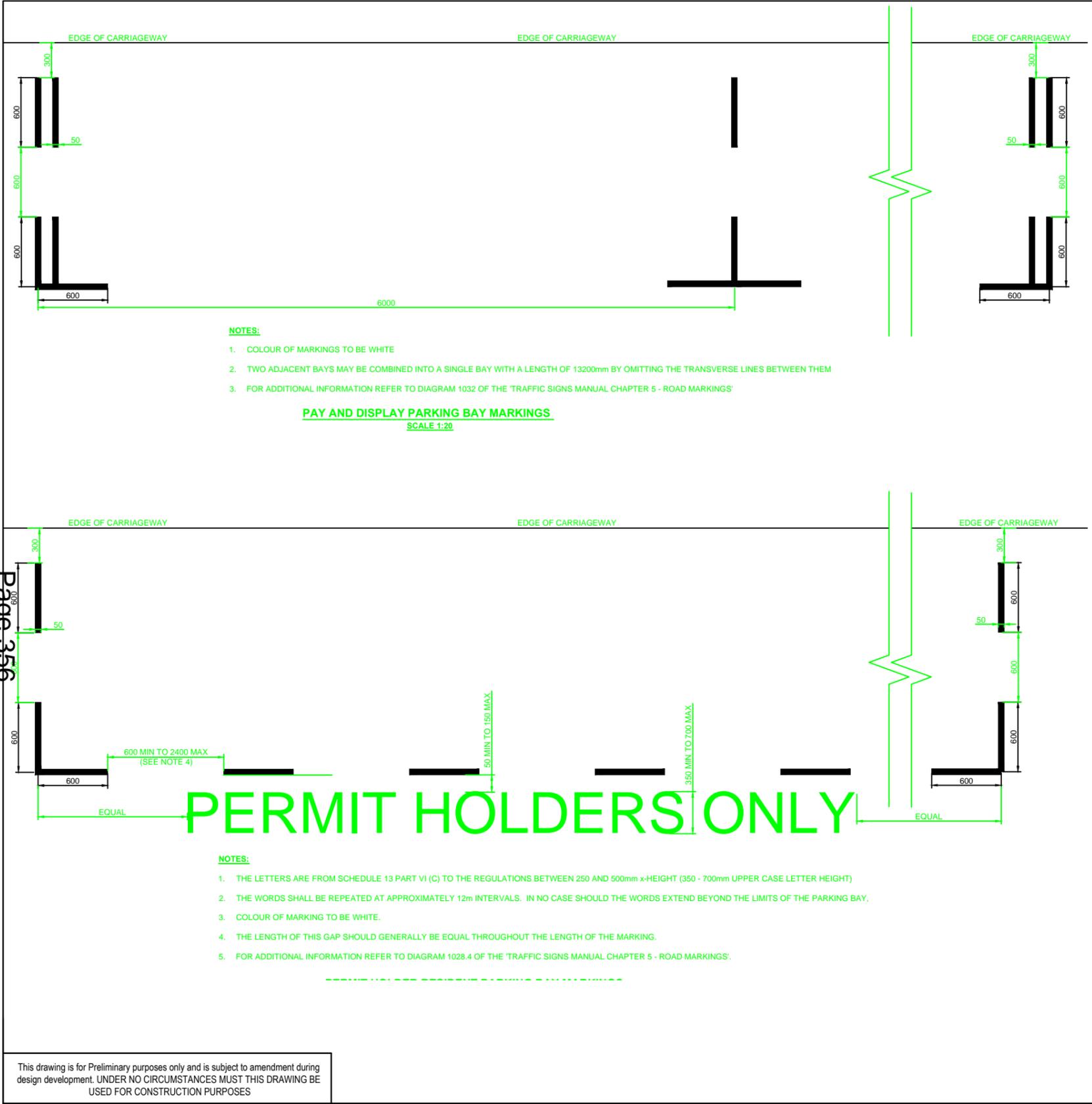
Drawing Number
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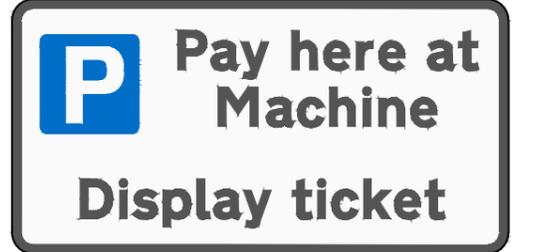
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SCALE : NTS



PAY AND DISPLAY SIGN. REFER TO SIGNING AND LINING PLANS FOR LOCATIONS, SIGN REFERENCE SP2
SCALE : NTS



PAY AND DISPLAY SIGN. REFER TO SIGNING AND LINING PLANS FOR LOCATIONS, SIGN REFERENCE SP3
SCALE : NTS



PAY AND DISPLAY SIGN. REFER TO SIGNING AND LINING PLANS FOR LOCATIONS, SIGN REFERENCE SP4
SCALE : NTS



RESIDENT PERMIT HOLDERS ONLY SIGN. REFER TO SIGNING AND LINING PLANS, SIGN REFERENCE SP5
SCALE : NTS

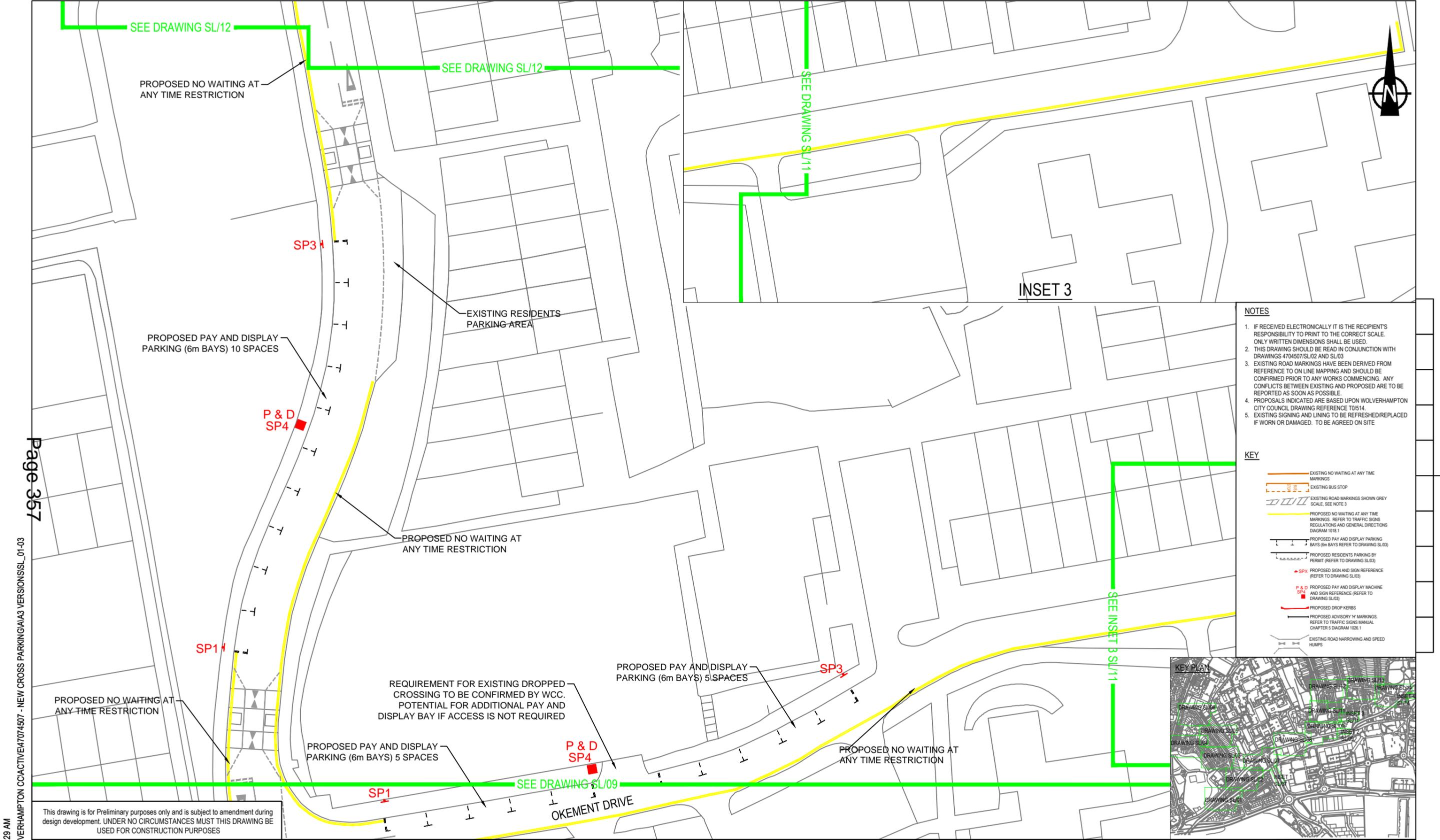
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- KEY**
- EXISTING NO WAITING AT ANY TIME MARKINGS
 - EXISTING BUS STOP
 - EXISTING ROAD MARKINGS SHOWN GREY SCALE. SEE NOTE 3
 - PROPOSED NO WAITING AT ANY TIME MARKINGS. REFER TO TRAFFIC SIGNS REGULATIONS AND GENERAL DIRECTIONS DIAGRAM 1018.1
 - PROPOSED PAY AND DISPLAY PARKING BAYS (6m BAYS REFER TO DRAWING SL/03)
 - PROPOSED RESIDENTS PARKING BY PERMIT (REFER TO DRAWING SL/03)
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 - P & D SP4 AND SIGN REFERENCE (REFER TO DRAWING SL/03)
 - PROPOSED DROP KERBS
 - PROPOSED ADVISORY 'H' MARKINGS. REFER TO TRAFFIC SIGNS MANUAL CHAPTER 5 DIAGRAM 1026.1
 - EXISTING ROAD NARROWING AND SPEED HUMPS



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Revision Details	By	Date	Suffix
FIRST ISSUE	SJC/SCR	06.11.15	P1
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Drawing Status
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Client
Wolverhampton City Council

Project Title
NEW CROSS PARKING SCHEME WOLVERHAMPTON ROAD

Drawing Title
SIGNING AND LINING PROPOSALS SHEET 11 OF 14

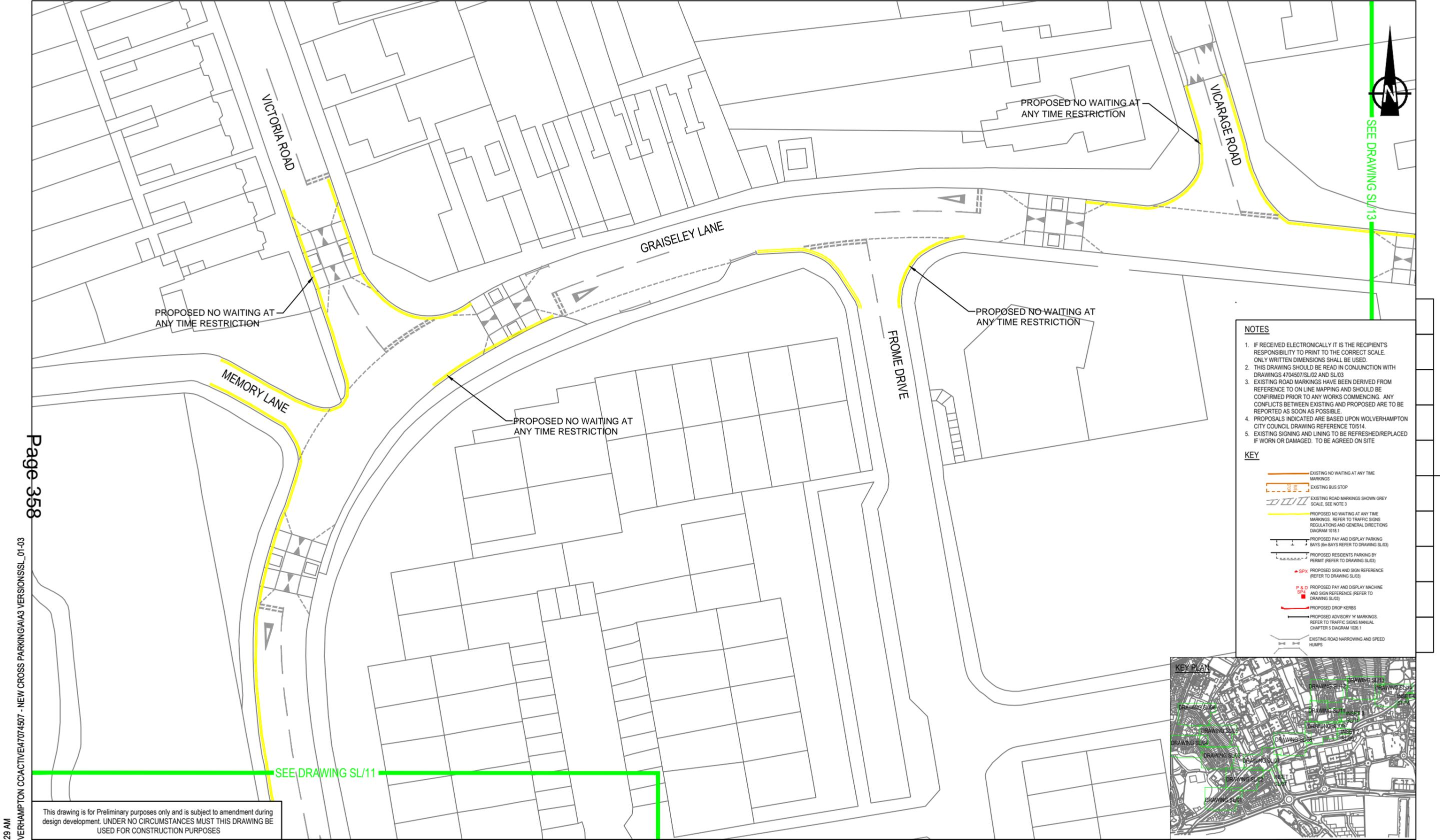
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AECOM Internal Project No. 47074507		Suitability N/A	
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SEE DRAWING SL/13

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 - PROPOSED PAY AND DISPLAY PARKING BAYS (6m BAYS REFER TO DRAWING SL03)
 - PROPOSED RESIDENTS PARKING BY PERMIT (REFER TO DRAWING SL03)
 - SPX: PROPOSED SIGN AND SIGN REFERENCE (REFER TO DRAWING SL03)
 - P & D SP4: PROPOSED PAY AND DISPLAY MACHINE AND SIGN REFERENCE (REFER TO DRAWING SL03)
 - PROPOSED DROP KERBS
 - PROPOSED ADVISORY 'H' MARKINGS. REFER TO TRAFFIC SIGNS MANUAL CHAPTER 5 DIAGRAM 1026.1
 - EXISTING ROAD NARROWING AND SPEED HUMPS



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Client
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Project Title
NEW CROSS PARKING SCHEME WOLVERHAMPTON ROAD

Drawing Title
SIGNING AND LINING PROPOSALS SHEET 12 OF 14

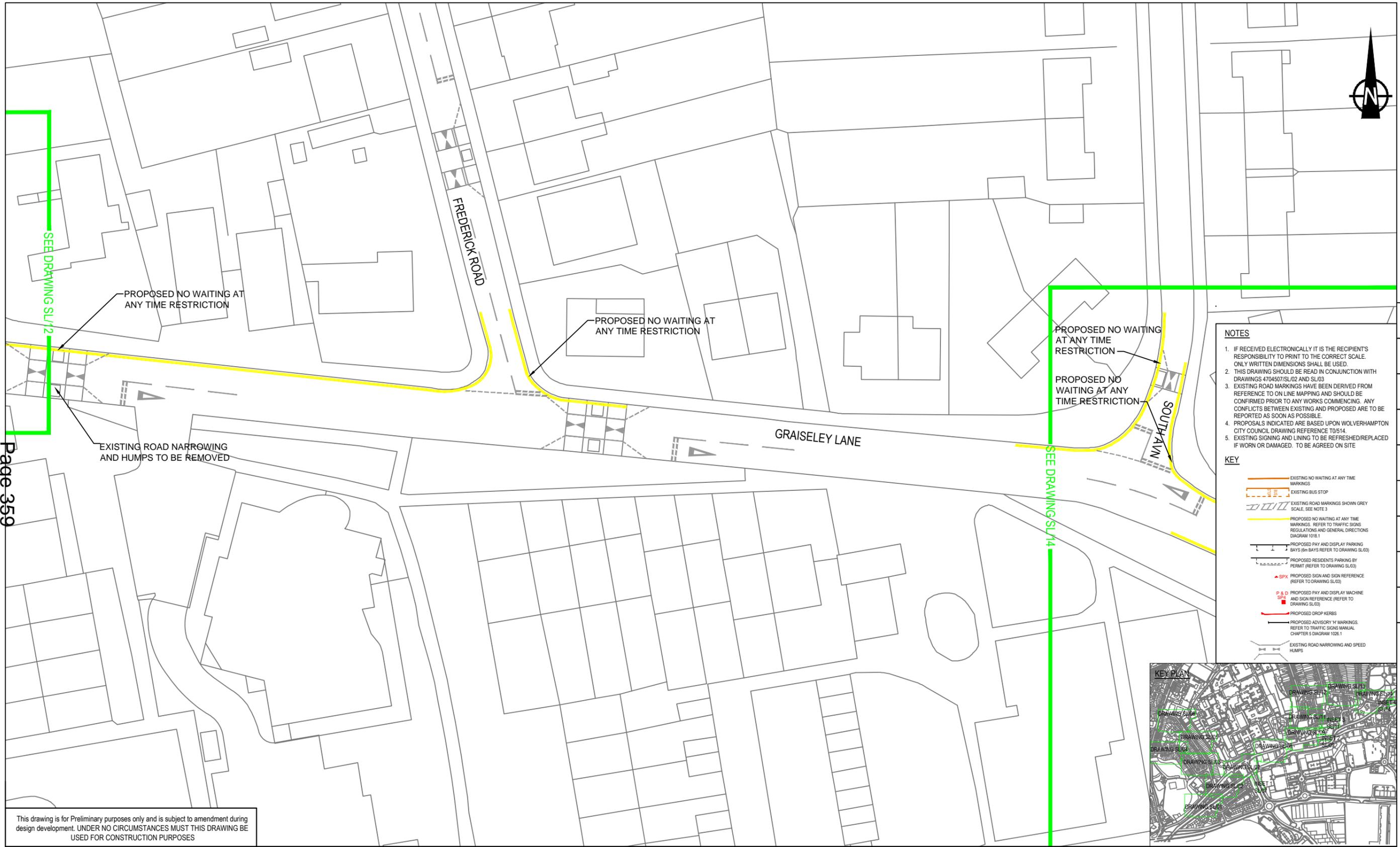
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 - EXISTING BUS STOP
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 - SPX: PROPOSED SIGN AND SIGN REFERENCE (REFER TO DRAWING SL03)
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Revision Details	By	Date	Suffix
FIRST ISSUE	SJC/SCR	06.11.15	P1
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Drawing Status
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Client
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Project Title
NEW CROSS PARKING SCHEME WOLVERHAMPTON ROAD

Drawing Title
SIGNING AND LINING PROPOSALS SHEET 13 OF 14

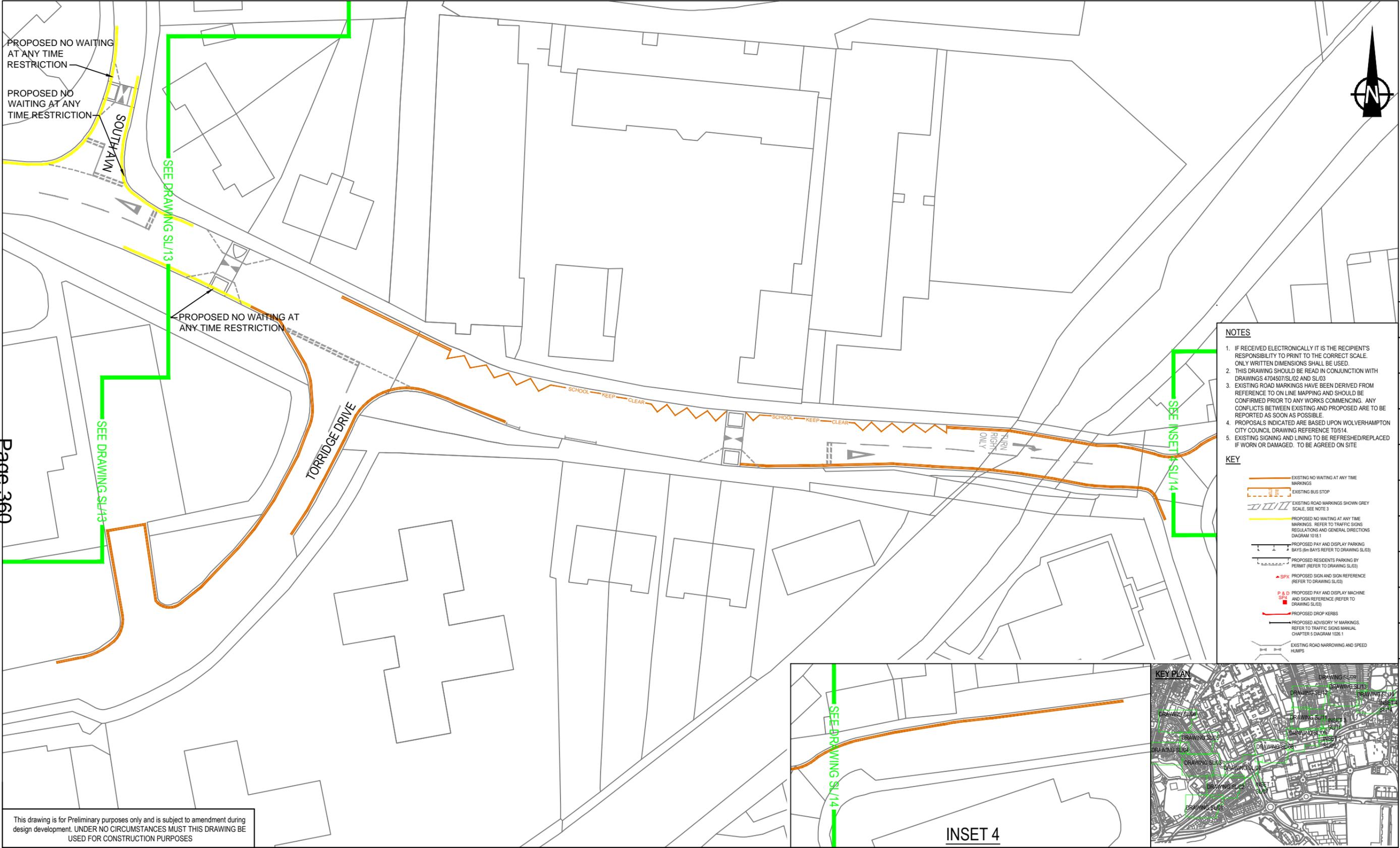
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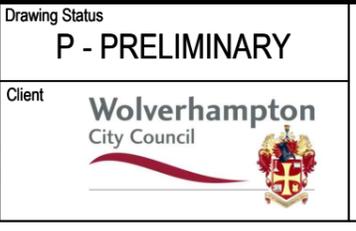
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 - PROPOSED ADVISORY 'H' MARKINGS. REFER TO TRAFFIC SIGNS MANUAL CHAPTER 5 DIAGRAM 1026.1
 - EXISTING ROAD NARROWING AND SPEED HUMPS

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Revision Details	By Check	Date	Suffix



Project Title
**NEW CROSS PARKING SCHEME
WOLVERHAMPTON ROAD**

Drawing Title
SIGNING AND LINING PROPOSALS SHEET 14 OF 14

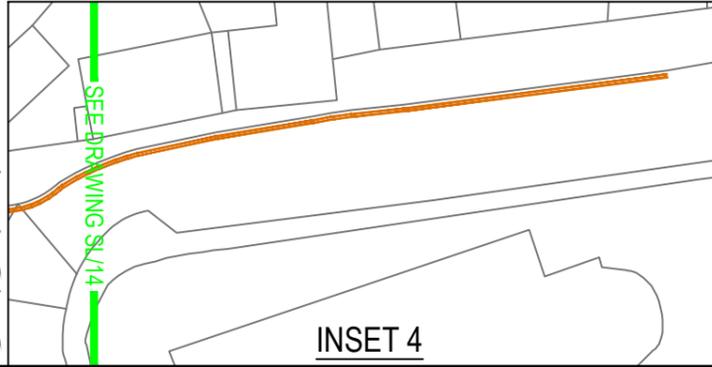
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