

Cabinet

Agenda

MONDAY
14 JANUARY 2013
7.00 pm

COURTYARD ROOM
HAMMERSMITH
TOWN HALL
KING STREET
LONDON W6 9JU

Membership

Councillor Nicholas Botterill, Leader (+ Regeneration, Asset Management and IT)

Councillor Greg Smith, Deputy Leader (+ Residents Services)

Councillor Helen Binmore, Cabinet Member for Children's Services

Councillor Mark Loveday, Cabinet Member for Communications (+ Chief Whip)

Councillor Marcus Ginn, Cabinet Member for Community Care

Councillor Andrew Johnson, Cabinet Member for Housing

Councillor Victoria Brocklebank-Fowler, Cabinet Member for Transport and Technical Services

Date Issued
04 January 2013

If you require further information relating to this agenda please contact: David Viles, Committee Co-ordinator, Governance and Scrutiny, tel: 020 8753 2063 or email: David.Viles@lbhf.gov.uk

Reports on the open Cabinet agenda are available on the Council's website: http://www.lbhf.gov.uk/Directory/Council_and_Democracy

DEPUTATIONS

Members of the public may submit a request for a deputation to the Cabinet on non-exempt item numbers **4-15** on this agenda using the Council's Deputation Request Form. The completed Form, to be sent to David Viles at the above address, must be signed by at least ten registered electors of the Borough and will be subject to the Council's procedures on the receipt of deputations. **Deadline for receipt of deputation requests: Wednesday 9 January 2013.**

COUNCILLORS' CALL-IN TO SCRUTINY COMMITTEES

A decision list regarding items on this agenda will be published by **Wednesday 16 January 2013**. Items on the agenda may be called in to the relevant Scrutiny Committee.

The deadline for receipt of call-in requests is: **Monday 21 January 2013 at 3.00pm**. Decisions not called in by this date will then be deemed approved and may be implemented.

A confirmed decision list will be published after 3:00pm on **Monday 21 January 2013**.

Cabinet Agenda

14 January 2013

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3. DECLARATION OF INTERESTS	
<p>If a Councillor has a disclosable pecuniary interest in a particular item, whether or not it is entered in the Authority's register of interests, or any other significant interest which they consider should be declared in the public interest, they should declare the existence and, unless it is a sensitive interest as defined in the Member Code of Conduct, the nature of the interest at the commencement of the consideration of that item or as soon as it becomes apparent.</p> <p>At meetings where members of the public are allowed to be in attendance and speak, any Councillor with a disclosable pecuniary interest or other significant interest may also make representations, give evidence or answer questions about the matter. The Councillor must then withdraw immediately from the meeting before the matter is discussed and any vote taken.</p> <p>Where Members of the public are not allowed to be in attendance and speak, then the Councillor with a disclosable pecuniary interest should withdraw from the meeting whilst the matter is under consideration. Councillors who have declared other significant interests should also withdraw from the meeting if they consider their continued participation in the matter would not be reasonable in the circumstances and may give rise to a perception of a conflict of interest.</p> <p>Councillors are not obliged to withdraw from the meeting where a dispensation to that effect has been obtained from the Audit, Pensions and Standards Committee.</p>	
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Agenda Item 1

London Borough of Hammersmith & Fulham



Cabinet

Minutes

Monday 10 December 2012

PRESENT

Councillor Greg Smith, Deputy Leader (+ Residents Services)
Councillor Helen Binmore, Cabinet Member for Children's Services
Councillor Mark Loveday, Cabinet Member for Communications (+ Chief Whip)
Councillor Marcus Ginn, Cabinet Member for Community Care
Councillor Andrew Johnson, Cabinet Member for Housing
Councillor Victoria Brocklebank-Fowler, Cabinet Member for Transport and Technical Services

In the absence of the Leader of the Council, Councillor Greg Smith took the Chair.

108. MINUTES OF THE CABINET MEETING HELD ON 12 NOVEMBER 2012

RESOLVED:

That the minutes of the meeting of the Cabinet held on 12 November 2012 be confirmed and signed as an accurate record of the proceedings, and that the outstanding actions be noted.

109. APOLOGIES FOR ABSENCE

Apologies for absence were received from Councillor Nicholas Botterill.

110. DECLARATION OF INTERESTS

There were no declarations of interest.

111. PRINTING SERVICES: RENEWING A FRAMEWORK AGREEMENT - CONTRACT AWARD

RESOLVED:

1. That approval be given to the award of a Framework Agreement for Print Services to the contractors set out in paragraph 4 of the report for a period of four years to commence on 21 December 2012.

2. That, following formal award of the Framework, officers hold mobilisation meetings with successful contractors to ensure smooth implementation.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

112. THE GENERAL FUND REVENUE BUDGET 2012/2013 - MONTH 6 AMENDMENTS

RESOLVED:

That the changes to the General Fund revenue budgets as set out in Appendix 1 of the report be approved.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

113. THE GENERAL FUND CAPITAL PROGRAMME - QUARTER 2 - MONTH 6 AMENDMENTS

RESOLVED:

That the budget variation as at quarter 2 for 2012/13, set out in Appendix 1 of the report, be approved

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

114. TREASURY MANAGEMENT UPDATE FOR THE FIRST SIX MONTHS OF 2012/2013

RESOLVED:

That the Council's debt, borrowing and investment activity up to 30 September 2012 be noted.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

115. FULHAM PALACE ROAD CORRIDOR SCHEME – APPROVAL TO USE S106 FUNDING FOR IMPLEMENTATION

RESOLVED:

That approval be given to implement the Fulham Palace Road Corridor Scheme using £750,000 Section 106 funds as set out in paragraph 9.1 of the report.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

116. WORKING FROM ANYWHERE TECHNICAL IMPLEMENTATION

RESOLVED:

That option 2 in the report be approved to implement a tri-borough network which will set the three Councils on a strategically aligned path and make them ready for the longer term, while simultaneously adopting option 4 to deploy wireless and wired access at key sites which would not otherwise allow staff to work anywhere within them.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

117. TRI-BOROUGH ICT STRATEGY

RESOLVED:

1. That the Tri-borough ICT strategy set out in Appendix 4 of the report be approved;
2. The establishment of a single Tri-borough ICT service under a single Tri-borough Director of ICT by 1 July 2013 be approved;
3. The establishment, over time, of a 'retained ICT function' within the new, single Tri-borough ICT service be approved;
4. The approach for the ICT provision procurement set out in section 7 of the report be endorsed; and
5. Funding of £278,400 from H&F be approved alongside £278,400 from WCC and £139,200 from RBKC to support the procurement process.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

118. ANNUAL REVIEW OF TRADE WASTE SERVICE

RESOLVED:

That the London Borough of Hammersmith and Fulham continues with the Trade Waste collection service, due to the predicted positive contribution to corporate overheads, and pending Member consideration of alternative service delivery models identified in the Bi Borough Service Review and programmed for 2014/15.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

119. INTERIM TAXI PROVISION

RESOLVED:

1. That approval be given to a package of interim measures to secure provision of taxi/private hire transport from 5th January 2013 to 31st March 2014.
2. Specifically, that approval be given to:
 - A) The signing of an access agreement with L.B. Brent, thereby enabling the Council to use taxi providers (both with and without passenger assistants) on the West London Alliance Taxi Framework contract.
 - B) Optimising route-sharing opportunities for vulnerable children and adults with R.B. Kensington & Chelsea Taxi Framework providers (both with and without passenger assistants), and that in instances where the RBK&C Framework provides the most cost-effective solution for specific routes, arrangements are entered in to for those routes.
 - C) Offering existing H&F providers the opportunity to continue operating routes up to 31st March 2014 where this proves to be the most sensible short-term solution for current vulnerable service users, with re-negotiated prices if possible.

3. That recommendations 2c and 2b take precedence whilst negotiations continue with the WLA

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

120. ESTABLISHMENT OF A FRAMEWORK FOR INNOVATIVE HOUSING BUILT USING MODERN METHODS OF CONSTRUCTION & ASSOCIATED DEVELOPMENT MANAGEMENT SERVICES

RESOLVED:

1. That approval be given to establish a framework for innovative housing built using Modern Methods of Construction and associated development management services with City House Projects Limited as the single provider;
2. That approval be given for expenditure of £50,000 with City House Projects Limited, to be funded from previously approved s106 budget, for professional services to undertake consultation, site investigation surveys, and design of the pilot site to RIBA stage C as set out in section 6 of the report;
3. That a further Cabinet report be presented, following resident consultation and detailed development viability appraisal, setting out detailed development proposals for the pilot site and approval for further funding to proceed;
4. That approval be given to use the SCAPE framework to appoint contractor for innovative housing built through the framework; and
5. That it be noted that officers will review potential for additional development sites and report back to Cabinet with a detailed development and funding programme for future sites.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

121. FORWARD PLAN OF KEY DECISIONS

The Forward Plan was noted.

122. EXCLUSION OF PRESS AND PUBLIC

RESOLVED:

That under Section 100A (4) of the Local Government Act 1972, the public and press be excluded from the meeting during consideration of the remaining items of business on the grounds that they contain information relating to the financial or business affairs of a person (including the authority) and information in respect of which a claim to legal professional privilege could be maintained in legal proceedings, as defined in paragraphs 3 and 5 of Schedule 12A of the Act respectively, and that the public interest in maintaining the exemption currently outweighs the public interest in disclosing the information.

123. EXEMPT MINUTES OF THE CABINET MEETING HELD ON 12 NOVEMBER 2012 (E)

RESOLVED:

That the minutes of the meeting of the Cabinet held on 12th November 2012 be confirmed and signed as an accurate record of the proceedings, and that the outstanding actions be noted.

124. PRINTING SERVICES: RENEWING A FRAMEWORK AGREEMENT - CONTRACT AWARD: EXEMPT ASPECTS (E)

RESOLVED:

That the report be noted.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

125. WORKING FROM ANYWHERE TECHNICAL IMPLEMENTATION: EXEMPT ASPECTS (E)

RESOLVED:

That the report be noted.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

126. INTERIM TAXI PROVISION: EXEMPT ASPECTS (E)

RESOLVED:

That the report be noted.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.

127. ESTABLISHMENT OF A FRAMEWORK FOR INNOVATIVE HOUSING PRODUCT & DEVELOPMENT MANAGEMENT SERVICES TO DELIVER EXEMPLARY HOUSING USING MODERN METHODS OF CONSTRUCTION: EXEMPT ASPECTS (E)

RESOLVED:

That the report be noted.

Reason for decision:

As set out in the report.

Alternative options considered and rejected:

As outlined in the report.

Record of any conflict of interest:

None.

Note of dispensation in respect of any declared conflict of interest:

None.


128. SUMMARY OF EXEMPT DECISIONS TAKEN BY THE LEADER AND CABINET MEMBERS, AND REPORTED TO CABINET FOR INFORMATION (E)

The summary was noted.

Meeting started: 7.00 pm

Meeting ended: 7.02 pm

Chairman

	<p align="center">London Borough of Hammersmith & Fulham</p> <p align="center">CABINET</p> <p align="center">14 January 2013</p>
<p>TITLE OF REPORT: COUNCIL TAX BASE AND COLLECTION RATE 2013/2014</p>	
<p>Report of the Leader : Councillor Nicholas Botterill</p>	
<p>Open Report</p>	
<p>Classification - For Decision</p> <p>Key Decision: Yes</p>	
<p>Wards Affected: All</p>	
<p>Accountable Executive Director: Jane West H&F Executive Director of Finance & Corporate Governance</p>	
<p>Report Author: Steve Barrett Head of Revenues and Benefits</p>	<p>Contact Details: Tel: 020 8753 1053 E-mail: steve.barrett@lbhf.gov.uk</p>

1. EXECUTIVE SUMMARY

- 1.1. This report contains an estimate of the Council Tax Collection rate and calculates the Council Tax Base for 2013/14.
- 1.2. The Council Tax base will be used in the calculation of the Band D Council Tax undertaken in the Revenue Budget Report for 2013/14
- 1.3. The proposed Council Taxbase for 2013/14 of 67,895 is 12,192 band D equivalents lower than 2012/13. This is largely due to the impact of the calculation for the new Council Tax Support Scheme. Residents that used to receive council tax benefit will now receive a council tax discount. This reduces the taxbase
- 1.4. Based on the 2012/13 Band D charge of £781.34 the reduction in the taxbase will result in lower income of £9.5m. Against this loss the council will receive new council tax support grant. Figures for this are not yet confirmed.

- 1.5. The recommendations contained in the Council Tax Discounts and Exemptions 2013/14 and Localising Council Tax Support 2013/14 reports will need to be approved prior to those contained in this report. This is because they are included in the calculation of the Band D Council Tax in section 8.3 below.

2. RECOMMENDATIONS

- 2.1 Cabinet is requested to make the following recommendations to Council for the financial year 2013/14:
 - (i) That the estimated numbers of properties for each Valuation Band as set out in this report, be approved.
 - (ii) That an estimated Collection rate of 97.5% be approved
 - (iii) That the Council Tax Base of 67,895 Band "D" equivalent properties be approved

3. REASON FOR DECISION

- 3.1 This is a statutory requirement and forms part of the Council Tax setting process each year

4. INTRODUCTION AND BACKGROUND

- 4.1 Under Section 33(1) of the Local Government Finance Act 1992 and The Local Authorities (Calculations of Council Tax Base) (England) Regulations 2012, the Council (as billing authority) is required to calculate its Council Tax Base. This comprises both the estimated numbers of properties within each Valuation band plus the Council's estimate of its collection rate for the coming financial year.
- 4.2 For the current financial year the Council approved a Council tax base of 82,140 Band D equivalent dwellings, and an estimated Collection Rate of 97.5%, which resulted in a tax base of 80,087.
- 4.3 Under Section 11A of the Local Government Finance Act 1992, Council Tax (Exempt Dwellings) (England) (Amendment) Order 2012 and Council Tax (Prescribed Classes of Dwellings) (England) (Amendment) Regulations 2012 the Council has reduced discounts for both Second Homes and Unoccupied and Unfurnished dwellings to 0% with effect from 2013/14. These changes are included in the Discounts and Exemptions Report 2013/14 and need to be approved prior to the recommendations in this report.
- 4.4 Council will also be required to approve the recommendations in the Localising Council Tax Support 2013/14 report, prior to the recommendations in this report, as the amount of support to be awarded in 2013/14 has to be shown as a discount and reflected as Band "D"

equivalents in the Council's Taxbase calculations in sections 8.3 and 10.2 below.

5. DISCOUNTS

5.1 Second Homes

5.1.1 There are some 2,192 second homes in the borough. The reduction in discount to 0% approved in the Discounts & Exemption Report 2013/14 will add 1,228 Band "D" equivalents to the taxbase for 2013/14.

5.1.2 Based upon 2012/13 Council Tax levels this will generate income to the Council of £0.96m. Such additional income will directly benefit the Council and is allowed for within our Medium Term Financial Strategy. Our preceptor, the GLA, will also benefit from the reduction in the discount.

5.2 Empty Properties

5.2.1 There are some 1,069 empty (unoccupied and unfurnished) properties in the borough. Setting the discount at 0% approved in the Discounts & Exemption Report 2013/14 will add an additional 1,017 Band "D" equivalents to the taxbase for 2013/14.

5.2.2 Based upon 2012/13 Council Tax levels this reduction in discount will generate income to the Council of £0.79m. This additional income will also directly benefit the Council and the GLA.

6. COUNCIL TAX SUPPORT

6.1 Under Localising Council Tax Support Hammersmith & Fulham and the GLA absorb the cost of the new scheme, which mirrors the current council tax benefit arrangements.

6.2 For 2012/13 the Council pays claimants a total of £15.7m in Council Tax Benefit, which equates to 14,384 band "D" equivalents based on 2012/13 Council Tax levels.

6.3 The new taxbase regulations require the cost of the new scheme to be treated as a discount and deducted from the council's taxbase calculation in section 8.3.

7. VALUATION BAND PROPERTIES

- 7.1 The latest information on the number of properties within each valuation band is contained within a return (CTB1), which the Council provided to the DCLG on 12 October 2012.
- 7.2 This return reflected the actual number of properties shown in the Valuation List as at 10 September 2012 and the Council's records as at 1 October 2012.
- 7.3 A detailed analysis of the properties in each valuation band can be summarised as follows. There are a total of 83,063 dwellings on the list with some 31,203 properties estimated to receive a sole occupier discount. The total Band "D" equivalent is approximately 82,170 properties.

Band	Band Size	Total Dwellings	Total after Discounts, Exemptions and Disabled Relief	Ratio	Band "D" Equivalents
	Band A disabled relief	0	0.00	5/9	0.0
A	Values not exceeding £40,000	3,413	2,691.25	6/9	1,794.2
B	Values exceeding £40,000 but not exceeding £52,000	5,588	4,513.25	7/9	3,510.3
C	Values exceeding £52,000 but not exceeding £68,000	14,080	11,333.00	8/9	10,073.8
D	Values exceeding £68,000 but not exceeding £88,000	23,899	20,171.25	9/9	20,171.3
E	Values exceeding £88,000 but not exceeding £120,000	14,650	12,793.75	11/9	15,636.8
F	Values exceeding £120,000 but not exceeding £160,000	8,851	7,825.75	13/9	11,303.9
G	Values exceeding £160,000 but not exceeding £320,000	10,533	9,554.50	15/9	15,924.2

Band	Band Size	Total Dwellings	Total after Discounts, Exemptions and Disabled Relief	Ratio	Band "D" Equivalents
H	Values exceeding £320,000	2,049	1,877.50	18/9	3,755.0
		83,063	70,760		82,169.5

8. ADJUSTMENTS TO THE VALUATION LIST

8.1 The above table shows the valuation band position at 10 September 2012 but the Council is also required to take into account the Council Tax Support Scheme 2013/14 and any other likely changes during the financial year 2013-2014. Therefore the following adjustments need to be considered:

(i) New Properties

There are likely to be a number of new properties, conversions etc. added to the valuation list at some point during the year. There are approximately 252 units currently under construction on various sites in the Borough that will be added to the tax base sometime during 2013/14. It is estimated after allowing for different completion dates that this will equate to an additional 276 Band 'D' equivalents.

(ii) Banding Appeals

There have been over 10,000 appeals lodged with the valuation office in respect of initial Council Tax bandings. There are now only a small number unsettled so it is not proposed to make any adjustments for these.

(iii) Second Homes

The effect of reducing the discount for second homes to 0% from 1 April 2013, would add a further 1,228 Band "D" equivalents as outlined in section 5.1.

(iv) Student Exemptions

Dwellings wholly occupied by students are exempt from Council Tax. The projected Council Tax base needs to be adjusted to allow for students that have yet to prove their exemption for the new academic year. It is estimated that an adjustment of 671 Band "D" equivalents is required.

(v) Empty Properties

The effect of reducing the discount for unoccupied and

unfurnished dwellings to 0% from 1 April 2013, would add a further 1,017 Band “D” equivalents as outlined in section 5.2

(vi) Council Tax Support

The cost of the new scheme equates to 14,384 band “D” equivalents, based on 2012/13 Council Tax levels, which now have to be deducted from the taxbase for 2013/14.

8.2 The Council is required to set its Tax Base on the total of the relevant amounts for the year for each of the valuation bands shown or is likely to be shown for any day in the year in the authority’s valuation list.

8.3 Taking into account the latest information from the CTB1 return to the DCLG and the proposed adjustments, the Cabinet is requested to approve the estimated numbers of properties for each valuation band as set out in the following table:

Band	Band “D” Equivalent Actual September 2012	Adjustments for New Properties	Adjustments for Second Homes	Adjustments for Student Exemptions	Adjustments for Empty Homes	Adjustments for Council Tax Support	Revised Band “D” Equivalents 2013/14 Forecast
A	1,794.2	13	31	-13	18	-981	849
B	3,510.3	87	41	-20	45	-1,853	1,723
C	10,073.8	8	139	-79	95	-3,657	6,572
D	20,171.3	31	314	-214	270	-4,331	16,210
E	15,636.8	0	235	-136	154	-2,235	13,655
F	11,303.9	3	180	-113	131	-900	10,602
G	15,924.2	134	213	-88	248	-417	15,880
H	3,755.0	0	75	-8	56	-10	3,868
	82,169.5	276	1,228	-671	1,017	-14,384	69,636

9. COLLECTION RATE

9.1 The Council is also required to estimate its Collection Rate for 2013/14 at the same time as arriving at the estimated number of properties within the Tax Base. In arriving at a percentage Collection Rate for 2013/14, the Council should take into account the likely sum to be collected, previous collection experience and any other relevant factors.

9.2 The actual sum to be collected from local Council tax payers cannot be finally determined until, the preceptors requirements are known and the

Council has approved its budget. The Council therefore has to make an estimate of the sums to be collected locally making estimated allowance for sums from Council Tax Support and write-offs/non-collection

9.3 The actual collection rate for 2012/13 achieved to mid November 2012 is 69.2% comprising cash collection of £51.6m and Council Tax benefit of £15.7m. It is estimated that a further £20.0m (26.8%) will need to be collected by 31 March 2013 and £1.1m (1.5%) thereafter. It should be noted that Council Tax Benefit will be replaced by Council Tax Support from 2013/14.

9.4 Collection performance has been calculated in order to comply with DCLG performance indicator calculations. Latest calculations for 2011/12 and 2012/13 show that the current collection rate can be continued for 2013/14. It is therefore suggested that the collection rate for 2013/14 is maintained at 97.5%

10. THE TAX BASE

10.1 Under Section 33(1) of the Local Government Finance Act 1992 and the Regulations, the Council's tax base is calculated by multiplying the estimated number of Band "D" equivalents by the estimated collection rate.

10.2 Based on the number of Band "D" equivalents in the table in paragraph 8.3 above and the estimated collection rate in paragraph 9.4 above, the calculation is as follows:-

(Band D equivalents) x (Collection Rate) = (Tax Base)			
69,636	x	97.5%	= 67,895

11. RISK MANAGEMENT.

11.1 This is a statutory process and any risks are monitored through the Council's MTFs process

12. EQUALITY IMPLICATIONS

12.1 There are no equality implications in this report

13. FINANCIAL AND RESOURCE IMPLICATIONS

13.1 The tax base is set by 31 January each year, as outlined in the Local Government Finance Act 1992. It is used within the overall Council

Tax and budget setting process, due to be reported to Budget Council on 27 February 2013.

- 13.2 The proposed Council Taxbase for 2013/14 of 67,895 is 12,192 band D equivalents lower than the 80,087 agreed for 2012/13. The main reasons for this change are set out below:

	Band D Change
Increase in the taxbase due to new properties and a reduction in single person discounts	863
Impact of the change in exemptions for empty properties	1,017
Council Tax Support scheme	-14,384
Gross Total Change	-12,504
Adjusted for Collection rate of 97.5%	312
Total change	-12,192

- 13.3 A reduction in the taxbase of 12,192 Band D equivalents will reduce the income receivable to the Council by £9.5m. Against this loss the Council will receive a new grant that will replace the old council tax benefit subsidy. This figure will be confirmed as part of the Local Government Finance Settlement. Appropriate adjustments will be made to the Medium Term Financial Strategy when this is confirmed


14. LEGAL IMPLICATIONS

- 14.1 The Council is under a statutory duty to set the Council Tax for the forthcoming financial year and to make a budget. This report forms part of that process. The Council is obliged, when making its budget, to act reasonably and in accordance with its statutory duties, the rules of public law and its general duty to Council Tax payers.
- 14.2 The basic amount of Council Tax must be calculated in accordance with Section 31(1) of the Local Government Finance Act 1992 and the Local Authorities (Calculation of Council Tax Base) Regulations 2012.
- 14.3 The Council Tax base has been calculated in accordance with the Act and the Regulations. The estimated collection rate to 97.5% is a reasonable and realistic estimate.

LOCAL GOVERNMENT ACT 2000
LIST OF BACKGROUND PAPERS

No.	Description of Background Papers	Name/Ext. of Holder of File/Copy	Department/ Location
1.	Local Government Finance Act 1992 and 2012 – <i>published</i>	A. Lord Ext. 2531	Ground Floor Room 5 Town Hall
2.	DCLG Return CTB1 (October 2012)	S. Barrett Ext. 1053	2 nd Floor Town Hall Extension

Agenda Item 5

	London Borough of Hammersmith & Fulham CABINET 14 January 2013
TITLE OF REPORT: COUNCIL TAX DISCOUNTS AND EXEMPTIONS 2013/14	
Report of the Leader : Councillor Nicholas Botterill	
Open Report	
Classification - For Decision	
Key Decision: Yes	
Wards Affected: All	
Accountable Executive Director: Jane West H&F Executive Director of Finance & Corporate Governance	
Report Author: Steve Barrett Head of Revenues and Benefits	Contact Details: Tel: 020 8753 1053 E-mail: steve.barrett@lbhf.gov.uk

1. EXECUTIVE SUMMARY

- 1.1. The Local Government Finance Act 2012 allows the Council to remove the current council tax discounts and exemptions available to the owners of second homes and empty dwellings in the borough.
- 1.2. The Council Tax (Exempt Dwellings) (England) (Amendment) Order 2012 and The Council Tax (Prescribed Classes of Dwellings) (England) (Amendment) Regulations 2012 for this change come into force on 1 April 2013.
- 1.3. This change will have to be approved by Full Council on 30 January 2013 and can take effect for 2013/14 and subsequent financial years (until such time as changed by the Council).
- 1.4. The estimated increased income which would result from this change would be in the region of £0.95m for 2013/14

2. RECOMMENDATIONS

- 2.1 Cabinet is requested to make the following recommendations to Council for the financial year 2013/14 and subsequent years until revoked:
- a) Reduce the council tax discount on second homes from 10% to 0%
 - b) Determine that the council tax discount on empty and unfurnished dwellings be 0%
 - c) Determine that the council tax discount on empty and unfurnished dwellings undergoing major repair be 0%

3. REASON FOR DECISION

- 3.1 The Council is required to make this decision to allow these changes to be made and comply with the legislation and regulations detailed in this report

4. INTRODUCTION AND BACKGROUND

- 4.1 Section 11 of the Local Government Act 2012 amended Section 11A of the Local Government Finance Act 1992
- 4.2 Section 11A gave the Secretary of State the power to abolish, in regulations, Class A and C exemptions and prescribe classes of dwellings for which the council may determine a council tax discount in the range 0% to 100%
- 4.3 Class A currently exempts owners and landlords of unoccupied and substantially unfurnished dwellings undergoing major repairs for up to twelve months
- 4.4 Class C currently exempts owners and landlords of unoccupied and substantially unfurnished dwellings for up to six months
- 4.5 New discounts can be applied for 2013/14 and subsequent years.

4.6 The Council Tax (Exempt Dwellings) (England) (Amendment) Order 2012 and The Council Tax (Prescribed Classes of Dwellings) (England) (Amendment) Regulations 2012 provide that the council may determine:

- a) that the current discount of 10% on furnished dwellings, which are not the sole or main residence of an individual (second homes), be reduced to 0%
- b) that the current Class A & C exemptions be replaced by a discount of 0% from the time a dwelling becomes unoccupied and substantially unfurnished

5. COUNCIL TAX DISCOUNT ON SECOND HOMES

- 5.1 As stated above the council can reduce council tax discounts on Second homes from 10% to 0%
- 5.2 The council already retains 40% of second home income and any additional council tax raised (10%) will also be retained locally and shared with the GLA.
- 5.3 The Government will not reduce revenue support grant to reflect councils ability to raise more council tax because of a reduction in this discount. Instead the council will be able to decide how to spend this money to improve local services.
- 5.4 A discount of 50% will continue to apply to those required to live in Tied accommodation provided by their employer.

6. COUNCIL TAX DISCOUNT ON EMPTY PROPERTIES

- 6.1 As previously outlined, Class A and C exemptions have been abolished and the council can determine a council tax discount in the range 0% to 100% in their place for unoccupied and substantially unfurnished dwellings
- 6.2 Any additional income generated from these categories of dwellings can be retained locally and shared with the GLA
- 6.3 Removal of exemptions on empty properties in the borough would encourage owners and landlords to bring vacant properties back into occupation and fully support the council's strategy on empty homes

7. RISK MANAGEMENT

- 7.1. This is a statutory process and any risks are monitored through the Council's MTFS process

8. EQUALITY IMPLICATIONS

- 8.1 The recommendations in this report (at 2.1) will mean that those who own a second home, an empty and unfurnished dwelling, or one undergoing major repair, will have to pay the full amount of council tax. This will impact on those who have such a dwelling e.g. landlords, people buying a property that requires major repair, but the Council does not have any diversity data to disaggregate this further.
- 8.2 This will be a negative impact for those who will be required to pay the full amount of council tax. It is not possible to mitigate for this negative impact, for example by continuing with the present reductions, because services are still provided to owners of those properties by the Council.

9. FINANCIAL AND RESOURCES IMPLICATIONS

9.1. Second Homes

There are some 2,192 second homes in the borough and the effect of the reduction in discount from 10% to 0% adds an additional 256 Band "D" equivalents to the taxbase for 2013/14.

This income has to be shared with preceptors (e.g. GLA) and the Council's share would equate to additional income of approximately £0.20m (based on the 2012/13 Band D Council Tax).

9.2 Empty Properties

There are some 1,069 empty properties in the borough and the effect of the reducing the Class A & C exemptions to a discount of 0% adds an additional 1,271 Band "D" equivalents to the taxbase for 2013/14.

This equates to additional income for the Council (net of preceptors) of approximately £0.99m (based on the 2012/13 Band D Council Tax).

It should be noted however that this change will result in an additional cost, in respect of empty Council dwellings, in the region of £0.11m. This will be a charge to the Housing Revenue Account.

- 9.3 The gross potential increase in income to the General fund from the proposed changes to the Council Tax arrangements for Second Homes and Empty Properties is £1.19m. But an offsetting factor is potential behavioural change. For example some second home owners may

now claim to be single occupants and apply for the appropriate discount. For this reason it is suggested that the net benefit be reduced by 20% to £0.95m. This additional income will help balance the 2013/14, and future, budgets.

10. LEGAL IMPLICATIONS

10.1. Regulations under the Local Government Act 2003 allowed the Council to reduce Council Tax discount for dwellings that were not the sole or main residence of an individual and which were furnished (second homes) to a minimum of 10%. The regulations also permitted the Council to reduce Council Tax discount for dwellings that were unoccupied and substantially unfurnished for more than six months (long term empty properties) to zero.

10.2 Further to the Local Government Finance Act 2012 which received Royal Assent on 31 October 2012, individual local authorities are now afforded the freedom to vary the levels of exemptions they offer in light of the wider localism agenda being promoted by the Government.

10.3 Section 11 of the Act inserts new subsections (4A) and (4B) into section 11A of the Local Government Finance Act 1992. The new subsections allow the Secretary of State to prescribe a new class of dwelling for the purposes of allowing billing authorities to make a determination that any discount under section 11(2)(a) shall not apply or shall be such percentage (which may be 100%) as it may specify.

In practice, this allows billing authorities to set a discount on unoccupied and unfurnished dwellings prescribed in the new class of dwelling mentioned above.


10.4 Section 12 of the Act inserts a new section 11B into the Local Government Finance Act 1992. In respect of a dwelling that has been unoccupied and substantially unfurnished for more than two years, the new section allows billing authorities to charge up to 150% of the council tax that would be payable if the dwelling were occupied by two adults and no discounts were applicable.

The new section allows the Secretary of State to make provision for exceptions, by prescribing classes of dwelling, taking into account the physical characteristics and the circumstances of any person liable, for which a billing authority will not be able to charge extra council tax.

LOCAL GOVERNMENT ACT 2000
LIST OF BACKGROUND PAPERS

No.	Description of Background Papers	Name/Ext of holder of file/copy	Department/ Location
1.	Local Government Finance Act 1992 Local Government Finance Act 2012 - <i>Published</i>	Steve Barrett Ext: 1053	FCS H & F Direct
2.	CTB1 Return and Discount Calculations	Steve Barrett Ext: 1053	FCS H & F Direct
CONTACT OFFICER: Steve Barrett		NAME: Steve Barrett EXT. 1053	

Agenda Item 6

	<p>London Borough of Hammersmith & Fulham</p> <p>CABINET</p> <p>14 January 2013</p>
<p>TITLE OF REPORT</p> <p>LOCALISING COUNCIL TAX SUPPORT 2013/14</p>	
<p>Report of the Leader of the Council – Councillor Nicholas Botterill</p>	
<p>Open Report</p>	
<p>Classification - For Decision</p> <p>Key Decision: Yes</p>	
<p>Wards Affected: All</p>	
<p>Accountable Executive Director: Jane West, Executive Director of Finance and Corporate Governance</p>	
<p>Report Author: Paul Rosenberg, Head of Operations, H&F Direct</p>	<p>Contact Details: Tel: 020 8753 1525 E-mail: paul.rosenberg@lbhf.gov.uk</p>

1. EXECUTIVE SUMMARY

- 1.1. Currently the Government funds 100% of properly paid Council Tax benefit (CTB) benefit. From April 2013 local authorities will be required to develop local systems, based on a discount rather than a benefit, for which they will receive a fixed specific grant. Funding for this will be 10% less than the current national total and fixed.
- 1.2. We recommend that the Council absorbs this 10% reduction and in effect develop a local scheme that mirrors the current Council Tax benefit scheme. This means no one in the authority will be worse off.
- 1.3. This proposal needs to be agreed by full Council by 31 January 2013 as stipulated in the Local Government Finance Act.

- 1.4. The new scheme will begin on 1 April 2013 and will run for a year. We will look at other options for 2014/15 early next year.
- 1.5. The amount of grant that we will receive has not yet been announced. Indicative figures show that the loss to the Council will be about £1.2m. Some of this will be off set by:
 - a transitional grant awarded by the DCLG of £290k
 - Technical changes to Council tax discounts (discussed in separate report)
- 1.6. This report therefore recommends that Cabinet agrees to adopt a local Council Tax support scheme that works as though the current regulations were still in place. Although this means that the Council has to absorb the cost of the reduced grant, no one in the borough will be worse off.

2. RECOMMENDATION

- 2.1. That the Council continues to award a Council Tax discount as though the current regulations were still in place, as published in the DCLG's "default scheme", meaning that no one currently in receipt of Council Tax benefit will be worse off.

3. REASONS FOR DECISION

- 3.1. Although the loss to the Council is around £1.2m, most Councils that are passing on the cost to those currently in receipt of CTB have estimated a much lower collection rate (around 50%) from this cohort.
- 3.2. Therefore if the London Borough of Hammersmith and Fulham wants to pass this debt on to its current benefit recipients, it is likely that it will only be able to collect around £600k.
- 3.3. Furthermore, there will be an additional cost to the authority in trying to collect this amount of money. We estimate around 4 to 5 extra staff to deal with increased enquiries and appeals at the Valuation Tribunal.

4. INTRODUCTION AND BACKGROUND

- 4.1. The Local Government Finance Act 2012 gained royal assent on 31 October. This Act abolishes Council Tax benefit and has given local authorities new powers to assist residents on low incomes with help paying their Council tax.
- 4.2. The Act does impose some conditions on local authorities in that we must protect pensioners (so that no pensioner is worse off) and we must support people in work; but this aside, the authority can develop a scheme as they see fit.
- 4.3. The government will award each local authority a grant equal to the value of what they have awarded previously in Council Tax benefit less 10%. It is up to the authority to decide how to deal with this loss of income.
- 4.4. The schemes have to last at least a year. It is proposed that this scheme runs for one year for the period April 2013 to April 2014.
- 4.5. This proposal is consistent with the approach taken by the Royal Borough of Kensington and Chelsea and Westminster City Council.

5. PROPOSAL AND ISSUES

- 5.1. The government has confirmed in the provisional settlement of the revenue support grant the amount of grant that we expect to receive. The following shows indicative figures based on this and 2011/12 benefit data:

• Borough share of CTB:	£11.71M
• GLA share of CTB:	£4.58M
• Borough share of grant allocation:	£10.61M
• Indicative Cut to be absorbed by borough:	£1.1M
• GLA share of grant allocation:	£4.15M
• Indicative cut to be absorbed by GLA:	£0.42M

- 5.2. Borough was awarded £16.3m in Council Tax benefit in 2011/12. This was split between the borough's share £11.71m and the GLA's share £4.58m.

- 5.3. This means that the grant we can expect to receive will be £12.08m less 10% which equals £10.61m – meaning that the loss to be absorbed by the borough is £1.1m.
- 5.4. The Local Government Finance Act also gives local authorities the power to reduce or remove the discounts and exemptions offered in respect of empty and second homes and potentially levy a premium on long term empty properties. This will meet some of the loss caused by this scheme and these proposals are being dealt with through another report.

6. ADDITIONAL ISSUES

- 6.1. The DCLG has recently announced an additional grant available to authorities who fulfil certain criteria in protecting those currently on Council Tax benefit. As the borough do fulfil the criteria set, we will be applying for this in January and will be worth an additional £290k for the authority.

7. CONSULTATION

- 7.1. As required by the Local Government Finance Act, we consulted with the GLA as our precepting authority and the public on our proposed scheme.
- 7.2. Appendix 1 shows GLA's initial response and Appendix 2 shows the GLA formal response.
- 7.3. The consultation with the public was carried out on our website via citizen space from 16 August 2012 to 15 October 2012.
- 7.4. The number of responses was disappointing. We had 10 responses with 6 in favour and 4 against and a further 11 incomplete responses.
- 7.5. The responses are attached in Appendix 3
- 7.6. The consultation was kept deliberately simple as we have not proposed changing what is currently in place. London Councils in their formal response were happy with this approach.
- 7.7. Generally those in favour felt that genuine claimants were suffering financially anyway and should not suffer further hardship. This is summed up by the comments "If the claimants are legitimate, they should not be financially penalised" from a working age non benefit recipient and "It is preferable to making people live below the bread line if they are genuine and have lived in H and F for a long time" from a pensioner non CTB recipient.

- 7.8. Those who commented against the scheme felt that the tax payer in the borough should not support those on benefit.

8. EQUALITY IMPLICATIONS

- 8.1. As we have not proposed changing anything, we do not need to carry out an Equalities Impact Assessment.

9. LEGAL IMPLICATIONS

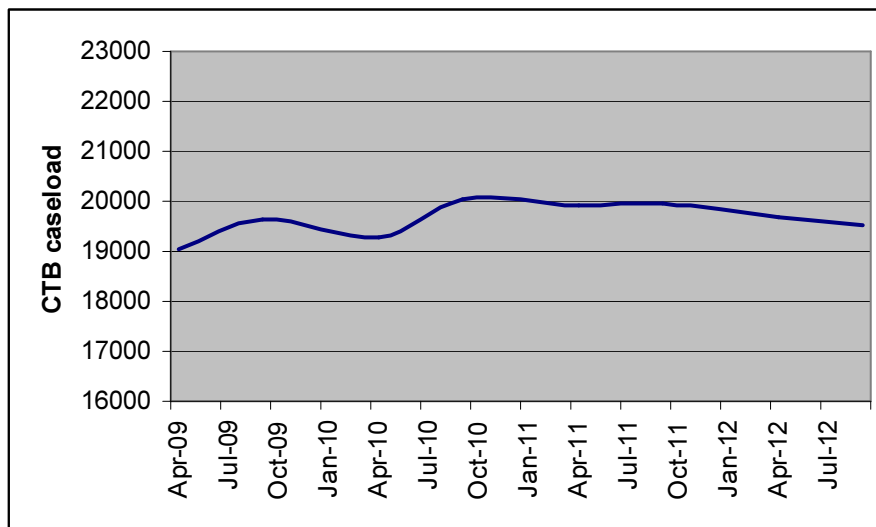
- 9.1. As set out in the report the Local Government Finance Bill makes provision for the localisation of Council Tax support by imposing a duty of billing authorities to make a localised Council Tax reduction scheme by 31 January 2013. The Bill also requires that the Council consult with the GLA and with persons likely to have an interest in the scheme.
- 9.2. If the Council does not make a scheme by 31 January the Bill gives government power to impose a default scheme on the Council so that it can still administer Council Tax reductions.

10. FINANCIAL AND RESOURCES IMPLICATIONS

- 10.1. The loss of on-going grant funding of £1.2m has been allowed for within the development of the Council's Medium Term Financial Strategy. Figures are still provisional and will not be confirmed until the Local Government Finance Settlement is published in December. It is anticipated that this loss will be partially offset by receipt of one-off transitional grant of £0.29m. The Council is also proposing changes to other discounts and exemptions that should generate extra income of £0.954m.
- 10.2. The changes will result in a greater risk transferring to Hammersmith and Fulham. In particular caseload growth, either for demographic or economic reasons, will increase the cost falling to be met by this authority. Alternatively we would benefit from a caseload reduction.
- 10.3. Implications verified/completed by: Andrew Lord, Head of Strategic Planning & Monitoring Ext 2531.

11. RISK MANAGEMENT

- 11.1. As the grant for this scheme will be fixed, if more people claim CTS than we anticipate (due to a downturn in the local economy) then the borough will have to cover this themselves.
- 11.2. However, caseloads over the last 2-3 years have been relatively stable. Although possible, its not likely that this borough (due to its relative affluence) will experience a significant local downturn.
- 11.3. The graph shows how the caseload has fluctuated:



- 11.4. The average CTB award is currently £15.56 per week. A rise in caseload of 500 claims over and above our grant level would therefore cost the authority / GLA a further £404k per year. This though will be shared with the GLA. Furthermore, as can be seen from the graph above, the caseload within the borough has been dropping slightly but consistently since April 2011.

12. PROCUREMENT AND IT STRATEGY IMPLICATIONS

- 12.1. None.

LOCAL GOVERNMENT ACT 2000 LIST OF BACKGROUND PAPERS USED IN PREPARING THIS REPORT

No.	Description of Background Papers	Name/Ext of holder of file/copy	Department/ Location
1.	None		

LIST OF APPENDICES:

Appendix 1 – GLA's initial response to our proposals

Appendix 2 – GLA's formal response

Appendix 3 – Results of the consultation

APPENDIX 1

From: Martin Mitchell [mailto:Martin.Mitchell@london.gov.uk]
Sent: 29 May 2012 13:31
To: Rosenberg Paul
Cc: West Jane; Collins John; Martin Clarke
Subject: RE: GLA consultation regarding local taxation

Paul

Thanks for your email.

The GLA notes the intention of Hammersmith and Fulham to consult on proposals which will not pass on the reductions in council tax support to working age claimants for at least the first two years of the new system. We assume in practice that this means the Council will broadly operate the Government's default scheme in 2013-14 and 2014-15.

The GLA of course reserves the right to respond in detail as part of your wider consultation process and engagement with local residents and stakeholders in the borough over the summer. We will be circulating a letter through SLT over the next couple of days which will set out how we would encourage boroughs to engage and consult with the GLA and the relevant London Assembly constituency members (in your case Kit Malthouse) in relation to their draft schemes.

I also assume that the Council will be utilising the additional powers which will be granted in the Local Government Finance Bill to reduce or remove the discounts and exemptions offered in respect of empty and second homes and potentially levy a premium on long term empty properties. Once your Council/Cabinet has taken a view on these issues we would be grateful if you could advise the GLA of your intentions so that we can factor the potential impact on your council tax base into our forward budget planning.

Regards

Martin

Martin Mitchell
Finance Manager
Resources Directorate
Greater London Authority
Tel: 020 7983 4145
Fax: 020 7983 4241
Email: martin.mitchell@london.gov.uk

APPENDIX 2

GREATER LONDON AUTHORITY

Resources

City Hall
The Queen's Walk
More London
London SE1 2AA
Switchboard: 020 7983 400
Minicom: 020 7983 4458
Web: www.london.gov.uk

Our ref: CTB Localisation

Your ref:

Date: 15 October 2012

Paul Rosenberg
Operations Manager, Assessments
H & F Direct
London Borough of Hammersmith and Fulham
Town Hall
King Street
Hammersmith
London W6 9JU

Dear Paul

LONDON BOROUGH OF HAMMERSMITH AND FULHAM – DRAFT COUNCIL TAX SUPPORT SCHEME GREATER LONDON AUTHORITY RESPONSE TO CONSULTATION

Thank you for your e-mail setting out the draft council tax support (CTS) scheme which the London Borough of Hammersmith and Fulham was issuing for consultation with local residents and stakeholders as required under Schedule 4 to the Local Government Finance Bill. The draft scheme published for consultation is summarised in Appendix A to this letter. This letter sets out the Greater London Authority's formal response to this consultation.

Introduction

Firstly the GLA recognises that the determination of council tax support schemes under the provisions of a Local Government Finance Bill is a local matter for each London borough. Individual schemes will need to be developed which have regard to specific local circumstances, both in respect of the potential impact of any scheme on working age claimants (particularly vulnerable groups) and more generally the financial impact on the council and local council taxpayers – and the final policies adopted may differ therefore across the capital's 33 billing authorities for legitimate reasons.

This fact notwithstanding the GLA also shares in the risks and potential shortfalls arising from the impact of council tax benefit localisation in proportion to its share of the council tax in each London billing authority. It is therefore important that we are engaged in the scheme development process and have an understanding both of the factors which have been taken into account by boroughs in framing their proposals

as well as the data and underlying assumptions used to determine any forecast shortfalls which will inform their final scheme design.

The GLA would therefore encourage Hammersmith and Fulham to provide illustrative numbers on the forecast financial implications of its final local council tax support scheme when this is published in January 2013. This should clearly identify the respective risks and forecast shortfalls assumed for the GLA and the Council.

Framing and Publicising Proposals

The Government has expressed a clear intention that in developing their scheme proposals billing authorities should ensure that:

- Pensioners see no change in their current level of awards whether they are existing or new claimants
- They consider extending support or protection to other vulnerable groups
- Local schemes should support work incentives and in particular avoid disincentives to move into work

The GLA concurs with those general broad principles and would encourage all billing authorities in London to have regard to them in framing their final schemes.

It is also desirable that schemes are presented in a way which is transparent, understandable and accessible to claimants and we therefore welcome the clear and straightforward consultation on Hammersmith and Fulham's website reflecting the simplicity of the proposed scheme.

Given that the current level of awareness amongst working age claimants likely to be affected by any changes is relatively low and may not crystallise until these individuals receive their revised benefit notifications and council tax bills for 2013-14 early next year there remains a significant risk that collection rates will be lower in the first year of the new system in those authorities intending to reduce support to working age claimants. The GLA notes that this risk of low collection rates was one of the reasons for Hammersmith and Fulham adopting the default scheme.

Financial Context

According to the consultation paper 'Localising Support for Council Tax in England – Funding arrangements consultation' issued by CLG in May Hammersmith and Fulham is provisionally estimated to receive £10.77m in council tax support grant in 2013-14 with the GLA forecast to receive £4.23m in respect of the Hammersmith and Fulham borough area (and around £159m for London as a whole). Slightly less than 50% of this funding will be allocated to the business rates retention baseline and will thus have the potential to move in line with the NNDR tax take including the impact of the annual RPI uplift in the multiplier – with the balance being provided through revenue support grant (RSG). The RSG element has the potential to be reduced further over the next CSR period commencing in 2015-16.

In developing its proposals for consultation Hammersmith and Fulham has identified a potential shortfall of around £1.0m between the cost of continuing to provide council tax support on the same basis at present through the national 'default scheme' for working age claimants and its expected level of council tax support grant. The forecast shortfall in respect of the GLA's share is around £0.3m, resulting in a total shortfall for the borough area of approximately £1.3m. This is a purely illustrative figure, however, as the actual shortfall will be dependent on the level of claims for council tax support during 2013-14 and in future years. This analysis also assumes the £1.0m shortfall identified by Hammersmith and Fulham does not include any element in respect of the GLA share.

The Council are proposing to implement the default scheme as their council tax support scheme for 2013-14. This would mean that recipients of council tax support would continue to receive their current benefits and continue to be assisted. Hammersmith and Fulham have recognised the need to absorb the forecast shortfall. We would of course encourage the Council to model the potential financial effects of its final scheme on both itself and the GLA and supply us with this analysis.

Technical Reforms to Council Tax

The GLA considers that in formulating its council tax support scheme each billing authority should both consider and address how it intends to take advantage of the technical reforms to council tax set out in clauses 9-13 of the Local Government Finance Bill which will provide greater flexibility in relation to discounts, exemptions and premiums for second and empty homes. The additional revenues could be used to offset the shortfall and may allow Hammersmith and Fulham to avoid having to seek savings elsewhere, reduce reserves or raise the overall amount of council tax in order to fund the default scheme.

We recognise, however, that the Council has still to determine its precise final policies in respect of the technical reforms. The GLA would encourage the Council to inform the GLA as soon as possible once these have been agreed in order to assist us in assessing the potential impact on the Mayor's funding and tax base for 2013-14 and future years.

Protecting Vulnerable Claimants

Where boroughs choose not to adopt the default scheme and therefore pass on any shortfalls to claimants they should consider whether it would be desirable to offer protection to the most vulnerable and those in the most difficult circumstances – either within the framework of their scheme or through a hardship scheme.

The GLA notes that Hammersmith and Fulham's proposed scheme is to adopt the default scheme and therefore any potential shortfall will not be passed on to

claimants – so there will be no requirement to consider whether any vulnerable groups should be protected.

Incentivising Work

The GLA considers that a key priority for the design of a localised council tax support scheme is to ensure that it does not disincentivise those in work or those seeking to move into work. In order to ensure that schemes meet this objective billing authorities should therefore take particular care in determining their policies on earnings disregards and extended payment periods (i.e. run ons).

We note that the adoption of the default scheme by Hammersmith and Fulham should mean that there will be no adverse impact on work incentives – compared to the current council tax benefit system.

Setting the Council Taxbase for 2013-14 and Assumptions in Relation to Collection Rates

The Council will be required to set a council tax base for 2013-14 taking into account the potential impact of the discounts it will be offering in respect of council tax support and any potential changes the Council may introduce regarding the changes to the treatment of second and empty homes. The GLA appreciates that the preferred default scheme should not have any repercussions in the council tax base.

However, the GLA notes that the proposed scheme may be amended slightly depending on the outcome of your consultation. If a slightly amended scheme is adopted the Council will need to make a judgement as to the forecast collection rates from those claimants and council taxpayers affected by both the changes to council tax support and any second/empty homes exemptions and discounts. It is likely in respect of those working age claimants currently in receipt of 100% benefit that the recovery rates will be significantly below the average percentage collection for council tax as a whole. In addition it is probable that collection rates from properties formerly eligible for any of the previous exemptions will also be lower than average. We note that the Council does not intend at this stage to offer a hardship scheme – although if it were to this would also affect its revenues.

The GLA would encourage the Council to provide it with an indicative council tax base forecast as soon as options are presented to members for approval in December or January (if not before) in order that it can assess the potential implications for the Mayor's budget for 2013-14. This should be accompanied ideally by supporting calculations disclosing any assumptions around collection rates and discounts granted having regard to the final council tax support scheme design.

Varying Council Tax Payments in Year

The GLA is keen to develop a dialogue with all 33 London billing authorities as to how the budgeting, cashflow and accounting arrangements for council tax support will operate under the new system, particularly in order to manage the sharing of risks. These discussions would also need to address the mechanisms and triggers under which billing authorities will be able to vary their instalment payments to preceptors (i.e. the GLA) in year where, for example, council tax collection rates are lower than anticipated or the actual demand for council tax support is greater than budgeted for.

We anticipate that the Government will address these issues in the secondary legislation on council tax support and business rates retention in the autumn – as similar issues are also likely to apply where business rates revenues are lower than forecast.

In the absence of any nationally prescribed policy the GLA would be keen to develop a common wide approach in London which would apply equally across all 33 billing authorities.

This could for example follow the current approach used for the Crossrail Business Rate Supplement where instalments may be varied no more than once per quarter with the trigger for any variation being where the forecast shortfall in revenues exceeds a set percentage of the total precept instalments payable for the year. This would recognise that there is a balance to be struck between cashflow and resource management and the additional administration which would result for both parties if instalment payments were to be changed.

In practice – where in year forecast shortfalls are not material – the GLA would envisage that any deficits would be recovered through the collection fund deficit calculation in January in the normal way (and thus recovered in the following financial year in cash terms through the 10 precept instalments paid to the GLA).

I would like to thank you for consulting the GLA and we look forward to working with the London Borough of Hammersmith and Fulham over the coming months in order to ensure the successful implementation of the council tax support localisation reforms.

Yours sincerely

Martin Mitchell
Finance Manager

Appendix A

SUMMARY OF DRAFT COUNCIL TAX SUPPORT SCHEME PROPOSED FOR CONSULTATION BY THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM

At present there are approximately 19,400 council tax benefit claimants in Hammersmith and Fulham of which around 12,300 are of working age. Of these around 8,490 are working age claimants passported by DWP who therefore pay no council tax at present.


The Council has identified a potential £1.0m funding shortfall (the difference between providing council tax support to all claimants on the same basis as at present with its forecast council tax support grant of £10.77m). The GLA's potential shortfall in respect of Hammersmith and Fulham is around £0.3m against its notional support grant allocation for that borough of £4.23m. This makes a combined total forecast shortfall for the Hammersmith and Fulham area of £1.3m.

The Council launched its consultation on 16 August with a closing date of 15 October. The consultation was published at the following link

http://www.lbhf.gov.uk/Directory/Advice_and_Benefits/Council_tax/Who_has_to_pay/174433_Council_Tax_Support_Scheme.asp

The Council has put forward the default scheme as its draft scheme for the borough – and therefore all claimants will continue to receive support broadly on the same basis as currently. This means that Hammersmith and Fulham (and the GLA in respect of its local share of council tax) will be required to absorb any funding shortfall arising from the localisation of council tax support.

Do you agree with H&F's proposal to absorb the cost? - Agree with proposal?	Please explain your view on the council's decision to absorb the cost. - Views on Council Tax Benefits Changes	Do you pay council tax to the London Borough of Hammersmith and Fulham? - Do you pay CT?	Do you receive Council Tax benefit? - Receive CTB?	What is your age group? - Age	Are you... (please tick all that apply) - CTB Category	Are you... - Ethnicity	Are you responding to the consultation in your capacity as a representative of any of the following? (Please answer this question if it applies to you) - Representative	Are you responding to the consultation in your capacity as a representative of any of the following? (Please answer this question if it applies to you) - If other please
Yes	Centrepoint strongly supports Hammersmith and Fulham's proposal to absorb the cost of cuts to Council Tax Benefit. Young people currently in receipt of Council Tax Benefit would seriously struggle to meet any shortfall if support was reduced, particularly as they tend to be on lower incomes than older groups. Young people are entitled to lower rates of benefits than over 25s, and many in the private rented sector already have to make top ups to their housing benefit as they are only entitled to the shared accommodation rate. Due to this, many already struggling to meet basic costs such as food and utilities, so requiring them to make council tax payments too could have pushed them into serious debt and put them at risk of eviction and homelessness. We therefore warmly welcome H&F's proposal to absorb these costs rather than pass them on to vulnerable individuals.	No	No	18-60	Employed	White (British, Irish, Gypsy or Irish Traveller or any other White background)	Voluntary Organisation, Housing Association	
No	it doesn't sound fair for the ones that are less well off. also the council may not be trusted with this pot of money	Yes	Yes	18-60	A student	Black or Black British (Caribbean, African or any other Black background)	Voluntary Organisation, Housing Association	
Yes	At a time of general reduction in Welfare Support and increased taxes i.e. VAT effects the least well of proportionally more than the wealthy. Any additional financial burden is likely to push more further into poverty and of course chasing outstanding sums owed, as well as the distress caused, may end up costing the council more in administration and legal fees.	Yes	Yes	18-60	Disabled	White (British, Irish, Gypsy or Irish Traveller or any other White background)		
Yes	It is preferable to making people live below the bread line if they are genuine and have lived in H and F for a long time.	Yes	No	Over 60	A pensioner	White (British, Irish, Gypsy or Irish Traveller or any other White background)	Other	Community tax payer
No	The council tax collected by the council should not become a substitute for government benefits funding. This is putting pressure on the funds available to the community to offset the reduction in funding.	Yes	No	18-60	Employed	White (British, Irish, Gypsy or Irish Traveller or any other White background)		
No	I feel that council tax support should be reduced	Yes	No	18-60	Employed	White (British, Irish, Gypsy or Irish Traveller or any other White background)	Other	
No	While I totally support the idea that pensioners and the disabled in receipt of CTS should not have to bear the cost of the change, it seems unfair that ordinary Council Tax payers are, in effect, being asked to bear it for people who are not working and, in many cases, have no intention of working, (of which there must be many among the 14,500 people who are not pensioners). Is there no way of ascertaining who these claimants are, and ensuring that their CTS is reduced by 10%? I realise, of course, that the admin costs related to this may be disproportionate, but could it be worth a look? The Government's reduction in CTS is meant to encourage those disinclined to work to change their attitudes; perhaps a better mind than mine can find a way of carrying this through without penalising the low-earners who are, at least, working.	Yes	No	Over 60	A pensioner, Employed	White (British, Irish, Gypsy or Irish Traveller or any other White background)		
Yes	When are you going to evict Abu Hamzas' wife ?	No	No	18-60	Employed	White (British, Irish, Gypsy or Irish Traveller or any other White background)	Other	
Yes	it allows for a smooth transition	No	No	Not Answered	Employed	Not Answered		
Yes	If the claimants are legitimate, they should not be financially penalised.	Yes	No	18-60	Employed	White (British, Irish, Gypsy or Irish Traveller or any other White background)		

	<p align="center">London Borough of Hammersmith & Fulham</p> <p align="center">CABINET</p> <p align="center">14 January 2013</p>
<p>TITLE OF REPORT</p> <p>LOCAL SUPPORT PAYMENTS – REPLACEMENT OF THE SOCIAL FUND</p>	
<p>Report of the Leader of the Council</p>	
<p>Open Report</p>	
<p>Classification - For Decision Key Decision: Yes</p>	
<p>Wards Affected: All</p>	
<p>Accountable Executive Director: Jane West, Executive Director of Finance and Corporate Governance</p>	
<p>Report Author: Paul Rosenberg, Head of Operations, H&F Direct</p>	<p>Contact Details: Tel: 020 8753 1525 E-mail: paul.rosenberg@lbhf.gov.uk</p>

1. EXECUTIVE SUMMARY

- 1.1. The DWP currently administer social fund payments. The Welfare Reform Act states that from April 2013, the Council will take responsibility for the discretionary elements of these payments.
- 1.2. We are proposing that the administration of this is undertaken by K&C on behalf of the three boroughs.
- 1.3. The current system is overspending in line with budget projections and the government has set a budget lower than the current spend. The authority has no choice on funding but must set up its own scheme so that the criteria ensure that claims do not exceed the budget available.
- 1.4. Awards of Local Support Payments will be made through a variety of methods. We will be sending vouchers / gift cards for local shops and for bigger items of furniture or white goods, we will be using a local company (Furnish) to provide these items.

- 1.5. The service will be available 8-6, Monday to Friday. Suitable resilience can only be provided by amalgamating the teams of three boroughs.
- 1.6. The government will provide funding for the administration and payment of this scheme. There will be no extra cost to the Council.
- 1.7. As the funding is limited and will be less than is paid out now, the number of awards made by the new team cannot be at current levels - which reflects government intention. However, due to the fact that the new team will work closely with Tri-borough partners, we are confident that this new service will provide assistance in a more timely and efficient way than is currently provided by the DWP.

2. RECOMMENDATIONS

- 2.1. That approval be given to proceed with a Tri- Borough solution for the administration of a new Local Support scheme for the provision of discretionary emergency payments.
- 2.2. That the Royal Borough of Kensington and Chelsea (RBKC) administer the service for Westminster City Council (WCC) and LB Hammersmith and Fulham utilising an agreed eligibility criteria for each borough.

3. REASONS FOR DECISION

- 3.1. This proposal allows us to provide a resilient service that benefits from the economies of scale that the tri-borough approach allows.

4. INTRODUCTION AND BACKGROUND

- 4.1. The Welfare Reform Act 2012 places a duty on all local authorities to develop a scheme to replace the current central government Social Fund scheme for Community Care Grants (CCG) and Crisis Loans Living Expenses (CLLE) from April 2013.
- 4.2. The current scheme provided by the DWP is made up of discretionary and non discretionary elements. The non-discretionary elements include items such as winter fuel and funeral payments and these will remain the responsibility of the DWP.
- 4.3. The discretionary elements are made up of Community Care Grants (CCG) and Crisis Loans for Living expenses (CLLE) and it is these that will become the responsibility of the Local Authority.

- 4.4. Community Care Grants (CCG) are non-repayable cash awards made to help people move back into or remain in the community, or to ease exceptional financial pressure. An example would be payments to families in temporary accommodation, to buy white goods or a bed before moving into social housing.
- 4.5. Crisis Loans for Living Expenses (CLLE) are interest free loans for people facing an emergency or disaster. Examples of CLLE awards are loans to young people leaving care, who have not yet received welfare benefits, to buy clothing and toiletries.
- 4.6. All claims are currently made using a DWP free-phone number. Claims are administered via a call centre.

5. PROPOSAL AND ISSUES

- 5.1. The proposed solution has been developed through work done by K&C in liaison with a number of local advisory groups, most of which operate in this borough too.
- 5.2. We have also spoken to local groups in Hammersmith and Fulham for comments on our proposals.
- 5.3. It is proposed that claims will be accepted through the following channels:
 - by phone (through a free-phone number);
 - on-line; and
 - by post.
- 5.4. Although the vast majority of claims will be made via one of the above channels, visitors to h&f Direct reception will receive assistance to make a claim from Housing Benefit staff when required.
- 5.5. The team will be call centre based – with no face to face provision and will provide a service 8-6. Due to cost it will not be possible to provide any out of hour emergency service except for sign posting to each borough respective section 17 team.
- 5.6. Payments will be made in the form of vouchers or gift cards. Furnish, part of Staying First, a social enterprise in the borough, will provide new and refurbished goods to customers assessed as requiring assistance. Furnish currently refurbish social housing properties for the TMO and Housing Associations and are able to procure bulk discounts from large manufacturers which are passed on to their clients. The Council will issue customers with a voucher which can be exchanged for a specific item such as a fridge or washing machine.

- 5.7. Good financial advice, especially debt advice, was suggested by the Advisory Group as a way of encouraging customers to manage their own affairs and plan for an emergency such as a broken cooker. Staying First have made an Innovations Grant bid to the Council which if successful will provide housing, financial and debt advice to all customers who claim a Local Support Payment. They intend to do this by accepting direct referrals from our officers. If Staying First are unsuccessful in their bid, then a similar service could be commissioned from a number of third sector organisations.
- 5.8. Under this new scheme, we will offer a more efficient and integrated service than customers receive at present from DWP. For example, the biggest expenditure is payments to customers to help them move from temporary accommodation into more secure dwellings. At the moment the move into the new home is sometimes delayed due to the customer awaiting the outcome of their loan application and, even once a cash payment is made, there is a delay whilst the customer buys the furniture and then waits for essential items to be delivered. This delay can take weeks and can impose additional cost on the Council for temporary accommodation. The new model will ensure that the Council's Housing Options and Social Inclusion Teams liaise with the assessment team to have essential items delivered directly to the new address within five days from the date of decision.
- 5.9. The Council will issue gift cards to be used in Sainsbury's, Tesco and Marks and Spencer where emergency food and clothing is required; a discount of 7 per cent can be obtained for bulk purchase of these cards.
- 5.10. The DWP does not expect authorities to issue loans and legislation does not allow authorities to recover loans from entitlement to benefit as currently happens. However, it may be possible to refer some customers to the Council's credit union for a loan where this is appropriate and discussions have started to establish how this should happen.
- 5.11. One proposal is that, where an award has been agreed due to a lost/stolen giro or the inability to access funds due to exceeding overdraft thresholds then part of the award will go to open a Credit Union account and for further Giros to be paid directly to that account. This will involve an additional £15 on top of the amount claimed: £5 goes to the credit union as an administrative charge and £10 must remain in the account. This is a costly option and there may not be sufficient funds in the first year to finance this proposal. However this initiative could play a major role in encouraging financial inclusion to vulnerable residents in the borough.
- 5.12. There will be some situations where a cash payment is unavoidable, for example, fuel keys can only be topped up using cash. In these instances it is proposed that this is made using a bar coded system via

the post office. These payments will be kept to a minimum and issued when there is no alternative

- 5.13. Although there has been some discussion with charities providing foodbanks - there is a food bank in Westminster and Hammersmith and Fulham and one is opening in the Royal Borough later in the year – this option is only likely to be used as a contingency if demand is especially high. This is because the foodbanks do not have capacity to deal with the volumes currently seeking assistance via the Social Fund; and they are reluctant to be seen formally as a delivery arm of a localised solution, except in an emergency.
- 5.14. It is hoped that making payments in kind will help to influence customer behaviour and prevent multiple applications for assistance, which currently happens, and perhaps more important ensure the customer receives the essential item they have requested rather than spend the cash on other items. A model of the scheme can be seen in Appendix 1.
- 5.15. To be eligible to access the new fund, you must be:
- aged 16 or over; and
 - live in the borough or have been placed in social housing outside the borough by this authority, or in the case of someone leaving prison, have an intention to move into the borough; or
 - be in receipt of a qualifying benefit or due to leave an institution or care home within six weeks; and
 - you must not have claimed a Social Fund or Local Support Payment on more than two occasions within the past 12 months; and
 - You must be without sufficient resources which would cause serious risk to your own, or your family's health or safety, or
 - You must require essential assistance to establish yourself, or to remain, in the community.
- 5.16. Appendix 2 shows the proposed eligibility criteria. This document is subject to change as the scheme develops. As we do not know what the demand will be post April 13, the criteria will be subject to constant review to ensure that payments remain in line with the budget.
- 5.17. Customers will be given the right of appeal against any decision made which will be considered by a senior officer. Each borough will deal with their own appeals.

6. TRI-BOROUGH WORKING

- 6.1. The service will be provided 8-6 Monday to Friday. As the money provided by central government is only enough for two members of

staff (after IT costs etc) there will insufficient service resilience if provided on an individual borough basis.

- 6.2. The recommendation that this be provided on a Tri-borough basis has been agreed by all three boroughs. LBHF will contribute two officers to the administration of the team which will be administered by K&C. The remaining team members will be supplied by K&C.
- 6.3. Each authority will retain its own funding allocation and will receive regular monthly updates on expenditure.
- 6.4. Each authority can develop their own eligibility criteria. It is proposed that we adopt the criteria developed by K&C after their work with local advisory groups. We have discussed this with a number of advisory groups within this borough and there was no disagreement to this.
- 6.5. Having a common eligibility criteria will promote consistency in decision making and assist in the administration of the team.
- 6.6. Each authority will retain its own sovereignty in dealing with its own appeals.
- 6.7. This arrangement will require a section 113 agreement. See appendix 3.

7. HOW THE SERVICE WILL BE FUNDED

- 7.1. The government has allocated the Council funding of £588,571 for 2013-14 to meet the cost of a local scheme. Funding for 2014-15 will be the same and local authorities will be informed of future years' allocation nearer the time.
- 7.2. The allocation for K&C and Westminster is £417,000 and £588,581 respectively.
- 7.3. Whilst the overall cost of the Tri-borough service has yet to be finalised, it is envisaged that the majority of the set-up and administration funding will flow through to RBKC, although an element of the funding will be needed to support the administration of the Council's appeals process
- 7.4. The table below shows the spend for the three boroughs for 2010/11.

2011-12	Crisis Loan Living Expenses	Community Care Grants	Totals
<u>Number of Applications received</u>			
Westminster	2860	1910	4770
H&F	2880	1680	4560
K&C	1520	1240	2760
<u>Total expenditure</u>			
Westminster	£113,100	£711,700	£824,800
H&F	£122,800	£496,600	£619,400
K&C	£64,100	£439,600	£503,700
<u>number of awards</u>			
westminster	2270	890	3160
H&F	2310	710	3020
K&C	1260	590	1850

7.5. It is anticipated that all three Councils will spend their award allocation. The table shows that we are currently spending £619,400 where as our allocation will only be £588,571. However each Council will retain any under-spend from its budget if there is an end of year surplus.

7.6. The Government has also given the Council annual administrative funding of £124,372 for 2013-14 which drops to £114,000. For this year, we have received a set up award of £5,886.

7.7. The annual administrative funding for Westminster and K&C is £187,069 and £88,166 respectively for 2013-14 which reduces to £171,469 and £80,768 respectively for 2014-15. Westminster will be given set up funding of £8,853 and K&C will receive £4,170.

7.8. The total administrative funding for the three boroughs is therefore £399,607 for 2013-14, falling to £366,237 for 2014-15.

7.9. The combined set up funding of £18,909 is disappointing and will not cover the set up cost of a new IT system: we propose to find this cost from administrative funding for the first year.

8. CONSULTATION

8.1. Eligibility for this service has been formulated by K&C in consultation with local advisory and support groups. We have taken these criteria to some of our local groups for their comments and they are in general agreement.

9. EQUALITY IMPLICATIONS

- 9.1. An EIA has been conducted by the RBKC. However, we have provided more detail for this authority. The agreed Tri-borough EIA is attached in appendix 4.

10. LEGAL IMPLICATIONS

- 10.1. The Council's legal responsibilities under the Welfare Reform Act are set out in the report. The proposed scheme can be administered by RBKC under the provisions of s.113 of the Local Government Act 1972 (the power to place staff at the disposal of other authorities). The arrangements will be formalised by an agreement between the boroughs which will include financial, HR and data sharing protocols and provisions in relation to the sharing of staff, assignment of liabilities, management arrangements and other issues.
- 10.2. As with all Council functions, Cabinet must have due regard to the public sector equality duty ("PSED") now contained in Section 149 of the Equalities Act 2010 Act.
- 10.3. Implications verified/completed by: Janette Mullins, Head of Litigation, ext 2744

11. FINANCIAL AND RESOURCES IMPLICATIONS

- 11.1. The impact on the Council's budget will be neutral. This is because the service will only be provided up to the level of the grant provided.

12. RISK MANAGEMENT

- 12.1. The demand for the service may outstrip the funding provided. The CLLE element is based on 2005-06 levels as it was at this point, nationally, that expenditure in this rose dramatically.
- 12.2. Furthermore, demand from 2013 may be greater than in previous years due to the further impact of welfare reform changes next year and the effect of reform changes already introduced. Many households will have housing benefit shortfalls in their rent and will build up rent arrears, debt and financial hardship.
- 12.3. An unprecedented level of demand will not only have an impact on the ability to meet customers' needs but also the ability of the team to make awards in a timely manner.

13. PROCUREMENT AND IT STRATEGY IMPLICATIONS

13.1. Not applicable.

LOCAL GOVERNMENT ACT 2000 LIST OF BACKGROUND PAPERS USED IN PREPARING THIS REPORT

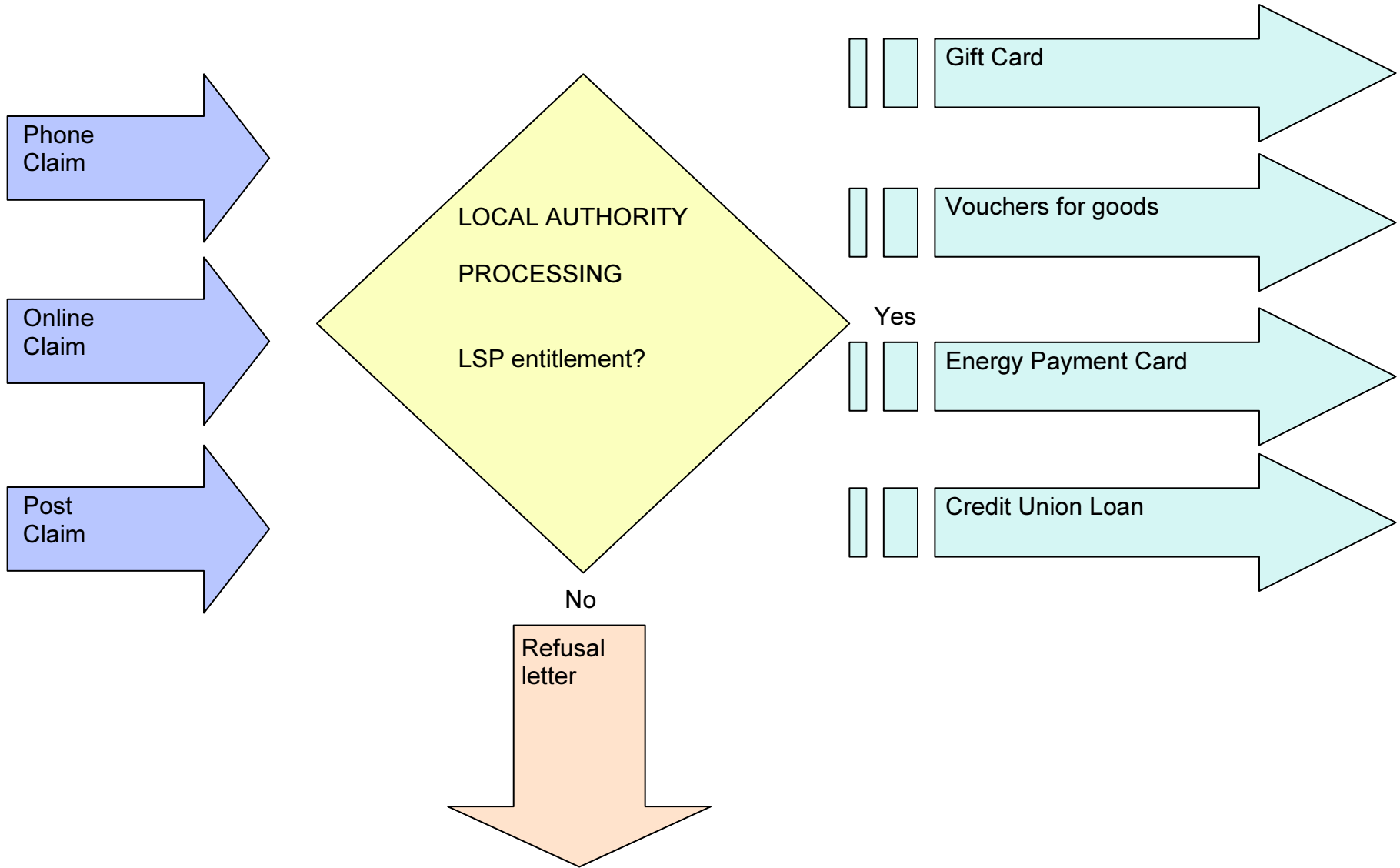
No.	Description of Background Papers	Name/Ext of holder of file/copy	Department/ Location
1.	Welfare Reform Act 2012		

LIST OF APPENDICES:

<i>Appendix 1</i>	<i>how the scheme will work</i>
<i>Appendix 2</i>	<i>eligibility criteria</i>
<i>Appendix 3</i>	<i>section 113 agreement</i>
<i>Appendix 4</i>	<i>tri-borough equalities impact assessment</i>

LOCAL SUPPORT PAYMENTS (LSPs)

APPENDIX 1



Local Support Payments Policy

What are Local Support Payments?

Local Support Payments are made to people to prevent serious risk to the health or safety of a person or their family or to help people stay in their community.

Who can apply for a Local Support Payment?

To be entitled to a Local Support Payment:

- *You must be aged 16 or over, and*
- *You must live in the Borough or have been placed in social housing outside the borough by this authority, or in the case of someone leaving prison, have an intention to move into the Borough, and*
- *You must be in receipt of a qualifying benefit or you must be due to leave an institution or care home within 6 weeks, and*
- *You must not have too much savings, and*
- *You must not have claimed a Social Fund or Local Support Payment in the borough within the past 12 months, and*
- *You must be without sufficient resources which would cause serious risk to your own, or your family's health or safety, or*
- *You must require essential assistance to establish yourself, or to remain, in the community.*

A Council decision maker will decide if you should get a Local Support Payment and how the payment should be made. For every application, we will look at all the circumstances and decide whether the required conditions are met.

What are the qualifying benefits?

- Job Seekers' Allowance (income or contribution based)
- Income Support
- Pension Credit (guarantee or savings)
- Personal Independent Payment
- Employment Support Allowance (income or contribution based)
- Housing Benefit
- Universal Credit

Not everyone will be entitled to a Local Support Payment: you have to show that this is the only way that serious risk to the health or safety of you or your family can be avoided or where you have to stay in the Community a Local Support Payment is the only way for you to remain.

How much?

We will decide the size of the payment or loan you need.

A Local Support Payment is intended to help you over a period of crisis, it may not necessarily solve the crisis altogether. We will decide how much money you need to get you through the crisis, which may not mean replacing all the losses and repairing all the damage.

If you have any other means of help

When deciding your application for a Crisis Loan, we will want to know whether you have any other possible sources of help to cover the costs of the crisis. If you do, then the amount of money you get will be affected. You may either get a reduced amount, or you may not get any at all. You will be asked, as part of your application, about such sources of money, for instance:

- any savings
- any earnings
- any other income
- cash in hand
- readily available funds in bank or building society accounts
- any sources of credit such as cash cards, store cards, credit cards, cheque cards, cheque accounts, overdraft facilities, loan arrangements
- any help which is likely to be available from other funds, such as Short Term Advances and Budgeting Advances issued by the Department for Work and Pensions (DWP)

How do I claim for a short-term advance or budgeting advance

If you have just made a claim for a DWP benefit and are awaiting your award or you have started work and are awaiting your first pay cheque you will be able to claim for short-term advance from the DWP if you are experiencing financial difficulty. Short-term Advances of benefit will be available to claimants of any contributory or income-related social security benefit, including Universal Credit, from 1st April 2013

If you need to purchase essential items or have expenses related to maternity or starting work you may be able to claim a budgeting advance. Budgeting advances will be available if you have been receiving income-related benefits for 26 weeks or more.

How are Local Support Payments made?

Local Support Payments can be made via:

- payment cards for emergency food and clothing provision
- vouchers to be exchanged for goods and services, or
- via interest free loans to pay for items and services that you need as a consequence of a disaster or serious emergency

What Local Support Payments cover?

Local Support Payments are intended to cover immediate short-term needs to prevent serious risk to the health or safety of a person or their family or where essential assistance is required to help someone stay in the community. An award in the form of a gift card, voucher or loan may be issued to pay for a specific item or service to meet a need.

We can also help with certain expenses in other emergency or disaster situations. These are:

- help with moving out of institutional accommodation
- a disaster, for example a serious flood, causing substantial damage, loss or destruction to possessions or your property
- furniture, cookers, beds, bedding and household equipment, floor covering, curtains and heaters.
- connection charges when setting up or moving home
- food
- clothing and footwear

Please remember that these are just examples and a Local Support Payment may not necessarily be appropriate in the above situations. Similarly, if a situation is not mentioned, it does not mean you would not get help. We will look at the individual circumstances of an application.

The minimum payment is £20.

What is a disaster?

Disasters are events of great or sudden misfortune. The result of which will normally be significant damage to, destruction or loss of, possessions or property. The effects of a disaster are generally felt by a whole community (e.g. street or larger geographical area). Examples of disasters are:

- flooding,
- gas explosion,
- chemical leak,
- fire.

If you are dissatisfied with the decision

If you are unhappy about a decision, you can ask for a review. This should be in writing and received in within 10 days of the days of the decision. Your letter should be sent to :

DATED ... 2013

**(1) MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF
KENSINGTON AND CHELSEA**

AND

**(2) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HAMMERSMITH AND FULHAM**

AND

(3) THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER

TRI-BOROUGH JOINT WORKING AGREEMENT

LOCAL SUPPORT PAYMENT SERVICES

Tasnim Shawkat
Director of Legal Services
Royal Borough of Kensington and Chelsea

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THIS AGREEMENT is made on ... day of ... 2013

PARTIES

- (1) **ROYAL BOROUGH OF KENSINGTON AND CHELSEA** of The Town Hall,
Hornton Street, London W8 7NX

- (2) **THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM** of the Town
Hall, King Street, London, W6 9JU

- (3) **THE LORD MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER** of
City Hall, 64 Victoria Street, London SW1E 6QP

1. BACKGROUND

- 1.1 The Welfare Reform Act 2012 introduced changes to the Social Fund which mean that funds for Community Care Grants and Crisis Loans for Living Expenses, previously administered by The Department for Work and Pensions (DWP) are transferred to Local Authorities to be managed locally.

- 1.2 The Parties wish to create a new joint service for the administration of a Local Support Payment Service (LSPS). The Royal Borough of Kensington and Chelsea will be the lead authority and will recruit, train and manage staff responsible for assessing entitlement to Local Support Payments. The parties wish to realise economies and efficiencies through the single administration of the new scheme

- 1.3 The Parties have given a Sovereignty Guarantee to ensure that the independence of the authorities as political and legal entities is protected. The Parties intend that although the bulk of the administrative funding is passed to the Royal Borough of Kensington and Chelsea to administer the scheme, each authority will retain its own funding allocation rather than it being pooled across all three authorities.

- 1.4 There will be no ring fencing attached to the money devolved to local authorities. Nor will there be any duty to provide a particular type of service. Each Local Authority will need to decide how the money is to be spent to reflect local priorities
- 1.5 To combine and integrate the Services in the manner described in Paragraph 1.2, the Parties have agreed to develop a bespoke joint working arrangement. The terms of this arrangement are documented in this Agreement and includes the exercise of powers contained in Section 113 of the 1972 Act so that officers of each authority are made available to the other authorities for the purposes of performing functions as an officer of the other authorities for the purpose of delivering a Local Support Payment Service hosted by the Lead Authority.

2. DEFINITIONS AND INTERPRETATION

This Agreement shall be interpreted in accordance with **Schedule 1**.

3. DURATION OF THE AGREEMENT

This Agreement shall commence on the Commencement Date of 1st April 2013 and shall continue in force until it is terminated in accordance with **Clause 25**.

4. THE ARRANGEMENTS

- 4.1 The Parties agree that from the commencement date they will implement the arrangements in Schedule 2 concerning the Aims Functions, Structure and Governance of the LSPS.
- 4.2 The Parties agree that the aims, benefits and intended outcomes and the principles set out in Schedule 2.1 are

aspirational and are not intended to give rise to legally binding rights and obligations between the Parties.

- 4.3 These Arrangements shall not affect the liabilities of the Parties to any third parties for the exercise of their respective functions and obligations.

5. DELEGATION OF FUNCTIONS

- 5.1 Nothing in this Agreement has (or is intended to have) the effect of transferring statutory functions from one Party to another. This means that the performance by a Post Holder of their S113 Duties is done in their capacity as an officer of the Non-Employing Party. That Post Holder is not exercising functions delegated by the Non-Employing Party to the Employing Party.
- 5.2 Parties may only delegate their statutory functions to each other in exercise of the powers contained in S101 of the Local Government Act 1972 and S17 of the Local Government Act 2000. In the event that any of the Parties agree to enter into such an arrangement it will be recorded in a separate agreement that has been signed by participating Parties.
- 5.3 The Parties hold the view that TUPE will not apply on the commencement of this Agreement or during the term of the Agreement. However if TUPE operates so as to transfer the contract of employment of any Post Holder, due to a Relevant Transfer, from one Party to the other Party, the Parties shall comply with their legal obligations under TUPE.

6. SHARING EMPLOYEES

6.1 With effect from the Commencement Date, it is agreed that, in exercise of the powers contained in Section 113 of the 1972 Act and in accordance with Schedule 5 the Parties will make those individual post holders identified in Schedule 5, (and any other individual made available in accordance with Schedule 5 and for whom a Party is the Employing Party) available to the other Parties for the purposes of enabling each Post Holder to deliver the Services through the combined performance of their Employee Duties and, in accordance with their individual agreement, their S113 Duties.

6.2 The Lead Authority will employ the LSPS Manager and shall at its absolute discretion deal with any issues relating to the LSPS Manager, including but not limited to those relating to capability, performance and conduct, as it considers appropriate in consultation with the Non-employing Parties. Before taking any decision to act, or to decline to act, the Employing Party shall consider representations from the Non-employing Parties and, if requested by either of them, provide reasons for its decision in writing.

7. **ACCOUNTABILITY**

7.1 For the purposes of these Arrangements, the Post Holders will be accountable to:

7.1.1 the Non-Employing Party for the performance of their S113 Duties; and

7.1.2 the Employing Party for the performance of their Employee Duties In accordance with the arrangements further described in Clause 7.2 .

7.2 Where an individual ("Person A") is directly accountable to a Post Holder ("Person B") Person A is accountable to Person B in

Person performance by Person A (either as an employee of their Employing Party or in performance of S113 Duties) of the Employing Party functions.

7.3 The Parties will establish and keep under review management arrangements whereby officers shall be accountable to the Parties for the management of the LSPS throughout the Agreement Term. Such management arrangements may:

7.3.1 further specify the respective responsibilities to each Party of Post Holders discharging both their Employee Duties and their S113 Duties;

7.3.2 be subject to the approval of the Parties through their decision-making arrangements;

8. ANNUAL REVIEW

8.1 The LSPS Manager shall carry out an annual review of the Arrangements for the purpose of evaluating;

8.1.1 performance of the Arrangements against the targets, priorities and outcomes specified in this Agreement (or such other targets, priorities and outcomes as may be agreed between the Parties in writing from time to time);

8.1.2 targets and priorities for the next Financial Year;

8.1.3 the operation and effectiveness of the Arrangements;

8.1.4 delivery of agreed outcomes and benefits and the role of the Arrangements in relation to such delivery.

8.2 Following a review held in accordance with Clause 8.1, the LSPS Manager will make recommendations to the Parties in respect of the Arrangements.

9. FINANCIAL ARRANGEMENTS FOR POST HOLDERS

9.1 In respect of each Post Holder, the Employing Party shall be responsible for the payment (subject to Clause 9.2 and 12) of all sums due and payable to that Post Holder in accordance with their Employment Contract, including (without limitation) all tax, national insurance and pension contributions.

9.2 The Non-Employing Party will reimburse the Employing Party for all expenses incurred by a Post Holder in the performance of their S113 Duties (where such expenses are recoverable from the Employing Party's expenses policy). In the event that expenses relate to both S113 Duties and Employee Duties, the Non-Employing Party will reimburse the Employing Party for such proportion as is agreed between the Parties.

9.3 The costs of any training which a Post Holder is required or requested by the Non-Employing Party to attend for purposes connected with the performance of a Post Holder's S113 Duties will be funded by the Non-Employing Party.

10. FINANCIAL PROTOCOL

10.1 As part of the Parties wider commitment to combination, integration and joint working, the Parties have developed a Financial Protocol set out in Schedule 4 that establishes the principles of their financial relationship with effect from the Commencement Date.

10.2 The Parties may agree to vary the Financial Protocol from time to time in accordance with Clause 26.

11. HUMAN RESOURCES (HR) PROTOCOL

11.1 The Parties have jointly developed the HR Protocol set out in Schedule 3 for the ongoing management of the combined team arising out of or in relation to the Arrangements. This protocol is designed to support the Arrangements but is not intended to be (and, unless the Parties expressly agree otherwise in writing, will not have the effect of being) a substitute for a Party's existing HR policies and procedures.

11.2 The Parties agree to be bound by the terms of the HR Protocol and to fulfil their respective obligations there under.

11.3 The Parties may agree to vary the HR Protocol in accordance with Clause 26.

12. INDEMNITIES, LIABILITIES AND INSURANCE

12.1 Each Party shall indemnify the other Party against any Loss (excluding Indirect Loss) suffered or incurred by the indemnified Party arising out of or in connection with:

12.1.1 the indemnifying Party's negligence or breach of contract; and

12.1.2 any claim made by a third party arising out of or in connection with the indemnifying Party's negligence or breach of contract,

12.1.3 in each case in connection with the performance or failure of performance of the indemnifying Party's obligations under this Agreement, except to the extent that such Loss has been caused by any negligence, act or omission by, or on the part of, or in accordance with the instructions of the other Party.

12.2 Subject to clause 12.3 the Parties agree that they will be responsible for the activities of a Post Holder as follows:

12.2.1 the Non-Employing Party will be responsible for the acts or omissions of any Post Holder when performing their S113 Duties or otherwise acting in their capacity as an officer of the Non-Employing Party; and

12.2.2 the Employing Party will be responsible for the acts or omissions of any Post Holder when performing their Employee Duties or otherwise acting in their capacity as an officer of the Employing Party.

12.3 Subject to **Clauses 12.4 to 12.7**, any Loss incurred in relation to or arising from a Post Holder's employment whether or not following termination of employment of a Post Holder or termination of this Agreement including any award by a court or tribunal shall be the responsibility of the Employing Party. As between the Parties to this Agreement, the Non-Employing Party shall have no liability in respect of such Loss and the Employing Party agrees to indemnify the Non-Employing Party against any such Loss.

12.4 The Parties hold the view that TUPE will not apply on the commencement of this Agreement, during the term of the Agreement or on the expiry or termination of this Agreement (in whole or in part). However if TUPE operates so as to transfer the contract of employment of any Post Holder due

to a Relevant Transfer from one Party ("the Transferor Party") to the other Party ("the Transferee Party"), the Parties shall comply with their legal obligations under TUPE.

12.5 Subject to **Clause 12.7**, the Transferor Party shall be liable for and shall indemnify the Transferee Party against any Employee Liabilities incurred by the Transferee Party which arise before on or after the Relevant Transfer and out of an act or omission of the Transferor Party in connection with:

12.5.1 the Post Holder's employment with the Transferor Party;

12.5.2 any failure to comply with the obligations under Regulations 13 and 14 of TUPE (including any claim brought by an employee representative for breach of Regulations 13 and/or 14 of TUPE) except where such failure arises from the Transferee Party's failure to comply with its obligations under Regulations 13 and/or 14 of TUPE.

12.6 Subject to **Clause 12.7** the Transferee Party shall be liable for and shall indemnify the Transferor Party against any Employee Liabilities incurred by the Transferor Party which arise before on or after the Relevant Transfer caused by an act or omission of the Transferee Party in connection with:

12.6.1 the Post Holder's employment with the Transferee Party;

12.6.2 any failure to comply with the obligations under Regulations 13 and 14 of TUPE (including any claim brought by an employee representative for breach of Regulations 13 and/or 14 of TUPE).

12.7 Where any Employee Liabilities arise partly as a result of any act or omission of the Transferee Party and partly as a result of any act or omission of the Transferor Party whether before or after the date of the Relevant Transfer, the Parties shall indemnify each other against only such part of the Employee Liabilities sustained by the other Party as is reasonably attributable to the act or omission of that Party.

Mitigation

12.8 In relation to the indemnities of this **Clause 12**, the Parties agree to co-operate with each other and take all reasonable steps to mitigate any costs and expenses and any adverse effect on industrial or employee relations.

13. INSURANCE

13.1 Each Party may choose to maintain policies of insurance in respect of all potential liabilities arising from these Arrangements (as outlined in the Financial Protocol). A decision not to insure does not relieve a Party of its responsibilities under this Agreement.

13.2 Each Party agrees to ensure that:

13.2.1 where they are the Non-Employing Party, the insurance policies maintained pursuant to **Clause 13.1** cover liabilities that may be incurred through the performance, by a Post Holder , of their S113 Duties;

13.2.2 where they are the Employing Party, the insurance policies maintained pursuant to **Clause 13.1** cover liabilities that may be incurred through the

performance, by a Post Holder, of their Employee Duties.

14. STANDARDS OF CONDUCT

14.1 The Parties will comply and will ensure the Arrangements comply with all statutory requirements national and local and other guidance on conduct and probity and good corporate governance (including the Parties' respective Constitutions and Standing Orders).

14.2 The Parties will review and, where permitted and appropriate, amend their Constitutions including but not limited to Standing Orders, Financial Standing Orders and Schemes of Delegation as necessary to ensure compliance with their obligations under this Agreement and to enable the Arrangement to operate as smoothly and efficiently as practicable. Nothing in this clause shall require a Party to make amendments which in its reasonable belief would be inconsistent with the Sovereignty Guarantee.

15. CONFLICT OF INTEREST

15.1 The Parties acknowledge that conflicts of interest may arise during the course of this Agreement. The Parties agree that circumstances in which a conflict of interest may arise include, but are not limited to, the following:

15.1.1 when the private interests of a Post Holder conflict with the interests of the Non-Employing Party in the context of the Arrangements (a "**Private Interest Conflict**");

15.1.2 when the duties of a Post Holder arising under or in connection with the furtherance of integrated working

conflict with the duties owed by that Post Holder to the Employing Party (a "**Combined Working Conflict**").

Private Interest Conflict

15.2 In the event that a Private Interest Conflict arises, or a Post Holder suspects that it will arise, the Employing Party shall procure that full details of such Private Interest Conflict shall as soon as possible be reported to and recorded by the Employing Party in accordance with the Employing Party's policies and procedures for handling conflicts of interest.

15.3 When an Employing Party receives notification or otherwise becomes aware of a Private Interest Conflict pursuant to **Clause 15.2** the Employing Party shall as soon as possible notify the Chief Executives of such Private Interest Conflict who shall take such action as is appropriate in the circumstances to resolve the conflict.

15.4 In the event that the Chief Executives receive notification of a Private Interest Conflict pursuant to **Clause 15.3** and any Chief Executive considers that he is likewise subject to that or another conflict of interest that Chief Executive shall as soon as possible notify the Leaders of the relevant Parties.

15.5 Upon receiving notification from a Chief Executive pursuant to **Clause 15.4** the Parties shall ensure that the Leaders of the relevant Parties shall do what is required in order to ensure that the interests of the Parties are protected in accordance with applicable best practice for the management of conflicts of interests and having due regard to the employment policies and procedures of the Employing Party.

Combined Working Conflict

- 15.6 In the event that a Combined Working Conflict arises and which affects the Joint Executive Director's ability to act in the best interests of both Parties, the Joint Executive Director shall as soon as possible inform Parties that a Combined Working Conflict exists.
- 15.7 On receiving notice from the Joint Executive Director pursuant to **Clause 15.6** the Non Employing Party or Parties shall appoint an interim Director on such terms and for such duration as they believe is reasonably necessary and appropriate in the circumstances.
- 15.8 In the event that a Combined Working Conflict arises which is not covered by **Clause 15.6**, the Parties will ensure that the Joint Executive Director shall ensure that immediate steps are taken to promote and protect the interests of all Parties and their respective employees and where necessary the Parties shall use reasonable endeavours to procure that the Joint Director seeks appropriate independent professional advice.
- 15.9 The Parties acknowledge that a Combined Working Conflict arising may require each of the Parties to seek separate and independent legal advice.
- 15.10 The Parties acknowledge and agree that nothing in this **Clause 15** replaces either Party's obligations to comply with all relevant Law in relation to conflicts of interest.

16. COMPLAINTS

- 16.1 Subject to **Clause 17**, complaints by third parties arising out of or in connection with these Arrangements will be dealt with in

accordance with the complaints policy of the appropriate Party in force from time to time.

16.2 Subject to all relevant law and guidance, the Parties reserve the right to agree a combined complaints procedure(s). Any such procedure(s) shall be documented in writing and signed by the Parties.

17. OMBUDSMAN

The Parties will co-operate with investigations undertaken by their respective Ombudsman.

18. INTELLECTUAL PROPERTY

18.1 The Parties shall to the extent permissible by law grant to each other a licence to use the other Party's relevant IPR solely and exclusively for the purposes of and in connection with this Agreement and the Arrangements.

18.2 Subject to **Clauses 18.1 and 18.3**, neither Party shall acquire from the other Party any rights to that other Party's IPR.

18.3 If any IPR is created, brought into existence or acquired in relation to anything jointly developed by the Parties in relation to the Agreement or the Arrangements, the Parties shall negotiate in good faith and use all reasonable endeavours to agree the rights that each Party shall have in relation to such IPR. Following any such agreement the Parties shall to the extent permissible by law do all things and execute all documents necessary to give full effect to the agreement. If the Parties are unable to reach agreement the matter shall be referred to the Dispute Resolution Procedure.

19. CONFIDENTIALITY & DATA PROTECTION

19.1 Subject to the disclosure requirements of any Laws, nothing in this Agreement shall oblige a Party or a Post Holder to disclose information where such disclosure would be in breach of:

19.1.1 any contract; and/or

19.1.2 any other relevant and applicable internal or external policies or codes of conduct in relation to a confidentiality and disclosure of information

19.2 Each Party agrees at all times during the continuance of this Agreement and after its termination to keep confidential all information or data that it receives or otherwise acquires in connection with the other Parties and which by its nature is confidential or which has reasonably been marked with such words signifying that it should not be disclosed, except where:

19.2.1 the disclosure is made in connection with the Dispute Resolution Procedure or any litigation between the Parties;

19.2.2 the disclosure is required to comply with Law (including the FOIA);

19.2.3 the disclosure is made to a Party's professional advisors who owe a similar obligation of confidentiality; or

19.2.4 the information was in the possession of the Party without obligation of confidentiality or was in the

public domain (otherwise than by breach of this Agreement) before receiving it from the other Party.

19.3 The Parties shall at all times comply with Data Sharing Protocol set out in **Schedule 7** together with the provisions of the 1998 Act and any other relevant data protection legislation and guidance (including the Employment Practices Data Protection Code) which shall include without limitation working co-operatively together in relation to the use of Personal Data so that the requirements of the 1998 Act are met ensuring that appropriate technical and organisational security measures are taken to prevent unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

19.4 The:

19.4.1 Employing Party shall take reasonable steps to procure that staff who process any Personal Data or Sensitive Personal Data in accordance with or in the course of this Agreement, and

19.4.2 the Non-Employing Party shall take reasonable steps to procure that Post Holders who, while undertaking S113 Duties, process any Personal Data or Sensitive Personal Data in accordance with or in the course of this Agreement,

do so in accordance with the provisions and principles of the 1998 Act and any other relevant data protection legislation and guidance (including but not limited to the Employment Practices Data Protection Code).

20. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS 2004

20.1 The Parties will each comply with their respective obligations pursuant to the FOIA but, without prejudice to this general obligation, will consult the other Parties prior to the disclosure of any information relating to these Arrangements.

20.2 Each Party will co-operate fully with the other Party for the purposes of enabling that other Party to properly fulfil its obligations under the FOIA.

21. DEFAULT

21.1 In the event of a Party (the **"Defaulting Party"**) being, in the reasonable opinion of the either or both Parties (the **"Other Party"**), in breach of its obligations under this Agreement and such breach being capable of remedy, the following procedure will apply:

21.1.1 the Other Party may request a meeting with the Defaulting Party by giving five (5) Working Day's written notice to that effect. The meeting will include the Representative of each Party.

21.1.2 following such a meeting, the Parties will discuss and agree an action plan under which the Defaulting Party will be given a reasonable period of time to remedy the default to the satisfaction of the other Party (the **"Remedial Action Plan"**).

21.1.3 Where an Other Party is not reasonably satisfied that the Defaulting Party has complied with the Remedial Action Plan, the Other Party will have the right, at its discretion, either to initiate the Dispute Resolution

Procedure or to exercise its right to terminate this Agreement in accordance with **Clause 23.6.2.**

22. DISPUTES

22.1 In the event of a dispute between the Parties in connection with this Agreement the Parties shall refer the matter to their Representatives (or their nominated deputies) who shall endeavour to settle the dispute between themselves.

22.2 In the event that the Representatives (or their nominated deputies) cannot resolve the dispute between themselves within a reasonable period of time having regard to the nature of the dispute, the matter will be referred to the responsible cabinet members of the Parties for resolution. In the event that the dispute cannot be resolved within a reasonable period of time (having regard to the nature of the dispute) by the relevant cabinet members, the matter will be referred to the Leaders of the Parties for resolution.

22.3 In the event that the dispute cannot be resolved in accordance with **Clause 22.2** within a reasonable period of time (having regard to the nature of the dispute) the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Parties ("Mediation").

22.4 To initiate the Mediation, a Party or Parties may give notice in writing (a "**Mediation Notice**") to the other Party or Parties requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Parties asking them to nominate a mediator. The Mediation shall commence within twenty Working Days of the Mediation Notice being served.

22.5 The Parties will co-operate with any person appointed as mediator, providing him or her with such information and other assistance as he or she shall require and will pay his or her costs as he or she shall determine or in the absence of such determination such costs will be shared equally between the participating Parties.

22.6 No Party may commence any court proceedings/arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other Party or Parties have failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

23. TERMINATION

General

23.1 This Agreement may be terminated (in whole or in part) at any time by written agreement between the Parties.

23.2 Any Party shall have the right to terminate this Agreement at any time by service of 12 Months' written notice to the other Parties.

23.3 This Agreement may be terminated at any time in respect of any or all of the Post Holders by written agreement between the Parties.

23.4 This Agreement, in respect of any individual Post Holder, will terminate forthwith in respect of that particular Post Holder upon the dismissal or resignation of the Post Holder from their Employing Party or upon the Post Holder withdrawing their consent to being made available pursuant to these Arrangements where applicable.

23.5 This Agreement will terminate in respect of any individual Post Holder upon any reorganisation or reconstruction affecting any Party whereby the Post Holder no longer holds office with their Employing Party.

23.6 A Party may at any time by notice in writing to an other Party terminate this Agreement upon service of 20 Working Days written notice if:

23.6.1 the other Party commits a material breach of any of its obligations hereunder which is not capable of remedy;
or

23.6.2 the other Party commits a material breach of any of its obligations hereunder which is capable of remedy but has not been remedied in accordance with **Clause 21**.

23.7 A Party may by written notice to an other Party in accordance with **Clause 23.8** terminate this Agreement if:

23.7.1 as a result of any change in law or legislation it is unable to fulfil its obligations under this Agreement;

23.7.2 its fulfilment of its obligations hereunder would be in contravention of any guidance from any Secretary of State issued after the Commencement Date;

23.7.3 its fulfilment of its obligations would be ultra vires or otherwise unlawful,

and the Parties shall be unable to agree a modification or variation to this Agreement (which may include termination in part only) so as to enable the Parties to fulfil its obligations in accordance with law and guidance.

23.8 In the case of notice pursuant to **Clause 23.7.1 or 23.7.2**, the Agreement shall terminate after such reasonable period as shall be specified in the notice having regard to the nature of the change referred to in **Clause 23.7.1** or the guidance referred to in **Clause 23.7.2** as the case may be. In the case of notice pursuant to **Clause 23.7.3**, the Agreement shall terminate with immediate effect.

23.9 Notices served pursuant to **Clause 23.6 or 23.7** will result in termination of the whole of the Agreement unless the Parties agree otherwise in writing.

CONSEQUENCES OF TERMINATION

23.10 Termination of this Agreement in whole or in part (whether by effluxion of time or otherwise) shall be without prejudice to the Parties' rights in respect of any antecedent breach and the provisions of this Clause and **Clauses 2, 14, 15, 18-25 (inclusive), and 27-32 (inclusive)** shall continue in full force and effect.

23.11 In the event of termination of this Agreement, the Parties will use all reasonable endeavours to agree arrangements which will minimise disruption to:

23.11.1 the continued delivery of the Services to service users;

23.11.2 staff working within the Arrangements.

23.12 In the event that this Agreement is terminated in part only, the Parties will agree appropriate variations to the Agreement. Such variations will be documented in writing and signed by all Parties.

23.13 Where the Agreement is terminated in part, then except for that part of the Agreement that has been terminated, this Agreement shall continue in full force and effect.

24. **VARIATIONS**

24.1 The Parties may agree to vary the Agreement, including for the avoidance of doubt the HR Protocol and the Financial Protocol, from time to time in accordance with this **Clause 24**.

26.1 Any Party may propose a variation to the Agreement and the Parties shall use reasonable endeavours to agree the variation. In the event of any disagreement in relation to the variation any Party may refer the matter to the Dispute Resolution Procedure.

26.2 Any variation of the Agreement, the HR Protocol and Financial Protocol must be in writing and signed by, or on behalf of, each of the Parties.

25. **NOTICES**

25.1 Any notice of communication shall be in writing.

25.2 Any notice or communication to the relevant Party shall be deemed effectively served if sent by registered post or delivered by hand at an address set out in **Clause 25.4** and marked for the Representative or to such other addressee and address notified from time to time to the other Parties.

25.3 Any notice served by hand delivery shall be deemed to have been served on the date it is delivered to the addressee if delivered before 15.00hrs on a Working Day. Hand delivery

after 15.00 and or on a weekend or English public holiday shall be deemed served on the next Working Day. Where notice is posted it shall be sufficient to prove that the notice was properly addressed and posted and the addressee shall be deemed to have been served with the notice 48 hours after the time it was posted.

25.4 For the purposes of this **Clause 25**, the addresses at which notice must be served are, unless either Party is notified otherwise in writing as follows:

25.4.1 The Royal Borough of Kensington & Chelsea

Town Hall
Hornton Street
London
W8 7NX

25.4.2 The London Borough of Hammersmith and Fulham

Town Hall
King Street
London
W6 9JU

25.4.3 Westminster City Council

City Hall
64 Victoria Street
London
SW1E 6QP

26 WAIVERS

26.1 The failure of any Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of any such provision and shall not in

any way affect the right of that Party thereafter to enforce such provision.

- 26.2 No waiver in any one or more instances of a breach of any provision hereof shall be deemed to be a further or continuing waiver of such provision in other instances.

27. SEVERANCE

- 27.1 If any provision of this Agreement becomes or is declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such unenforceability shall in no way impair or affect any other provision of this Agreement all of which will remain in full force and effect.

28. TRANSFERS

- 28.1 A Party may not assign, mortgage, transfer, sub-contract or dispose of this Agreement or any benefits and obligations hereunder without the prior written consent of the other Parties except to any statutory successor in title to the appropriate statutory functions.

29. NO PARTNERSHIP

- 29.1 Nothing in this Agreement shall create or be deemed to create a legal Partnership or the relationship of employer and employee between the Parties or render any Party directly liable to any third party for the debts, liabilities or obligations of an other party.

- 29.1 Save as specifically authorised under the terms of this Agreement no Party shall hold itself out as the agent of another party.

30 ENTIRE AGREEMENT

30.1 The terms contained in this Agreement together with the contents of the Schedules and Appendices constitute the complete agreement between the Parties with respect to the Arrangements and supersede all previous communications, representations, understandings and agreement and any representation, promise or condition not incorporated herein shall not be binding on any Party.

30.2 No agreement or understanding varying or extending any of the terms or provisions hereof shall be binding upon a Party unless in writing and signed by a duly authorised officer or representative of each Party.

31 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

31.1 Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

32 GOVERNING LAW

32.1 This Agreement shall be governed by and construed in accordance with English law and, without prejudice to **Clause 24**, shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this Agreement has been executed by the Parties on the date of this Agreement

EXECUTED by
THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA

by:

Signed (Authorised Officer):.....

Name/Position:

EXECUTED BY
THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM

by:

Signed (Authorised Officer):.....

Name/Position:

EXECUTED BY
THE CITY OF WESTMINSTER

by:

Signed (Authorised Officer):.....

Name/Position:

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions shall have the following meanings:

"1972 Act"

the Local Government Act 1972;

"1998 Act"

the Data Protection Act 1998;

"Agreement"

this agreement and the Schedules annexed as may be varied from time to time;

"Arrangements"

the arrangements made by the Parties for combination and integration pursuant to this Agreement, as summarised in **Clause 4**;

"Cabinet Member"

a member appointed by a Party to its executive pursuant to Part II of the Local Government Act 2000

"CEDR"

Centre for Effective Dispute Resolution;

"Chief Executive Officer"

a Party's Head of Paid Services designated pursuant to s.4 of the Local Government & Housing Act 1989.

"Commencement Date"

1 April 2013;

"Data Sharing Protocol"

the information sharing protocol included at **Schedule 6** as amended or replaced by the Parties from time to time.

“Dispute Resolution Procedure”

the procedure set out in **Clause 24**;

“DWP”

Department for Work and Pensions

"Employee Duties"

the duties which a Post Holder performs on behalf of the Employing Party as determined in accordance with their Employment Contract;

“Employee Liabilities”

all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law;

"Employing Party"

in respect of each individual Post Holder the Party that employs that Post Holder. Subject to the subsequent operation of TUPE, the Parties shall agree which Party shall be the Employing Party in accordance with the HR Protocol;

"Employment Contract"

the contract of employment between the Post Holder and the Employing Party;

“Financial Protocol”

the financial protocol included at **Schedule 4** as amended or replaced by the Parties from time to time;

“FOIA”

the Freedom of Information Act 2000 and the Environmental Information Regulations 2004;

“HR”

human resources;

“HR Protocol”

the document entitled “HR and Management Protocol for Establishing and Working in Combined Teams” included at **Schedule 3** as amended or replaced by the Parties from time to time;

“Indirect Loss”

loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or any other basis;

“Intellectual Property Rights” or “IPR”

all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Internal Governance Documents”

each Party’s internal governance documents which includes its constitution, maintained pursuant to s.37 of the Local Government Act 2000, standing orders and procedure rules;

“Combined Working Conflict”

has the meaning given to it in **Clause 17.1.2**;

“Law”

(a) any applicable statute or proclamation or any delegated or subordinate legislation;

- (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- (c) any applicable guidance, regulations, direction or determination with which the Parties are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to it by the other Party; and
- (d) any applicable judgement of a relevant court of law which is a binding precedent in England;

in each case in force in England;

“Lead Authority”

Is the Royal borough of Kensington and Chelsea

“LSPS”

Local Support Payment Service

“Loss”

all damage, loss, liabilities, claims, actions, costs, expenses (including cost of legal or professional services), proceedings, demands and charges whether arising under statute, contract or at common law;

“Month”

a calendar month;

"Non-Employing Party"

in respect of each individual Post Holder the Party that is not the Employing Party;

"Ombudsman"

the Local Government Commissioner for England (or any successor to their functions);

"Party"

each of the Council parties to the Agreement;

“Personal Data”

as defined in Section 1(1) of the 1998 Act;

"Post Holders"

individuals made available by the Parties for the Local Support Service in accordance with the HR Protocol;

“Private Interest Conflict”

has the meaning given to it in **Clause 17.1.1**;

“Relevant Party”

as defined in Section 10(4) of the Children Act 2004;

"Relevant Transfer"

a relevant transfer for purposes of TUPE;

“Representative”

the individual appointed by the Council from time to time (and notified to the other parties) as its representative for the purposes of the Arrangements;

“Sensitive Personal Data”

as defined in Section 2 of the 1998 Act;

“Services”

the services listed in Clause 1.1 of this Agreement

“Senior Leadership Team”

the shared management team for Children’s Services established under **Clause 9**.

“Sovereignty Guarantee”

the principles agreed by the Parties confirming their independence set out in **Schedule 8**

"S113 Duties"

those duties which a Post Holder will perform for and on behalf of the Non-Employing Party being the duties identified in the documentation establishing the Combined Team under the HR Protocol (subject to such variations as may be agreed between the Parties (and, where appropriate, the Post Holder) from time to time);

"Term"

the duration of the Agreement in accordance with **Clause 3**.

"TUPE"

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006 No. 246) as amended;

"Transferee Party"

the Party to whom, subject to Regulations 4 (7) and 4 (9) of TUPE, a Post Holder's employment contract transfers, or a Post Holder contends that his or her employment contract transfers, due to a Relevant Transfer;

"Transferor Party"

the Party who immediately before the Relevant Transfer was the employer of a Post Holder whose contract of employment, subject to Regulations 4 (7) and 4 (9) of TUPE, is subject to a Relevant Transfer or of a Post Holder who contends that, subject to Regulations 4 (7) and 4 (9) of TUPE, his or her contract of employment is subject to a Relevant Transfer;

"Working Day"

8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.

The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant clauses to which they relate.

References to Clauses, Sections and Schedules are references to the clauses, sections and schedules to this Agreement respectively and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.

References to a person or body shall not be restricted to natural persons and shall include a company corporation or organisation.

Words importing the one gender only shall include the other genders and words importing the singular number only shall include the plural.

References to the Parties shall include any statutory successors to those local authorities.

SCHEDULE 2

2.1 Aims, Benefits and Intended Outcomes: The Local Support Payment will provide financial support and advice to vulnerable customers in the event of an emergency or accident or where residents need help to settle or remain in the community.

2.2 Functions: The Local Support Payment will assess entitlement based upon the eligibility criteria agreed by each Tri- borough authority. The Local Support Payment team will provide welfare benefit advice to customers as well a "signposting" to relevant Council services.

Each Tri-borough authority will develop and agree its own Local Support Payment policy including eligibility criteria.

The lead authority will provide monthly reports on claims made, awarded, refused and expenditure. Each Tri-borough authority will be responsible for monitoring its own expenditure and making amendments to the eligibility criteria as they see fit.

2.3 Structure:

The Local Support Service will contain:

- Eight assessment officers who will report to a manager.

SCHEDULE 3: HR PROTOCOL

HR PROTOCOL FOR ESTABLISHING AND WORKING IN INTEGRATED TEAMS

In terms of employment legislation the procedure is for guidance only and does not form part of an employee's contractual rights.

The contents may be subject to revision as required.

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1. Background

- 1.1 Partnership arrangements are being developed to give London Borough of Hammersmith and Fulham, Royal Borough of Kensington and Chelsea and Westminster City Council, hereinafter referred to as LBH&F, RBK&C and WCC respectively the flexibility to be able to respond effectively to our aim of improving outcomes for residents by working to improve the quality, access and effectiveness of services both organisations are accountable for. In many instances this may involve working with other organisations, in wider partnership arrangements to fulfil these aims.
- 1.2 The current joint working arrangements across the 3 Boroughs through the Tri Borough Programme Board signals the strong focus on establishing integrated arrangements where these will have a recognisable benefit on service delivery.
- 1.3 The driver for the establishment of integrated arrangements must be improved provision of services to the customer, and/or reduced costs to taxpayers, so changes will be only undertaken where they can be proven to be of benefit and value for money. The design of integrated teams must reflect the shape and structure of the service to be delivered and, where it is the best option operationally, the arrangements may include developing 'virtual' teams.
- 1.4 The Tri Borough Programme Board will oversee the integration programme. The dedicated workstreams and specialist expertise teams e.g. HR and Finance will be key drivers for assessing the potential benefits of integrating particular teams or functions.
- 1.5 This protocol is designed to provide HR clarity about what working in an integrated team means, and how an integrated team will be created. The existence of such a protocol does not imply that any decisions have been taken on what, if any, teams would be integrated.
- 1.6 The limited number of current integrated arrangements that are already established in England have proceeded and/or evolved on the basis that each of the partners could provide staff to create integrated teams whilst retaining those staff members as their existing employees. Without facilitating primary legislation, it is necessary to develop a locally agreed set of protocols.
- 1.7 It will be for each of the 3 Boroughs to make the necessary arrangements with their own staff to facilitate the development of integrated teams. Such arrangements will be made by way of an amended job/role or management instruction/guidance to staff.

2. Purpose of the Protocol

- 2.1 The purpose of the Protocol is to set out how employment issues will be dealt with in services where staff from each of the 3 Boroughs are working together in integrated teams and in particular, where the staff are managed by an employee of one of the 3 Boroughs or other partners.
- 2.2 This HR protocol reflects the fact that those managing integrated teams will need to be clear about the contractual terms of staff they manage but who are employed by another partner organisation, usually LBH&F, RBKC or WCC with the aim of supporting managers and staff working in integrated teams.
- 2.3 Guiding principles are:
- No integration will take place without due regard for agreed change process
 - To protect the rights and duties of our staff under their contract of employment
 - To ensure staff within integrated teams are treated fairly and equitably
 - To resolve any difficulties and other issues as far as is practicable at local management level
 - To develop a shared set of working standards
 - **To ensure managers receive clear guidance and advice from the respective Human Resource Departments on how to apply HR policies and procedures appropriately.**

3. Clarity in the contractual relationship

- 3.1 The HR policies, procedures and terms and conditions of staff and the statutory obligations of the partner organisations are unchanged by this protocol. Staff employed in integrated teams will continue to be contracted to their current employer on the same terms and conditions provided under the respective individual and organisations contract of employment. Plus:
- The employing organisation remains responsible for exercising the rights and duties of the employer
 - The HR Protocol requires parties to liaise with each other regarding the contracts of employment of those they manage and to take advice from HR staff of the employing organisation where interpretation or formal action under the contract of employment is required
 - Existing and established posts that have become part of an integrated team arrangement should normally be filled on the same and continuing basis unless otherwise agreed between the partners.

4. The status of the Protocol

- 4.1 This protocol :
- will complement, but not replace, the HR Policies and Procedures of the partner organisations. However, where any conflict/disagreement occurs between the protocol and any HR Policies/Procedures, then the HR Policy/Procedure will take precedence;

- In no way affects the statutory obligations of the Partner organisations;
- In no way affects the contracts of employment or terms and conditions of the staff of the Partner organisations; and
- Is designed to support those working in joint or integrated teams.

5. What is an integrated Team?

5.1 For the purposes of building a partnership between LBH&F, RBKC and WCC, an integrated team will usually be based on a mix of the 3 Councils' staff who:

- Will retain their employment role and status with no material changes to their terms and conditions, which means that employees of LBH&F, RBKC and WCC will work alongside each other on the different terms and conditions of each organisation;
- Will be managed by an employee or employees of either of the 3 Boroughs;
- May or may not be co-located with the rest of the team;
- May include colleagues from other partnership organisations;
- Will be part of an identified Team who report through to a designated Director, Executive Director or Chief Executive;
- Will share team goals and objectives but will continue to be subject to the staff / individual performance review process relating to the organisation that employs them;
- Work within a team that can be integrated as part of an organisational restructuring; Can be part of organisation under a joint budgeting agreement; and
- Will work under a S113 arrangement agreed between the three Boroughs

5.2 An integrated team at this point in time will not usually be:

- A team where all members are employed by the same organisation;
- A team involving TUPE processes: roles/employment will not be transferred; and
- A team made up solely of secondees.

6. The Benefits of an integrated team

6.1 The benefits of creating an integrated team must be measured in terms of service quality and improvements as experienced by the customer and improved value for money. This may be in relation to:

- front line services provided by any of the 3 organisations
- Services commissioned by any of the 3 organisations
- Services which are provided to colleagues within the 3 Councils

6.2 An integrated team should improve quality, effectiveness and access to public services..

6.3 There are a range of additional benefits, these include:

- Supporting the 3 Councils' progress and development as Commissioning organisations and ambition to apply the framework to its functions;

- Extending the range of capability, skills and opportunity within the team;
- Career development, including increased opportunities for learning and possibly secondments;
- Significant multiorganisational learning, development and performance improvement;
- Closer inter-professional awareness and trust, developed through a clearer understanding of the roles and perspectives of others in multi professional teams,;
- The potential for the development of flexible role boundaries when combined with a willingness to work differently; and
- Achieving more economic and efficient delivery of service, over time, through unified management of resources and workload.

7. Financial Arrangements

7.1. Lead Managers will need to discuss and agree the financial arrangements underpinning the integrated team arrangement. In all cases, salaries should continue to be paid from the employer's payroll, but there will be cases where a financial contribution from one or both of the other Boroughs is agreed as being appropriate. There are a variety of models which may be suitable depending on the circumstances of the specific team in question. Options include but are not limited to:

- An appropriate charging split agreed between the Councils annually for the cost of the full team;
- The integrated team working across boundaries and time records in order to allocate the correct charge to the correct budget;
- Individual members of staff, within an integrated team, only do work for the organisation employing them, which in turn pays their salary from the appropriate budget.

7.2. Depending on the make up and working practices of the integrated team, it may be appropriate to use a number of these options at the same time, or to pursue a different financial model.

Managers of integrated teams should discuss and agree with the lead Directors or other appropriate officers the most appropriate financial arrangement with the Finance teams from all 3 organisations.

8. Recording agreement to create an integrated team

8.1. When agreement has been reached to create an integrated team, the details of such team, must be recorded using the template.

8.2. The template should be signed by the appropriate lead Directors of the 3 Boroughs and the completed copy will be kept by the HR Departments on behalf of all 3 organisations.

8.3. Any subsequent changes to the financial arrangements must be updated on the template.

9. Recruitment to an integrated team

9.1 In all cases, whether for new posts, reorganisations or replacements LBH&F, RBKC and WCC agree that the terms of the employing organisation will

prevail and the integrity of the terms and conditions and job evaluation processes to determine those terms will be upheld. No individual shall be subject to a hybrid set of terms and conditions.

- 9.2 Regardless of the sources of funding for posts within the team, all staff will be treated fairly and equitably and in accordance with the policies of LBH&F, RBKC and WCC.
- In relation to the appointment of a new member of staff, managers should refer to local policies on recruitment and should work with the appropriate Human Resources team who will advise on applying the following criteria:
 - How the vacancy is to be managed and the nature of the replacement post.
 - Job descriptions should reflect the integrated nature of the structure, the role and duties expected of the post-holder in accordance with integrated team and service requirements.
 - The evaluated salary range
 - The process of advertising; and
 - Recruitment costs.
- 9.3 There might be a joint appointment. Where the post is a joint appointment, the contract of employment will reside with one of the 3 Boroughs and should detail the role and accountabilities reflecting the integrated nature of the joint appointment.
- 9.4 The recruitment process will be in accordance with the employing Borough's policies and procedures and will conform to the principles for safer recruitment.
- 9.5 The manager designated to lead the recruitment process will ensure appropriate use of employer brand, logo and internal / external vacancy circulation appropriate to the posts being advertised. Recruitment literature to reflect the joint nature of the service.
- 9.6 There are separate job evaluation schemes in place in the three Boroughs. The employing Borough will evaluate the post where appropriate.

10. Management Arrangements

- 10.1 This protocol sets out the line management arrangements for an integrated team. The manager of an integrated team:
- Shall have the right to give any reasonable instructions to staff of the Boroughs, who are members of the team
 - Will manage staff in accordance with the expectations of the 3 Boroughs (reflecting the relevant policies and procedures) in matters relating to a range of areas, including but not exclusively relating to :
 - Health and safety;
 - Training and Development;
 - Code(s) of Conduct;
 - Conflict of Interests/Confidentiality;
 - Communications;
 - Performance Management & Appraisal;
 - Recruitment and selection;

- Sickness Management;
 - Annual leave;
 - Grievance and discipline;
 - Whistle-blowing;
 - Bullying and harassment;
 - Work life balance/Improving Working Lives policies;
 - Equal opportunities; and
 - Staff and Trade Union Consultation.
- It must be acknowledged that the management of integrated teams, particularly those that are not co-located, will place additional demands upon the manager of the team. Knowledge of many aspects of the 3 Boroughs HR policies and procedures will be a pre-requisite to applying staff management processes across the team. This will require training and support, with guidance from HR and line management, encouraging the development of managerial confidence and skill.
 - The team manager must clarify roles and set clear outcomes for the team as a whole and ensure that there are regular meetings balanced with one to ones in order to develop team skills and coherence.
 - Clear lines of accountability must be established, including responsibilities and reporting requirements.

11. Training and Development

11.1 The manager of the integrated team should be able to access development opportunities for staff they manage across the 3 Boroughs unless exceptional circumstances prevail where funding is identified (ring fenced) for specific service areas and/or staff groups.

12. Induction

12.1 Consistent induction should be developed across integrated teams.

12.2 Newly appointed team members should participate in a full induction, within their employing organisation, which will be tailored to individual need, to ensure they can operate effectively within the integrated environment.

12.3 Managers of integrated teams must ensure that they undertake a familiarisation session with each team member based on filling in the gaps regarding the knowledge needed to function effectively in the host organisation.

12.4 Managers will receive appropriate induction/management development in accordance with their individual need. All existing, as well as new managers, who are managers of staff from across the 3 Councils, must familiarise themselves with the key policies and procedures of LBH&F, RBK&C and WCC.

13. Performance Appraisal/ Process

13.1 Staff will be performance managed in accordance with their employing Council's contractual policies and procedures.

13.2 All of the staff across the 3 Boroughs are subject to the annual appraisal process which should also include a mid-year review.

- 13.3 Key objectives will be set which support the aims of the team, the organisational priorities and the integrated arrangement. Individual training and development needs will be identified through the process. The 3 Boroughs will provide appropriate training to manager/team leaders to enable them to effectively undertake the relevant appraisal processes for their staff.
- 13.4 To ensure all staff are appraised according to their employing organisations' procedures, all managers of integrated teams, regardless of their own employment status, must ensure that they have good working knowledge of the appraisal procedures applicable for staff at all levels in each of the 3 Boroughs.
- 13.5 This means that the manager of the integrated service/team must clarify his/her responsibilities under their own Council's appraisal scheme as well as those in each of the 2 other Boroughs. Support should be accessed through the employing HR team.

14. Poor Performance

- 14.1 The capability procedure for the relevant employing Borough should be used to manage any problems that arise, irrespective of the employing organisation of the line manager concerned.
- 14.2 Managers contemplating taking formal poor performance action will take advice from the employee's HR service to ensure adherence to contractual procedures.
- 14.3 Any decision to dismiss can only be taken by a senior manager, as identified within the employing organisation's HR policy, based on the recommendation and case presented by the manager of the integrated team, allow the concerned the opportunity to full representation.

15. Grievance

- 15.1 Any grievance issues will be dealt with under the appropriate employing organisation's grievance procedure
- 15.2 It is essential that managers of integrated teams make themselves aware of the timescales under the procedure.
- 15.3 HR advice will be provided, from within the employing organisation on the application of the grievance procedure.
- 15.4 Where one Council employee in an integrated team submits a grievance about an employee in another. HR in the two Councils will identify how the investigation and resolution process should be managed; practically applying the relevant grievance procedure.
- 15.5 Collective grievances or disputes can only be raised by trade unions.
- 15.6 Pay and Terms & Conditions remains the province of the relevant Council, therefore there can be no shared dispute on these grounds.

16. Disciplinary

- 16.1 Any formal action against an employee will be taken under their employing Borough's Disciplinary Policies and Procedures. Where these procedures state the immediate line manager, this will mean the employee's line manager, regardless of the line manager's employing organisation.
- 16.2 Appropriate HR advice from the employing organisation must be sought, , but always in the following instances:
- in all cases of potential gross misconduct;
 - when there is police, fraud or safeguarding involvement;
 - where a trade union representative is involved; and
 - where there is an allegation of bullying or harassment made by an employee of one organisation against an employee of another organisation.

17. Job Evaluation

- 17.1 The Councils use the GLPC and Hay job evaluation schemes at various levels in the separate organisations.
- 17.2 Market supplements may be paid across the 3 Boroughs in line with the employing boroughs policy.
- 17.3 These arrangements will continue, as at present, and will therefore apply to each team member of an integrated team, as appropriate and in line with the policy of their employing organisation.

18. Sickness/Absence Management

- 18.1 Any issues arising from the sickness and/or absence of members of staff within the integrated team will be managed in accordance with the employing organisation's policies and procedures and contract of employment.
- 18.2 Managers will need to be mindful of the relevant trigger points for consideration, under the relevant sickness procedure, in line with the HR and Occupational Health advice available. Appropriate direction will be provided through the relevant HR function.
- 18.3 Line managers will have access to advice from the relevant HR Team/Occupational Health service representing the employing organisation on issues of long-term sickness line

19. Smoking and the Consumption of Alcohol or Drugs

- 19.1 The rules of the employing organisation must be followed with regard to the consumption of alcohol during working hours.
- 19.2 Smoking whilst on duty is allowed only in accordance with the employing organisation's policies and procedures and also in accordance with the policies and procedures of the organisation in whose premises staff are working.

20. Leave

- 20.1 The policies of the employing organisation apply.

- 20.2 The immediate line manager, regardless of employing organisation, can authorise flexi/annual leave for staff. It is the immediate line manager's responsibility to ensure that this is done in a planned manner according to the exigencies of the service. It is the line manager's responsibility to keep a record of staff leave and to ensure that this information is forwarded as required to the relevant payrolls and/or HR Teams.
- 20.3 The immediate line manager, regardless of employing organisation, should in the first instance refer to the appropriate policy and ultimately seek guidance, from the HR team of the employing organisation, regarding Special Leave, Compassionate Leave, Maternity Leave, Paternity Leave and other forms of paid and unpaid leave.
- 20.4 For matters of Maternity and Paternity Leave, the integrated team manager must seek advice as soon as possible. This should be from the relevant HR section of the employer of the member of staff concerned.
- 20.5 For matters concerning Sabbaticals or employment breaks, the integrated team manager must seek advice from the relevant HR section according to the employing organisation of the member of staff concerned.

21. Shared policies and procedures

- 21.1 In adopting the principle of best practice in an integrated service, it is determined that some policies, procedures and protocols may be adopted jointly, regardless of their employing organisation. Individual policies and procedures will make it clear if this applies. Opportunities to integrate and harmonise policies and procedures will be maximised, as will partner organisations commitment to respond joint to new legislation and initiatives.

22. Whistleblowing

- 22.1 The policy of the organisation employing the whistleblower will apply. However, it is accepted that if the member of staff reveals concerns that are related to one or both of the other Boroughs, these will be shared on a confidential 'need to know'/'need to act' basis and managed in accordance with best practice.

23. Code of Conduct

- 23.1 The code of conduct of the employing organisation will apply to its own staff regardless of their place of work and their team/managerial arrangements.
- 23.2 Any local protocols as part of the integrated teams will apply.

24. Equal Opportunities/ Equalities and Diversity

- 24.1 Staff will adhere to the relevant organisation's policy and comply with the requirements regarding Race/Equality Impact Assessments.

25. Bullying and Harassment

- 25.1 The Bullying and Harassment Policies of the relevant organisations will be used and applied in relation to the staff concerned in any bullying/harassment allegations and/or situations.

26. Staff Consultation

- 26.1 Staff consultation processes within each organisation will continue namely informal sessions, and formal meetings. Joint meetings will also be arranged as the HR and Integrated Managers determine, in consultation with the trade unions.

27. Sharing of Information

- 27.1 Information will be shared across the 3 organisations, in relation to the effective operation of the integrated team, with due adherence to any legal requirements e.g. data protection act and any logistical/ICT restraints.

28. Notes

- 28.1 Action initiated under one procedure may be changed to an alternative procedure if investigation of the circumstances indicates this would be more appropriate.
- 28.2 In applying this protocol the council will pay due regard to providing reasonable adjustments under the Disability Discrimination Act 1995 to an employee who has a disability.

29. Compliance

- 29.1 Failure to follow the procedure set out in this protocol may impact on good employee relations and the reputation of the council as a good employer. In addition, it may result in the council breaching employment legislation, incurring financial penalties and / or damage to its reputation.

30. Impact on individual Council Key Priorities

- 30.1 The protocol provides the cornerstone for developing integrated teams, which will be one of the key elements in enabling the 3 Boroughs to deepen and strengthen their partnership working. This underpins service provision and enables each organisation to effectively meet its key priorities.

31. Training and Awareness Requirements

- 31.1 Managers and employees will be informed about this policy and procedure via relevant communication channels.
- 31.2 HR will liaise with directorate management teams to establish and agree support arrangements to assist managers to carry out their responsibilities.

32. Monitoring

- 32.1 HR will be notified of any cases where it is concluded that the policy was breached. The notification will indicate whether there are any changes or

improvements required to the policies, procedure, training, support or any other aspect of the council's approach to dignity at work matters.

32.2 HR will monitor the effectiveness of the policy through information received via feedback from managers and employees through, for example, management team meetings, Employee Surveys and exit interviews, as well as the numbers of employees using this procedure.

33. Review

33.1 This document will be regularly reviewed to ensure relevance and fitness for purpose.

HEALTH AND SAFETY FRAMEWORK

1 INTRODUCTION

- *This agreement supplements, but does not replace the Health and Safety policies and procedures of each of the 3 Councils.*
- *This agreement in no way dilutes or undermines the statutory duties of each of the partner organisations.*

AIMS OF LOCAL AGREEMENT

- *The aim of the local agreement is to ensure that whilst the statutory duties of Health and Safety are met by the 3 Councils, they work together in an integrated manner to assess and manage the risks to the Health and Safety of their staff and others who may be affected by work activities.*

GENERAL PRINCIPLES

- *LBH&F, RBK&C and WCC are committed to achieving the highest level of Health and Safety management.*
- *Every effort will be made to harmonise the Health and Safety policies and procedures of the 3 Councils and to provide clarity for staff of each of the 3 Councils.*
- *The 3 organisations will work towards harmonising the risk assessment process.*
- *The 3 organisations will work toward harmonising the accident /incident reporting and investigation process.*
- *All relevant information obtained from accident/incident investigation will be shared between the 3 organisations.*
- *The 3 organisations will work towards harmonising Health and Safety Training.*
- *The 3 organisations will share between them all relevant Health and Safety information.*

POLICIES AND PROCEDURES

- *The Health and Safety policies and procedures of the relevant organisation will be available to staff in all places of integrated working. This information will be updated and maintained by a designated responsible manager.*
- *A designated manager will be responsible for the fire and emergency arrangements at each integrated location.*

2 RISK ASSESSMENT

- *Designated managers will be responsible for the implementation of the risk assessment process at all integrated workplaces.*

3 INCIDENT REPORTING

- *Until harmonisation of accident/ incident reporting investigation procedures are established, the existing arrangements of the partner organisation will continue.*
- *Where appropriate the results and follow up actions of any investigation will be shared by health and safety managers of each partner organisation.*

TRAINING

- *All line managers will be provided with familiarisation in the Health and Safety procedures and protocols of each partner organisation.*
- *A designated manager at each integrated workplace will be responsible for the arrangement of fire and emergency training and drills in respect of all staff based at the premises.*

INDUCTION

- *The senior manager, regardless of employing organisation, will be responsible for ensuring that all staff receive a comprehensive local Health and Safety induction, as soon as is practicable on joining the integrated service.*

SCHEDULE 4: FINANCIAL PROTOCOL FOR LOCAL SUPPORT SERVICES

Council	Set up Funding	Admin(2013/14)	Admin(2014/15)
Westminster	8,853	187,069	171,469
H&F	5,886	124,372	114,000
RBK&C	4170	88,166	80,768
Totals	£18,909	£399,607	£366,237

Tri-Borough Local Support Payment Administration Cost (2013/14)

Administrative Expenditure (2013/14)	Amount
8 Assessment Officer Salary	£307,000
Operational Management	£11,263
IT maintenance	£15,000
Scanning & indexing post- 10% salary	£2,500
Postage	£2,500
Telephone	£4,000
Re-charges	£2,000
Contingency	£42,844
Total	£387,107

Tri-Borough Local Support Payment Administration Cost (2014/15)

Administrative Expenditure (2014/15)	Amount
8 Assessment Officer Salary	£307,000
Operational Management	£11,263
IT maintenance	£15,000

SCHEDULE 5: S113 ARRANGEMENTS

Names of staff that will be working in the new Tri-borough Local Support Service at the commencement date are listed below.

Where an employee ceases to be employed by a Party the name of any replacement shall be substituted and the Parties shall maintain an accurate and up to date list of employees subject to the S113 Arrangements.

SCHEDULE 7: SOVEREIGNTY GUARANTEE

All three Councils are committed to continuing to represent the needs, priorities and ambitions of local people in their neighbourhoods.

They are exploring reducing costs by working together. They are also keen to take new devolved responsibilities from Government and manage these together, where this makes sense.

Commissioning or delivering services together designed not to change how residents experience services. It is about how to get things done more efficiently.

To safeguard local autonomy the Council confirm:

1. Local residents will continue to elect the same number of councillors to each Council.
2. Each Council will retain its own constitution, setting out how it makes decisions, organises scrutiny and delegates authority.
3. Each Council will continue to set its own council tax and publish its own budget and accounts.
4. Each Council will continue to be able to set out its own spending priorities.
5. No Council can be 'out-voted' by the two other Councils in a way which requires that Council to adopt a policy, accept a cost or change a priority that its decision makers are not willing to support.
6. There will be no change in the name of any of the Council.
7. The costs of changes and the benefits achieved from change will be fairly attributed and shared to the satisfaction of all three Councils, if necessary using mediation.
8. No Council will be obliged to break an existing contract.
9. The boundaries of the areas for which each Council is responsible will not change. Each Council will continue to speak up for its own residents, even where there is an apparent conflict of interest between the boroughs.
10. Each Council will be able to set its own policy for how services are delivered.
11. The Councils will commission service from contractors, voluntary bodies and others together, but can also decide to commission, or grant aid, on their own.
12. Nothing in these proposals is intended to stop Councils developing local ideas about how to support their local communities.

A commitment to shared learning, innovation and value for money

13. The Councils will share what works in service delivery and encourage their neighbours to learn from successful innovation.

14. The Councils will adopt common specifications where these are compatible with each Council's policy objectives and budget preferences and where these are likely to give best value to taxpayers.
15. The Councils commit to a continuing process of exploring how working together might lower costs; be a better platform for developed responsibilities from Government; and/or improve the quality of service delivery.
16. The Councils will commit to exploring how by working together, councillors can enhance the ways in which their Councils deliver their responsibilities.
17. The Councils will expect to keep these arrangements under review, in order to ensure they remain fit for purpose.
18. Any of the arrangements that constitute agreements between the Councils can be ended on notice, though any Council withdrawing will be responsible for its own consequent costs. Any joint external contracts will be covered by the same legal considerations as now.
19. Where shared services arrangements are brought to an end then the notice period will be twelve months, unless a shorter period is expressly agreed by the other parties and the costs arising from termination will be fairly shared between the Councils in a pre-agreed manner.

Tri-Borough Equality Impact Analysis Tool

Conducting an Equality Impact Analysis

An EqIA is an improvement process which helps to determine whether our policies, practices, or new proposals will impact on, or affect different groups or communities. It enables officers to assess whether the impacts are positive, negative or unlikely to have a significant impact on each of the protected characteristic groups.

The tool has been updated to reflect the new public sector equality duty (PSED). The Duty highlights three areas in which public bodies must show compliance. It states that a public authority must, in the exercise of its functions, have due regard to the need to:

- 1. Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited under this Act;**
- 2. Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;**
- 3. Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.**

Whilst working on your Equality Impact Assessment, you must analyse your proposal against the three tenets of the Equality Duty.

General points

1. In the case of matters such as service closures or reductions, considerable thought will need to be given to any potential equality impacts. Case law has established that due regard cannot be demonstrated after the decision has been taken. Your EIA should be considered at the outset and throughout the development of your proposal, it should demonstrably inform the decision, and be made available when the decision is recommended.
2. Wherever appropriate, the outcome of the EIA should be summarised in the Cabinet/Cabinet Member report and equalities issues dealt with and cross referenced as appropriate within the report.
3. Equalities duties are fertile ground for litigation and a failure to deal with them properly can result in considerable delay, expense and reputational damage.
4. Where dealing with obvious equalities issues e.g. changing services to disabled people/children, take care not to lose sight of other less obvious issues for other protected groups.
5. If you already know that your decision is likely to be of high relevance to equality and/or be of high public interest, you should contact the Equality Officer for support.
6. Further advice and guidance can be accessed from the separate guidance document (link), as well as from your service or borough leads:

LBHF Opportunities Manager: PEIA@lbhf.gov.uk or ext 3430	RBKC Corporate Equalities Officer: angela.chaudhry@rbkc.gov.uk 020 7361 2654	WCC Senior Policy Officer: doleary@westminster.gov.uk 020 7641 8024
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Equality Impact Analysis Tool

Overall Information	Details of Full Equality Impact Analysis
Financial Year and Quarter	2012-13 /03
Name and details of policy, strategy, function, project, activity, or programme	<p>Title of EIA: Local Support Payments (New)</p> <p>Short summary: Responsibility for running large parts of the discretionary Social Fund will be transferred from the DWP to local authorities, from April 2013. This is a Tri-borough initiative, lead by RBKC.</p> <p>The current system is overspending in line with budget projections. The government are therefore transferring the discretionary element of the social fund to local authorities to administer. The authority has no choice on funding but can set up its own scheme, the criteria of which must ensure that claims cannot exceed the budget available. This will inevitably adversely impact some of those that currently claim the awards from the DWP. However, there is limited data from the DWP so there is limited information on how certain groups are affected.</p> <p>The DWP have provided limited information on which groups currently use their service.</p> <p>Presently, those applying receive the following:</p> <ul style="list-style-type: none"> • Crisis loans for living expenses (CLLE) are interest-free loans available to anyone (whether on benefit or not) who cannot meet their immediate short-term needs in an emergency or as a consequence of a disaster. Repayments are made directly from benefit where possible. Separate arrangements are made for people not in receipt of benefits. • Community Care Grants are non-repayable grants awarded for a range of expenses including household equipment. They are primarily intended to support vulnerable people to return to or to remain in the community or to ease exceptional pressure on families. Eligibility is conditional on receipt or imminent receipt of an income-related benefit <p>The use of CLLEs has two distinct periods. Up to 2006, take up was relatively steady but since 2006/7, demand and expenditure has risen year on year. Spending in this area has got to the point where it is not possible to fund the year on year increases and this is a major driver for change.</p> <p>The use of CLLEs currently fall into three areas:</p> <ul style="list-style-type: none"> • general living expenses;

- items following a disaster
- alignment payments, meeting an urgent need pending an initial

The new system of Local support payments will cover the 1st two points but alignment payments will remain with the DWP and eventually covered under universal credit.

From April 2013, the current system is being scrapped and the DWP are keen to emphasise that the scheme should not be seen as replacement for current provision; rather a new entity

Under the new system, the scope of which has been decided by central government and is outside of the remit of LBHF, RBKC and WCC, to be entitled to a Local Support Payment:

- You must live in the Borough or have been placed in social housing outside the borough by this authority, or in the case of someone leaving prison, have an intention to move into the Borough, and
- You must be in receipt of a qualifying benefit or you must be due to leave an institution or care home within 6 weeks, and
- You must not have claimed a Social Fund or Local Support Payment in the borough within the past 12 months, and
- there is a serious risk to your own, or your family's health or safety, or
- You must require essential goods and furniture to establish yourself, or to remain, in the community
- The funds for resources you require cannot be claimed from the Department for Work and Pensions, for example assistance via a Budgeting Loan or Advance.

Local Support Payments are intended to cover immediate short-term needs to prevent serious risk to the health or safety of a person or their family or where essential assistance is required to help someone stay in the community. An award in the form of a gift card, voucher or loan may be issued to pay for a specific item or service to meet a need.

In the new system, we will not be making short term loans to those claiming. Payments will be made in the form of a grant as the cost of recovering the small amounts of debt will be too high.

We have amended the eligibility criteria so that only those in receipt of a qualifying benefit can receive an award, we have limited awards to twice a year (you can currently apply for a crisis loan 3 times per year) and the elements currently covered by a crisis loan have been reduced. This represents the DWP's intention as costs in this area have been increasing.

Lead Officers	LBHF Name: Paul Rosenberg Position: Benefits Manager Email: Paul.Rosenberg@lbhf.gov.uk Telephone No: 020 8753 1525	RBKC Name: Paul Ellary Position: Group Leader, Benefits Service Email: Paul.Ellary@rbkc.gov.uk Telephone No: 020 7361 2781	WCC Name: Martin Hinckley Position: Benefits Manager Email: mhinckley@westminster.gov.uk
Lead Borough	RBKC, Andrew.Wilson@rbkc.gov.uk		
Date of completion of final Full EIA	22/11/12		

Section 02	Scoping of Full EIA
Plan for completion	Timing: Autumn 2012 Resources: Andrew Wilson

Analyse the impact of the policy, strategy, function, project, activity, or programme

Analyse the impact of the policy on the protected characteristics (including where people / groups may appear in more than one protected characteristic). You should use this to determine whether the policy will have a positive, neutral or negative impact on equality, giving due regard to relevance and proportionality.

Total number of applications in K & C 2010-11 (including some repeat applications) = 3200
 Total number of applications in H & F 2010-11 (including some repeat applications) = 5750
 Total number of applications in Westminster 2010-11 (including some repeat applications) = 6060
Total = 15,010

We would expect the overall impact to be negative (compared with the current scheme) because the Government's funding for the localised scheme has been cut back to the 2005/6 level (it is not the government intention for local authorities to continue to award at the current levels), but the demand will be at the 2013/14 level.

The distribution of service users among groups with protected characteristics (GPC) is analysed in the table below. This data is taken from DWP data about who used the social fund in 2011-12.

Protected characteristic	Borough Analysis	Impact: Positive, Negative, Neutral						
Age	<p>LBHF <1% under 18 20% 18 – 24 76% 25 – 65 4% over 65</p> <p>The table below shows a comparison between age groups as a proportion of the population above the age 17 compared to current social fund claims. The information on the borough population has been taken from the 2010 borough profile.</p> <p>As can be seen, those that are under 24 use the service more than they are represented within the borough and those over 65 do not use it.</p> <table border="1" data-bbox="757 1353 1686 1428"> <thead> <tr> <th>age group</th> <th>%population above 17</th> <th>% usage</th> </tr> </thead> <tbody> <tr> <td>17-24</td> <td>13.04%</td> <td>21%</td> </tr> </tbody> </table>	age group	%population above 17	% usage	17-24	13.04%	21%	Negative
age group	%population above 17	% usage						
17-24	13.04%	21%						

	<table border="1"> <tr> <td>25-65</td> <td>74.64%</td> <td>76%</td> </tr> <tr> <td>65+</td> <td>12.32%</td> <td>4%</td> </tr> </table> <p>From this, it can be assumed that people in the 17-24 bracket will be affected more by these changes than other age groups. This backs up DWP national data which shows that the increased costs and usage of CLLEs comes from predominately this age group.</p> <p>Furthermore,, because 20% of the applicants are lone parents, children are affected by the proposal.</p>	25-65	74.64%	76%	65+	12.32%	4%	
25-65	74.64%	76%						
65+	12.32%	4%						
	<p>RBKC 1% under 18 19% 18 – 24 76% 25 – 65 4% over 65 Therefore there is no bias against very old or very young people in terms of the applicants. However, because 18% of the applicants are lone parents, children are affected by the proposal.</p>	Negative						
	<p>WCC <1% under 18 11% 18 – 24 78% 25 – 65 10% over 65 Therefore there is no bias against very old or very young people in terms of the applicants. However, because 18% of the applicants are lone parents, children are affected by the proposal.</p>	Negative						
Disability	<p>LBHF Nationally, 27.65% of the expenditure was made to applicants who were classified by the DWP as “disabled”. We have no equivalent local statistic for the social fund data.</p> <p>However, 14.7% of LBHF residents have a limiting or long-term illness. Therefore disabled people can be reasonably thought to be over-represented.</p>	Negative						
	<p>RBKC Nationally, 27.65% of the expenditure was made to applicants who were</p>	Negative						

	classified by the DWP as “disabled”. We have no equivalent local statistic for the social fund data.	
	WCC Nationally, 27.65% of the expenditure was made to applicants who were classified by the DWP as “disabled”. We have no equivalent local statistic for the social fund data.	Negative
Gender reassignment	LBHF Unknown	Negative
	RBKC Unknown	Negative
	WCC unknown	Negative
Marriage and Civil Partnership	LBHF Less than 5% of applications were from couples. The 2001 data (the most recent available) shows 26.13% of couples in the borough are married and a further 13.07% are co-habiting. Couples are therefore less likely to use the service.	Negative
	RBKC Only 4% of applications were from couples.	Negative
	WCC Only 6% of applications were from couples.	Negative
Pregnancy and maternity	LBHF Unknown	Not known
	RBKC Unknown	Not known
	WCC unknown	Not known
Race	LBHF Unknown	Not known
	RBKC Unknown	Not known
	WCC Unknown	Not known
Religion/belief (including non-belief)	LBHF Unknown	Not known
	RBKC Unknown	Not known

	WCC Unknown	Not known
Sex	LBHF 43% single female 52% single male [However, 18% of the single people were lone parents] <5% couples The 2001 census shows that the borough has a gender split of 48% male, 52% female. This information therefore shows that males are likely to use this service. However, this proportion may reduce slightly under the new service as the higher male usage is currently within the claims for CLLE's.	Negative
	RBKC 45% single female 51% single male [However, 18% of the single people were lone parents] 4% couples	Negative
	WCC 42% single female 52% single male [However, 18% of the single people were lone parents] 6% couples	Negative
Sexual Orientation	LBHF Unknown	Not known
	RBKC Unknown	Not known
	WCC Unknown	Not known

As evident from the above, the DWP data does **not** show us the following:

- Gender reassignment
- Marriage and Civil Partnership
- Pregnancy and maternity
- Race
- Religion/belief (including non-belief)

- Sexual Orientation

However, some conclusions can be drawn by extrapolation from other data.

Race

In England and Wales, 16.7% of the population is 'not White British' (ONC 2009 estimate). At a Borough level, 42% of residents in Hammersmith and Fulham belonged to ethnic groups that were not white British (2001 census data). 50.2% of residents in Westminster belonged to ethnic groups that were not white British (2001 census data). 49.9% of residents in Kensington and Chelsea belonged to ethnic groups that were not white British (2001 census data). We do not know what proportions of social fund applicants belong to each ethnic group, but if we assume that the proportions are as above, then we can say that a higher proportion of our applicants will be from non white British groups than the national average.

Religion/belief (including non-belief) (2001 census data)

	H & F	Westminster	K & C	England & Wales
Christian	63.6%	55.0%	62.0%	72.0%
Buddhist	0.8%	1.3%	1.2%	0.3%
Hindu	1.1%	1.9%	1.0%	1%
Jewish	0.8%	4.3%	2.2%	0.5%
Muslim	6.9%	11.8%	8.4%	3%
Sikh	0.2%	0.2%	0.2%	0.6%
Other religions	0.4%	0.5%	0.6%	0.3%
No religion	17.6%	16.2%	15.3%	15%
Not stated	8.6%	8.8%	9.2%	8%

The data shows a higher than average proportion for some non-Christian faiths in the three boroughs, compared with the national average. We do not know what proportions of social fund applicants belong to each faith, but if we assume that the proportions are as above, then we can say that a higher proportion of our applicants will be from non-Christian faiths than the national average.

Disability

It is difficult to know whether the national percentage of social fund applicants who describe themselves as disabled (27.65%) is reflected among applicants in each borough. This is because local authority data is incomplete as not all disabled people are known to the authority. However, census data (2001) suggests that the percentage of residents with disabilities is marginally lower than the national average:

Borough	% of residents with disabilities
H & F	14.7
K & C	13.6
Westminster	14.8
England	17.9

Nevertheless, it is safe to assume that a disproportionately high number of social fund applications in the Tri-borough area come from disabled people.

The table below shows RBKC Freedom Pass data (2004-6) to indicate the kinds of disability that disabled people have:

Learning disability	6%
Mental health problems	32%
Mobility component of 'High Rate Disability Living Allowance' / 'War Pension Supplement	7%
Partially sighted	2%
Physical walking impairment	26%
Respiratory problem affecting physical walking	18%
Profoundly or severely deaf	3%
Refused driving licence	2%
Registered blind	4%

The following table shows the breakdown of freedom passes issued currently in LBHF:

Freedom Pass Issue Basis Summary		
A - Registered blind (not partially)	: 104	(3.95%)
B - Profoundly deaf	: 76	(2.88%)
C - Unable to communicate orally	: 7	(0.27%)
D - Permanent physical disability	: 857	(32.51%)
D - Receipt of DLA	: 665	(25.23%)
D - War pensions mobility allowance	: 1	(0.04%)
E - No upper arms or lost use of arms	: 3	(0.11%)
F - Learning disability	: 153	(5.8%)
G - Barred from driving on medical grounds	: 445	(16.88%)
H - Mental health (support under 1948 act)	: 325	(12.33%)

There is no current WCC data available for this report so the data available for the two borough is used as proxy for the whole tri-borough area, on the basis that the demographic characteristics of the three boroughs are similar.

There is no data available for:

- Gender reassignment
- Marriage and Civil Partnership
- Pregnancy and maternity
- Sexual Orientation

It is not proposed to collect this information as there is not likely to be any equalities impacts on these groups, apart from the pregnancy and maternity group. The offer will include provision for their needs.

Section 03	Analysis of relevant data Examples of data can range from census data to customer satisfaction surveys. Data should involve specialist data and information and where possible, be disaggregated by different equality strands.
Documents and data reviewed	LBHF: 2001 Census, DWP Social Fund statistics. RBKC: 2001 Census, DWP Social Fund statistics. WCC: 2001 Census, DWP Social Fund statistics.
New research	If new research is required, please complete this section No new research is proposed.

Section 04	Consultation
	Complete this section if you have decided to supplement existing data by carrying out additional consultation.
Consultation in each borough	<p>RBKC:</p> <ul style="list-style-type: none"> • Customer Survey of 1400 potential service users • Stakeholder work • Work with the Child Poverty Action Group <p>LBHF, WCC: will use this RBKC work as proxy for the whole Tri-borough area, on the basis that the demographic characteristics of these boroughs are similar to RBKC.</p>
Analysis of consultation outcomes for each borough	<p>LBHF: See Section 05, below</p> <p>RBKC: See Section 05, below</p> <p>WCC: See Section 05, below</p>

Section 05	Analysis of impact and outcomes
Analysis	<p>The high level decisions concerning the localisation of the discretionary social fund have already been made by central Government. The Government's EIA is at http://www.dwp.gov.uk/docs/eia-social-fund-localisation-wr2011.pdf. Therefore this EIA can only inform our detailed proposal, not the overall level of provision.</p> <p>In broad terms, the Tri-borough area has higher proportions of black and ethnic minority groups among its population, compared with the national average. There is no reason to believe that this trend will not be reflected among clients of the new service. Again, in broad terms, a higher proportion of applicants for the current social fund are disabled, and there is no reason to think that this feature will not continue in the new service. Finally, due to the relatively high number of lone parents who access the current service (18% of the applications in each borough), we know that a lot of children are affected by our proposals.</p> <p>Therefore we must ensure that our scheme meets the needs of black and ethnic minority groups, disabled people, and families with children.</p>

Section 06	Reducing any adverse impacts and recommendations
Outcome of Analysis	<p><u>Black or ethnic minority groups</u></p> <p>These groups will include clients for whom English is not their first language. The council already offers translation and interpreters for other services, and this provision will be carried-forward into local support payments. We propose this as mitigation.</p>

Disabled People

Officers have worked with representatives from stakeholder groups including Adult Social Services, and the CAB. We also have some customer insight from the survey responses. As a result of these inputs we propose a service that can be accessed by the following channels:

- Telephone
- On-line
- Via trusted representatives (Social Services and Housing Needs).

For business reasons we are not offering a direct face-to-face channel, but the project group feels that the above range of channels gives an appropriate level of access to our service.

Families with children

- We believe that the proposed channels will give an appropriate level of access to the service.
- Our grants will enable access to goods such as baby food, nappies, etc
- We recognise that to succeed in this area, we need to work closely with other agencies (see below).

In overall terms

- Central Government funding for this scheme will be reduced in real terms, compared with the current scheme.
- Although the administration funding will be maintained at the current level, local authorities will not be able to achieve the economy of scale that the DWP achieve with the current scheme. Therefore this also represents a cut in real terms.


In summary, we will have to run the new scheme with less resources. This means that any client of the new scheme is likely to be negatively impacted, relative to the old scheme. This will inevitably include people in groups with protected characteristics. The mitigation for this is to make the best use of limited resources. To achieve this we will:

- Suppress inappropriate demand by mainly issuing non-cash awards.
- Obtain discounts from stores by issuing store cards bought in bulk, to make the money go further.
- Obtain discounts for furniture, by having a contract with a not-for-profit social enterprise that will include re-furnished goods.
- Work collaboratively with other discretionary funds, for example:
 - Discretionary Housing Payment
 - Children's Act payments

- Charitable funds, for example The Campden Charities and Westminster Save the Children's fund.
- Develop effective signposting to other sources or help and advice, including Children's Services.
- Comprehensive training for staff operating the new scheme.

Section 07	Action Plan					
Action Plan	Note: You will only need to use this section if you have identified actions as a result of your analysis					
	Issue identified	Action (s) to be taken	When	Lead officer and borough	Expected outcome	Date added to business/service plan

Section 08	Agreement, publication and monitoring		
Chief Officers' sign-off	LBHF Name: Position: Email: Telephone No:	RBKC Name: Position: Email: Telephone No:	WCC Name: Position: Email: Telephone No:
Key Decision Report (if relevant)	LBHF Date of report to Cabinet/Cabinet Member: 14/01/12 Key equalities issues have been included: Yes/No	RBKC Date of report to Cabinet/Cabinet Member: XX / XX / XX Key equalities issues have been included: Yes/No	WCC Date of report to Cabinet/Cabinet Member: XX / XX / XX Key equalities issues have been included: Yes/No
Lead Equality Manager (where involved)	LBHF Name: Carly Fry Position: Opportunities Manager Date advice / guidance given: 20 Nov 2012 Email: PEIA@lbhf.gov.uk Telephone No: 020 8753 3430	RBKC Name: Position: Date advice / guidance given: Email: Telephone No:	WCC Name: Position: Date advice / guidance given: Email: Telephone No:

	<p align="center">London Borough of Hammersmith & Fulham</p> <p align="center">CABINET</p> <p align="center">14 January 2013</p>
<p>TITLE OF REPORT</p> <p>H&F CORPORATE PLAN 2012-15</p>	
<p>Report of the Leader of the Council, Councillor Nichoals Botterill</p>	
<p>Open Report</p>	
<p>Classification - For Decision Key Decision: Yes</p>	
<p>Wards Affected: All</p>	
<p>Accountable Executive Director: Jane West, Executive Director of Finance and Corporate Governance</p>	
<p>Report Author: Peter Smith, Strategy Manager</p>	<p>Contact Details: Tel: 020 8753 2206 E-mail: peter.smith@lbhf.gov.uk</p>

1. EXECUTIVE SUMMARY

- 1.1. The H&F Corporate Plan (see Appendix 1) sets out the Council's strategic plans and objectives for the next three years. These are set out under the Council's key priorities.

2. RECOMMENDATION

- 2.1. That the Corporate Plan be approved for publication on the Council's website.

3. REASONS FOR DECISION

- 3.1. The Corporate Plan will serve to inform residents and Council partners of LBH&F's objectives and plans for the next three years and these require Cabinet approval.

4. INTRODUCTION AND BACKGROUND

- 4.1. In 2009 the Council published its last three year Corporate Plan for the borough which set out the authority's plans for delivering the highest quality services at the lowest possible cost to the tax payer. This new plan sets out a programme for the next three years.

5. PROPOSAL AND ISSUES

- 5.1. The objectives and targets for the next three years are set out under the Council's key priorities. These will be subject to annual monitoring of progress.

6. OPTIONS AND ANALYSIS OF OPTIONS

- 6.1. The Council has been producing a Corporate Plan for many years. It is viewed as a means by which Council priorities and strategic objectives can be agreed and laid down for public scrutiny.

7. CONSULTATION

- 7.1. The Plan has been drafted following extensive consultation across all departments of the Council over the course of the past 12 months. It was the subject of discussion at Overview and Scrutiny Board on 27 November.

8. EQUALITY IMPLICATIONS

- 8.1. There are no specific equality implications in agreeing the Corporate Plan.

9. LEGAL IMPLICATIONS

- 9.1. There are no specific legal implications in agreeing the Corporate Plan
- 9.2. Implications verified/completed by: Janette Mullins, Head of Litigation (tel. 020 8753 2744)

10. FINANCIAL AND RESOURCES IMPLICATIONS

- 10.1. The actions proposed in the Corporate Plan will be carried out within agreed budgetary limits.
- 10.2. Implications verified/completed by: Jane West, Executive Director of Finance and Corporate Governance (tel. 020 8753 1900).

11. RISK MANAGEMENT

- 11.1. Progress made in delivering on the objectives and targets set out in the Corporate Plan will be monitored annually and steps taken to improve performance where necessary. The production of a Corporate Plan contributes positively to Risk Number 2 of the Enterprise Wide risk register, Managing the Business Objectives, (public's needs and expectations). The Plan also meets the corporate governance requirements of the Council as outlined in the Chartered Institute of Public Finance and Accountancy document 'Delivering Good Governance' for identifying and communicating the authority's vision of its purpose and intended outcomes for citizens and service users.
- 11.2. Implications verified/completed by: Mike Sloniowski, Risk Manager (tel. 020 8753 2587)

12. PROCUREMENT AND IT STRATEGY IMPLICATIONS

- 12.1. There are no specific implications for procurement or IT strategy in agreeing the Corporate Plan.
- 12.2. Implications verified/completed by: Jackie Hudson, Director of Procurement and IT Strategy (tel. 020 8753 2946).

LOCAL GOVERNMENT ACT 2000 **LIST OF BACKGROUND PAPERS USED IN PREPARING THIS REPORT**

No.	Description of Background Papers	Name/Ext of holder of file/copy	Department/ Location
1.	None.		

LIST OF APPENDICES:

Appendix 1: H&F Corporate Plan 2012-15

Leader's Introduction

In 2009 we published the last three-year corporate plan for H&F Council which set our plans for delivering the highest quality services at the lowest possible cost to the taxpayer. We were ambitious to deliver even more and wanted H&F to become a 'borough of opportunity' with the focus on regenerating deprived parts of the borough and creating more jobs, affordable housing, economic growth and prosperity for our residents.

Now I want to renew our vision for the next three years.

Our key priorities, vision and commitment remains the same. As a Council we want to be:

- Delivering High Quality, Value for Money Public Services
- Tackling Crime and Anti-Social Behaviour
- Ensuring a Cleaner, Greener Borough
- Providing a Top Quality Education for All
- Promoting Home Ownership
- Regenerating the Most Deprived Parts of the Borough
- Setting the Framework for a Healthy Borough

Yet, in addition we are committed to becoming more open, transparent and accountable and more responsive to our residents' needs. Within our new commitments we pledge to:

- Ensure our services are more accessible and responsive; many available 24 hours a day
- Be more open and transparent about how public services are performing
- Involve our residents more in the decision-making process, installing greater confidence in the planning process and making more use of technology to keep residents informed

The next three years will continue to be financially challenging for all councils, yet we are focused on:

Keeping council tax bills amongst the lowest in the country. At a time when living costs are continually increasing we will help residents by keeping council tax bills as low as absolutely possible.

Protecting frontline services by reforming the delivery of public services, combining services with neighbouring boroughs and asking residents to play their part in reducing cost where possible. We will protect services that matter to our

residents the most while delivering the savings demanded of us by the national economic climate.

Continuing to reduce council debt by selling under-utilised assets. We have already reduced debt from £169 million in 2006 to below £100 million in 2012, saving our taxpayers £5 million a year in debt repayments. We will continue to reduce debt.

Providing quality services to our residents, ensuring that Hammersmith & Fulham continues to provide the highest standards in education and greater educational choice; that we continue to reduce crime and anti-social behaviour through our investment in extra town centre police; that our parks are maintained to the highest standards in Britain and our streets remain amongst the cleanest in London.

Our residents consistently say that they are proud to live in Hammersmith & Fulham. We will ensure that it remains one of the best places to live in London with greater choice and opportunity for all.

Cllr Nicholas Botterill
Leader of the Council

Providing a Top Quality Education for All

Both primary and secondary schools in Hammersmith and Fulham have continued to build on previous success and, to ensure this trend continues, we have developed a “Tri-borough” education service together with the Royal Borough of Kensington and Chelsea and Westminster City Council.

Combining back office services in this way will help to protect front line services and ensure that a high quality Education Service is maintained within each borough, while responding to the changing relationship between schools and local authorities.

We will continue to ensure that there is a range of schools for parents to choose from and that there are sufficient places provided throughout the borough. This will include liaison with all new schools, such as Academies and Free Schools, to ensure that the needs of the local community are being met.

We have seen substantial improvement in educational attainment over the last three years across the three boroughs involved in the Tri-borough plans. Along with shared key measures across all three local authorities, a “mandate” has been agreed which specifies the educational outcomes we expect in Hammersmith & Fulham.

What we aim to deliver:

80% of all pupils achieving at least 5 A*-C grades at GCSE including English and maths by end of 2014 (75% by 2013)
At least 90% of schools judged good or outstanding by Ofsted
All schools exceeding the Government’s new floor standards at the end of the primary and secondary phases
An increase in the number of borough residents in local schools
More pupils with SEN statements accessing local provision
A continued reduction in the number of pupils who are excluded from school

Regenerating the Most Deprived Areas of the Borough

H&F is an ambitious Council, intent on creating a 'borough of opportunity' by providing our residents with new education, housing and employment opportunities. Our ambition is evidenced by the fact that H&F, despite being one of London's smallest boroughs, has three 'Opportunity Areas', as classified by the GLA (Earls Court Opportunity Area, White City Opportunity Area and Old Oak). This represents 10% of London's opportunity areas in our borough.

Earls Court Opportunity Area

The plans for the Earls Court Opportunity Area are well advanced and will mark the start of a major new London neighbourhood and cultural quarter bringing jobs, investment and greater choice of housing for local people over 77 acres of land.

Thousands of new homes and jobs will be created as part of the £8billion regeneration scheme - which is the biggest new project in the Capital since Stratford was transformed by the Olympics. The plans, based on Sir Terry Farrell's masterplan, propose the redevelopment of the Earls Court Exhibition Centres, Lillie Bridge London Underground Depot and the West Kensington and Gibbs Green housing estates.

A total of 8,383 new homes will be built, of which 760 will be replacement estate homes and 740 will be additional intermediate affordable homes. The development will include new shops, offices, leisure facilities, public open space, a new school, new transport links, healthcare centre and community centre. It will create up to 9,500 new permanent jobs and 1,500-2,000 jobs per year in construction, based on an approximate total of 36,000 construction jobs over an estimated development period of 20 years.

What we aim to deliver:

7, 500 new homes
9,500 new jobs
Brand new homes for ALL estate residents
New mixed use sustainable neighbourhood
Better housing choice for residents
New mixed use sustainable neighbourhood
Public and private open space
Public transport improvements

White City Opportunity Area

The Council and the Greater London Authority are jointly producing the White City Opportunity Area Planning Framework, which allows for the delivery of a significant number of new homes, student units and jobs in the area. This will include the provision of affordable housing and jobs in the creative and retail industries on the industrial land to the east of Wood Lane.

New social rented homes will be built exclusively for tenants of existing estates in White City West to better meet current housing needs and tackle overcrowding. Subject to further consultation there may be opportunities to offer vacated properties on the White City estates on fixed term, affordable rent tenancies, or to offer low cost home ownership opportunities. For those able to pay, options can include discounted market sale and shared equity. Over the long term, this will enable more mixed and balanced tenure provision and socio-economic mix across the Opportunity Area. Development proposals have been put forward by Imperial College and Westfield. Other landowners are expected to do the same in the next five years.

The White City Estate comprises 2,036 dwellings out of approximately 4,230 dwellings within the opportunity area. 1,492 of the dwellings on the White City Estate are council-owned. The estate is home to around 4,540 residents. It is the second most deprived neighbourhood (based on IMD 2007) in the Borough, and ranked within the top 5% most deprived nationally with regard to income levels and within the 10% most deprived with regard to barriers to housing services. In order to provide opportunities for these residents the White City Challenge was launched in 2012.

The White City Challenge is one of 12 national Neighbourhood Community Budget pilots that seeks to devolve power and funding decisions to the local community. Social enterprises will be established to give residents of the White City Opportunity Area control of their own destiny and to empower the community to tackle long standing problems of worklessness and deprivation.

We will develop a hub for new and small businesses as we recognise that these are significant employers locally; building on our National Skills Academy accredited retail skills service WorkZone at Westfield London and offering businesses training and support in local growth sectors, e.g. retail, hospitality and leisure.

What we aim to deliver:

4,500 new homes of different types (including family houses)
1,260 student units
10,000 new jobs on the industrial land to the east of Wood Lane
More community facilities

More public and private open space
Public transport improvements

Old Oak Opportunity Area

Old Oak Common, which comprises over 90 acres of developable land and is part of the Park Royal Opportunity Area, is located on the edge of Hammersmith & Fulham, but is adjacent to three other boroughs – Brent, Ealing and Kensington & Chelsea. It comprises railway lands and low density industrial uses and is bound by the Great Western Main Line to the south, Kensal cemetery to the east, the West Coast Main Line to the north, and Park Royal to the west. The Grand Union Canal runs through the centre of the area which is also bisected by rail lines making redevelopment difficult and requiring imaginative solutions.

At present the area is land locked with poor local transport access. This has led to a pocket of sustained deprivation in terms of employment opportunities and housing despite being located so close to London’s major wealth creating areas. In total, 15 out of the 33 Super Output Areas within 0.6 miles radius of Old Oak Common are in the worst third of deprived areas nationally (IMD 2010).

Following this Council’s high profile campaign the Government announced this year that as part of the proposed High Speed rail line between London and Birmingham (to be operational from 2026) there will be a major HS2/Crossrail interchange located at Old Oak Common. The Council has developed a vision for Old Oak Common and surrounding area (Park Royal City International) which could lead to 10,000 new homes and 40,000 jobs located within the area. A revised Park Royal Opportunity Area Planning Framework is being developed in partnership with the GLA, TfL and neighbouring boroughs which will set out in more detail the development opportunities and transport/infrastructure investment requirement to achieve the regeneration objectives for the area.

What we aim to deliver:

40,000 jobs in the area
10,000 new homes in the area

Shepherds Bush Market area

Shepherds Bush Market is identified in the LDF Core Strategy and the White City Opportunity Area Planning Framework as a priority location for town centre regeneration. The market has been in decline for a number of years due to lack of investment in its upkeep, promotion and improvement. The Council has encouraged a scheme to be brought forward through the assembly of adjoining land (including its own land ownership) that has the capacity to generate sufficient Section 106 funds to catalyse the regeneration of the market.

An outline planning permission was granted in March 2012 for a scheme of development that contains 212 new residential units and sets out a fully committed £6.9m of s106 investment in repairs and improvements to the market together with business support and funding.

The Council seeks to secure the long term future of the market and a vibrant mixed use destination providing a new focus in the western part of the town centre. The locally loved Bush Theatre has been relocated to the former Shepherds Bush library building and has added considerably to the cultural life of the area.

The Council has facilitated the development of regeneration proposals for the market primarily through the adoption of a Supplementary Planning Framework and land assembly (including acquiring land directly and in future through its CPO powers if necessary).

What we aim to deliver:

212 new homes built.
£6.9m invested in improvements to the market

King Street

Residents will be at the heart of new proposals to regenerate the area around Hammersmith Town Hall - with a height limit of eight storeys for any new developments, i.e. no higher than the current Town Hall extension, which needs to be demolished.

Tri-borough Community Budget

Through the Tri-borough Community Budget programme we will ensure that the opportunities created by economic growth are open to all, and through integrated and coherent joint working ensure we reduce dependency and reward ambition.

What we aim to deliver:

A business friendly environment where every business has the opportunity to grow
Every young person under 25 in a job or in training or education
The conditions that ensure that every resident is supported and encouraged to access opportunity and make a contribution to the economy and local community

Providing Better Housing Opportunities

The rebalancing of the local housing market combined with the imperative to maintain our success in responding to the housing aspirations of local residents and deliver effective homelessness prevention services, places an even greater emphasis on efficiency and customer care. Our response will be to ensure Homebuy sales continue to provide a step up the housing ladder for local residents on moderate incomes and to vigorously promote increased discounts for the Right to Buy. We will also explore innovative ways to introduce home-ownership, including part ownership, to a wider range of residents, including council tenants. We will build on the work of the HB Assist team to minimise the impact of changes to the housing subsidy regime for vulnerable homeless households. Our strengths in these areas are reflected in over 560 Homebuy sales since 2008, in excess of 450 homelessness preventions in 2011/12 and the referral of 724 cases to our multi-agency services for housing, health and care support.

During the coming year we will consult upon and implement a new Housing Strategy, "Building a Housing Ladder of Opportunity." This will set out the Council's priorities to increase levels of home ownership and will focus on three key objectives:

- Delivering major economic and housing growth;
- Tackling economic and social deprivation;
- Managing a better, streamlined council housing service.

At the same time we will bring forward a suite of documents in support of these objectives and make use of new flexibilities within the Localism Act:

- The Tenancy Strategy will seek to maximise the use of social housing resources in the borough through the introduction of fixed-term tenancies for some categories of resident;
- The Scheme of Allocation will give greater priority to households who are working or making some other form of community contribution, including ex-service personnel;
- The Homelessness Strategy will set out the Council's priorities to continue to provide services for vulnerable people and to use new flexibilities in the Act for use of private sector accommodation.

In line with national good practice we are rolling out the process of risk assessing all anti-social behaviour complaints, to ensure vulnerable complainants are supported and will be signing up to the new Respect Standard once it is finalised. We are also reviewing our Tenancy Agreement in consultation with residents to strengthen our response to anti-social behaviour issues.

The work already started with neighbourhood strategies will be extended to other estates to ensure that we are providing local solutions to issues that concern our residents.

What we aim to deliver:

By 2013 vigorously promote the Right to Buy and achieve 20 Right to Buy sales
By 2013 consult upon and implement proposals to build a Housing Ladder of Opportunity.
By 2015, increase to 33% the proportion of lettings to households who are working or making another form of community contribution.

Delivering High Quality, Value for Money Public Services

Over the next three years we plan to merge management structures and back office functions with two neighbouring boroughs: the Royal Borough of Kensington & Chelsea and Westminster City Council. The aim of combining services is to reduce overheads, management and support costs so that a higher proportion of the money available goes to the frontline delivery of those services. H&F and K&C already share a chief executive, halving the cost to local taxpayers.

The proposals come at a time when councils up and down the UK are under huge financial strain because of the national deficit. Local government faces a spending reduction, in real terms, of 28% from 2010/11 to 2014/15.

Already the three boroughs have:

- Combined children's and education services - assessment of children at risk will continue to be done on a borough basis but specialist functions and management will be combined with a single director in charge;
- Combined adult social care with a single director in charge of commissioning services;
- Combined library services;
- Combined corporate support services, including facilities management, IT and HR support;
- Combined some environmental services, on a Bi-borough basis, including leisure, highways, transport, waste, street cleaning and parks.

Each of the three councils will retain its identity, decision making powers and local councilors and will continue to set its own budget and policies. Services key to local areas, such as housing management, licensing and planning will not be combined.

We are three London boroughs that responded quickly to the challenging public spending environment by recognising the efficiencies that can be released through integrating and operating at scale where appropriate, and localising services where this provides the best outcomes. We are all comfortable with having services provided in many different ways, recognising our role as the commissioner of services based on community need within a local environment where the Government has devolved power to communities, police and crime commissioners, schools and clinical commissioning consortia.

In Hammersmith & Fulham we have embarked on a long term procurement process for the market testing and the re-provision of our housing and repair and maintenance service functions, commencing in 2013. A number of our residents will play a significant part in this process and it is anticipated that this will deliver improved service delivery year on year, along with better value and greater satisfaction to all of our tenants and leaseholders.

What we aim to deliver in Hammersmith & Fulham;

The lowest level of council tax possible each year to 2014/15
An increase in the proportion of residents who are satisfied with the way the Council runs things from 62% to 70% by 2014/15
An increase in the proportion of residents who believe that the Council delivers value for money from 55% to 60% by 2014/15

What we aim to deliver Tri-borough:

£7.7m savings in 2012/13, £33.4m by 2014/15 and the overall savings target of £40.4m by 2015/16
An overall reduction in 'the overheads' on direct services to the public by 50%
To ensure that by 2014/15 the costs of overheads and middle and senior management will be a smaller proportion of total spend than in 2010/11

Providing a Cleaner, Greener Borough

The focus remains on cleaner streets and higher recycling rates. Waste containers will be replaced or refurbished where necessary to improve the street scene and we will increase recycling facilities in flats. We will support our Friends of Parks groups, and continue to invest in our open spaces. We will work more closely with the Royal Borough of Kensington & Chelsea and other appropriate organisations to reduce management overheads and work with our residents to maintain and enhance service delivery.

What we aim to deliver:

Annual increases in the recycling rate of household waste
Unacceptable levels of litter to be reduced to 3% of surveyed streets
Unacceptable levels of detritus to be reduced to 2% of surveyed streets
LBHF to be in the top five performing London authorities for levels of street cleanliness
An increased number of parks to be awarded Green Flag status

Tackling Crime and Anti-Social Behaviour

The opening of Westfield London in 2008 has had a negative impact on overall crime figures in the borough. Responding to this emerging priority the Council has negotiated an agreement between Westfield London Shopping Centre and the Metropolitan Police Service which will see a greater police presence in and around the shopping centre, in addition to the enhanced town centre police teams.

In addition to these initiatives the Council is committed to working with persistent offenders to change their behaviour as well as work with other partner agencies to support vulnerable victims of crime.

As part of the Neighbourhood Community Budget pilot, in the White City Opportunity Area, we wish to explore with Government how we can ensure that residents feel connected to the mechanisms and structure of the criminal justice system and feel that it reflects 'justice being seen to be done'. We would like to explore how we can bring the 'workings of justice' closer to communities. We believe that all offenders with non-custodial sentences should be made to work for the community, through payback schemes managed by local voluntary groups. We wish to explore, with London Probation, the possibility of being co-located with them in a neighbourhood office.

The Community Safety Unit is becoming locally based and will mirror structures already adopted for Children's Services with teams based in the North, South and Central locations. The units will take on board a generic problem solving approach with other officers based in these localities.

We will work with the Police, courts, third sector and families to develop the most effective responses to young offenders including prevention of reoffending. This will focus on a pilot with three other local authorities developing rigorous and robust alternatives to custody. We will also carry out structured work with families to reinforce their role in effectively supporting their children to reduce the risk they pose, and protect the public from their behaviour.

What we aim to deliver in Hammersmith and Fulham;

To reduce serious violent crime rate per 1,000 population by 10% in 2013
To reduce serious acquisitive crime rate per 1,000 population by 5% in 2013
To reduce the overall crime rate per 1,000 population by 4% in 2013
To increase the percentage of complainants satisfied with the outcome of the anti-social behaviour complaint to 68% in 2013
To increase satisfaction levels so that 85% of respondents rate the Neighbourhood Wardens service positively in 2013
To increase satisfaction levels so that 85% of respondents rate the Parks Police service positively in 2013

What we aim to deliver Tri-borough:

To reduce the use of custody bed-nights by 11.8% by 2014

Setting the Framework for a Healthier Borough

We will continue to roll out self-directed support where patients will have more choice and control over their treatment and decide the service that is most suited to their own needs.

We will work with the NHS to join up health and social care services, so that they are provided in the local community, rather than in hospital. These services will be targeted at people who are at risk of requiring unplanned hospital and residential care admission. We will aim for them to receive the right care at the right time, so that they can remain independent and stay in their own homes.

Work on the construction of the White City Collaborative Care Centre has begun, with the Centre due to open in 2014. As part of the regeneration of White City it will be a major part of the integration and redesign of health and social care in the borough to promote independence and choice.

While we will continue to maintain a high quality children's social work service to ensure the most vulnerable children are kept safe and have good outcomes through earlier intervention, we will also help vulnerable families to support themselves.

We will redesign and outsource those services which we provide at Rivercourt residential respite service, Coverdale Road residential service, the day centres at Ellerslie Road, Goldhawk Road, Stevenage Road, Imperial Wharf and the meals service.

We will continue the improvements made in relation to the Safeguarding of Vulnerable Adults and develop alternatives to nursing homes in Extra Care settings.

We will build on our relationships across the local health and social care economy through the development of the Health & Well-being Board and work with the local community and third sector and the new Local Healthwatch.

We will build on our work with Westminster City Council, the Royal Borough of Kensington & Chelsea and the Clinical Commissioning Groups to provide the most cost efficient and effective health and social care services for borough residents.

What we aim to deliver:

An increase in the proportion of people, from the current 37.5%, receiving a community based service through self directed support
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An increase in the proportion of people completing a reablement programme who do not require ongoing social care upon completion from the current 35.3%

A reduced percentage of people receiving a social care service who receive this support via a residential or nursing home placement from the current 17.5%
A reduced rate of emergency admissions to acute hospital services

A Responsive, Open and Transparent Council

Over the next three years we will make it easier than ever for residents to access our services. We will involve people far more in decision-making, improve the way we communicate and become an even more open and transparent Council.

Today's lifestyles require a change in approach in the way services are delivered. Over the next three years many of our services will be 24 hours a day, seven days a week via our website. We will make greater use of mobile phone technology to allow people to interact with services and we will localise the delivery of services by enabling residents to use Post Offices to pay for a range of services, from parking permits and council tax to licence applications and homecare support.

We will deliver more online services via the My Account portal, enabling access to a wider range of personalised service information via a single log-in. Services currently being added to the portal include: skip licensing; adult education course bookings; building control applications; housing register applications, and; licensing.

We will develop mobile applications (Android and iPhone) to make it easy for residents to engage with the Council. This will include a 'Report it' application which will allow residents to report fly-tipping and eyesores easily and seamlessly.

We will improve the way we communicate to residents, ensuring that the information that we provide is highly targeted and concentrated around their needs. This will include setting up a system of neighbourhood news alerts designed to use postcode data to inform residents about specific issues in their neighbourhood, from planning applications that have been lodged to road repairs and maintenance.

We will also improve the way we involve people in decision-making and, in particular, increase confidence in the planning process. To help our customers benefit from this change in emphasis, the planning service will re-launch its communication systems, including website, public access, as well as advertise the services widely so that our residents know how to access our services in the most effective way.

We will make it easier for residents to have their say on local issues by setting up regular forums in each of our town centres, while also enabling residents to interact with decision-makers via increased use of social media.

In the White City Opportunity Area we will implement a pilot Neighbourhood Community Budget programme to increase local accountability and decision-making, making sure that the services that are delivered are more tailored

around residents' needs. This will include looking at devolving the delivery of housing repairs and maintenance, while encouraging social enterprises to deliver a range of local employment and training services.

We will also make it much easier for residents to monitor the performance of local public services. The Council was one of the first in Britain to publish all payments over £500. This will be combined with a new 'Open Council' section of the website where residents will be able to monitor the latest performance statistics on services that matter to them the most.

What we aim to deliver:

Increased access to Council services via Post Offices, including: payment of business rates, licensing, fixed penalty notices, parking permits, council tax, rents, service charges and Homecare
80% of transactional services available 24/7 on the Council's website
Performance information on key services within a new "Open Council" section of the website
A tailored neighbourhood e-alert information system for residents with planning information, utility works and other public service information
The localisation of service delivery and decision-making in the White City Opportunity Area

Agenda Item 9

	<p>London Borough of Hammersmith & Fulham</p> <p>CABINET</p> <p>14 January 2013</p>
<p>TITLE OF REPORT</p> <p>CORPORATE PLANNED MAINTENANCE PROGRAMME 2013/2014</p>	
<p>Report of the Leader of the Council, Cabinet Member for Children's Services, Cabinet Member for Community Care</p>	
<p>Open Report</p>	
<p>Classification - For Decision</p> <p>Key Decision: Yes</p>	
<p>Wards Affected: All.</p>	
<p>Accountable Executive Director: Nigel Pallace, Executive Director of Transport and Technical Services</p>	
<p>Report Author: Mike Cosgrave, Head of Professional Services</p>	<p>Contact Details: Tel: 020 8753 4849 E-mail: mike.cosgrave@lbhf.gov.uk</p>

1. BACKGROUND

- 1.1 The purpose of this report is to provide Members with proposals for the 2013/2014 Corporate Planned Maintenance Programme (CPMP) which is a fundamental element of the Council's strategy for dealing with the backlog of maintenance in response to the Asset Management Plan.
- 1.2 The CPMP is an annual programme of works to be carried out to Council properties excluding Housing and Schools which have their own separate programmes. The CPMP is made up of two main elements. The first element (Appendix A) being revenue funded works primarily covering servicing, associated repairs and testing of plant and equipment within buildings. A large element of this is required to meet statutory obligations (fire alarms, emergency lighting, electrical testing,

boilers, lifts, portable electrical appliances, control of Legionella) and is therefore unavoidable. The second element (Appendix B) is capital funded and concerns refurbishment works or the replacement of plant and equipment to buildings and arises from building surveys and bids from departments. This element has much more discretion on what is included in the programme for any particular year.

- 1.3 The opportunity is always taken to incorporate, where feasible, improvements to energy efficiency (e.g. new controls, more efficient equipment, Smart metering or higher levels of insulation) and improvements to access for disabled people (deaf alerts to fire alarms, accessible heights for controls, contrasting colours etc). The CPMP programme also co-ordinates and links to the Council's Removal of Physical Barriers (Disability Discrimination Act) programme in the provision of lifts, ramps and accessible toilets.

2. RECOMMENDATIONS

- 2.1 That the 2013/2014 Corporate Planned Maintenance Programme and scheme budgets (Appendices A and B) be approved, subject to any amendments as agreed for operational reasons by the Executive Director of Finance and Corporate Governance and the Director of Building and Property Management.
- 2.2 That the Corporate Planned Maintenance Programme be monitored, incorporating operational changes made by the Executive Director of Finance and Corporate Governance and the Director of Building and Property Management via progress reports to the Leader.

3. THE 2013/2014 CORPORATE PLANNED MAINTENANCE PROGRAMME – APPENDICES A & B

- 3.1 The unavoidable revenue programme is detailed in Appendix A. The funding requirement has remained the same as the 2012/2013 level of £1.237 million. The following factors should be noted;
 - In previous years a sum has been added to the revenue budget to reflect inflationary adjustments for the major contracts, which would have resulted in an increase of approx 4%. However given the extent of the property rationalisations over the past 12 months no adjustment has been necessary for 2013/2014.
 - It should also be noted that although there has been a reduction in demand on resources as the size of the property portfolio has decreased, to date, this has tended to have been balanced out

by the increase in demand for the associated works flowing from the various areas of Health & Safety compliance.

- The budgetary allocation for asbestos surveys has been maintained at the 2012/2013 CPMP level, to meet the costs of legislative changes in the requirements appertaining to the councils responsibilities for the management of asbestos.

- 3.2 Appendix B provides details of the recommended new capital schemes for 2013/2014 which match resources. It also provides indicative projects for first consideration for funding in 2014/2015 and 2015/2016. However it should be noted that the programmes for 2014/2015 and 2015/2016 are already oversubscribed and hence there is little or no opportunity to bring forward projects currently identified in the un-funded programmes. This will therefore need to be reviewed and prioritised to match the available resources and will subsequently be the subject of the CPMP 2014/2015 report this time next year.
- 3.3 Therefore as in previous years it is proposed that in order to deal with any operational changes to buildings or if urgent but un-funded works become apparent through the year, that the programme be subject to change and scheme substitution by the Executive Director of Finance and Corporate Governance and the Director of Building and Property Management in conjunction with Corporate Asset Delivery Team (CADT). As was the case for the 2012/2013 CPMP, quarterly monitoring (Cost, Progress and Variation) reports will be issued to CADT and the Leaders Asset Management Panel(LAMP) throughout the year.
- 3.4 The budget allocation against each capital scheme is at this stage indicative and subject to change as detailed design, consultation, and procurement are carried out. Historically some projects have cost more and others less than their initial budget allocation but the overall programme is managed and monitored via the quarterly reports to CADT and LAMP to ensure the total expenditure does not exceed resources.
- 3.5 The commitment of any individual capital project over £20,000 is subject to a Cabinet Member Decision (subject to endorsement at Cabinet briefing) providing the schemes falls within the criteria laid down in Contract Standing Orders (Ref 9.4). The overall spend on the programme and forecasted outturns (Capital and Revenue) are monitored via the General Fund, Capital Programme and Revenue Budget monthly reports to Cabinet.
- 3.6 The approval process for this report is as follows:

Report / Programme to CADT meeting :-	15th October 2012
Report / Programme BB Meeting:-	28th November 2012
Report / Programme to LAMP :-	3rd December 2012
Report / Programme to Cabinet Approval :-	14th January 2013

4. THE 2013/2014 CORPORATE PLANNED MAINTENANCE PROGRAMME - FUNDING

- 4.1 The budget for planned maintenance in 2013/2014 comprises £2.5 million capital. This sum must be considered provisional at this stage, as final funding approval will not be obtained until February 2013 at Budget Council. It has not been seen necessary to increase the revenue allocation, in line with inflation, due to the extent of property rationalisation over the past 12 months. Consequently the 2013/2014 level of funding remains as per the 2012/2013 sum at £1.237 million, This sum funds the unavoidable element of the programme which covers servicing and other non-capital works. The unavoidable revenue programme is detailed in Appendix A.
- 4.2 Whilst this level of funding will be able to deal with essential health and safety works, items to maintain wind and weather tightness and be able to continue to address the backlog of maintenance, Members should be aware that there is still a significant backlog outstanding.
- 4.3 As well as allocating capital resources the Council's Asset Management Plan continues to address the issue of backlog maintenance along with developing its Corporate Asset Management Strategy in line with the Councils Medium Term Financial Strategy. The backlog continues to be taken into account through the rationalisation of the Council's property portfolio, helping to identify those properties for disposal or refurbishment. The forward capital programme has prioritised and maintained the allocated £2.5 million capital funding for this purpose in order to continue to address and manage the backlog.
- 4.4 As part of the CPMP, condition surveys of the Council's property portfolio have been carried out during 2011. The information obtained provided invaluable up to date information on the Councils property assets in respect to providing a programme for future maintenance and an up to date assessment of the backlog maintenance liability.

5. TRANSITIONAL ARRANGEMENTS FOR PROGRAMME MANAGEMENT PROCESS AND FEES

- 5.1 As part of the Tri-Borough Total Facilities Management (TFM) initiative, it is proposed that much of the Corporate Planned Maintenance Programme management, professional services and associated construction works will transfer to the new TFM contractor during 2013/2014, on the basis of a single source delivery. Consequently this process will result in a significant amount of financial transfer during the mobilisation period (April 2013 to September 2013), both in respects to the revenue and capital budgets. However this cannot be fully quantified until such time as the procurement process is completed and member approval has been gained, for commitment to the TFM contract. Consequently it is proposed that the financial implications of the TFM on the CPMP 2013 /02014 be reported to the Leader at LAMP as part of the CPMP monitoring process, as and when this information is available.
- 5.2 The professional services currently provided by EC Harris LLP, following previous market testing, will continue to be delivered under their current contract, until such time as the TFM contract is mobilised. It should also be noted that in accordance with the conditions of contract the break clause period has been instigated. Therefore for the remaining operable period of their contract, fees will continue to be calculated on the basis of the tendered schedule of rates, plus the cost of the Client Agent Team, which is funded via an overall percentage fee (15%) to the value of the commissions placed. This process will change with the advent of the TFM and the Tri-Borough client entity, the implications of which will be reported to the Leader at LAMP as part of the CPMP monitoring process.
- 5.3 CPMP projects will continue to be procured via the existing arrangements, until the TFM contractor has fully mobilised and has a robust process in place to achieve a successful transfer of this service area. Consequently there will inevitably need to be resources retained to ensure the residual programme of works are delivered and final accounts etc both for professional services and construction works are settled

6. EQUALITY IMPLICATIONS

- 6.1 An Equalities Impact Assessment has been prepared for this report and is available electronically.

7. FINANCE AND RESOURCES IMPLICATIONS

- 7.1 Provision of £2.5 million is set aside within the 2013/14 Capital Programme for the Corporate Planned Maintenance Budget. Allowance is also provided for the £1,237,000 revenue charge within forward financial estimates.
- 7.2 It should be noted that there is an existing carried-forward Planned Maintenance budget of £5.2m. These funds have been provisionally earmarked and have, in part, been accumulated to fund larger scale maintenance projects. Corporate Finance are liaising with colleagues in the Property department to review, and challenge where necessary, the use of these funds. A full review of the programme will be undertaken before the end of 2012/13.

8. PROCUREMENT & IT IMPLICATIONS

- 8.1 The Council's Contract Standing Orders (CSO) requires that Cabinet approval is given for all tender acceptances or orders to be placed under existing framework agreements where the value equals or exceeds £100,000. An exemption to this provision is contained in section 9 of CSO whereby the appropriate Cabinet Members can approve such tenders or orders where the actual value is below the estimated value and that estimated value has previously been approved by the Cabinet as a key decision. This report asks the Cabinet to approve such schemes for the forthcoming financial year as a key decision.

9. LEGAL IMPLICATIONS

- 9.1 The Director of Law agrees with the recommendations of this report. The Council should ensure that individual projects are procured in accordance with the EU Procurement Rules and the Council's Contract Standing Orders.

LOCAL GOVERNMENT ACT 2000
LIST OF BACKGROUND PAPERS

No.	Brief Description of Background Papers	Name/Ext of holder of file/copy	Department/ Location
1.	Correspondence and details of individual schemes, un-funded programmes, indicative programmes for future years	Mike Cosgrave Extension: 4849	T&TSD/BPM 6th floor Hammersmith Town Hall Extension King Street Hammersmith, W6 9JU
2.	Property Surveys		
3.	Details of Servicing Contracts to Plant and Equipment		
4.	Asset Management Plan (published)	Miles Hooton Extension: 2835	

Corporate Planned Maintenance Programme 2013/2014**Revenue Element**

Electrical Servicing	Fire Alarms/ Emergency Lighting	£ 68,000	
	Security Alarms	£ 74,000	
	Portable Appliance Testing	£ 70,000	
	Electrical Installation Testing	£ 41,000	
	Lighting Protection Testing	£ 5,000	
	Emergency Generators	£ 6,000	
	Car Park Barriers/Automatic Doors	£ 10,500	
	Deaf Alerter Maintenance	£ 13,000	
	Total Electrical Servicing		£287,500
Mechanical Servicing	Plant Maintenance (Contract 1)	£290,000	
	Plant Maintenance (Contract 2)	£150,000	
	Gas Health & Safety Works	£20,000	
	Legionella Prevention / Treatment	£56,000	
	Booster Pumps	£10,250	
	Water Treatment (Heating / Cooling)	£10,250	
	Total Mechanical Servicing		£536,500
Lifts Servicing	Lift Maintenance Contract	£80,000	
	Total Lift Servicing		£80,000
Building Surveying Works	Various Minor Works non capital	£50,000	£50,000
	Sub Total		£954,000
In previous years a sum has been added to the revenue budget to reflect inflationary adjustments for the major contracts, which would have resulted in an increase of approx 4%. However given the extent of the property rationalisations over the past 12 months no adjustment has been necessary for 2013/2014.			£ 0
	Associated Fees		£143,000
	Sub Total		£1,097,000
	Asbestos and Condition Surveys	£ 75,000	
	Maintenance of Approved List Process	£ 15,000	
	The Energy Performance of Buildings Directive (Energy Labelling)	£ 10,000	
	CPMP Programme Management	£ 20,000	
	Asbestos Data Base Management	£ 20,000	
	Total Revenue Element		£1,237,000

PLANNED MAINTENANCE PROGRAMME - DRAFT PROGRAMME 2013/2014

<u>ESTABLISHMENT</u>	<u>WORKS</u>	<u>£</u>		
		<u>*2013/14</u>	<u>*2014/15</u>	<u>*2015/16</u>
105 Greyhound Road	Replace cold water storage	£22,500		
145-155 King Street	Replacement of flooring	£75,000		£50,000
145-155 King Street	External doors and windows			£45,000
145-155 King Street	Renew roof coverings			£120,000
17 Rivercourt Road	Priority internal maintenance and repairs, fabric, mech & elec	£75,000		
176-182 Coningham Road	External redecoration	£10,000		
2 Coverdale Road	Priority internal maintenance and repairs, fabric, mech & elec	£75,000		
22 Exhibition Close Wood Lane Estate	Renew roof covering			£8,500
280 Goldhawk Road	Replace/re-design box gutters	£15,000		
280 Goldhawk Road	Internal maintenance and repairs, fabric, mech & elec		£75,000	
456 Uxbridge Road	Priority internal maintenance and repairs, fabric, mech & elec	£100,000		
456 Uxbridge Road	Replace electrical mains distribution	£7,500		
87 Lime Grove	Priority internal maintenance and repairs, fabric, mech & elec	£75,000		
Bagley's Lane Depot	Replace all rainwater goods, inc. scaffold and asbestos removal		£100,000	
Bagley's Lane Depot	New electrical intake and distribution	£65,000		
Bagley's Lane Depot	Replace heating		£100,000	
Bagley's Lane Depot	External doors and windows		£100,000	£100,000
Bagley's Lane Depot	Internal redecoration			£265,000
Bagley's Lane Depot	Renew flat roof covering	£30,000		£25,000
Bagley's Lane Depot	Replace lighting			£120,000
Broadway Children's Centre	Health and safety upgrades to gas installation	£5,000		
Barons Court Library	Internal Rainwater Drainage Feasibility	£15,000		
Broadway Children's Centre	Replace roof covering	£5,000		
Castletown House (6 Castletown Road)	External masonry and render repairs			£12,000
Castletown House (6 Castletown Road)	Flat roof reflective finish, RWG's and flashings			£14,000
Castletown House (6 Castletown Road)	Internal fabric repair and redecoration, san.fittings			£12,000
Castletown House (6 Castletown Road)	Replace external doors and windows			£20,000
Castletown House (6 Castletown Road)	Replace heating controls and extract to kitchen			£15,000
Castletown House (6 Castletown Road)	Replace lightning protection installation			£12,000
Castletown House (6 Castletown Road)	Resurface paved areas, replace fencing to external areas			£12,000
Cobbs Hall	Replace asphalt roof covering	£110,000		
Cobbs Hall	Internal redecoration			£10,000
Cobbs Hall	Renew GF toilets			£20,000
Cobbs Hall	Replace handrails to roof			£20,000




PLANNED MAINTENANCE PROGRAMME - DRAFT PROGRAMME 2013/2014

ESTABLISHMENT	WORKS	£		
		*2013/14	*2014/15	*2015/16
Cobbs Hall	Replace rainwater goods			£13,000
Edward Woods Community Centre	Replace roof coverings			£16,000
Fulham Central Library	Internal fabric repairs and redecoration			£100,000
Fulham Central Library	Replace toilet fittings			£5,000
Greswell Centre (HAFAD)	Internal repair and redecoration including ceilings	£50,000		
Hammersmith Central Library	External fabric repairs	£275,000		
Hammersmith Central Library	Overhaul roof, replace RWG's, flashings and leadwork	£10,000		
Hammersmith Central Library	Replace timber windows	£20,000		
Hammersmith Central Library	Internal repair to damp area, install DPC	£15,000		
Hammersmith Central Library	Repair or replace faulty heat emitters	£14,500		
Hammersmith Central Library	Repairs to ornate ceiling	£5,000		
Hammersmith Town Hall	Assembly Hall Floor and Door Repair and Restoration	£60,000		
Hammersmith Town Hall	Smart Accommodation Project - Space rationalisation (Phase 1)	£240,000	£500,000	£500,000
Hammersmith Town Hall	Internal repairs and redecorations Phase 1		£150,000	
Hammersmith Town Hall	Overhaul windows, install draughtproofing Phase 1		£140,000	
Hammersmith Town Hall	Repairs to roof and rooflights and assoc'd asbestos removal		£115,000	
Hammersmith Town Hall	Replace and redecorate ceilings to common areas Phase 1		£40,000	
Hammersmith Town Hall	Replace flooring to common areas Phase 1		£30,000	
Hammersmith Town Hall	Replace hot water storage		£20,000	
Hammersmith Town Hall	Internal repairs and redecorations Phase 2			£160,000
Hammersmith Town Hall	Overhaul windows, install draughtproofing Phase 2			£150,000
Hammersmith Town Hall	Replace flooring to common areas Phase 2			£30,000
Hammersmith Town Hall Extension	External wind and weathertight repairs		£10,000	£10,000
Hammersmith Town Hall Extension	Replace electrical distribution boards		£65,000	
Linford Christie Stadium	Artillery Wall Demolish and decontaminate		£500,000	£500,000
Linford Christie Stadium Outside Female Toilets	Repair ext fabric, access ramps, replace door, redecorate			£12,000
Linford Christie Stadium Outside Female Toilets	Replace roof and replace flashings			£5,000
Linford Christie Stadium Outside Male Toilets	External redecoration			£6,000
Linford Christie Stadium Outside Male Toilets	Internal redecoration, flooring and san fittings			£8,000
Linford Christie Stadium Outside Male Toilets	Replace external doors and windows			£6,000
Linford Christie Stadium Outside Male Toilets	Replace roof covering and rwg			£5,000
Linford Christie Stadium Pavilion	Roof covering, rainwater goods, drainage and tank enclosure		£100,000	£100,000
Macbeth Centre	External refurbishment, incl. roofs, windows, doors, dec's, lighting (Phase 1)	£160,000	£200,000	£0
Macbeth Centre	External Refurb; roofs, windows and doors (Phase 2)			£410,000

PLANNED MAINTENANCE PROGRAMME - DRAFT PROGRAMME 2013/2014

ESTABLISHMENT	WORKS	£		
		*2013/14	*2014/15	*2015/16
Macbeth Centre	Internal refurbishment, incl. redec, flooring, lighting		£160,000	
Margravine Cemetery Chapel	External fabric repairs, roof, RWG's, windows			£10,000
Margravine Cemetery South Chapel	Upgrade elec install'n to be compliant and replace lighting	£10,000		
Mortlake Cemetery Chapel	Replace roof covering and external fabric repairs	£25,000		
Mortlake Cemetery Maintenance Yard	Install new electrical services to be compliant	£10,000		
North Sheen Cemetery Maintenance Building	Electrical and mech installation upgrade to be compliant	£20,000		
Paragon Centre	Internal redecoration			£10,000
Paragon Centre	Renew roof covering and replace rooflights			£135,000
Ravenscourt Park Pre School	Replace roof covering and external fabric repair	£60,000		
Ravenscourt Park Pre School	Full rewire			£30,000
Ravenscourt Park Pre School	Replace heating distrib'n pipework, controls and vent extract system			£10,000
Rivercourt Church House	External building fabric repairs including reflective roof finish and replace RW goods			£6,000
Rivercourt Church House	Replace floor coverings			£6,000
Seagrave Lodge	Replace kitchens and internal fabric repairs			£40,000
Seagrave Lodge	Replace RWG's, flashings and ext fabric repairs			£8,000
Spring Cottage	External and internal fabric repairs and decorations			£35,000
White City Community Centre	Replace roof covering and external fabric repairs and repair damp internal walls			£35,500
White City Estate Adventure Playground	Replace boiler			£11,000
White City Estate Drop-in Centre	External and Internal fabric repair including roof soffit and redecoration			£6,000
White City Estate Drop-in Centre	Replace lighting			£22,000
Wormwood Scrubs Maintenance Depot	Replace roof covering and external fabric repairs			£16,000
Parks, Cemeteries and Open spaces	Decorations / repairs to fences, walls, surfaces and street assets (Rolling programme)	£55,000	£50,000	£50,000
Various Buildings (rolling programme)	Security alarm upgrades to comply with ACPO policy	£30,000	£30,000	£30,000
Various Establishments	Replacement of A/C units to various Buildings / Comms rooms.	£20,000	£20,000	£20,000
Various Establishments	Fire Risk Assessments and associated works (Phase 2)	£50,000	£50,000	£50,000
Various Establishments	Energy initiatives (including the installation of SMART Auto Meter Reading - Rolling Programme)	£100,000	£100,000	£100,000
Various Establishments	Removal of high risk asbestos	£125,000	£60,000	£60,000
Various Establishments	5 Year Fixed Electrical Testing Essential Works	£55,000	£20,000	£20,000
Various Establishments	Fire alarm renewals and upgrades, emergency lighting upgrades	£25,000	£25,000	£25,000
Various Establishments	Water tank replacement and works resulting from Legionella Prevention / Treatment reports	£25,000	£60,000	£60,000
Various Establishments	Boiler replacement programme	£30,000	£25,000	£25,000
	Total	£2,174,500	£2,745,000	£3,737,000
	Fees	£326,175	£411,750	£560,550
	Grand Total	£2,500,675	£3,156,750	£4,297,550

Executive Decision Report

<p>Decision maker(s) at each authority and date of Cabinet meeting, Cabinet Member meeting or (in the case of individual Cabinet Member decisions) the earliest date the decision will be taken</p>	<p>Cabinet</p> <p>Date of decision: 14 January 2013</p>	
	<p>Councillor Fiona Buxton, Cabinet Member for Adult Social Care, Public Health and Environmental Health</p> <p>Councillor Rock Feilding-Mellen, Cabinet Member for Civil Society</p> <p>Date of decision (i.e. not before): 7 January 2013</p> <p>Forward Plan reference; 03911/13/C/A</p>	
	<p>Councillor Nicola Aiken, Cabinet Member for Children, Young People & Community Protection</p> <p>Councillor Anthony Devenish, Cabinet Member for Public Health and Premises</p> <p>Councillor Rachael Robathan, Cabinet Member for Adult Services</p> <p>Date of meeting or formal issue: 7 January 2013</p>	
<p>Report title (decision subject)</p>	<p>THE IMPLEMENTATION OF THE TRI-BOROUGH ADULT REDUCING REOFFENDING SERVICE</p>	
<p>Reporting officer</p>	<p>LBHF: Executive Director for Environment, Leisure and Residents Services and Tri-Borough Executive Director of Adult Social Care</p> <p>RBKC: Director of Strategy and Local Services and Tri-Borough Executive Director of Adult Social Care</p> <p>WCC: Strategic Director of Street Management and Tri-Borough Executive Director of Adult Social Care</p> <p>Public Health: Director of Public Health</p>	

Key decision	Yes
Access to information classification	Public

1. EXECUTIVE SUMMARY

- 1.1. The report seeks approval for the implementation of a 2 year pilot to tackle adult reoffending across the Tri-borough, targeted predominately toward those offenders who have been sentenced to fewer than 12 months in custody – known as Short Sentenced Prisoners (SSPs). The report asks for a realignment of grant funding from the Mayor's Office of Policing and Crime (MOPAC) and Public Health, previously assigned to the Drug Interventions Programme, for the establishment of a Tri-borough Reducing Reoffending Service, as described in the Community Budgets business case recently approved by Government.
- 1.2. The service model has been designed on the basis of a realignment of both MOPAC and Health funding that has in previous years been employed to commission the Drug Interventions Programme (DIP).
- 1.3. The Drug Interventions Programme (DIP) was introduced in 2003 by the Home Office. Its principal focus is to reduce drug-related crime through effective engagement with problematic drug users, (heroin and crack cocaine users) and to refer them into appropriate treatment and support. Individuals who are arrested for acquisitive crimes, or identified as potential drug users with a substance misuse need, are drug tested in police custody and if positive, are required to be assessed for drug treatment. Non compliance with the assessment is an offence. DIP staff also work at local magistrate courts and within prisons to ensure that drug using offenders are linked in to treatment services, whether in the community or prison. Treatment services for all substance users, including offenders, are funded separately through the pooled treatment budget from the Department of Health.
- 1.4. The new programme will mean that offenders will no longer receive support through the Drug Interventions Programme. However, new measures will be introduced that will ensure that all offenders in Police custody will be offered drug testing and a preliminary health screening. This will increase the numbers of offenders identified at an earlier stage in both their substance misusing and offending patterns. All offenders receiving sentences of over 12 months will continue to be supported by the Probation Service. These measures will broaden access for all offenders (including those that would have otherwise accessed DIP services) to appropriate specialist services to support improvements across a number of domains including substance misuse and offending.
- 1.5. This change in approach is very much in line with national and regional policy, and in practice means that (i) we will be targeting resources at offenders who are more predisposed towards rehabilitation and resettlement and (ii) taking a more cohesive approach to their needs including substance misuse; not just class A drugs as per the previous Drug Interventions Programme model.
- 1.6. The proposed new service model aims to achieve a 10% reduction in the offences committed by the SSP cohort across the Tri-borough. A completed cost benefit analysis indicates that this reduction in offences will achieve a £25 million saving over a 5 year period, realised through the reduction in the cost of the

offences, impact on the community and a significant reduction in court and custody costs. The table below shows a breakdown of the fiscal and economic benefits over a 5 year period.

Savings		Financial Year					Total
		Yr1	Yr2	Yr3	Yr4	Yr5	
		2013/14	2014/15	2015/16	2016/7	2017/8	
Discounted Savings (£m)	Communities and the Economy	1.2	2.3	2.2	2.1	2.1	9.9
	CJS Savings	1.8	3.5	3.4	3.3	3.1	15.1
	Total	3.0	5.8	5.6	5.4	5.2	25.0

2. RECOMMENDATIONS

- 2.1. That approval be given to the implementation of a new service model for a 2 year pilot period to reduce reoffending incidents by adult prisoners sentenced to fewer than 12 months in custody.
- 2.2. That approval be given to agree to release the funds from the Mayor's Office for Policing and Crime and from Public Health grant to support the 2 year pilot programme,¹ subject to sufficient funds being allocated to the Tri-borough.
- 2.3. That approval be given to the decommissioning of the current approach to the delivery of the Drug Interventions Programme across the Tri-borough.
- 2.4. That approval be given to the new governance arrangements to oversee the implementation of the two year pilot of a Tri-borough Reoffending Board attended by senior officers and partner agencies which will report into all three separate community safety partnerships to ensure robust performance management and accountability across the Tri-Borough.
- 2.5. That Westminster City Council act as the lead commissioner for the implementation of the Reducing Reoffending Service as set out in this report.

3. REASONS FOR DECISION

- 3.1. **Importance of shifting focus and resources to SSPs**
- 3.2. Short sentenced prisoners have a negative impact on communities; their main offence types are those visible to the local community, such as theft, burglary and motor vehicle offences. The 'revolving door' of SSPs returning to the community adds to negative feelings of safety and to the perception that the current system is not working. A shift in focus to these offenders will also offer better value for money as it will aim to reduce reoffending incidents before an offender becomes

¹ All costs have been achieved by taking into account a 12% reduction in grant funding year-on-year. Sensitivity analysis has been conducted which shows that even with a 30% cut, the two year pilot is still affordable.

prolific and before their offending worsens and they are sentenced to a longer custodial sentence.

3.3. Agreement of funding

- 3.4. It is recognised that funding from MOPAC and Department of Health via Public Health has yet to be formally committed. Notification of Public Health allocation is expected in early January 2013. MOPAC still awaits the notification from the Home Office of the final settlement figure which is anticipated in late December, although confirmation of total funds for Tri-borough will only be announced following submission of a business case in February and upon agreement of the proposals which is due to take place in mid to late March. However, in order to establish a service in the next financial year, the decommissioning process and procurement process needs to begin in early 2013, therefore approval is required in January 2013 to enable these processes to begin.
- 3.5. Following advice from Procurement officers in Westminster City Council, it is proposed that the service specification in the invitation to tender will include a funding range for the new service model, to allow for flexibility should funding for the new service be less than expected.
- 3.6. There is a lack of clarity as to whether funding will be released on an annual basis or whether funding could be secured over three years (conversations have taken place with MOPAC about this but there has been no official confirmation), however, the procurement process will allow for annual break clauses to ensure there is no risk to the local authorities.
- 3.7. Once funding settlements have been agreed and we are clear on the allocation of funds to the Tri-borough from MOPAC and Public Health, Cabinet Members will be asked to approve the exact levels of funding proposed to fund the new service. This will be based on the service model costings and the proportions required from each borough will take into account data anticipated in January which will give a more detailed picture of the number of short sentenced prisoners in each borough.

4. BACKGROUND

- 4.1. The Tri-borough authorities were successful in becoming one of four national pilots to work in collaboration with central government to develop whole place community budget proposals between April and October 2012. As the only whole-place pilot in London, the three authorities have fundamentally rethought public service delivery in a number of areas – shifting focus away from silo's, organisational constraints, geographical boundaries and ring fenced budgets to focus on outcomes for people and place. The result is a set of practical and deliverable propositions that set out smarter ways of working to tackle a range of complex social and economic issues.

- 4.2. The Reducing Reoffending business case proposed the shift of discretionary spend on adult reoffending services across the Tri-borough from those receiving over 12 months in custody to those receiving 12 months or less in custody; this included decommissioning DIP in its current form. The new model helps the Community Safety Partnerships to deliver on their statutory duties to reduce reoffending.
- 4.3. The six Cabinet members from across the Tri-borough were briefed in Cabinet Member meetings and via Cabinet Member briefing notes prior to submission of the business case on 31st October 2012. A Tri-borough meeting of Community Protection Lead Cabinet Members took place on 18th September where it was agreed by the three Councillors to submit the Reducing Reoffending business case as part of the Community Budgets offer in October. Separate meetings have taken place with Councillors Robatham, Buxton and Ginn who agreed to the submission of the business case.
- 4.4. Senior officers have been consulted across Public Health, Adult Services Commissioning and through a full consultation process with each borough's community safety partnership.
- 4.5. Positive feedback has been received from Whitehall for the reducing reoffending business case. The analysis is considered to be robust and the proposal deliverable.
- 4.6. Work now needs to commence on preparing for implementation and therefore approval is sought for the recommendations listed in this Cabinet Member Report.

5. PROPOSAL AND ISSUES

- 5.1. **To implement a new service model for a 2 year pilot period to reduce reoffending incidences by adult prisoners sentenced to fewer than 12 months in custody.**
- 5.2. The Community Budget business case outlined a new service model for reducing reoffending across the Tri-borough. It proposed the shift of discretionary spend on adult reoffending services across the Tri-borough from those receiving over 12 months in custody to those receiving 12 months or less in custody. It was identified that reoffending across the Tri-borough has continued to increase in recent years. Short sentenced offenders are disproportionately likely to reoffend, with 52% reoffending within one year of release, compared to 39% for those sentenced to over 12 months. They are also disproportionately represented in the criminal justice system and often go on to commit more serious offences. They also have a significant impact on their local communities, committing crimes such as theft, vehicle offences and burglary.

- 5.3. The business case proposed the decommissioning of the Drug Interventions Programme, which is no longer a statutory requirement by the Home Office. Reducing reoffending is also one of three priorities for MOPAC, as outlined in their recent mission statement. Stephen Greenhalgh, Deputy Mayor for Policing and Crime, is keen for Tri-borough to implement the pilot, working alongside MOPAC, to trial it as a way of working differently between MOPAC and local authorities. MOPAC have allocated an officer to support the commissioning and implementation of the new service, and Tri-borough will report into the MOPAC reoffending performance group to support regional development in this area.
- 5.4. In its place, the Tri-borough will establish a Reducing Reoffending Service, which will cost £2 million in year 1 and £1.8 million in year 2. The cost is higher in year 1 allowing for commissioning, implementation and evaluation costs. The new service model will consist of the following:
- a reducing reoffending team, which will work with a cohort of short sentenced offenders within custody and into the community providing preliminary screening to all offenders going through custody suites and to identify health issues such as drug misuse, alcohol misuse, mental health and learning difficulties.
 - targeted interventions, both mainstream and specialist, bespoke to the needs of short sentenced offenders
- 5.5. The model seeks to reduce reoffending incidents by SSPs by 10%. A performance framework will be developed, in consultation with key stakeholders, including the Financial Investment Model steering group for London, which Tri-borough has been invited to sit on and the data management group led by MOPAC.
- 5.6. This model has been supported by our partners with both the Metropolitan Police Service (MPS) and Probation Service planning to realign resource to support the new service.
- 5.7. **To agree to release the funds from the Mayor's Office for Policing and Crime and from Public Health grant to support the 2 year pilot programme.**
- 5.8. The Reducing Reoffending model requires the realignment, at a reduced rate of funding than was previously committed from the Home Office via MOPAC and the Department of Health via Public Health to offenders on DIP. It will be redirected to the Reducing Reoffending Service focussing on early screening of all offenders and intensive support and supervision to SSPs.
- 5.9. The three boroughs have yet to receive confirmation from both MOPAC and Public Health on the 2013/14 grant allocation. Notification of Public Health allocation is expected in early January 2013. MOPAC still awaits the notification from the Home Office of the final settlement figure which is anticipated in late December, although confirmation of total funds for Tri-borough will only be announced following submission of a business case in February and upon

agreement of the proposals which is due to take place in mid to late March. The model developed in the Community Budget proposal has been based on a 12% reduction in grant, as per the previous financial year.

- 5.10. Sensitivity analysis on the costs of the service model has been completed, which sets out that a two year pilot is affordable, even if there is a 30% reduction in grant funding. Approval for the release of funds is only being asked of Cabinet Members if funding cuts do not exceed 30%.
- 5.11. The proposal requires all of the MOPAC funding previously committed to DIP and a smaller proportion of the Public Health funding, which will then be focussed on achieving the Public Health Framework Outcomes - (i) reducing reoffending, (ii) successful completion of drug treatment and (iii) people entering prison with substance use issues not previously known to community treatment.
- 5.12. It should be noted that DIP funding has always been focussed on referring offenders into treatment and rather than the actual drug treatment programmes.
- 5.13. **To decommission our current approach to the delivery of the Drug Interventions Programme across the Tri-borough.**
- 5.14. In order to release funds into the new Reducing Reoffending Service, the contractual arrangements for the delivery of the current DIP model need to cease and not be extended past the 30th September 2013 which is when the contract with Blenheim Community Drugs Project (BCDP) relating to the criminal justice elements come to an end in Hammersmith and Fulham and Kensington and Chelsea. However the contract for open access to treatment provision for substance misuse will continue.
- 5.15. In Westminster the criminal justice element of Westminster Drug's Partnership (WDP) contract will need to be decommissioned, as we are only 3 years into a 5 year contract, with annual break clauses. Clause 38.10 in the WDP contract states the service may be terminated or varied giving as long notice as possible if funding is decreased/stopped. The overall WDP contract for treatment provision will continue.
- 5.16. Across the Tri-borough, work will be carried out to ensure effective interim arrangements to be delivered by BCDP and WDP between 1 April and 30 September 2013. The commissioning and procurement of the new service will run in tandem with the revisions to the current substance misuse contracts, with the plan for the new provider to be appointed in August, and for the new service model to be fully operational in September 2013.
- 5.17. **To approve new governance arrangements to oversee the implementation of the two year pilot.**
- 5.18. A Tri-borough Reoffending Board attended by senior officers across Tri-borough and from partner agencies will report into all three separate Community Safety

Partnerships to ensure robust performance management and accountability across the Tri-Borough.

- 5.19. The purpose of the group will be to oversee the successful implementation of the Tri-borough Reducing Reoffending service as well as providing strategic direction, advice and challenge to the development, implementation and delivery of all partnership activity aimed at reducing reoffending across the Tri-borough. Any necessary further formal decisions will be obtained through the correct formal channels.
- 5.20. A Tri-borough group will help to ensure the flow of data and information across the three boroughs and will reduce resource commitments for governance.
- 5.21. It is proposed that the Tri-borough Reoffending Board will also oversee Troubled Families and YOS reoffending data to ensure links and ways of working together are explored.
- 5.22. **To approve that Westminster City Council acts as the lead commissioner** for the implementation of the Reducing Reoffending Service.
- 5.23. It is proposed that Westminster City Council take the lead role in commissioning the service, with the Strategic Crime Commissioner and Senior Commissioner for Tri-borough Substance Misuse and Offender Care jointly commissioning the service. This is a continuation of the current situation where Westminster have led on the development of the new model for the duration of the Community Budgets programme, with support from Tri-borough colleagues who sit on the project and implementation group. Furthermore, Westminster City Council will receive the greatest proportion of MOPAC funding in 2013/14 and will host Public Health for the three boroughs.

6. OPTIONS AND ANALYSIS

- 6.1. There are three main options for Cabinet/Cabinet Members to consider, listed below, alongside the potential risks of not developing the Tri-borough Reducing Reoffending Service:

<p>a. Reject and continue to fund current DIP approach</p>	<ul style="list-style-type: none"> • Funding is reducing and is no longer being ringfenced to DIP; therefore the contracts will need to change.
	<ul style="list-style-type: none"> • The drug picture nationally is changing and current arrangements need to be changed to move away from a focus on solely Class A drugs and instead incorporate all drugs and alcohol issues.
	<ul style="list-style-type: none"> • Despite DIP having been in place for several years reoffending rates across the Tri-borough have continued to increase.

	<ul style="list-style-type: none"> • A stronger case for long-term funding and for a new financial model will be difficult to make unless Tri-borough revises DIP – potentially missing out on the opportunity to take part in payment by results (PbRs) nationally.
b. Fund nothing	<ul style="list-style-type: none"> • MOPAC require Local Authorities to submit a business plan which fits into their strategic priorities - reoffending is one of their three priorities so Tri-borough would need to demonstrate how we are meeting this priority locally. Reducing Reoffending is also a Public Health priority in the Public Health Framework. • It would remove Tri-borough from having any involvement or stake in new funding models/PbR approaches favoured by the government. • Treatment providers would not have referral mechanisms • It is a statutory duty for Community Safety Partnerships to formulate and implement a strategy to reduce reoffending.
c. Only release MOPAC funding for the new service (with Public Health continuing to fund a small scale DIP/custody referral service)	<ul style="list-style-type: none"> • There would not be enough resource to ensure an end to end approach from police custody, through prison and into the community • It would not be cost effective to run a small Reducing Reoffending service for SSPs and small custody referral service due to duplication and doubling up on commissioning and performance, plus multiple points of contact, assessment and referrals for offenders. • The 2 year pilot will develop an investment model which will reduce commitment from MOPAC and Public Health and realign investment with agencies benefitting from a reduction in reoffending, such as Ministry of Justice

6.2. For the reasons highlighted alongside the 3 options listed above, it is recommended that both MOPAC and Public Health funding is released for the

establishment of an end-to-end Reducing Reoffending Service. The work over the last 8 months, including analysis of data and funding, consultation and engagement with practitioners and service users, has ensured that we have selected the cohort which will help Tri-borough achieve the best outcomes in terms of reducing reoffending.

7. CONSULTATION

- 7.1. The Reducing Reoffending business case and new service model were devised following extensive consultation with practitioners, partner agencies, external stakeholders, MOPAC, Ministry of Justice, Home Office and service users. Versions of the business case have been circulated to all 6 Cabinet Members. Wider consultation has taken place at the Leader's Group. Key senior officers have also been briefed.

8. EQUALITY IMPLICATIONS

- 8.1. We anticipate positive equalities benefits for offenders in police custody suites as the new model will widen support from those with a Class A substance misuse issue to all offenders with drug and alcohol issues, mental health issues and learning difficulties. We are still in the process of trying to obtain personalised data on short sentenced offenders across the Tri-borough which will help provide a greater understanding of the size of the cohort and the needs of the cohort. Significant progress has been made with NOMS in obtaining data on SSPs across Tri-borough and further work will be carried out. No negative equalities implications are expected but equalities impact assessments will be carried out as part of the preparation for implementation.

9. LEGAL IMPLICATIONS

- 9.1. The process which is required to release the funds into the new service will have legal implications. The decommissioning process and timeframes will adhere to contractual arrangements with providers. Full consideration will be given to TUPE issues during decommissioning and commissioning of the new service.
- 9.2. The current RBKC/H&F contract with Blenheim CDP runs till the 30 September 2013. This will dovetail with the commissioning of the new service therefore reducing the impact of decommissioning. Westminster Drug Project has accepted contract variation from March 2013 in respect of the custody referral element of DIP.

10. FINANCIAL AND RESOURCES IMPLICATIONS

- 10.1. There are financial implications as Members are asked to agree to release the funds from the Mayor's Office for Policing and Crime and from Public Health grant to support the 2 year pilot programme.
- 10.2. Due to the length of time it will take to decommission DIP and commission the new service and to enable the service to be up and running for at least 6 months in 2013/14 so that performance can be reported back to funders, Members are asked to approve the allocation of funds prior to formal receipt of grant funding from MOPAC and Public Health. It is understood that this is risky in the sense that we are not completely clear on how much funding we will receive, as funding cuts are expected.
- 10.3. Once funding settlements have been agreed and we are clear on the allocation of funds to the Tri-borough from MOPAC and Public Health, Cabinet Members will be asked to approve the exact levels of funding proposed to fund the new service. This will be based on the service model costings and the proportions required from each borough will take into account data anticipated in January which will give a more detailed picture of the number of short sentenced prisoners in each borough.
- 10.4. The service model has been costed with an expected 12% cut in grant. The current service model would result in reduction in request for financial support from the Public Health allocation of £721,000 in 2013/14, when compared to current in year contribution. The table overleaf illustrates this reduced allocation, as well as giving an indication of the proportion required from the grant funding anticipated from MOPAC and Public Health. It also indicates the potential reduced cost of the new service model if funding levels from MOPAC and Public Health grant were to stay at current levels.

Borough	DIP allocation	2012/13 DIP allocation	2013/14 (with 12% expected reduction in grant)	2013/14	2013/14	Worst Case	Best Case
			grant contribution required	Cost of New Service	grant contribution required	2013/14 surplus	2013/14 surplus
		£'000	£'000	£'000	£'000	£'000	£'000
LBHF	MOPAC	308	271		271	0	37
	PTB	555	489		289	200	266
	Sub -Total	864	760		560	200	303
RBKC	MOPAC	259	228		228	0	31
	PTB	486	428		253	175	233
	Sub -Total	745	655		481	175	264
WCC	MOPAC	513	452		452	0	62

	PTB	964	848		502	347	462
	Sub -Total	1477	1300		953	347	524
Tri-Borough Total		3085	2715	1994	1994	721	1091

- 10.5. Calculations have also been made in order to understand the maximum level of grant reduction that would enable the service to still be financially viable over 2 years. Sensitivity analysis sets out that a two year pilot is affordable, even if there is a 30% reduction in grant funding. Approval for the release of funds is only being sought by Cabinet Members if funding cuts do not exceed 30%.
- 10.6. The Tri-borough Director of Finance for Adult Social Care comments that the cost of the proposals can be met from public health grant and MOPAC, based on a best and worst case scenario. Savings from the pilot, should it be successful, can be taken into account in future financial plans.

LBHF:

Lyn Carpenter

Executive Director for Environment, Leisure and Residents Services

Andrew Webster

Tri-Borough Executive Director of Adult Social Care

RBKC:

Tony Redpath

Director of Strategy and Local Services

Andrew Webster

Tri-Borough Executive Director of Adult Social Care

Westminster:

Leith Penny

Strategic Director of City Management

Andrew Webster

Tri-Borough Executive Director of Adult Social Care

Public Health:

Melanie Smith

Director of Public Health

Local Government Act 1972 (as amended) – Background papers used in the preparation of this report

Tri-borough Whole Place Community Budget – Reducing Adult Reoffending Across Tri-Borough, October 2012 (exempt)

Contact officer(s):

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Agenda Item 11

	London Borough of Hammersmith & Fulham CABINET 14 January 2013
TITLE OF REPORT LOOKED AFTER CHILDREN SUMMARY REPORT 2011/12.	
Report of the Cabinet Member for Children's Services	
Open Report	
Classification - For information.	
Key Decision: Yes	
Wards Affected: All.)	
Accountable Executive Director: (Andrew Christie, Executive Director of Children's Services	
Report Author: Steve Miley, Director of Family Services	Contact Details: Tel: 020 8753 3729 E-mail: steve.miley@lbhf.gov.uk

1. EXECUTIVE SUMMARY

- 1.1 In line with our key objective to obtain permanent placements for looked after children, the overall number of looked after children continues to decrease, falling by 10% in the last year. The high turnover and complexity of looked after children's needs remains a challenge for social workers and their multi-disciplinary colleagues.
- 1.2 Outcomes for our children however remained good overall, feedback from children and young people is generally positive and the statutory duties and responsibilities of the service consistently met. The in depth Ofsted inspection of the looked after children service was carried out in 2011/12 and found that all elements of the service were either good or outstanding.
- 1.3 The Looked After Children and Care Leavers Service in conjunction with wider Family Services colleagues has strengthened it's

participation and listening strategies involving children and young people enabling them to better support the identifying of overall needs and planning services. Examples of this include the development of the Corporate Parenting Board, the Child in Care Council, annual surveys and most recently the instigation of a video diary project where young people expressed their views through video.

- 1.4 Future work will focus on improving the timescales for children – reducing the length of care proceedings and getting children placed more quickly into permanent adoption or Special Guardianship placements. This will benefit children by reducing the length of their period of temporary care and reduce expenditure in what is a high cost area. While there are already a series of checks and balances to promote this activity, including various Panels, enhanced tracking of cases using the Independent Reviewing Officers and FWI are being introduced.

2. RECOMMENDATION

That the report to be noted.

3. NUMBERS AND TRENDS

- 3.1 Looked after children are amongst the most vulnerable and disadvantaged children in society. All will have experienced separation, loss and broken attachments. Many will have suffered from abuse, neglect and other negative life experiences. The significant aspects of family life we often take for granted will have often been broken, dysfunctional and subject to considerable destabilisation and change.
- 3.2 Hence caring for looked after children is one of the most important, challenging and positively rewarding roles the Council undertakes. It is therefore essential all departments and services in the Council should work together to achieve best outcomes while safeguarding the children and young people in our care.
- 3.3 The number of looked after children in Hammersmith & Fulham continues to decline following a trend which began in 2004 (see table 1). This trend runs contrary to national figures for looked after children (see table 2). Locally the reductions in numbers is a direct result of improvements to how we support children and families in the community, a tightening of “ front door “ arrangements, high numbers of children leaving care on permanency orders, and a decline in the number of unaccompanied minors.

Table 1 The Numbers of LAC 2001 to 2012. All looked after children at 31st March.

Year ending March	Citizen	UASC	Total
2001	404	34	438
2002	381	52	433
2003	339	58	397
2004	361	83	444
2005	315	98	413
2006	308	86	394
2007	305	59	364
2008	266	48	314
2008	242	43	285
2010	234	26	260
2011	227	21	248
2012	204	20	224

Table 2 National Trend of LAC 2001 – 2012 All children looked after at March

31st

2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011
58,900	59,700	60,800	61,200	60,900	60,300	59,970	59,360	60,890	64,410	65,520

- 3.4 Each looked after child's needs and the resulting support provided is outlined in their individual care plan, overseen in regular review meetings by Independent Reviewing Officers and Children's Guardians if the case is in care proceedings. In these processes there are regular formal and informal opportunities for children to express their views about the care they receive and age appropriately influence their own care plan. All plans involve the child's parents, so far as it will benefit the child, their carer and the multi-disciplinary professional network supporting each child.
- 3.5 The type of all looked after children's placements as of 30/06/2012 is outlined in table 3 below, distinguished between citizen and unaccompanied asylum seeking children and young people. Following on from this is table 3a which shows the cost of placements by type and total number of placements made over a four year period, the final one projected.
- 3.6 The costs of looked after children's placements range from £9k a year to £250k a year. So maintaining control of expenditure requires attention not just to the volume of looked after children but also to the profile of placements that looked after children are in. Our aim is to reduce the overall number of looked after children through securing permanent placements (adoption and Special Guardianship) and for those in care for there to be a reduction in the higher cost placements (residential care and independent fostering agency placements) and an increase in in-house fostering and placements with relatives.

- 3.7 For the most challenging young people costs are even higher. For example, a residential placement for a challenging teenager can cost over £5k per week, double the average residential care cost. Where young people are a danger to themselves or others using secure placements is the last option but the most costly. Secure placements average out at over £6.5k per week. At any one time only a small number of young people fall into these highest costs categories (less than 10) but they have a disproportionate effect on our expenditure. As a Department we have very little choice in the way we intervene in such matters, particularly with teenagers, our interventions often being overseen by the courts and associated professionals.
- 3.8 The impact of looked after children total costs is significant; and as a result of our expenditure on placements, staffing, legal costs etc, more than 50% of the Children's services Social Care expenditure is on looked after children.
- 3.9 Regarding the profile of placements, the tables below show that this year progress has been made in reducing independent fostering agency placements. Residential placements are lower now than they have ever been. Numbers of relative placements have declined but this is mainly due to children in this placements leaving care on Special Guardianship Orders. As table 3a shows, agency fostering and residential placements have the highest unit cost, therefore efforts to maximise the use of relatives and scheme foster placements as apposed to using the former two types of placement will be financially efficient. Staff resources have been redirected to placement finding within the wider birth family to seek to increase our use of relative placements.
- 3.10 In order to achieve better use of such family and friend placements Children's Services are committed to holding Family Group Meetings at the earliest possible stage of our intervention in order to identify such possible arrangements, critically before they are actually required. By pursuing this strategy we can both better meet children and young people's needs within their own networks and operate more financially efficiently within a very challenging environment.
- 3.11 The new Tri Borough Fostering and Adoption Service also has a clear target of recruiting 25 foster carers in the initial year of it's formation, again supporting the move away from the use of agency foster care, where costs are higher and the Departments impact on the day to day care of the children and young people less, given we have no direct supervisory oversight of such placements.

Table 3

PLACEMENT TYPE	
Citizen	Total
Foster by LA / Agency	115
Foster with friend/relative	32
Homes and hostels	6
Independent living	7
Missing children	2
Placed with own parents	7
Pre Adoption	10
P&V	22
Secure Accommodation	2
Semi-independent	2
Temporary	1
Young offenders institution	0
Citizen Total	206
UASC	Total
Foster by LA / Agency	10
Foster with friend/relative	0
Homes and hostels	0
Independent living	11
Semi-independent living	0
P&V	0
UASC Total	21
ALL Total	227

Table 3a

Placement Type	2009/10		2010/11		2011/12		2012/13 Projected @ P6	
	Placements	Total Cost	Placements	Total Cost	Placements	Total Cost	Placements	Total Cost
Scheme Fostering Agency	119	£1,212,803	116	£1,388,198	89	£1,093,780	78	£1,110,758
Fostering Kinship	61	£1,775,270	81	£2,304,491	93	£2,616,402	76	£2,518,175
Fostering Residential	93	£469,672	60	£321,704	55	£324,876	42	£335,947
Asylum placements	34	£2,539,240	25	£2,413,714	27	£2,051,841	17	£1,870,792
Semi- Indep placements	37	£872,307	21	£477,264	25	£532,901	25	£534,968
Long Term Fostering	21	£607,077	22	£656,060	35	£496,332	25	£410,483
	23	£484,684	21	£336,754	13	£247,064	11	£234,815

Disabled Residential	13	£1,299,273	11	£1,225,136	9	£795,296	8	£902,935
Pre-Adoption	10	£92,358	9	£70,271	7	£68,666	8	£68,223
Secure	1	£45,327	2	£107,550	2	£133,256	1	£85,829
TOTALS	412	£9,398,011	368	£9,301,141	347	£7,785,674	347	£7,785,674
% Change			-11%	-1%	-6%	-16%	-6%	-16%

Table 3b

<u>Other LAC Expenditure-</u>	2012/13		
	2010/11	2011/12	Proj
<u>Legal</u>	1,453,182	1,740,377	1,600,183
<u>Salaries-</u>	1,939,080	1,783,104	1,548,306

3.12 Outlined above in table 3b are two areas of high expenditure on looked after children in addition to their placement costs. Legal expenditure arises from care proceedings and our care proceedings pilot seeks to reduce the length of care proceedings and will therefore impact on our legal costs.

3.13 Staffing reductions have been made in line with the reduction in the number of looked after children and to contribute to our MTFS requirements.

Looked after children – profiles and outcomes

3.14 The looked after children population in Hammersmith & Fulham is far from static, during 2011/2012 a total of 336 children were at one time in the care of the Council. While the snapshot end of year (March 31st 2012) total number of children being looked after was 224 a decline of 24 in the year (a 10% reduction).

3.15 Of that population, 20 were unaccompanied minors presenting their own, often unique additional needs and challenges, they are almost uniformly 15 plus in age.

Table 4 The ages of all looked after children 31/3/2012;

Age	Number of LAC
0 -1	19
2 – 3	10
4 – 8	39
9 – 14	67
15+	66

3.16 The age at which children become looked after often can impact on the outcome they experience having been in care. The primary outcomes for all looked after children are:

- (a) rehabilitation home,
- (b) a permanent placement, secured via an Adoption, Special Guardianship or Residence Order with a family member, friend or stranger or
- (c) remaining in care until 18, while maintaining as stable a living arrangement as possible with an increasing focus on preparing for semi-independence as they approach 18.

3.17 Our adoption, special guardianship and residence order rates for the period 2004 – 2012 are clear testimony to our desire to achieve permanency for all the children we can outside the care system. Table 5 shows the national picture with Hammersmith and Fulham the leading Local Authority in the country over the three year period ending March 2011; and our performance last year exceeded our performance over the previous three years so will expect to remain one of the top performing Local Authorities.

This position is emphasised by the recent release of national statistics for the year ending 2012 where we were second in the national table for children ceasing to be looked after because of Special Guardianship. Our current annual performance thus far is outlined in Table 6 below.

3.18 The establishment of a substitute primary carer relationship and the benefits such an emotional attachment for life can bring is widely acknowledged as a key factor in positive outcomes for all looked after children; these permanent placements give our looked after children what most children receive this consistently from their birth parents and/or extended family.

3.19 The Council has a clear and sustained positive record in this area including achieving permanency outcomes with older children, where other local authorities may not have pursued this best possible outcome so rigorously. However, it should be acknowledged that these positive outcomes do not come without cost, we are currently supporting 214 children on post order allowances as table 7 below indicates at a total cost per year of £2m.

Table 5 The percentage of children who ceased to be looked after because of a special guardianship order. National figures.

RANK	LA Code	LA Name	3 year average 2009, 2010 and 2011 (%)	2011	
		England	6	6	*
1	205	Hammersmith and Fulham	16	19	*
2	342	St. Helens	13	18	*
	351	Bury	13	14	
	868	Windsor and Maidenhead	13	x	
	883	Thurrock	13	11	*
6	359	Wigan	12	13	*
	841	Darlington	12	15	*
	861	Stoke-on-Trent	12	17	*
9	212	Wandsworth	11	10	
10	204	Hackney	10	13	*
	344	Wirral	10	4	
	845	East Sussex	10	16	*
	870	Reading	10	19	*
	921	Isle of Wight	10	13	*
15	208	Lambeth	9	6	
	352	Manchester	9	11	*
	355	Salford	9	9	
	805	Hartlepool	9	8	*
	816	York	9	11	
	909	Cumbria	9	12	*
21	202	Camden	8	4	
	304	Brent	8	9	*
	307	Ealing	8	9	*
	340	Knowsley	8	x	
	353	Oldham	8	11	*
	354	Rochdale	8	9	
	383	Leeds	8	11	*
	384	Wakefield	8	14	*
	813	North Lincolnshire	8	6	
	815	North Yorkshire	8	8	
	851	Portsmouth	8	6	
	856	Leicester	8	12	*
	876	Halton	8	15	*
	881	Essex	8	12	*
	887	Medway	8	9	*
	908	Cornwall	8	10	*
37	210	Southwark	7	6	
	310	Harrow	7	10	*
37	315	Merton	7	x	
	350	Bolton	7	7	*
	370	Barnsley	7	7	*
	392	North Tyneside	7	11	*
	840	Durham	7	10	*
	850	Hampshire	7	8	*
	873	Cambridgeshire	7	8	
	878	Devon	7	4	
	882	Southend-on-Sea	7	x	
	888	Lancashire	7	6	*
	889	Blackburn with Darwen	7	8	*
	929	Northumberland	7	11	*
	931	Oxfordshire	7	8	*
	936	Surrey	7	6	
53	206	Islington	6	0	
	207	Kensington and Chelsea	6	x	
	302	Barnet	6	9	*
	316	Newham	6	8	*

Table 6 Post Order Allowances.....Placements Numbers and Costs.

Placement Type	2009/10		2010/11		2011/12		2012/13 Proj	
	Placements	Total Cost	Placements	Total Cost	Placements	Total Cost	Placements	Total Cost
Special Guardianship	69	£632,476	91	£788,876	109	£988,659	115	£1,117,592
Adoption	75	£862,947	75	£849,627	70	£770,171	61	£704,826
Residence Orders	44	£356,495	38	£297,349	35	£310,559	31	£272,374
TOTALS	188	£1,851,918	204	£1,935,852	214	£2,069,389	207	£2,094,792
% Change			9%	5%	5%	7%	-3%	1%

Adoption scorecard

- 3.20 As a result of concerns about the length of time taken between entry to care and children being adopted (which nationally is 2 years 7 months) in March 2012 the government announced an initiative to hold local authorities to account for the speed of the adoption process by introducing an adoption scorecard. This is a set of measures showing the time taken for overall and individual sections of the adoption process. In May 2012 the government published the first adoption scorecards for each local authority, which initially focuses on the adoption process for children and will be updated annually when new data becomes available. From 2014 the adoption scorecards will be revised to include data on perspective adopters and will be published for all adoption agencies so that performance in relation to timeliness can be compared with each other.
- 3.21 The Hammersmith and Fulham adoption scorecard highlights that 62% of children wait less than 21 months between entering care and moving in with their adoptive family, this is comparable with the English average.
- 3.22 The scorecard is based on children adopted – so as table 7 shows this is a very small cohort and therefore the final “score” is subject to significant swings from a few children; some Local Authorities have found that hard to place children can lead to a poor scorecard even when they are seen as “successes” - e.g. when they have older more difficult children have been placed for adoption but it has taken longer than it would for a baby. From the placements we have made this year we know we are likely to fall foul of this in next year’s scorecard as we have had children aged 14 and 12 adopted by the foster carers they had been in placement with for many years. An excellent outcome for them and one they had each individually requested in conjunction with their foster carers.

See also table 4 re; age range of our looked after children, younger children being much more readily suitable for adoption.

Table 7 numbers of orders

Year	Adoptions	Residence Orders	Special Guardianships
1st April 2004 – 31st March 2005	19	1	N/A
1st April 2005 – 31st March 2006	12	13	N/A
1st April 2006 – 31st March 2007	14	7	11
1st April 2007 - 31st March 2008	22	3	24
1st April 2008 - 31st March 2009	10	5	21
1st April 2009 - 31st March 2010	4	5	13
1st April 2010 - 31st March 2011	10	3	21
1st April 2011 - 31st March 2012	8	11	25
1st April 2012- 31st Nov 2012	9	3	11

5. CONCLUSION

- 5.1 The Looked After Children and Care Leavers Service demonstrates a consistently high commitment to the Council's looked after children. As one of the most vulnerable groups within society there still remains much to do in relation to this group of children and young people, this does not stop when young people become 18 as we continue to have commitments to young people under care leaver legislation up to 25 and potentially beyond if still in further or higher education.
- 5.2 While it should also be acknowledged that this group of children and young people are responsible for the expenditure of a high percentage of Children's Services budget, they often have exceptional levels of need. However, we should continue to strive to reduce costs while maintaining service standards. Tri-borough testing of service delivery, better use of family and kinship placements (connected persons) and our own scheme foster placements alongside more timely court and permanency planning processes will all contribute to the targeted reduction in costs and most importantly positive outcomes for children.
- 5.3 The best outcomes for looked after children are achieved when we can secure their placement in a permanent family; sometimes that can be within their birth family, alternatively within a substitute family secured by adoption or special guardianship.

- 5.4 The service over the next year will continue to maximise the permanent placement of looked after children, thereby contributing to a reduction in our looked after children numbers, and to do so in line with government expectations that this is achieved in shorter timescales.

6. CONSULTATION

- 6.1 Results from LAC annual questionnaire.

7. EQUALITY IMPLICATIONS

- 7.1 A Equality Impact Assessment is not applicable for this report.

8. LEGAL IMPLICATIONS

- 8.1 When a child is in the care of a Local Authority it is their duty under s22 Children Act 1989 ["CA1989"] to provide the child with accommodation and to maintain the child in other ways apart from the provision of accommodation.
- 8.2 Those sections of the report which discuss the need for supportive residential settings and the introduction of payment cards to facilitate subsistence payments are therefore examples of the Local Authority meeting their statutory duty.
- 8.3 As described within the body of the report statutory duties under s 23A-24D CA1989 to provide support and assistance to care leavers extend beyond childhood into adulthood up to the age of 25.
- 8.4 There are no other direct legal implications of the report.

9. FINANCIAL AND RESOURCES IMPLICATIONS

- 9.1 There are no direct financial implications arising from this report.

10. RISK MANAGEMENT

- 10.1 No Risk.

11. PROCUREMENT AND IT STRATEGY IMPLICATIONS

- 11.1 No Procurement or IT Strategy Implications

LOCAL GOVERNMENT ACT 2000
LIST OF BACKGROUND PAPERS USED IN PREPARING THIS REPORT

No.	Description of Background Papers	Name/Ext of holder of file/copy	Department/ Location
1.	None		

LIST OF APPENDICES:

Appendix 1– Current Initiatives Involving Looked After Children

CURRENT INITIATIVES INVOLVING LOOKED AFTER CHILDREN

There have been a significant number of activities and initiatives involving Looked after children over the past twelve months. The further development of an integrated Looked After Children (children under 18) and Care Leavers Service (permanency over 18) has enabled some improvements to be made to services offered in response to suggestions made by young people. This includes gathering the views of looked after children and care leavers to enable service wide changes to practice if required.

In particular, the integration of the service has made it more straightforward to ensure that children and young people do not automatically experience a change of social worker simply because they have moved from the LAC Service to the Care Leavers Service as happened in the past. This helps to address a longstanding criticism of children regarding frequent changes of allocated social worker.

We are also in the process of introducing payment cards, particularly for young people in receipt of regular subsistence payments be they under 18 or in higher or further education or unable to access public funds [UASC].

Again this will assist in addressing issues that arise when the duty system is busy and some delays in response times are encountered when visiting Cobbs Hall. It will also help diffuse the number of incidents at Cobbs Hall involving looked after young people, care leavers and clients of the Youth Offending Service.

The Corporate Parenting arrangements have also been strengthened and a Corporate Parenting Board (chaired by Councillor Helen Binmore) now co-ordinates activity along with the Children in Care Council (facilitated by the Children's Rights Service) having been integrated into these arrangements.

Recent presentations to the Corporate Parenting Board have included "Pathway Plans" (they replace care plans for 16 year olds and over), psychological support services to looked after children including reports from the Psychological Therapies Service (which is integrated into the wider LAC Service/and the Child and Adolescent Mental Health Service nurses who are also co-located at Cobbs Hall with the wider service.

The "Pledge" to looked after children was formally launched on October 20th 2012. This includes our clear commitment to all our looked after children and our aspirations for the service we deliver them.

At the same highly successful event attended by children, young people, members, community representatives and staff saw the launch of "The

Opportunity's Fund" by Councillor Helen Binmore. This is a charity set up to further assist and will be seeking contributions from a wide range of sources.

The service was also subject to two inspections in 2011/2012 by Ofsted. We initially had the borough wide safeguarding inspection in June/July 2011. The overall judgement of the inspectors was highly positive. A good to outstanding grade was the final assessment of the inspection team. Similarly there was a Youth Offending Service/LAC interface thematic inspection in early 2012, again feedback was generally positive; this inspection did not provide a grade as such.

Hammersmith & Fulham Family Services are also currently involved in the Court Proceedings Pilot, an initiative to reduce delay in family proceedings with our tri-borough colleagues in Kensington and Chelsea and Westminster. The LAC Service carries approximately 50% of the Councils cases within the pilot. The LAC Service works with cases where the parents have been or are highly likely to be ruled out of caring for their children permanently.


A particular critical target of the pilot is to reduce care proceedings to twenty six weeks, currently the average duration of proceedings nationally approaches one year.

Six months into the pilot we have been successful in completing a number of proceedings well within the twenty six week target, avoiding previous delays for children and securing permanent care arrangements for them.

While some highly complex cases in proceedings will continue to take a significantly larger time, we anticipate the overall trend will continue downwards, also creating significant financial savings for the Council in both legal costs and the time children remain in Council care.

Hammersmith & Fulham, Kensington and Chelsea and Westminster are also currently engaged in a process of exploring whether services for looked after children can be delivered on a Tri-borough basis. Various discreet aspects and levels of integration are being considered. The priority being to improve or maintain current service levels while making efficiency savings.

Agenda Item 12

	<p>London Borough of Hammersmith & Fulham</p> <p>CABINET</p> <p>14 January 2013</p>
<p>TITLE OF REPORT</p> <p>SCHOOLS ORGANISATION STRATEGY 2012/13</p>	
<p>Report of the Cabinet Member for Children's Services – Councillor Helen Binmore</p>	
<p>Open Report</p>	
<p>Classification - Yes</p> <p>Key Decision: Yes</p>	
<p>Wards Affected: All</p>	
<p>Accountable Executive Director: Andrew Christie – Executive Director of Children's Services</p>	
<p>Report Author: Andy Rennison, Director of Schools' Funding and Capital Programme</p>	<p>Contact Details: Tel: 020 7753 3768 E-mail: andy.rennison@lbhf.gov.uk</p>

1. EXECUTIVE SUMMARY

- 1.1 This report updates Cabinet on progress with the implementation and development of the School Organisation Strategy presented to Cabinet on 5 March 2012. It outlines the effectiveness of the strategy to date in addressing pressure on places and proposes further solutions for future admissions issues. It indicates the stages of development of existing capital schemes and requests Cabinet approval for new schemes, in the light of the Schools of Choice agenda. The report also provides a high level update for Cabinet on other factors which may have a bearing on the Strategy in the future, and, in seeking to address condition issues highlighted in the relevant surveys, brings together key considerations of both the provision of sufficient places and the quality of the physical provision made in supporting effective learning.

2. RECOMMENDATIONS

That approval be given to the following schemes to support the development of the place planning element of the School Organisation Strategy as set out in the report approved by Cabinet on 5 March 2012:

Community and Voluntary Aided Schools

1. That authority be delegated to the Cabinet Member for Children's Services, in conjunction with the Executive Director of Children's Services, to agree disbursement of resources, as required by design development, to progress the following schemes to expand provision in line with the additional feasibility work approved by Cabinet on 5 March 2012 up to the cash limits below:
 - 1.1 Pope John Primary: £4.5 millions;
 - 1.2 St. Stephen's Primary; £3.7 millions
 - 1.3 St Stephens additional land purchase £1.7 millions
2. That £50,000 be allocated to William Morris Sixth Form College to fund a feasibility study to inform decisions on further funding allocation in relation to increasing capacity;

Academy, Trust and Free Schools:

3. That £50,000 be allocated to Sacred Heart High School to fund a feasibility study to inform decisions on further funding allocation in relation to the possibilities of expansion by 1 form of entry;
4. That up to £6,000,000, pending tender returns, be allocated to Lady Margaret Secondary School to fund 1 form of entry expansion proposals
5. That authority be delegated to the Cabinet Member for Children's Services, in conjunction with the Executive Director of Children's Services, to agree disbursement of resources, as required by design development, up to a cash limit of £4.5 millions, to progress the Burlington Danes creation of primary aged provision as set out in this report.

Proposed New Schools of Choice Schemes:

6. That in order to ensure that provision is both sufficient and of the highest possible quality, following the recent bidding process and in compliance with Schools of Choice priorities articulated in the report to Cabinet on 5 March 2012, approval be given to:

Community and Aided Schools:

- 6.1 An allocation of £77,500 to Addison School to improve reception class free flow arrangements and upgrade toilet provision;
- 6.2. An allocation of £40,000 to Brackenbury Primary School to upgrade ICT teaching and learning provision
- 6.3. An allocation of £50,000 to The Bridge Academy to fund a feasibility study concerning possible new accommodation;
- 6.4. An allocation of £176,000 to Fulham Primary School to improve the teaching and learning environment in some classrooms and in the halls and to upgrade toilets;
- 6.5. An allocation of £440,000 to Jack Tizard School to develop food technology and sensory areas and upgrade specialist lift provision;

- 6.6. An allocation of £100,000 to St John's, Walham Green, Church of England Primary School to improve the outdoor learning environment;
- 6.7. An allocation of £223,000 to St. Peter's Church of England Primary School for works to include a feasibility study to inform decisions on further funding allocation to rationalise accommodation;
- 6.8. An allocation of £328,000 to The Good Shepherd Primary School to support remodelling to enable effective and appropriate movement of pupils around the school;
- 6.9. An allocation of £500,000 to Wormholt Park Primary School to significantly remodel the internal and external infrastructure to create better facilities for learning;
- 6.10. An allocation of £60,000 to Fulham College Boys' School to improve its carbon footprint through more efficient lighting;
- 6.11. An allocation of £184,500 to Fulham Cross Girls' School to improve learning environments, particularly in the ICT area, and to improve the carbon footprint with, for example, solar panels;
- 6.12. A further allocation of £105,000 to John Betts Primary School to improve access and security at the site

Academy/Free Schools:

- 6.13. A contribution of £2,400,000 to The London Oratory School towards a £5 million project to upgrade teaching and learning spaces and improve opportunities for local children.
- 6.14. An allocation of £500,000 to ARK Bentworth Academy to increase physical capacity at the school due to its constricted facilities
- 6.15. An allocation of £117,375 to Burlington Danes Academy for improvements to science facilities
- 6.16. An allocation of £299,309 be made to West London Free School to provide rooftop recreation space at Palingswick House subject to planning constraints;
- 6.17. The delegation of authority to the Cabinet Member for Children's Services, in conjunction with the Executive Director of Children's Services, to agree disbursement of resources, within the overall cash envelope, for all proposed new Schools of Choice schemes approved by this report as required by design development, up to a cash limit of £4.5 millions, to progress the procurement and delivery of the 2012/13 Capital programme.

Other Condition Works:

- 6.18. The endorsement of the proposed allocation of resources to the schemes addressing priority condition issues as agreed with the Cabinet Member for Children's Services and outlined in paragraph 9.4 of this report be endorsed, and the delegation of resources to schools as appropriate.

Adoption of overarching policy:

7. That the overarching policy to deliver the Council's 'Schools of Choice' agenda as set out in section 4 of this report be adopted.

3. BACKGROUND AND CONTEXT

- 3.1 The report to Cabinet on 5 March 2012 provided an outline of the Council's position in relation to supply of and demand for school places in the context of a draft School Organisation Plan. Members agreed a "Schools of Choice" agenda, consequently a set of priorities and, as a result, a number of proposals designed to support that agenda. Section 6 of this report updates Members on progress with schemes related to Community and Voluntary Aided Schools, and Section 7 those related to Academies and Free schools.
- 3.2 As is the case in many London boroughs, Hammersmith and Fulham is experiencing a significant increase in the number of applications for school places, particularly in the primary sector, and both conventional expansions of popular and successful schools and the opening of new, innovative ones contribute to an effective solution. Section 7 of this report indicates progress with Academy and Free schools.
- 3.3 Understanding the likely impact of both ongoing demographic issues and of relatively new ones in relation, for example, to changes in housing benefit is critical to the continued implementation of an effective programme. Section 8 of this report indicates the outcome of research to date in that respect.
- 3.4 In tandem with issues of supply are always those of quality, and the physical infrastructure is clearly a contributory factor. In Section 9 this report also requests agreement to proceed with a number of condition-related issues, principally through the schools' bids for the DfE resource outlined in the March report and subsequently increased by that Department.

4. OVERARCHING POLICY OBJECTIVES

- 4.1 Following the tri-borough approach to schools organisation planning, it is recommended that H&F adopt the policy as set out below which explains the Council's approach to assessing future demands and our overarching strategy:

The Council will:

- a. Assess the statutory responsibility to provide school places with reference to:
 - i. Census information on population across the whole borough.
 - ii. Demand for places for children resident in the borough.
 - iii. Patterns of parental preference.
- b. Seek to expand popular schools to meet demand for parental preference where practical, work with all schools to raise the level of popularity, and promote the contribution of established providers

- c. Seek (where new school provision is required to meet evidence of statutory demand) to enlarge existing 1.5FE primary schools particularly to two form entry, and where a new school is required will open this to competition including free schools and academies.
- d. Consider disposing of Council owned property assets to free schools or academies at less than open market value (either by sale or by way of a lease) only where the proposed free school or academy will assist the Council in discharging its statutory responsibility to provide sufficient school places in the area affected.
- e. Deal with all other proposals to open a new school by a free school proposer, academy or independent provider on a commercial basis.
- f. Support existing schools wishing to convert to academy status.
- h. Assess proposals by free school groups or academies to sponsor existing schools on their merits

5. ADMISSIONS TO PRIMARY AND SECONDARY SCHOOLS, SEPTEMBER 2102

- 5.1 At Appendix 1 Cabinet will note the first and second preferences expressed for primary and secondary schools. It is clear that the gross estimate provided to Cabinet on 5 March 2012 of 1,631 required places was very close to the actual first preferences of 1,637.
- 5.2 Despite the increase in applications, 73% of resident primary pupils were allocated according to preference, due to the popularity of the new free schools/academies. This compares with 70% last year, indicating the merits of the current expansion programme supporting the Schools of Choice agenda. Additional allocations of Year 7 transferees to borough schools (733 as opposed to 661 last year) served to reduce the number of out-borough placements (305 against 385 last year). First preferences allocated reduced to 54.5% as opposed to 60.5%.
- 5.3 Parents are entitled to express preferences according to their wishes and are not penalised for expressing 1st and 2nd preferences that are unlikely to be successful. Officers will research this position further in order to help to adjust expectations next year
- 5.4 The bulge classes in John Betts and Brackenbury Primary schools addressed what would otherwise have been a major shortfall in the centre of the Borough, and next year the pressure in that area will be relieved by the West London Free School's 2 form entry primary provision, alongside the permanent expansion of St. Stephen's Primary to 2 forms of entry. The Pope John expansion and Burlington Danes Primary proposals will further strengthen the position.

6. UPDATE ON PROJECTS PREVIOUSLY COMMITTED AND FURTHER RECOMMENDATIONS: COMMUNITY AND VOLUNTARY AIDED SCHOOLS

- 6.1 The School Organisation Strategy approved by Cabinet in March 2012 referred to pressure on places, particularly, but not exclusively, in the Primary sector and especially in the centre and north of the Borough, areas it agreed should initially be prioritised for action. In response to these issues the strategy recommended the delivery of a number of projects, addressing basic need and parental preference issues, addressing the challenges presented.
- 6.2 The following agreed projects are on track, or have been completed and as such no further decisions are required by Cabinet:
- Lady Margaret Bulge Class (completed by September 2012);
 - John Betts Primary Bulge Class (opened in the Bradmore Centre in September 2012);
 - Brackenbury Bulge Class (completed by September 2012);
 - Old Oak expansion from 1½ form entry to 2 form entry (completed summer 2012);
 - Fulham Enterprise Studio School: now operational in the former City Learning Centre on the Henry Compton site and required the £100k extra contingency as ringfenced at March 2012 Cabinet;
 - The West London Free School primary bid was successful and officers are preparing the lease for the Cambridge Grove site.
 - The Sacred Heart 6th Form proposal has been approved for opening in September 2013 and the appropriate procurement process is being undertaken to deliver the building remodelling.
 - The Holy Cross scheme has had Stage D sign-off and is proceeding to Stage E, with tendering anticipated early in January 2013.
 - The relocation of the Contact Service from Askham Centre to Fulham Cross Youth Centre (an enabling project for Queensmill expansion and relocation) has been completed, as has the relocation of Queensmill itself.

7. UPDATE ON PROJECTS PREVIOUSLY COMMITTED AND FURTHER RECOMMENDATIONS: MAJOR DEVELOPMENT PROPOSALS.

- 7.1 At Cabinet in March 2012 feasibility studies were requested for various schemes. At the time a contingency was held of £12.072 millions, each of the 3 projects listed below had £250k allocated to them to develop feasibility studies. The proposals for expansion at Pope John, St. Stephen's Primary Schools and development of primary provision at Burlington Danes Academy are progressing well. Officers are seeking further approvals from Cabinet for delegated powers to be given to the Cabinet Member in conjunction with the Director of Children's Services to agree disbursement of resources, as required by design development up to the following cash limits:

- Pope John Primary: increase project budget to £4.5 million to enable completion by September 2014;

- St Stephen's Primary: Fund the purchase of extra land costing £1.7 million to enable the school expansion to be delivered
- St. Stephen's Primary; (construction) increase the project budget for construction to £3.7 million to enable completion and opening of an additional form of entry at the school for September 2013.
- Burlington Danes Academy: This work is progressing with a view to the establishment of a 1 form entry school which could be expanded to 2 forms of entry should there be sufficient need and demand. It is recommended a project budget of £4.5 million is allocated as a resource envelope for the further development of the project. This reflects that the Governing body have identified a desire that the scope of this feasibility study should be increased to consider the development potential of adjacent sites on Wormwood Scrubs to relieve pressure on the existing school site and maintain options for possible future expansion of the 6th Form.

As a parallel exercise, ARK are preparing a Free School proposal for a partnership project to attract DfE funding to fund the additional cost of a 2 form entry primary school

- 7.2 Following completion of feasibility studies funded from the 2011/12 capital budget, the total cost of these projects is estimated to be £14.4 million, less the £750k previously allocated to the individual schemes, requiring additional financial commitments of £13.65 million. These will be funded by the £12.072 million unallocated from the 2011/12 allocation and a further £1.578 million from the Capital allocation for 2012/13 (see table under para 7.6).

8. THE POSSIBLE IMPACT OF HOUSING GRANT AND OTHER CHANGES

- 8.1 As reported to the Housing, Health and Social Care Select Committee in February 2012 the impact of the Localism Act 2011 and, in particular, whether the implementation of Housing Grant Caps would have been felt in the schools arena has been assessed. Whilst the major impact was likely to have been felt by the relatively small number of families identified for 4 bedroom accommodation or larger, there potentially could have been impacts on a limited number eligible for smaller accommodation. Some 800 school-age children in the Borough live in families which could potentially have been affected. In addition, prioritising certain groups such as those who make a contribution to society could have had an impact on other families.
- 8.2 There was initially some concern that changes in eligibility and grant could have led to increased mobility. Irrespective of any issues in respect of quality and continuity of education, this could have impacted upon place planning considerations, were families to move within or outside of the Borough
- 8.3 It would appear, however, that any concerns that may have existed are, to date unfounded. Officers from both the Housing and Children's Services Departments have held discussions on the key issues and the Housing, Health and Adult Social Care Select Committee received a report from the Executive Director of Housing and Regeneration on this topic on 14 November 2012. In essence that report noted that, to date:
- Numbers of claimants of Local Housing Allowance had remained largely unchanged;

- Numbers of dependent children in claimants' households had remained largely unchanged;
- Households potentially impacted upon by the caps had reduced in number since January 2012 from 540 to 277 (8.7% of the total) and dependent children in such households from 540 to 386;
- "The overall lack of change in the quantum of households and dependent children indicates that the Housing Benefit caps have not led to a significant turnover of households". Further research would be undertaken to evidence this finding.

8.4 Officers will track the future effect of April 2013 caps and continue to monitor the implications for schools and families, reporting to Members at each key point.

9. NEW CAPITAL PROGRAMME

9.1 The proposals for new capital developments continue to focus upon addressing needs highlighted by the School Organisation Plan and the agreed priorities, reinforced by recent Admissions data as presented above.

9.2 As reported in March the DfE allocated school capital grants to a total of £14.3 million in respect of this financial year, subsequently increasing them by £18.8 million in April bringing the total £33.1 million. This has been reduced by £1.5 million as part of the Leader's decision to provide further financial support for the education and regeneration project at the Lyric Theatre. On 28 May 2012, the Cabinet Member for Children's Services wrote to schools to outline the available sums and to invite them to submit relevant bids. In essence, schools submitted bids for financial support for projects totalling £72.1 million, consisting of £14.3 million of condition works and £57.8 million of other works.

9.3 Further analysis of the bids against the Council's declared priorities and in the light of discussion about proposals and cost analyses has enabled officers to make proposals to Cabinet in relation to those schemes which are most likely to achieve its Schools of Choice aims and objectives as confirmed in the Cabinet report of 5 March 2012. Following assessment of the bids the recommended schemes are set out in the two tables below. The tables have been structured to reflect condition requirements mainly in respect of our landlord responsibilities and where schools have identified opportunities for capital spend that will enhance the offer they can make to children, their families and learning.

School	Total allocation to deliver schools of choice proposals (£)	Rationale
Addison	77,500	Improved reception class free flow arrangements and upgrade toilets
Bentworth	500,000	The school requires additional physical capacity to more effectively support its' students and local community
Brackenbury	40,000	Enhancements to the ICT infrastructure to support learning
Fulham	176,000	Upgrade toilets and classrooms to support learning
Good Shepherd	328,000	Significant remodelling of school to integrate learning experience
John Betts	105,000	To develop better access and security for school.
St John's	100,000	To improve the external learning environment and maximise space utilisation following expansion
St Peter's	30,000	Feasibility to rationalise sites and address building capacity issues
Wormholt Park	500,000	To reconfigure the internal infrastructure to create improved learning environment and create additional space.
Burlington Danes	117,375	To improve science provision and capacity.
Fulham Cross Girls	184,500	To improve carbon footprint through more efficient lighting and energy utilisation projects.
Fulham College Boys	60,000	To improve carbon footprint and learning experience.
Lady Margaret	6,000,000	Increase in capacity by one further form of entry subject to tenders.
Sacred Heart	50,000	To explore opportunities of increasing one form of entry.
London Oratory	2,400,000	Match funding to significantly remodel learning environment and address overcrowding issues.
William Morris Sixth Form	50,000	Further develop feasibility to identify opportunities for increased capacity.
West London Free School	299,309	To support external play space on the roof subject to planning
Jack Tizard	440,000	To support food technology and sensory development and implementation of specialist lift.
The Bridge Academy	50,000	Further feasibility work around alternative accommodation strategies.
Total:	£11,507,684	

9.4 In addition, officers have scrutinised schools' bids for condition works against condition surveys and other relevant information and their proposals are set out in Table 2 below (Recommendation 6.18 refers).

School	Total allocation for condition (£)
Bayonne Nursery	50,000
James Lee	25,700
Vanessa Nursery	177,000
Randolph Beresford	5,750
Addison	435,000
Avonmore	117,760
Bentworth	50,400
Brackenbury	58,300
Canberra	240,699
Flora Gardens	110,200
Fulham	365,500
Greenside	130,000
John Betts	30,000
Kenmont	361,000
Langford	45,350
Lena Gardens	85,200
Melcombe	66,800
Miles Coverdale	56,000
New Kings	100,123
Normand Croft	524,000
Old Oak	153,200
Queens Manor	645,000
Sir John Lillie	81,736
St Mary's	100,100
St Peter's	193,000
St Thomas	92,000
Sullivan	75,000
Wendell Park	457,000
Wormholt Park	83,000
Fulham Cross	374,369
Henry Compton	359,500
Hurlingham & Chelsea	1,069,000
Lady Margaret	210,000
Phoenix	175,000
William Morris Sixth Form	201,294
Cambridge	300,000
Jack Tizard	162,000
Woodlane High	4,500
Total	£7,770,481

9.5 The most significant allocation is for Lady Margaret, where previous bulge classes have successfully been implemented. It is recommended that £6.0 million is ring fenced to enable the school to consolidate its' position and increase its' capacity to enable 4 forms of entry to be admitted to the school in the future.

9.6 The total of the new allocations proposed is £19,278,165 against available resources of £30.061 million (£33.139m less £1.578m commitment from 2011/12 capital allocation and £1.500m contribution to the Lyric Theatre project). Further recommendations will be brought to Cabinet in the future to allocate the remaining resources subject to the outcomes of the feasibility studies recommended within this report. Cabinet is recommended to approve:

- development of these schemes set out in the two tables
- delegation of powers to the Cabinet Member for Children's Services in conjunction with the Executive Director of Children's Services to agree disbursement of resources within the overall cash envelope for all Schools of Choice projects as set out in the table in para 9.3
- delegation of powers to officers to undertake necessary transactions and take appropriate decisions to procure and deliver these works in a timely manner and as required on behalf of schools.

	2011/12 (£k)	2012/13 (£k)
DfE Capital Grant	15,072	33,139
Less Previous Allocation	3,000	0
Sub-Total	12,072	33,139
Less New Allocations		
Pope John Expansion	4,250	
St Stephens Expansion	5,150	
Burlington Danes Primary	2,672	1,578
Schools of Choice proposals		11,701
Priority condition works		7,577
Contribution to Lyric Theatre		1,500
Sub Total	0	10,783
Less Substitution of previously identified revenue borrowing commitment following significant government capital investment		
Holy Cross Expansion & Co-location		2,500
Contribution to Lyric Theatre		2,800
Balance of Available Funding		5,483

10. RISK MANAGEMENT

10.1 The approach to risk management for projects arising from this strategy mirrors the corporate approach and, as such, inherent risks are identified and given a rating based on the potential impact of that risk multiplied by the likelihood of it happening. All risks are quantified by using a standard 5 x 5 form of measurement, therefore if a risk has a very high likelihood and a very high impact it will have a combined rating of 25. As part of the ongoing risk management strategy, mitigation is identified in the risk register.

- 10.2 A project specific risk register will be compiled by means of a risk workshop with input from key stakeholders. Ongoing risk management and monitoring of mitigation controls will be the responsibility of the project manager, in liaison with individual risk owners.

11. FINANCE IMPLICATIONS

11.1 Projects previously committed

This report provides an update on projects previously committed (as agreed by Cabinet in March 2012) and section 5 requests approval for an extension of a number of these projects. Approval is being sought for a 'cash-envelope' of £14.4m across three projects with powers delegated the Cabinet Member in conjunction with the Director of Children's Services to direct resources within this cash limit subject to design constraints and procurement regulations. This will be wholly funded from Department of Education funding allocations. The £14.4m is inclusive of £750k which has previously allocated in the March 2012 report as part of the agreement to undertake feasibility work ,which has now been completed. The report therefore is seeking approval for the remaining £13.65m to be funded as follows:

- £12.072m, comprising the remaining unallocated 2011-12 Capital grant monies from the DoE;
- £1.578m from the 2012/13 DoE Capital grant allocation.

11.2 New Capital Programme

The report also includes proposals for the new capital programme. These proposals have emerged as part of a school-focused bidding round and subsequent assessment against the 'Schools of Choice' aims and objectives (agreed by Cabinet in March 2012). These proposals are detailed in paras 9.3 and 9.4 and have a combined value of £19.278m. This is against available funding of £33.139m which represents the 2012-13 DoE capital allocation. Subject to other calls on this funding, which includes £1.578m cited in para. 11.1 and an allocation agreed towards the redevelopment of the Lyric theatre (£1.5m – cited in para. 9.2), and substitution of projects previously funded from borrowing, this leaves a balance of £5.483m, the allocation of which will need to be the subject of further Cabinet report/s.

9.1 VAT Implications

Except in special circumstances, the Council is only able to reclaim VAT relating to capital expenditure on Community Schools. Where projects relate to other schools the Council must be mindful of this. With specific regard to Voluntary Aided schools the HMRC is due to issue revised guidance presently, however at the time of writing this is not available.

In addition, where leases of land and buildings are involved as part of the project, the VAT implications must be explored due to the potential impact on the Council's partial exemption. The potential impact is determined by the nuances of each project and the nature of the consideration and therefore this should be reviewed on a case by case basis.

9.2 Supplementary Comments

Section 4.1 (d) – raises the possibility of disposing of property below market value. Where this approach is taken, it should be ensured that this accords with consents whereby the requirement to achieve best consideration (per Section 123 of the Local Government Act 1972) can be overridden.

10. EQUALITY IMPLICATIONS

- 10.1 The proposals set out in this strategy will increase the opportunity for children in the borough to access education and further deliver the Council's Schools of Choice agenda.
- 10.2 The Equality Impact Assessment (EIA) for the School Organisation Strategy 2011 was completed on 11 February 2011. The full report can be found in the background papers. An updated EIA, considering the proposals in this report was been provided at Appendix 4. of the March 5th report, and this updating paper tackles equality issues using the previous basis and framework.
- 10.3 The EIA followed our consultation on the plans for the transformation of secondary education in the borough that took place from 21 April 2008 to 9 June 2008, our subsequent Predictive Equality Impact Assessment (PEIA) in June 2008 and our SEN consultation that took place from 24 November 2008 to 19 January 2009, with a further subsequent Predictive Equality Impact Assessment (PEIA) in February 2009.

11. LEGAL IMPLICATIONS

- 11.1 The Bi- Borough Director of Law has been consulted and notes that the Key Decisions outlined in this report appear to be lawful; and are recommendations which are properly to be considered by Cabinet; or, where indicated; the decision may be taken by the Cabinet Member for Children's Services, in conjunction with the Director of Children's Services by way of delegated authority. A number of these proposals may require statutory proposals at a later date.

LOCAL GOVERNMENT ACT 2000
LIST OF BACKGROUND PAPERS

No.	Description of Background Papers	Name/Ext of holder of file/copy	Department / Location
1	School Organisation Strategy Cabinet 21 ^{March} 2011	X3768	Children's Services
2	School Condition Surveys	X3768	Children's Services
3	School Organisation Strategy Cabinet 5 th March 2012	X3768	Children's Services
4	School Organisation Update	X3768	Children's Services
5	Housing Benefits/ Local Housing Allowance 14 th November 2012	X1909	Housing
Responsible officer: Andy Rennison x. 3768			

Primary School Preferences

	Admission	2012/13		2011/12		2010/11	
		First	Second	First	Second	First	Second
Addison	60	51	28	65	30	40	30
All Saints	30	53	41	62	4	49	26
Ark Conway	30	44	29	21	15		
Avonmore	30	48	30	53	27	68	34
Bentworth	30	25	24	39	36	28	40
Brackenbury	60	93	105	103	101	110	119
Canberra	60	55	25	44	34	49	29
Flora Gardens	30	27	24	32	25	36	30
Fulham Primary	60	30	10	49	26	36	14
Greenside	30	26	41	36	42	43	60
Holy Cross E'cole	28	72	32	68	37	42	22
Holy Cross RC	60	50	46	54	46	60	36
John Betts	30	71	92	67	102	92	90
Kenmont	30	38	24	36	20	65	2
Langford	45	21	4	25	9	41	5
Larmenier and Sacred Heart	60	108	56	99	61	104	66
Lena Gardens	30	20	20	23	27	26	19
Melcombe	60	35	24	46	31	44	30
Miles Coverdale	30	35	24	31	22	27	23
New Kings	30	21	14	31	19	27	34
Normand Crodt	30	33	22	36	20	28	26
Old Oak	60	45	18	38	19	51	15
Pope John	30	54	23	42	35	50	20
Queens Manor	30	28	19	25	22	23	15
Sir John Lillie	60	50	28	51	28	49	36
St Augustine's	30	43	48	50	48	44	46
St John's Walham	60	51	42	66	47	49	40
St Mary's RC	30	23	44	22	46	31	43
St Paul's CE	30	32	18	23	15	33	14
St Peter's CE	30	51	24	57	22	53	16
St Stephen's CE	30	68	46	74	25	55	33
St Thomas of Canterbury	60	32	33	39	38	43	22
Sullivan	45	28	17	39	26	34	18
The Good Shepherd	30	45	36	39	36	47	22
Wendell Park	60	67	29	69	42	77	21
Wormholt	60	64	41	38	28	71	38
		1,637	1,181	1,692	1,211	1,725	1,134

Secondary School Preferences

	2012/13		2011/12		2010/11	
	First	Second	First	Second	First	Second
Burlington Danes	173	189	203	194	193	184
Fulham Boys College	22	26	38	32	40	37
Fulham Cross Girls	77	67	96	57	111	76
Hammersmith Academy	210	209	190	182		
Hurlingham & Chelsea	59	40	69	67	69	65
Lady Margaret	276	166	263	172	298	186
Phoenix	124	79	167	104	176	105
Sacred Heart	266	151	351	166	348	170
The London Oratory	316	270	308	274	338	294
West London Free School	253	252				
	1,776	1,449	1,685	1,248	1,573	1,117

Provisional KS4 Results 2012 - 3 Year Trend

Appendix 2

2012 PROVISIONAL*							2011				2010			
School	5 or more grades A*-C including English and maths GCSEs	English Bacca-laureate	Level 2 (5 or more grades A*-C)	at least one qualification (1+ A*-G)	Proportion making Expected Levels of Progress Key Stage 2-4		5 or more grades A*-C including English and maths GCSEs	English Bacca-laureate	Level 2 (5 or more grades A*-C)	at least one qualification	5 or more grades A*-C including English and maths GCSEs	English Bacca-laureate	Level 2 (5 or more grades A*-C)	at least one qualification
					English	Maths								
Burlington Danes Academy	63.6%	22.1%	79.9%	100.0%	68.5	86.6	75%	19%	90%	100%	67%	4%	86%	99%
Fulham Cross Girls	74.1%	25.9%	96.4%	100.0%	93.5	80.6	72%	33%	95%	99%	69%	37%	92%	100%
Henry Compton	53.1%	4.2%	90.6%	100.0%	69.0	68.6	51%	9%	91%	100%	36%	3%	80%	100%
Hurlingham and Chelsea	39.8%	2.3%	89.8%	100.0%	56.2	71.4	61%	4%	98%	100%	49%	0%	83%	100%
Lady Margaret	72.2%	53.3%	82.2%	100.0%	77.3	78.4	92%	61%	93%	100%	90%	58%	92%	100%
The London Oratory	91.0%	73.0%	94.9%	99.4%	91.0	96.1	94%	71%	96%	100%	94%	69%	97%	100%
Phoenix High	47.9%	0.6%	68.9%	100.0%	64.5	71.5	44%	0%	95%	100%	44%	1%	97%	100%
Sacred Heart High	84.0%	55.2%	95.7%	100.0%	82.2	88.3	94%	57%	98%	99%	95%	63%	99%	100%
PRUS														
The Bridge**	0.0%	0.0%	0.0%	97.4%	n/a	n/a					1%	0%	1%	69%

Specials

Cambridge School	0.0%	0.0%	0.0%	100.0%	0.0	0.0	0%	0%	0%	100%	0%	0%	0%	100%
Jack Tizard School	0.0%	0.0%	0.0%	0.0%	0.0	0.0					<	<	<	<
Queensmill	0.0%	0.0%	0.0%	100.0%	0.0	0.0								
Woodlane High School	0.0%	0.0%	0.0%	100.0%	16.7	8.3	0%	0%	0%	100%	0%	0%	0%	86%

Local Authority Average	65.3%	31.1%	83.7%	99.4%	74.2	79.3	71.3%	32.8%	91.5%	99.4%	68.4%	32.0%	89.1%	98.9%
National Average***	58.4%	16.1%	82.7%	99.3%	68.9	69.6	58.4%	17.6%	79.6%	99.3%	54.0%	15.6%	75.4%	99.1%

Notes;

2008-2011 figures are FINAL; as published in the DfE Achievement and Attainment Tables

***2012 data is PROVISIONAL- based on the provisional DfE results feed for the LA. Schools were contacted to for further amendments.**

Pupil removals from this dataset reflect disapplications made by schools. All school figures and the LA average presented here are therefore based on this amended dataset. National average is based on the DfE's first release of provisional data.

****Bridge data is not published by the DfE nor included in the LA average. It is provided here for information only and reflects local calculations.**

Prepared by Education and Schools Data Team 18th October 2012

***** 2012 National figures are provisional; source SFR 25**

<http://www.education.gov.uk/researchandstatistics/statistics/recentreleases/a00214981/gcse-national-curriculum-teacher-assessment-ks3-england>

Main Indicator by Schools Trend 2010-2012

Appendix 3

	2012 JULY PROVISIONAL*			2011			2010		
	Pupils Achieving L4+ English and Maths Combined	Two Levels Progress English KS1 to KS2	Two Levels Progress maths KS1 to KS2	L4+ Eng and Maths Combined	Two Levels Progress English KS1 to KS2	Two Levels Progress maths KS1 to KS2	Pupils Achieving L4+ English and Maths Combined	Two Levels Progress English KS1 to KS2	Two Levels Progress maths KS1 to KS2
Addison	70.8	97.4	81.6	67	92	73	83.3	81.8	78.3
All Saints	96.2	96.2	100.0	90	100	95			
Avonmore	85.7	96.3	88.9	75	89	81	60.7	95.0	90.0
Bentworth	81.8	100.0	90.0	60	89	93			
Brackenbury	85.7	100.0	100.0	69	89	87	63.6	85.0	75.0
Canberra	54.5	80.6	61.3	56	91	86			
Flora Gardens	69.0	92.9	67.9	78	96	92	83.3	100.0	96.7
Fulham	92.6	96.2	88.5	65	78	75			
Good Shepherd	100.0	100.0	100.0	100	100	100	82.1	88.9	85.2
Greenside	82.6	95.2	90.9	83	96	92			
Holy Cross	70.4	88.9	80.8	89	96	96	87.5	90.0	89.3
John Betts	89.3	100.0	92.6	87	93	97			
Kenmont	86.7	100.0	100.0	73	88	88	88.9	96.2	84.6
Langford	51.9	82.6	83.3	66	81	82			
Larmenier & SH	88.3	96.5	87.5	93	95	93	86.9	96.6	96.6
Lena Gardens	75.0	92.3	92.6	77	86	93			
Melcombe	93.9	96.9	96.9	85	91	85	96.6	100.0	100.0
Miles Coverdale	96.6	100.0	100.0	100	100	100			
New Kings	82.8	100.0	100.0	78	96	93	57.1	91.3	100.0
Normand Croft	88.2	94.1	94.1	81	92	96			
Old Oak	62.2	88.2	80.0	75	89	89	56.8	90.3	96.8
Pope John	100.0	100.0	100.0	100	97	100			
Queens Manor	76.0	85.0	89.5	62	79	74	85.7	77.8	85.7
Sir John Lillie	79.2	98.0	90.2	71	87	84			
St Augustines	93.3	93.3	96.7	100	100	100	73.2	92.0	94.0
St Johns	72.4	96.4	89.3	75	96	79			
							93.1	89.3	96.3
							59.3	96.3	63.0

	2012 JULY PROVISIONAL*			2011			2010		
	Pupils Achieving L4+ English and Maths Combined	Two Levels Progress English KS1 to KS2	Two Levels Progress maths KS1 to KS2	L4+ Eng and Maths Combined	Two Levels Progress English KS1 to KS2	Two Levels Progress maths KS1 to KS2	Pupils Achieving L4+ English and Maths Combined	Two Levels Progress English KS1 to KS2	Two Levels Progress maths KS1 to KS2
St Marys	100.0	100.0	100.0	100	100	100	69.2	100.0	77.3
St Pauls	64.3	84.6	76.9	70	85	89	80.8	100.0	96.2
St Peters	86.7	89.7	89.7	80	92	76			
St Stephens	100.0	100.0	96.7	93	93	100	96.4	100.0	100.0
St Thomas	80.0	97.5	90.0	80	87	83	80.4	88.1	100.0
Sulivan	83.3	96.8	93.5	61	79	65	68.2	94.6	80.0
Wendell Park	84.6	95.7	91.5	57	90	76	71.4	91.2	88.2
Wormholt Park	66.7	97.9	87.2	76	91	91			
LA Total	81.0	93.0	88.0	77	90	86	75.6	91.7	90.1
National	80.0	89.0	87.0	74	84	83	74.0	84.0	83.0

Source; DfE SFR 19 <http://www.education.gov.uk/researchandstatistics/statistics/allstatistics/a00213778/national-curriculum-assessments-ks2-england> for LA and National figures, Local analysis for school level data. All other years data is based on revised/final SFR and Attainment Tables. Produced by Education & Schools Data team, H&F, 25.10.12

Equality Impact Analysis Full Tool with Guidance Appendix 4

Overview

This Tool has been produced to help you analyse the likelihood of impacts on the protected characteristics – including where people are represented in more than one– with regard to your new or proposed policy, strategy, function, project or activity. It has been updated to reflect the new public sector equality duty and should be used for decisions from 5th April 2011 onwards. It is designed to help you analyse decisions of high relevance to equality, and/or of high public interest.

General points

1. 'Due regard' means the regard that is appropriate in all the circumstances. In the case of controversial matters such as service closures or reductions, considerable thought will need to be given the equalities aspects.
2. Wherever appropriate, and in all cases likely to be controversial, the outcome of the EIA needs to be summarised in the Cabinet/Cabinet Member report (section 08 of this tool) and equalities issues dealt with and cross referenced as appropriate within the report.
3. Equalities duties are fertile ground for litigation and a failure to deal with them properly can result in considerable delay, expense and reputational damage.
4. Where dealing with obvious equalities issues e.g. changing services to disabled people/children, take care not to lose sight of other less obvious issues for other protected groups.

Timing, and sources of help

Case law has established that having due regard means analysing the impact, and using this to inform decisions, thus demonstrating a conscious approach and state of mind ([2008] EWHC 3158 (Admin), [here](#)). It has also established that due regard cannot be demonstrated after the decision has been taken. Your EIA should be considered at the outset and throughout the development of your proposal, through to the recommendation for decision. It should demonstrably inform, and be made available when the decision that is recommended. This tool contains guidance, and you can also access guidance from the EHRC [here](#). If you are analysing the impact of a budgetary decision, you can find EHRC guidance [here](#). Advice and guidance can be accessed from the Opportunities Manager: PEIA@lbhf.gov.uk or ext 3430.

Full Equality Impact Analysis Tool

<u>Overall Information</u>	<u>Details of Full Equality Impact Analysis</u>
<u>Financial Year and Quarter</u>	<u>2012/2013</u>
<u>Name and details of policy, strategy, function, project, activity, or programme</u>	<p>School Organisation Report</p> <p>The School Organisation Strategy is to address the inadequate capacity issues within our primary, secondary and special schools</p>
<u>Lead Officer</u>	<p><u>Name: Andy Rennison</u></p> <p><u>Position: Assistant Director of Schools Funding & Capital Programme</u></p> <p><u>Email: andy.rennison@lbhf.gov.uk</u></p> <p><u>Telephone No: 020 8753 3768</u></p>
<u>Date of completion of final EIA</u>	<u>15.02.2012</u>

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<u>Section 02</u>	<u>Scoping of Full EIA</u>
<u>Plan for completion</u>	<p><u>Timing: To be agreed at Cabinet 5th March 2012</u></p> <p><u>Resources</u></p> <p><u>Lead Officer: Andy Rennison</u></p>
<u>What is the policy, strategy, function, project, activity, or programme looking to achieve?</u>	<p>The School Organisation Strategy is to address the inadequate capacity issues within our primary, secondary and special schools.</p> <p>The objective of the School Organisation Strategy will be to meet the aspirations of parents/pupils within the borough, within a constrained financial budget. This plan is already described as part of the Council's strategy to deliver its schools of choice agenda.</p> <p>The proposal of the School Organisation Strategy has a positive impact on all the residents of Hammersmith and</p>

Fulham, with children of school age.

The strands that it is intended will benefit from the strategy are:

Age	At present, Age does not apply to under 18s and so this protected characteristic is not relevant. Assessment under age-related issues is given under Children's Rights (below)							N/A	N/A
Disability	<p>The strategy will be of high relevance to, and have a positive impact on disabled children, which will be delivered through the enhanced offer for children with Special Educational Needs (SEN). This will be delivered through the offer of a fully integrated primary to secondary curriculum on one site for children with autism as part of the Queensmill relocation.</p> <p>In addition to Queensmill, the SEN profile for the additional schools affected by the strategy compared to the maintained schools average has been included.</p>							M	+
Special Educational Needs information	Children attending maintained schools (OCTOBER 2011/12 CENSUS)	St Stephens Primary School	Pope John Primary School	Sacred Heart High School	Lady Margaret	John Betts Primary	Brackebury		

Non-SEN	76.2%	87.1%	58.5%	89.2%	91.3%	80.8%	85.5%			
School Action	13.0%	8.7%	27.2%	8.9%	4.5%	10.4%	10.3%			
School Action +	7.3%	2.3%	13.6%	1.3%	1.7%	7.3%	2.5%			
Statement	3.5%	1.9%	0.8%	0.6%	2.4%	1.6%	1.7%			
COMMENTS		There is slightly greater number of non-SEN children than the schools average. The strategy to expand St Stephens Primary is an all encompassing strategy for all	There is a greater number of SEN children that the schools average. The strategy to expand Pope John Primary is an all encompassing strategy for all learners in the borough	There is slightly greater number of non-SEN children than the schools average. The strategy to expand Sacred Heart High Schools is an all encompassing strategy for all	There is a greater number of non-SEN children than the schools average. The strategy for the Lady Margaret bulge class is an all encompassing strategy for all learners in the	There is slightly greater number of non-SEN children than the schools average. The strategy for the John Betts primary bulge class is an all encompassing strategy for all	There is slightly greater number of non-SEN children than the schools average. The strategy for the Brackbury primary bulge class is an all encompassing strategy for all			

				<p>learners in the borough regardless of disability. Given the existing SEN profile, if the school continues to attract a similar profile of students, there is likely to be a neutral benefit for SEN groups.</p>	<p>regardless of disability. Given the existing SEN profile, if the school continues to attract a similar profile of students, there is likely to be a slight positive benefit for SEN groups.</p>	<p>learners in the borough regardless of disability. Given the existing SEN profile, if the school continues to attract a similar profile of students, there is likely to be a neutral benefit for SEN groups.</p>	<p>borough regardless of disability. Given the existing SEN profile, if the school continues to attract a similar profile of students, there is likely to be a neutral benefit for SEN groups.</p>	<p>learners in the borough regardless of disability. Given the existing SEN profile, if the school continues to attract a similar profile of students, there is likely to be a neutral benefit for SEN groups.</p>	<p>learners in the borough regardless of disability. Given the existing SEN profile, if the school continues to attract a similar profile of students, there is likely to be a neutral benefit for SEN groups.</p>		
	<p>Only one of the schools identified for expansion within the strategy has a higher</p>										

	SEN profile than the schools average. As a result some neutral benefits have been identified. Despite this, officers have concluded that overall the strategy has a positive impact on disability as the strategy will offer of a fully integrated primary to secondary curriculum on one site for children with autism as part of the Queensmill relocation. This will have a positive impact on SEN groups.		
Gender reassignment	The strategy will not directly have an impact on this strand, as it is an all encompassing strategy for all learners in the borough. The admission criteria for all the affected schools (which are subject to annual consultation) will remain unchanged. The new opportunities that this strategy will provide will improve the choices for more local children to attend local schools.	N/A	N/A
Marriage and Civil Partnership	This is not applicable as the Strategy is not seeking to provide a service to married people or civil partners. The admission criteria for all the affected schools (which are subject to annual consultation) will remain unchanged. Under the Admissions Code. the Admissions Criteria could not ask for marital status to be declared.	N/A	N/A
Pregnancy and maternity	The strategy will not directly have an impact on this strand, as it is an all encompassing strategy for all learners in the borough. The current number of pregnant school children and/or school children with dependents attending maintained schools is low and not statistically significant. The admission criteria for all the affected schools (which are subject to annual consultation) will remain unchanged and can not discriminate on ground of pregnancy and maternity. The new opportunities that this strategy will provide will improve the choices for more local children to attend local schools as a result there is a low positive benefit.	L	+
Race	The strategy is an all encompassing strategy for all learners in the borough. The admission criteria for all the affected schools (which are subject to annual consultation) will remain unchanged and do not discriminate with regards to race. The new opportunities that this strategy will provide will improve the choices for more local children to attend local schools. The following table identified the current borough averages for children attending	M	+

maintained schools broken down by race is as follows in comparison to the borough profiles:

	Children attending maintained schools (OCTOBER 2011/12 CENSUS) *NOTE: Academies and PRU not included	Borough Profile (ONS ethnicity estimates for 2009)
White	39.6%	76%
Black	27.7%	9%
Asian	7.5%	8.2%
Mixed	10.9%	3.7%
Chinese or Other ethnic group	13.1%	3.2%
Not obtained	1.3%	0%

This data suggests that in comparison to the borough profile, White groups are under represented in maintained schools compared to the borough average. Black, Mixed and Chinese or Other groups are over represented in maintained schools compared to the borough average. Asian groups are slightly under represented in maintained schools compared to the borough average. Although the strategy does not discriminate with regards to race, the improved choices for local children to attend local schools may be proportionately of more relevance to those race groups that are over-represented. **Because of this, officers consider the strategy to be of medium relevance to Race, as some race groups could be differently affected by the proposals.**

The below table looks more specifically at the schools affected by the strategy proposed in the Cabinet Report (see recommendations) with regards to race.

Race	Children attending	St Stephens Primary	Pope John Primary School	Sacred Heart High School	Lady Margaret	John Betts Primary	Brackenbury	Queensmill
White	39.6%	53.2%	30.9%	71.8%	70.3%	75.1%	42.9%	33.7%
Black	27.7%	28.5%	34.7%	7.7%	10.2%	5.7%	25.1%	26.3%
Asian	7.5%	4.6%	9.1%	5.8%	4.5%	5.2%	9.1%	10.5%
Mixed	10.9%	12.5%	15.1%	6.8%	7.4%	7.3%	12.4%	7.4%
Other	13.1%	0.8%	9.1%	4.0%	4.5%	5.7%	9.7%	21.1%
Not obtained	1.3%	0.4%	1.1%	3.9%	3.0%	1.0%	0.8%	1.1%
COMMENTS		There is a slightly greater intake of Black, White and Mixed ethnic groups than the schools	There is a slightly greater intake of Black, Asian and Mixed race groups compared to the	There is a lower intake of Black, Asian and Mixed groups and an overrepresentation of White	There is a lower intake of Black, Asian and Mixed groups and an overrepresentation of White	There is a lower intake of Black, Asian and Mixed groups and an overrepresentation of White	There is a slightly lower intake of Black, Asian group and a slight overrepresentation of White	There is a slightly greater intake of Asian groups and a slightly lower intake of White, Black and

				<p>average. There is a slightly lower intake of Asian children. The strategy to expand St Stephens Primary is an all encompassing strategy for all learners in the borough regardless of race. The new opportunities</p>	<p>schools average. There is a slightly lower intake of white students. The strategy to expand Pope John Primary is an all encompassing strategy for all learners in the borough regardless of race. The new opportunities that</p>	<p>groups compared to the schools average. The strategy to expand Sacred Heart High Schools is an all encompassing strategy for all learners in the borough regardless of race. The new opportunities that this strateg</p>	<p>groups compared to the schools average. The strategy for the Lady Margaret bulge class is an all encompassing strategy for all learners in the borough regardless of race. The new opportunities that this strateg</p>	<p>groups compared to the schools average. The strategy for the John Betts primary bulge class is an all encompassing strategy for all learners in the borough regardless of race. The new opportunities that this strateg</p>	<p>and Mixed groups compared to the schools average. The strategy for the Brackbury primary bulge class is an all encompassing strategy for all learners in the borough regardless of race. The new opportunities that</p>	<p>Mixed groups compared to the schools average. The strategy to expand Queen's Mill is an all encompassing strategy for all learners in the borough regardless of race. The new opportunities that this strategy will provide</p>		
--	--	--	--	--	---	---	---	--	--	--	--	--

				that this strategy will provide will improve the choices for more local children to attend local schools . Given the existing race profile there is likely to be a slight positive benefit for those groups currently overrep	this strategy will provide will improve the choices for more local children to attend local schools . Given the existing race profile there is likely to be a slight positive benefit for those groups currently overrepresen	y will provide will improve the choices for more local children to attend local schools . Given the existing race profile there is likely to be a less benefit for those groups currently underre	y will provide will improve the choices for more local children to attend local schools . Given the existing race profile there is likely to be a neutral benefit for those groups currently underre	y will provide will improve the choices for more local children to attend local schools . Given the existing race profile there is likely to be a neutral benefit for those groups currently underre	this strategy will provide will improve the choices for more local children to attend local schools . Given the existing race profile there is likely to be a slight positive benefit for those groups currently underre	will improve the choices for more local children to attend local schools . Given the existing race profile there is likely to be a slight positive benefit for Asian groups currently overrepresen		
--	--	--	--	---	---	---	--	--	--	--	--	--

	resented.											
	<p>*NOTE: Academies and PRU not included</p> <p>Overall the schools listed in the strategy attract a wide mix of ethnic groups to reflect the diversity of the borough. It is therefore concluded the strategy to be of medium relevance to Race, with a positive impact.</p>											
Religion/belief (including non-belief)	The School Organisation Strategy will have a positive albeit low impact on local faith residents, through the extended offer in our faith schools, through the extension to existing provision.										L	+
Sex	<p><u>The School Organisation Strategy will have a positive impact on this protracted characteristic by extending the offer of single sex provision at our over subscribed schools. This includes a medium positive impact for females by expanding the single sex offer at Sacred Heart High School and Lady Margaret and increased single sex provision for males at the Henry Compton site (refer to Cabinet Report section 3.1 for greater detail of the new projects).</u></p>										M	+
Sexual Orientation	The School Organisation Strategy will not directly have an impact on this strand, as it is an all encompassing strategy for all learners in the borough. The admission criteria for all the affected schools (which are subject to annual consultation) will remain unchanged										N/A	N/A
<p>Human Rights and Children's Rights</p> <p>Will it affect Human Rights, as defined by the Human Rights Act 1998? Yes: Article 2 of Protocol 1: Right to education. It is expected that the strategy will have a positive impact on this (e.g. via additional learning capacity for borough learners).</p> <p>Will it affect Children's Rights, as defined by the UNCRC (1992)? Yes: the right to education, and special rights for disabled children. It is expected that the strategy will have a</p>												

positive impact on these rights (e.g. via additional learning capacity for borough learners)

Section 03

Documents and data reviewed

Analysis of relevant data and/or undertake research

Please see details from EIA in 2011 below: Plus Admissions & Census data, plus current pupil data. We also did a bid process with all schools on how they could deliver within the schools of choice agenda.

We undertook a consultation that was open to all strands, from 21 April to 2008 to 9 June 2008, through a variety of ways:

- Pupil post to all parents of primary, secondary and special schools in the borough
- To parents of primary age parents at independent schools
- All Early Years settings
- Hammersmith and Fulham website
- Freepost questionnaires left at municipal buildings in the borough
- Partner agencies
- Voluntary organisations
- 20 meetings at various schools (parent, governors and staff)
- 22 meetings with children at their schools
- 7 meetings with specific groups such as early years providers, employers steering group and school staff
- Special meeting with headteachers
- 8 road shows at libraries and town halls
- A children's conference at Chelsea Football ground

With a total of 1,304 children and 437 adults attended the above meetings.

Nearly 3,000 questionnaires were received in response to the consultation and recommendations were made to

take into account the views were portrayed.

The main strands positively affected by the consultation were, age, disability, gender and religion, through the schools community. All these strands were affected positively by the recommendations that were contained within the Cabinet Reports that detailed the consultation and results. The relevant consultation and questionnaires, can be found in the Cabinet Reports of 14 July 2008 and 2 March 2009 respectively and are detailed in the background papers to this strategy

We undertook a consultation that was open to all strands, but primarily aimed at parents of SEN children, from 24 November 2008 to 19 January 2009, through three options:

- Parents of children at all the schools affected by the proposals (given a summary via pupil post)
- An executive summary sent to other stakeholders and made available at public libraries and both town halls
- The detailed documents (and summaries) were published on the Councils website.

The main positively affected strand was disability, by the proposals that were captured by the responses to the consultation and the recommendations that were approved by Cabinet. The relevant consultation and questionnaires can be found in the Cabinet Report of 2 March 2009 and are detailed as background papers to this strategy.

Mid Year Population Estimates

Data has been compared to that of the ONS Mid Year Population Estimates for 2009, which can be accessed here:

http://www.lbhf.gov.uk/Directory/Council_and_Democracy/Plans_performance_and_statistics/Statistics_and_census_information/Census_information/7057_Demographic_Data_for_Hammersmith_and_Fulham.aspx

October 2011/12 CENSUS

Data has been taken from the October 2011/12 CENSUS concerning the schools profiles.

New research

N/A.


<u>Section 04</u>	<u>Undertake and analyse consultation</u>
<u>Consultation</u>	Given the previously undertaken detailed consultation a further consultation is not required for this strategy.
<u>Analysis</u>	From the previous consultations, listed above, all stakeholders that had responded were in favour of our proposals. Please refer to the Cabinet papers of 14 July 2008 and 2 March 2009 which are listed as background papers to this strategy for full details.

<u>Section 05</u>	<u>Analysis of impact and outcomes</u>
<u>Analysis</u>	The consultation and assessment data have shown support for the proposals and these were taken into consideration in our recommendations to Cabinet.

<u>Section 06</u>	<u>Reducing any adverse impacts</u>
<u>Outcome of Analysis</u>	The consultations did not exclude any member of the strands, as the consultations were open for all to respond to if desired.

<u>Section 07</u>	<u>Action Plan</u>
<u>Action Plan</u>	The action plan is to receive Cabinet Approval on the recommendations contained within the report and the implementation of these via the Lead Officer (Andy Rennison) in consultation with the Chief Officer (Andrew Christie).

<u>Section 08</u>	<u>Agreement, publication and monitoring</u>
<u>Chief Officer sign-off</u>	<u>Name: Andrew Christie</u> <u>Position: Director of Children's Services</u> <u>Email: andrew.christie@lbhf.gov.uk</u> <u>Telephone No: 020 8753 3601</u>
<u>Key Decision Report</u>	<u>Date of report to Cabinet/Cabinet Member: 05/02/12 – Cllr Helen Binmore</u> <u>Confirmation that key equalities issues found here have been included: Yes</u>
<u>Opportunities Manager for advice and guidance only</u>	<u>(When EIAs have been determined to be of high relevance)</u> <u>Name: Carly Fry</u> <u>Position: Opportunities Manager</u> <u>Email: PEIA@lbhf.gov.uk</u> <u>Date: 13.02.2012</u>

	<p style="text-align: center;">London Borough of Hammersmith & Fulham</p> <p style="text-align: center;">CABINET</p> <p style="text-align: center;">14 January 2013</p>
<p>TITLE OF REPORT:</p> <p>LONDON BOROUGH'S GRANTS SCHEME BUDGET 2013-14</p>	
<p>Report of the Leader of the Council, Councillor Nicholas Botterill</p>	
<p>Open Report</p>	
<p>For Decision: Yes Key Decision: Yes</p>	
<p>Wards Affected: All</p>	
<p>Accountable Executive Director: Andrew Webster, Executive Director Tri Borough Adult Social Care</p>	
<p>Report Author: Sue Spiller, Head of Community Investment</p>	<p>Contact Details: Tel: 020 8753 2483 E-mail: sue.spiller@lbhf.gov.uk</p>

1. EXECUTIVE SUMMARY

- 1.1 The London Councils Grants Committee, on which LBHF is represented, met on 13 November 2012 and agreed the budget for the London Borough's Grants Scheme for 2013-14. This scheme funds a range of services across London boroughs (including Hammersmith & Fulham), which is administrated and monitored by London Councils. The LBHF contribution will be £200,095.
- 1.2 A formal decision is required because London Councils need a two thirds majority approval from the boroughs, otherwise legal provisions come into effect that would force it to set the budget at 2012-13 levels. This would have the highly undesirable effect of increasing LBHF's contribution to £249,390.
- 1.3 London Councils notified LBHF of its contribution for 2013-14 on 16 November, with a request for formal approval by 18 January 2013.

2. RECOMMENDATIONS

- 2.1. That the London Boroughs Grants Scheme budget for 2013-14 be approved.

- 2.2. That approval be given to the LBHF contribution of £200,095, to be paid in 2013-14.

3. REASONS FOR DECISION

- 3.1 A formal decision is required because London Councils need a two thirds majority approval from the boroughs, otherwise legal provisions come into effect that would force it to set the budget at 2012-13 levels. This would have the highly undesirable effect of increasing LBHF's contribution to £249,390.

4. INTRODUCTION AND BACKGROUND

- 4.1. LBHF is a member of London Councils, which involves making a contribution to the London Boroughs Grants Scheme. The London Councils Grants Committee met in November 2012 and reached agreement about the budget for 2013-14. London Councils have now written to LBHF (see Appendix 1) to inform us that our contribution to the scheme for 2013-14 will be £200,095. They have requested that LBHF formally approve the proposed Grants Scheme budget and LBHF's funding contribution to it.
- 4.2. A formal decision is required because London Councils need a two thirds majority approval from the boroughs, otherwise legal provisions come into effect that would force it to set the budget at 2012-13 levels. This would have the highly undesirable effect of increasing LBHF's contribution to £249,390.
- 4.3. The budget for the LBGS contribution is within the Community Investment Team budget (currently part of Adult Social Care department). A previous MTFs proposal anticipated a greater reduction in LBHF's contribution to the scheme. However, ASC have identified funding to meet this expenditure for 2013-14.

5. PROPOSAL AND ISSUES

- 5.1. It is proposed to contribute £200,095 to the scheme, which offers a £49,295 reduction from the 2012-13 level.
- 5.2. For information, Tri-Borough contributions to the scheme are as follows

Year	LBHF	RBKC	WCC
10-11	£595,032	£623,021	£815,491
11-12	£306,144	£306,505	£449,925
12-13	£249,390	£249,096	£371,954
13-14	£200,095	£173,657	£240,904

6. OPTIONS AND ANALYSIS OF OPTIONS

- 6.1 Individual Councils do not have the authority to determine the level of contribution they will make to the scheme. Constituent Councils are required to contribute to any London Boroughs Grants Scheme expenditure, which has been incurred with the approval of at least two-thirds of the constituent Councils. Contributions are, under Regulation 6(8) of the Levying Bodies (General) Regulations 1992, to be proportionate to constituent Councils' populations.
- 6.2 Calculation of borough contributions is on a "per head of population" basis, as required by the governing statute (LGA 1985, S48). London Councils is required to use the population figures as determined by the Secretary of State, which in effect means the latest mid-year estimates of population. The calculation is then relatively straightforward with the Hammersmith & Fulham population representing 2.28% of the whole of London, so therefore the LBHF contribution is 2.28% of the total figure required from London local authorities.
- 6.3 The budget for LBGS has to be agreed by two thirds of London Councils. If this agreement is not reached by the end of January 2013, under the legislation governing the scheme the overall level of expenditure will be deemed to be the same as that approved for the previous year to be introduced.
- 6.4 An overall level of expenditure of £10 million for the Grants Scheme in 2013/14 compares to a total expenditure of £12.5 million for 2012/13. This sum is sufficient to continue to fund the commissioned services up to the end of their fixed term current funding agreements.

7. EQUALITY IMPLICATIONS

- 7.1 An equalities impact assessment has been carried out and is available electronically. In arriving at the proposed budget, London Councils have taken equalities implications into account. For the purposes of this report, LBHF is relying upon the process undertaken by London Councils.

8. LEGAL IMPLICATIONS

- 8.1 The Council is bound by a legal agreement entered into by the constituent Councils of the London Councils which governs its activities including the London Borough's Grant's Scheme.
- 8.2 Section 48(3) of the Local Government Act 1985 requires that at least two-thirds of the member authorities approve the budget by 1 February 2013. In the event the Councils are unable to reach agreement the Secretary of

State for Communities and Local Government has power to intervene and set the budget at the same level as the preceding year.

8.3 Implications verified/completed by: Janette Mullins, Head of Litigation.

9. FINANCIAL AND RESOURCES IMPLICATIONS

9.1 The proposed 2013/14 LBHF contribution of £200,095 can be met from the Community Investment revenue budget of £95,000 and £105,095 from funds set aside in an earmarked reserve.

9.2 Delivering savings on the London Boroughs Grants Scheme needs to be achieved by London Councils, and the proposed reduction of £49,295 from the 2012/13 contribution is built into the MTFS savings programme.

9.3 As part of the funding is non-recurring in 2013/14, the Council will need to encourage London Councils to make further expenditure reductions when it sets its budget for 2014/15, and the risk they are not able to deliver the savings across the scheme will be managed as part of the MTFS process.

9.4 Implications verified/completed by: Prakash Daryanani, Head of Finance (Community Services), extension no. 2523.

10. RISK MANAGEMENT

10.1. The London Borough Grants Scheme is not listed on the council's risk register.

11. PROCUREMENT AND IT STRATEGY IMPLICATIONS

11.1. There are no procurement and IT Strategy implications for LBHF in relation to this report or the London Borough's Grants scheme.

LOCAL GOVERNMENT ACT 2000 **LIST OF BACKGROUND PAPERS USED IN PREPARING THIS REPORT**

No.	Description of Background Papers	Name/Ext of holder of file/copy	Department/ Location
1.	London Councils Chief Executives Circular: London Councils Grants Scheme 2013/14 expenditure	Sue Spiller ext 2483	Adult Social Care 77 Glenthorne Road

LIST OF APPENDICES:

Appendix 1: London Councils Chief Executives Circular (16 November 2012): London Councils Grants Scheme 2013/14 expenditure.

Chief Executives' Circular

To: Borough Chief Executives

Cc:

Borough
Treasurers
Nick Lester
Frank Smith
Mark Brangwyn
Katy Makepeace-
Gray

Date: 16 November 2012

Ref. no: 04/12

Contact:

Telephone: 020 7934 9700

Email: Frank.smith@londoncouncils.gov.uk

Response Date: 18 January 2013

London Councils Grants Scheme 2013/14 expenditure

Summary:

This circular informs Chief Executives of the recommended level of the London Borough Grants Scheme budget for 2013/14, and seeks a formal response to that recommendation, **ideally by Friday 18 January 2013, but no later than Thursday 31 January 2013.**

Please provide written notification of your borough's agreement to this budget by the dates set out in bold above. The means by which each borough arrives at such a formal decision will be dependent upon local Schemes of Delegation, Standing Orders and Terms of Reference. In most cases, however, we anticipate a cabinet or mayoral decision will be provided to us.

Background

The London Councils Grants Committee considered proposals for expenditure in 2013/14 at its meeting on 5 November 2012. The Leaders' Committee agreed to recommend a budget for the Grants Scheme at its meeting on 13 November and the recommendation now made to constituent councils is set out below.

Overall level of expenditure of £10 million in 2013/14 (inclusive of £2 million gross ESF programme – 50% funded by boroughs and 50% by ESF grant) comprising:

Grants - £9.48 million including £7.6 million and £1.88 million for ESF grants
(inc borough subscriptions to London Funders of £60,000)

Administrative Expenditure - £520,000

Income would comprise:

European Social Fund grant - £1 million

Borough contributions - £9 million

The draft budget makes provision for a Grants Programme in 2013/14 for a new set of commissions that accord with the new principles and priorities of the Grants Scheme, as agreed, following extensive consultation earlier in 2012. The commissions to be awarded to deliver the principles and priorities of the London Councils Grants Programme will be considered by the Grants Committee at its meeting to be held on 20 February 2013. This will follow assessment by officers and include an analysis of equalities impacts of the proposed services. The Grants Committee will make its decisions in awarding commissions based on the available budget for 2013/14 and to provide a programme that provides services that meet the principles and priorities having "due regard" to relevant equalities considerations.

The context in which this recommendation is made is set out in reports to Grants Committee on 5 November 2012 and to the Leaders' Committee on 13 November 2012. Taking account of the application of £1 million ESF grant, the net borough contributions for 2013/14 of £9 million will represent a reduction of £2.5 million or 21.7% on the 2012/13 subscription of £11.5 million. Since 2010/11, borough contributions towards the Grants Programme have reduced from £24.9million to £9million, a reduction of £15.9million, or 64%.

The proposed revenue income and expenditure budget for 2013/14 is attached.

Contributions for 2013/14 have been calculated using the 2011 Census data, adjusted by the ONS to provide the mid-year estimates for June 2011. Contributions are, under Regulation 6(8) of the Levying Bodies (General) Regulations 1992, to be proportionate to constituent councils' populations. For 2013/14 the apportionment is based on the ONS mid-year estimates for 2011 in accordance with Section 48 (4) Local Government Act 1985, which states that "the population of any areas shall be taken to be the number estimated by the Registrar General and certified by him to the Secretary of State by reference to such date as the Secretary of State may from time to time determine."

Approval

As you are aware, constituent councils are required to contribute to any London Boroughs Grants Scheme expenditure, which has been incurred with the approval of at least two-thirds of the constituent councils. The total contribution required from each constituent council for 2013/14 is attached.

In the event that constituent councils are unable to reach agreement by the two-thirds majority required on the overall level of expenditure before 1 February 2013, the Secretary of State for Communities and Local Government has powers to intervene and set the budget at the same level as the preceding year i.e. £12.5 million). Section 105 of the Local Government Act 1992 and section 48 (4A) of the Local Government Act 1985 apply.

Section 48(3) of the Local Government Act 1985 requires that at least two-thirds of the boroughs must approve the budget and the budget must be agreed by two-thirds of constituent councils before 1 February 2013. I would therefore be grateful if you would advise me in writing of your authority's formal response to the recommendation as soon as possible; ideally by Friday 18 January 2013 (as required under section 7.5 of the Grants Scheme), but no later than 31 January 2013. If you are unable to meet the 18 January deadline, please let me know.

Once 22 councils have given their approval the overall level of expenditure and contributions to it are binding on all constituent councils.

Equalities Effects

In reaching its decision, Leaders' Committee had regard to the duties of the Equality Act 2010 and in particular the Public Sector Equalities Duty (the PSED).

In summary, the analysis of the equalities identified that a refocusing of the future Grants Programme to reflect the reduced resources available in the context of the significant spending constraints facing local authorities, will have an impact on protected groups. The decisions which have already been taken to agree the principles and priorities of the new Grants Programme, and to agree the service specifications and strands to deliver these outcomes, have been taken with the intention of applying scarce resources to seek, where possible, to mitigate any adverse equality impacts arising from a refocused Grants Programmes operating with a reduced budget.

Conclusion

I look forward to your responses, ideally by **Friday 18 January 2013** and no later than **Thursday 31 January 2013**.

Thank you

Yours sincerely

A handwritten signature in black ink, appearing to read "John O'Brien".

John O'Brien
Chief Executive

Grants Committee Income and Expenditure Budget 2013/14

Expenditure	Revised Budget 2012/13 £000	Developments £000	Inflation £000	Original Budget 2013/14 £000
Payments in respect of Grants				
London Councils Grants Programme	9,940	-2,400	0	7,540
Membership Fees to London Funders (for all boroughs)	60	0	0	60
European Social Fund Co-Financing	1,905	-25	0	1,880
Sub-Total	11,905	-2,425	0	9,480
Operating (Non-Grants) Expenditure				
Contractual Commitments				
External audit fees	16	-12	0	4
Col. Finance/Payroll/legal SLA	18	1	0	19
GLE ESF Management Fee	59	-59	0	0
Maintenance of GIFTS Grants IT system	10	0	0	10
Salary Commitments	103	-70	0	33
Officers	330	2	0	332
Members	19	0	0	19
	349	2	0	351
Discretionary Expenditure				
Staff training/recruitment advertising	6	0	0	6
Staff travel	2	0	0	2
Supplies and service	19	-2	0	17
Research	12	-2	0	10
	39	-4	0	35
Total Operating Expenditure	491	-72	0	419
Central Recharges	104	-3	0	101
Total Expenditure	12,500	-2,500	0	10,000
Income				
Core borough subscriptions				
Contribution to grant payments	11,000	-2,400	0	8,600
Contribution to non-grants expenditure	500	-100	0	400
	11,500	-2,500	0	9,000
Other Income				
ESF Income	1,000	0	0	1,000
	1,000	0	0	1,000
Transfer from Reserves	0	0	0	0
Central Recharges	0	0	0	0
Total Income	12,500	-2,500	0	10,000
Net Expenditure	0	0	0	0

Borough Subscriptions 2013/14




ONS Mid-2010 Estimate of Population ('000)	%	2012/13 Borough Contribution (£)		ONS Mid-2011 Estimate of Population ('000)	%	2013/14 Borough Contribution (£)	Difference from 2012/13 (£)		
235.4	3.01%	345,942	Inner London	220.1	2.68%	241,452	-104,490		
11.7	0.15%	17,194		Camden	7.4	0.09%	8,118	-9,076	
228.5	2.92%	335,802		City of London	255.5	3.11%	280,287	-55,515	
219.2	2.80%	322,135		Greenwich	247.2	3.01%	271,181	-50,953	
169.7	2.17%	249,390		Hackney	182.4	2.22%	200,095	-49,295	
194.1	2.48%	285,248		Hammersmith and Fulham	206.3	2.51%	228,314	-58,934	
189.5	2.17%	249,096		Islington	158.3	1.93%	173,657	-75,439	
284.5	3.64%	418,099		Kensington and Chelsea	304.5	3.71%	334,040	-84,059	
266.5	3.41%	391,646		Lambeth	276.9	3.38%	303,763	-87,884	
287.0	3.67%	421,773		Lewisham	288.7	3.52%	316,707	-105,065	
237.9	3.04%	349,616		Southwark	256.0	3.12%	280,835	-68,781	
288.6	3.70%	425,594		Tower Hamlets	307.7	3.75%	337,551	-88,043	
253.1	3.23%	371,954		Wandsworth	219.6	2.68%	240,904	-131,050	
2,946.7	36.38%	4,183,488		Westminster	2,930.6	35.72%	3,214,905	-968,583	
179.7	2.30%	264,086		Outer London	187.0	2.28%	205,141	-58,944	
348.2	4.45%	511,712			Barking and Dagenham	357.5	4.36%	392,182	-119,530
228.0	2.91%	335,067			Barnet	232.8	2.84%	255,385	-79,683
256.6	3.28%	377,097	Bexley		312.2	3.81%	342,487	-34,610	
312.4	3.99%	459,101	Brent		310.6	3.79%	340,732	-118,969	
345.6	4.42%	507,891	Bromley		364.8	4.45%	400,190	-107,701	
318.5	4.07%	468,065	Croydon		339.3	4.14%	372,216	-85,849	
294.9	3.77%	433,383	Ealing		313.9	3.83%	344,352	-89,031	
225.0	2.88%	330,658	Enfield		255.5	3.11%	280,287	-50,372	
230.1	2.94%	338,153	Harrow		240.5	2.93%	263,831	-88,991	
236.1	3.02%	346,971	Havering		237.9	2.90%	260,979	-85,991	
268.1	3.40%	391,058	Hillingdon		275.5	3.36%	302,227	-88,832	
236.8	3.03%	347,999	Hounslow		254.9	3.11%	279,628	-88,371	
189.0	2.16%	248,361	Kingston upon Thames		180.4	1.96%	175,961	-72,400	
208.8	2.67%	306,851	Merton		200.5	2.44%	219,951	-86,900	
240.1	3.07%	352,849	Newham		310.5	3.78%	340,622	-12,227	
270.5	3.46%	397,525	Redbridge		281.4	3.43%	308,699	-88,825	
190.9	2.44%	280,545	Richmond upon Thames	187.5	2.29%	205,690	-74,855		
194.2	2.48%	285,395	Sutton	191.1	2.33%	209,639	-75,756		
227.1	2.90%	333,744	Waltham Forest	259.7	3.17%	284,894	-48,850		
4,978.6	63.62%	7,316,512	Totals	5,273.5	64.28%	5,785,095	-1,531,417		
7,826.3	100.00%	11,500,000	Totals	8,204.1	100.00%	9,000,000	-2,500,000		

11,500,000

9,000,000

Tri-Borough Executive Decision Report

[Note: For the purposes of the statutory record, this report will be accompanied by the relevant sign-off sheet used at each authority that is party to this decision. Such record will be retained at each such authority.]

Decision maker(s) at each authority and date of Cabinet meeting, Cabinet Member meeting or (in the case of individual Cabinet Member decisions) the earliest date the decision will be taken	<p><i>Cabinet</i></p> <p><i>Cllr Marcus Ginn, Cabinet Member for Community Care</i></p> <p><i>Cllr Helen Binmore, Cabinet Member for Children's Services</i></p> <p>Date of decision: 14 January 2013</p>	
	<p><i>Cllr Fiona Buxton, Cabinet Member for Adult Social Care, Public Health and Environmental Health</i></p> <p><i>Cllr Elizabeth Campbell, Cabinet Member for Children and Families</i></p> <p>Date of decision: <i>[insert]</i></p> <p>Forward Plan reference: <i>KD03866</i></p>	 <p>THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA</p>
	<p><i>Cllr Nickie Aiken, Cabinet Member for Children, Young People and Community Protection</i></p> <p><i>Cllr Rachael Robathan, Cabinet Member for Adults</i></p> <p>Date of decision: <i>[insert]</i></p> <p>Forward Plan reference: <i>135</i></p>	 <p>City of Westminster</p>
Report title (decision subject)	TRI-BOROUGH PASSENGER TRANSPORT	
Reporting officer	<i>Andrew Christie and Andrew Webster, Executive Directors of Childrens Services and of Adult Social Care</i>	
Key decision	Yes	
Access to information classification	Public	

1. EXECUTIVE SUMMARY

- 1.1 In September 2012 the Cabinet Members for Adult Social Care and Children's Services in Hammersmith and Fulham (LBHF), Kensington and Chelsea (RBKC) and Westminster (WCC) agreed to initiate a parallel procurement process to select and appoint contractors to provide the following services on behalf of the Tri-borough group:
 - a. Management of passenger transport operations
 - b. A framework for provision of taxi and minibus services for Children's Services and Adult Social Care clients
- 1.2 To facilitate this process the following actions have been taken forward to progress the Tri-borough approach:
 - a. WCC has extended their current contract for taxi provision from September 2012 to August 2013.
 - b. LBHF has made interim arrangements for taxi services from January 2013 to the commencement of a new tri-borough contract.
 - c. Appropriate external subject matter consultancy and project management resource has been secured and all of the activities undertaken have built on work previously undertaken.
 - d. Robust governance and programme management arrangements have been put in place to ensure the programme is properly resourced and to act as a sponsoring and decision making body. Details of these arrangements are provided in Appendix 1.
 - e. The procurement process is incorporating work to rationalise existing passenger transport routes across the tri-borough area although the new providers will be responsible for maintaining the most efficient arrangements as demand patterns change.
 - f. The Working Group is currently base lining all costs and has identified TUPE implications.
- 1.3 The procurement exercise must be completed by August 2013 and to comply with EU legislation timescales are very demanding. To go ahead with a Tri-borough procurement, approval will be required at senior officer and political level by mid December 2012. Cabinet Members agreed to make this decision pending further detail on the business case now set out in this paper.
- 1.4 In advance of this and in anticipation of the agreement to proceed with the tri-borough procurement approach, the OJEU Notice and Pre-Qualification Questionnaire (PQQ) documents have been issued. The Invitation to Tender (ITT) documentation will be issued immediately after member approval to proceed with the approach. This means bidders will be asked to submit a tender based on a tri-borough approach.

- 1.5 It is the considered view of the Tri-borough Executive Directors and the Programme Board that there are significant advantages for both Children Services and Adult Social Care in taking a tri-borough approach to the procurement of passenger transport services.

2. RECOMMENDATIONS

- 2.1 To authorise officers to proceed to the next stage of the procurement process which will be to invite tenders for the provision of the services outlined in 1.1 above on a tri-borough basis.
- 2.2 To approve the recommended Tri-borough Passenger Transport Operating Model set out in this report so the ITT can be developed on a tri-borough basis.

3. REASONS FOR DECISION

- 3.1 At a time when overall levels of take up for passenger transport may go down as personalisation and eligibility thresholds affect demand, taking a Tri-borough approach will allow the three Councils to sustain or even increase a critical mass of users. Longer term savings can be achieved by using a Tri-borough operating model to manage demand and resources more efficiently. Full benefits of the approach are set out in Section 6.10.
- 3.2 The timescales for this procurement exercise are very demanding. It needs to be completed in accordance with European legislation and by August 2013, at which time the current WCC contracts terminate. A high level timeline is in Appendix 1.
- 3.3 In order to achieve the above, approval of the Operating Model and for a tri-borough approach is required at political and senior officer level during December 2012.
- 3.4 In the event that appropriate approval for a Tri-borough approach cannot be reached by December 2012, WCC and RBKC will need to proceed with a procurement exercise on a single-borough basis to ensure continuity of service provision beyond August 2013. LBHF will have the option of retaining its in-house service or of outsourcing on a single borough basis.

4. BACKGROUND AND POLICY CONTEXT

4.1 The scope of the passenger transport operations addressed in this report comprises the following:

- a. Passenger transport for Adult Social Care clients, comprising travel to and from day centres and adult education centres and other locations, shopper routes, transport for community groups and community car schemes offering ad-hoc journeys to activities and appointments.
- b. Home to school (H2S) travel for Special Educational Needs (SEN) children.
- c. General transport for Looked After Children (LAC) to contact visits, activities and appointments.
- d. Small volumes of staff taxi transport.

4.2 The total cost of these services to the three boroughs, as reported in September 2012, was in the order of £9.5m per annum. For the elements within the procurement process, the latest revenue outturn forecast for the current financial year is £9.3m against a budget of £9.1m. A budget breakdown by service by borough is provided in the table below.

2012/13 Budget £'000	LBHF	RBKC	WCC	Total
Adults	£530	£828	£586	£1,945
Children	£2,407	£1,512	£3,189	£7,107
Corporate	£0	£0	£0	£0
In Scope Total	£2,937	£2,340	£3,775	£9,052

4.3 Latest revenue outturn forecast is set out below:

2012/13 Forecast £'000	LBHF	RBKC	WCC	Total
Adults	£616	£793	£660	£2,070
Children	£1,811	£1,902	£3,545	£7,258
Corporate	£12	£0	£0	£12
In Scope Total	£2,439	£2,695	£4,205	£9,339

4.4 The expenditure analysis reveals that there are currently forecast overspends on Adult passenger transport in Hammersmith and Fulham, and in Westminster, but not in Kensington and Chelsea. Similarly there are forecast revenue overspends on children's passenger transport in Kensington and Chelsea and in Westminster, but not in Hammersmith and Fulham.

- 4.5 The bulk of the transport costs, around 70%, are in Children's Services for Home to School (H2S) transport for Special Educational Needs (SEN). The Councils have a statutory duty to provide this transport. The Councils also have a statutory duty to provide services for children in care. Transport requirements often arise from court ordered contact arrangements.
- 4.6 Tri-borough transport policies have been developed for SEN and LAC. A Tri-borough transport policy has been developed for ASC.
- 4.7 In Children's Services, the Tri-borough SEN Travel Assistance Policy provides details of circumstances in which each local authority will consider providing travel assistance for children with special educational needs over and above statutory duties. Travel assistance can include a range of options including council commissioned transport.
- 4.8 Most pupils with statements for SEN do not receive travel assistance and it is expected that most parents will make their own arrangements to take their child to school. Of those that do receive assistance, the majority travel to school on a school bus with a declining number travelling by taxi. Some pupils are taken to school by an escort on public transport and travel training has been enhanced by arranging for special schools to undertake travel training for their pupils on a regular basis.
- 4.9 To ensure robust demand management, Children's Services are in the process of appointing a single Assistant Director responsible for SEN transport across the tri-borough whose remit will include decisions on eligibility for travel and assistance. Assessment panels will carry out reviews of pupils receiving travel assistance on a regular basis and look at whether there is a continued need for travel assistance, whether the travel assistance option can be changed, for example, moving from a taxi to a bus, or whether an escort is still needed. Pupils will also be identified who are suitable for travel training and individual budgets offered to parents where this is considered the most cost effective option.
- 4.10 The forthcoming Children and Families Bill will include legislation on SEN and disabilities. In this context, for example, personalisation of budgets is likely to impact on the provision of transport services. While the effect of personalisation cannot be predicted with certainty, it is clear that service provision will need to be sufficiently flexible to accommodate potentially reducing, or at least changing, demands for transport during the life of any new contractual arrangements.
- 4.11 For LAC, the tri-borough transport policy seeks to encourage the carers of children who are looked after to use public transport in most situations and specifies the level of authorisation required for the use of taxis.
- 4.12 In Adult Social Care, demand is currently managed through the care management assessment process. This determines whether an individual has travel support needs that may mean he or she needs a vehicle and/or support to be safe when travelling. With the introduction of Personal Budgets, travel needs and how they will be met are identified within the individual's "Travel

Support Plan". A range of options will be considered from travel buddies who support people to use public transport, group transport using accessible multiple seat vehicles or an individual taxi and escort if required. Individual requirements are reviewed as part of the care management formal review process.

- 4.13 A tri-borough Travel Support and Transport strategy was developed by Adult Social Care in the summer of 2012 to be published early in 2013. The principle of the strategy is that people receive the right travel support to meet their need. Several work streams have emerged from the strategy, including reviewing assessment processes, investigating closer working with Transport for London to utilise its transport offer, and a more efficient and targeted use of commissioned transport.

5. PROGRESS TO DATE

- 5.1 Building on the work completed over the past 12 months, and following the last Tri Borough Cabinet Member Report in September 2012, two key steps in the tri-borough procurement process have now been completed:
- i. The OJEU notice has been issued
 - ii. The pre tender qualification process has commenced and is due to be completed in November 2012
- 5.2 In addition, detailed work has been completed to understand the service user needs and resultant transport requirements. This work included a series of consultative staff workshops which have informed the proposed optimum operating model.
- 5.3 A range of operating models has been considered taking into account:
- The strengths and weaknesses of the existing models across the tri-borough Group which range from in-house operations and an in-house managed service to fully outsourced models used by other local authorities
 - the findings contained within the London Contracted Passenger Transport Report
- 5.4 An assessment of the benefits of taking a tri-borough approach to passenger transport for both Adult Social Care and Children's Services has been carried out.
- 5.5 The proposed tri-borough tender process will test the operational and financial benefits of an integrated tri-borough transport solution prior to any contracts being awarded.

6. Tri-borough Business Case

- 6.1 Procuring passenger transport on a tri-borough basis will enable a well controlled and consistent level of service quality whilst providing the opportunity to reduce overall costs.
- 6.2 It enables a more strategic approach to providing transport solutions, better engagement with the market, and the opportunity to deliver procurement in a more consistent, focussed and collaborative way.
- 6.3 The tri-borough procurement is designed to enhance service provision and provide significant savings and whilst the outcome will not be known until the tenders are returned, conservative indicative minimum savings of between 15 and 20% are anticipated.
- 6.4 It is not possible at this stage to predict precise savings for individual boroughs or departments. The best available benchmark data is based on cost per service user and this is clearly impacted by the diverse mix of service user needs, demographics, and operating environment, amongst other factors.
- 6.5 However, comparisons using this benchmarking data have been made with a range of London Boroughs with the closest comparator being the 'Outer West London' (OWL) group. Each council currently has greater costs per service user than the OWL group.
- 6.6 Previous information provided to Members projected savings predicated on reducing the difference between the Tri-borough cost per service user and the average OWL cost per service user. Assuming that the tri-borough contract would only achieve price reductions equivalent to 50% of the difference in cost per service user, the following indicative savings against forecast expenditure can be expected:

Department	LBHF	RBKC	WCC
Adults Social Care	6%	20%	5%
Children's Services	11%	17%	19%

- 6.7 Based on this assumption, the estimated annual cash savings against current operational expenditure is set out below:

	Estimated annual savings £'000			
	LBHF	RBKC	WCC	Total
Adults Social Care	£37	£156	£33	£226
Children's Services	£206	£326	£689	£1,221
In Scope Total	£243	£482	£722	£1,447

6.8 The combined indicative savings are 15%.

6.9 The above exemplification is based on a number of key assumptions, including a standard reduction in price and current volume models. The savings are based on assumptions relating to the total cost of the contracted function i.e. including the Transport Management function. However they exclude assumptions around the cost of the Strategic Client function estimated at £360k, (£120k per borough, per year). The proposed ITT process will be used to verify savings and to inform a detailed financial business case prior to any new contracts being let.

6.10 Compared with having three separate contracting arrangements, a tri-borough approach will result in a more effective solution. It will enable consistency in the quality of service for service users and their carers, delivered at a lower cost.

6.11 Benefits of a Tri-borough approach

Benefit	How the benefit will be realised	Benefit details
Quality	The provision of a Tri-borough Intelligent Client function will result in a more co-ordinated and consistent approach to transport provision. The focus will be on delivering a high quality, efficient service with transport operators managed by the transport management function. Client and contractor responsibilities will be much clearer than under the present arrangements and easier to manage.	<p>Both ASC and CHS are now established as Tri-borough directorates. Together their services account for the majority of passenger transport activity. Currently the ways the services are managed replicate the single council, pre Tri-borough activities. Quality suffers as a result of fragmentation and having one structure to manage has clear benefits.</p> <p>The Tri-borough will benefit from having a more efficient approach from eligibility through to invoice payment.</p> <p>CHS and ASC will benefit from the efficiencies outlined above.</p>

Economies of scale	Due to a larger population of Service Users and increased purchasing power with a rationalised list of transport operators, leading to a reduction in costs	<p>Individually, the councils currently contract with 17 different taxi companies and have separate vehicle hire arrangements. Collectively the buying power increases and the number of contracts decrease.</p> <p>The Tri-borough will benefit from having a single price from suppliers and a reduction in overall vehicles required to deliver the services. Whilst all services will benefit from a reduction in Taxi costs, LAC will particularly benefit.</p>
Improved resource utilisation	Due to the ability to effectively share resources across the tri-borough Group (vehicles, drivers and passenger assistants) thereby improving utilisation and reducing costs	There are examples in both ASC and CHS current arrangements which highlight the opportunities to reduce costs through taking a “wider view” of meeting service users needs. The opportunity to examine this on a Tri-borough basis can only lead to further efficiencies. For example co-ordinated start/end times for schools and day centres will enable dual use of minibuses and significantly reduce the fleet requirements.
More effective vehicle routing	SEN children from across the tri-borough Group go to common educational establishments and therefore the opportunity clearly exists to optimise routes	<p>7 schools take SEN children from all 3 boroughs. This accounts for 31% of the cohort.</p> <p>Just 4 schools alone receive 29% of the cohort.</p> <p>The Tri-borough will benefit from route rationalisation</p>
Meeting changing needs	Greater flexibility to meet changing demands and to ensure the most appropriate use and mix of vehicles types	At present CHS and ASC needs are met by separate transport solutions. Merging the fleet will significantly reduce vehicle requirements, maximise utilisation and can be achieved by making minor alterations into start/return times.
Simplified management and control	One unified process, minimises risk of conflicts where same transport operators are used	

Improved supplier relationships	Clear responsibilities, expectations and performance monitoring through a consistency in approach	Removes the issue of common suppliers having to respond to 3 different sets of specifications. The Tri-borough will benefit from the clarity arising from having a single set of performance management criteria with suppliers having simplified and therefore more robust reporting procedures
A simplified operation for care managers	Clear responsibilities and consistency in approach	Present commissioning arrangements are not followed through by effective performance management and VFM arising from the transport solution. The Tri-borough structure simplifies the performance management aspects; ensuring service user needs are met and VFM achieved. The Tri-borough will benefit from the clarity arising from having a single set of performance management criteria
Innovation	The opportunity to deliver the service in a different and more cost effective way	A single overview of total Tri-borough passenger transport needs. The tri-borough will benefit from enabling dedicated transport managers and operators to identify solutions whilst the councils retain control through the Strategic Client function
Control	One clearly defined set of client management, transport management and operator functions	Sets out strategic approach. Each role is clearly defined and dedicated transport management and operations are in place.
Incentives for savings	More flexible contractual arrangements that incentivise the successful contractor(s) to operate in the most efficient way to minimise costs	Opportunities maximised through Tri-borough. The Tri-borough will benefit from improved supplier relationships and the savings that arise as a result of incentivising contractors to operate in the most efficient way.

7. OPTIMUM OPERATING MODEL

- 7.1 The following section sets out the proposed Tri-borough operating model. The recommendation is based on research and learning from practices within the Tri-borough and other Councils, best practice and from findings of the London Contracted Passenger Transport Review. The operating model options have been assessed and the optimum solution determined. The recommended solution is provided in schematic form in Appendix 3.
- 7.2 As well as demonstrating value for money, the operating model needs to meet service quality standards in that it is:
- Not overly bureaucratic
 - Allows for an intelligent client function
 - Allows for flexibility and efficiencies during the life of the contract
- 7.3 The key features of the recommended Tri-borough operating model are:
- 7.4 *Single Strategic tri-borough Client Function (In-house)*
- 7.5 At present client and management transport functions are fragmented. CHS provide a booking service for ASC transport but separate arrangements are in place for each borough. There is no clear link between eligibility checking through to authorisation and payment of invoices.
- 7.6 The intention is to maximise opportunities offered by existing Tri-borough service configurations to create a single strategic client transport function which focuses on the transport needs of vulnerable residents irrespective of departmental responsibility and provides a more robust performance management function.
- 7.7 Given that over 70% of the current spend relates to SEN/LAC journeys, it is proposed that this function is positioned within Children's Services with a clear responsibility to Adult Social Care.
- 7.8 The benefits arising from this are:
- Single point of contact and control between multiple Service Departments, Social and Care Workers and the Transport Management function
 - Control over passenger transport requirements with an understanding of all needs across the tri-borough
 - Monitoring of service levels, performance and efficiency, leading to continuous improvement becoming the norm
 - Financial control over expenditure with clear matching of invoices to authorised journeys and accurate charging in line with agreements
- 7.9 Further work is taking place to determine the number of staff and skill requirements for this function.

7.10 *Transport Management Function (Outsourced)*

- To plan routes and journeys and award contracts under a framework agreement for Transport Operators
- Maintain optimum routes as and when Service User needs change
- Ensuring optimised vehicle routes and vehicle utilisation in order to minimise costs
- Ensure the optimum use of Transport Operators and their vehicles
- Measured against clear performance criteria with commercial arrangements to penalise poor service performance and incentivise achievement of the required service at a lower cost

7.11 This outsourced function to be managed by the Strategic Client Function

7.12 *Transport Operators (Outsourced)*

- A range of transport operators to provide a flexible mix of vehicles – mini-buses, people carriers, cars, private hire, taxis
- Contract awards under a framework agreement which reflect the differing needs of the Transport Operators (e.g. mini-bus operators needing 5 year contracts to under-write their invest in vehicles, taxi operators only requiring short-term contracts)
- Ability to flex resources as levels and types of activity change through initiatives such as Personalisation and Socialisation

7.13 Transport Operators will be managed by the Transport Management function.

7.14 This operating model is therefore recommended as the optimum solution to secure a consistent and well controlled level of service with the flexibility to meet changing needs.

7.15 However, from a commercial perspective, there are two ways in which this optimum operating model can be delivered:

Option 1. A neutral Transport Management provider awarding contracts under a framework agreement between The Councils and the Transport Operators.

Option 2. A Transport Management provider who is also a Transport Operator and directly manages other Transport Operators in order to provide a complete solution i.e. Prime Contractor.

7.16 These two options will be explored through the procurement. The options appraisal can be found in Appendix 4.

8. SAFEGUARDING

- 8.1 The procurement and letting of the contract is being carried out in accordance with all relevant safeguarding legislation and best practice for Adults at risk and Children.

9. STAFFING

- 9.1 Current staffing arrangements are diverse across the three boroughs. In Hammersmith and Fulham the service is provided in-house while it is completely outsourced at Westminster.
- 9.2 The following table sets out the current Staffing complement and the head count potentially impacted by TUPE.

	Strategic Client	Transport Management	Transport Operations	Redundancy Calculation
LBHF	3 officers		1 x Senior Driver 25 x Driver/Attendants 23 x Escorts	£432,000
RBKC	1 officer		Various	£150,000
WCC – Internal	1 officer			
WCC - Enterprise			10 Drivers 29 Escorts 10 Operatives 1 Senior transport Asst 1 Transport Asst	£598,500
	6 other posts?			

- 9.3 Legal advice is being taken to determine under what conditions TUPE would apply to existing staff and this will inform the procurement process. The worst case scenario is that existing staff would not be affected by TUPE and would be entitled to redundancy payments. The average redundancy payment is currently £10,500 and should it be determined that all existing staff, including external staff, are not entitled to transfer to the new employer then the total redundancy bill, assuming the Councils are liable for all redundancy payments, could be as high as £1,200,000.
- 9.4 It needs to be stressed that this is the worst case scenario and is unlikely to materialise. The procurement process will be designed to minimise redundancy costs payments.
- 9.5 Should redundancy costs be applicable a decision will have to be taken as to the proportion of redundancy costs that each borough will bear. The operating

principle is that each borough bears one-off costs in proportion to the level of savings to be achieved. However this principle needs to be reviewed on a case by case basis as there could be specific issues that would mean that this is not appropriate.

10. EXISTING DEPOTS

- 10.1 Across the Tri-borough three Council sites are currently used as vehicle operating bases for passenger transport services:
- 10.2 **LBHF – Bagley’s Lane:** This is a multi-use site which currently accommodates parking and fuelling facilities for a range of fleet and passenger transport services as well as storage for certain street lighting / highways material. In addition, there is a small maintenance workshop which undertakes minor maintenance.
- 10.3 **RBKC - Edenham Road:** Currently used by Crystals Coaches as a temporary Coach Park, the site is identified in the Planning Core Strategy as a development site. Work is currently underway by Corporate Property and Housing, in consultation with residents and Ward Councillors, to prepare it for development. A timetable for this development is to be developed but it is not expected that the site will be available for transport operations beyond December 2013.
- 10.4 **RBKC – Acklam Road:** Currently used by Westway Community Transport. The depot is let to WCT by the Council on a 60 year lease at a peppercorn rent. The site houses its main admin building (which it constructed itself) as well as a parking area for its minibuses. It also leases the bay next door directly from Westway Development Trust. HTC Group provide the transport to ASC day centres and use the depot for their vehicles as well as having a small office space for the local operations managers.
- 10.5 Further work is being carried out to establish the viability, capacity, duration and potential benefit of offering Bagley’s Lane as a potential operating base for any contracts ultimately awarded under this procurement process. Should the facility remain available, any potential supplier wishing to make use of this facility will be asked to clearly identify the benefits in their tender submission.
- 10.6 No other council sites have been identified that could be considered as future transport operating bases.

11. PROCUREMENT

- 11.1 A Restricted Procurement procedure has been chosen to secure the best commercial suppliers(s) to deliver high quality cost effective passenger transport framework agreements.

- 11.2 This procedure allows any interested suppliers to participate in the tender but only those invited by the Tri-borough following a pre-qualification stage may submit a tender.
- 11.3 Westminster Council will award a Framework Agreement for a period of four years. Each council will call off from the framework. Each call off contract should be co-terminous within the three-Boroughs.
- 11.4 Westminster is leading the procurement work stream, and, as such, the Westminster City Council procurement code and bi-borough procurement approval processes are being followed.
- 11.5 Selection and award criteria will be developed and approved by Cabinet Members from Adults Social Care and Children's Services in each Council.

12. NEXT STEPS

- 12.1 On acceptance of the recommendations contained within this report, the next key step in the procurement process is to issue an Invitation to Tender to potential suppliers who have been pre-qualified for the tender process.
- 12.2 Further Cabinet approval will be sought prior to any contracts being awarded as a result of this procurement process.

13. EQUALITY IMPLICATIONS

- 13.1 An Equality Impact Assessment (EIA) has been carried out for all three Councils. The impact of the tri-borough passenger transport project has been assessed as neutral for all equality characteristics. A full copy of the equalities impact assessment can be found in Appendix 5.
- 13.2 The overall conclusion at this stage is that approval to proceed towards a Tri-borough procurement of passenger transport services will not have a noticeable impact upon service users as they will continue to be provided with transport as needed. The recommendations in the report do not seek to change eligibility. The main impact will be that the provider of the transport is likely to change although this may also have been the case for some existing arrangements as personnel and routes have been reviewed.
- 13.3 The EIA will be revised in the light of any implications for people with particular protected characteristics which have not been identified to date.
- 13.4 A workforce EIA is being carried out that will review the composition of the workforce and rationale for operational proposals

14. LEGAL IMPLICATIONS

- 14.1 Each authority has a statutory duty to provide Home to School transport for SEN children and for LAC children in certain circumstances. The passenger transport taxi/bus framework contracts are required to ensure that each council can fulfil this legal obligation.
- 14.2 The scale of procurement requires that it follows the European procurement legislation. This programme takes full account of this requirement.

15. FINANCIAL AND RESOURCES IMPLICATIONS

- 15.1 The current costs of passenger transport are estimated to be £9.3m as set out in paragraph 4.3

2012/13 Forecast £'000	LBHF	RBKC	WCC	Total
Adults	£616	£793	£660	£2,070
Childrens	£1,811	£1,902	£3,545	£7,258
Corporate	£12	£0	£0	£12
In Scope Total	£2,439	£2,695	£4,205	£9,339

- 15.2 Consideration needs to be given as to how the one-off costs of the procurement are financed. While it is reviewed on an individual basis, initial calculations in apportioning one-off costs are in line with the anticipated savings each borough makes. For the transport project the one-off costs could be apportioned in line with the exemplification set out in paragraph 6.7 and summarised below.

% of Annual Savings	LBHF	RBKC	WCC	Total
Adults	3%	11%	2%	16%
Childrens	14%	23%	48%	84%
In Scope Total	17%	34%	50%	100%

- 15.3 In addition to the potential redundancy costs, the other major one-off costs relate to the procurement process and these are currently estimated to be £100,000.
- 15.4 In addition to the procurement, demand management activities are being developed in order to reduce the total volume of passengers being transported. At this stage it is not possible to accurately identify the impact that these putative policies would have on the cost of transport. As such, all potential reductions in volume area assumed to be offset by an increase in the overall population for these services.
- 15.5 In summary the **estimated** financial impact of the procurement is set out in the table below:

	Current Annual Spend £'000			Assumed Annual Reduction £'000	One-off costs £'000	Estimated Aggregate Saving over Contract life-time of 5 years £'000
	Adults	Children's	Total			
LBHF	£616	£1,811	£2,427	£243	£418	£797
RBKC	£793	£1,902	£2,695	£482	£418	£1,992
WCC	£660	£3,545	£4,205	£722	£418	£3,192
Total	£2,070	£7,258	£9,327	£1,447	£1,255	£5,981

16. CONSULTATION

16.1 There are a number of areas where consultation will need to be undertaken through the process of rationalisation and procurement of new contractors. The consultations will be undertaken specifically for each part of the proposed programme once the proposed new arrangements are known.

16.2 Consultations will include:

Activity	Consultees	By when
Statutory Duty	Parents of SEN children	After tenders returned
Transport Management Service	Affected employees as TUPE may apply Parents, Carers, Service Users, Schools, Day Centres, Activity Centres	Initial consultations have commenced Once proposed arrangements are known
Transport Operator Framework	Affected employees as TUPE may apply Taxi, Private Hire and Minibus community Parents, Carers and Service Users (where their individual transport is affected). Schools, Day Centres, Activity Centres	Once proposed arrangements have been identified
Rationalisation	Schools, Day Centres, Activity Centres Parents, Carers and Service Users (where their individual transport is affected).	Once proposed arrangements have been identified

	Affected staff (if rationalisation materially effects their work duties)	
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17. RISK MANAGEMENT

Risk associated with the procurement			
Risk	Likelihood	Impact	Mitigation
Fails to attract right calibre of providers	Medium	High	Quality of marketing materials and market warming
Procurement outcome is challenged	Low	High	Specialist expert legal advice procured
Procurement process fails to provide satisfactory outcome	Low	High	Specialist expert legal advice procured. Shift to restricted
Decision to proceed as tri-borough procurement is not reached by deadline date in December	Low	High	WCC will proceed with a WCC only procurement exercise
Staff redundancies/TUPE	Medium	High	Reputational damage to LBHF from outsourcing

18. IMPACT ON THE ENVIRONMENT

- 18.1 The Tri-borough Transport management service will ensure a high quality transport service delivered in a more consistent approach. Rationalisation of routes will result in fewer vehicles being required to undertake the journeys resulting in a reduced carbon footprint.

Andrew Christie
Tri-borough Executive Director for Children's Services

Andrew Webster
Tri-borough Executive Director for Adult Social Care

Background papers

August Cabinet paper

Local Government Act 1972

London Contracted Passenger Transport Report, volume 2, Peopletoo Ltd,
September 2012

Contact officer: Joanne Hay, Head of Business Development and Policy, Tri-
borough Commissioning Directorate (Children's Services). 020 7361 3353,
joanne.hay@rbkc.gov.uk

Appendix 1

Governance and Objectives for Tri-borough Passenger Transport Procurement

The board and working groups will manage and review the project plan across the three boroughs to achieve a clear link to shared strategic priorities and savings plans. It will ensure appropriate resource is committed to the project and that workstreams are delivered in a timely fashion.

To ensure:

- publication of the OJEU notice
- completion of the service specification
- preparation of TUPE
- Cabinet sign off of the specification
- successful procurement process
- mobilisation of contracts
- that risks are identified and managed
- appropriate stakeholder engagement and communications

Membership

Programme Board

Andrew Christie (chair) - Tri-borough Executive Director for Children's Services
Andrew Webster - Tri-borough Executive Director for Adult Social Care
Karen Tyerman – Tri-borough Director of Children's Commissioning
Cath Atlee - Assistant Director Joint Commissioning Adults
Joanne Hay – Head of Business Development and Policy, Children's Commissioning
Anthony Oliver – Chief Procurement Officer, Westminster City Council
Dave Griffiths – Agilisys
Moaz Khan – Programme Manager
Christina Houghton - Clerk

Working Group

Karen Tyerman (Chair) - Tri-borough Director of Children's Commissioning
Christina Houghton (Clerk)
Joanne Hay - Head of Business Development and Policy, Children's Commissioning
Cath Atlee - Assistant Director Joint Commissioning Adults
Dave McNamara (Tri-borough Director of Finance and Resources, Children's Services)
John O'Rourke - HR lead
Suzie Shardow – Category Manager, Westminster
Moaz Khan - Programme Manager
Ormond Hooper - Agilisys
Richard Ward - Agilisys)

Timeline

	End date
I. OJEU notice preparation and issue	21/09/12
II. PQQ process and evaluation	05/12
III. Cabinet paper Cabinet/Member approvals (LBHF, RBKC, WCC)	December
IV. ITT - Preparation and Issue	21/12/12
V. ITT evaluation and recommendation / Programme Board approval	01/03/13
VI. Cabinet approval for award of contract(s)	April 2013
VII. Alcatel period	03/05/13
VIII. Mobilisation period	30/08/13
IX. Contract effective date / transport provision commences	01/08/13

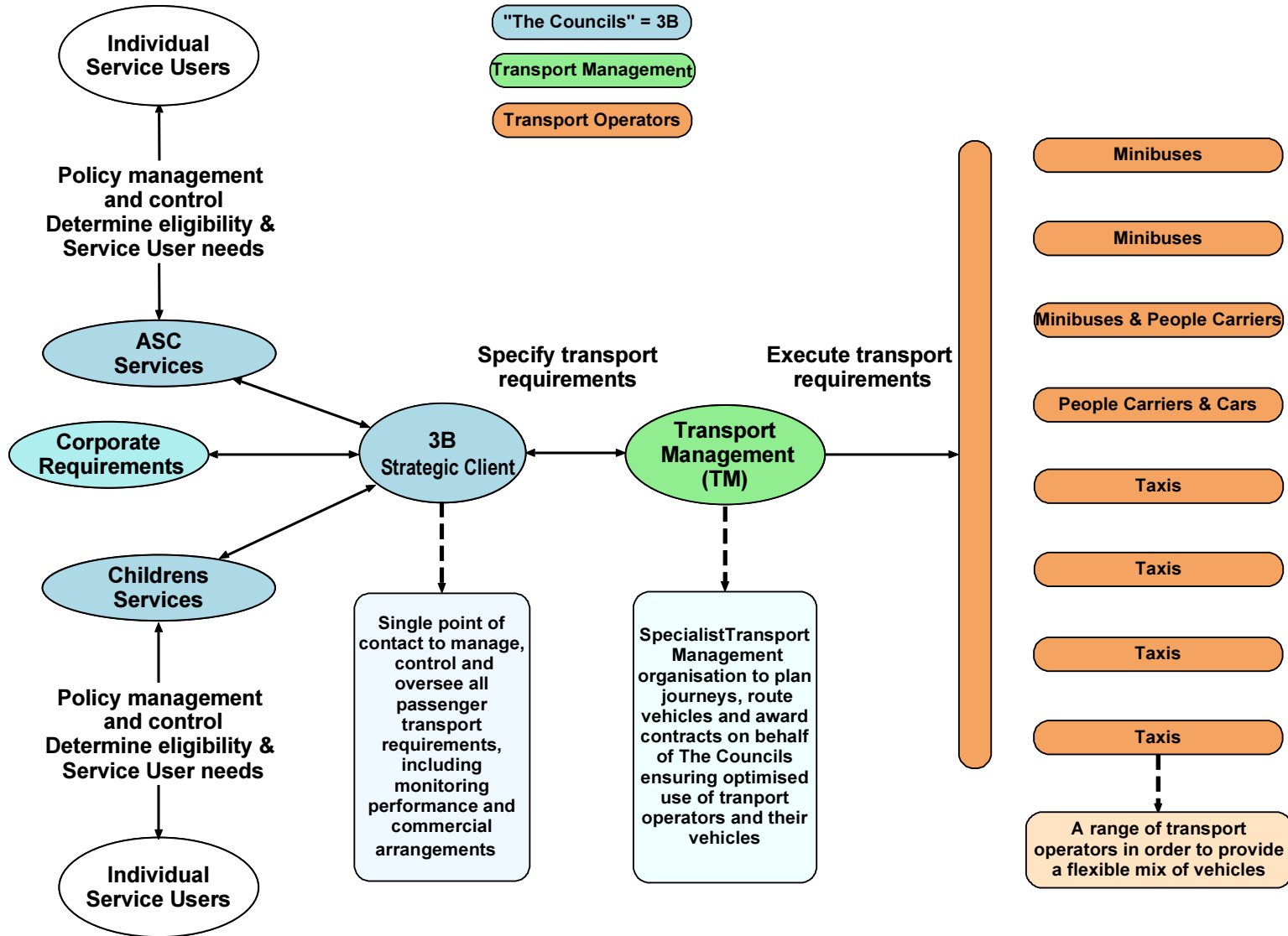
OPERATING MODEL - NEUTRAL TRANSPORT MANAGEMENT FUNCTION

KEY:

"The Councils" = 3B

Transport Management

Transport Operators



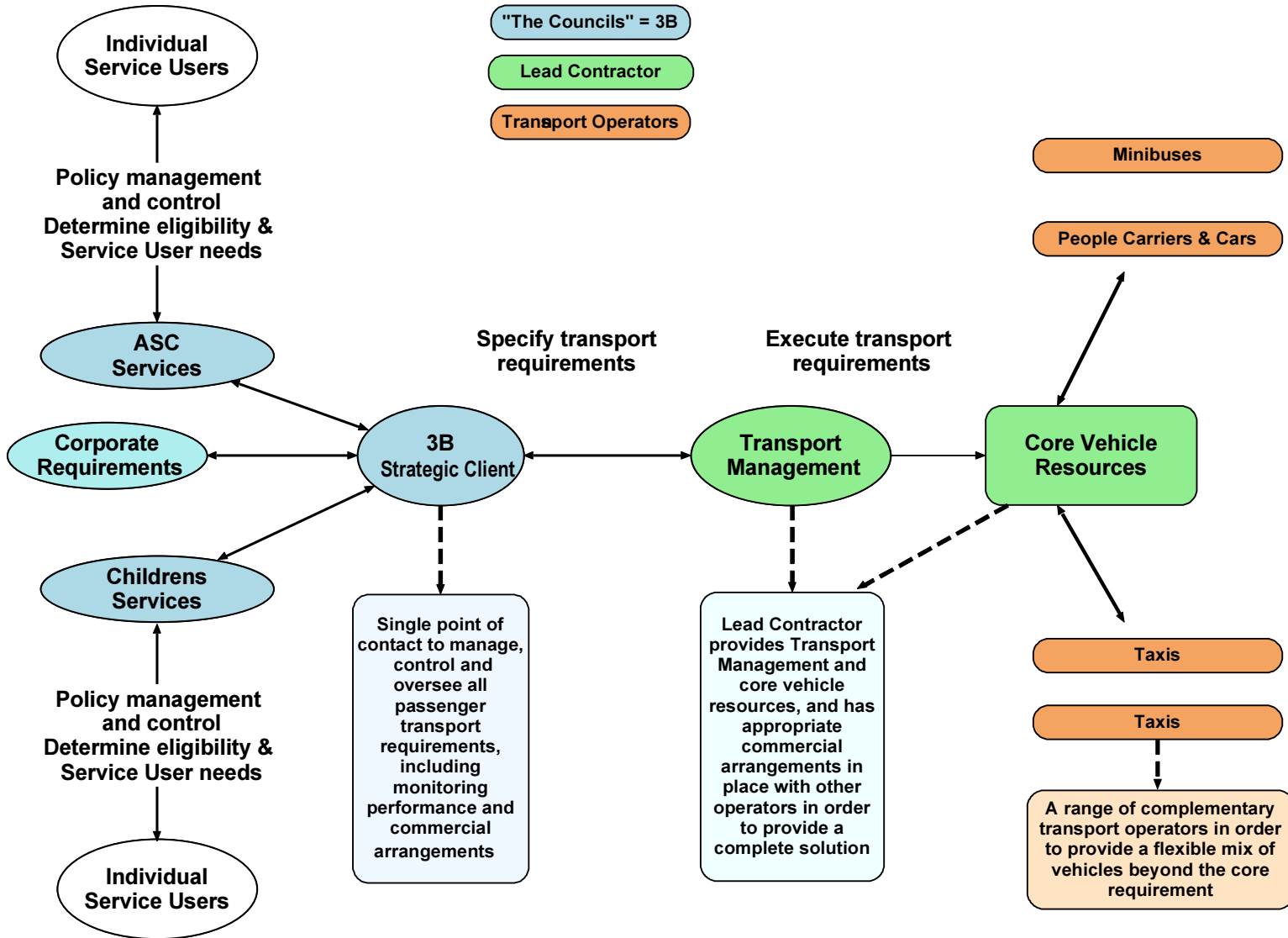
OPERATING MODEL - LEAD CONTRACTOR

KEY:

"The Councils" = 3B

Lead Contractor

Transport Operators



Operating Model Options Appraisal

Essentially there are 3 fundamental operating models for Local Authority Passenger Transport requirements, each of which can be mixed and matched, and can be supported by various contractual and commercial arrangements between the parties involved.

The three fundamental operating models have been reviewed in light of the current status within the three Boroughs and the requirements of a 3B solution.

Option 1 - Managed Service, Neutral Vendor, Outsourced Delivery - i.e. Fully Externalised (e.g. WCC)

A supplier is appointed to manage the service (normally as part of a range of services) and appoints and manages a range of transport operators (including passenger assistants and drivers) from a network of tiered suppliers.

This model offers potential benefits of:

- Single point of contact for strategic management and administration
- Outsourced vehicles and therefore no requirement for an Authority to invest and take the risks associated with operating vehicles and maintenance depots
- The use of transport operators who have the ability to flex and utilise resources on other contracts thereby reducing overall costs

However, a single point of contact also has significant risks associated with lack of control, visibility and influence over the day to day transport operations from both a service and cost perspective, all of which have been experienced by WCC. This model was therefore discounted and the other benefits can be attained through other operating models.

Option 2 - Managed Service, Outsourced Delivery (e.g. RBKC)

The Authority is responsible for designing and managing the transport solution and appointing transport operators to deliver the service.

This option provides the benefits associated with Option 1 and also addresses the potential risk of an outsourced managed service as identified above. However, in this exact form, this option is not preferred due to the limited in-house capability and capacity. Specifically It would be difficult to expand Transport Management element as this is a non-core activity which would require investment in people processes and technology.

Option 3 – In House (e.g. LBHF)

In the main, all transport services are provided by the Authority including management, planning and the provision of an operating base(s), vehicles, drivers and certain passenger assistants. Where vehicle assets are owned or leased by the Authority, there is normally some in-house capability for vehicle maintenance and repairs. Under this operating model, taxi services are still bought-in.

Strategically, RBKC & WCC have already outsourced the provision of vehicles, drivers and supporting infrastructure, and LBHF have already determined to outsource this activity. It is

not considered feasible for the Councils to re-invest in these assets and infrastructure and has therefore been dismissed as an option.

Recommended Operating Model

The recommended operating model is based on the best components from Options 1 and 2 to provide the optimum solution for 3B Passenger Transport. Effectively this splits the 'Managed Service' element in to:

- A 'strategic 3B client' function to provide direction, control (operational and financial) and performance management
- An outsourced 'transport management' function to provide specific planning, routing, and vehicle utilisation skills and capability

Tri-Borough Equality Impact Analysis Tool

Overall Information	Details of Full Equality Impact Analysis	
Financial Year and Quarter	2012/13 Q3	
Name and details of policy, strategy, function, project, activity, or programme	<p>Title of EIA: Tri-Borough Passenger Transport (new)</p> <p>In September 2012, Cabinet Members for Adult's Services and Children's Services across all three boroughs agreed to initiate a parallel procurement process. The process aims to select and appoint contractors to provide services to manage passenger transport operations along with a framework for provision of taxi and minibus services for Children's Services and Adult's Services service users</p>	
Lead Officers	<p>Tri-borough Children's Services</p> <p>Name: Joanne Hay Position: Head of Business Development and Policy Email: joanne.hay@rbkc.gov.uk Telephone No: 020 7361 3353</p>	<p>Tri-borough Adult's Services</p> <p>Name: Cath Attlee Position: Assistant Director Joint Commissioning Adults Email: cattlee@westminster.gov.uk Telephone No: 020 7641 1964</p>
Lead Borough	Steve Bywater, Policy Officer, Tri-borough Children's Services Policy Team	
Date of completion of final EIA	Not complete	

Section 02	Scoping of Full EIA
Plan for completion	Timing: Resources:

Analyse the impact of the policy, strategy, function, project, activity, or programme

Analyse the impact of the policy on the protected characteristics (including where people / groups may appear in more than one protected characteristic). You should use this to determine whether the policy will have a positive, neutral or negative impact on equality, giving due regard to relevance and proportionality.

Protected characteristic	Borough Analysis	Impact: Positive, Negative, Neutral
Age	<p>All three boroughs Adults who require the provision of transport include a significant proportion who are older service users. However, as the recommendations of the report do not seek to change eligibility, the impact of a potential change of management and provider is anticipated to be neutral.</p> <p>Analysis of the workforce currently providing the service either as managers/administrators or drivers is currently taking place. This will identify any issues relating to the composition of the workforce in terms of age and the impact of changes which are due to take place.</p>	Neutral
Disability	<p>All three boroughs Adults who require the provision of transport include a significant proportion who have disabilities. This is also the case for a number of children who have special educational needs. However, as the recommendations of the report do not seek to change eligibility, the impact of a potential change of management and provider is anticipated to be neutral.</p> <p>The planning for procurement of the Tri-borough transport service has partly prompted development of eligibility policies for both children and adults which will also be subject to Equality Impact Assessments.</p>	Neutral
Gender reassignment	<p>All three boroughs N/A</p>	Neutral

Marriage and Civil Partnership	All three boroughs N/A	Neutral
Pregnancy and maternity	All three boroughs N/A	Neutral
Race	All three boroughs Analysis of the workforce currently providing the service either as managers/administrators or drivers is currently taking place. This will identify any issues relating to the composition of the workforce regarding ethnicity and the impact of changes which are due to take place.	
Religion/belief (including non-belief)	All three boroughs N/A	
Sex	All three boroughs Analysis of the workforce currently providing the service either as managers/administrators or drivers is currently taking place. This will identify any issues relating to the composition of the workforce in terms of gender and the impact of changes which are due to take place.	
Sexual Orientation	All three boroughs N/A	

Human Rights or Children's Rights

Again, the report is seeking agreement to proceed with procurement to identify future arrangements for the management and provision of passenger transport services. There are no plans to reduce eligibility and policies which clarify eligibility criteria will also be subject to Equality Impact Assessments.

Section 03

Analysis of relevant data

Examples of data can range from census data to customer satisfaction surveys. Data should involve specialist data and information and where possible, be disaggregated by different equality strands.

Documents and data reviewed	LBHF: RBKC: WCC:
New research	Analysis is taking place regarding the composition of the existing workforce in terms of gender, age, ethnicity and other characteristics It is suggested that similar analysis takes place regarding the demographics of service users, particularly regarding any protected characteristics.

Section 04	Consultation
	Complete this section if you have decided to supplement existing data by carrying out additional consultation.
Consultation in each borough	<p>All three boroughs Consultation is planned as follows:</p> <ul style="list-style-type: none"> • Statutory duty to consult parents of children with SEN: following return of tenders • Proposed changes to Transport Management Service (employees): initial consultation has started • Proposed changes to Transport Management Service (parents, carers, service users, schools, day centres etc): following confirmation of proposed arrangements • Transport Operator Framework (parents, carers, service users where individual transport is affected): Once arrangements have been proposed • Rationalisation of routes and transport arrangements (parents, carers, service users if changes affect their transport arrangements; employees if arrangements materially affect work duties): Once arrangements have been proposed. <p>As consultation is planned around a number of stages in this process, it will be important to ensure that this is carried out using methods that ensure all service users including those with disabilities can participate.</p> <p>Additional consultations regarding eligibility policies is also planned or has taken place.</p>
Analysis of consultation outcomes for each borough	<p>All three boroughs To take place after each consultation exercise. EIA to be amended and developed further if additional issues are identified which have an impact on people with one or more protected characteristics.</p>


Section 05	Analysis of impact and outcomes
Analysis	<p>All three boroughs</p> <ul style="list-style-type: none"> • The overall conclusion at this stage is that approval to proceed towards a Tri-borough procurement of passenger transport services will not have a noticeable impact upon service users as they will continue to be provided with transport as needed. The main impact will be that the provider of the transport is likely to change although this may also have been the case for some existing arrangements as personnel and routes have been reviewed. • The EIA will be revised in the light of any implications for people with particular protected characteristics which have not been identified to date • A workforce EIA is being carried out that will review the composition of the workforce and rationale for operational proposals

Section 06	Reducing any adverse impacts and recommendations
Outcome of Analysis	No specific negative impacts identified to date although this EIA will need to be revised in the light of any specific issues identified during consultation with service users and staff.

Section 07	Action Plan					
Action Plan	Note: You will only need to use this section if you have identified actions as a result of your analysis					
	Issue identified	Action (s) to be taken	When	Lead officer and borough	Expected outcome	Date added to business/service plan
	Effective consultation of people with disabilities	Planned consultation of service users to include tailored approaches to ensure any barriers to communication	Ongoing			

		are addressed				
	Unforeseen impacts emerge from consultation or research	EIA to be refreshed and further actions planned as appropriate	Ongoing			

Section 08	Agreement, publication and monitoring		
Chief Officers' sign-off	LBHF Name: Position: Email: Telephone No:	RBKC Name: Position: Email: Telephone No:	WCC Name: Position: Email: Telephone No:
Key Decision Report (if relevant)	LBHF Date of report to Cabinet/Cabinet Member: XX / XX / XX Key equalities issues have been included: Yes/No	RBKC Date of report to Cabinet/Cabinet Member: XX / XX / XX Key equalities issues have been included: Yes/No	WCC Date of report to Cabinet/Cabinet Member: XX / XX / XX Key equalities issues have been included: Yes/No
Lead Equality Manager (where involved)	LBHF Name: Position: Date advice / guidance given: Email: Telephone No:	RBKC Name: Position: Date advice / guidance given: Email: Telephone No:	WCC Name: Position: Date advice / guidance given: Email: Telephone No:

	<p>London Borough of Hammersmith & Fulham</p> <p>CABINET</p> <p>14 January 2013</p>
<p>TITLE OF REPORT</p> <p>COUNCIL HOUSING TENANCY AGREEMENT</p>	
<p>Report of the Cabinet Member for Housing</p>	
<p>Open Report</p>	
<p>Classification - For Decision</p> <p>Key Decision: Yes</p>	
<p>Wards Affected: All</p>	
<p>Accountable Executive Director: Mel Barrett, Executive Director for Housing and Regeneration</p>	
<p>Report Author: Aaron Cahill, Head of Housing Assessment and Advice</p>	<p>Contact Details: Tel: 020 753 1649 E-mail: arron.cahill.@lbhf.gov.uk</p>

1. EXECUTIVE SUMMARY

- 1.1 The 2011 Localism Act and associated guidance that has followed, allows local authority landlords issue fixed term tenancies following adoption of their Tenancy Strategy. This requires a change in the Tenancy Agreement as only 'lifetime' tenancies can currently be issued. In addition to facilitating the introduction of fixed term tenancies, the Council is proposing stronger and clearer references to the consequences of anti-social and criminal behaviour; ownership of dogs and dangerous dogs; and tenancy fraud. There are also new sections on giving notice to the Council of periods of absence of 3 weeks for secure tenants and 1 week for sheltered tenants; overnight visitors to sheltered tenants restricted to 5 nights; and setting out new tenancy succession rules.

- 1.2 Where the Council seeks to make changes to the Tenancy Agreement, it should formally consult with its tenants over a timescale guided by legislation. This involved issuing a Draft Tenancy Agreement and Preliminary Notice of Variation for consultation during September-October 2012 to all tenants to seek their views on the detail of the changes the Council was proposing to make. Tenants' responses have now been received and this report summarises the response and describes what changes have been made following consideration of those responses.

2. RECOMMENDATIONS

- 2.1 That the consultation process undertaken to seek all tenants' views on the changes proposed to their current Tenancy Agreement be noted.
- 2.2 That approval be given to the Tenancy Agreement and to its implementation following service of a Notice of Variation in early February 2013.
- 2.3 That authority be delegated to the Cabinet Member for Housing, in conjunction with the Executive Director of Housing and Regeneration, to make such minor changes to the documents annexed to this report as they consider necessary.

3. REASONS FOR DECISION

- 3.1 Cabinet is required to approve changes to the Council Housing Tenancy Agreement following the consultation process with tenants.

4. INTRODUCTION AND BACKGROUND

- 4.1 The Council as a registered provider of social housing, in consultation with its tenants, periodically revises its Council housing Tenancy Agreement. The Tenancy Agreement is an important document as it represents the contract between the Council and the tenant, setting out the respective rights and responsibilities of each party. Reasons for changes can include adapting the document that address changes in lifestyles; incorporating references to new legislation; and introducing new, or revising existing, conditions that address management issues that have arisen since the adoption of the previous Tenancy Agreement.
- 4.2 Following the passing of the 2011 Localism Act and associated guidance that has followed, local authorities were given powers to issue fixed term tenancies following adoption of their Tenancy Strategy. This requires a change in the Tenancy Agreement as only 'lifetime' tenancies can currently be issued.
- 4.3 Where the Council seeks to make changes to the Tenancy Agreement it should formally consult with its tenants over a timescale guided by

legislation. This involved issuing a Draft Tenancy Agreement and Preliminary Notice of Variation for consultation during September-October 2012 to all tenants to seek their view on the detail of the changes the Council was proposing to make. Tenants' responses have now been received and this report summarises the response and describes what changes have been made following consideration of those responses.

5. PROPOSAL AND ISSUES

- 5.1 By approving this report, Cabinet will be agreeing the changes that have been made following consultation and agreeing the issue of the final Tenancy Agreement and the associated Notice of Variation, highlighting where the changes have been made.

Key Changes Proposed

- 5.2 Key changes proposed to the current Tenancy Agreement included:
- Adopting a single Tenancy Agreement document that can be amended to reflect its status as an Introductory Tenancy; Secure Tenancy; Secure Flexible Tenancy; or Sheltered Tenancy.
 - Setting out the basis on which the Council may or may not permit a tenant to run a business from their home. The guiding principle is that any such activity must not detrimentally affect the quiet enjoyment by other residents of their own home.
 - Setting out (through cross referencing to the Housing Allocation Scheme) the basis on which the Council will manage tenancy succession issues.
 - Setting out eligibility criteria for respective tenants' right to buy.
 - Highlighting the consequences of tenancy fraud and attempts at tenancy fraud.
 - Encouraging tenants to use the direct debit facility to pay their rent and service charges.
 - Strengthening obligations on tenants, household members and their visitors to refrain from anti-social behaviour and criminal acts in the borough with reference to the potential loss of the tenant's home.
 - Strengthening obligations on tenants who own dogs, with specific references to dangerous dogs.
 - Stronger references on tenants' obligations to pay both rent and service charges

5.3 The full suite of documents was issued during the week commencing 10 September 2012 with a deadline for responses by 19 October 2012. The suite of documents comprised:

- Introductory letter from the Cabinet Member for Housing
- Draft Tenancy Agreement
- Preliminary notice of Variation
- Response Proforma
- Freepost Envelope

5.4 Included with the Tenancy Agreement documentation was the latest edition of *Your Home*; a notice regarding the closure of the housing management service from 145 King St; and, a notice regarding the relocation of income recovery and rent arrears teams to the 1st Floor of the Hammersmith Town Hall Extension.

Tenants' Responses

5.5 Circa 12,500 letters with enclosures were sent to tenants (i.e., excluding leaseholders) with the contents described in section 3.1. Over 700 responses were received through telephone calls; returned proformas; signed draft Tenancy Agreements; letters; email comments.

5.6 A letter was sent to Tenants and Residents Associations (TRAs) informing them of the consultation process, which included reference to a Council representative being available to speak at a meeting if requested. Consultation meetings were held with the Borough Forum (comprising TRA representatives) on 25 September 2012; a meeting with one of the Area Forums; and a meeting with Aspen Gardens TRA.

5.7 Tenants' responses have now been received and the second part of this report outlines the number of responses received from tenants and outlines what changes have been made to the Tenancy Agreement following consideration of those responses.

5.8 The consultation on changes to the Tenancy Agreement and the new Tenancy Agreements for new tenants attracted 771 responses in total, broken down as 40 email responses, 196 telephone, and 535 written responses.

5.9 This represents an overall response rate of 6.2% of the total 12,500 consultation packs that were sent out to tenants.

- Sixty nine responses related to changes to the draft tenancy terms and 6 related to the introduction of new forms of tenure.

- Two hundred and eighty seven tenants, or 37.2% of the 711 responses, signed and returned the draft Tenancy Agreement in error.
- Two requests were made for translation of the S105 Consultation document providing translations into two different languages (Arabic and Eritrean). These translated consultation packs were then sent to the residents concerned.
- Three tenants reported that they were dyslexic and a further 6 stated that they were unable to read or write, or understand the documents, and arrangements were made for officers to visit them and explain the consultation to them.

Consultation Feedback

- 5.10 The feedback that was received was generally supportive in relation to the changes to the existing Tenancy Agreement. 105 comments (13.6% of overall responses) were recorded which suggested broad support for the changes.
- 5.11 There were a number of critical comments about the clarity of the consultation pack and 287 of those responding assumed that it was necessary for them to sign and return the draft Tenancy Agreement that was provided for information. There were 9 responses which expressed non-specific opposition to the proposed changes. 115 respondents (14.9% of the total responses) contacted the consultation helpline for further clarification on the purpose of the documents and whether they needed to be completed and returned.
- 5.12 A number of tenants (35, or 4.5% of the total responses) also took the opportunity to enquire or comment about other issues unrelated to the tenancy consultation and these were passed to the appropriate officers for action.

Main response themes

- 5.13 Responses from tenants fell into 4 main themes:
- Questions about what they needed to do with the information that they had been sent
 - Concerns over security of tenure
 - Specific suggested amendments to the clauses in the tenancy agreement. Broad support for the new tenancy agreement
 - 55% of tenants (108) who contacted the council by telephone wanted to confirm what they were required to do with consultation documents.

In addition, the following issues were raised

- Of tenants who expressed an opinion either verbally, or in writing on the response form, the majority wished to confirm that they were pleased with the additions to the terms and conditions, with a number commenting that they felt that the document was clear and easy to understand.
- Seventy tenants, or 9.1% expressed concern about their future security of tenure. Officers were able to reassure them that their security of tenure would not be affected.
- One resident of the West Kensington Estate raised the issue of their security of Tenure in the context of the regeneration project scheduled for the estate. Officers were again able to reassure this tenant that their security of tenure will not change as a result of the new Tenancy Agreement, details of which can be found in the relevant cabinet report.
- Twenty tenants (2.6% of total respondents) responded that they were concerned that it was unreasonable to expect them to inform their housing officer if they were going to be away from their property for more than 3 weeks. It was felt by some tenants, especially those with relatives living abroad, that three weeks was not long enough.
- Thirty three tenants (4.3% of total respondents) in sheltered accommodation felt that they should be allowed to have guests to stay for more than two nights in a week without asking for permission from the Sheltered Housing service.

Specific tenancy issues

- 5.14 A small number of tenants raised queries or made comment about very specific clauses in the Tenancy Agreement. These are detailed below

Dogs

- 5.15 Fourteen tenants commented about dogs, with 50% in agreement that clauses relating to dogs should be strengthened and 50% concerned about what this might mean for their own circumstances.

Satellite Dishes

- 5.16 One tenant asked about satellite dishes in the context of whether or not they would be allowed to keep a satellite dish that they had already had installed.

Laminate flooring

- 5.17 Five tenants required clarification on the issue of whether it will be possible to lay laminate flooring under the terms of the new Tenancy Agreement

Joint Tenancy

- 5.18 One consultee remarked that there is no reference to the process of becoming a joint tenant.

Data Protection

- 5.19 Five tenants stated concerns over use of information. These concerns were primarily in relation to the inclusion of photo ID with newly signed Tenancy Agreements.

Tenant Responsibility

- 5.20 Sixteen tenants either expressed concern, or enquired about various areas of tenant responsibility as stated in the proposed Tenancy Agreement. These comments ranged from concerns over the decoration of properties, to the newly included section on tenant behaviour in the borough.

Right To Buy

- 5.21 Four tenants asked whether their right to buy their Council property would be affected by the proposed changes.

Enforcement of Proposed Tenancy Agreement

- 5.22 Thirteen tenants enquired how the proposed changes would be enforced.

Comments on new form of tenancy

- Concern that tenants will no longer invest in properties if they only think they will remain there for 5 year
- Good idea to maintain life time tenancies for existing tenants and fixed term for new tenants. Two years is too short an amount of time. Agrees with five years. Should also be a clause about spot check visits and visits should not be pre-arranged
- Agrees with logical changes. Agrees that existing secure tenants should remain secure

- Seems fair and sensible. Will enable the Council to take faster action in the future against those who break the agreement.
 - Agree with draft proposals but needs to be clarification on how it affect tenants on housing benefit.
 - Opposed to the fixed term tenancy
- 5.23 Officers developed a simple matrix identifying what issues had elicited a response and identified whether the Council intended to make changes. A further summary of responses is appended to this report as Appendix B.

6. OPTIONS AND ANALYSIS OF OPTIONS

- 6.1 Sections of the Tenancy Agreement that are proposed for change following consultation
- 6.2 The key change officers are seeking approval for involves:
- extending the number of nights that a sheltered tenant can have an overnight visitor from the proposed 2 nights to 5 nights (See Page 6 of Appendix A). Respondents made the case that visitors often stay overnight to assist with tenants' health and care needs and the recommended 2 nights limit was too short.
- 6.3 Other changes officers are seeking approval for involves:
- Making reference to the Government's 'Right to Repair' regulations (See Page 9)
 - Additional descriptions of general nuisance and behaviour to include cooking food using a barbecue on a balcony and burning rubbish on balconies, private gardens or any shared areas (See Page 15)
 - Revising references to how the Council keeps and uses information about tenants (See Pages 18)
- 6.4 Other minor changes and improvements have been made to the document, not referred to above. It should be noted that many of the comments made related to the practical implementation of the proposed changes, e.g., dog ownership where tenants already owned dogs; enforcement of anti-social behaviour elements. These comments will be helpful with the drafting of the Tenancy Support Pack which will set out in more detail how the Tenancy Agreement will work in practice.

7. CONCLUDING SUMMARY

7.1 On agreement of the recommendations of the Cabinet Report, officers will arrange for the mailing out of the Tenancy Agreement and a Notice of Variation to all tenants which will trigger the implementation of the new Tenancy Agreement document four weeks after it is delivered. This new document will not need to be signed by existing tenants but will nonetheless be the document that sets out the conditions on which tenants occupy their Council homes, highlighting both their and the Council's rights and responsibilities.

7.2 Appended to this report is the:

- Final Tenancy Agreement (Appendix A)
- Summary of Tenants Responses (Appendix B)

7.3 The Equalities Impact Assessment is available on the Council's website.

8. CONSULTATION

8.1 The consultation process is detailed in Sections 4 and 5 of this report.

9. EQUALITY IMPLICATIONS

9.1 Key positive and negative impacts that have been identified are as follows:

Positive Impact on Victims of Domestic Violence & Abuse

9.2 The proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard for all nine protected characteristic groups (Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy & Maternity, Race, Religion, Sex, and Sexual Orientation) . Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures will be developed so that staff understand what domestic violence is and can be more confident in identifying potential cases.

Positive Impact on people with Disabilities

- 9.3 The Disability characteristic is one of the principal areas of review contained within the accompanying EIA to ensure that vulnerable groups will not be adversely disadvantaged by the proposed changes. When considering the disability protected characteristic, considerations take into account both mental and physical disabilities. Applicants with disabilities and/or special housing or health needs will continue to be granted secure tenancies. This provides a level of stability and support to vulnerable members of the borough, ensuring that they are not adversely disadvantaged by the introduction of fixed term tenancies for new tenants.
- 9.4 The Council will have due regard to the multiple needs of applicants and will liaise with other departments of the Council, principally Children's and Adults' Services. The onus will be on the applicant, or the applicant's support agency, to inform Housing Options of any needs and existing contact they have with other Council officers to ensure the respective needs can be taken into account. The Council understands the scale and scope of some vulnerable households needs. The Council will seek to ensure that necessary advice and support is made available.
- 9.5 The Council is committed to retaining where possible housing that has been built and/or adapted for use by disabled tenants. The Tenancy Agreement seeks to ensure continued provision of properties with disabled adaptations remaining in the lettings pool. The Council will therefore reserve the right to offer alternative accommodation to a remaining general needs tenant who may ordinarily be able to succeed to the tenancy. In this scenario, any new tenancy will be granted on similar terms to the original and reflect their current housing need. For example, where the original household need was three bedrooms and the changed housing need is two bedrooms, then the household will be offered a two bedroom property. Any such decision can, however, be the subject of appeal to a panel of senior housing managers.
- 9.6 The Council will seek to ensure that the implementation of the agreed revised Tenancy Agreement will meet the 2010 Equality Act requirements and will continually review and update its procedures and working practices where necessary.

Positive Impacts on Disabled People

- 9.7 The proposed Tenancy Agreement states that tenants can run a business from home as long as they have obtained written permission from the Housing Department. Permission will only be refused if it is likely to cause a nuisance or annoy other people, or damage property. This tenancy condition could potentially benefit disabled tenants who may be able to explore options to work from home. This tenancy condition promotes the creation of small businesses that can operate

from home and is an inclusive tenancy condition that could positively increase opportunities for disabled tenants. It is envisaged that these businesses would typically be a one-person, desk-based business often using information technology to operate.

Negative Impacts on Race Protected Groups

- 9.8 18-25 year olds will be granted 2 year fixed term tenancies in the first instance, which may lead to the granting of a longer 5 year tenancy at a later stage. 52% of Council lettings in 2011/12 were to ethnic minority groups and therefore the granting of fixed term tenancies to future tenants is likely to have a relatively modest greater negative impact on people from race protected groups. Given that a proportion of lettings are made to young people in housing need, it can be assumed that a significant proportion of 2 year tenancies will be granted to applicants from ethnic minority backgrounds.

10. LEGAL IMPLICATIONS

- 10.1 Under Section 105 of the Housing Act 1985, the Council has a statutory duty to consult with tenants on matter of housing management . This includes the variation of the Tenancy Agreement
- 10.2 Section 103 of the Act sets out the procedure that must be followed to vary the Tenancy Agreement. The first step is serve a Preliminary Notice on all tenants and as set out in the report this was served on tenants on or about 10 September and tenants were invited to comment on the proposed variation by 19 October.
- 10.3 Members must properly consider any comments made by the tenants. Failure to take into account any relevant considerations would void the variation.
- 10.4 Finally a Notice of Variation must be served on all tenants which must specify, the nature and details of the variation and the date it will take effect. As set out in the report there must be at least 4 weeks between the date the Notice of Variation is served and the date on which the Tenancy Agreement will be varied.
- 10.5 After the Notice of Variation has taken effect all Council tenants will be bound by the terms of the new Tenancy Agreement.
- 10.6 Implications verified/completed by: Janette Mullins, Head of Litigation, 0208 753 2744

11. FINANCIAL AND RESOURCES IMPLICATIONS

- 11.1. The cost of serving Preliminary Notice of Variation and serving of the Notice of Variation were projected to cost approximately £75,000. As this work was not anticipated when preparing the HRA budgets for 2012/13, a draw down from HRA working balances (HRA reserves) was approved. Current forecasts reported through the Council's Corporate Revenue Monitoring regime indicate that a break-even position is likely to be achieved against the new £75,000 budget.
- 11.2 In terms of future years, it should also be noted that the implementation of aspects of the new tenancy regime, such as flexible tenancies, will result in potentially both additional management costs and in additional rent loss due to voids and bad debts from 2013/14 onwards. The current draft HRA business plan assumes that the costs of managing the new regime are contained within existing planned cost envelopes and makes some allowance for increases in rent loss arising from voids and bad debts. It should be noted that these figures are at this stage difficult to estimate as this is a new regime and exact comparisons are difficult to find.
- 11.3 Our building insurers have confirmed that they have no issues with a business being conducted from a tenanted home as long as suitable risk assessments are undertaken. Our insurance premium is calculated on a blanket basis and our insurance team have advised that they do not anticipate any additional charges for business use.
- 11.4 Implications verified/completed by: Kathleen Corbett, Director of Finance & Resources (HRD), 0208 753 3031.

12. RISK MANAGEMENT

- 12.1 The report content sets out the risks associated with the proposed key changes to the Tenancy Agreement and contributes positively to the management of risk number two of the Enterprise Wide Risk Register, Managing the Business Objectives (publics needs and expectations). There remains a possibility of individual or group legal challenge regarding the reasonableness of some of the changes being proposed. Specifically where the Council is requiring tenants to give the Council notice of absence for more than three weeks has been identified as an area of potential challenge. The Council understands the scale and scope of some vulnerable households needs, these have been expressed in the 8.4 of the Equalities section of the report. The Council will seek to ensure that necessary advice and support is made available in mitigation.

- 12.2 Regarding the implementation of the new Tenancy Agreement, there will need to be sufficient time and resources made available for staff training and associated changes to information and communications technology applications to reflect the implementation of fixed term tenancies as one example. This will also require the production of a new Tenancy Support Pack to complement the Tenancy Agreement and the adoption of new policies and procedures to ensure that new approaches being adopted are resourced, robust and deliverable. Finally, there will need to be full and on-going communication to tenants of the new approach being adopted.
- 12.3 A risk register will need to be prepared, to be managed within the project, to record additional risks identified in the report. This can also accommodate and escalate any emerging risks and issues as they arise.
- 12.4 Implications verified/completed by: Michael Sloniowski, Head of Risk Management, 0208 753 2587

13. PROCUREMENT AND IT STRATEGY IMPLICATIONS

- 13.1 Not applicable

LOCAL GOVERNMENT ACT 2000 **LIST OF BACKGROUND PAPERS USED IN PREPARING THIS REPORT**

No.	Description of Background Papers	Name/Ext of holder of file/copy	Department/ Location
1.	None		

LIST OF APPENDICES:

- Final Tenancy Agreement (Appendix A)
Summary of Tenants Responses (Appendix B)

London Borough of Hammersmith & Fulham

Tenancy Agreement

This **tenancy agreement** is between:

- us, the **London Borough of Hammersmith and Fulham**; and
- you, the tenant or tenants named below. (Print full names)

Name 1 - _____

Name 2 - _____

This tenancy agreement is for the property at:

In summary, this tenancy is:

Tick Box

1. A **Secure Tenancy**. This tenancy does not have an expiry date.
Within the Secure Tenancy category is included Sheltered Housing Tenants who have the same rights as Secure Tenants except where set out in this document.
2. An **Introductory Tenancy**. It will last for one year from the date of this tenancy, which unless extended or ended, will automatically become a **Secure Tenancy** or a **Sheltered Tenancy**
3. An **Introductory Tenancy**. It will last for one year from the date of this tenancy, which unless extended or ended, will automatically become a **five year Secure Flexible Tenancy**.
4. An **Introductory Tenancy**. It will last for one year, unless extended or ended, will automatically become a **two year Secure Flexible Tenancy**.

Note 1: This tenancy agreement must be completed and signed by the proposed tenant(s) and the Council's representative. The name(s) and address on this page must be the same as set out in Part N of this document where there is more detail on the different tenancies.

Contents

- A Introduction to your tenancy agreement**
- B Types of tenancy**
- C Your rights and responsibilities**
- D Paying your rent & other charges**
- E Repairs, improvements & alterations to your home**
- F Access to your home**
- G Health and safety**
- H Responsibilities for gardens & shared areas**
- I Living in your home and your behaviour**
- J Dogs, pets and other animals**
- K Parking**
- L Consulting you, changing the tenancy agreement and the information we keep about you**
- M Ending your tenancy**
- N Signing your tenancy agreement**

Part A Introduction to your tenancy agreement

Welcome to your tenancy with us. Council housing in Hammersmith and Fulham is a scarce and valuable resource with council rents being on average less than a quarter of equivalent rents in the private sector, making this agreement between you and us important.

This tenancy agreement sets out the basic conditions of your tenancy and explains what we, Hammersmith & Fulham Council are responsible for as your landlord, and what you are responsible for as our tenant. It also explains your rights as a tenant and ours as a landlord.

In this tenancy agreement, we refer to the property, including any garden, shed or garage, as your home.

We will not interfere with your right to live in your home as long as you do not break any of the conditions of this agreement.

If this is a joint tenancy, each of you is responsible for keeping to all the conditions set out in this agreement. Even if one tenant leaves the home, the other tenant must still keep to these conditions which include continuing to pay the rent.

If this agreement says that you need our written permission to do something, we will not refuse to give you permission, delay in giving our permission, or withdraw it, unless we have good reason. For example, if we think giving you our permission will have an adverse affect on your home or your neighbours.

If this agreement says that we will charge you for example to carry out work or clear rubbish we will do so in line with our Recharge Policy which will be summarised in your Tenancy Support Pack.

If you break the terms of your tenancy agreement, we will take action against you. There is a range of legal action that we can take depending on what part of your agreement you have broken.

Your home may be at risk if you do not comply with the terms of the tenancy agreement.

There is more information on the conditions of your tenancy in your Tenancy Support Pack.

Part B Types of tenancy

1 Introductory Tenancy

- a If you have an Introductory Tenancy, your tenancy will last for a 12-month trial period. At the end of the trial period, your tenancy will become a **Secure Tenancy** or a **Secure Flexible Tenancy** provided you have not broken any of the conditions of your Introductory Tenancy. If you break the conditions of

your Introductory Tenancy we will carefully consider what action we will take and it is possible you will be evicted from your home. If this happens, it is highly unlikely that we will offer you another introductory tenancy elsewhere.

- b If we want to end your tenancy, or extend it for a further six months, we will give you a 'notice of proceedings for possession' or a 'notice of extension', whichever is appropriate. You can ask us to review our decision to serve a notice.

As an Introductory tenant you do not have the same rights as a secure tenant. This means as an Introductory Tenant you are not allowed to:

- buy your home
- vote to change your landlord
- exchange your home
- take in a lodger, or
- make any alterations to your home

When you have successfully completed your trial tenancy you will then be allowed to have a Secure tenancy or a Secure Flexible tenancy.

2 Secure Tenancy

If you have a secure tenancy, we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy because you have broken any of the conditions of this tenancy agreement. However, we are not allowed to evict you from your home without proving our case in a court of law. If the court agrees with us, they will give us a court order that allows us to end your tenancy.

Within the Secure Tenancy category are sheltered tenants. This tenancy is for designated sheltered housing and is the same as a secure tenancy except:

- You are not allowed to buy your own home
- You can only exchange your home with another tenant who is eligible to have a sheltered tenancy
- We will not allow you to have lodgers or allow you to sublet part of your home.

3. Secure Flexible Tenancy

This tenancy is a secure tenancy (as above) but is for a fixed term. The term of your tenancy is set out in Part N of this tenancy agreement. During the fixed term we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy if you have broken any of the conditions of this tenancy agreement. 9 months before the end of your tenancy we will review your housing need and the way you have conducted your tenancy. If we decide not to renew your tenancy we will give you 6 months notice.

Part C Your rights and responsibilities

For more information and advice on the following conditions please refer to your Tenancy Support Pack

1 Living in your home

You must live in your home as your only or main home. If you do not we will take legal action against you and you may lose your home.

2 Going away

If you are going away for longer than 3 (three) weeks, you must let your housing officer know. This is because we need to know how to contact you if necessary, and it will let us know you have not abandoned your home.

Tenants of sheltered housing need to tell us if you are away from your home for longer than 1 (one) week.

3 Running a business from your home

You can use your home to run a business as long as we give you our permission in writing. We will not refuse permission unless we feel that the business is likely to cause a nuisance or annoy other people, or damage the property. An example of a business we would allow is running your own one-person, desk-based business. Examples of businesses we would not allow include repairing & maintaining cars and selling cars and businesses involving machinery or other sources of noise.

4 Lodgers

A lodger is someone who lives with you and pays you rent.

Secure Tenants and Secure Flexible Tenants - You can take in a lodger but you must inform your housing officer before they move in.

Introductory Tenants - You cannot take in lodgers under any circumstances.

Sheltered housing tenants - You cannot take in lodgers under any circumstances.

5 Overcrowding

You must not allow your home to become overcrowded by allowing other people to live or stay with you.

Overcrowding is where the number of people living in your home is more than the law allows because there are not enough bed spaces for everyone.

The number of people in a household can both grow and reduce over time. If a property becomes overcrowded, tenants should not assume that this will entitle them to a larger home. Affordable family homes for rent that have three bedrooms or more are in short supply in Hammersmith & Fulham

6. Sheltered Tenants' Visitors

You are required to restrict overnight visitors to no more than 5 (five) nights in a week.

7. Subletting your home

Subletting means giving a tenancy to someone else and charging them rent.

- a If you are a Secure Tenant or a Secure Flexible Tenant and want to sublet part of your home you must get written permission from your housing officer.

Introductory tenants and sheltered housing tenants cannot sublet part of their homes.

- b You **must not** sublet **all** of your home. If you do we will take legal action against you to repossess your home. You will be in breach of this Agreement and committing fraud.

8. Tenancy Succession

Succession is where your tenancy passes on to someone after your death

Your statutory succession rights are set out in the Housing Act 1985 and can be summarised as follows:

- a If you became a tenant **before 1 April 2012** when you die your tenancy will pass to your husband, wife or civil partner if they were living with you at the time of your death. If you do not have a husband, wife or civil partner when you die, your tenancy can pass on to another member of your family who has been living with you for at least 12 months before your death. Family members includes your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. But does not include foster children.
- b If you became a tenant **after 1 April 2012**, your tenancy can only pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner if they were living with you at your home at the time of your death.
- c If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession.

- d. If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy.

If a person who has been living with you does not have the statutory right to succeed to your tenancy we may use our discretion to allow a new Secure Flexible tenancy to be granted only in the circumstances set out in our Housing Allocation Scheme.

9 Transferring your tenancy

You have the right to transfer (assign) your tenancy to someone else if:

- we give you written permission to transfer the tenancy to someone who would be able to take over your tenancy by succession after your death; **or**
- we have received a court order instructing us to transfer the tenancy.

Sheltered housing tenants can only transfer their tenancy to a person eligible to live in sheltered housing

10 Exchanging your home

You have the right to exchange your home with another council tenant or housing association tenant. You must get our written permission before you exchange, and we can refuse if you do not meet certain conditions set by law.

Sheltered housing tenants can only exchange with a person eligible to live in sheltered housing

Introductory tenants cannot exchange their tenancies.

11 The right to buy

If you are a Secure or Secure Flexible Tenant, you have the right to buy your home. The council has a range of other options available to help you which you can find in the Tenancy Support Pack or your housing officer or an officer from the home ownership team.

Introductory and sheltered housing tenants do not have the right to buy.

Part D Paying your rent and other charges

More information and advice on the conditions in this Part are given in your Tenancy Support Pack (not included with this draft tenancy agreement).

- a You must pay your rent, service charge, water rates and other charges (as set out at the **end** of this tenancy agreement) every Monday for the week ahead.
- b Service charges cover the cost of services we provide to you such as lifts, concierge services, door entry systems and cleaning.

- c You must also pay any rent or other charges you owe from a previous council tenancy.
- d If you have a joint tenancy, each joint tenant is responsible for paying the rent, service charge, water rates, and other charges. If one joint tenant moves out of your home, you will both still be responsible for the full weekly amount and any other amounts you owe us under this tenancy agreement.
- e If you do not pay any amount you owe us when it is due, depending on the circumstances, we will send you notice that we will apply for a court order so we can take back your home. If we do this you will then have to pay our legal costs and court fees on top of the full amount you owe us.
- f We can change the rent, service charges, other charges and water rates by giving you four weeks' notice in writing.
- g If you claim Housing Benefit, you must tell the Council team dealing with Housing Benefit (replaced in the future by Universal Credit) about any change in your circumstances. Any changes may affect the amount of Housing Benefit (replaced in the future by Universal Credit) you get and you must pay the difference.

Part E Repairs, improvements and alterations to your home

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

This section explains what we are responsible for and what you as the tenant are responsible for. It also summarises our obligations to you the tenant under the terms of Section 11 of the Landlord and Tenant Act 1985. We only accept the duties given to us by the Act and we do not accept any wider obligations.

1 Our repair and maintenance responsibilities

- a We will repair and maintain the structure and the outside of your home.
- b We will keep all fixtures and fittings in your home for the supply of gas, electricity, heating and hot water in repair and in proper working order. Fixtures and fittings are items in your home which cannot be removed – for example, water and gas pipes, electrical wiring, water tanks and boilers, radiators, baths, toilets, sinks.
- c In shared areas we will take reasonable steps to keep all lifts, lighting, door-entry systems, fire-safety equipment and other shared items in a reasonable state of repair. Shared areas include stairways, entrances and landings that you and your neighbours can use.
- d We will decorate the outside of your home and shared areas at regular intervals.

- e We will carry out repairs we are responsible for within a reasonable time, giving priority to urgent repairs.
- f We must carry out certain urgent or 'qualifying' repairs within a set time. Under the Right to Repair regulations, if we do not complete them within a certain time you may have the right to do the work yourself and charge us for the work (you can find details about these timescales and how to claim in your Tenancy Support Pack).

2 Your repair and maintenance responsibilities

- a You must tell us when a repair that is our responsibility needs to be done as soon as possible.
- b You and anyone living with or visiting you must keep your home, including its fixtures and fittings, clean and in good condition.
- c You are responsible for minor repairs and decorating inside your home. Details of what you are responsible for are given in your Tenancy Support Pack.
- d You must put down a suitable floor covering, with adequate underlay or insulation underneath it, to make sure that any noise, including normal day-to-day noise, could not and does not cause a nuisance to your neighbours.
- e You are responsible for any damage or repairs caused because you (or anyone living with or visiting you), have not looked after your home properly. If we have to carry out repairs to your home in these circumstances you will have to pay our costs. This does not apply to damage caused by fair wear and tear or vandals, as long as you reported the damage to the police and to us as soon as you found out about it.
- f You are responsible for looking after any keys for your home we have given you. If you lose any of your keys, you must inform us and you will have to pay for their replacement.
- g We may carry out repairs that you (or any other member of your household) cannot do because of your age or disability, because you are vulnerable, or in other special circumstances. You can get more information from your housing officer.
- h You must keep your home adequately ventilated to ensure that you do not cause condensation.
- i **We will insure the structure of the building and our fixtures and fittings against loss or damage caused by certain risks. However, you are responsible for insuring your belongings in your home.**

3 Alterations to your home

Secure Tenants

- a** You must get written permission from your housing officer before you carry out any alterations to your home or shared areas. This includes putting up a satellite dish or an aerial, fitting security grilles or gates and laying wooden or laminate flooring.
- b** We will give our permission for you to make alterations to your home unless we have good reason not to. If you make an alteration without our permission, we may ask you to change it back. If you do not do this, we will do the necessary work and charge you our costs. We will not give permission for any changes that may affect the structure of the building, e.g., alterations to internal walls or structures in roof spaces.
- c.** Alterations to sheds, garages or other outbuildings should not be undertaken without our permission.
- d** If you have any work carried out in your home, you must make sure it is done by a competent and suitably qualified person. If we find out that work carried out to your home has or could damage your home or injure someone, we will ask you to put the matter right. If you do not solve the problem, we will carry out the necessary work and you will have to pay our costs.

Introductory and Secure Flexible Tenants must not carry out any alterations to their homes.

Part F Access to your home

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

- a** If we need to get into your home (for example, to service your boiler), and it is not an emergency, we will give you at least 24 hours' notice. If we have given you notice but you do not let us in, we may force our way in if we think that there is a risk that your home or other properties could be damaged or people could be injured.
- b** In an emergency, such as a flood or suspected gas leak, we may have to get into your home without giving you notice. If we have to do this, we will make sure that your home is secure when we leave.
- c** We will repair any damage caused by us forcing our way into your home, unless we had to force our way in as a result of your carelessness or neglect.
- d** You must allow our employees and people we authorise into your home to:

- carry out an inspection
- carry out a gas safety check
- carry out an electrical safety check
- carry out repairs or improvements that may be necessary
- inspect a neighbouring property, or
- discuss any issues relating to your tenancy
- carry out a tenancy check.

Part G Health and safety

More information and advice on the conditions in this part G are given in your Tenancy Support Pack.

1 Our responsibilities for health and safety

Gas

- a** Under the Gas Safety (Installation and Use) Regulations 1998 once a year we must carry out a gas safety check of any gas appliances (and any additional appliances not installed by the Council) we have supplied in your home.

Fire

- a** Under the Regulatory Reform Fire Safety Order 2005, we will carry out a fire-risk assessments of all communal areas and review the assessments on a regular basis.
- b** We will install a battery-operated smoke alarm in your home at the start of your tenancy.
- c** If you ask us to, we will arrange for the London Fire Brigade to carry out a fire-safety check in your home.

Electricity

- a** We will check and test all electrical wiring and ensure it meets the relevant standards prior to the start of your tenancy.

Asbestos

- a** Under Control of Asbestos Regulations 2012, we will conduct a survey of the property prior to the start of your tenancy.
- b** We will manage and maintain any Asbestos containing materials if they are present in your property.

Water Hygiene

- a** We will manage and maintain all communal water tanks and pipework in the building and any water tanks in your home if one exists.

2 Your responsibilities for health and safety

Gas

- a** You must let our contractors into your home to carry out a gas-safety check each year. This is to make sure you or anyone else is not at risk of carbon-monoxide poisoning from a faulty appliance. We will give you written notice of when the check will be carried out.

- b** You must make sure any carbon monoxide gas alarm in your home is in working order and tell us if any are not working.
- c** You and anyone living with or visiting you must not interfere with any shared fixture or fitting for gas supplies.
- d** You must not carry out or allow any work that affects the gas supply in your home. Any work to repair, replace or install gas appliances must be carried out by a contractor on the Gas Safe Register and you must give us a copy of the certificate for the work.

Fire

- a** You must make sure any smoke or fire alarm in your home is in working order and tell us if any are not working.
- b** You must not keep any portable oil or bottled-gas appliance, or fuel for such appliances, in your home which includes store rooms, private and public balcony space. You must not keep any dangerous or flammable goods materials or substances in your home, apart from those used for general household purposes.
- c** You must take reasonable precautions to prevent fire damage in your home.
- d** You and anyone living with or visiting you must not smoke in any shared area, including shared balconies, lobbies and staircases.
- e** You must have written permission to store a motorised mobility scooter inside the communal parts of the building. You must not charge your mobility scooter in the communal parts of the building. Please request a risk assessment from the Health & Safety department if you use a mobility scooter. This is to make sure that the emergency services can get into your home easily in an emergency and does not compromise the safety of the communal area.

Electricity

- a** You and anyone living with or visiting you must not interfere with any fixture or fitting for electricity supplies.

Asbestos

- a** You and anyone living with or visiting you must not interfere with any fixture or fitting to the fabric of the building. If you suspect a material in your home contains asbestos, Please contact your housing officer for a home visit survey.

Water hygiene

- a** You must take reasonable precautions to prevent flood damage in your home.
- b** You and anyone living with or visiting you must not interfere with any shared fixture or fitting for water supplies.

General Safety

- a** You and anyone living with or visiting you must not enter, or try to enter, any unauthorised areas such as shared loft space or storage areas.
- b** You must not store or leave any rubbish or items that could cause a nuisance or danger in your home, on your balcony, in your garden, shared areas or in any shed or garage you have been allowed to use. If you do, we will ask you to remove any items causing an obstruction. If you do not do this within a

reasonable period of time, we will remove them without further notice and you will have to pay our reasonable costs for doing this.

- c** You must keep all shared areas free from obstructions. So you must not keep any items that will block someone's access, or cause a health and safety risk, in corridors, landings, walkways, stairwells or any shared area. If you do, we will remove them and you will have to pay our reasonable costs for doing this.
- d** You must be considerate when you remove household recyclable and non recyclable waste and any items you no longer need. If we have to remove any of your household waste, personal belongings (including old furniture, mattresses, etc) or rubbish you have left in a shared or public area, you will have to pay our costs which will be charged in line with the Council's Recharges Policy.
- e** You must not alter, remove, damage or replace any safety device (such as window locks, security grilles, fire or security doors) either in your home or in shared areas.
- f** You must take all reasonable steps to keep your home free from rats, mice and other pests and report any infestation as soon as possible to the Council.
- g** You must tell us if you or a member of your household needs to use and keep medical gases or equipment in the home and this could prevent you from being able to leave the building quickly in an emergency.
- h** You must have written permission to store a motorised mobility scooter or wheelchair inside your home. This is to make sure that the emergency services can get into your home easily in an emergency.

Part H Responsibilities for gardens and shared areas

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

- a** If we do not provide a caretaking service, you are responsible, with other tenants, for cleaning shared areas in the front, side and rear of your home. If you do not do this we will clean the shared areas and you will have to pay our costs.
- b** If you have a garden that only you and your household can use, you must keep it in a tidy and safe condition and free of rubbish and pests, so it does not become a health and safety risk or nuisance. If you fail to do this, we may carry out the necessary work and you will have to pay our costs.
- c** You must make sure that any trees or hedges in your garden are kept at a reasonable height and do not cause a nuisance to your neighbours or passers by.

- d** You are responsible repairing fences between private gardens. We are responsible for repairing or replacing fences next to public roads, footpaths, alleyways or communal gardens. If you fail to do this, we may carry out the necessary work and you will have to pay our costs
- e** You must not remove, alter, replace or plant any hedge, fence or tree in your garden without first getting our written permission. We will refuse permission for large hedges and trees if we think they may cause or become a nuisance.
- f** Where we provide a caretaking service, we will be responsible for maintaining a clean and tidy environment. How often we visit each block will depend on whether you live on a large estate or small independent block.
- g** Where possible we will provide recycling facilities on our estates.
- h** You should not erect any sheds or any structure in the garden without receiving written permission from your housing officer. You must not allow anyone to live in a garden shed or structure in the garden.

Part I Living in your home and your behaviour

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

This section tells you what we expect from you. **You are responsible** for:

- your behaviour
- the behaviour of your children, and
- the behaviour of anyone who lives in or visits your home; anywhere in the local area or in the Borough of Hammersmith and Fulham.

You are also responsible for any damage or nuisance caused by anyone living with or visiting you, including the cost of making good any damage which will mean you will have to pay our costs.

1 Harassment

You and anyone who lives in or visits your home must not cause, allow, threaten to cause or threaten to allow any type of harassment.

Harassment is where someone intends to harm or intimidate another person, including council staff and contractors. Examples of harassment include the following:

- Verbal or written abuse
- Threats
- Physical violence or assault
- Stalking

- Persistent or offensive phone calls, texts and/or emails including use of social media
- Knocking on doors and/or windows
- Sending indecent or abusive material
- Deliberate damage to property
- Graffiti

You must not behave in a way that targets members of identified groups because of their perceived differences. It is usually based on prejudice against a type of person for people because of their:

- race
- colour
- nationality
- ethnic background
- religious or political beliefs
- gender
- age
- pregnancy or maternity
- marital or civil partnership
- gender reassignment
- sexuality
- disability, or
- mental condition

This includes racial, disability, homophobic and sexual harassment.

2 Domestic violence and abuse

You and anyone who lives in or visits your home must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living with you. If you do, and that person or their children have to leave your home because of your behaviour, we may take legal action against you. This could result in us evicting you from your home.

3 General nuisance and behaviour

You and anyone who lives in or visits your home must not do the following:

- Threaten or use violence towards anyone in the Borough of Hammersmith and Fulham and/or in the local area, including council employees and contractors
- Anything that causes or is likely to cause a nuisance towards anyone in the Borough of Hammersmith and Fulham and/or in the local area
- Anything that disturbs the peace, comfort or convenience of anyone who lives in the Borough of Hammersmith and Fulham and/or in the local area.
- Play your television, radio or any music loudly in your home or in any garden or shared area

- Cook food using a barbeque on a balcony
- Burn rubbish on balconies, in private gardens or in any shared areas
- Damage property belonging to other people or the Council in the Borough of Hammersmith and Fulham and/or in the local area. This includes graffiti.
- Throw items from your balcony or window
- Dumping of household waste, personal belongings (including old furniture, mattresses, etc) or rubbish you have left in a shared or public area
- Ride motorcycles or mopeds in shared areas
- Use or allow others to use drugs or deal or allow others to deal drugs in your home, in the Borough of Hammersmith and Fulham and/or in the local area
- Use your home for any illegal purpose
- Plead guilty or be convicted of a serious offence in the Borough of Hammersmith and Fulham and/or local area
- Plead guilty or be convicted of a serious offence of violence against a person or against property (including criminal damage and offences such as arson or rioting), committed anywhere in the Borough of Hammersmith and Fulham
- Keep firearms and other weapons in your home.
- Keep dogs without the Council's permission (see Part J below).

4 Tenancy Fraud and Attempts at Tenancy Fraud

You and anyone who lives in your home must not commit fraud or attempt to commit fraud in respect of your tenancy. This includes illegal subletting and knowingly making a false statement or withholding information in order to obtain a tenancy.

Part J Dogs, Pets and Other Animals

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

- a** You must not keep any pet, animal, bird or reptile that is likely to cause a nuisance or could be a danger to anyone in the local area, including members of your own household.
- b** You must not allow your home to become unhygienic as a result of you keeping any pet, animal, bird or reptile.
- c** You must not allow your pets, animals or birds to damage any council property and you must remove and dispose of all animal mess hygienically.
- d** You must not feed pigeons, squirrels and other pests, either at your home, in any shared area or in the local area.
- e** You must not keep a dog without our written permission.
- f** You must not keep any dangerous dog.

- g** You must not keep a dog for breeding or fighting purposes.
- h** You or anyone walking your dog for you must keep it on a lead at all times when in shared areas and open spaces. If you live on an estate where there are byelaws relating to dogs, you must keep to those byelaws.
- i** If any animal belonging to you or anyone living with or visiting you causes a nuisance to anyone in the local area, we will ask you to remove it.
- j.** You must clear up any mess caused by your dog fouling shared areas and open spaces

Part K Parking

More information and advice on the conditions in this part K are given in your Tenancy Support Pack.

- a** You must not park any motor or electric vehicle, motorcycle, moped, scooter anywhere other than an official parking space or bay. If there is a local parking scheme, you must keep to the rules of the scheme.
- b** You must not undertake major repairs, maintenance or servicing of any vehicle in the local area (except for emergency repairs needed for you to take your vehicle to a garage). You and anyone living with you or visiting you must not repair any vehicles outside your home other than routine servicing to a vehicle registered with the Driver and Vehicle Licensing Agency (DVLA) at your address.
- c** You, anyone living with you or visiting you must not park any vehicle on a shared driveway or in a way that blocks other residents' homes or the road or causes a health and safety risk.
- d** If you have a driveway or carport you must not use it to store dilapidated vehicle or other rubbish which may be a nuisance.

Part L Consulting you, changing the tenancy agreement, and the information we keep about you

More information and advice on the conditions in this Part are given in your Tenancy Support Pack.

- a** We will consult you about any changes we want to make to your tenancy agreement. Under the Housing Act 1985 we can make changes to the tenancy agreement as long as we consult you properly, take account of your views and give you four weeks' notice before the change happens.

- b** We will also consult you on any other matters relating to how we manage our housing if we think that those matters are likely to have a substantial effect on tenants.
- c** The Data Protection Act 1998 sets out how we can use and store your confidential details. The Data Protection Act 1998 also gives you certain rights relating to the information we hold. The main rights you have are:
 - to see any information we hold about you (except information which identifies someone else); and
 - to ask for any us to correct any information that is wrong.

If you want to see a copy of the information we hold about you, contact your housing officer.

d Information Sharing

We keep a lot of information about you which we use to meet our responsibilities to manage your tenancy.

Regarding how we use information that we keep about you:

Staff and data processors The information you give us will be used by our staff and third parties who provide council services on our behalf.

Developing and testing business applications We may use the information you give us to maintain and improve the services which we deliver. This includes developing and upgrading the systems which we use to process your information

Corporate business intelligence We may share the information you give us with other council services for research and analysis purposes, to help us design the services we provide and to identify and contact residents who may benefit from them

Prevention and detection of fraud We may share and compare your information with other council services and other organisations to make sure the information is accurate, in order to protect public funds, recover debt and/or prevent or detect fraud. These other organisations include government departments, other local authorities and private sector organisations such as banks or organisations that lend money

Legal requirements

We will use all information held by us for the purposes of law enforcement, regulation and licensing, criminal prosecutions and court proceedings

Part M Ending your tenancy

More information and advice on the conditions in this part M are given in your Tenancy Support Pack.

1 If you want to end your tenancy

- a** You can end your tenancy by giving four weeks' notice in writing to your housing officer. Your tenancy must end on a Monday. We will expect any rent arrears to be settled when the tenancy ends.
- b** In exceptional circumstances we may allow you to end your tenancy with less than four weeks' notice (subject to rent arrears being settled), but you would have to agree this with your housing officer before you move out.
- c** If you are a joint tenant, one tenant can end the tenancy by giving us notice, and the tenancy will end for both joint tenants.
- d** When your tenancy ends, you must not leave anybody living in your home. If you do, we may take legal action to evict them and you would have to pay our legal costs.
- e** You must return all the keys to your home (including keys for shared areas) to your housing officer by 12 noon on the Monday your tenancy ends.
- f** When you move out you must take all your belongings and rubbish with you, leaving your home in a clean and tidy condition. If you leave rubbish and belongings in your home, we will remove them and you will have to pay our costs
- g** You are responsible for paying our costs, for removing and storing any items you leave in your home. We will store items for up to one month. If you do not collect the items within one month, we may remove them and you would have to pay our costs which will be charged in line with the Council's Recharges Policy. We may take all or part of the costs from any proceeds from selling the items,
- h** You must allow us to inspect your home and/or show potential new tenants around your home provided we have given you reasonable notice, before the end of the four week notice period.
- i** You must leave your home in a good condition. If you do not do this and we have to carry out works you will have to pay the cost.

2 If we want to end your tenancy

a If your home is not your only or main home or you have sublet all of your home, we will end your tenancy by giving you a 'notice to quit'. This will give you four weeks' notice, ending on a Monday.

b If we have to send you **any** notice, we can:

- deliver it by hand to your home
- give it to you personally, or
- post it to your home or the last address we have for you.

b Secure Tenant (which includes a Sheltered Tenant)

If we want to end your tenancy, we will give you a 'notice of seeking possession'. This notice will explain why we want to end your tenancy and tell you the day the court proceedings will start. This will usually be four weeks after the date we issue the notice unless we want to evict you because of antisocial behaviour.

c Secure Flexible Tenant

A Secure Flexible Tenancy is a fixed term tenancy, which will be for either two years or five years, normally preceded by an introductory tenancy for one year. Where your tenancy is due to expire, we will review your tenancy 9 months before it is due to end. The criteria that we will use when carrying out the review is set out in our Tenancy Strategy. You must take part in the review or we will assume you do not want to stay in your home. We will take reasonable steps to make contact with you by visiting your home and writing to you. You should also seek to make contact with us.

We reserve the right to re-enter your home if:

(a) the rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

(c) You have breached the terms of this agreement; or

(d) any of the Grounds set out in Schedule 2 of the Housing Act 1985 apply.

This does not affect your rights under the Protection from Eviction Act 1977. We cannot evict you without a court having first made an order for possession.

We will tell you if we decide not to grant you a new Secure Flexible tenancy we will give you a notice 6 months before the end of the tenancy.

You can ask us to review our decision not to grant you a new tenancy.

We will serve a second notice giving to tell you that we are going to make an application to court for an order to evict you from your home.

c Introductory Tenant

If you are an Introductory tenant and we want to end your tenancy, or extend it for a further six months, we will give you a 'notice of proceedings for possession' or a 'notice of extension', whichever is appropriate.

You can ask us to review our decision to end or extend your tenancy.

If you need help understanding any part of this agreement, you want a copy on audio tape, or you need a version in your own language, contact your housing officer.

Part N Signing your tenancy agreement

This **tenancy agreement** is between:

- us, the **London Borough Hammersmith and Fulham; and**
- you, the tenant or tenants named below. (Print full names)

Tenant 1 – _____

Tenant 2 - _____

Attach a passport-size photo of the tenant.

Attach a passport-size photo of joint tenant.

Tenant 1

Tenant 2

This tenancy agreement is for the property at:

In this tenancy agreement, we refer to the property, including any garden, shed or garage, as your home.

Your tenancy is:

Tick Box

1. A **Secure Tenancy**. This tenancy does not have an expiry date.
Within the Secure Tenancy category is included Sheltered Housing Tenants.
2. An **Introductory Tenancy**. It will last for one year from (insert date)
() until (insert date), unless extended or ended. After this date it will automatically become a **secure tenancy**, or a **sheltered tenancy** unless we have started possession proceedings against you or extended your Introductory Tenancy.

-
3. An **Introductory Tenancy**. It will last for one year from (insert date)
(insert date) until (insert date), unless extended or ended. After this date it will automatically become a **five year Secure Flexible Tenancy**. We will review whether a further Secure Flexible tenancy should continue and this will take place 9 months before the end of your tenancy.

If following the review of your tenancy it is decided that your tenancy will end, we will give you 6 months notice to end the tenancy.

Unless your tenancy is extended it will end on: (insert date)

-
4. An **Introductory Tenancy**. It will last for one year from (insert date)
(insert date) until (insert date), unless extended or ended. After this date it will automatically become a **two year Secure Flexible Tenancy**. We will review whether a further Secure Flexible tenancy should continue this will take place 9 months before the end of your tenancy.

If following the review of your tenancy it is decided that your tenancy will end, we will give you 6 months notice to end the tenancy.

Unless your tenancy is extended it will end on: (insert date)

Your home is a bed-sit/flat/maisonette/house (delete as appropriate and has _____ bedrooms.

The maximum number of people who can legally live in your home is _____.
You must not allow your home to become overcrowded.

The people who will live in your home with you (your household) are named below.

Full name (please print)	Date of birth	Their relationship to you
--------------------------	---------------	---------------------------

1

2

3

4

5

Your weekly tenancy starts on Monday / / . You must pay us the following charges **every Monday in advance**.

We are encouraging tenants to pay their rent and other charges by direct debit. Further details setting out how and where to pay are given in your Tenancy Support Pack.

Rent	£
Service charge	£
Water rates	£
Other charges	£
Total due every week	£

A service charge is an amount you pay in addition to the weekly rent. This charge covers the cost of services we provide for tenants who receive extra services in shared areas such as lifts, concierge services, gardens in shared areas, door entry systems and cleaning on estates. There may be other services or facilities such as those provided in sheltered housing, e.g., shared lounge, laundry facilities, that are provided which that are not identified here.

This tenancy agreement is a legal contract between you and us. It sets out the conditions of your tenancy, and explains your and our responsibilities. You should read this agreement carefully to make sure that it contains everything you want to form part of the agreement and nothing that you are not prepared to agree to. If you do not understand this agreement or anything in it, you should ask for it to be explained before you sign it. You could get help from a solicitor, a citizens advice bureau or a housing advice centre

By signing this agreement you are confirming the following:

- You have read and understood this tenancy agreement and agree to the conditions set out in this document.

- All the information you have given us, and the information in your housing application form, is true and has not changed. It is a term of this tenancy agreement that you (or anyone acting for you) must not have knowingly made a false statement or withheld information on purpose from us in order to obtain a tenancy. We will take legal action against anyone we discover has obtained a tenancy falsely.

If this is a joint tenancy, both tenants must sign below.

Tenants' signatures:

Officer signing on behalf of the council/landlord or signature:

Date:

Payments you owe from a previous council tenancy

You are responsible for the full amount owed from your previous tenancy at:

Address _____

Full amount owed: £ _____

You must pay off that amount in instalments of £ _____ a week every Monday with your rent..

If you miss an instalment we may demand that the remaining debt is paid in full immediately. You can only change the amount of your instalments if we agree to the change. Any payments made will first be credited to your current weekly rent account and then to the debt from the previous tenancy.

By signing below you are agreeing to these conditions relating to your debt. If this is a joint tenancy, you must both sign below.

Tenants' signatures: _____

Hammersmith & Fulham Council

Officer's signature: _____

Date:

Specimen

APPENDIX B

1 SUMMARY OF COMMENTS MADE ABOUT TENANCY AGREEMENT

- 1.1 The following table provides a summary of specific responses to the tenancy agreement received from tenants, and the Council's response. The numbers of responses to specific issues is recorded in the main report at section 5.
- 1.2 The comments are representative of comments received and where more than one respondent has made a similar comment, not all comments are reproduced. A more detailed, 'anonymised' record of all responses received will be made available on the Council's website.

Section of tenancy agreement referred to	Comment Received	Officer comment
Part A	Introduction to your tenancy agreement	
	No comments received	
Part B	Types of tenancy	
	Some tenants found the paragraphs relating to the different types of tenancy confusing and felt that the Council have made it complicated, although in the main they understood why the changes were necessary.	This has been noted for future reference. Officers were available to explain the new tenancy types to respondents
B 2	Secure Tenancy A number of tenants felt section that section B2, regarding the length of time that sheltered tenants are allowed to have guests to stay for (2 nights), was not acceptable, and should be increased	After consideration, this has been changed to 5 nights
Part C	Your Rights and Responsibilities	
C2	Going away for long periods Some tenants had concerns over the length of time they were allowed to be absent from property without notifying the housing office. Some tenants suggested that the period should be increased to a minimum of 4 weeks rather than the 3 weeks that was proposed.	The Council are of the opinion that the 3 week time limit is reasonable. If tenants are going away for longer than 3 weeks, they must let your area housing office know. This is because we need to know how to contact tenants if necessary, and it will let us know tenants have not abandoned their home.

Section of tenancy agreement referred to	Comment Received	Officer comment
C4	<p>Lodgers On the issue of overnight visitors, a number of tenants in Sheltered Accommodation felt that they should be given the same rights as all tenants as they often needed extra help from friends and relatives who need to stay for periods of time.</p>	<p>After consideration the Council has amended this clause and increased the limit or stays for visitors to 5 nights in any given week.</p>
C8	<p>Succession A tenant felt Section 7A, on succession to be vague.</p>	<p>The Council is of the opinion Section 7A of the tenancy agreement (section a -d) clearly sets out the position in regard to this issue</p>
	<p>Part D Paying your rent and other charges No comments received</p>	
	<p>Part E Repairs, improvements and alterations to your home</p>	
E1	<p>A tenant wanted clarification on whether laminate flooring could be fitted in their property.</p>	<p>The tenancy agreement does not specifically prohibit laminate flooring. It does however say that any floor covering must not cause a noise nuisance to neighbours.</p>
E2	<p>A tenant agreed with most of the proposals contained within the new tenancy agreement but not with paying for repairs.</p>	<p>The Council are of view that this is reasonable. Charges for repairs would occur only if a tenant is responsible for any repairs caused because they or anyone living with or visiting them, have not looked after their home properly, or have caused damage. If the Council have to carry out repairs to a tenant's home in these circumstances the tenant will have to pay our costs. This does not apply to damage caused by fair wear and tear or vandalism, as long as the damage is reported to the police and to the Council as soon as the tenant finds out about it.</p>
E2	<p>A tenant asked how will part E.2 of the tenancy agreement regarding laminate flooring be enforced</p>	<p>This will be enforced using the usual housing management methods.</p>

Section of tenancy agreement referred to	Comment Received	Officer comment
E2	A tenant was concerned about having to carry out repairs to heating.	The Council is of the view that its position on repairs is reasonable. Most general repairs and repairs to heating will be carried out by the Council, unless they required as a result of damage caused by the tenant of the property, members of their family, or their visitors.
	Part F Access to your home	
	No comments received	
Part G	Part G Health & Safety	
	One tenant expressed interest in the health & safety information	The Council is in agreement with the tenant's view that Health & Safety is an important area of the tenancy agreement.
	Part H responsibilities for gardens and shared areas.	
	No comment received	
	Part I Living in your home and your behaviour	
	A tenant expressed concern over what would happen if he is convicted for assault as a result of self-defence and asked if in such circumstances he would lose his tenancy.	It is not possible to answer questions such as this as they are dependent on the details of individual cases, as decided by the courts.
	A tenant disagreed that they should be responsible for their visitors' behaviour.	The Council feels that it is reasonable, in order to minimise antisocial behaviour, for tenants to be responsible for their visitors; as they are under the existing tenancy agreement.
	Part J Dogs, Pets and other Animals	
	Opinion on the sections of the tenancy relating to dogs was divided. Half of the respondents who referred to dogs were in favour of a greater level of regulation in relation to the keeping of dogs in Council properties. The other half were concerned about how the new tenancy conditions would affect their dog ownership.	The Council feels that the section relating to the keeping of animals is reasonable. The intention is not to prevent tenants from keeping pets, only that action can be taken to ensure that any nuisance arising from the keeping of pets can be effectively dealt with.
	Part K Parking	
Part Kb	A tenant commented that they often service & maintain their own vehicle.	The new conditions of tenancy do not prohibit routine servicing of vehicles

Section of tenancy agreement referred to	Comment Received	Officer comment
	They also said that paragraph contradicts itself and needs to be made clearer. Also, finding parking can often be very difficult as spaces are limited.	owned by tenants outside their homes. Although parking is not covered by the tenancy agreement, the comments about parking have been noted as part of a separate on-going review of parking in the borough.
	Part L Consulting you, changing the tenancy agreement, and the information that we keep about you.	
Part Lc	A tenant expressed concerns over the Council's use and sharing of personal data.	The Council will manage personal data that we hold on tenants in accordance with the Data Protection Act and will only retain this information for the minimum amount of time necessary, which will be 12 years after termination of the tenancy. Further information on the Council's approach to protection of data held about them will be provided in the Tenancy Support Pack.
	Part M Ending your tenancy	
	No comments received	
	Part N Signing your tenancy agreement A tenant did not agree with having to provide a photograph, believing it infringes the Data Protection Act.	The Council requires photos of the tenant or joint tenants to assist with its wider approach to preventing tenancy fraud, where the home allocated to one household is passed onto another without the Council's consent. Having photographic identification can help prevent this happening, which benefits existing and future tenants.

2 Sample of general comments

2.1 The following is a brief example, again not comprehensive, of general comments that demonstrated either positive or negative about the new tenancy agreement.

2.2 Positive comments

“I agree with the proposals, especially the I.D photo’s, but how will the Council monitor persons who should be in the property”

“I think that the agreement is fair and will abide by it”

“Happy with the current agreement and also happy with proposed agreement.”

“Proposed agreement is good. Clear to understand”

“Seems fair and sensible. Will enable the Council to take action in the future against those who break the agreement”.

2.3 Negative comments

“I do not want to sign the new agreement. I do not agree with flexible tenancies, as this will make tenants feel insecure”

“Too many pages to read, which is off-putting”

“Consultation documents are very confusing as elderly. Son had to explain to me.

LBHF Equality Impact Analysis Tool

Conducting an Equality Impact Analysis

An EqIA is an improvement process which helps to determine whether our policies, practices, or new proposals will impact on, or affect different groups or communities. It enables officers to assess whether the impacts are positive, negative or unlikely to have a significant impact on each of the protected characteristic groups.

The tool has been updated to reflect the new public sector equality duty (PSED). The Duty highlights three areas in which public bodies must show compliance. It states that a public authority must, in the exercise of its functions, have due regard to the need to:

1. **Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited under this Act;**
2. **Advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;**
3. **Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.**

Whilst working on your Equality Impact Assessment, you must analyse your proposal against the three tenets of the Equality Duty.

General points

1. In the case of matters such as service closures or reductions, considerable thought will need to be given to any potential equality impacts. Case law has established that due regard cannot be demonstrated after the decision has been taken. Your EIA should be considered at the outset and throughout the development of your proposal, it should demonstrably inform the decision, and be made available when the decision is recommended.
2. Wherever appropriate, the outcome of the EIA should be summarised in the Cabinet/Cabinet Member report and equalities issues dealt with and cross referenced as appropriate within the report.
3. Equalities duties are fertile ground for litigation and a failure to deal with them properly can result in considerable delay, expense and reputational damage.
4. Where dealing with obvious equalities issues e.g. changing services to disabled people/children, take care not to lose sight of other less obvious issues for other protected groups.
5. If you already know that your decision is likely to be of high relevance to equality and/or be of high public interest, you should contact the Equality Officer for support.
6. Further advice and guidance can be accessed from the separate guidance document (link), as well as from the Opportunities Manager: PEIA@lbhf.gov.uk or ext 3430

Overall Information Financial Year and Quarter	Details of Full Equality Impact Analysis 2012/13 Quarter 4
Name and details of policy, strategy, function, project, activity, or programme	<p>Title of EIA: Proposed Changes to Council Housing Tenancy Agreement and Revised Forms of Tenancy Agreement for new tenants</p> <p>Short summary:</p> <p>On October the 15th 2012 Cabinet approved the recommendations of ‘The Building a Housing Ladder of Opportunity’ which included the approval of a new Tenancy Strategy for the borough. The 2011 Localism Act placed a duty on local authorities to produce a revised Tenancy Strategy in order to set out the approach to social housing tenure reform. The Tenancy Strategy sets out:</p> <ul style="list-style-type: none"> • That fixed term tenancies would be adopted by the authority in its landlord role • That fixed term tenancies to be adopted by private registered landlords • The circumstances in which tenancies will be reviewed. <p>One of the overriding principles of the Tenancy Strategy is to introduce a housing approach which is more realistic, fair and affordable, reflecting more closely what the Council, as a local housing authority, is able to do in order to meet both housing need and aspiration. By granting fixed term tenancies, registered providers will be able to regularly review household needs and ensure that the affordable homes that are available are allocated to those households who most need them and making best use of the homes that are available.</p> <p>Building on from the approved Tenancy Strategy, the Council has amended its Tenancy Agreement accordingly and consulted with all 12,500 Council Housing tenants in the borough on the proposed changes. The six week consultation period commenced on 10th September 2012 and closed on Friday 19th October 2010.</p> <p>Tenants had the opportunity to submit their views in writing either by way of the freepost return form or by contacting the Housing Consultation email address, or by telephone to a team of three Officers who recorded all questions and feedback. Tenants and tenants’ representatives were also invited to attend the Borough Forum meeting on 25th September 2012 where the Lead Officers gave a presentation on the proposed changes and fielded a questions and answer session. Lead Officers attended the local area forums and sheltered forum meetings which took place in September 2012. Tenants Associations were also given the opportunity to conduct their own meetings that a Lead Officer could attend if required.</p>

	<p>By amending the Tenancy Agreement to reflect the Tenancy Strategy the Council is providing the mechanism to deliver its agreed objectives in this area. An equalities impact assessment of the proposed changes to the Council Housing Tenancy agreement has been carried out to ensure that the proposals do not disadvantage residents who can be defined as having protected characteristics under the Equalities Act 2010.</p> <p>Note: If your proposed strategy will require you to assess impact on staff, please consult your HR Relationship Manager. NOT APPLICABLE</p>
<p>Lead Officer</p>	<p>Name: Mark Brayford Position: Head of Client Management Email: mark.brayford@lbhf.gov.uk Telephone No: 0208 753 6652</p>
<p>Date of completion of final EIA</p>	<p>28/11/12</p>

<p>Section 02 Plan for completion</p>	<p>Scoping of Full EIA</p> <p>Timing: The EIA and tenant consultation process has informed recommendations in the Tenancy Agreement Cabinet report.</p> <p>Resources: Officer time; and data and statistics were originally set out in the Tenancy Strategy annex of the Cabinet report and the associated EIA for the Building Ladder of Opportunity Cabinet report of the 15th October. The sources of information were drawn from the Council's Performance Team and borough-wide socio economic statistics were drawn from corporate sources.</p>
<p>Analyse the impact of the policy, strategy, function, project, activity, or programme</p>	<p>Analyse the impact of the policy on the protected characteristics (including where people / groups may appear in more than one protected characteristic). You should use this to determine whether the policy will have a positive, neutral or negative impact on equality, giving due regard to relevance and proportionality.</p> <p>Analysis of the protected criteria below refers predominantly to specific aspects of the Tenancy Strategy that defines the conditions that are laid out in the draft tenancy agreement. The Tenancy Strategy clearly states that the Council will seek to ensure that the views of all identified groups are heard and, where possible incorporated, when formulating the final tenancy agreement. This EqIA is a key tool in this process.</p> <p>The Tenancy Strategy sets out the Council's approach to flexible tenancies. The Strategy outlines a range of fixed term tenancies – from two to five years – which the Council intends to grant in its role as a registered provider of</p>

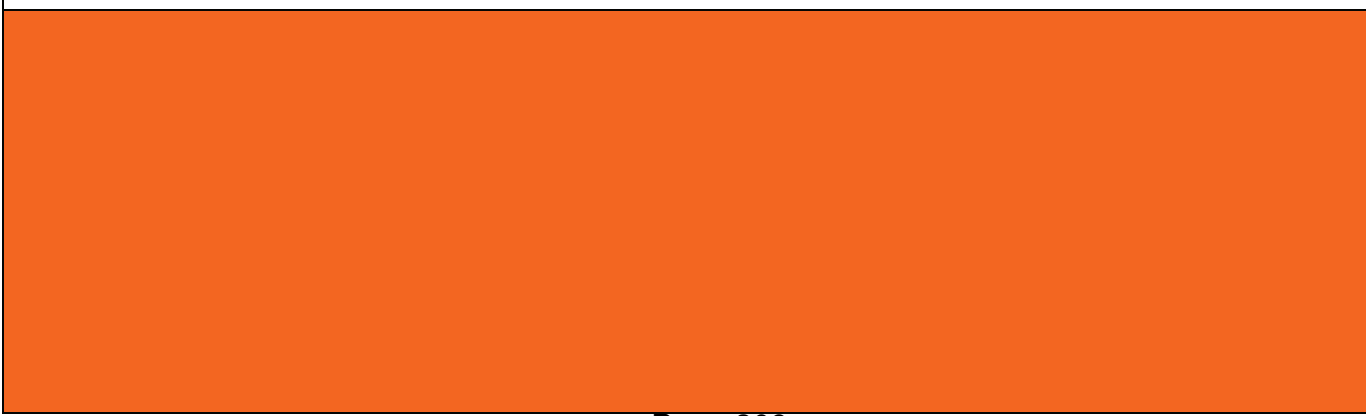
affordable housing. It also provides guidance to other registered providers, principally housing associations, on fixed term lengths and levels of affordable rent that should be charged in the borough. Some tenancies will still be granted on a secure or assured (i.e., lifetime basis). Private Registered Providers (usually housing associations) are required to have due regard to the local housing authority's Tenancy Strategy when formulating their own tenancy and tenancy renewal policies. The large majority of the impacts described below relates to how the Council in its registered provider role intends to change the tenancies it intends to grant. It should be noted that many Private Registered Providers (usually housing associations) intend to continue granting 'lifetime tenancies' and therefore monitoring and evaluation of offering and take up of such tenancies will need to be undertaken. On the basis of a 'lifetime' tenancy being more attractive to applicants, the Council will need to ensure that it is not giving undue preference to certain groups of applicants when making offers of a tenancy to applicants.

The approach taken during the six week consultation process has been inclusive of all tenant groups. The use of a number of consultation methods (hard copy response form, email address, telephone, and face-to-face contact) has provided tenants with a number of options to express their views.

The statutory nature of the consultation documents meant that there was a considerable amount of information for tenants to note and understand. Officers who have been engaging with tenants who have telephoned to give their views have recorded instances where extra support is needed and ensured that this is provided. Written responses (both hard copy and email) have also been reviewed and a follow up questions and requests have been actioned.

When requested, Housing Officers have visited tenants to explain the proposed changes and to answers any individual questions and concerns. The facility to translate documentation into other languages has also been utilised on two occasions Arabic and Eritrean)

Protected characteristic	Analysis	Impact: Positive, Negative, Neutral
Age	<p><u>Types of Tenancy Agreement</u></p> <p>The Age characteristic is one of the principal areas of review for this proposed Tenancy Agreement EIA because there are a number of age specific variations in terms of the length of tenancy agreement that will be issued.</p> <p>1. Aged 65 & Over Secure 'lifetime' tenancies will be granted to applicants who are over 65 years old and/or wish to access sheltered housing. This is positive as this category will</p>	<p>Positive & Negative</p>



		<p>see no change in terms of policy decisions. Relevance: HIGH</p> <p>2. Aged 26 - 64 The Tenancy Strategy proposed to grant 5 year tenancies to general needs applicants aged 26-64 and the tenancy agreement puts this in place. This period of time will allow people in this age group to maintain their tenancy correctly and introduce greater flexibility to review their needs towards the end of the five year period. Relevance: HIGH</p> <p>3. Aged 18 - 25 Two year tenancies will be granted to general needs applicants who are between the ages of 18-25. Two year tenancies are proposed for this group to help ensure they are able to take on the responsibilities associated with sustaining a tenancy, which is likely to be renewed if the tenancy is managed well. There remains a clear possibility, however, that a 2 year tenancy could be perceived to have a negative impact on younger people, given there will be situations where a young applicant may be able to give good reason that they can sustain a tenancy as successfully as an older applicant. The relevance and impact are the same as at October 2012.</p> <p>The overriding aim of the Tenancy Strategy and its enactment through the Tenancy Agreement is to maximise the use of the available stock. This is particularly relevant to young people where demand remains high and suitable accommodation is low. With reference to the population data from the 2001 Census, the population of the borough is relatively young and ethnically diverse. It is also a highly mobile population with about half of all households having moved in the previous five years. Young people are also often more adaptable to change and will not necessarily have the expectation of a secure tenancy. The aim is also to incentivise young people to take responsibility for their tenancy and to behave in an appropriate manner.</p> <p>Future tenancy renewals, following a satisfactory tenancy record, may be for a longer time frame subject to the minimum age criteria of 26 years of age being met. Tenancy reviews will also take into account the current circumstances of the tenant/ their immediate family members and whether they/their immediate</p>	<p>Positive & Negative</p> <p>Positive & Negative</p>
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		<p>family members are in full or part-time education and the duration of the course that they are undertaking. Relevance: HIGH</p> <p>4. Aged 18 – 25 & Receiving Services Under the Leaving Care Act Five year tenancies will be granted to 18 – 25 year olds who are entitled to receive services under the Leaving Care Act. The first year of this five year tenancy will be served as an introductory tenancy. This period of time will allow people in this age group who receive services under the Leaving Care Act the time to maintain their tenancy correctly and introduce greater flexibility to review their needs towards the end of the five year period. Relevance: HIGH</p> <p>5. Applicants with A History of Anti Social Behaviour or Violence Two year fixed term tenancies will be granted where the proposed tenant of any age has a history of anti social behaviour or has been convicted of, or pleaded guilty to, any offence of violence against a person or property. The proposed Tenancy Agreement now also has a number of tenancy conditions relating to harassment and domestic violence. Two year tenancies are proposed for this group to help ensure they are able to take on the responsibilities associated with sustaining a tenancy and to demonstrate an appropriate level of behaviour is adhered to. This is a benefit to the wider community and to the proposed tenant because more regular reviews and individual support will help to address any potential areas for improvement at an early stage. Relevance: HIGH</p> <p>6. Applicants with Special Housing and/or Health Needs Secure 'lifetime' tenancies will be granted for proposed tenants with special housing and/or health needs. The Council will convene a panel of senior Housing Officers who will have responsibility for designing and implementing the published criteria which will be applied. Relevance: HIGH</p> <p>7. Applicants from Economically Active Households (where a Local Lettings Plan has designated a special case for working households) Two year fixed term tenancies will be granted for economically active households of any age where the Council has designated a special case for</p>	<p>Positive & Negative</p> <p>Positive</p> <p>Positive</p> <p>Positive</p>
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		<p>working households in its Allocations Scheme or Local Lettings Plan. It is intended that the two year tenancy be a platform for stepping up to low cost home ownership. The aim of this is to incentivise economic activity and home ownership in the borough.</p> <p>Relevance: HIGH</p> <p>Review of Tenancy Agreement Assignment An applicant in category 2, 3, 5, 6, or 7 can seek a review of the offer of flexible tenancy agreement. The proposed tenant has twenty-one days from receipt of the notice stating the length of tenancy to request a review. The review will consider the decision on the proposed length of tenancy in accordance with the Council's Tenancy Strategy and Housing Allocations Scheme. This appeals and review process promotes transparency, consistency, and fairness in the assignment of fixed term tenancies.</p> <p>Relevance: MEDIUM</p> <p><u>Tenancy Agreement Conditions</u></p> <p>Sheltered Housing Overnight Visitors The proposed Council Housing tenancy agreement states that Sheltered Housing tenants cannot have overnight visitors for longer than two nights in a week without written permission from the Sheltered Housing office. This tenancy condition will generally affect those over the age of sixty.</p> <p>Looking at the consultation feedback, thirty three tenants (4.3% of total respondents) in sheltered accommodation felt that they should be allowed to have guests to stay for more than two nights in a week without asking for permission from the Sheltered Housing service. Respondents cited examples of ill health and relatives who have are visiting and live a long way away as reasons why they do not believe that this proposed condition is reasonable.</p> <p>The Council has considered this feedback and in light of the consultation responses and the feedback that were received at Area, Borough, and Sheltered Forums, has proposed that the threshold for information the Sheltered Housing service is increased from 2 day stays to 5 day stays in a week requiring permission. It should also be noted that requests by Sheltered Housing tenants for permission for stays longer than 5 days will be reviewed on a case by case</p>	<p>Positive</p>
		<p>Positive</p>	

		<p>basis.</p> <p>Between 2010 and 2031, the population aged 50 to 64 by 37%, the population aged 65 to 79 by 15% and the population over 80 by 23%. The inclusion of this condition in the proposed Tenancy Agreement can also be seen as a positive benefit for Sheltered Housing tenants in order to combat the risk of overcrowding in Sheltered Housing accommodation and to safeguard vulnerable members of the community.</p> <p>Relevance: MEDIUM</p> <p>Running a Business from Home</p> <p>The proposed Tenancy Agreement states that tenants can run a business from home as long as they have obtained written permission from the Housing Department. Permission will only be refused if it is likely to cause a nuisance or annoy other people, or damage property. This tenancy condition will generally be a benefit to those of working age 18 – 65, although it is recognised that there are a significant number of people over the age of 65 who now choose to continue working and there is now legislation to support their choice. This tenancy condition promotes the creation of small businesses that can operate from home. It is envisaged that these businesses would typically be a one-person, desk-based business often using information technology to operate.</p> <p>The Council seeks to encourage entrepreneurial spirit and to support appropriate start up businesses that can successfully function at home. It is important that a clearly defined list of acceptable and unacceptable business ventures from home is established so that a consistent and fair approach is adopted when either granting or declining permission. This list should be published on the internet so that tenants can understand the criteria that they must adhere to in advance of making an application.</p> <p>Relevance: MEDIUM</p> <p>Transferring your tenancy (Sheltered Housing)</p> <p>The proposed Tenancy Agreement states that Sheltered Housing tenants can only transfer their tenancy to a person eligible to live in Sheltered Housing. This tenancy clause disadvantages those between the ages of 18 – 60 who do not have access to Sheltered Housing properties. The Housing Department recognises the importance of maintaining Sheltered Housing stock specifically</p>	<p>Positive</p>
	<p>Positive</p>		

		<p>for those tenants who match the relevant criteria and have a need for Sheltered Housing. Sheltered Housing blocks often comprise vulnerable residents and it would not be appropriate for properties to be allocated on a General Needs basis. General needs applicants will be given the appropriate support and advice to assist with their housing application. Relevance: LOW</p> <p>Right to Buy (Sheltered Housing) The proposed Tenancy Agreement states that Sheltered Housing tenants do not have the right to buy their property. This tenancy clause disadvantages those over the age of 60. The Housing Department recognises the importance of maintaining Sheltered Housing stock for those most in need and currently seeks to retain existing properties for provision to future applicants. Selling Sheltered Housing Stock would also mean that the Council could no longer control who would reside in the sold properties. As stated above, Sheltered Housing blocks often comprise vulnerable residents and it would not be appropriate for properties to be inhabited by General Needs occupants. Relevance: MEDIUM</p> <p>Domestic Violence & Abuse Additionally, the proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard the Age protected characteristic group. Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures need to be developed so that staff understand what domestic violence is and can be more confident in identifying potential cases. Relevance: MEDIUM</p>	<p>Positive & Negative</p> <p>Positive</p>
	<p>Disability</p>	<p>The Disability characteristic is one of the principal areas of review for this proposed Tenancy Agreement EIA to ensure that vulnerable groups will not be adversely disadvantaged by the proposed changes. When considering the</p>	

disability protected characteristic the following considerations take into account both mental and physical disabilities. In each case it is highlighted whether the paragraph is referring to mental, physical, or both types of identified disability.

Types of Tenancy Agreement

Secure Tenancy (Mental & Physical Disability)

The Tenancy Strategy proposes that applicants with disabilities and/or special housing or health needs should continue to be granted secure tenancies. This provides a level of stability and support to vulnerable members of the borough, ensuring that they are not adversely disadvantaged by the introduction of fixed term tenancies for new tenants.

The Council will have due regard to the multiple needs of applicants and will liaise with other departments of the council, principally Children's and Adults' Services. The onus will be on the applicant, or the applicant's support agency, to inform Housing Options of any needs and existing contact they have with other council officers to ensure the respective needs can be taken into account. The Council understands the scale and scope of some vulnerable households needs. The Council will seek to ensure that necessary advice and support is made available.

Relevance: HIGH

Tenancy Agreement Conditions

Succession (Physical Disability)

The Council is committed to retaining where possible housing that has been built and/or adapted for use by disabled tenants. The tenancy agreement seeks to ensure continued provision of properties with disabled adaptations remaining in the lettings pool. The Council will therefore reserve the right to offer alternative accommodation to a remaining general needs tenant who may ordinarily be able to succeed to the tenancy. In this scenario, any new tenancy will be granted on similar terms to the original and reflect their current housing need. For example, where the original household need was three bedrooms and the changed housing need is two bedrooms, then the household will be offered a two bedroom property. Any such decision can, however, be the subject of appeal to

Positive

Positive

		<p>a panel of senior Housing Managers.</p> <p>The Council will seek to ensure that the implementation of the agreed revised Tenancy Agreement will meet the 2010 Equality Act requirements and will continually review and update its procedures and working practices where necessary.</p> <p>Relevance: MEDIUM</p> <p>Running a Business from Home (Mental & Physical Disability) The proposed Tenancy Agreement states that tenants can run a business from home as long as they have obtained written permission from the Housing Department. Permission will only be refused if it is likely to cause a nuisance or annoy other people, or damage property. This tenancy condition could potentially benefit disabled tenants who may be able to explore options to work from home. This tenancy condition promotes the creation of small businesses that can operate from home and is an inclusive tenancy condition that could positively increase opportunities for disabled tenants. It is envisaged that these businesses would typically be a one-person, desk-based business often using information technology to operate.</p> <p>The Council seeks to encourage entrepreneurial spirit and to support appropriate start up businesses that can successfully function at home. It is important that a clearly defined list of acceptable and unacceptable business ventures from home is established so that a consistent and fair approach is adopted when either granting or declining permission. This list should be published on the internet so that tenants can understand the criteria that they must adhere to in advance of making an application.</p> <p>Relevance: MEDIUM</p> <p>Storage of Motorised Mobility Scooters in Communal Areas (Physical Disability) The proposed Tenancy Agreement stipulates that tenants must have permission from the Council to store motorised mobility scooters in communal areas. This promotes safety and wellbeing and is intended to help make sure that emergency services can access the property in an emergency. A neutral rating has been given because in certain cases where communal walk ways are being</p>	<p style="text-align: center;">Positive</p> <p style="text-align: center;">Neutral</p>
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		<p>blocked tenants may be asked to re-locate their motorised mobility scooters, which may cause additional inconvenience. Every effort will be made to ensure that an equitable solution is found to such cases and individual circumstances will be taken into consideration for every situation Relevance: MEDIUM</p> <p>Dogs, Pets, and Other Animals (Physical Disability) The proposed Tenancy Agreement states that tenants must not keep a dog without written permission. Several consultation respondent enquired whether this clause was relevant for Guide Dogs for those who are partially sighted. The Council recognise the importance of Guide Dogs to these members of the community and would always seek to grant permission and allow Guide Dogs to be kept in Council properties unless there were any additional circumstances to be considered. Each situation will be dealt with on a case by case basis, but reference to Guide Dogs is also being considered for inclusion in the Tenancy Agreement following consultation feedback. Relevance: HIGH</p> <p>Harassment (Mental & Physical Disability) The Tenancy Strategy has the potential to positively impact on people who have a mental or physical disability. The Draft Tenancy Agreement (Part 1 1) features a new group of people who should not be harassed by a council tenant, including household members or visitor of the household. This list includes tenants who have a disability or diagnosed with a mental health issue. The development of procedures and working practices needs to outline what the consequences for the perpetrator of such harassment (if proven) will be. Relevance: MEDIUM</p> <p>Tenancy Support Pack There were a number of critical comments about the clarity of the consultation pack. Two hundred and eighty-seven respondents (37.2% of the total responses returned signed draft tenancy agreements that were provided as part of the consultation information. While it was clearly stated in the accompanying letter that this was not a requirement of the consultation process, it does suggest that some tenants may have struggled to understand the information that they were presented with. One hundred and fifteen respondents (14.9% of the total</p>	<p>Positive</p> <p>Positive</p> <p>Neutral</p>
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		<p>responses) also contacted the consultation helpline for clarification on which one of the consultation documents needed to be completed and returned.</p> <p>Both of these consultation findings indicate that the documentation that is developed as part of the Tenancy Support needs to be very clearly written and signpost other channels of support and advice. This document should be written in Plain English in order to be accessible to tenants with learning difficulties.</p> <p>Relevance: HIGH</p> <p>Domestic Violence & Abuse Additionally, the proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard the Disability protected characteristic group. Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures need to be developed so that staff understand what domestic violence is and can be more confident in identifying potential cases. Relevance: MEDIUM</p>	<p>Positive</p>
	<p>Gender reassignment</p>	<p>The implementation of the Tenancy Agreement has the potential to positively impact on people who have transitioned or are transitioning. The Draft Tenancy Agreement (Part 1 1) features a new group of people who should not be harassed by a council tenant, including household members or visitor of the household. This list includes those who have undergone or are in the process of gender reassignment. This is intended to ensure that tenants do not harass this equality group.</p> <p>The development of procedures and working practices needs to outline what the consequences for the perpetrator of such harassment (if proven) will be. Relevance: MEDIUM</p>	<p>Positive</p>

		<p>Domestic Violence & Abuse Additionally, the proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard the Gender Reassignment protected characteristic group. Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures need to be developed so that staff understand what domestic violence is and can be more confident in identifying potential cases. Relevance: MEDIUM</p>	Positive
	<p>Marriage and Civil Partnership</p>	<p>The implementation of the Tenancy Agreement has the potential to positively impact on people who are married or in a civil partnership. The Draft Tenancy Agreement (Part 1 1) features a new group of people who should not be harassed by a council tenant, including household member or visitor of the household. This list includes those who are married or in a civil partnership. This is intended to ensure that tenants do not harass this equality group.</p> <p>The development of procedures and working practices needs to outline what the consequences for the perpetrator of such harassment (if proven) will be. Relevance: MEDIUM</p>	Positive
		<p>Domestic Violence & Abuse Additionally, the proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard the Civil Partnership protected characteristic group. Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures need to be developed so that staff understand what domestic violence is and can be</p>	Positive

	<p>Pregnancy and maternity</p>	<p>more confident in identifying potential cases. Relevance: MEDIUM</p>	<p>Positive</p>
	<p>Domestic Violence & Abuse</p>	<p>The implementation of the Tenancy Agreement has the potential to positively impact on people who are pregnant or on maternity. 91% of single parent households of all age groups are headed by women, of whom only 16% are in full-time employment (2001 Census). The Draft Tenancy Agreement (Part I 1) features a new group of people who should not be harassed by a council tenant, including household member or visitor of the household. This list includes those who are pregnant or on maternity. This is intended to ensure that tenants do not harass this equality group.</p> <p>The development of procedures and working practices needs to outline what the consequences for the perpetrator of such harassment (if proven) will be. Relevance: MEDIUM</p> <p>Domestic Violence & Abuse Additionally, the proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard the Pregnancy and maternity protected characteristic group. Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures need to be developed so that staff understand what domestic violence is and can be more confident in identifying potential cases. Relevance: MEDIUM</p>	<p>Positive</p>
	<p>Race</p>	<p>Types of Tenancy Agreement</p> <p>In the 'Age' section above, it is highlighted that 18-25 year olds will be granted 2 year fixed term tenancies in the first instance, which may lead to the granting of a longer 5 year tenancy at a later stage. 52% of Council lettings in 2011/12 were to ethnic minority groups and therefore the granting of fixed term tenancies to</p>	<p>Negative</p>

future tenants is likely to have a relatively modest negative impact on people from race protected groups. Given that a proportion of lettings are made to young people in housing need, it can be assumed that a significant proportion of 2 year tenancies will be granted to applicants from ethnic minority backgrounds. The Council in all its work will seek to ensure that the specific needs and aspirations of equality groups relating to tenancy and tenancy renewal matters are in line with its statutory obligations. The Council will also seek to ensure that appropriate reasonable attention is given to specific requirements and needs of specific equality groups as they arise.

Relevance: MEDIUM

Tenancy Support Pack

There were a number of critical comments about the clarity of the consultation pack. With respect to birthplace, 34% of borough residents were born outside of England, Scotland, Wales or Northern Ireland in 2001 with those born in other current EU countries totalling 11,100. Two hundred and eighty-seven consultation respondents (37.2% of the total responses returned signed draft tenancy agreements that were provided as part of the consultation information. While it was clearly stated in the accompanying letter that this was not a requirement of the consultation process, it does suggest that some tenants may have struggled to understand the information that they were presented with. One hundred and fifteen respondents (14.9% of the total responses) also contacted the consultation helpline for clarification on which one of the consultation documents needed to be completed and returned.

Both of these consultation findings indicate that the documentation that is developed as part of the Tenancy Support needs to be very clearly written and signpost other channels of support and advice such as translation services. This document should be written in Plan English in order to be accessible to tenants whose first language is not English.

Relevance: HIGH

Domestic Violence & Abuse

Additionally, the proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial

Neutral

Positive

		<p>control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard the Race protected characteristic group. Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures need to be developed so that staff understand what domestic violence is and can be more confident in identifying potential cases. Relevance: MEDIUM</p>	
	<p>Religion/ belief (including non-belief)</p>	<p>The implementation of the Tenancy Agreement has the potential to positively impact on people, including those with religious or political beliefs. The Draft Tenancy Agreement (Part 1 1) also features a new group of people who should not be harassed by a council tenant, including household member or visitor of the household. This list includes people with religious or political beliefs. This is intended to ensure that tenants do not harass this equality group.</p> <p>The development of procedures and working practices needs to outline what the consequences for the perpetrator of such harassment (if proven) will be. Relevance: MEDIUM</p> <p>Domestic Violence & Abuse Additionally, the proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard for the Religion/belief (including non-belief) protected characteristic group. Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures need to be developed so that staff understand what domestic violence is and can be more confident in identifying potential cases. Relevance: MEDIUM</p>	<p>Positive</p> <p>Positive</p>

	<p>Sex</p>	<p>The implementation of the Tenancy Agreement has the potential to positively impact on people of either gender. The Draft Tenancy Agreement (Part 1) also features a new group of people who should not be harassed by a council tenant, including household member or visitor of the household. This list includes people of either gender. This is intended to ensure that tenants do not harass this equality group.</p> <p>The development of procedures and working practices needs to outline what the consequences for the perpetrator of such harassment (if proven) will be. Relevance: MEDIUM</p> <p>Domestic Violence & Abuse Additionally, the proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard the Sex (Gender) protected characteristic group. Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures need to be developed so that staff understand what domestic violence is and can be more confident in identifying potential cases. Relevance: MEDIUM</p>	<p>Positive</p>
	<p>Sexual Orientation</p>	<p>The implementation of the Tenancy Agreement has the potential to positively impact on people of any sexuality. The Draft Tenancy Agreement (Part 1) also features a new group of people who should not be harassed by a council tenant, including household member or visitor of the household. This list includes people of any sexuality. This is intended to ensure that tenants do not harass this equality group.</p> <p>The development of procedures and working practices needs to outline what the consequences for the perpetrator of such harassment (if proven) will be. Relevance: MEDIUM</p>	<p>Positive</p>

		<p>Domestic Violence & Abuse Additionally, the proposed Tenancy Agreement includes a section on domestic violence and abuse which states that a tenant must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living in the property. If it is proven that actual or threatened domestic violence has taken place then the tenant could face legal action by the Council which could result in potential eviction. This could be an additional positive safeguard the Sexual Orientation protected characteristic group. Alleged victims will not always feel able or comfortable to freely disclose information. Clear and specific procedures need to be developed so that staff understand what domestic violence is and can be more confident in identifying potential cases. Relevance: MEDIUM</p>	Positive
	<p>Human Rights or Children's Rights If your decision has the potential to affect Human Rights or Children's Rights, please contact your Borough Lead for advice</p> <p>Will it affect Human Rights, as defined by the Human Rights Act 1998?</p> <p>Article 8 provides the right to respect for one's established family life. It is a broad-ranging right that is often closely connected with other rights such as freedom of expression, freedom of religion, freedom of association and the right to respect for property. This includes close family ties, although there is no pre-determined model of a family or family life. It includes any stable relationship, such as marriage, civil partnership, or cohabiting relationships.</p> <p>Article 8 imposes two types of obligations on the state and public authorities:</p> <ul style="list-style-type: none"> • a negative obligation not to interfere with an individual's private life, family life, home and correspondence • a positive obligation to take steps to ensure effective respect for private and family life, home and correspondence, between the state and the individual, the individual and private bodies, and between private individuals through law enforcement, legal and regulatory frameworks and the provision of resources. <p>The detailed analysis provided in the nine protected characteristics above explores both of these obligations. On the one hand, the introduction of fixed term tenancies could be seen to potentially affect a tenants right to a home. The tenancy review period will, however, be conducted around nine months before the end of the tenancy term, giving</p>		

	<p>tenants significant time to plan for their future arrangements. The review will take into account the tenant's current circumstances (including health and employment), financial resources, and their contribution to the community and in a the number of cases will often result in granting of another fixed term tenancy. The introduction of fixed term tenancies and the review process introduce a fairer approach to the allocation of social housing and demonstrate the most effective use of what will remain a limited resource.</p> <p>By introducing and strengthening tenancy conditions on harassment, domestic violence and nuisance and behaviour the proposed Tenancy Agreement makes a positive contribution towards enhancing respect for private and family life.</p> <p>Will it affect Children's Rights, as defined by the UNCRC (1992)?</p> <p>No</p>
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<p>Section 03</p> <p>Documents and data reviewed</p>	<p>Analysis of relevant data Examples of data can range from census data to customer satisfaction surveys. Data should involve specialist data and information and where possible, be disaggregated by different equality strands.</p> <p><u>LOCAL DEMOGRAPHICS OF EQUALITY TARGET GROUPS</u></p> <p>The following summary of the demographic situation in relation to each of the equality groups is based on the 2011 Census. This provides a starting point for the analysis of likely impacts of the PDCS on these groups.</p> <p>Population</p> <p>The borough population was measured at 165,242 at the time of the 2001 Census making Hammersmith & Fulham the fourth most densely populated local authority in England and Wales. Current estimates of population from 2008 show that the borough's population has risen to 172,200.</p> <p>The population of the borough is relatively young and ethnically diverse. It is also a highly mobile population with about half of all households having moved in the previous five years.</p> <p>It is projected by the GLA (2011), taking account of the borough's housing target of an additional 615 dwellings per annum, that the population will increase from 188,235 in 2011 to 208,683 in 2031 (an 11% increase).</p> <p>Households The borough has a high proportion of single people, the second highest proportion (54.7%) of any local authority in</p>
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England & Wales and 43% of all households consist of one person households in 2008 (DCLG 2008).

It is projected by DCLG (2008) that households will increase from 76,000 in 2011 to 82,300 in 2031 (an 8% increase). It is projected that the main growth in number of households will be in 'one person' households (21% up to 2033), while the number of 'co-habiting couples' households will decrease by nearly 11% between 2008 and 2033.

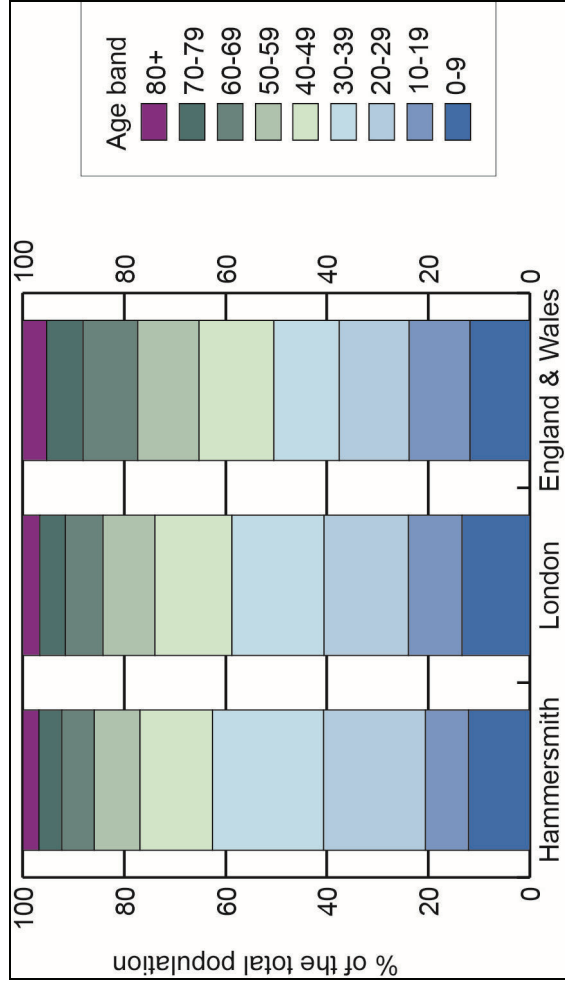
Age

In 2010, nearly half of the population (42%) is between 20 and 40 years old which is significantly higher than the London (35%) and the country (27%) averages (Source: ONS, 2010 mid-year estimates).

Between 2010 and 2031, the population aged 20 to 49 is expected to grow by 6.5%, the population aged 50 to 64 by 37%, the population aged 65 to 79 by 15% and the population over 80 by 23%.

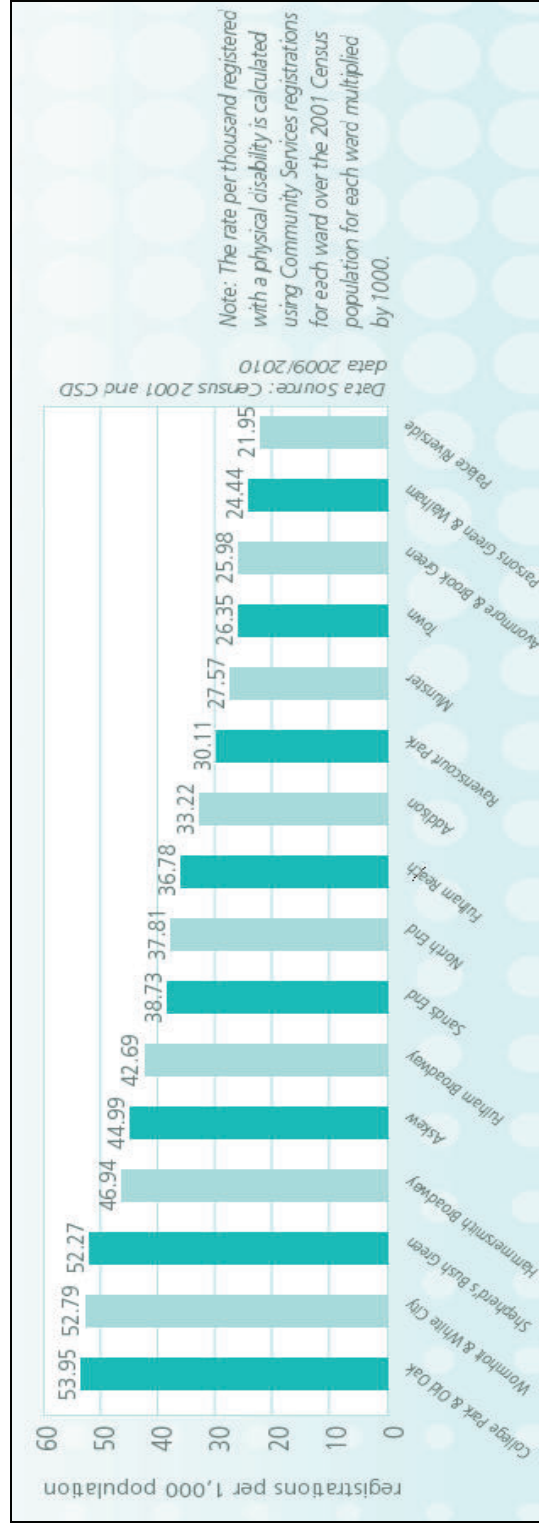
In 2010, the borough had a higher proportion of young adults aged 25-39 (34%) than London (28%) and England and Wales (35%). Conversely, the proportion of children and young adults (0-24) in the borough is lower than in London (29%) and England and Wales (31%). Finally, 23% of the population is aged 50 or over, which is slightly lower than the London (26%) and country (35%) averages.

According to the H&F Carer's Strategy 2005-2010 and Experian Mosaic Data for the borough, older residents in the borough are more likely to live alone.



Disability

The rate of physical disability registrations for Hammersmith and Fulham as a whole is 37.3 registrations per 1,000 population. The 2001 Census data indicates that around 15% of residents in Hammersmith and Fulham have a limiting or long term illness. College Park and Old Oak has the highest rate of physical disability registrations in the borough (53.95). The five wards with the highest rates are all in the north of the borough; College Park and Old Oak, Wormholt and White City, Shepherd's Bush Green, Hammersmith Broadway and Askew. Palace Riverside has the lowest rate of registrations in the borough. Physical disability registration is voluntary so the figures do not give a complete picture of disability within Hammersmith & Fulham. Ravenscourt Park Ward has the highest number of recorded visually impaired people in the borough due to a home for the visually impaired being located there. We recognise that people with disabilities and those that support them may be represented in one or more of the other equality groups. The other related group that is usually referenced is age, in particular, we recognise that people with disabilities who can experience difficulty accessing services are often children and young people, older people, and those who may provide care for older and younger disabled people. As disability covers a broad spectrum, we also recognise that adaptations for people with mobility impairments may not make services accessible for people with sensory impairments, and that people with mental health or long-term limiting illnesses may have different requirements.

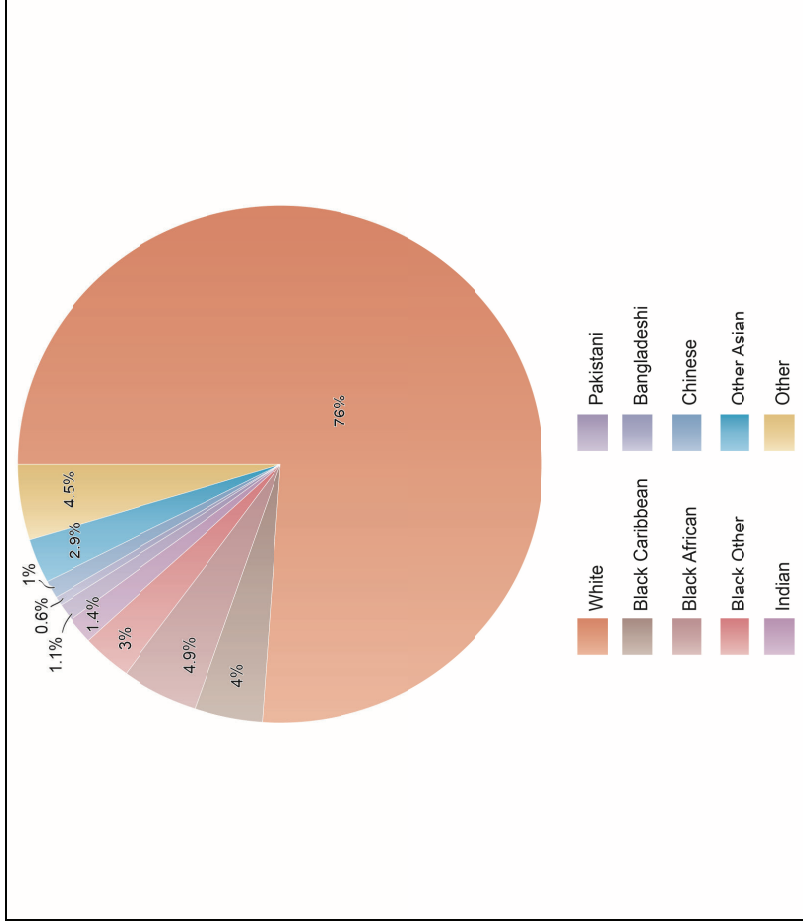


Number of people registered with a disability (Community Services registrations)

Race

According to the GLA 2010 round ethnic group population projections, 24% of the borough population in 2011 belonged to ethnic groups other than white. This represents an increase of 2% since 2001. The main ethnicity in the borough was 'white people' (76%) followed by people from 'black African' origin (4.90%) and the 'other'¹ group (see figure below).

In 2011, the white population represented 80% of the economically active population followed by the Black African ethnic group (4.4%) and the 'other group' (3.90%).



Ethnic groups in Hammersmith & Fulham (GLA 2010)

Religion

The religious profile of the Borough is less diverse than in London as a whole. In 2001, 63.6% of residents in the Borough were Christians, 6.8% were Muslim and 2.3% were other religions. This partly reflects the ethnic profile of

¹ The other group refers to the two ONS 2001 Census Ethnic Category: 'other mixed and Chinese or other. LBHF EqIA Tool - Proposed Council Housing Tenancy Agreement

the Borough, with a higher White population who are predominantly Christian and a lower Asian population who have a more diverse religious profile. In 2001, 17.6% of residents in the Borough stated that they had no religion. This is similar to the proportion for Inner London (18.3%) and Greater London (15.8%).

It is noted that members of this population will also be represented through one or more other equality strands and that race and religion are often linked, meaning that impacts may be experienced by this group in more subtle ways.

Sexual Orientation (and transgender)

The nature of issues facing Lesbian, Gay, Bisexual and Transgender (LGBT) people is such that often, the voluntary sector has worked with those supporting transgendered or transitioning people as well. This is relevant when assessing impacts and looking at populations, for there are no official statistics on sexual orientation or gender identity, as these are not routinely captured by public bodies, and are not captured by the census. However:

“In 2005, the Department for Trade and Industry published a figure of 6% as the percentage of LGBT people in the general population... the number of LGBT people in London is thought to be anywhere between 6% and 10% of the total population, increased by disproportionate levels of migration. This equates to an urban population of between 450,000 and 750,000”

(Kairos in Soho, *London's LGBT Voluntary Sector Infrastructure Project*, 25:2007)

To put this in a local context so far as is possible, although there are no accurate statistics for the numbers of lesbian, gay and bisexual residents in the borough, the 2001 census recorded 568 people (or 1.1% of couples), aged 16 and over, living as same sex couples in Hammersmith and Fulham. In 2009 there were 49 civil partnerships in this borough. This gives us some of the picture but within the parameters of the DTI figures, we note that these local statistics may hide single LGB people, or LGB people who have not entered into civil partnerships. We do not have specific data on transgendered or transitioning people.

It is noted that members of the LGBT population will also be represented through one or more other equality strands, meaning that impacts will be experienced by this group in more subtle ways.

Gender and economic activity

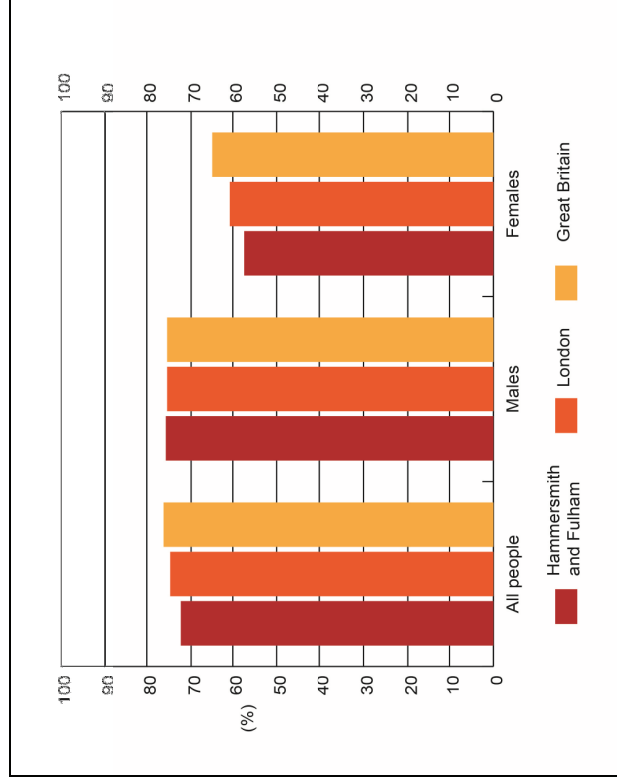
In 2010, there are more men in the borough than women (there are more women than men in London).

The 2001 Census indicates that there are more female headed households in the borough which represents a key equality gap for Hammersmith and Fulham. 91% of single parent households of all age groups are headed by

women, of whom only 16% are in full-time employment (2001 Census)

Women are less economically active than men representing respectively 62.8% and 81.4% in 2010. Those figures are lower than the London figures of 66.4% for women and 82.7% for men (Source: NOMIS).

Hammersmith & Fulham has a marginally higher proportion of male residents in employment (75.7%) than the London and national averages (75.4%), but has a lower proportion of female residents in employment (57.4%) than the London (60.7%) and national averages (65.2%).



Employment in Hammersmith and Fulham in 2010 (NOMIS)

New research

If new research is required, please complete this section

N/A

<p>Section 04 Consultation</p>	<p>Consultation</p>
<p>Details of consultation findings (if consultation is required. If not, please move to section 06)</p> <p>When the Council wishes to make changes to the Tenancy Agreement between itself and its social housing tenants it must formally consult with those tenants using a process and timescale as set out by The Housing Act 1985. The procedure for varying existing introductory and secure tenancies is contained in sections 102 and 103 of the 1985 Act.</p> <p>Section 102 of the Housing Act 1985 provides that a secure tenancy agreement may be varied either by agreement or by way of the procedure in section 103. The procedure in section 103 is as follows:</p> <p>The terms of an existing introductory/secure periodic tenancy may be varied by the Council by the service of a Notice of Variation on the tenant; however, before the Council can serve a Notice of Variation on the tenant, the Council must firstly serve a Preliminary Notice of Variation which:</p> <ul style="list-style-type: none"> • Informs the tenant of the Council's intention to serve a Notice of Variation; • Specifies the proposed variation/s and their effects; • Invites the tenant to comment on the proposed variation within a period considered reasonable by the Council. <p>The Council must consider any comments made by tenants within the consultation period, in this case 32 days before deciding to serve the Notice of Variation.</p> <p>Consultation documents relating to the proposed changes to the Council Housing Tenancy Agreement and revised forms of Tenancy Agreement for new tenants were issued on 10 September 2012 with a six week deadline for responses of 19 October 2012. The full set of documents comprised:</p> <ul style="list-style-type: none"> • An introductory letter from the Cabinet Member for Housing • Draft Tenancy Agreement • Preliminary Notice of Variation • Response Proforma • Prepaid Envelope <p>Tenants were invited to respond in a variety of ways, either by:</p>	

	<ul style="list-style-type: none"> • Detailing their comments on the response proforma and returning it in the prepaid envelope provided. • Telephoning two dedicated Tenancy Agreement consultation officers via either a free phone telephone number or direct dial extensions, or leaving a message to express their views. • Emailing their comments to a dedicated Tenancy Agreement consultation email inbox from where their comments were retrieved and recorded.
<p>Analysis of consultation outcomes</p>	<p>Summary of Consultation Responses</p> <p>The consultation on proposed changes to the Council Housing Tenancy Agreement and revised forms of Tenancy Agreement for new tenants attracted feedback from 771 respondents in total, broken down as 40 email responses, 196 telephone, and 535 written responses. This represents an overall response rate of 6.2% of the total 12,500 consultation packs that were sent out to tenants. These responses were all from existing tenants who will only be directly affected by the changes to terms, or tenancy clauses, in the proposed Tenancy Agreement. Sixty-nine responses related to changes to the draft tenancy terms and six related to the introduction of new forms of tenure known as flexible tenancies.</p> <p>In many cases, respondents provided multiple comments on a number of different areas of the proposed Tenancy Agreement. There were over 850 comments made.</p> <p>Seventy tenants, or 9.1% of total responses, expressed concern about their future security of tenure. It was clearly stated in the accompanying letter that the proposed changes to the tenancy agreement would not affect the security of tenure for existing Council tenants. This level of concern and uncertainty amongst almost 10% of respondents would again appear to be driven by not understanding the information correctly, or perhaps this is linking in with sentiment at a national level regarding proposed changes to the provision and allocation of social housing as past in the Localism Act 2011.</p> <p>Twenty tenants (2.6% of total respondents) stated that they were concerned that it was unreasonable to expect them to inform their Housing Officer if they were going to be away from their property for more than 3 weeks. It was felt by some tenants, especially those with relatives living abroad, that three weeks was not a long enough time period to need to inform the Housing office that they are going away. A number of tenants cited that at least once a year they are going abroad to visit relatives for a one month period at a time. The introduction of the tenancy condition to inform the Housing office if away for more than three weeks may therefore be seen to have more of an impact on BME and elderly tenants who are perhaps more likely to go away for long periods of time. In the case of BME tenants, this may be to visit relatives in other countries. In response to this, the Housing department is not suggesting that tenants should not be permitted from leaving their property for over three weeks at any one time,</p>

only that the tenant should inform the Housing office when this is going to take place. The benefits to tenants of the increased potential to monitor their unoccupied properties outweighs the perceived concerns over invasions of privacy. Rapid responses to maintenance issues, or illegal squatting of properties would be beneficial to both tenants and residents of the borough through reduced costs in dealing with repairs and legal fees.

Thirty three tenants (4.3% of total respondents) in sheltered accommodation felt that they should be allowed to have guests to stay for more than two nights in a week without asking for permission from the Sheltered Housing service. (see the 'Age' protected characteristic for further analysis)

There were also a number of critical comments about the clarity of the consultation pack and 287 of those responding assumed that it was necessary for them to sign and return the draft tenancy agreement that was provided for information. It was clearly stated in the accompanying letter that this was not a requirement of the consultation process, but it does suggest that some tenants may have struggled to understand the information that they were presented with. By returning the draft documentation tenant do also, however, demonstrate, their tacit agreement with the proposed changes and their willingness to accept these. 115 respondents (14.9% of the total responses) also contacted the consultation helpline for clarification on which one of the consultation documents needed to be completed and returned.

Requests for Additional Support Information

Two requests were made for translation of the S105 Consultation document providing translations into two different languages (Arabic and Eritrean). These translated consultation packs were then sent to the residents concerned. This is surprisingly low given that in 2001 the proportion of residents in ethnic groups other than white in Hammersmith & Fulham was 22% and 15% of the population was in the 'other white' group, made up principally by people from both Western and Eastern Europe.

Three tenants reported that they were dyslexic and a further 6 stated that they were unable to read or write, or understand the documents. As with any consultation, there is always the concern that the information has not been understood, or has been interpreted incorrectly. The Housing & Regeneration has tried to mitigate against this by providing the dedicated telephone line and also by ensuring that Housing Officers made arrangements to visit tenants who required extra support and explain the consultation to them. 55% of all the telephone calls that were received were to ask for advice or support. Telephone feedback was recorded in the same way as written feedback so all comments have been logged and given equal weighting in the consultation process.

Specific tenancy issues

A small number of tenants raised queries or made comments about very specific clauses in the tenancy agreement. These are detailed below:

Dogs

Fourteen tenants commented about dogs, with 50% in agreement that clauses relating to dogs should be strengthened and 50% concerned about what this might mean for their own circumstances. A number of respondents stated that the tenancy agreement should make specific reference to the guide dogs being permitted to be kept in suitable properties. This is an area where a revision of the wording is being considered. There was also a level of concern about the enforcement of this proposed tenancy condition for existing dog owners. This could adversely affect elderly tenants who have small dogs for company and perceived security benefits. Once again, the Council will mitigate against this by reviewing each situation on a case by case basis.

Satellite Dishes

One tenant asked about satellite dishes in the context of whether or not they would be allowed to keep a satellite dish that they had already had installed. There was also a level of concern about the enforcement of this proposed tenancy condition for existing satellite dish owners. This could adversely affect BME and elderly tenants who either receive specialist language television services, or rely on the television as their main source of company. Once again, the Council will mitigate against this by reviewing each situation on a case by case basis.

Data Protection

Five tenants stated concerns over use of information. These concerns were primarily in relation to the inclusion of photo ID with newly signed tenancy agreements. The Council is committed to abiding by the Data Protection Act, as well as people's rights to confidentiality and respect for privacy. The Council treats private information with respect and it is kept securely. Only staff members who are authorised to see the information for a business purpose will have access to it and they may only use it for the purposes stated in the agreement such as for tenancy verification. Specific data management procedures will need to be put in place to handle the additional electronic hard copy records that are held following the implementation of the revised Tenancy Agreement, which includes the requirement for photo identification to be held on the tenancy file. Security of data held electronically must also be considered to mitigate against risks of hacking and data loss.


	<p>Tenant Responsibility Sixteen tenants either expressed concern, or enquired about various areas of tenant responsibility as stated in the proposed tenancy agreement. These comments ranged from concerns over the decoration of properties, to the newly included section on tenant behaviour in the borough. Once again, the Council will mitigate against this by reviewing each situation on a case by case basis.</p> <p>Right To Buy Four tenants asked whether their right to buy their Council property would be affected by the proposed changes. The right to buy for existing secure tenants will not be affected by the proposed changes. A qualifying period of five years will need to be completed before a tenant is able to exercise the right to buy.</p>
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<p>Section 05 Analysis</p>	<p>Analysis of impact and outcomes What has your consultation (if undertaken) and analysis of data shown? You will need to make an informed assessment about the actual or likely impact that the policy, proposal or service will have on each of the protected characteristic groups by using the information you have gathered. The weight given to each protected characteristic should be proportionate to the relevant policy (see guidance).</p> <p>This has been covered in both the analysis of consultation results and in the nine protected characteristics.</p>
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<p>Section 06 Outcome of Analysis</p>	<p>Reducing any adverse impacts and recommendations Include any specific actions you have identified that will remove or mitigate the risk of adverse impacts and / or unlawful discrimination. This should provide the outcome for LBHF, and the overall outcome.</p> <p>Following detailed analysis of the consultation responses the principal issues that have been highlighted relate to:</p> <ul style="list-style-type: none"> • the two night limit on overnight visitors for people living in sheltered housing - the Council is currently considering increasing the two night limit to five nights in a week before permission is required to ensure that no tenancy rights are expressly or impliedly derived from people occupying homes. A number of comments have highlighted the need for overnight care and the Council needs to be mindful of the practicalities and sensitivities of this to ensure that family/friends have access where there are health issues involved. • the protection of sensitive personal data and photographic identification – appropriate procedures will
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be put in place to ensure that data is stored and managed securely.

Section 07 Action Plan						
Note: You will only need to use this section if you have identified actions as a result of your analysis						
Issue identified	Action (s) to be taken	When	Lead officer and borough	Expected outcome	Date added to business/service plan	
Sheltered Housing 2 Night Overnight Stays	Consider increasing the two night limit to five nights in a week for Sheltered Housing tenants	Prior to Tenancy Agreement sign-off	Aaron Cahill	Overnight stay period before permission being required being increased to 5 nights		
Data Protection & Storage of Personal Data	Ensure rigorous procedures are in place for the storage and management of sensitive data including photographic identification	Prior to Tenancy Agreement go live date	Tenancy Management	Written procedures being issued to staff and relevant training provided		
Tenancy Support Pack	Ensure that the Tenancy Support Pack is written in Plain English and is clear and concise.	Prior to Tenancy Agreement go live date	Tenancy Management	Support pack information sent to all tenants		

Section 08 Chief Officers' sign-off	Agreement, publication and monitoring
Key Decision Report (if relevant)	 <p>Name: Jo Rowlands Position: Director Housing Services Email: jo.rowlands@lbhf.gov.uk Telephone No: 0208 753 1313</p>
Opportunities Manager (where involved)	<p>Date of report to Cabinet/Cabinet Member: 14/01/2013 Key equalities issues have been included: Yes/No</p> <p>Name: Carly Fry Position: Opportunities Manager Date advice / guidance given: 24/10/12 & 16/11/12 Email: carly.fry@lbhg.gov.uk Telephone No: 0208 753 3430</p>

NOTICE OF CONSIDERATION OF A KEY DECISION

In accordance with paragraph 9 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the Cabinet hereby gives notice of Key Decisions which it intends to consider at its next meeting and at future meetings. The list may change between the date of publication of this list and the date of future Cabinet meetings.

NOTICE OF THE INTENTION TO CONDUCT BUSINESS IN PRIVATE

The Cabinet also hereby gives notice in accordance with paragraph 5 of the above Regulations that it intends to meet in private after its public meeting to consider Key Decisions which may contain confidential or exempt information. The private meeting of the Cabinet is open only to Members of the Cabinet, other Councillors and Council officers.

Reports relating to key decisions which the Cabinet will take at its private meeting are indicated in the list of Key Decisions below, with the reasons for the decision being made in private. Any person is able to make representations to the Cabinet if he/she believes the decision should instead be made in the public Cabinet meeting. If you want to make such representations, please e-mail Katia Richardson on katia.richardson@lbhf.gov.uk. You will then be sent a response in reply to your representations. Both your representations and the Executive's response will be published on the Council's website at least 5 working days before the Cabinet meeting.

KEY DECISIONS PROPOSED TO BE MADE BY CABINET ON 14 JANUARY 2013 AND AT FUTURE CABINET MEETINGS UNTIL MAY 2013

The following is a list of Key Decisions which the Authority proposes to take at the above Cabinet meeting and future meetings. The list may change over the next few weeks. A further notice will be published no less than 5 working days before the date of the Cabinet meeting showing the final list of Key Decisions to be considered at that meeting.

KEY DECISIONS are those which are likely to result in one or more of the following:

- Any expenditure or savings which are significant (i.e. in excess of £100,000) in relation to the Council's budget for the service function to which the decision relates;
- Anything affecting communities living or working in an area comprising two or more wards in the borough;
- Anything significantly affecting communities within one ward (where practicable);
- Anything affecting the budget and policy framework set by the Council.

The Key Decisions List will be updated and published on the Council's website on a monthly basis.

NB: Key Decisions will generally be taken by the Executive at the Cabinet.

*If you have any queries on this Key Decisions List, please contact
Katia Richardson on 020 8753 2368 or by e-mail to katia.richardson@lbhf.gov.uk*

Access to Cabinet reports and other relevant documents

Reports and documents relevant to matters to be considered at the Cabinet's public meeting will be available on the Council's website (www.lbhf.org.uk) a minimum of 5 working days before the meeting. Further information, and other relevant documents as they become available, can be obtained from the contact officer shown in column 4 of the list below.

Decisions

All decisions taken by Cabinet may be implemented 5 working days after the relevant Cabinet meeting, unless called in by Councillors.

Making your Views Heard

You can comment on any of the items in this list by contacting the officer shown in column 4. You can also submit a deputation to the Cabinet. Full details of how to do this (and the date by which a deputation must be submitted) will be shown in the Cabinet agenda.

LONDON BOROUGH OF HAMMERSMITH & FULHAM: CABINET 2012/13

Leader (+ Regeneration, Asset Management and IT):	Councillor Nicholas Botterill
Deputy Leader (+ Residents Services):	Councillor Greg Smith
Cabinet Member for Children's Services:	Councillor Helen Binmore
Cabinet member for Communications:	Councillor Mark Loveday
Cabinet Member for Community Care:	Councillor Marcus Ginn
Cabinet Member for Housing:	Councillor Andrew Johnson
Cabinet Member for Transport and Technical Services:	Councillor Victoria Brocklebank-Fowler

Key Decisions List No. 4 (published 14 December 2012)

KEY DECISIONS LIST - CABINET ON 14 JANUARY 2013

The list also includes decisions proposed to be made by future Cabinet meetings

Where column 3 shows a report as EXEMPT, the report for this proposed decision will be considered at the private Cabinet meeting. Anybody may make representations to the Cabinet to the effect that the report should be considered at the open Cabinet meeting (see above).

* All these decisions may be called in by Councillors; If a decision is called in, it will not be capable of implementation until a final decision is made.

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet <i>(other relevant documents may be submitted)</i>
January				
Cabinet	14 Jan 2013	Schools Organisation Strategy 2012/13 This report updates Cabinet on progress with the implementation and development of the Schools Organisation Strategy presented to Members on 5th March 2012. It outlines the effectiveness of the strategy to date in addressing pressure on places and proposes further solutions for future admissions issues. This report also seeks approval for capital funding decisions to schools.	Cabinet Member for Children's Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects more than 1 ward		Ward(s): All Wards	
Cabinet	14 Jan 2013	Annual Report on the Social Care of Looked After Children Looked After Children Social Care report.	Cabinet Member for Children's Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects more than 1 ward		Ward(s): All Wards	
Cabinet	14 Jan 2013	Internships To progress a H&F Internship programme to a full operating model. Interns will be appointed to support key functions and business operations. For this reason placements will be 12	Leader of the Council (+Regeneration, Asset Management and IT)	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting
	Reason: Expenditure more than		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (<i>other relevant documents may be submitted</i>)
	£100,000	<p>months in duration. The programme will create at least 120 meaningful work experience opportunities for local residents over 3 years. Placements will be prioritised for H&F and tri-borough residents. A Cabinet decision is required to procure an external service provider to provide an internship marketplace solution and support the advertising and selection processes.</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	<p>Contact officer: Debbie Morris, Marc O'Hagan Tel: 0208 753 1126 debbie.morris@lbhf.gov.uk, Marc.O'Hagan@lbhf.gov.uk</p>	<p>documentation and / or background papers to be considered.</p>
Cabinet	<p>14 Jan 2013</p> <hr/> <p>Reason: Affects more than 1 ward</p>	<p>Council Housing Tenancy Agreement</p> <p>Cabinet Approval for the revised Tenancy Agreement and Notice of Variation</p>	<p>Cabinet Member for Housing</p> <hr/> <p>Ward(s): All Wards</p> <hr/> <p>Contact officer: Aaron Cahill Tel: 020 8753 1909 Aaron.Cahill@lbhf.gov.uk</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.</p>
Cabinet	<p>14 Jan 2013</p> <hr/> <p>Reason: Expenditure more than</p>	<p>Award of a Framework Agreement for Printing Services (Web Offset) Lots 3 & 4</p> <p>Report to approve recommended contractors for Lots 3 & 4 and set up a Framework Agreement to commence in February 2013 for a</p>	<p>Leader of the Council (+Regeneration, Asset Management and IT)</p> <hr/> <p>Ward(s): All Wards</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting</p>

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (<i>other relevant documents may be submitted</i>)
	£100,000	period of 4 years PART OPEN PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.	Contact officer: Louise Raisey, Bob Hillman Tel: 020 8753 2012, Tel: 020 8753 1538 Louise.Raisey@lbhf.gov.uk, robert.hillman@lbhf.gov.uk	documentation and / or background papers to be considered.
Cabinet	14 Jan 2013 Reason: Expenditure more than £100,000	Tri-borough Passenger Transport Procurement Consideration of business case and seeking of cabinet approval to proceed with the procurement of a tri-borough passenger transport service for children and adults	Cabinet Member for Children's Services, Cabinet Member for Community Care Ward(s): All Wards Contact officer: Steve Bywater steve.bywater@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet Full Council	14 Jan 2013 30 Jan 2013 Reason: Budg/pol framework	Council Tax Discounts and Exemptions Following legislative changes, the Council has discretion to vary council tax discounts on second homes and exemptions on empty properties. This report proposes changes to these from 1 April 2013.	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Steve Barrett Tel: 020 8753 1053 Steve.Barrett@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (<i>other relevant documents may be submitted</i>)
Cabinet Full Council	14 Jan 2013 30 Jan 2013 Reason: Budg/pol framework	Council Tax Base and Collection Rate 2013/2014 This report contains an estimate of the Council Tax collection rate and calculates the Council Tax Base for 2013/14 The Council Tax Base will be used in the calculation of the Band D Council Tax undertaken in the Revenue Budget Report for 2013/14.	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Steve Barrett Tel: 020 8753 1053 Steve.Barrett@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet Full Council	14 Jan 2013 30 Jan 2013 Reason: Budg/pol framework	Localising Council Tax Support 2013/14 Legislative changes mean that Council Tax Benefit is being abolished and replaced by a local scheme designed by the Council. This report proposes the scheme to be adopted following public consultation by the Council on 1st April 2013.	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Paul Rosenberg Tel: 020 8753 1525 paul.rosenberg@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet Full Council	14 Jan 2013 30 Jan 2013 Reason: Budg/pol framework	Business Rate Retention 2013/2014 Following introduction of the above scheme this report contains an estimate of the Business Rate income that the Council expects to collect during 2013/2014	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Steve Barrett Tel: 020 8753 1053 Steve.Barrett@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	14 Jan 2013 Reason: Budg/pol framework	Local Support Payments - Replacement of the Social Fund This report seeks approval to implement a new discretionary emergency payment scheme from 1 April 2013, following the transfer of responsibility from the	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (<i>other relevant documents may be submitted</i>)
		<p>Department of Works & Pensions.</p> <p>It is proposed that this is operated as a tri-borough service, administered on behalf of Hammersmith & Fulham and Westminster City Council by the Royal Borough of Kensington & Chelsea.</p>	<p>Contact officer: Paul Rosenberg Tel: 020 8753 1525 paul.rosenberg@lbhf.gov.uk</p>	<p>documentation and / or background papers to be considered.</p>
Cabinet	<p>14 Jan 2013</p> <p>Reason: Expenditure more than £100,000</p>	<p>London Borough's Grants Scheme budget 2013-14</p> <p>The London Council's Grants Committee, on which LBHF is represented, met on 13th November 2012 and reached agreement about the London Borough's Grants Scheme budget for 13-14. The LBHF contribution will be £200,095. A formal decision is required because London Councils need a two thirds majority approval from the boroughs, otherwise legal provisions come into effect that would force it to set the budget at 2012/13 levels. This would have the highly undesirable effect of increasing LBHF's contribution to £249,390.</p>	<p>Cabinet Member for Community Care</p> <p>Ward(s): All Wards</p> <p>Contact officer: Sue Spiller Tel: 020 8753 2483 sue.spiller@lbhf.gov.uk</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.</p>
Cabinet	<p>14 Jan 2013</p> <p>Reason: Expenditure more than £100,000</p>	<p>Corporate Planned Maintenance Programme 2013/2014</p> <p>To provide proposals and gain approval for the 2013/2014 Corporate Planned Maintenance Programme. The works that constitute the programme are split between revenue and capital.</p>	<p>Leader of the Council (+Regeneration, Asset Management and IT)</p> <p>Ward(s): All Wards</p> <p>Contact officer: Mike Cosgrave, Sally Williams Tel: 020 8753 4849, Tel: 020 8753 4865 mike.cosgrave@lbhf.gov.uk, sally.williams@lbhf.gov.uk</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.</p>
Cabinet	<p>14 Jan 2013</p> <p>Reason: Expenditure more than</p>	<p>The implementation of the Tri-borough Adult Reoffending Service</p> <p>To agree the implementation of the service model to tackle adult</p>	<p>Deputy Leader (+ Residents Services)</p> <p>Ward(s): All Wards</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and</p>

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (<i>other relevant documents may be submitted</i>)
	£100,000	<p>reoffending as set out in the Tri-borough community budgets submission to central government.</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	<p>Contact officer: David Page Tel: 020 8753 2125 david.page@lbhf.gov.uk</p>	<p>will include details of any supporting documentation and / or background papers to be considered.</p>
Cabinet	<p>14 Jan 2013</p> <p>Reason: Expenditure more than £100,000</p>	<p>Barclay Close Lifts A–D, Ethel Rankin Crt & The Grange (Lisgar W14) Lifts A & B - Modernisation of the Passenger Lifts</p> <p>The report seeks approval to let a contract to modernise the existing passenger lifts at Barclay Close Est, Ethel Rankin Court and the Grange (Lisgar terrace)</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	<p>Cabinet Member for Housing</p> <p>Ward(s): Avonmore and Brook Green; Town</p> <p>Contact officer: Danny Reynolds, Matthew Martin Tel: 020 8753 4780, Danny.Reynolds@lbhf.gov.uk, Matthew.Martin@lbhf.gov.uk</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.</p>

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Cabinet	14 Jan 2013	Corporate Plan 2012-15 Three year corporate plan for H&F.	Leader of the Council (+Regeneration, Asset Management and IT)	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): All Wards	
Cabinet	14 Jan 2013	Purchase of car parking spaces to the rear of Fulham Town Hall As part of the sale process of Fulham Town Hall the Council is purchasing the freehold interest of car parking spaces at the rear of the building. PART OPEN PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.	Leader of the Council (+Regeneration, Asset Management and IT)	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): Parsons Green and Walham	
February				
Cabinet	11 Feb 2013	Reprocurement of frameworki Social Care IT system Confirmation of reprocurement of Frameworki social care system (or equivalent social care system) is requested for both Adult Social Care and Children's Services from January 2013.	Cabinet Member for Community Care, Cabinet Member for Children's Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background
	Reason: Expenditure more than £100,000		Ward(s): All Wards	

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		<p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	mark.hill2@lbhf.gov.uk	papers to be considered.
Cabinet	<p>11 Feb 2013</p> <p>Reason: Expenditure more than £100,000</p>	<p>Managed Services Programme</p> <p>Following the completion of the Managed Services procurement process, a report will be brought to Cabinet for decision on LBHF's position re. signing up to the framework</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	<p>Leader of the Council (+Regeneration, Asset Management and IT)</p> <p>Ward(s): All Wards</p> <p>Contact officer: Jane West Tel: 0208 753 1900 jane.west@lbhf.gov.uk</p>	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	<p>11 Feb 2013</p> <p>Reason: Affects more than 1 ward</p>	<p>Tri-Borough Managed Services (Athena), Lot 4 Business Intelligence</p> <p>Business case and recommendations on approval of framework agreement for Business Intelligence as a</p>	<p>Leader of the Council (+Regeneration, Asset Management and IT)</p> <p>Ward(s): All Wards</p>	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (<i>other relevant documents may be submitted</i>)
		<p>Managed Service.</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	<p>Contact officer: Jane West, Dale Squire Tel: 0208 753 1900, Tel: 02087533161 jane.west@lbhf.gov.uk, Dale.Squire@lbhf.gov.uk</p>	<p>documentation and / or background papers to be considered.</p>
Cabinet	<p>11 Feb 2013</p> <p>Reason: Expenditure more than £100,000</p>	<p>Interim Provision of Children's Centres and Sure Start Services</p> <p>Aligning of Hammersmith and Fulham hub and spoke children's centres to comply with the department of education (DfE) Children's Centre model and to fit the proposed Ofsted locality based inspections</p>	<p>Cabinet Member for Children's Services</p> <p>Ward(s): All Wards</p> <p>Contact officer: Margaret Murphy Tel: 020 8753 2045 Margaret.Murphy@lbhf.gov.uk</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.</p>
Cabinet	<p>11 Feb 2013</p> <p>Reason: Expenditure more than £100,000</p>	<p>Provision of a blue badge investigation and enforcement service</p> <p>The Council has piloted a scheme to tackle the abuse of Disabled Parking Permits (blue badges). The pilot has proved to be successful and the Council now wants to enter into a long-term contractual arrangement for a minimum of 3 years and a maximum of 7.</p>	<p>Cabinet Member for Transport and Technical Services</p> <p>Ward(s): All Wards</p> <p>Contact officer: Osa Ezekiel Osa.Ezekiel@lbhf.gov.uk</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.</p>

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (<i>other relevant documents may be submitted</i>)
Cabinet	11 Feb 2013	Contract for the maintenance of pay and display machines This is a bi-borough contract with RBKC for the maintenance of pay and display machines	Cabinet Member for Transport and Technical Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): All Wards	
Cabinet	11 Feb 2013	Elevator Monitoring Unit Installation - Various Sites The works consist of the supply and installation of elevator Monitoring Units and Auto Diallers to be fitted to each lift in providing automatic reporting of lift breakdowns and communication between each lift car and operators at a manned call centre in dealing with lift entrapment. PART OPEN PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): All Wards	
Cabinet	11 Feb 2013	Corporate Revenue Monitoring 2012_13 : PERIOD 8 (November) Report seeks approval for changes to the Revenue Budget	Leader of the Council (+Regeneration, Asset Management and IT)	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting
	Reason: Expenditure more than		Ward(s): All Wards	

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (<i>other relevant documents may be submitted</i>)
	£100,000		Contact officer: Jane West Tel: 0208 753 1900 jane.west@lbhf.gov.uk	documentation and / or background papers to be considered.
Cabinet Full Council	11 Feb 2013 27 Feb 2013 Reason: Budg/pol framework	2013/14 Budget and Council Tax Setting report To approve the 2013/14 Budget Estimates and Council Tax levels.	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Jane West Tel: 0208 753 1900 jane.west@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	11 Feb 2013 Reason: Affects more than 1 ward	Cemeteries Reorganisation Facilitating the Cemeteries operations through Quadron Services Limited.	Deputy Leader (+ Residents Services) Ward(s): All Wards Contact officer: Sue Harris Tel: 020 8753 4295 Sue.Harris@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	11 Feb 2013 Reason: Expenditure more than £100,000	Award of contract to support an employee-led mutual providing services to schools and Award of contract to support an employee-led mutual providing services to schools and Tri-borough Councils The report will seek Cabinet approval of a private sector partner to help establish, support and expand an Employee-Led Mutual that will be providing support services to schools and a number of strategic consultancy services to Tri-borough Councils. The selection of a suitable partner follows a competitive tendering	Cabinet Member for Children's Services Ward(s): All Wards Contact officer: Lyn Carpenter lyn.carpenter@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.

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		<p>exercise conducted in line with EU and UK public procurement rules.</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>		
Cabinet	11 Feb 2013 Reason: Expenditure more than £100,000	<p>Approval of the 2013/14 Highway Maintenance Programme</p> <p>The report seeks approval for the Carriageway and Footway 2013/14 Planned Maintenance Programme and authority to manage the programme and overall budget throughout the year.</p>	Cabinet Member for Transport and Technical Services Ward(s): All Wards Contact officer: Ian Hawthorn ian.hawthorn@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet Full Council	11 Feb 2013 27 Feb 2013 Reason: Expenditure more than £100,000	<p>Capital Programme 2013/14 to 2015/16</p> <p>This report sets out proposals in respect of the capital programme, together with ancillary issues.</p>	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Hitesh Jolapara hitesh.jolapara@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.

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Cabinet	11 Feb 2013	<p>Linford Christie Stadium</p> <p>Remedial works to the roof covering and rainwater goods. Internal refurbishment and upgrade to the male changing room and kitchen upgrade (including asbestos removal) to the London Nigerians' clubhouse.</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	Leader of the Council (+Regeneration, Asset Management and IT)	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): College Park and Old Oak	
Cabinet	11 Feb 2013	<p>Housing Revenue Account Budget Strategy 2013-14</p> <p>HRA budget and rent increase</p>	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects more than 1 ward		Ward(s): All Wards	
Cabinet Full Council	11 Feb 2013	<p>Treasury Management Strategy Report</p> <p>This report provides information on the Council's Treasury Management Strategy for 2013/14</p>	Leader of the Council (+Regeneration, Asset Management and IT)	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or
	Reason: Expenditure more than			

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	£100,000		Contact officer: Halfield Jackman Halfield.Jackman@lbhf.gov.uk	background papers to be considered.
Cabinet	11 Feb 2013	Local HealthWatch - contract award Award of the contract to meet the new statutory responsibility for a Local HealthWatch as set out in the Health & Social Care Act 2012.	Cabinet Member for Community Care	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): All Wards	
March				
Cabinet	4 Mar 2013	Update on Edward Woods Estate Regeneration Scheme Update on progress and request for approval of overspend and change of tenure 12 penthouse flats for Edward Woods Estate Regeneration Scheme PART OPEN PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.	Cabinet Member for Housing	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): Shepherds Bush Green	

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Cabinet	4 Mar 2013	Corporate Revenue Monitoring 2012_13 : PERIOD 9 (December) Report seeks approval for changes to the Revenue Budget	Leader of the Council (+Regeneration, Asset Management and IT)	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): All Wards	
Cabinet	4 Mar 2013	Capital Budget Monitor - 3rd Quarter Amendments 2012/13 To seek approval for changes to the Capital Programme 2012/13	Leader of the Council (+Regeneration, Asset Management and IT)	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): All Wards	
Cabinet	4 Mar 2013	Holy Cross/Lycée expansion and co-location Tender Approval Approval to accept the most economically advantageous tender to carry out new-build and refurbishment works to enable the expansion of Holy Cross RC Primary School and its co-location with the French Lycée school on the site of the former Peterborough Primary School. PART OPEN PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule	Cabinet Member for Children's Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Expenditure more than £100,000		Ward(s): Parsons Green and Walham	

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		12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.		
Cabinet	4 Mar 2013 Reason: Expenditure more than £100,000	Housing Capital Programme 2013-2014 This report sets out the proposed 2013/14 Housing Capital Programme and seeks authority to proceed with the various schemes identified.	Cabinet Member for Housing Ward(s): All Wards Contact officer: Stephen Kirrage Tel: 020 8753 6374 stephen.kirrage@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	4 Mar 2013 Reason: Expenditure more than £100,000	2013-14 TfL annual spending submission This report refines and details the integrated transport projects as submitted as part of the council's approved transport plan (LIP2) to be undertaken in 2013/14 funded by Transport for London (TfL). The borough's 2013/14 integrated transport grant was subject to a reduction of approximately 10% to £1,947,000 as a result of the Governmental October 2010 Comprehensive spending review. This funding is specifically provided by TfL for borough transport projects based on the LIP2 objectives, targets and delivery plan. The projects are designed and delivered on the basis of maximising value for money and reducing the costs to the council of maintenance and repairs.	Cabinet Member for Transport and Technical Services Ward(s): All Wards Contact officer: Nick Boyle Tel: 020 8753 3069 nick.boyle@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.

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April				
Cabinet	8 Apr 2013 Reason: Affects more than 1 ward	Letting of concession of Wi-Fi on lamp posts Letting of a concession to allow mobile data devices to be fitted to lamp posts.	Deputy Leader (+ Residents Services) Ward(s): All Wards Contact officer: Sharon Bayliss Tel: 020 8753 1636 sharon.bayliss@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	8 Apr 2013 Reason: Expenditure more than £100,000	Corporate Revenue Monitoring 2012_13 : PERIOD 10 (January) Report seeks approval for changes to the Revenue Budget	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Jane West Tel: 0208 753 1900 jane.west@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	8 Apr 2013 Reason: Affects more than 1 ward	SERCO Contract Review Description: Review and decision about whether to continue with SERCO Waste and Street Cleansing contract which expires in 2015.	Deputy Leader (+ Residents Services) Ward(s): All Wards Contact officer: Sue Harris Tel: 020 8753 4295 Sue.Harris@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	8 Apr 2013 Reason: Affects more than 1 ward	Property Asset Management Plan 2012-2015 This is an updated plan which was approved by Cabinet in 2008. It is set out in the Council's Strategy for all properties held by the Council except the Council's	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting

Decision to be Made by (Cabinet or Council)	Date of Decision-Making Meeting and Reason	Proposed Key Decision Most decisions are made in public unless indicated below, with the reasons for the decision being made in private.	Lead Executive Councillor(s), Wards Affected, and officer to contact for further information or relevant documents	Documents to be submitted to Cabinet (<i>other relevant documents may be submitted</i>)
		Housing Stock.	Contact officer: Miles Hooton Tel: 020 8753 2835 Miles.Hooton@lbhf.gov.uk	documentation and / or background papers to be considered.
Cabinet	8 Apr 2013 Reason: Affects more than 1 ward	Housing Repairs Re-procurement of Housing Repairs contract arrangements PART OPEN PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.	Cabinet Member for Housing Ward(s): All Wards Contact officer: Stephen Kirrage Tel: 020 8753 6374 stephen.kirrage@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	8 Apr 2013 Reason: Affects more than 1 ward	Parks Capital Programme 2013/14 This report updates Cabinet on the current requirements to continue to enhance the borough's parks and open spaces as outlined in Parks and Open Spaces Strategy 2008-2018.	Deputy Leader (+ Residents Services) Ward(s): All Wards Contact officer: Chris Welsh Chris.Welsh@lbhf.gov.uk	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	8 Apr 2013 Reason: Affects more than 1 ward	Market testing of housing service - housing management Update of current market testing procurement process. PART OPEN	Cabinet Member for Housing Ward(s): Fulham Broadway; Fulham Reach; Munster; North End; Palace Riverside; Parsons Green and	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation

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		<p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	<p>Walham; Sands End; Town</p> <p>Contact officer: Jo Rowlands Tel: 020 8753 1313 Jo.Rowlands@lbhf.gov.uk</p>	<p>and / or background papers to be considered.</p>
Cabinet	<p>8 Apr 2013</p> <p>Reason: Affects more than 1 ward</p>	<p>Market testing of housing service - estate services</p> <p>Update on market testing procurement process.</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act 1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.</p>	<p>Cabinet Member for Housing</p> <p>Ward(s): All Wards</p> <p>Contact officer: Jo Rowlands Tel: 020 8753 1313 Jo.Rowlands@lbhf.gov.uk</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.</p>
Cabinet	<p>8 Apr 2013</p> <p>Reason: Expenditure more than £100,000</p>	<p>Section 75 NHS Act 2006 Partnership Agreement between H&F and West London Mental Health Trust (WLMHT)</p> <p>The partnership agreement for providing mental health services to H&F residents was delegated to WLMHT back in 2001 under Section 31 of the Health Act 1999. These arrangements now fall under Section 75 of the NHS Act</p>	<p>Cabinet Member for Community Care</p> <p>Ward(s): All Wards</p> <p>Contact officer: Stella Baillie</p>	<p>A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be</p>

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		<p>2006. Over the last few years H&F mental health service provisions have changed, projects have closed and developments have been made under the integrated arrangement with WLMHT. In addition there have been re-organisation of Adult Social Care through the Council's Tri-borough arrangements and WLMHT has gone through a recent management re-structure as well. Therefore it is important that we review our partnership under the new climate.</p>		considered.
Cabinet	8 Apr 2013 Reason: Affects more than 1 ward	<p>Housing Revenue Account car parking and garage strategy</p> <p>Strategic review of the car parking and garage service on council owned housing estates.</p>	<p>Cabinet Member for Housing</p> <hr/> <p>Ward(s): All Wards</p> <hr/> <p>Contact officer: Jo Rowlands Tel: 020 8753 1313 Jo.Rowlands@lbhf.gov.uk</p>	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
May				
Cabinet	13 May 2013 Reason: Expenditure more than £100,000	<p>New Queensmill School - Tender Approval</p> <p>Approval to accept most economically advantageous tender to construct new school accommodation for Queensmill ASD School</p> <p>PART OPEN</p> <p>PART PRIVATE Part of this report is exempt from disclosure on the grounds that it contains information relating to the financial or business affairs of a particular person (including the authority holding that information) under paragraph 3 of Schedule 12A of the Local Government Act</p>	<p>Cabinet Member for Children's Services</p> <hr/> <p>Ward(s): Wormholt and White City</p> <hr/> <p>Contact officer: John Brownlow Tel: 020 8753 john.brownlow@lbhf.gov.uk</p>	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.

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		1972, and in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.		
Cabinet	13 May 2013	Notification for the decision on award of contract To agree access to a framework agreement that is being prepared by West London Alliance (on behalf of RBKC, LBHF, WCC and six other local authorities) to engage a number of independent fostering agencies to provide foster placements to looked after children at a better price than is available through spot purchasing, which is the current arrangement for procuring these placements.	Cabinet Member for Children's Services	A detailed report for this item will be available at least five working days before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
	Reason: Affects more than 1 ward		Ward(s): All Wards	