h&f
the low tax borough

London Borough of Hammersmith & Fulham

Cabinet

Agenda

MONDAY
22 JULY 2013
6.00 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
Councillor Georgie Cooney, Cabinet Member for Education

Date Issued
12 July 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

PUBLIC NOTICE

The Cabinet hereby gives notice of its intention to hold part of this meeting in private to consider items (23-29) which are exempt under paragraph 3 of Schedule 12A to the Local Government Act 1972, in that they relate to the financial or business affairs of any particular person, including the authority holding the information.

The Cabinet has received no representations as to why the relevant part of the meeting should not be held in private.

Members of the Public are welcome to attend.
A loop system for hearing impairment is provided, together with disabled access to the building

DEPUTATIONS

Members of the public may submit a request for a deputation to the Cabinet on non-exempt item numbers **4-20** 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 17 July 2013.**

COUNCILLORS' CALL-IN TO SCRUTINY COMMITTEES

A decision list regarding items on this agenda will be published by **Wednesday 24 July 2013.** Items on the agenda may be called in to the relevant Scrutiny Committee.

The deadline for receipt of call-in requests is: **Monday 29 July 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 29 July 2013.**

London Borough of Hammersmith & Fulham

Cabinet
Agenda

22 July 2013

Item **Pages**

1. MINUTES OF THE CABINET MEETING HELD ON 24 JUNE 2013 1 - 9

2. APOLOGIES FOR ABSENCE

3. DECLARATION OF INTERESTS

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.

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.

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.

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.

4. DATA CENTRE MIGRATION 10 - 16

5. PROPOSAL FOR THE NEXT PHASE OF TRI-BOROUGH CORPORATE SERVICES 17 - 27

6. TELEPHONY - OPENSCAPE: RESILIENCE AND UPGRADE 28 - 36

23. **EXCLUSION OF PRESS AND PUBLIC**

The Cabinet is invited to resolve, under Section 100A (4) of the Local Government Act 1972, that the public and press be excluded from the meeting during the consideration of the following items of business, on the grounds that they contain the likely disclosure of exempt information, as defined in paragraph 3 of Schedule 12A of the said Act, and that the public interest in maintaining the exemption currently outweighs the public interest in disclosing the information.

24. EXEMPT MINUTES OF THE CABINET MEETING HELD ON 24 JUNE 2013 (E)

25. DATA CENTRE MIGRATION : EXEMPT ASPECTS (E)

26. TELEPHONY - OPENSCAPE : RESILIENCE AND UPGRADE - EXEMPT ASPECTS (E)

27. TRI-BOROUGH PASSENGER TRANSPORT SERVICE FOR CHILDREN AND ADULTS : EXEMPT ASPECTS (E)

28. RELOCATION OF HAFAD TO EDWARD WOODS COMMUNITY CENTRE AND RELATED REFURBISHMENT REQUIREMENTS : EXEMPT ASPECTS (E)

29. REMOTE MONITORING, MONITORING/REPORTING AND COMMUNICATION FOR PASSENGER LIFTS WITHIN HOUSING PROPERTIES : EXEMPT ASPECTS (E)

30. HOUSING DEVELOPMENT PROGRAMME - SALE OF LAND ADJACENT TO 215 HAMMERSMITH GROVE (VERULAM HOUSE ESTATE) : EXEMPT ASPECTS (E)

London Borough of Hammersmith & Fulham

Cabinet

Minutes

Monday 24 June 2013

PRESENT

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
Councillor Georgie Cooney, Cabinet Member for Education

233. MINUTES OF THE CABINET MEETING HELD ON 13 MAY 2013

RESOLVED:

That the minutes of the meeting of the Cabinet held on 13 May 2013 be confirmed and signed as an accurate record of the proceedings, and that the outstanding actions be noted.

234. APOLOGIES FOR ABSENCE

There were no apologies for absence.

235. DECLARATION OF INTERESTS

Disclosures of precuniary interests were received from Cllr Mark Loveday and Cllr Andrew Johnson with regard to agenda item 9 as they were both private tenants of Council garages. Both Members left the room for the duration of the item.

236. PREVENT DELIVERY – DELEGATED AUTHORITY

RESOLVED:

That delegated authority be given to the Executive Director of Finance and Corporate Governance, in consultation with the Leader and the Cabinet

Member for Residents Services, to sign off the use of external funding by the Home Office allocated to the borough for the Bi-borough's Prevent Programme across 2013/14 - 2015/16.

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.

237. TRIBOROUGH CARERS SERVICES - CONTRACT AWARD

RESOLVED:

1. That approval be given to award contracts for lot 1a, lot 1b and lot 2 to the following providers:

Lots	Service	Required by	Provider
Lot 1a	Carers' Advice, Information, Advocacy and Support Service	City of Westminster	Carers Network Westminster
Lot 1b	Carers' Advice, Information, Advocacy and Support Service	London Borough of Hammersmith and Fulham	Carers Network Westminster
Lot 2	Young Carers' Service	City of Westminster, London borough of Hammersmith and Fulham, and the Royal Borough of Kensington and Chelsea.	Spurgeons

2. That the Tri Borough Executive Director of Adult Social Care be authorised to negotiate any variations to the contracts prices that become necessary as a result of changes to the service levels that are required, but not exceeding a total of more than 10% of the contract sums subject to the necessary budget approvals and, in conjunction with the Head of Legal and Democratic Services/Director of Law, be authorised to agree any minor amendments to the contract deemed necessary and to conclude the contract accordingly.

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.

238. AWARD OF CONTRACT FOR HOSPITAL TO HOME AND BEFRIENDING PLUS SERVICES TENDER

RESOLVED:

1. That approval be given to award contracts for Lots 1 and 2 to the following providers:

   Lot 1 – British Red Cross
   Lot 2 – Volunteer Centre Westminster

2. That for Lot 1 the contract value is £164,752 per annum and will run initially for two years (September 2013 – August 2015) with the option to extend the contract for up to 2 additional years and the total contract value including all possible extensions is £659,008, be noted

3. That for Lot 2 the contract value is £49,850 in year one and £50,150 in year two and will run for a total of two years (September 2013 – August 2015) with no option to extend the contract and the total contract value is £100,000, be noted.

4. That the Tri-borough Executive Director Adult Social Care be authorised to negotiate any variations to the contract prices that become necessary as a result of changes to the service levels that are required, but not exceeding a total of more than 10% of the contract sums, subject to the necessary budget approvals and in conjunction with the three boroughs' Legal Services departments be authorised to agree any minor amendments to the contract deemed necessary and to conclude the contract accordingly.

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.

239. HOUSING DEVELOPMENT PROGRAMME BUSINESS PLAN 2013 - 17

RESOLVED:

1. That the progress with the three main strands of direct housing development currently being pursued by the Council, set out in section 5 of the report, be noted.

2. That approval be given to the Housing Development Programme Business Plan for the period 2013-2017 (appended), based on the Hidden Homes, New Build Innovative Housing (Rational House) programmes, and the additional new build opportunities identified.

3. That approval be given for a budget envelope of £30.3m for the period 2013-2017, to be partially funded from the decent neighbourhoods fund and partially funded by sales receipts received throughout the development programme.

4. That approval be given to a peak funding requirement from the decent neighbourhoods fund for the whole programme (rolling up in this the previous approvals for Hidden Homes and the Spring Vale pilot scheme which have already set aside £5.7m) of £15.3m.

5. That approval be given to revenue funding from HRA reserves for 2014/15 of £1.8m and of £0.3m in addition to previous approvals for 2013/14, with the intention that in so far as is possible any Section 106 resources available that can reasonably be applied to the programme will be so applied.

6. That £2.1m of the funding approved by recommendations 3 to 5 above to be designated for the initial feasibility work required to develop sites in this programme and that authority be delegated to the Executive Director of Housing and Regeneration to determine the allocation of this expenditure between individual sites and to appoint the professional teams to carry out this work.

7. That the proposed delivery mechanism to undertake developments directly within the Council, rather than the Local Housing Company SPV, based on the updated legal and financial advice, as set out in section 7 of the report, be approved.

8. That the proposed Scheme of Delegation for further funding and scheme approvals, as set out in section 7 of the report within the budget envelope and resources set by recommendations 3, 4 and 5, be approved.

9. That the annual updating of the Business Plan and the proposed quarterly reporting cycle to the HFBB and Members, as set out in section 7 of the report, be approved.

10. That the Executive Director of Housing and Regeneration be authorised to negotiate and enter into contract for a £2.7m grant from the Mayor's Housing Covenant.

11. That authority be delegated to the Cabinet Member for Housing, in conjunction with the Executive Director of Housing and Regeneration, to appoint professional teams as necessary to facilitate delivery of the programme, following completion of necessary procurement processes.

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.

240. EARLS COURT REDEVELOPMENT : EARLS COURT AND WEST KENSINGTON LOCAL LETTINGS PLAN

RESOLVED:

That the Earls Court and West Kensington Local Lettings Plan, annexed to this report at Appendix 1, 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.

241. HOUSING REVENUE ACCOUNT PARKING AND GARAGE STRATEGY

RESOLVED:

1. That the outcome of the formal section 105 consultation with residents on parking and garage options, be noted.

2. That the new management arrangements for garages including a new charging policy for garages, which will set a monthly flat fee for garage rent, and advance payment only (three months in advance), as set out in paragraphs 6.8 to 6.14 of the report, be approved.

3. That the introduction of a policy for redevelopment, disposal, investment and change of use of garage sites as set out in paragraph 6.13 of this report and Appendix 1, be approved.

4. That the progress and on-going review of parking control options be noted and that approval be given to the concept that all those that wish to park on HRA housing estates or land must pay a flat fee annual charge to do so.

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.

242. CHANCELLORS ROAD STREETSCAPE IMPROVEMENTS

RESOLVED:

That approval be given to carry out consultation on the scheme and (subject to a positive response and receiving s106 funding from the developer) to implement it, at a total cost of £300,000.

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.

243. FORWARD PLAN OF KEY DECISIONS

The Forward Plan was noted.

244. 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)] as defined in paragraph 3 of Schedule 12A of the Act, and that the public interest in maintaining the exemption currently outweighs the public interest in disclosing the information.

[The following is a public summary of the exempt information under S.100C (2) of the Local Government Act 1972. Exempt minutes exist as a separate document.]

245. EXEMPT MINUTES OF THE CABINET MEETING HELD ON 13 MAY 2013 (E)

RESOLVED:

That the minutes of the meeting of the Cabinet held on 13th May 2013 be confirmed and signed as an accurate record of the proceedings, and that the outstanding actions be noted.

246. TRIBOROUGH CARERS SERVICES CONTRACTS 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.

247. AWARD OF CONTRACT FOR HOSPITAL TO HOME AND BEFRIENDING PLUS SERVICES TENDER : 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.

248. HOUSING DEVELOPMENT PROGRAMME BUSINESS PLAN 2013 - 17 : 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.

249. AGILISYS CONTRIBUTION TO THE COUNCIL'S EFFICIENCY CHALLENGE: EXEMPT ASPECTS (E)

RESOLVED:

That the recommendations in the exempt 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.

Meeting started: 6.00 pm
Meeting ended: 6.02 pm

Chairman ....

Agenda Item 4

London Borough of Hammersmith & Fulham

CABINET

22 JULY 2013

DATA CENTRE MIGRATION

Report of the Leader of the Council – Councillor Nicholas Botterill

Open report
A separate report on the exempt part of the Cabinet agenda provides exempt information about the source of savings and the nature of the risks implicit in the present primary data centre.

Classification: For Decision
Key Decision: Yes

Wards Affected: All

Accountable Executive Director: Jane West, Director of Finance and Corporate Governance

Report Author: Howell Huws, Head of Business Technology	**Contact Details:** Tel: 020 8753 5025 E-mail: Howell.Huws@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. H&F's primary data centre is currently hosted in the shared East London Data Centre (ELDC), with a secondary Business Continuity site hosted in Hammersmith Town Hall (HTH). The ELDC is no longer viewed as energy efficient by modern standards, and the lease expires in April 2014. This affords an opportunity for H&F to achieve savings and to move towards the strategic goal of having carbon neutral data centres by relocating these services to industry leading facilities.

1.2. The recommended course of action is a migration of data centre services to two data centres which will deliver real cost savings of £154k and further cost avoidance of £484k over the remainder of the HFBP contract.

1.3. The total project cost for the migration is estimated at £425k, of which HFBP will fund £225k. H&F needs to fund the balance, at a fixed cost of £200k.

2. RECOMMENDATION

2.1. That HFBP be authorised to proceed with a project to migrate the current data centre services from ELDC and HTH to two new data centres, at a cost to H&F of £200k to be funded from the IT Enablers budget.

3. REASONS FOR DECISION

3.1. The proposal to migrate the data centre will deliver a range of benefits for H&F, including:

- securing savings and avoiding cost.
- achieving a near carbon-neutral data centre operation.

Other benefits are set out in the exempt report.

4. INTRODUCTION AND BACKGROUND

4.1. In 2008, the Council moved its data centre operation to the shared ELDC. This virtualised all servers to allow faster recovery when services fail. The cost of that migration from 275 King Street to ELDC involved HFBP staff costs of £800,000 and hardware and infrastructure costs of £1M. The result was a highly resilient, cost-effective and energy-efficient service.

4.2. Subsequently, in 2011 the Council improved its service and continuity by investing £1M in a radically re-engineered service. This provided for 32 first order applications to be recovered within 8 hours in the event of an emergency being invoked. This has given H&F the assurance of continuity of application availability for these first order applications.

4.3. Today, the ELDC is no longer energy-efficient by modern standards. In addition, the Agilisys contract with the existing supplier expires in March 2014. Consequently a decision has to be made as to whether the service remains in ELDC or transfers to another location.

5. PROPOSAL AND ISSUES

5.1. Were H&F to remain in ELDC beyond April 2014, there would be an increase in costs for two reasons:

- Power costs would increase through a new tariff. These costs are estimated at £284k over the remainder of the HFBP contract.
- Rental costs would also increase due to being the sole remaining Agilisys client at ELDC. These costs are estimated at £200k over the remainder of the HFBP contract.

5.2. Both of these costs can be avoided.

5.3. H&F presently pay for power in the HTH computer room, at an estimated cost of £154k[1] over the remainder of the HFBP contract. These costs can be saved.

5.4. The total of both cost avoidance and cost savings is £638,000.

5.5. H&F wish to be energy efficient, and have a strategic goal to be as near carbon-neutral as possible in their data centre operations. The present data centre is not energy efficient, and has a PUE[2] of 1.75. Whilst true carbon neutral data centres (PUE 1.0) are not currently available, this proposal will achieve near-carbon-neutral operation (PUE 1.17) and a 39% reduction in power consumption.

5.6. The server infrastructure in ELDC is end-of-life. There is therefore an opportunity to further H&F's infrastructure free strategy by migrating to a new infrastructure as a service (IaaS) commodity model, removing the need for major capital investment.

6. OPTIONS AND ANALYSIS OF OPTIONS

6.1. Three options were considered.

1. Refresh the end-of-life infrastructure, but remain in ELDC and HTH
2. Migrate to Infrastructure as a Service (IaaS) in new Agilisys data centres
3. Migrate to Tri-borough data centre service tower resulting from the current procurement

6.2. The pros and cons of each are listed below.

Option	Pros	Cons
1 – Refresh end-of-life infrastructure, but remain in ELDC and HTH	Refreshed hardware	• Exposure to potentially large unknown operational costs due to lease renegotiation • Cannot realise savings • Cannot realise energy efficiency objectives • Continued risk referred to in the exempt report

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[1] The power consumption of the Town Hall computer room is known to be 42.58kW (based on a recent reading on the UPS). Using an industry average cost of power of £0.16 per kWh, this gives a total annual cost of £59,680.

[2] PUE: Power Usage Effectiveness is a measure of how much energy is spent on cooling as opposed to processing. A PUE of 1.0 is carbon-neutral, with no external energy required to cool the facility

Option	Pros	Cons
2 – Migrate to Infrastructure as a Service (IaaS) in new Agilisys-managed data centres	• Known costs of transition and operation • Cost savings • Cost avoidance • Removal of risk referred to in the exempt report • Fits H&F IT strategy of being infrastructure free • Fits H&F strategy for migrating to near-carbon-neutral data centres • Easy to migrate onwards to another provider (e.g. Tri-borough)	
3 – Migrate to Tri-borough data centre service tower	• Removal of risks referred to in the exempt report. • Fits H&F IT strategy of being infrastructure free	Too many unknowns in the tri-borough procurement at this point, ie • cost • supplier • design • carbon reduction • timescale

6.3. Remaining in ELDC (Option 1) is not recommended due to its prohibitive cost and the lack of green benefits.

6.4. Moving to a tri-borough solution (Option 3) would be attractive were the costs known and the timing better, ie. sufficient to create a compelling business case. The Tri-borough procurement currently underway will not make a recommendation as to supplier till January 2014, with a transition no sooner than October 2014. This option also carries a risk that it may not be possible or it may be higher risk even if possible to migrate to the new solution at the same time as WCC, who will be looking to migrate during the first 9 months of the contract. At this stage, therefore, Option 3 is not considered a viable option.

6.5. The recommendation to Cabinet is to adopt the commodity or Infrastructure as a Service (IaaS) option (Option 2). This delivers the greatest benefits in the short term, while supporting H&F's longer term strategies. Post 2016, this Council intends to take advantage of the Tri-borough IT Procurement currently underway. Among other things, this will provide new data centre services in the cloud.

6.6. No other Data Centre solutions have been evaluated as there is already a Tri-borough IT Procurement in play which will cover the longer-term Data Centre strategy. This project supports that strategy by providing an interim service that can be moved relatively easily to another supplier if required, while providing H&F with an immediate solution for replacing end of life hardware and achieving substantial savings over the remaining 2.5 years of the HFBP contract.

7. BENEFITS

7.1. Option 2 will deliver:

- Cost savings and cost avoidance, as set out in the exempt report over 2½ years, the remainder of the HFBP contract
- Near-carbon-neutral data centre operation (PUE 1.17), and a 39% reduction in power consumption
- Avoidance of capital costs replacing end of life equipment in ELDC
- Future flexibility to increase or reduce usage and costs to suit demand

7.2. This option builds upon the Council's previous investments:

- The move to the ELDC which delivered a virtualised and resilient service, simplifying server configuration.
- The business continuity solution which provided a highly resilient and guaranteed service for the 32 first order applications.
- The Storage as a Service (StaaS) development currently underway replacing existing storage devices and enabling significant reductions in the cost of storage. Most of the funds for this investment were provided by HFBP.

7.3. This approach means that a service which previously cost £800k to move (at the same time as performing a £2M upgrade) will, this time, cost £425k.

7.4. HFBP are contributing more than half of the project cost, ie £225,000.

7.5. H&F's investment will be £200k on a fixed price basis.

8. COSTS AND SAVINGS

8.1. These are set out in the exempt report.

9. TIMESCALE

9.1. The recommended option will take 6 months, and will proceed according to the following timescale:

Milestone	Date
Planning and design completed; project start	September 2013
Migration of services	February 2014
Decommissioning	March 2014
Gradual cutover and final go-live	March 2014

10. EQUALITY IMPLICATIONS

10.1. There is considered to be little or no impact on equality as a result of the issues in this report.

10.2. Implications verified/completed by: (Carly Fry, Equalities Officer, ext. 3430).

11. LEGAL IMPLICATIONS

11.1. There are no direct legal implications for the Council as the Council's IT requirements are provided by HFBP under a service contract dated 1 November 2006 (the "IT Service Contract"). Under the IT Service Contract, HFBP contracts directly with third party suppliers for the provision of IT services to the Council.

11.2. Implications completed by: Catherine Irvine, Senior Solicitor (Contracts) telephone 020 8753 2774.

12. FINANCIAL AND RESOURCES IMPLICATIONS

12.1. The proposed migration will require upfront investment of £425k of which the Hammersmith and Fulham contribution will be £200k. This will be funded from the IT Enablers revenue budget. The migration will deliver cost savings and cost avoidance of £0.638m over the next 2.5 years.

12.2. Implications verified/completed by Andrew Lord, Head of Strategic Planning and Monitoring, Ext 2531.

13. RISK MANAGEMENT

13.1. These are in the exempt report

14. PROCUREMENT AND IT STRATEGY IMPLICATIONS

14.1. There are no procurement related issues as the recommendations contained in this report relate to an order to be placed under the contract with the Council's strategic IT Partner.

14.2. Implications verified/completed by: Mark Cottis, e-Procurement Consultant, 020 8753 2757.

14.3. Post 2016, the longer-term Data Centre strategy is to take advantage of the Tri-borough IT Procurement for data centre services. This project supports that strategy.

14.4. Implications verified/completed by: Jackie Hudson, Director for procurement and IT strategy and tri-borough ICT lead advisor, 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.	IT strategy - getting the basics right IT infrastructure renewal	Jackie Hudson ext 2946	FCS SmartSpace
2.	Agilisys contribution to the council's efficiency challenge	Jackie Hudson ext 2946	FCS SmartSpace
3.	Tri-borough ICT Strategy for 2012-2015	Jackie Hudson ext 2946	FCS SmartSpace
CONTACT OFFICER:		**NAME:** Jackie Hudson	**EXT.** 2946

Agenda Item 5

h&f the low tax borough	**London Borough of Hammersmith & Fulham** **CABINET** **22 JULY 2013**

PROPOSAL FOR THE NEXT PHASE OF TRI-BOROUGH CORPORATE SERVICES

Report of the Leader of the Council – Councillor Nicholas Botterill

Open Report

Classification - For Decision

Key Decision: Yes

Wards Affected: None

Accountable Executive Director: Jane West, Director of Finance and Corporate Governance

Report Author: Matthew Miles – Tri-Borough Corporate Services Portfolio Manager	**Contact Details:** Tel: 020 8753 5989 E-mail: matthew.miles@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. The Tri-Borough corporate services programme has been successfully working for over a year to bring together services across the three councils in order to deliver savings and to oversee the procurement of Managed Services and TFM. It is on track to deliver its savings targets.

1.2. However, it is recognised that much still needs to be accomplished and that further to successful mobilisation and a number of successes, the programme is now in a more complex delivery phase.

1.3. This paper outlines a proposal for the next phase of Tri-Borough Corporate Services and the resourcing required to deliver these ambitions.

2. RECOMMENDATIONS

2.1. That expenditure of £142,706 be approved for Hammersmith and Fulham's contribution to the cost of the Tri-borough Corporate Services programme for one year (to July 2014), to be funded from the Efficiency Projects Reserve.

3. REASONS FOR DECISION

3.1. Funding for the current structure of the Corporate Services Programme is due to cease. Approval is requested for a new model of programme support that enables the three councils to agree the future direction of corporate services whilst providing a robust means of managing a variety of complex delivery programmes.

4. INTRODUCTION AND BACKGROUND

4.1. Since its inception, the corporate services programme has successfully delivered a number of Tri-Borough initiatives. In particular the programme has:

- Procured and commenced the implementation of the Managed Services framework contract
- Procured and signed the TFM Contract and commenced mobilisation
- 'Gone live' for Tri-borough Innovation and Change Management, Bi-borough Audit and Anti-Fraud and Bi-borough Procurement services;
- Agreed a Tri-borough Procurement protocol to increase the efficiency of decision making
- Delivered a Tri-borough ICT Strategy and infrastructure to support Tri-borough working
- Issued the Invitation to Tender for a Tri-Borough framework agreement for ICT and progressed the development of an operating model for retained and client ICT services
- Completed the ICT Enterprise Architecture blueprint design exercise (Fordway) and now preparing a series of business cases to seek cost savings from ICT infrastructure

4.2. Four of the programmes within the overall programme have had their own support, in addition to the Corporate Services programme resources. For Managed Services, the ICT procurement and TFM this is quite extensive and for the main ICT programme this has been simply an additional programme manager. Funding for these additional programme support resources has already been secured, business case by business case. As a result of these robust programme resources, the programme is currently on-track to deliver against its savings targets.

4.3. Under the current arrangements, Tri-Borough corporate services is responsible for co-ordination between the various corporate services programmes and for reporting to the Corporate Services Board and Members. The primary accountability for the successful delivery of each individual programme or project rests with the sponsoring board member and their programme teams. Under the proposed new structure, this arrangement would continue.

4.4. However, the nature of the programme has changed as it has progressed. Corporate Services workstreams could previously be run on a relatively isolated basis and facilitated using consultancy skills and resources. As the workstreams have moved from procurement towards implementation, the programme has generated significantly greater levels of complexity and interdependency between its workstreams.

4.5. As a result, the programme currently exhibits the following risks:

- The potential that the four core programmes of activity will not deliver all that is expected of them as a result of insufficient resource to handle the complexities involved across Reporting, Benefits, Dependencies, Planning, Risk Management, Communications and so on
- Day-to-day issues across the different programmes are not addressed as they arise due to a lack of capacity within the programme
- The potential that some programmes will not deliver over the coming year as a result of a lack of structured programme management techniques
- The programme does not deliver against the expectations of (internal) customers of corporate services due to the lack of a shared goals for corporate services
- Programme teams across the three councils may not develop appropriate team behaviours and decisions may not be made in a timely fashion as a result of different values and objectives

4.6. It is therefore proposed to create a stronger core to the corporate services programme. The aim is to ensure that a balance is made between defining the overall objectives of Tri-Borough corporate services whilst ensuring that sufficient day-to-day progress is made on more practical and operational matters. Three key changes are recommended.

4.7. First, it is proposed that the programme enables greater strategic alignment and shared goals between participants. It is therefore proposed to create a corporate service ‘blueprint’ that outlines how corporate services will support its customer in the future and which provides direction and strategic context for the individual workstreams.

4.8. Second, it is proposed that the programme would benefit from a greater level of cultural alignment. The intention is to ensure that there is sufficient commitment and communication of the changes together with behaviours that reflect the desire for success at all levels of corporate services.

4.9. Third, it is proposed that a greater emphasis is placed upon structured programme management in order to manage the complexity of the programmes involved and the dependencies between them.

4.10. As a result of these changes, it is proposed to recognise Tri-Borough Corporate Services as a portfolio of programmes and projects rather than simply as a programme.

5. PROPOSAL AND ISSUES

Scope of Corporate Services Portfolio

5.1. The scope of the programme is proposed to include the following programmes and business change projects.

Programme/ Project	**Description**	**Lead Council**	**Savings Target**
Delivery Programmes			
ICT Infrastructure	Covers the implementation of a series of strategic infrastructure projects.	H&F	£3m
ICT Procurement	The procurement of a Tri-Borough framework for ICT services	WCC	
TFM	Covers the implementation of the new Total Facilities Management contract	RBKC	£2m
Managed Services	Implementation of transactional HR/Finance services plus procurement of remaining lots.	WCC	£5.7m
Working from Anywhere	Implementation of new ways of working to provide more flexible resource management.	H&F	TBC
Property and Asset Mgmt	Covers the design of a property TOM and the implementation of strategic property options with other associated projects	H&F	£1m
Business Change Projects			
Retained ICT	Design and creation of a single TOM for the ICT service	H&F	TBC
Strategic HR	Construction and implementation for case management support (excl. Managed Service)	H&F	£0.2m
Legal Services	Implementation of improved case management and structural changes. Could be Tri-Borough.	RBKC	£0.3m
Revenues	Development and implementation of a Target Operating Model for the Bi-Borough revenues service.	RBKC	TBC
Fraud	Covers the development of a mixed economy Fraud service. Could be Tri-Borough.	RBKC	TBC
Customer Services	Covers the development of bi-borough customer services function post the existing contractual arrangements (2014).	H&F	TBC

5.2. Delivery programmes are those workstreams that are complex, often have supplier relationships, hold a significant savings target and require dedicated programme management and/or programme teams. Although accountability for the delivery of the change rests with the individual programme, they require support from the corporate services portfolio to ensure that dependencies between programmes are managed and that they progress in a manner consistent with the overall objectives for Tri-Borough Corporate Services.

5.3. Business Change projects are those workstreams that can be designed and implemented using existing service structures and require facilitation and guidance in the use of business change methodologies. For these projects, the corporate services portfolio will take a more traditional approach to programme management.

5.4. In addition to the above services, it is proposed that a pipeline of services will be created for future inclusion within the scope of the programme. These could, for instance, include Tri-borough Anti-Fraud or Internal Communications as well as potentially centralising elements of corporate services that are currently devolved to departments.

Portfolio Activities

5.5. The portfolio will undertake a series of activities to co-ordinate between the above programmes and projects of change and to ensure that they meet Tri-Borough objectives.

Activity	Description
Management of Business Change Projects	▪ The programme will undertake programme management of individual corporate services business change projects (named above) ▪ The work will include facilitation and guidance in the use of the existing Target Operating Model methodology ▪ The business change projects will be resourced through service staff with supplementary use of the ICM team agreed through separate business cases
Portfolio Dependencies	▪ Construction of initial high level dependencies between programmes and projects ▪ Identification of where resource capacity problems exist ▪ Identification of the impact of dependencies – both individually and collectively to customers across the portfolio ▪ On-going monitoring of dependencies between programmes and business change projects and seeking resolution of dependencies
Programme Support	▪ Encouraging the adoption of project/programme management disciplines within projects and programmes ▪ Active monitoring of key programme risks and issues ▪ Establishment and tracking of a milestone plan across all programmes ▪ Tracking the realisation of financial and customer benefits across the portfolio

Tri-Borough Corporate Services Blueprint	▪ Create an outline model for how Tri-Borough Corporate Services will support its (internal) customers in the future ▪ Engage services in the design of the blueprint ▪ Develop design principles for Tri-Borough Corporate Services ▪ Establish the case for change and supporting narrative that explains the reasons for change ▪ Establish case-studies of other similar initiatives across Public and Private Sectors – enable conversations where appropriate ▪ Establish the appropriate split between Strategic, Advisory and Transactional corporate services ▪ Create options for the commercial model for relevant services ▪ Develop pipeline of future corporate services transformation ▪ Provide the high level phasing for the transformation of corporate services
Cultural Alignment	▪ Work with the councils to create a customer focused culture ▪ Run workshops with the aim of creating a collaborative working environment at all levels of corporate services ▪ Creating a collaborative environment amongst programmes and projects ▪ Assessing the organisational commitment and capacity to absorb the change (both for customers and staff) ▪ Creating champions for the programme within departments and communicating the benefits of the change
Voice of the customer	▪ Ensure that customer priorities and feedback are incorporated into the design of corporate services ▪ Run the annual voice of the customer survey ▪ Interview key stakeholders ▪ Agree improvement actions and facilitate implementation within programmes
Reporting to programme board and members	▪ Create a simplified and rationalised reporting structure across councils ▪ Report to Corporate Services Members Board ▪ Report to Corporate Services Programme Board ▪ Feedback to programmes on decisions
Communications and Stakeholder Engagement	▪ Engagement with (internal) customers and other stakeholders ▪ Create an overall communications plan across Tri-Borough Corporate Services ▪ Ensure co-ordination of messages and target audiences ▪ Provide overall corporate services communications ▪ Undertake communication activity for business change projects (nb programmes undertake their own communications)

Portfolio Roles

5.6. A number of key portfolio roles are required in order to adequately manage the portfolio. These are to be resourced through a combination of internal and external positions.

Role	Internal or External	FTE	Responsibilities
Portfolio Manager	Ext	1.00 FTE (5 Days Per Week)	▪ Overall management of portfolio ▪ Works with workstreams and customers to ensure delivery of expected outcomes of Tri-Borough Corporate Services ▪ Seeks to resolve issues and problems that inhibit progress across workstreams as they arise ▪ Management and reporting to senior stakeholders/attendance at boards ▪ Primary link with significant programmes (Managed Services, Working From Anywhere, Property Programme, TFM, ICT) ▪ Advocate for Tri-Borough Corporate Services ▪ Managing pipeline of services joining programme ▪ Managing regular status meetings with workstreams ▪ Handling significant risks/issues ▪ Facilitates role of the Business Design Authority for the programme
Business Change Delivery Lead	Int	0.5 FTE (2.5 Days Per Week)	▪ Day to day management and co-ordination across business change workstreams (e.g. Legal, Revenues, Fraud, ICT TOM etc.) ▪ Undertaking a business impact assessment across programmes and projects to determine customer capacity and capability to absorb the change ▪ Embedding business change disciplines in projects/programmes ▪ Working with business change consultants to ensure projects deliver their intended outcomes ▪ Other aspects of the role of the portfolio manager as agreed on a case by case basis
Blueprint Design	Int	0.4 FTE (fixed period of 5 months)	▪ Agree case for change for Tri-Borough Corporate Services ▪ Construction of design principles ▪ Agreement upon key constructs of the blueprint (e.g. commercial model, standard process, organisational design principles, business partners etc.) ▪ Obtain case studies of practice in other organisations e.g. outcomes / lessons learned ▪ Potentially arrange site visits or visits from

			other organisations ▪ Run a series of workshops with Steering Board to agree key elements of blueprint ▪ Run workshops with key stakeholders (staff and customers) to ensure blueprint incorporates their priorities ▪ Agree the 'stepping stones' and phases to the end vision ▪ Development of corporate services blueprint ('storyboard' not long written report)
Comms Co-ordinator	Int	0.3 FTE (1.5 days per week)	▪ Identify stakeholder groups and communications plan ▪ Co-ordinate across corporate services programmes and projects to ensure consistency of messages and timing to stakeholder groups ▪ Issue monthly communications from the programme
Programme Support Manager	Ext	1.0 FTE	▪ Embedding project/programme management disciplines in projects and programmes – ensuring projects and programmes are suitably planned and resourced ▪ Day to day management of key risks/dependencies upon programmes and actions to resolve ▪ Developing and maintaining a milestone plan across programmes ▪ Co-ordination change control process ▪ Co-ordination of planning and dependencies ▪ Handling programme reporting ▪ Co-ordination of risks/issues – setting framework and ensuring complete ▪ Reporting benefits (financial and customer)

5.7. Please note that the above resources exclude those that are necessary to run or facilitate individual programmes (e.g. the programme managers for ICT infrastructure or property) as well as any support associated with facilitating business change projects (e.g. organisational development). The need for these resources will be established on a case by case basis.

6. OPTIONS AND ANALYSIS OF OPTIONS

6.1. A number of options were considered prior to proposing the one contained within this paper.

6.2. Option 0 considered suspending the Corporate Services in order to allow further time to consider the most appropriate next step. This reduced the cost of running the portfolio but would not allow adequate management or oversight of the Tri-Borough programmes in the meantime and would limit the savings available. For these reasons it was discounted.

6.3. Option 1 covered continuing the current arrangements as a more facilitative programme that primarily offers consultancy and programme assurance. This would reduce the costs slightly but does not recognise the change in the nature of Tri-Borough programmes, the risks that it faces from inter-dependencies or the expectations that are placed upon it. For these reasons it was discounted.

6.4. Option 2 is the option proposed within this paper and suggests moving to portfolio management in order to more appropriately resource Tri-Borough Corporate Services and to manage a complexity of different programmes with a greater emphasis upon developing shared goals and objectives.

6.5. Option 3 considered centralising Programme Support across the various Tri-Borough programmes. This option would the most cost-efficient of all the options and could also assist to provide a sense of urgency and focus amongst the projects and programmes. However, this option would increase the level of bureaucracy, would restrict ownership of changes by individual services and would also bring the risk of creating a 'single point of failure' for the delivery of Corporate Services savings. For these reasons it was discounted.

7. CONSULTATION

7.1. There is no legal requirement to consult with the public. Single, bi and tri-borough services (the 'customers' of Corporate Services) have been consulted upon the proposals within this paper through their membership of the officer-led corporate services programme board and the business board.

8. EQUALITY IMPLICATIONS

8.1. There is considered to be little or no impact on equality as a result of the issues in this report. Equality Impact Assessments are completed as part of the work undertaken by individual projects and programmes within the Tri-Borough Corporate Services portfolio.

9. LEGAL IMPLICATIONS

9.1. There are no direct legal implications in this report. Legal implications will be completed as part of the work undertaken by individual projects and programmes within the Tri-Borough Corporate Services portfolio.

9.2. A separate authority to enter into Bi and Tri-Borough legal agreements has been agreed for a range of Corporate Services following the decision of the three authorities' Cabinets in June 2011.

9.3. Implications provided by Tasnim Shawkat, bi-borough Director of Law, tel. 020 8753 2700.

10. FINANCIAL AND RESOURCES IMPLICATIONS

10.1. The significant programmes (ICT Infrastructure, ICT Procurement, TFM, Managed Services) each have their own separate business case and associated costs. They are not included within the financial and resource implications of this paper.

10.2. However, it is expected that the Tri-Borough Corporate Services Portfolio will continue to support such programmes and that they will gain enhanced benefit from the structure proposed within this paper.

Savings

10.3. Excluding the programmes named above, the following savings have been achieved in 2012/13 or represent planned savings in 2013/14.

	2012/13 Annual Savings (£000s)	2013/14 Annual Savings (£000s)
Finance	£110	£0
HR	£102	£0
Legal	£50	£50
Audit	£0	£130
ICM	£0	£214
Insurance	£65	£40
Total (All Councils)	**£327**	**£434**

10.4. The figures above represent savings across all three councils. Of these totals, Hammersmith and Fulham achieved £170k savings in 2012/13 and will achieve £354k savings in 2013/14.

10.5. These savings are annualised and are gained in perpetuity - for every year that budgets remain reduced.

10.6. In addition, savings will be available through the inclusion of further services within the corporate services portfolio. These include retained ICT, Strategic HR, Legal Services, Revenues, Fraud and Customer Services. Business cases and targets will be developed for these savings as part of the initial work on these projects.

Costs

10.7. The cost of the programme for twelve months (to July 2014) is outlined below.

	Int / Ext	**Daily Cost**	**Days**	**Cost (£)**
External Spend				
Portfolio Manager	External	£678	231	£156,618

Programme Support Manager	External	£500	231	£115,500
Maximum Backfill Costs				
Communications	Internal	£500	72	£36,000
Blueprint Design	Internal	£600	100	£60,000
Change Delivery Lead	Internal	£500	120	£60,000
Total External				£272,118
Maximum Backfill costs				£156,000
Total Cost				**£428,118**

10.8. Backfill costs are included for those staff who, if they were not working upon Tri-Borough Corporate Services, could otherwise have been resourced upon alternative projects. An allowance has been made for the extra resourcing costs for these staff should it be required and represents a maximum figure that may not need to be utilised.

10.9. The cost of the core team for one year is £428,118 across all Councils (£142,706 per council) which includes an allowance of £156,000 (£52,000 per council) for backfilling internal staff. For H&F, it is proposed that this expenditure is met from the Efficiency Projects Reserve.

10.10. Implications provided by Jane West, Executive Director of Finance and Corporate Governance, tel. 020 8753 1900.

11. RISK MANAGEMENT

11.1. Risk Management will form an inherent part of the means by which the portfolio will operate. This includes maintaining risk logs for each project and programme as well as for the overall portfolio. Risks will be reported to the officer-led board as well as with the member's steering group as appropriate.

12. PROCUREMENT AND IT STRATEGY IMPLICATIONS

12.1. There is no direct procurement or IT Strategy Implications as a result of this paper. Procurement and IT Strategy are projects and programmes that are included within the Corporate Services portfolio. In particular, an IT Strategy has been developed and will be implemented through the development of a series of business cases.

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		

Agenda Item 6

h&f putting residents first	**London Borough of Hammersmith & Fulham** **CABINET** **22 JULY 2013**
TELEPHONY – OPENSCAPE : RESILIENCE AND UPGRADE	
Report of the Leader of the Council – Councillor Nicholas Botterill	
Open Report A separate report on the exempt Cabinet agenda provides exempt information regarding the cost implications of the proposal.	
Classification - For Decision **Key Decision:** Yes	
Wards Affected: All	
Accountable Executive Director: Jane West, Director of Finance and Corporate Governance	
Report Author: Howell Huws, Head of Business Technology	**Contact Details:** Tel: 020 8753 5025 E-mail: Howell.Huws@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. As an early stage of the SmartWorking Programme in 2008, H&F selected the Siemens Openscape telecommunications system as a key technology enabler for the more flexible use of accommodation and working styles. The Openscape solution supports the objectives of the SmartWorking Programme by allowing staff to re-direct phone calls to any extension number, mobile or external telephone number where staff are working, and to hold web conferences to enable virtual collaboration with meeting attendees able to view and update documents simultaneously from multiple locations.

1.2. The solution implemented in 2009 as a pilot for 100 users had a number of resilience features to protect against failure, and was scalable to meet the anticipated needs of being deployed across the whole council. At the time, Siemens were not able to offer a solution that offered full protection against the risk of server failure. After the successful initial pilot, the SmartWorking programme rapidly expanded its deployment to the current position where 2,097 staff across the council depend on its ability to direct calls to where they are working.

1.3. The Council currently spends approximately £140k pa for Openscape support. In common with other business applications, these support charges include the costs of minor upgrades, but major changes require separate funding.

1.4. This proposal will bring H&F's telephony up to the modern standards required to deliver efficient, flexible working. This will support staff to deliver services from the most appropriate location, improving both customer service and value for money eg it will reduce travelling requirements significantly and allow officers to interact with customers wherever they are. It will provide a resilient telephony system that meets requirements for business continuity, operating from a technology base which allows for upgrades and accommodates future expansion of usage eg more tele-conferencing. It will also offer functionality improvements that will assist tri-borough working.

2. RECOMMENDATIONS

2.1. That the proposed upgrade of the Siemens Openscape telecommunications system be commissioned at a cost of £117,435.

3. REASONS FOR DECISION

3.1. Telephony is the most common interface between the Council and its residents. Over 7000 calls are received each day by the Council (excluding those that are dealt with by the Contact Centre). Openscape underpins the Council's telephony. Without it, no calls will be received by Council officers.

3.2. In addition, the Council's SmartWorking has now extended to such an extent that Openscape has become a critical application. Tri-borough working in teams will also be considerably enhanced by the ability to manage incoming calls across a range of internal and external extensions. A significant number of officers now work across sites throughout the Tri-borough office estate,

3.3. It is therefore crucial that the Openscape system is brought within the resilience offered by the Council's business continuity arrangements.

4. INTRODUCTION AND BACKGROUND

4.1. Telephony is the most common interface between the H&F residents and the council. H&F currently utilise the Siemens Openscape Unified Communications (UC) system to ensure staff can respond to the telephone calls and work efficiently. Openscape is instrumental in supporting H&F's SmartWorking programme allowing staff to work from any location, whilst also routing calls from the public to the correct destinations seamlessly to the caller.

4.2. Openscape UC was deployed during 2010 and 2011 and is used by over 2,000 users. Openscape UC enables H&F staff to designate which physical phone they wish to receive their calls on. This allows staff to communicate with colleagues and residents very efficiently from any location. Openscape UC also provides advanced web conferencing facilities (desktop sharing).

4.3. The existing Openscape UC solution is very complicated to support and is operating with out of date software on physical hardware platforms that are reaching end of life. The current version of hardware is not supported by the latest Openscape UC release, which prevents any upgrade of the system. This represents a significant risk to H&F as, if the system were to fail, staff would be unable to pick up their calls.

4.4. In June 2012, the Openscape UC redirection solution failed, with users unable to login to Openscape. As a result, users were unable to receive calls, redirect their phones or pick up voicemail. Effectively H&F staff could not be contacted by phone, either by the public or by other H&F staff. This failure, together with increased dependence on the Openscape UC redirection system as a result of tri-borough working, highlighted the need to improve resilience and business continuity for the Siemens Openscape UC system.

4.5. At the time of the failure, all Openscape users were contacted and asked whether they wanted to provide a default number that could be used to temporarily receive calls whilst the normal service was unavailable. The resulting database of alternative numbers is very incomplete and there is no systematic way of it being kept up to date eg when officers leave and their Openscape numbers are allocated to new starters. This would entail considerable management and staff effort both as a one-off exercise as well for the on-going maintenance of such details for any change in working arrangements.

4.6. This is not a sustainable business continuity option. The Openscape UC redirection solution controls the calls to 2,097 of the 2,500 H&F staff. In the event of a future failure, resident calls will be diverted to predominantly personal mobile numbers where these have been made available. If specific officers are not available the calls will simply be lost. Some calls will go to people who have subsequently left H&F. Even where the default numbers are operable, this would not be able to offset the loss of key team-working functionality allowing calls to be routed to a single line and allowing a number of staff to deal with the calls on rotation.

4.7. The result of another server failure would therefore inevitably be a loss of efficiency and impaired service to the public, as a high proportion of calls from the public could not be answered, and staff would spend a high proportion of their time trying to work out where staff are working today in order to direct the phone to them.

4.8. This is of serious concern to the Council's Service Resilience Group as a failure of this kind might mean that a significant number of staff (potentially 2,097) are unreachable by phone, significantly impacting on the council's ability to serve its residents. Although this impact has been mitigated through the use of a default phone number in the event of such failure, this number is not updated sufficiently frequently to be fully reliable and in any event does not reflect the diverse working arrangements currently in place. Moreover, the wide range of team working arrangements enabled by the Openscape UC redirection solution would be disabled, significantly hampering the ability of H&F staff to respond to public calls directed towards teams rather than individuals.

5. PROPOSAL AND ISSUES

5.1. The Openscape UC redirection solution enables staff to redirect phone calls to any phone. As such, Openscape UC has been instrumental in supporting H&F's SmartWorking programme allowing staff to work from any location and helped to realised significant accommodation savings.

5.2. This redirection facility enables staff and members to redirect external phone calls to any phone, including their own mobile phone or own home as required, without giving this phone number out to members of the public. This reduces the requirement for the Council to provide staff with mobile phones or landlines, and therefore achieves savings for the Council.

5.3. This is taken further in the proposed upgrade with the "soft phone" capability, allowing users to take calls through the computer rather than a phone. This enables staff to use headsets from any location and will further reduce the requirement to issue mobile phones to staff undertaking contact centre activities from out-of-office locations.

5.4. This proposal will provide H&F with a resilient telephony system that meets business continuity requirements operating from a technology base which allows for upgrades and accommodates future expansion of usage eg. more teleconferencing. In particular, the proposal will:

- Upgrade the existing hardware to virtual platforms, offering improved resilience, and also the standard benefit from virtualised platforms of not needing to replace the specific hardware of the core telephony system.
- Replicate the Openscape UC redirection solution at the Council's two data centres, providing full business continuity for this critical service.

- Provide network integration that will enable calls to be routed between H&F and RBKC across existing lines, saving an estimated £5,000 pa on line rental costs, as well as increasing trunk resilience.
- Upgrade the Openscape UC redirection components to current versions, offering a range of improvements in functionality, detailed in the Appendix.

6. OPTIONS AND ANALYSIS OF OPTIONS

6.1. The key options are therefore:

1) Do nothing
2) Upgrade the Openscape UC redirection software only
3) Upgrade the hardware only for the current Openscape UC redirection software
4) Upgrade both the Openscape UC redirection hardware and the software

6.2. These are assessed below:

Option	Pro	Con
1) Do nothing Cost £0k	• No cost • No disruption to users	• Continued risk of failure, with significant adverse impact on service to residents • Current hardware reaching end-of-life, no longer supported, further increasing risk of failure • Failure to converge on ICT Strategy (see below, 12.3)
2) Upgrade software Cost – n/a **Not viable**	• Improved functionality (see Appendix) • Converging ICT Strategy	• Software not compatible with current hardware – **not viable** • Current hardware reaching end-of-life, no longer supported
3) Upgrade hardware Cost - £60k	• Addresses hardware reaching end-of-life	• Existing software cannot operate in resilient mode → continued risk of failure • Failure to converge on ICT Strategy (see below, 12.3)
4) Upgrade both Cost £117k	• Resilient solution • Improved functionality (see Appendix) • Converging ICT Strategy • Addresses hardware reaching end-of-life	• Small amount of disruption to users with new features to learn

6.3. Based on this, HFBP, working with Siemens, have developed the fully resilient option 4 in greater detail, determining the hardware requirements, and the approach for the project that minimises the risks and timescales. H&F will conduct acceptance testing using a selected group of staff from across the business as a pilot, prior to rolling out the solution. H&F will work together with HFBP to test the Business Continuity.

6.4. H&F working with HFBP and Siemens will review the readiness for going live. If H&F agree to proceed then Siemens will move all users to the new solution, rerouting all calls. Following go-live, the option will remain to roll back to the legacy version of the Openscape system will be available for a period of two weeks. If invoked, the rollback would have no impact on the telephony services, the two platforms would run in parallel, and could be switched easily between the two systems, without affecting callers.

6.5. The key milestones for this project are as follows:

Milestone Title	Date
Project starts	22/07/2013
Upgrade to new production environment	28/10/2013
UAT Signed-Off	12/11/2013
Openscape voice and UC redirection version 7 live	18/11/2013

7. CONSULTATION

7.1. H&F have consulted the IT Strategy and Operational Group and the Service Resilience Group.

8. EQUALITY IMPLICATIONS

8.1. There are no direct equality implications arising as a result of the recommendations of this report, but it will mean greater flexibility for staff and will support tri-borough working, which aims to protect front line services. As such the recommendations will have an indirect positive impact on residents.

8.2. Implications verified by: Carly Fry, Innovation and Change, tel 020 8753 3430.

9. LEGAL IMPLICATIONS

9.1. There are no direct legal implications for the purposes of this report.

9.2. Implications verified/completed by: Tasnim Shawkat, Bi-Borough Director of Law, tel: 020 8753 2700

10. FINANCIAL AND RESOURCES IMPLICATIONS

10.1. The costs of £117,436 will be funded from the IT Enablers Fund.

10.2. There are minor savings of £5,000pa in line rental costs between H&F and RBKC plus £1,429pa in server support and maintenance. There will also be operational efficiencies across the council due to the functionality improvements but these are impossible to quantify.

10.3. The main financial benefit is cost-avoidance in relation to the potential additional service delivery costs should there be a total outage of telephony across the council.

10.4. Implications verified by: Andrew Lord, Corporate Strategy and Resources Manager, tel 020 8753 2531.

11. RISK MANAGEMENT

11.1. Openscape is noted on the Council's Enterprise Wide Risk & Assurance Register (Risk Number 6, Business Resilience) as a Corporate risk exposure due to the increased dependency on telephony across and beyond the Three Borough geographical area. Failure of the telephony system may impact on the reputational risk of the council, and the order of magnitude increasing on the period of non-availability. Alternate resilience is deemed as essential to maintain communication with vulnerable clients.

11.2. The proposed work will reduce the current risks posed by the lack of resilience on the part of the Openscape telephony system.

11.3. It will also enable tri-borough teams to operate more effectively, reducing risks arising from not being able to manage workload across the three councils.

11.4. Implications verified by: Michael Sloniowski, Head of Risk Management, tel 020 8753 2587.

12. PROCUREMENT AND IT STRATEGY IMPLICATIONS

12.1. There are no procurement related issues as the recommendations contained in this report relate to an order to be placed under the contract with H&F's strategic ICT provider, H&F Bridge Partnership.

12.2. Implications verified/completed by: Mark Cottis, e-Procurement Consultant 020 8753 2757.

12.3. The upgrade supports the current ICT strategy, as the proposal:

- results in a virtualised service which will provide more resilience and reduce the current infrastructure,
- is part of the telecommunications roadmap to provide a more efficient UC redirection solution,
- reduces the reliance on the out-of-date and expensive Hipath 4000 private automatic branch exchange (PABX) systems (the equipment that acts as the connecting point between the desktop phones and outside world).

12.4. The longer term strategy for H&F is to remove the PABX system at HTH by the end of 2016, gradually replacing the desktop phones with a mix of mobile phones and softphone capability, aligning with WCC and RBKC in having one device per user. The device provided would be based on user need. Removing the HTH PABX system, for which the Openscape upgrade is a critical requirement, is estimated to save £60k pa.

12.5. The Tri Borough telecommunications strategy is currently in the process of being reviewed, but the proposal is not expected to be inconsistent with that strategy. The upgrade to the Openscape voice platform will match the same software level in place at RBKC, and will allow the two systems to communicate more efficiently over the internal voice network.

12.6. Implications verified/completed by: Howell Huws, Head of Business Technology, 020 8753 5025.

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.	IT strategy - getting the basics right IT infrastructure renewal	Jackie Hudson ext 2946	FCS SmartSpace

Appendix: Improvements in functionality

The latest version of Openscape UC redirection offers a number of functionality improvements:

- Improvements for **team working**, including hunt groups and support for tri-borough and public facing team. Where there are tri-borough teams situated at Hammersmith, user team lines are created on the Openscape platform. The current solution is restricted and only allows calls to be routed to H&F physical deskphones. The new solution allows calls to be managed by the teams, routing calls to and enabling hunt groups with any numbers, which could be at Royal Borough of Kensington and Chelsea or Westminster City Council.
- Extending the potential for **tri-borough conferences**. Web conferences enable virtual collaboration with meeting attendees able to view and update documents simultaneously from multiple locations. Such conferences save travel time, especially for senior staff and members increasingly a factor as more teams operate across tri-borough locations. The facility available as a result of the upgrade enables the web conference to be started without requiring an H&F host to initiate the conference, thus further enabling flexible working practices. In addition, Openscape conferences (including desktop sharing) currently have to arranged prior to the call. The new platform will allow staff to activate the conferencing facility during a normal call, by just selecting an icon from the client.
- **Single sign-on** (no separate password for this service)
- **Mobile client**, enabling users to divert calls and set availability using a mobile app rather than having to log-in to the voicemail server. This method is more intuitive and quicker for the end-user. The Openscape mobile app will work with council provided Blackberry mobile phones, although implementation and deployment will be more convoluted than providing the same service to Android-based smart phones or iPhones. This is because of the hierarchy of the Blackberry solution rather than the Openscape solution. The use on the Blackberry will also be less intuitive and efficient compared to other smartphones due to the current design of the Blackberry user interface.
- **Client Integration** – enabling the user to call via any contact, calendar and task entries that contain contact information
- Integration into **social media** streams;
- **Soft phone** availability, allowing users to take calls through the computer rather than a phone, further enabling flexible workstyles by enabling staff to use headsets from any location.

Agenda Item 7

London Borough of Hammersmith & Fulham

CABINET

22 JULY 2013

MICROSOFT LICENSING

Report of the Leader of the Council - Councillor Nicholas Botterill

Open report

Classification: For Decision
Key Decision: Yes

Wards Affected: All

Accountable Executive Director: Jane West, Director of Finance and Corporate Governance

Report Author: Howell Huws, Head of Business Technology	**Contact Details:** Tel: 020 8753 5025 E-mail: Howell.Huws@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. H&F's current Microsoft Enterprise Licence agreement is due for renewal by 30th September 2013. This will involve a re-statement of the number of users for each application type (trueing up) leading to a recalculation of the amount due. H&F Bridge Partnership (HFBP) expect that under the current licence agreement this trueing up will lead to an increase in the overall enterprise agreement price, from £370,000 to £422,414 for 2013-14.

1.2. However, there is an opportunity to migrate to a new Microsoft enterprise agreement framework that will provide greater future flexibility, and reduce annual costs to £374,281 a year for 3 years, plus RPI linked annual increments.

2. RECOMMENDATION

2.1. That HPBP be authorised to contract with Microsoft on behalf of the Council to migrate to the new Microsoft licence agreement from September 2013 for 3 years at a cost of £374,281 pa for 2013-14.

3. REASONS FOR DECISION

3.1. The proposed new Microsoft enterprise agreement framework will provide greater future flexibility, and reduce annual costs to £374,281 a year for 3 years, plus RPI linked annual increments.

4. INTRODUCTION AND BACKGROUND

4.1. The Council uses Microsoft software extensively across the IT infrastructure, including server and desktop based productivity tools used as part of its daily work. The existing Microsoft Enterprise Agreement (EA) was entered into in September 2009 for three years, with options to extend on an annual basis to up to five years.

4.2. This Microsoft enterprise agreement is therefore due for optional renewal in September 2013, at which point the number of staff using each package will be declared (referred to as a ‘true-up / true-down’ process), from which the annual licence cost will be calculated.

Current arrangements

4.3. The current Microsoft EA is a single solution for the Council’s Microsoft products, which enables the Council to access the latest versions of Microsoft products (see Appendix) through an annually renewed subscription model. As well as Microsoft Office, this includes such packages as MS Project and MS Visio, which are used by a smaller number of staff.

4.4. The EA requires a declaration of the number of staff using each of the listed Microsoft packages, a process known as ‘trueing up / down’. The number of declared users for each package is then used to determine the annual licensing charge. Licences are re-used wherever possible, with licences being harvested from staff leaving the Council, and from staff who no longer use or require access to a particular application. This helps to reduce overall licence costs and maximises the value for money from the Microsoft EA.

4.5. Based on the current Microsoft product mix, including all staff using MS Office and additional charges for the known number of users for additional products, H&F Bridge Partnership have calculated that extending the current Enterprise Agreement for another year will incur a charge of £422,414, an increase of approximately £48,500 from the 2012-13 charge.

5. PROPOSAL AND ISSUES

5.1. HFBP expect that under the current licence agreement this trueing up will lead to an increase in the overall enterprise agreement price, from £370,000 to £422,414 for 2013-14. However, there is an opportunity to migrate to a new Microsoft enterprise agreement framework that will provide greater future flexibility, and reduce annual costs to £374,281 a year for 3 years, plus RPI linked annual increments.

5.2. It is therefore recommended that the Council authorises HFBP to contract with Microsoft on behalf of the Council to migrate to the new Microsoft licence agreement from September 2013 for 3 years at a cost of £374,281 pa for 2013-14. The proposed new Microsoft enterprise agreement framework, PSA12, will provide greater future flexibility, and reduce annual costs to £374,281 a year for 3 years, plus RPI linked annual increments. PSA12 pricing has been negotiated by central government and will fix the price for three years.

5.3. The proposal will take the Council through to the end of September 2016, at which point the Council will seek to transition to arrangements under the Tri-borough ICT procurement. These may include consideration of office software from other suppliers. However, the transition costs for moving away from Microsoft are considerable, with training, testing application integration, and reworking complex sets of spreadsheets with macros embedded. As such, it was not considered financially viable to undertake such a move twice in three years (once to the alternate supplier, and then again to the software supported under theTri-borough procurement). This option was therefore not considered further.

5.4. The council has reduced the number of licences in recent years along with the reduction in headcount:

Year	2009/10	2010/11	2011/12	2012/13
Number of logins	3718	3553	3441	3149

5.5. This will include additional licences required since 2011/12 to support tri-borough working. At the same time, the range of licences has increased during the period, with CHS being brought onto the Enterprise Agreement and the virtual desktop requiring additional licences.

5.6. HFBP discussed with Microsoft whether affiliated EA licensing might offer some price advantage by considering a Tri-borough approach to licensing. However this model is only really beneficial to a Council which is collapsing the datacentre down, and looking to run a shared datacentre, with the servers running a shared workload. Whilst this may be the longer term route the Tri-borough Councils are looking to develop, the recommendation from Microsoft is not to go down this road of moving to an affiliated EAP as the benefits will not be realised in the short term.

6. OPTIONS AND ANALYSIS OF OPTIONS

6.1. The current Microsoft EA licensing model was agreed in 2009 but is no longer considered competitive as a result of changes in both the Microsoft licensing pricing model and changes in the H&F use of Microsoft products, particularly in relation to the virtual desktop, including the “Bring Your Own Device” service.

6.2. The optional annual renewal of the current Enterprise Agreement allows the Council an opportunity to consider alternative options for licensing

Microsoft products. HFBP have evaluated three Microsoft licensing models available to the Council to meet their Microsoft product usage:

Option 1 – Continue the existing Microsoft Enterprise Agreement

6.3. The existing Microsoft Enterprise Agreement can be renewed for another year. This will be on the existing terms, and will incur a charge for 2013-14 of £422,414.

Option 2 – Cancel the Microsoft Enterprise Agreement

6.4. The Council could use the annual renewal opportunity to end the Enterprise Agreement with Microsoft, and revert to purchasing separate perpetual licences for the required applications. Perpetual licences will mean that for a one-off cost, the Council will have access to the current version of each application licensed, rather than paying an annual subscription.

6.5. However, perpetual licensing means that the Council will incur additional licence costs whenever it needs to upgrade application versions – these costs are included in the Enterprise Agreement subscription models.

6.6. Additionally, not all of the Microsoft applications currently used can be purchased through perpetual licences, meaning that a core set of applications relating to the new virtual desktop will need to be licenced through an on-going subscription model.

6.7. Ending the current Microsoft Enterprise Agreement and moving to perpetual licensing will cost the Council £859,539, with an additional annual subscription cost of £39,500 for the virtual desktop application licences.

Option 3 – Enter into a new Microsoft EA based on PSA

6.8. The final option is to enter into a new 3 year Enterprise Agreement with Microsoft, based on a new Public Sector Agreement (PSA) framework. This includes prices agreed through central government procurement, including an RPI based annual inflation charge throughout the term of the Microsoft EA.

6.9. The new Microsoft EA will include Software Assurance, which enables the Council to receive application version updates where relevant and needed e.g. to maintain compatibility across tri-borough services.

6.10. As at present, the new Microsoft EA will include an annual true up / true down reconciliation at the agreement anniversary. This will enable the Council to confirm any reduction in the number of staff using any application, and thereby reduce the annual subscription cost accordingly.

6.11. The annual true up/down will also provide the Council with an opportunity to take advantage of new Microsoft product delivery models, including migrating to Office365. The existing licence numbers can be set to zero and any new Office365 licences added in their place.

6.12. Using the new Microsoft Enterprise Agreement will result in a charge for 2013-14 of £374,282

Benefits of Option 3

6.13. Entering into a new Microsoft EA based on the PSA offers a range of benefits:

- A subscription based agreement, providing on-going access to version updates
- Costs spread evenly over the 3 year agreement duration, with RPI based annual increases
- Annual true up/down process to re-align on-going costs based on actual usage, enabling the Council to reduce charge where staff use goes down
- Home Use Program providing Microsoft Office at negligible cost to staff – this provide very useful in enabling staff to get used to the new Office 2010 suite ahead of the migration to Smart Desktops.
- 24/7 support
- Simplified license administration
- 60 day evaluations free of any Microsoft software product

6.14. Option 3 is the solution recommended to Cabinet as it provides significant value for money for the Council compared to both continuing with the current Enterprise Agreement (option 1) or reverting to perpetual licences (option 2).

6.15. Licences for Microsoft Visio and Microsoft Project are 12 month subscriptions under an enterprise agreement. However, licenses can be reassigned during this period. Under Option 3, there are a range of mechanisms to ensure that that the requirement for continued usage is regularly tested, thus enabling licences to be made available to other users rather than purchasing additional licences. These include forcing password reset via the portal to ensure continuation of the service (effectively a sunset clause), and providing quarterly reports to managers for verification of a continued requirement. The council will work with HFBP to deploy appropriate mechanisms to ensure that the minimum number of such licences are purchased, and thus minimum spend.

Timescale

6.16. Microsoft require 60 days' notice from the annual anniversary date to migrate from the current Enterprise Agreement. This requires H&F Bridge Partnership to formally state an intention to migrate to the new Enterprise Agreement by 30th July 2013.

6.17. After this date, the existing Enterprise Agreement will continue for another year, resulting in an increase in the Microsoft licence price of £52,414.

7. EQUALITY IMPLICATIONS

7.1. There is considered to be little or no impact on equality as a result of the issues in this report.

7.2. Implications verified/completed by: (Carly Fry, Equalities Officer, ext. 3430)

8. LEGAL IMPLICATIONS

8.1. The Council’s IT requirements are provided by HFBP under a service contract dated 1 November 2006 (the “IT Service Contract”). Under the IT Service Contract, HFBP contracts directly with software suppliers for the provision of IT software to the Council. There are no legal implications for the Council as HFBP will enter into the new contract with Microsoft.

8.2. Implications completed by: Catherine Irvine, Senior Solicitor (Contracts) tel: 020 8753 2774

9. FINANCIAL AND RESOURCES IMPLICATIONS

9.1. As the proposal contains costs to their current levels, there are no direct financial implications for the purposes of this report.

9.2. Implications verified/completed by: Andrew Lord, Head of Strategic Planning and Monitoring, Phone: 020 8753 2531.

10. RISK MANAGEMENT

10.1. IT Procurement and the purchase of licences is in accordance with the Council's strategic objectives, Internal Procedures and IT Strategy. This ensures that IT software and its usage remains fit for purpose, and that unavailability of data through the deployment of officially licensed products is minimised. This also ensures that Information, data and supporting documentation continue to be held securely, and that access is made by authorised persons. In the event of product failure restoration of business operations is not unnecessarily delayed through purchase of a subscription based agreement, providing on-going access to version and security updates.

10.2. Failure to ensure the estate is appropriately licensed could result in financial and reputational damage to the Council. This is noted on the councils Enterprise Wide Risk and Assurance Register, Risk Number 9 (Maintaining reputation and service standards) and IT Risk Register.

10.3. Implications verified/completed by: (Michael Sloniowski, Bi-Borough Risk Manager, 0208 753 2587)

11. PROCUREMENT AND IT STRATEGY IMPLICATIONS

11.1. There are no procurement related issues as the recommendations contained in this report relate to an order to be placed under the contract with the Council’s strategic IT Partner.

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.	Microsoft Licensing (2009)	Jackie Hudson ext 2946	FCS SmartSpace
2.	IT strategy - getting the basics right IT infrastructure renewal	Jackie Hudson ext 2946	FCS SmartSpace
3.	Workplace strategy	Jackie Hudson ext 2946	FCS SmartSpace
CONTACT OFFICER:		**NAME:** Jackie Hudson **EXT.** 2946	

Appendix - Microsoft products included within Enterprise Agreement

Enterprise Products
- Professional Desktop – Office Professional Plus
- Professional Desktop – Windows OS
- Professional Desktop – Core CAL

Roaming Usage Rights
- Project Pro
- Project Std
- Visio Pro
- Visio Std

Management Tools
- Various technical tools, including the Virtual Desktop application platform

Other Products
- BizTalk Enterprise (interface engine)
- Exchange Server Enterprise (e-mail)
- Exchange Server Standard (e-mail)
- SharePoint Server
- SQL Server Standard Per Processor (database)
- SQL Server Enterprise Per Processor (database)
- Visual Studio Professional with MSDN Premium
- Windows Server Standard
- Windows Server Enterprise
- Windows Server Datacenter
- Windows Server External Connector

Agenda Item 8

h&f putting residents first	**London Borough of Hammersmith & Fulham** **CABINET** **22 JULY 2013**

CITY BRIDGE TRUST - SUCCESSFUL GRANT APPLICATION	
Report of the Leader of the Council: Councillor Nicholas Botterill	
Open Report	
Classification - For Decision Key Decision: Yes	
Wards Affected: (All Wards); All	
Accountable Executive Director: Melbourne Barrett, Executive Director of Housing and Regeneration	
Report Author: Ingrid Hooley, Employment Opportunities Officer, Economic Development, Learning & Skills	**Contact Details:** Tel: 020 8753 6454 E-mail: Ingrid.hooley2@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. The City of London Corporation invited all London Councils, in late December 2012, to submit bids for up to £100,000 to support young people not in education, employment or training (NEET). Key requirements of the bid were to place NEET young people into work, to engage with employers, to provide coaching and mentoring and to deliver the provision through a 3rd sector partner. The bid deadline was the end of January 2013.

1.2. Following consultation with a broad group of 3rd sector partners and given the extremely tight timeline a partnership bid was drawn up with LBHF, Resurgo Trust (Spear) and Westfield Shopping towns Ltd, known as The Creating Pathways Partnership. The Creating Pathways Partnership submitted a bid to the City Bridge Trust and notification has recently been received advising that £100,000 has been successfully awarded.

1.3. The Creating Pathways Partnership is an exemplar partnership between the private, public and 3rd sector, which will drive innovative solutions to long term sustainable employment for NEET young people; provide continuous professional development for management staff and address staff retention issues for employers.

2. RECOMMENDATIONS

2.1. That approval be given for the Council to enter into contract worth £100,000 with The City of London, City Bridge Trust , to deliver support services to NEET young people and their employers with a focus on Westfield London.

2.2. That a service level agreement and delivery plan be established with the Resurgo Trust for the following key outputs:

- 50 NEET H&F young people move into jobs,
- In work coaching and mentoring of the above NEET young people
- Management development coaching and mentoring training to 50 employers in Westfield over the coming 2 years.

2.3. That delegated authority be given to the Executive Director of Housing and Regeneration to contract with the Resurgo Trust on the above basis and oversee programme management and service delivery.

3. REASONS FOR DECISION

3.1. Formal acceptance of the grant offer will enable the establishment of a pioneering strategic partnership between Westfield, local retailers, LBHF/WorkZone, JCP and Resurgo /SpearHead i.e. the Creating Pathways Partnership.

3.2. The grant will fund the partnership's aims to enable more employers to employ local people and offer more apprenticeships to NEET young people from Hammersmith & Fulham; to deliver sustainable and mutually beneficial employment outcomes; to share best practise and; to create a model which can be replicated with alternative employers and delivery partners for multiplied outcomes.

3.3. The grant will integrate with a number of existing initiatives: the Whole Place Community Budget Employability Passport pilot and the JobCentre Plus ambition to develop young people focussed employment support in Shepherds Bush and the White City Community Budget.

4. INTRODUCTION AND BACKGROUND

4.1. The City of London invited all London Councils to submit a bid for up to £100,000 to address the number of young people not in employment education or training in London and place 1,000 of these people into sustainable employment or long term training within the next 2 years across London.

4.2. The bids had to be led by a local authority and delivered through a third sector partner/s, build on existing activities and offer innovative solutions.

4.3. Bid Partners had to be able to show:

- Experience of running a successful work training or apprenticeship scheme for NEETs (16-24 years old);
- Evidence of a track record or success in securing jobs for young people and helping them maintain these jobs for at least a 6 month period;
- Excellent connections with employers;
- Thorough knowledge and understanding of the specific needs of NEETs, and Risk of NEET Indicators;
- Experience of partnership working in the voluntary sector;
- Have a strong working relationship with key partners, including Jobcentre Plus.
- Details of their existing programme or initiative with evidence of its impact
- External evaluations of bid partner activities
- Annual Report or Review of bid partner with accompanying evidence of its track record.
- Exemplar Case Studies from bid partner.

4.4. Originally bidding was initiated as a tri-borough approach. A meeting was held on the 13 December with a small group of H&F NEET providers to agree a way forward to bid for this funding while meeting the criteria and short deadline.

4.5. All partners at the meeting agreed employer engagement was the way to progress, with all partners feeling they would benefit from increased employer engagement activity no matter which provider was involved in delivery. The favoured idea was initially a website to act as a portal for employers wishing to employ young people.

4.6. Further research indicated that investment in a website was unlikely to be a practical and sustainable approach, that would also meet the bid criteria. Further research was carried out and discussions held with Westfield Shoppingtowns Ltd which resulted in a plan around a 3rd sector partner and direct employer support at Westfield.

4.7. A Tri-Borough meeting on 18 December 2012 agreed this approach; with RBKC following a similar plan to H&F and Westminster looking at a work place co-ordinator approach using Cross River Partnership.

4.8. A meeting was then held on 19 December 2012 with SpearHead (a delivery arm of the Resurgo Trust) where a project was worked out that would involve intense coaching and mentoring support to young people, as an in work package. These activities would build on the pre-employment support provided by Spear or other providers for NEET young people placed into work in Westfield.

4.9. Employers within Westfield would then be offered an opportunity to participate in training around coaching and mentoring employees and equipping businesses to successfully recruit, develop and retain NEET young people.

4.10. A meeting was held with Westfield on 16 January to agree the approach, to gain their buy in to the Partnership and their support for activities. Westfield were delighted with the proposals so far. It was important to them that Spear already had a presence in Westfield with Marks & Spencer's where they are trialling a recruitment programme with NEET young people.

4.11. On 15 January 2013 RBKC proposed that they no longer wrote and led a Tri-Borough bid but that each borough submitted their own bid because emphasis from City of London was the local approach to NEET support. The bid deadline was 31 January so work progressed to develop the bid as a stand-alone partnership bid for Hammersmith & Fulham only.

4.12. A bid for £100,000 was submitted on 30 January 2013 under the Creating Pathways Partnership with a target of supporting 50 NEET young people into sustainable employment and to engage with and provide support to 50 employers. This was approved in whole on 18 May 2013 by the City of London

5. PROPOSAL AND ISSUES

5.1. A major challenge affecting NEET employment prospects in LBHF is the local retailers perception that NEET young people are not work ready or not exhibiting the right attitude, skills, reliability or work ethic; and that therefore presenting higher risks to the business.

5.2. This proposal seeks to reverse this perception by working closely with employers to demonstrate that successful and sustainable employment outcomes are achievable with local NEETs in a way that benefits all parties and the wider community.

5.3. At Westfield London, only 13% of the 8,000 employees currently reside within LBHF. This is despite the fact 87% of Westfield's employees are aged between 16 and 34 and many employers prefer to recruit people who are within walking distance of the centre.

5.4. The highest NEET populations in Hammersmith and Fulham are in the north of the borough and within the locality of Westfield London. The most disadvantaged area in Hammersmith and Fulham is the White City and Wormholt area, where 18.7% of the population are NEETs aged 16 to 24.

This locality is just 8 minutes' walk from Westfield London. Similarly College Park and Old Oak at 18.4% NEETs is just 5 minutes further away.

5.5. Young people are currently supported through Council services and where appropriate referred to NEET service providers in LBHF, such as the Spear course, and employment service providers such as WorkZone and SpearHead to help them progress into employment. If young people have additional needs, such as learning difficulties, disability, or have been offenders, they are referred to appropriate support organisations in LBHF.

5.6. LBHF Children's Services teams work with other services, such as the Regeneration and Economic Development Team to ensure that pathways for young people are appropriate and provide progression routes as well as support.

5.7. From September 2013 there will be a shared referral process for all education providers to alert local authority services to a person if they have become NEET.

5.8. The Bi-Borough (LBHF and Royal Borough of Kensington and Chelsea) 14 – 19 Adviser works closely with the economic development team and with education, training and employment providers to minimise duplication and ensure offers are publicised and integrated. Providers have demonstrated a willingness to develop their provision where appropriate for young people, but recognise they may need additional support for those who are most vulnerable and that this can be offered by external agencies to complement the training and education offer.

5.9. SpearHead is one of the key local providers and works across the Bi-Borough area. It will also be involved in delivery of the RBKC counterpart proposal to City of London for this funding.

5.10. **The Partnership Pathway** - specifically this proposal creates three new and innovative forms of provision that will better marry up the expectations of employers with the needs and aspirations of young peoples:

- **In Work Mentoring and Support Tailored to the Employee/ Apprentice**
  SpearHead will provide 1:1 coaching and mentoring support tailored to each employee/ apprentice to ensure effective 'on-boarding' into work (assumed an average of ten meetings). This will include ad hoc and phone support in addition to face to face meetings.

  Employees will benefit through increased self-awareness, confidence, focus and drive, as well as practical help with the demands of attending work, as it is recognised some young people will be the only person working in their household.

  Teething issues will be addressed before becoming entrenched, thus also benefitting the employer through improved commitment, enthusiasm, retention and performance.

By liaising with the employee’s manager prior to each session, the coaches will facilitate a 360 degree review process.

At the end of thirteen weeks employment, each employee will attend a review meeting with their manager and SpearHead coach to establish targets for their performance and career progression.

- **“Managing Young People” Programme**
  SpearHead will provide the employer of each NEET with a place on a 50 hour group-training programme in how to better manage the integration, development and retention of their NEET recruits.
  Content will include how to coach and build a positive relationship with the employee; how to deliver feedback constructively; how to hold challenging conversations; and how to inspire enhanced performance.

  The skills acquired through these courses will have a positive impact on the management teams and organisational cultures of each Westfield retailer represented, and will therefore benefit future as well as current employees/ apprentices.

  Follow-up events will be run for the employers within three months of completing the programme to review experience, encourage knowledge sharing and further embed their learning.

- **Peer Programme**
  Employees/ apprentices will also be invited to join a peer group meeting once a month in order to share their experience and challenges; support each other; and receive further training and development.

6. OPTIONS AND ANALYSIS OF OPTIONS

6.1. It is one of the economic development team’s key priorities to support young people into employment and training solutions. While we intend to not be driven by funding opportunities in our approach, rather seek funding that meets our objectives, there was a clear fit with corporate and team priorities to apply for this grant funding route despite the tight time scales concerned and the consequent lack of opportunity to develop a bid with a wider consultation process.

6.2. The option not to apply for this grant funding was deemed as unacceptable given the fit with priorities and the fact that it was a London wide offer to all Councils.

6.3. We were also keen to continue to position ourselves as offering innovative employment solutions with a quality and meaningful partnership approach.

7. CONSULTATION

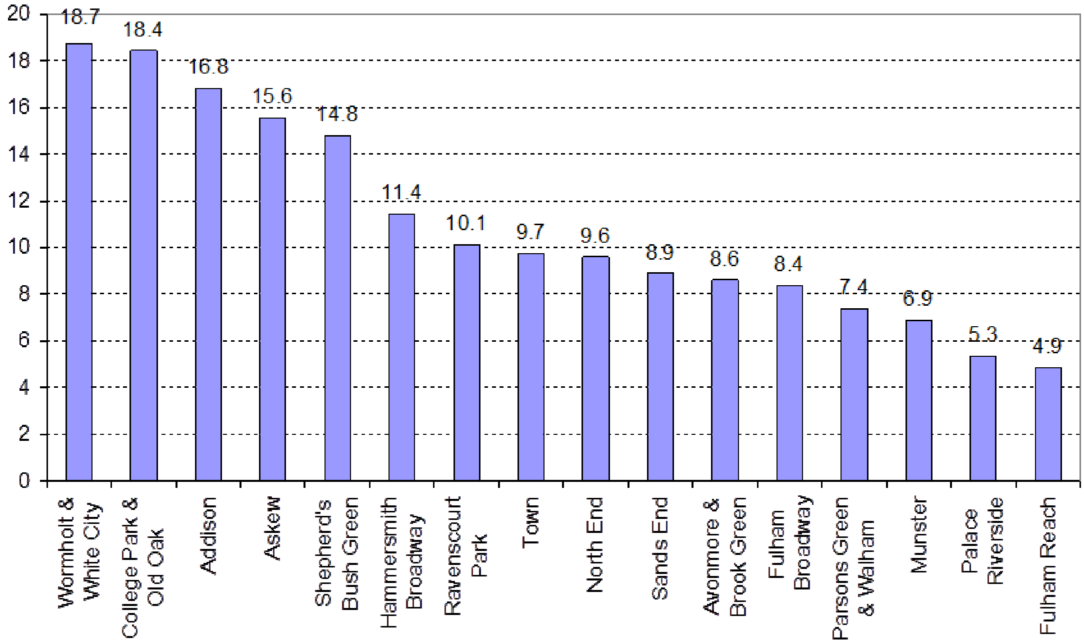
7.1. All NEET providers in the borough were invited to a consultation event in late December. They were asked to bring ideas to the workshop and then invited to submit additional thoughts and outline plans following that event. The focus on employer engagement as a priority came from this consultation.

7.2. The bid was also discussed with Westfield Shoppingtowns as a representative employer body and Team White City as an area and residents consultation body.

8. EQUALITY IMPLICATIONS

8.1. The programme will be targeted primarily at the most disadvantaged NEET young people from the North of the borough.

Youth Worklessness in Hammersmith & Fulham 16 - 24 Years old



9. LEGAL IMPLICATIONS

9.1. The Council is empowered under Sec 1 of the Localism Act 2011 to take any action for the welfare of its residents including the present proposal to form a partnership obtain grant and use it of the purposes mentioned in this report.

9.2. Under the conditions of the grant, LBHF will be responsible for ensuring the grant is used for purposes specified in the original bid. City Bridge Trust reserve the right to claim back or adjust payments accordingly.

9.3. LBHF is also required to indemnify the City Bridge Trust for any claims resulting from activities carried out during delivery of the programme.

9.4. Implications verified/completed by: (Name: Babul Mukherjee, Solicitor (Contracts), Bi-Borough Legal Services, RBKC)

10. FINANCIAL AND RESOURCES IMPLICATIONS

10.1. Funding of £100,000 will be paid in advance to LBHF by City of London on a quarterly basis. Payments will then be made to partners and a validation and approval process will need to be established before payment arrangements can be confirmed to ensure that outputs are delivered.

10.2. Finance officers have reviewed the terms and conditions of the grant allocation to ensure that financial and other risks (such as clawback) are assessed and mitigated, and that monitoring / auditing / performance arrangements are set up in accordance with Council policy.

10.3. It is also recommended that finance officers review the details of the service level agreement to be established between the Council and the employment support providers to ensure that payments are made only for costs eligible for grant funding.

10.4. In terms of the Council's costs, the activities associated with administering the grant funded scheme, and with assisting workshop participants into employment will be funded from existing resources. There is no requirement for any match funding and the officer time required to facilitate this grant is minimal.

10.5. Implications verified/completed by: Daniel Rochford, Head of Finance, 020 8753 4023.

11. RISK MANAGEMENT

11.1. Risks of the programme have been minimised by working with partners already established and delivering to high quality standards in their fields. The Resurgo Trust and Westfield Shopping towns Ltd are fully committed tithe programme and have committed resource for successful delivery.

11.2. The key risk could be a lack of employers engaging with the project, however the LBHF WorkZone will support the programme and integrate activities with the retail apprenticeship programme already in place. This initiative is already starting to show excellent returns in employer engagement, apprenticeship posts created and pre-employment support activities.

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.	City of London Youth Offer bid	Ingrid Hooley x 6454 City Of London Bid 30011.docx...	Economic Development, 3rd Floor THX
2.	City of London letter informing the success of the bid	Ingrid Hooley x 6454 Youth Offer - Grant Letter.pdf...	Economic Development, 3rd Floor THX

Agenda Item 9

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London Borough of Hammersmith & Fulham

CABINET

22 JULY 2013

SALARY SACRIFICE SCHEMES

Report of the Leader of the Council, Councillor Nicholas Botterill

Open Report

Classification - For Decision

Key Decision: Yes

Wards Affected: All

Accountable Executive Director: Jane West, Executive Director of Finance and Corporate Governance

Report Author: George Lepine, Project Manager, Human Resources	**Contact Details:** Tel: 0208 753 4975 E-mail: george.lepine@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. H&F and RBKC are seeking to renew existing Salary sacrifice schemes and extend the range of salary sacrifice schemes in line with other Private sector employers.

1.2. Salary sacrifice schemes allow employees to access benefits at what is effectively a reduced cost for which they sacrifice a part of their cash remuneration.

1.3. H&F and RBKC intend that the salary sacrifice schemes being proposed will increase employee satisfaction and engagement and enhance the position of both Councils in the recruitment market place.

1.4. Schemes to offer childcare vouchers, a cycle to work scheme, the purchase of computers, laptops and mobile devices and health and wellbeing benefits are proposed as salary sacrifice arrangements. Retail and leisure discounts will be offered to employees as a voluntary benefit scheme.

1.5. H&F and RBKC have the option of joining an existing framework agreement procured by the Eastern Shires Purchasing Organisation (ESPO) or embarking on their own procurement process. Joining the framework agreement is the recommended option.

2. RECOMMENDATIONS

2.1. That the Council enters into an Access Agreement with ESPO to enable it to call off services from ESPO's Framework Agreement for Employee Benefits (Agreement 319, Issue No. 4).

3. REASON FOR DECISION

3.1. Under the Council's Contract Standing Orders a Cabinet Key Decision is required for all contracts which have a value of £100,000 or greater. The anticipated minimum annual value of the proposed salary sacrifice arrangements (counting only childcare vouchers and cycle to work) for H&F is £420k and for RBKC is £420k, giving a combined value of £840k. Contract value is counted as the amount of money flowing through the contract rather than the cost of the service to the Councils.

4. OBJECTIVES AND KEY CONSIDERATIONS

Objectives of the proposed salary sacrifice arrangements

4.1. The specific objectives of the proposed salary sacrifice and voluntary benefit schemes are:

- To offer employees a carefully chosen range of additional benefits, which support the Councils' reward strategies and allow employees to make choices to maximise their net income and benefit from the purchasing power of the two Councils;

- To increase employee satisfaction and engagement and enhance the position of both councils in the recruitment market place; and

5. OPTIONS

Childcare vouchers

5.1. Childcare vouchers are an employee benefit aimed at helping working parents pay for their childcare costs. In effect, vouchers are paid for out of pre-tax and national insurance income and paid for by the employee entering into a salary sacrifice arrangement. .

Cycle to work

5.2 Cycle to work was introduced as a government initiative to promote healthier journeys to work and to reduce environmental pollution. The intention is that employers reduce the carbon footprint of their organisation as well as pollution and congestion and employees benefit from improved health and fitness.

Purchase of computers, laptops and mobile devices

5.3 Salary sacrifice schemes are an important means of giving employees access to what is often expensive technology or the opportunity to renew existing outdated hardware and software. Computer literacy and access to the internet and social media confer important personal benefits as well as supporting the council through improved skills and acceptance of new technology.

Health and wellbeing benefits

5.4. A variety of health and wellbeing benefits may be offered to employees as salary sacrifice schemes:

- Health screening
- Dental screening
- Gym and health club membership
- Medical insurance
- Critical illness cover
- Private healthcare
- Dental care

5.5 Health screening allows employees to benefit from access to services such as full medicals, MRI scans, cancer screening and well man or well woman assessments. Screening may reassure those employees who take up the opportunity that everything is in good working order or enable them to take preventative steps if it is not. In this way it may also benefit the employer by reducing absenteeism.

5.6 Health club and gym membership is another frequent health and wellbeing benefit. Typical schemes offer access to a variety of organisations (Fitness First, LA Fitness, Nuffield Health, etc.) and a variety of levels of membership

5.7 Critical illness cover, medical insurance and private healthcare can also be offered as salary sacrifice schemes.

Retail and leisure discount schemes and leisure choices

5.8 These offer no savings potential for the employer and their attraction lies in the appeal which they have for employees and their motivational benefits. They are more usually set up as voluntary benefit schemes rather than as salary sacrifice schemes. This means that the employee pays out of his or her own taxed income, but benefits from the buying power of the scheme provider which provides discounts on products and services.

6. PROCUREMENT

6.1. We have identified a framework agreement procured by the Eastern Shires Purchasing Organisation, which would give immediate access to salary sacrifice schemes for childcare vouchers and cycle to work as well as a voluntary benefit scheme for retail and leisure discounts. The Legal Department have confirmed that H&F along with all other UK local authorities are able to call off from this framework agreement.

6.2. The ESPO framework agreement does not currently include computers, laptops and mobile devices or health and wellbeing benefits. ESPO, however, have already started the process of renewing it and have confirmed that they intend to include a wide range of other salary sacrifice schemes in any new agreement:

- Holiday purchasing;
- Green car schemes
- Additional qualifications
- Health benefits

6.3. ESPO anticipate that they will have completed the procurement of a new framework agreement by November 2013. This would mirror the timetable which H&F would be obliged to follow should it decide to procure its own contract with a provider of salary sacrifice schemes.

6.4. We seek approval to enter into an Access Agreement with ESPO to enable it to call off services from ESPO's Framework Agreement for Employee Benefits (Agreement 319, Issue No. 4).

7. EQUALITY IMPLICATIONS

7.1 The salary sacrifice schemes which are proposed in this paper have no negative implications for any of the protected characteristics specified in the Equality Act 2010. Nor is there any requirement to carry out equalities monitoring in this area.

7.2 We will, however, promote the schemes in away designed to encourage maximum uptake from all Council employees and in the longer term could review the extent of the take up across the different protected characteristics.

8. LEGAL IMPLICATIONS

8.1. Legal Services has been consulted with respect to the Eastern Shires Purchasing Organisation Framework Agreement for Employee Benefits (Agreement 319, Issue No. 4) and has reviewed both the Framework Agreement and the OJEU notice advertising it. H&F and RBKC may access the Framework Agreement. In using the Framework Agreement H&F will be compliant with the Council's Contract Standing Orders and the Public Contract Regulations 2006 (as amended). The direct award of any call-off contracts will need to be made in compliance with Regulation 19(7)(a) of the Public Contracts Regulations.

8.2. Legal Services will be available to assist the client department with preparing and completing the necessary contract documentation.

8.3. Implications verified by: Kar-Yee Chan, Solicitor (Contracts).

9. FINANCIAL AND RESOURCES IMPLICATIONS

9.1. The financial and resource implications of the proposed salary sacrifice schemes have been reviewed and confirmed by Corporate Finance. The assessment given in this paper is as accurate as it can be. Although the financial savings which can be achieved through salary sacrifice schemes are modest, it is hoped that, through effective marketing, their benefits in terms of recruitment, retention and engagement will be substantial.

9.2. Implications verified by: Elizabeth Nash, Principal Accountant, 2567.

10. RISK MANAGEMENT

10.1. Risks associated with the salary sacrifice schemes are captured and monitored through the People Portfolio Board. The register is reviewed at each meeting of the board.

11. PROCUREMENT AND IT STRATEGY IMPLICATIONS

11.1. H&F has identified a framework agreement let by Eastern Shires Purchasing Organisation (ESPO) which meets its immediate and likely future needs for salary sacrifice schemes. ESPO is one of the UK's largest public sector professional buying organisations. It operates on a not-for-profit cost recovery basis and serves, among others, local authorities. H&F already makes use of a number of ESPO framework agreements.

11.2. The ESPO Framework Agreement for Employee Benefits (Agreement 319, Issue No. 4)has been advertised and established in full compliance with public procurement legislation. The Legal Department has confirmed that H&F and RBKC along with all other UK authorities may access the agreement. Doing so represents a significant saving in time and effort over embarking on our own procurement process for what would be a Part A service subject to the full rigour of the Public Contract Regulations 2006.

11.3. Implications verified by: Mark Cottis, E-Procurement Consultant, 2757.

12. CONCLUSION

12.1 The People Portfolio Board has selected a range of salary sacrifice schemes and a voluntary benefit scheme to offer employees.

12.2 The Board seeks approval to enter into an Access Agreement with ESPO to enable it to call off services from ESPO’s Framework Agreement for Employee Benefits (Agreement 319, Issue No. 4) to deliver these schemes.

12.3 Entering into such an agreement would save the time and effort that would have to be invested in what would be a Part A service subject to the full rigour of the Public Contract Regulations 2006. Another advantage of using this existing framework agreement is that as it expands so we will be able to expand the range of options that we make available to employees beyond those already specified in this paper.

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.	N/A		

h&f the low tax borough	London Borough of Hammersmith & Fulham **CABINET** **22 JULY 2013**
TRI-BOROUGH REDUCING REOFFENDING SERVICE	
Report of the Deputy Leader (+ Residents Services) : Councillor Greg Smith	
Open Report	
Classification - For Decision **Key Decision:** Yes	
Wards Affected: All	
Accountable Executive Director: Lyn Carpenter, Triborough Executive Director for Environment, Leisure and Residents Services	
Report Author: Nicola Lockwood, Senior Commissioner, Public Health Substance Misuse and Offender Care Team	**Contact Details:** Tel: 020 (8753 5359 E-mail: nicola.lockwood @lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1 Following a formal decision by Tri-borough Cabinet members on 6th February to implement the proposed Adult Reoffending Service across the Tri-borough, formally appointing Westminster as the lead commissioning authority, officers have been following the procurement process, with the aim to award in July.

1.2 The original timetable meant that the tendering process should have been completed by early June 2013, with a decision report on award of contract being circulated to all Cabinet members across all three boroughs by early July at the latest. However the procurement timetable was delayed waiting for the formal funding announcement from the Mayor's Office for Policing and Crime (MOPAC), and again, whilst the grant conditions were negotiated with MOPAC. Although commissioners have worked to condense the tendering timetable, due to these delays on funding agreements from MOPAC the tendering schedule has been

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pushed back by one month. This means that officers are unable to produce a report to award the contract to the successful provider in time for the London Borough of Hammersmith and Fulham's Cabinet meeting on 22 July 2013. The current timetable will mean that the contract award will be in early-mid August 2013 **(see appendix A).**

1.3 This report therefore seeks Cabinet approval to delegate the award of the contract to the Deputy Leader (and Cabinet Member for Cabinet Services) in consultation with the Executive Director of Environment, Leisure and Residents Services so as not to delay the contract start date of the service.

2. RECOMMENDATION

2.1 That the decision to award the contract for the provision of the Adult Reducing Reoffending Service across the Tri-borough be delegated to the Deputy Leader (and Cabinet Member for Residents Services) in consultation with the Executive Director for Environment, Leisure and Residents Services to ensure a timely approach to procurement and appropriate timeframes to deliver on the outcomes agreed with MOPAC and Public Health. **(Details of the proposed sevice can be found in appendices B and C)**

3. REASONS FOR DECISION

3.1 If we were to delay the final decision relating to the final award of contract to the successful provider until the next LBHF Cabinet meeting in September the following risks exist:

A reduction in funding levels from MOPAC in 2014/15 as we would not have had sufficient time to demonstrate the effectiveness of the service offer.

- The funding from MOPAC is dependent on the service being funded on a payment by results basis. In order for Tri-borough to demonstrate outcomes – or progress towards these outcomes – the service provider needs to be in place, with a service up and running as soon as possible in 2013/14 so that staff can be recruited and as many offenders as possible can be engaged in the first 3 quarters. Whilst we have, in principle, support from MOPAC to fund the service in year 2, there will be a review process which will inform 2014/15 funding settlements. This is expected to take place in January/February 2014 and any future funding will be dependent on demonstration of outcomes to date. It is also important to note that the impact of this delay could affect Westminster and RBKC as well as LBHF.
- Funding for year 2 of the service has been agreed in principle by Public Health colleagues, however the total amount is dependent on the amount MOPAC agree to allocate as Public Health will match-fund.

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A gap in services for offenders, as the LBHF and RBKC Drug Interventions Programme contracts (Blenheim Community Drug Project) and the criminal justice elements of the Westminster Drug Project have been decommissioned and the contract for these services will end on the 30th September 2013.

- The commissioning and procurement of the new service has been running 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. Due to the delays in procurement, it is the intention for the new provider to be appointed in September, which will allow for a one month handover for the DIP element of the service in order that there will be a smooth transition and the new service will take over the custody referral element from the current providers on 1st October 2013. If the award of the contract is delayed, there will be a gap in service provision for vulnerable offenders.

4. BACKGROUND

4.1 In October 2012 the Tri-borough submitted a successful Justice business case through to Communities and Local Government (CLG) as part of the wider national Community Budgets Programme. The business case set out a proposal to implement across the Tri-borough an Adult Reducing Reoffending Service that would reduce the reoffending rates of short term sentenced prisoners (SSPs) from across the Tri-borough by 10% over a 2 year period. The justification for this approach was that over a 5-6 year period the Tri-borough's spend on programmes to address reoffending had increased without having a significant impact on our reoffending rates. Changes in funding allocation alongside evidence of impact from smaller programmes focused on short term sentenced prisoners (SSPs) provided an opportunity to scale up an intervention of a similar model. Finally the new proposed service model enabled a £1 million saving on an annual basis across the Tri-borough offering longer term financial sustainability for this type of intervention.

4.2 The business case recommended that the plethora of approaches set up to tackle reoffending rates across the Tri-borough be decommissioned, inclusive of the Drug Interventions Programme (DIP), and these funds be redirected to support a more targeted approach focused on offenders resident in the Tri-borough who have received a custodial sentence of less than 12 months (SSPs). The service model does not disregard the lessons learnt from the DIP approach, but more sensibly applies these approaches to Tri-borough residents while extending the focus to all drugs, and to a wider screening model relating to mental health and learning disability assessments. Critically the adult reoffending service provides for the first time an offer to those short term sentenced offenders who repeatedly go in and out of custody and return to Tri-borough communities; with the overall aim of reducing their levels of offending, time spent in custody and importantly improving their access to our mainstream support services.

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4.3 A formal decision was made by Cabinet members on 6 February 2013 to implement the proposed Adult Reoffending Service across the Tri-borough, formally appointing Westminster as the lead commissioning authority.

4.4 The cost of the new service over a 2 year period is **£3.8 million;** the contract to be awarded to an external provider to the value **of £2.723 million** and the remaining budget allocated to support a personalised commissioning fund, additional staffing and evaluation costs. All of the funding comes from either the Crime Prevention Fund (MOPAC) or via Public Health Grant; agreement to allocate the required £3.8 million from both sources was approved by cabinet members across the Tri-borough on 23rd May 2013.

5. PROPOSAL AND ISSUES

5.1 This report seeks LBHF Cabinet approval to arrangements to delegate the award of the contract at a cost to the Tri-borough of **£2.723 million.**

6. OPTIONS AND ANALYSIS

6.1 Westminster, as the lead commissioner for the Adult Reoffending Service, has worked with officers at LBHF to consider all options for approval; timings only allowed for cabinet to endorse delegated authority on the 22 July 2013. A delay until September for a full cabinet decision could have significant implications on the future levels of funding from the Mayor's Office for Policing and Crime for all 3 boroughs.

7. EQUALITY IMPLICATIONS

7.1 This report recommends the delegation of the decision making function for the award of contract for the provision of the Adult Reducing Reoffending Service across the Tri-borough Councils, from the LBHF Cabinet to the LBHF Deputy Leader (and Cabinet Member for Residents Services) in consultation with the Bi-borough Executive Director of Environment, Leisure and Residents. There are no equality impacts arising from this decision.

7.2 When the contract is proposed for award by officers, the decision makers will need to give the due regard that is necessary under S149 of the Equality Act 2010.

8. LEGAL IMPLICATIONS

8.1 Under the Council's contract standing orders a Cabinet decision is required to award contracts over £100,000. However, for the reasons set out in this report, it is recommended that authority to award this contract for the provision of the

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Adult Reducing Reoffending Service across the Tri-borough is delegated to the the Deputy Leader (and Cabinet Member for Residents Services) in consultation with the Executive Director of Environment, Leisure and Residents Services.

8.2 Implications provided by Cath Irvine, Senior Solicitor (Contracts), tel. 020 8753 2774.

9. FINANCIAL AND RESOURCES IMPLICATIONS

9.1 This report seeks Cabinet approval to delegate the award of the contract to the Deputy Leader & Lead member for Residents Services, in consultation with the Executive Director for Environment, Leisure and Residents Services so as not to delay the contract start date of the service. There are no financial implications with delegating this authority. A full tender appraisal will be carried out and any financial implications will be considered as part of that process.

9.2 Implications provided by Kellie Gooch, Head of Finance ELRS, tel. 020 753 2203.

Director name: Lyn Carpenter
Director title: Executive Director of ELRS

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

Cabinet Decision Reports – The Implementation of the Tri-borough Adult Reducing Reoffending Services (January 2013 and May 2013) - published

Contact officer(s):

Dave Page, Director Safer Neighbourhoods, LBHF 0208 753 2125

Claire Rai, Head of Community Safety, LBHF 0208 753 3154

Sam Cunningham, Senior Crime Commissioner, WCC 0207 641 3098

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APPENDIX A – Revised tendering timetable

Timetable 27th
June.doc

APPENDIX B – Instructions to tenderers (ITT)

ITT.DOCX

APPENDIX C – Contract Specification

Specification-25th
June.docx

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APPENDIX A

Tri-borough Reducing Reoffending Service Procurement Timetable (revised 27th June)

Action	Completed by
Invite Tenders from	6th June 2013
Closing date for receipt of Tenders, noon on:	Noon 4th July 2013
Review and evaluate tenders	5, 8, 9, 10 July
Evaluation session	11th July
Post Tender clarification questions sent to tenderers	12th July
Return of post tender clarification responses	w/c 22nd July
Final evaluation	w/c 29th July
Gate paper to be submitted to Tri-borough gate process	2nd August or 5th August
Cabinet award letter to be sent	w/c 12th August
Notification of proposed award of Contract	End of August
Induction / Transition Period	September
Commencement Date on or around	October

APPENDIX B

City of Westminster

WESTMINSTER CITY COUNCIL

CONTRACT FOR TRI-BOROUGH REDUCING REOFFENDING SERVICE

INSTRUCTIONS TO TENDERERS
TENDER REFERENCE T152

SHARPE PRITCHARD

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APPENDIX 5 - RESPONSE FORM

1. BACKGROUND AND INTRODUCTION

Background

1.1. The City Council invites Tenders for a Contract for a Tri-borough (Westminster City Council, London Borough of Hammersmith and Fulham and Royal Borough of Kensington and Chelsea) reducing reoffending service, (the "Service").

1.2. The Service comprises three elements:

- a custody referral service that will assess individuals in police custody and refer them to appropriate services ensuring that they 'get through the front door' of these services and access existing provision;
- a reducing reoffending service that provides key workers to work intensively with short sentenced prisoners ("SSPs") in prison and the community to ensure effective resettlement and rehabilitation into communities;
- provision of personalised packages of support accessed via a separate commissioning fund that can be used to provide and buy in bespoke services, whilst also advocating for offenders to access community services.

Introduction

1.3. Unless otherwise indicated, all words and expressions used in these Instructions to Tenderers with an initial capital letter shall have the meanings set out in the Conditions of Contract.

1.4. The successful Tenderer will be required to the Contract Payment to provide the Service.

1.5. The Contract Period will commence on or around 1st October 2013 and will end on 30th September 2015. The Service must be delivered from the date of commencement of the contract. In the month pre-ceding the commencement date, on or around, 1st September 2013-30th September 2013 the Provider will prepare implementation of the Service in the Induction/Transition period, as set out in paragraph 6 of the specification [Appendix 3]

1.6. The City Council will be entitled at their absolute discretion to extend the Contract Period by any number of periods up to an aggregate of 24 months.

1.7. These Instructions to Tenderers describe the City Council's requirements for the Service, the tendering process and the commercial terms on which the City Council will contract in due course with the successful Tenderer.

1.8. These Instructions to Tenderers also set out details on the form and content of Tenders and the timetable and other administrative arrangements for the tendering process.

1.9. The Specification sets out the City Council's minimum requirements for the provision of the Service. Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than noon on **2nd July 2013.**

1.10. The City Council believes that Tenderers are best placed to understand what works to rehabilitate and reduce offending incidents; what works to ensure that those arrested are assessed and referred onto appropriate services and how best to provide the required advocacy and support. The Specification [Appendix 3] is therefore an out put specification setting out the City Council's minimum requirements. Tenderers are encouraged to submit proposals to deliver the Service in the most efficient and innovative way possible.

1.11. The evaluation of Tenders will be a two stage procedure. The first stage will be compliance and the second stage will consist of the evaluation of quality aspects of the Tenders and will be conducted against the award criteria (please refer to Appendix 1).

1.12. If a Tender fails to meet the compliance standards, the Tender will not be taken forward for evaluation against the specified award criteria.

2. TENDERING TIMETABLE

2.1. To ensure that the evaluation and award process is completed and the Contract executed prior to the Commencement Date the City Council has set the following tendering timetable. The City Council reserves the right to amend the timetable.

	Completed by
Invite Tenders from	6th June 2013
Data and payment model session	19th June 2013
Closing date for submission of Tenderers' questions, noon on	21st June 2013
Answers to Tenderers' questions circulated to all Tenderers by	25th June 2013
Closing date for receipt of Tenders, noon on:	2nd July 2013
Post Tender clarification meetings	9th and 10th July 2013
Notification of proposed award of Contract	August 2013
Induction / Transition Period	September 2013
Commencement Date on or around	1st October 2013

3. RIGHT TO CANCEL OR VARY THE PROCESS

The City Council reserves the right:

3.1. to cancel or withdraw from the tender process at any stage;

3.2. not to award a contract;

3.3. to require a Tenderer to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/or

3.4. amend the terms and conditions of the tender process.

4. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER

4.1. Sufficiency of information

4.1.1. The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the Tender documents and shall in any event be deemed to have done so before submitting its Tender.

4.1.2. The Tenderer will be deemed for all purposes connected with the Tender documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Service (in the context of and as described in the Specification) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its Tender.

4.2. Costs and expenses

4.2.1. All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.

4.2.2. The Tenderer shall have no claim whatsoever against the City Council in respect of such costs and in particular (but without limitation) the City Council shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Tender documents) no compensation or remuneration shall otherwise be payable by the City Council to the successful Tenderer in respect of the Service by reason of the scope of the Service being different from that envisaged by the successful Tenderer or otherwise.

4.3. Further information and enquiries

4.3.1. At any time before noon on 21st June 2013 the Tenderer may write to the City Council requesting any information or raising any query in connection with the Tender documents, the procedure leading to award of Contract or any other matter relating to the Service or this procurement. Any such communication must be in writing clearly marked for the attention of **Samantha Woolvett** by e-mail to **swoolvett@westminster.gov.uk**

4.3.2. Tenderers shall not be entitled to rely on any statements or information provided by any person other than Samantha Woolvett or any person authorised by her and notified in writing to Tenderers and accordingly the City Council shall not be bound by nor have any liability for any statement made or information given by any such other person nor for any losses, costs, expenses or damages suffered or incurred by a Tenderer as a consequence of it relying on any statement made or information given by any such other person.

4.3.3. Questions will be answered in a single document that will be circulated in anonymised form to all Tenderers. Should a Tenderer wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request must be clearly marked **"In confidence – not to be circulated to other Tenderers"** and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers. The City Council will consider any such request for non-disclosure on its merits, and in particular whether any regulations or considerations of probity require it to be denied. Where the City Council decides that the question or request, and its response, cannot be withheld from circulation, the Tenderer will have the opportunity to withdraw the question or request, or otherwise to re-present it in a different format.

4.3.4. The City Council reserves the right to require Tenderers to attend post Tender clarification meetings with the City Council on 9th and 10th July 2013 (or on such other date or dates as the City Council may specify) to clarify and/or validate any aspects of their submitted Tenders. These clarification meetings shall form part of the evaluation process in that they will allow the City Council to receive clarification and/or validation of certain aspects of the Tenders (see paragraph 9 for details of the City Council's approach to evaluation of Tenders generally) but will not be scored individually and no material in addition to that contained in the Tenders will be taken into account in the final evaluation.

4.3.5. Tenders must be capable of acceptance in their own right and negotiation is not permitted.

4.4. Data and payment model session

4.4.1. A session with the City Council, at which the Payment by Results model, data collection requirements and plans for the interim and final evaluations of the service will be set out to Tenderers, has been arranged for 19th June 2013 at 3.-00-4.30pm at Westminster City Hall, 64 Victoria Street, London SW1E 6QP.

4.4.2. Tenderers are invited to attend the session, but the number of attendees from each Tenderer (including consortia) is restricted to two. Tenderers must confirm their attendance by email to swoolvett@westminster.gov.uk by 14th June 2013.

5. RESPONSE DOCUMENT AND THE TENDER

5.1. With these Instructions to Tenderers the Tenderer is provided with a Response Document for completion and return as part of its Tender. The Response Document comprises the following documents:

5.1.1. Form of Tender

5.1.2. Parent Company Guarantee Undertaking

5.1.3. Tenderer's Response to Award Criteria

5.1.4. Compliance Table.

5.2. Form of Tender

The Form of Tender must be signed:

5.2.1. Where the Tenderer is a partnership, by two duly authorised partners;

5.2.2. Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose;

5.2.3. Where the Tenderer is an individual by that individual;

5.2.4. Where the Tenderer is a trust by two duly authorised persons.

5.2.5. Where the Tenderer is a consortium as set out in paragraphs 13.3 and 13.4 below, by each member of the consortium with the lead member, where there is one, clearly identified.

The Tenderer shall produce forthwith upon request by the City Council documentary evidence of any authorisation referred to in paragraphs 5.2.1, 5.2.2 and 5.2.4 above.

5.3. Parent Company Guarantee Undertaking

If the Tenderer is a subsidiary company the Parent Company Guarantee Undertaking must be duly executed by the Tenderer's ultimate holding company.

5.4. Tenderer's Response to Award Criteria

By the deadline for receipt of Tenders identified in paragraph 1.7 above, the Tenderer shall submit as part of its completed Response Document responses in writing to all sections of 'Tenderers Response to Award Criteria'.

5.5. Compliance Table

Tenderers must fully complete the Compliance Table, entering the words 'Yes' or 'No' in the appropriate boxes and signing and dating this table.

5.6. Generally

5.6.1. The Tenderer shall include in its Tender details of all information or assumptions that it has taken into account in relation to the submission of its Tender which must in any event be in accordance with the requirements, conditions and stipulations of these Instructions to Tenderers.

5.6.2. In addition, the Tenderer shall give further written or verbal details and information as may reasonably be requested by the City Council.

5.6.3. Tenderers are required to complete all sections of the Response Document.

5.7. Conditions of Contract

5.7.1. Included as part of the Tender documents is the form of Contract to be entered into between the City Council and the successful Tenderer. Certain principal Conditions of Contract are outlined below. The City Council reserves the right to make amendments to the text of the form of Contract during the tendering process.

5.7.2. The principal Conditions of Contract are as follows:

5.7.2.1. The Contract Period will be for two years from the Commencement Date. The City Council shall be entitled at its absolute discretion to extend the Contract Period for periods up to an aggregate of a further twenty-four months.

5.7.2.2. The Provider shall provide the Service to the City Council during the Contract Period.

5.7.2.3. Payment for the Services shall be in accordance with the Payment Model.

5.7.2.4. The City Council in certain circumstances may vary the Contract. Such a variation may have an impact on the Payment Model.

5.7.2.5. The Provider shall maintain specified minimum levels of insurance.

5.7.2.6. The City Council may terminate the Contract on the occurrence of defined events of default by the Provider.

5.7.3. Mark ups of the Conditions of Contract are not invited and accordingly if any Tenderer does submit any mark-ups or includes in its Tender any statements which indicate that the Tenderer does not accept any or all of the terms of the Conditions of Contract the City Council may reject that Tender.

6. RETURN OF TENDERS

6.1. **Four** copies of the Response Document, together with one electronic copy on a CD or USB data stick, must be duly completed and returned with all accompanying documentation in an envelope using the label supplied and addressed to the Strategic Procurement Department, Westminster City Hall, 64 Victoria Street, London SW1E 6QP by no later than noon on **2nd July 2013.**

6.2. It is the Tenderer's sole responsibility to obtain a receipt bearing the date, time of delivery and the Tender envelope reference for any Tender delivered by hand.

6.3. Any Tender or any accompanying documentation submitted after the date and time specified in paragraph 6.1 may not be considered.

6.4. The Tender must be sealed in an envelope with the label provided by the City Council affixed to it. Any such envelope shall not bear any name or mark by which the Tenderer can be identified including any name or mark appearing on the envelope by virtue of the method of delivery, such as Post Office Recorded Delivery or courier.

6.5. All Forms of Tender must remain valid and open for acceptance by the City Council for a period of 6 months from the date referred to in paragraph 6.1.

7. REJECTION OF TENDERS

7.1. The City Council reserves the right to reject any Tender submitted by a Tenderer in respect of which the Tenderer:

7.1.1. enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other tenderer in its Tender; and/or

7.1.2. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tenderer or any other person's proposed Tender any act or omission; and/or

7.1.3. in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; and/or

7.1.4. or any employee or agent of its has in relation to this procurement committed any act which is an offence under the Enterprise Act 2002; and/or

7.1.5. has directly or indirectly canvassed any member or official of the City Council concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tenderer or Tender submitted by any other tenderer; and/or

7.1.6. has done anything improper to influence the City Council during the Tender period; and/or

7.1.7. has put any name or mark on the envelope in which the Tender is contained identifying the tenderer; and/or

7.1.8. has failed to submit their Tender in the English language; and/or

7.1.9. has failed to return the Response Document fully completed and signed or any accompanying documents.

7.2. The City Council also reserves the right to reject a Tender:

7.2.1. from a Tenderer if another Tenderer has to the knowledge of the first named Tenderer named that first named Tenderer as a sub-contractor;

7.2.2. from a Tenderer if that Tenderer has named as sub-contractor another person who to the knowledge of the first named Tenderer has submitted or intends to submit a Tender;

7.2.3. from a group company of another Tenderer;

7.2.4. from a person who is a member of a partnership or consortium which has submitted or intends to submit a Tender; or

7.2.5. from a Tenderer where the City Council believes that there has been any form of co-operation or collusion with another Tenderer.

7.3. For the avoidance of doubt rejection of a Tender in accordance with paragraphs 7.1 and 7.2 or the non-consideration of a Tender in accordance with paragraph 8 shall be without prejudice to any other civil remedies available to the City Council or any criminal liability that such conduct by a tenderer may attract.

8. NON CONSIDERATION OF TENDER

The City Council may in its absolute discretion refrain from considering any Tender if:

8.1. it is not in accordance with these Instructions to Tenderers and all other instructions issued by the City Council during the Tender period and/or

8.2. the Tenderer does not submit a Tender for the provision of the whole of the Service.

9. TENDER EVALUATION AND AWARD PROCEDURE

9.1. Each Tender must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 1 in Appendix 1. The City Council reserves the right to reject without further discussion any Tender which does not meet the compliance standards.

9.2. The City Council intends to award the Contract on the basis of the Tender that represents the most advantageous offer to the City Council. Tenders shall be evaluated in accordance with the evaluation methodology set out in Appendix 1.

9.3. Criteria for Award

Tenderers must complete the ‘Tenderers Response to Award Criteria’ in the Response Document. As set out in Appendix 1 the following main criteria is weighted:

9.3.1. Quality – 100%

9.4. The award criteria (including any sub-criteria), weightings (including any sub-weightings), and detailed scoring mechanism for both price and quality are set out in full in Appendix 1 to these Instructions to Tenderers.

9.5. The City Council shall not be bound to award the Contract to any Tenderer .

9.6. The City Council reserves to itself the right in its absolute discretion:

9.6.1. to award the Contract to any Tenderer;

9.6.2. to award a Tenderer either the whole of the Contract or part thereof;

9.6.3. not to award the Contract to any of the Tenderers or at all.

9.7. The City Council reserves the right to invite Tenderers to submit second or subsequent round Tenders.

10. ACCEPTANCE OF TENDER

10.1. Any acceptance by the City Council of a Tender shall be notified to the successful Tenderer in writing by the City Council's in house or external solicitors (the "Acceptance Letter"). Until the execution of the formal Contract referred to in paragraph 11.1 below, a successful Tender (including any agreed amendments in writing), together with the City Council's Acceptance Letter, shall form a binding agreement between the City Council and the successful Tenderer on the terms set out in the Contract Documents.

10.2. The successful Tenderer will be required to commence the provision of the Service on 1st October 2013 (or such other date to be advised) being the Commencement Date, with a one month Induction and Transition Period in September 2013.

11. THE CONTRACT

11.1. The successful Tenderer will be required to execute a formal Contract which embodies the terms of all the Tender documents. The Contract will be executed as a deed as directed by the Head of Legal and Democratic Services.

11.2. The successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the City Council.

11.3. The successful Tenderer shall be liable for any loss or damage incurred by the City Council if the Services cannot commence on the Commencement Date as a result of the successful Tenderer's failure to execute the Contract properly.

12. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

12.1. The Tender documents and all other documentation issued by the City Council relating to the Contract shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the City Council save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender.

12.2. As between the City Council and the Tenderers the copyright in all the documents that constitute the Contract shall vest in the City Council and all such documents and all copies thereof are and shall remain the property of the City Council and must be returned to the City Council upon demand.

12.3. The City Council may disclose detailed information relating to any Tender to the City Council's members, directors, officers, employees, agents or advisers and they may make the Tender documents available for private inspection by the City Council's members, directors, officers, employees, agents or advisers.

13. SUB-CONTRACTING AND CONSORTIA

Tenderers must be able to satisfy the City Council as to their ability to perform the Service in accordance with the Contract. Nevertheless the City Council will consider proposals from the Tenderer for part of the Service to be performed by sub-contractors provided that:

13.1. the proposed part of the Service and the sub-contractors are approved by the City Council which may include the prior approval of the terms of the sub-contractor's appointment or contractual arrangements to be entered into between the Tenderer and any such sub-contractor; and

13.2. upon request by the City Council, the Tenderer procures a collateral warranty (in a form approved by the City Council) from the proposed sub-contractors to the City Council in respect of the performance of the relevant part of the Service.

13.3. In relation to consortia bids the City Council will only contract with a legal entity. Therefore bids submitted by a consortium must either evidence the basis of the legal entity established as between the consortium members or Tenderers may specify one member of the consortium as the lead in submitting the Tender. In such circumstances all information requested shall be provided in relation to the proposed consortium leader. Relevant information should also be provided in relation to consortium members who will play a significant role in delivery of the services. Consortia responses must enable the City Council to fully evaluate the overall Service provided.

13.4. In the event of a successful Tender by a consortium with a lead member approach the Coty Council may enter into a contract with the lead member and the remaining members of the consortium will be sub-contractors and paragraphs 13.1 and 13.2 shall apply,

Tenderers should also refer to the Conditions of Contract as they relate to sub-contracting.

14. TUPE

14.1. The City Council considers that TUPE is likely to apply for the custody referral element of the service (unless there is a legal reason for it not to apply) in respect of employees currently engaged in the provision of Drug Interventions Programme Services. Nevertheless, Tenderers shall seek independent professional advice on the effect of the TUPE Regulations (including any subsequent amendments to the TUPE Regulations) on their Tenders and the Contract. The City Council gives no assurances, warranties or assumptions as to the effect of TUPE on the Contract or otherwise.

14.2. The successful Tenderer shall be deemed to have satisfied itself as to the applicability of TUPE and shall indemnify the City Council for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not itself bring proceedings against the City Council in connection with TUPE.

14.3. If TUPE is deemed to apply, the successful Tenderer will be expected to comply with the consultation requirements in the TUPE Regulations.

14.4. Any meetings with third party employees during the Tender period must be arranged through the City Council. Tenderers shall not approach such employees or their representatives directly.

14.5. Tenderers may apply to Samantha Woolvett at the contact details above for relevant information in respect of the incumbent contractor staff who maybe affected by TUPE (“the Workforce Information”) Tenders shall treat the Workforce Information as strictly confidential.

14.6. The Workforce Information has been obtained from the Contractors presently undertaking the Services. Whilst the City Council has obtained and collated this information in good faith, the City Council gives no guarantee, warranty or assurance as to the accuracy of this information and cannot be held responsible for errors or omissions in it. It remains Tenderers’ responsibility to ensure that their Tender takes full account of all the relevant circumstances.

14.7. The City Council does not envisage that any current City Council employees will transfer under TUPE at the outset of the new Contract.

14.8. Tenderers should also note that the successful Tenderer will, at the end of its Contract with the City Council, itself be required to supply details of its workforce engaged on the Services (and that of any relevant sub-contractors and any such information as the City Council reasonably requires) so that this information can be passed to tenderers bidding for any subsequent re-tendering of the Services. Tenderers are referred to the Conditions of Contract for further details.

15. FREEDOM OF INFORMATION ACT 2000

15.1. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") make provision for the disclosure of information held by public authorities or by persons providing services for them. The Legislation provides that anyone can ask the City Council for any information and, unless an exemption applies, the information must be supplied. This means that all the information that a Tenderer provides to the City Council under this tendering process will be subject to the FOIA/EIR disclosure provisions.

15.2. If a Tenderer believes that any of the information contained in its Tender, or otherwise supplied to the City Council as part of this tendering process, is either confidential, commercially sensitive or constitutes a trade secret it should make a statement to that effect in a schedule to its Tender (marked "FOIA/EIR Schedule"), with a brief description of each item of information affected and the reason why it has included that information in the schedule. It is the Tenderer's responsibility to keep this schedule updated as the tendering process progresses, for example where further information is elicited from Tenderers through clarification questions.

15.3. Tenderers should appreciate that the simple marking of information with words such as "commercial in confidence" only has the effect of identifying to the City Council that an exemption could potentially apply under the FOIA/EIR. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of information or whether release "would be likely to prejudice" your company's interests.

15.4. Tenderers are advised to read the Code of Practice issued by the Department for Constitutional Affairs under Section 45 of the FOIA, which gives guidance to public authorities on the handling of requests for information the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at:

http://www.dca.gov.uk/foi.codesprac.htm

15.5. If the City Council receives a request under the FOIA/EIR which involves information listed in the FOIA/EIR Schedule in your Tender, then the City Council will use its reasonable endeavours to consult you prior to making a final determination as to how to deal with the request. However, the City Council has a very limited time in which to decide whether or not information can be released, so it is imperative that you ensure that the City Council has up-to-date contact details and that the contact is able to respond to a request quickly.

15.6. Tenderers should bear in mind that the listing by them of information in an FOIA/EIR Schedule cannot provide an automatic guarantee that the City Council will not disclose such information (or the fact that it holds it) since the City Council cannot fetter the application of the FOIA/EIR.

16. TENDERER'S WARRANTIES

In submitting a Tender the Tenderer warrants, represents and undertakes to the City Council that:

16.1. it has not done any of the acts or matters referred to in paragraph 7 above and has complied in all respects with these Instructions to Tenderers;

16.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the City Council by the Tenderer or its staff in connection with or arising out of the Tender are at the date the Tender is submitted true, complete and accurate in all respect and that it will promptly notify the City Council in writing of any changes which affect such information, representations or matters of fact;

16.3. it has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the City Council;

16.4. it has full power and authority to enter into the Contract and carry out the Service and will if requested produce evidence of such to the City Council;

16.5. it is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the City Council that may adversely affect such financial standing in the future; and

16.6. it has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Service in accordance with the Contract and for the Contract Period.

17. ANNOUNCEMENTS

The City Council reserves the right to publish the amounts of tenders and the name of the successful Tenderer and to publish such other information regarding Tenders as it may be required to publish in accordance with EU or other procurement rules with which the City Council must comply.

DISCLAIMER

Neither the City Council nor its respective financial advisors, legal advisors, or technical advisors, nor the directors, officers, members, partners, employees, other staff, agents or advisors of any such person makes any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the information provided in this ITT or at any other stage of this tendering exercise leading up to the execution of any contract, nor shall any of them be liable for any loss.

APPENDIX ONE: TENDER EVALUATION AND AWARD CRITERIA

The City Council will award the Contract to the most advantageous Tender based on quality. This section is provided in the interests of transparency and fair competition and sets out and explains how that evaluation will be carried out.

1. Stage 1 – Compliance

Each Tender must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 1 below. The City Council reserves the right to reject without further discussion any Tender which does not meet the compliance standards.

Table 1

Compliance Standard	Rationale
Compliant and bona fide Tender	Each Tender shall be checked to ensure that there is no material breach of ITT conditions; that the Tender is complete; that there is no collusion or corruption or anti-competitive behaviour; and that all required information is provided.
Legal Acceptability	Each Tender shall be checked to ensure that there is no legal impediment to the City Council entering a contract with the successful Tenderer in the City Council's form.
Complete Tender	Each Tender shall be assessed as to whether the Tenderer has confirmed that it is able to provide the Service as detailed within the Specification.

2. Stage 2 - Award Criteria

2.1 Quality: 100%

2.1.1 Quality will be assessed on the basis of a Tenderer's written submissions in the Response Document to the award criteria as set out below in Table 3. Each Tender will be scored initially by individual members of the evaluation team against each of the evaluation areas set out below in Table 3. The information will not be shared at this stage. Each award criteria has a sub-weighting to ensure that its relative importance is reflected in the overall scores.

2.1.2 The scoring table is set out in Table 2 below. Each response to the award criteria will be marked out of a possible score of 5. The scoring will be based on the general principles and descriptions shown in Table 2 below. Tenderers should note that a Tender must score 3 or above for each of the criteria otherwise it may be rejected.

Table 2

Standard	Criteria	Score
Outstanding	Outstanding, exceeds expectations, adds value, full confidence	5
Good	Good, full and robust response, gives confidence	4
Satisfactory	Achieves the City Council's minimum requirements	3
Poor	Fails to meet the minimum standard, some major concerns	2
Unacceptable	Insufficient information provided / unsatisfactory.	1
Non-compliant	Failed to provide the required information.	0

Table 3 – Award Criteria

Question Number	**Specification Reference**	**Tender questions**	**Weighting**
1. Staff structure			**Total: 19%**
1.1 Team Structure	Specification Reference: 4 and 5.	Provide your team structure, for the custody referral and short sentenced prisoner key worker elements of the service, including how you will interface with any subcontractor/ consortia member/partner organisations (if applicable) detailing the key roles, responsibilities and reporting lines. A team structure chart based on minimum staffing levels should be	4%

		provided to support this response.	
1.2 Staff skillset	Specification Reference: 4 and 5.	Provide details of what you envisage the key skills to be for the custody referral staff and short sentenced prisoner key worker staff.	4%
1.3 Recruiting and Interviewing	Specification Reference; 4 and 5	The Tenderer's proposals for demonstrating that they have robust methods for recruiting and interviewing staff for the custody referral and short sentenced prisoner elements of the service, ensuring that they meet the City Council's requirements in the Specification.	3%
1.4 Recruitment plan	Specification Reference; 5	The Tenderer's proposal for how the staffing structure for the short sentenced prisoner key worker element of the service will be expanded from the minimum staffing levels, as the cohort size increases, in order to maintain adequate staff to client ratios	5%
1.5 Retention of staff	Specification Reference: 5.2.3.	Explain how you will maintain staff levels for the custody referral and short sentence prisoner elements of the service, to ensure continuity of staff.	3%
2. Implementation			**Total: 15%**
2.1 Implementation Plan	Specification Reference : 6	**Implementation** - The Tenderer's Implementation Plan for the period of 1st September 2013 – 31st October 2013 for providing the services based on a Commencement date of 1st October 2013. The response should include the Tenderer's plans for the one month Induction/Transition period in September 2013 and the first month of Commencement in October 2013. The response should be in the form of a Gantt chart and accompanied by a narrative which identifies key risks and contingency arrangements to address them and	15%

		includes without limitation proposals for induction and handover, key activities required to put the provision into place, key milestones and timescales for activities (including start and end dates), the critical path and interdependencies.	
3. Service delivery			**Total: 40%**
3.1 Custody referral provision	Specification Reference: 4.2	Quality of Provision for Custody Referral - The Tenderer's proposal for how it will deliver the custody referral element of the service across the Tri-borough, meeting all the key design principals and requirements detailed in paragraph 4 of the service specification, including an outline of how the service will be structured and delivered within the resources available	12%
3.2 Custody Referral Assessments	Specification Reference: 4.2.	Custody Referral Assessments – The Tenderer's proposals for how it will carry out the custody referral assessments, meeting all the key design principals and requirements detailed in paragraphs 4.2 of the Specification including without limitation how the Tenderer will ensure high levels of voluntary assessments are conducted in police station custody	4%
3.3 Increase assessments	Specification Reference: 4.2.3 and 4.2.6 and 4.2.7.	The Tenderer's proposals for how it will increase the volume of Tri-borough assessments for all drug misuse and how screening will be expanded for learning difficulties/disabilities and mental health	3%
3.4 SSP key worker provision	Specification Reference: 5.2	Quality of Provision for Short Sentenced Prisoners – The Tenderer's proposals for how it will deliver the short sentenced prisoner element of the service across the Tri-borough, meeting all the key service principles and requirements detailed in paragraph 5.2 of the Specification, including the interventions the Tenderer will deliver, why the	15%

		approach has been taken and the tenderers rationale for the approach.	
3.5 Identification	Specification Reference: 2.4.	Offender Identification – The Tenderer's proposals for how it will identify offenders for inclusion in the SSP service.	3%
3.6 Enforcement	Specification Reference: 9	Engagement and Enforcement – The Tenderer's proposal for how it will work with SSPs who fail to engage with the Service or continue to offend. The response should include proposals for how The Tenderer will work with the Metropolitan Police Service and other enforcement agencies to support any enforcement action.	3%
4. Partnership working			**Total: 10%**
4.1 Partnership building	Specification Reference: 8, 9 and 13.	Partnership Working – The Tenderer's proposal for how it will maintain and grow local partnership relationships, including criminal justice agencies and other support services including local authorities and voluntary sector without limitation, how the tenderer will overcome any barriers to partnership working when delivering the services.	2%
4.2 Personalised Commissioning Fund	Specification Reference : 10	Personalised Commissioning Fund for SSPs – Based on the customer journey map of a sample Tri-borough short sentenced prisoner [Appendix 3], the Tenderer's response to how they will process the individual through their service offer. The description should include how the Provider will: • Identify the offenders' needs • Identify mainstream services and support access to these services • Address gaps in services and	8%

		identify new services/activities for funding through the Personalised Commissioning Fund.	
5. Managing behavioural issues and risk			**Total: 5%**
5.1 Behavioural issues and managing risks	Specification: 14	Managing Behavioural Issues – The Tenderer's proposals on how it will manage behavioural issues presented by the service users and how it will ensure that service users' safety as well as that of staff is managed. Please state the policies and procedures you have in place with regards to managing risk issues presented by the clients. .	5%
6. Payment and evaluation			**Total: 5%**
6.1 Data collection	Specification Reference: 11 and 12 and Specification Appendices 1 and 2	Data Collection – The Tenderers proposal for the case management system it will use including; how the tenderer will collect and collate data at the commissioners' request in order to meet the payment triggers and support the programme evaluation and how the tenderer will ensure the quality of the data.	5%
7. Reducing Reoffending			**Total: 5%**
7.1 Reducing Reoffending Targets	Specification Reference: 15 and 16.	The Tenderers proposals on how they will meet and improve on, the targets laid out in the payment model so there is the greatest impact on reducing reoffending outcomes.	5%

2.1.3 Following the clarification process (paragraph 4.3.3 of the Instructions to Tenderers refer), during which meetings will only be held if required, initial scores considered by each evaluator will be discussed by the evaluation panel at a meeting (the 'Meeting') and a consensus on scoring for each Tenderer's responses to the award criteria will be reached.

2.1.4 If during the Meeting a Tender is scored 2 or less for a response to any of the award criteria the Tender may not be further considered.

2.1.5 For those Tenders which at the Meeting score 3 or above for all responses to the award criteria the evaluation will proceed.

2.1.6 Each score for a response to an award criterion will be multiplied by the relevant sub-weighting to arrive at a weighted score. Weighted scores will be added together. The maximum weighted score available is 500 points, so that a Tender achieving this score will be awarded the full 100% weighting for Quality. A Tender achieving a total weighted score of 250 points will be awarded 50 % for Quality and so on.

2.1.7 The most advantageous Tender in terms of quality will be that awarded the highest percentage weighting.

APPENDIX C

City of Westminster

SPECIFICATION

CONTRACT FOR TRI-BOROUGH REDUCING REOFFENDING SERVICE

CONTENTS

TRI-BOROUGH REDUCING REOFFENDING SPECIFICATION

1. Overview of the Service

1.1. Westminster City Council (acting on behalf of itself and the London Borough of Hammersmith & Fulham and the Royal Borough of Kensington & Chelsea) (the 'City Council') requires the provision of an adult reducing reoffending service across the Tri-borough (the 'Service').

1.2. The Provider shall provide:

i. **a custody referral team** that will assess individuals in police custody and refer them to appropriate services ensuring that they 'get through the front door' of these services and access existing provision ('Custody Referral')

ii. **a short sentenced prisoner key worker team** that provides key workers to work intensively with short sentenced prisoners ('SSPs') in prison and the community to ensure effective resettlement and rehabilitation into communities ('Key Worker')

iii. **personalised packages of support** by accessing a separate budget that can be used to provide and buy in bespoke services, whilst also advocating for offenders to access community services.

2. Target groups:

2.1. Subject to paragraphs 2.2 and 2.3 below the Provider shall provide the Service to Tri-borough adult offenders (those aged 18 and over) who at the point of arrest or on point of entry to prison have a Tri-borough address ('Tri-borough Offender'). For the avoidance of doubt this does not include non UK residents including without limitation foreign national prisoners and foreign national prisoners awaiting deportation.

2.2. The Provider shall provide the Custody Referral element of the Service to male and female Tri-borough Offenders arrested and entering police custody suites in Tri-borough police stations.

2.3. The Provider shall provide the Key Worker element of the Service to all male Tri-borough Offenders

i. sentenced to under 12 months in custody; or

ii. who have been on remand and who are sentenced and 'walk from court' due to time already served on remand; or

iii. who are 18-21 years old sentenced to under 12 months in custody but in receipt of statutory probation supervision.

For the avoidance of doubt the Provider shall not provide the Key Worker element of the Service to

i. offenders sentenced to community orders;

ii. civil offenders and fine defaulters;

iii. offenders sentenced to suspended sentence orders;

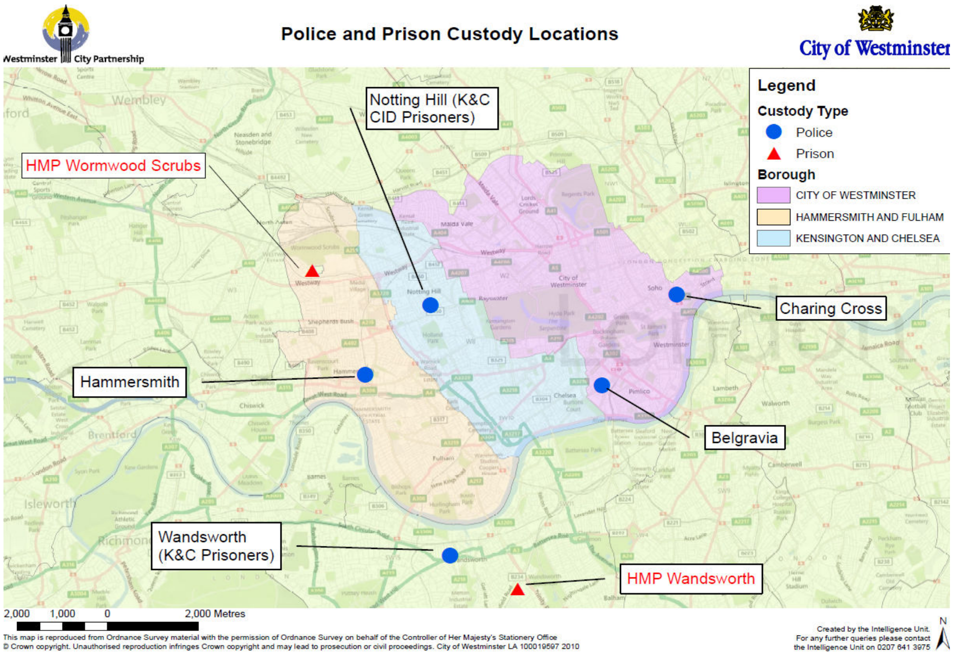
iv. offenders whose entire sentence is deemed 'time served' on electronically monitored bail and therefore do not spend time in custody; and

v. breach offenders (those who have received a custodial sentence for a breach of a pre-existing order).

2.4. The City Council will support Tri-borough Offenders' identification through police systems and will develop a sanction and detection operating model with the police to provide 'RAG' (red, amber, green) offender lists. This operating model will clarify the Metropolitan Police Service's relationships with SSPs and the wider Metropolitan Police Service led Integrated Offender Management model.

3. Geographical Focus

3.1. The Provider shall provide the Service in the following geographical locations:



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3.2. Police stations

3.2.1. The Provider shall provide the Custody Referral element of the Service in police custody suites which process Tri-borough Offenders.

3.2.2. The police stations currently dealing with Tri-borough Offenders:

- Charing Cross
- Belgravia
- Hammersmith
- Notting Hill (Kensington and Chelsea CID)
- Wandsworth (Kensington and Chelsea)

3.2.3. The Provider shall work in police stations which process the highest number of Tri-borough Offenders. Currently, this includes Wandsworth where there is a local agreement with the Royal Borough of Kensington and Chelsea for volume crime offenders to be dealt with.

3.3. Prisons

3.3.1. The Provider shall work in local prisons which hold Tri-borough Offenders. The majority of the male population from the Tri-borough area are located in Wandsworth and Wormwood Scrubs prisons. Wandsworth is the primary location for offenders from Westminster, whilst Wormwood Scrubs is the primary prison for offenders from Hammersmith and Fulham. Offenders from Kensington and Chelsea are split almost evenly between the two. Feltham is the primary holding establishment for offenders under the age of 21 from the Tri-borough area with under 12 month sentences, in addition some Tri-borough 18-21 year olds are held in HMYOI Isis. Some Tri-borough Offenders will be housed in prisons further afield and the Provider may wish to work with these offenders, depending on capacity.

3.4. Premises

3.4.1. The Provider shall provide its own office base within the Tri-borough. For case management meetings, the Provider shall liaise with the Authorised Officer to utilise satellite accommodation within local services for case management meetings.

4. Custody Referral Provision

4.1. The Provider shall provide the Custody Referral element of the Service in police custody suites and assess all Tri-borough Offenders who want to engage.

4.2. <u>Key Requirements</u>

4.2.1. The Provider shall: provide an initial required assessment (Drugs Act 2005) in custody for all Tri-borough Offenders who drug test positive for class A drugs ('Required Assessment')

4.2.2. work alongside police targeted testing processes

4.2.3. focus on voluntary assessments for Tri-borough Offenders who do not test positive for class A drugs but admit wider drug misuse and alcohol misuse and want support.

4.2.4. follow-up assessments for 'red'[1] offenders who have not attended an initial assessment (Drugs Act 2005)

4.2.5. manage a list of prolific out of borough offenders who are arrested within the Tri-borough (this information will be provided by the Metropolitan Police Service) and monitor and report back information to the borough of residence

4.2.6. complete assessments for all substance use

4.2.7. screen for learning disabilities/difficulties and mental health issues as part of the assessment

4.2.8. liaise and share information with statutory and voluntary services for those Tri-borough Offenders already engaged with services, including family services for those offenders involved with the complex families agenda

4.2.9. focus on making sure that individuals who require referrals to substance misuse and other services are able to access such services and follow up on referrals with providers and track engagement

4.2.10. accompany SSPs to court and provide updates to the bench on progress or non-engagement and liaise with substance misuse services at court if Tri-borough Offenders have drug and alcohol issues and work with them to ensure compliance with care plans

4.2.11. ensure that Staff respond to a 24/7 single point of contact number to book Required Assessments for Tri-borough Offenders arrested and tested positive for Class A drugs.

5. Key Worker

5.1. The Provider shall deliver the Key Worker element of the Service so that the Tri-borough Offender is managed from prison and back into the community including without limitation 'hand holding' to ensure that they access services and remain engaged with their personalised action plan.

5.2. Key Requirements

5.2.1. The Provider shall have primary responsibility for identifying Tri-borough Offenders for inclusion in the cohort. The Authorised Officer, to support the development of the Service, will provide analytical capacity to support the Provider with its identification processes.

5.2.2. The Provider shall ensure that Key Workers meet with eligible Tri-borough Offenders in prison within 72 hours of their imprisonment so that Key Workers have an opportunity to identify and try to engage with new individuals, or those who refuse the Service at first contact. If a Tri-borough Offender is being detoxed and cannot be

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[1] Red offenders are those individuals identified through the SSP service or through existing local IOM frameworks as requiring enforcement due to continued offending and non-engagement. This is based on OGRS 'red, amber, green' matrix.

visited in the detox wing the Provider shall ensure that a Key Worker meets the Tri-borough Offender within 7 days rather than within 72 hours.

5.2.3. The Provider shall ensure that a relationship between the Tri-borough Offender and Key Worker is established and remains consistent throughout the Tri-borough Offender's engagement with the Service. The Provider shall formalise the relationship with the Tri-borough Offender through a non-binding agreement, which will enable information to be shared on the individual.

5.2.4. The Provider shall produce a written assessment of Tri-borough Offenders within 5 days of first contact and include within such assessment information from other providers in prison ('Assessment'). The Provider shall ensure that the Assessment is based on an individual's needs and his current level of motivation, capacity and opportunity to change.

5.2.5. The Provider shall liaise with prison officers in developing a custody action plan and pre-release plan for a Tri-borough Offender. The Provider shall ensure that appointments with support services are set up prior to release and housing is secured[2] and that each Tri-borough Offender has a comprehensive personalised action plan which details services to be accessed and lists activities that have been agreed. The Provider shall share the initial personalised action plan with the Authorised Officer.

5.2.6. The Provider shall ensure that prisoners are met at the prison gates by a Key Worker on the day of release.

5.2.7. The Provider shall ensure that there is continued follow-up with Tri-borough Offenders with one to one support which will be more critical in the two weeks post release.

5.2.8. The Provider shall arrange for a Key Worker to escort Tri-borough Offenders to appointments, advocate and support engagement in services.

5.2.9. The Provider shall support the Tri-borough Offender to maintain and rebuild relationships with friends and family and support them to establish positive peer groups.

5.2.10. The Provider shall work with the Tri-borough Offender to develop exit plans and proposals for follow up.

5.2.11. If a Tri-borough Offender reoffends the Provider shall share information on him with courts to inform sentencing.

5.2.12. The City Council will not dictate which Tri-borough Offenders the Provider shall work with and for how long they will engage with each Tri-borough Offender, it is up to the Provider to make these decisions.

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[2] It is expected that the Provider will have begun the dialogue with Housing Services, to secure housing (temporary or supported) before release for the first critical two weeks and/or longer. The Provider should advocate on behalf of the offender with housing services for a longer-term solution.

6. Induction/Transition period

6.1. In the month prior to the contract commencement, the Provider will be required to:

6.1.1. Attend handover meetings with the current Drug Intervention Programme providers (where applicable) and with the current Integrated Offender Management leads to understand handover of role and transfer of cohorts.

6.1.2. Agree with the prisons and Metropolitan Police Service security access and office space.

6.1.3. Arrange office base within the Tri-borough

6.1.4. Arrange security vetting for staff (where appropriate)

6.1.5. Outline case management system to be agreed with the City Council

7. Performance Targets

7.1.1. The following Performance Targets shall apply:

- The Provider to ensure that the staff structures, skills set and capacity outlined in their tender response has been achieved by the end of the second quarter of the Contract
- The Provider to engage a minimum of 50 Short Sentenced Prisoners by the end of the third quarter of the Contract ;

7.1.2. If the Provider fails to meet the two performance targets set out above, the critical default procedures as set out in the contract will be implemented.

8. Working with Statutory Services

8.1. The Provider shall access mainstream resettlement services for Tri-borough Offenders, based on the 7 resettlement pathways, and including without limitation access to GPs, dental health, sexual health services, or supporting referral and engagement with substance misuse or mental health services and shall highlight any barriers to accessing these services with the Authorised Officer.

8.2. The City Council will support the Provider in accessing statutory and mainstream services and give support where there are issues with referrals.

8.3. Working with Probation

8.4. The Provider shall work pro-actively with statutory Tri-borough Offenders aged 18-21 years who have received a short custodial sentence, working alongside probation young adults teams across the Tri-borough.

8.5. The Provider shall support the Tri-borough Youth Offending Service and Probation Service transition panels for each borough in order that they have sight of individuals who may become SSPs in the future. The Provider shall play a pro-active approach in prevention and early intervention frameworks, in partnership with other statutory services.

9. Working with the Metropolitan Police Service

9.1. The Provider shall share relevant case information to support enforcement and to mitigate risk.

9.2. The Provider shall agree with the Metropolitan Police Service how frequently they will share information on non-engaging SSPs who continue to offend and who will therefore be subject to enforcement action.

10. Personalised Commissioning Fund

10.1. A separate fund will be held by the Authorised Officer and made available to the Provider in order that the Provider can request funding for bespoke services for individualised packages of care. The City Council is committed to providing resources to the Provider in order that Tri-borough Offenders access treatment and wider services and comply with personalised action plans. The Provider shall identify the needs of Tri-borough Offenders and propose ideas for support within existing services or new services, ensuring value for money. The Provider shall submit claims to the fund to the Authorised Officer with an up to date personalised action plan. The commissioning fund will be available for the first Contract Year and evaluated by the City Council after the first Contract Year to inform decisions on its use in the second Contract Year.

10.2. The City Council will ensure that there is a quick turnaround when communicating decisions regarding the fund.

11. Performance and evaluation

11.1. The Authorised Officer shall lead the evaluation of the impact of the Service, working with the Provider and partner agencies.

11.2. The Provider shall give full support to the Authorised Officer on the evaluation of the impact of the Service and shall record in their case management system details of assessments, contact points and an overview of support provided as required by Appendix 2 (Data Collection Requirements). The Provider shall routinely provide to the City Council evidence of attainment of payment triggers.

11.3. A quarterly performance report will be produced between the Provider and the City Council. A quarterly monitoring board will take place between the lead commissioners of the Tri-borough and the Provider.

11.4. Any publication of the evaluation of the impact of the Service will be agreed with the Provider and will be communicated by the Authorised Officer.

11.5. There will be two interim evaluations, with performance reviews in each quarter of the Contract Year and one final evaluation in two parts (outcome evaluation and impact evaluation). Appendix 1 provides an overview of the evaluation timetable.

11.6. The interim evaluation in quarter 3 of the service will include a review of the payment structure with the Provider in order to mutually agree changes to targets. (The overall payment amounts will stay the same.) The defined activities for SSP case management and support and interim outcomes will be reviewed as will any need for a margin of error, once there is a greater understanding of the SSP cohort across the Tri-borough.

11.7. The Provider's performance will be reported to and discussed at the Tri-borough programme management board, the Tri-borough reducing reoffending board and each Tri-borough's crime and disorder reduction partnerships.

11.8. The Provider shall provide the City Council with access to inspect the Providers' premises and data systems, and have access to, and be provided with copies of any information (including, without limitation, personal and sensitive data).

12. Information sharing

12.1. The Provider shall share information regarding a Tri-borough Offender (section 115 of the Crime and Disorder Act (1998) gives powers for persons to disclose information regarding an individual's offending or risk of offending) regarding their levels of engagement with services and compliance with a personalised action plan. The City Council will draw up an information sharing agreement between key agencies, which the Provider shall sign up to.

13. Partnership Responsibilities

13.1. The Provider shall maintain and develop relationships with mainstream and voluntary services. The Provider will be supported by the Authorised Officer during Service implementation and will hand over details of processes and protocols from key partners.

13.2. The Authorised Officer will draft service level agreements with the key partners.

13.3. The Provider shall work closely with the wider partnership. The wider partnership responsibilities are listed below:

Partnership responsibilities
1. Police staff will drug test Tri-borough Offenders in police custody 2. Police will refer non Tri-borough Offenders who test positive to their borough of residence 3. Police will book drug and alcohol assessments for Tri-borough Offenders if the Provider's Custody Referral worker is not available in police custody and will notify

the Provider

4. Police will provide enforcement if Tri-borough Offenders do not comply with Required Assessment legislation
5. Police will provide enforcement with SSPs who have been ragged 'red' and who fail to engage in the Service and continue to offend
6. Police will give the Provider a list of prolific out of borough offenders
7. Prison establishments will support the model and provide access, security clearance and office space
8. Prison establishments will broker relationships with current providers working in prisons
9. Prisons will support the identification of SSPs
10. Probation and courts will support the model at Tri-borough reducing reoffending board and ensure that their respective areas are represented at meetings

14. Data Protection, Safeguarding And Risk Management

14.1. The Provider shall:

14.1.1. have clear reporting lines of management responsibility and responsibility of Staff

14.1.2. have clear safeguarding and data protection policies and procedures in place and be able to evidence that Staff have been trained and can implement and work in accordance with these policies and directives

14.1.3. have a working knowledge and understand risk assessment processes and the formulation of defensible risk management plans and models so as to be able to mitigate any risks when working with Tri-borough Offenders

14.1.4. ensure that Staff are trained to work with and manage challenging behaviour and to deal with issues associated with hard to engage Tri-borough Offenders with complex needs and ensure that Staff engage in a programme of continuous professional development in relation to these areas

14.1.5. have procedures in place for communicating and reporting knowledge of serious further offences committed by persons currently open to the Service or within the last 30 days

14.1.6. have procedures in place for lone working.

15. Innovation

15.1. Due to the changing national and regional reoffending landscape, the Provider shall be flexible in terms of any unmitigated changes that may be required to the Service. The Specification will be amended, in consultation with the Provider, to reflect any changes required.

15.2. The Provider may develop further during the Contract Period:

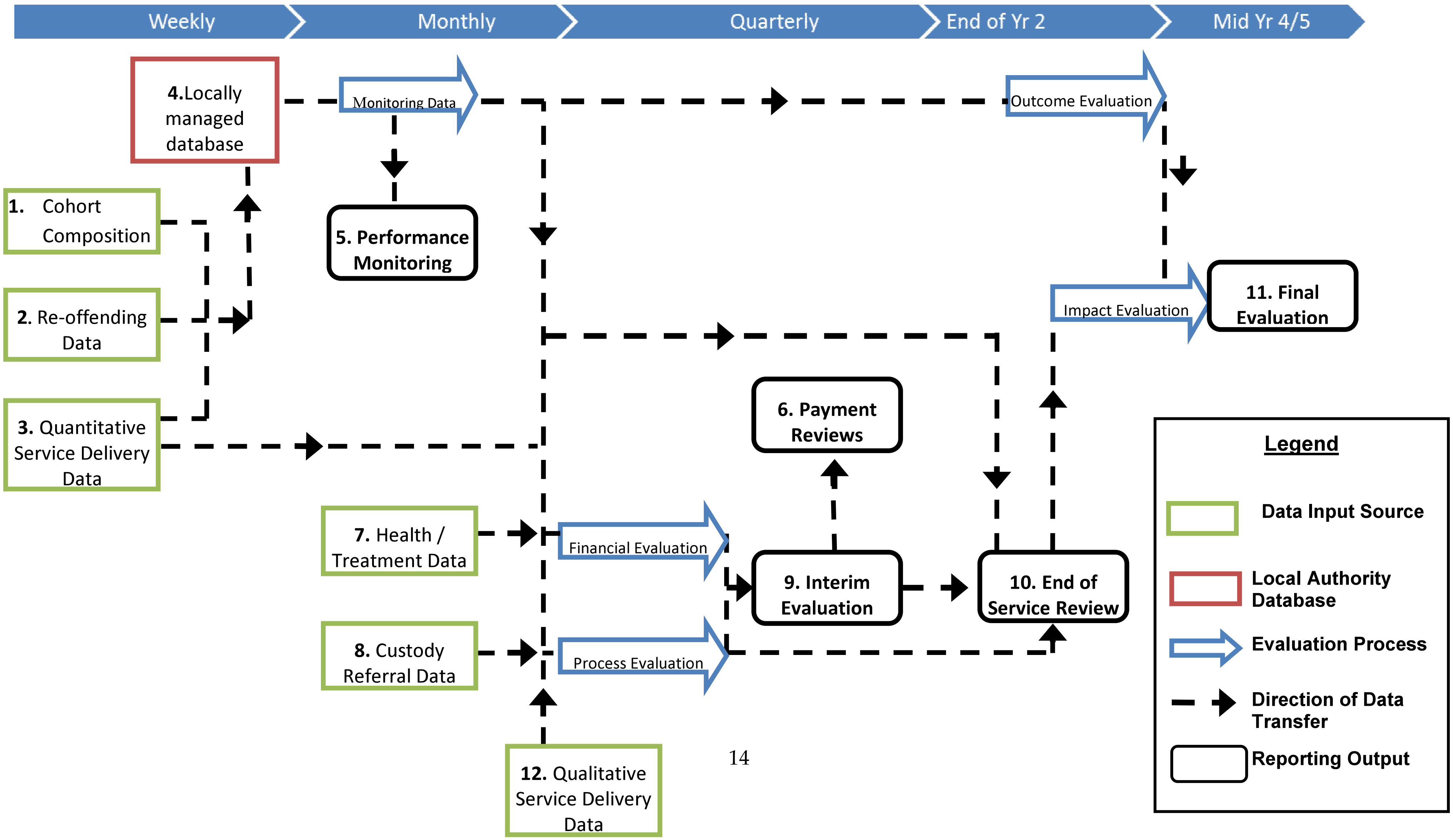
- Monitoring offenders who are not yet offending at a level to warrant a custodial sentence, but their offending behaviour and disposals at court suggest that they might do so in the future.
- Consider including in the Service offenders who were previous SSPs, who may become so in the future.
- Consider monitoring prisoners on remand
- Wider drug testing for other drugs such as amphetamines, ketamine and cannabis is being considered and may become an area of development in the future.

16. Added value

16.1. The Provider shall ensure that its delivery of the Service does not duplicate existing programmes or funding arrangements (including without limitation other programmes within the Integrated Offender Management framework commissioned by the City Council, the Royal Borough of Kensington & Chelsea, the London Borough of Hammersmith & Fulham and within prison establishments.

16.2. The Provider shall ensure that the delivery of the Service is genuinely innovative and delivers support to the target groups which would not otherwise be available to them.

Appendix 1: Evaluation overview



Appendix 2: Data collection requirements

	Provider
Custody Referral team	The Provider shall record details of those assessed including without limitation, name, date of birth, address, PNCID, Custody No (NSPIS ref), offence, voluntary assessment or Required Assessment, offence date, date / time assessed by Custody Referral team, result of assessment (needs etc), referrals made and shall update the City Council monthly.
Cohort Identification	The Provider shall record the first contact point for each Tri-borough Offender (ie Police Custody, Court, prison etc) and if identified pre-sentence, the date of first contact & support received.
Cohort selection/assessment	The Provider shall identify and record full details of Tri-borough Offender, assessment results, risks, needs assessment etc. and any overlap with other schemes (IOM, PPO etc).
Support in HMP Custody	The Provider shall record interactions with a Tri-borough Offender whilst in prison.
Pre Release Action Plan	The Provider shall record a personalised action plan including without limitation all proposed referrals / interventions and support sessions planned.
Release from prison	The Provider shall record a Tri-borough Offender's anticipated release and liaise with the prison services to establish an actual release date. The Provider shall record if a Tri-borough Offender is met at the prison gates by a Key Worker and immediate support received.
Front Loaded Support	The Provider shall record support sessions received and services accessed for each Tri-borough Offender..
On-going support	The Provider shall continually record a Tri-borough Offender's engagement & support received (including without limitation dates and attendance at referred services) and amendments / updates to personalised action plans, including dates changed / completed.
Re-Offends	The Provider shall record all re-offending in the case management system, including key court dates, releases from prison etc, if the same Key Worker is assigned & changes are made to a personalised action plan and any involvement in pre-sentence reports or MG7's (remand applications).

Support ceases	When the offer of support is removed the Provider shall record the date / length of time the Tri-borough Offender has received support and the reason for cessation (ie not engaging, serious re-offence, moved from area etc) and additionally record action taken, such as referred to police for enforcement. For those who complete their personalised action plan, the Provider shall record the date of completion and supply a copy of the exit plan to the Authorised Officer.
Performance Reporting	The Provider shall provide updates to the Authorised Officer regarding key stages in support received (ie completed referrals) and the facility within the Provider's case management system shall be capable of providing bulk downloads upon the Authorised Officer's request.
Payment	The Provider shall evidence quarterly attainment of payment triggers not previously disclosed to City Council via case management system
Evaluations	The Provider shall supply qualitative data to the City Council to aid process evaluations.

Agenda Item 11

	London Borough of Hammersmith & Fulham **CABINET** **22 JULY 2013**

LEARNING DISABILITY ACCOMMODATION AND SUPPORT- FUTURE PLANS	
Report of the Cabinet Member for Community Care : Councillor Marcus Ginn	
Open Report	
Classification: For Decision **Key Decision:** Yes	
Wards Affected: All	
Accountable Executive Director: Stella Baillie – Director of Provider Services and Mental Health Partnerships	
Report Author: Fran Pitcher – Interim Senior Commissioner – Complex Needs	**Contact Details:** Tel: 020 87531814 E-mail: fran.pitcher@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1 The attached accommodation and support strategy has been developed to improve the quality, quantity and choice of housing with support services for people with learning disabilities in the borough.

1.2 Through both the review of existing in borough provision and the delivery of new housing and support developments, the Council aims to maximise independence, reduce health and social care costs, and the reliance on out of borough residential care .

1.3 Needs analysis has demonstrated that there are increasing needs and numbers of people with learning disability in the borough. To provide the additional capacity needed to meet housing need, modernise services and reduce Adult Social Care revenue expenditure the Council will need both to deliver new units of Supported and Extra Care Housing and to replace existing provision which does not meet the current and future needs of its residents. This is in line with the Council's Corporate Asset Management Plan which aims to re-invest from unsuitable premises into new fit for purpose facilities.

1.4 A crucial part of this modernisation programme is the Council's directly provided services for people with learning disabilities, residential care, and community support and respite provision. A review of that housing provision is needed , along with other in borough accommodation, to ensure they are fit for purpose in terms of meeting the longer term needs of their residents and the future needs of the learning disability population.

2. RECOMMENDATIONS

2.1. That the principles of the strategy (Appendix A) which outlines the vision for improving the quantity and quality of housing and support services for people with learning disabilities in the borough, be agreed.

2.2. That further public consultation takes place on the proposed vision for accommodation and support as outlined within the Strategy.

2.3. That officers investigate options for future housing developments in the borough for people with learning disabilities, as the broad modernisation programme needed to deliver accessible quality housing support services will involve both the remodelling of existing provision which is not fit for purpose and the development of new supported housing to replace costly residential care services.

2.4 That approval be given to review the existing borough accommodation and support provision for people with learning disabilities, including in house services, against agreed housing criteria and standards; and that any proposed changes as a result of this review will be the subject of a future detailed report which will outline the benefits for current and future residents.

3. REASONS FOR DECISION

3.1 There are currently 460 adults with a learning disability who are known to the Council in terms of receiving services. This number is predicted to rise due to increasing numbers of young people with a physical and learning disability living into adulthood, and an ageing population of service users with a learning disability combined with ageing carers. This increase in both levels of need and numbers of people will raise the demand and need for accessible accommodation locally.

3.2 The current predicted increase in the number of people in London aged 18 to 64 with a moderate to severe learning disability who are known to Local Authorities and therefore likely to be eligible for adult social care; is expected to increase by 11% by 2020[1]. On this basis the number of adults with learning disabilities requiring services from the Council would increase by approximately 50 people to 510. (from a base of 460 people)

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[1] Data source: PANSI website (Projecting Adult Needs and Service Information) using LD moderate/severe population projections aged 18 to 64.

3.3. A detailed local needs analysis has been undertaken looking at the numbers and needs of young people in transition from Children's to Adult Services and the demands of a growing ageing population. A review of local accommodation and support has identified how well existing services are meeting current needs and whether they will meet future demands.

3.4 A minimum of 24 additional units of specialised housing with support will be needed over the next two to three years to prevent young people with complex needs being placed in costly residential care out of borough, to appropriately return people to in borough services and provide accessible housing to an ageing population.

3.5. The Council are currently looking at potential sites for the above new Learning Disability Housing Development.

3.6 Some of the existing services will need to be remodelled in addition to new developments that are needed in order to meet the demand for specialist provision and provide a more diverse range of local housing options

3.7 There is a lack of suitable accessible accommodation in the borough for people with challenging behaviours, autism and with physical needs. This has lead to a high number of people with complex needs currently placed out of the borough in high costing residential care and a lack of local suitable alternatives. This is of particular concern in light of the safeguarding issues raised by the investigation into the events at *Winterbourne View Hospital* and subsequent report which places the requirement on local authorities and health partners to develop local housing plans that meet the needs of people with challenging needs so that vulnerable people no longer live inappropriately in specialist NHS or independent sector hospitals.

3.8 A review of existing housing provision in the borough is needed to assess whether it is fit for purpose in terms of meeting accessible housing design and space standards and ensure that there is a plan in place to either refurbish or re invest in new developments to ensure that the Council has a supply of suitable long term housing provision .

3.9 Retaining existing services and housing offers would not deliver accommodation that enables people to have their own home with support, maximise independence and reduce spend on care services. Nationally, residential care services are being replaced with models of Supported Housing and Extra Care. A recent London market position statement from NHS London[2] identifies that Hammersmith and Fulham has one of the highest numbers of people in non settled residential care accommodation.

3.10 There is evidence to suggest that some models of housing and accommodation services are not providing best value. LBH&F has a limited range of housing

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[3] Market Position Statement for Learning Disability Service Requirements and Provision in London Jan2013.

models available which offer people the opportunity to live independently in their own home whilst sharing support .Evidence nationally and from other London Borough's has shown that there are significant opportunities for savings by moving from models of residential care to supported living.

3.11 There is a need to remodel current provision to further the personalisation agenda and the further roll out of personal budgets to facilitate greater choice and control for service users.

4. BACKGROUND

4.1 A needs analysis has been undertaken and a supply mapping of current local housing and accommodation. One of the key findings, which are contained in the Appendix to this report, are that there will be an estimated 86 people over the next three years requiring alternative housing and support . This is based on people coming through from children's to adult services, living with ageing carers, and needing to move from their current housing.

4.2 This strategy demonstrates the commitment of Adult Social Care, Housing and Health to work collaboratively to meet national policy drivers to improve the health and independence of people with learning disabilities through offering greater local choice of housing and support options as alternatives to residential care.

4.3 Recent Government policy documents have made it clear that personalisation and community engagement are the key building blocks of the reform agenda The 2012/2013 Adult Social Care outcomes Framework (DOH 2011) has a set of outcomes measures that relate to the proportion of people who use services who have control over their daily life. It continues to measure the move to settled accommodation, and the numbers of people who have a tenancy and the degree to which people with learning disabilities and their families have the opportunity to make informed choices about where and with whom they live.

5. PROPOSAL AND ISSUES

5.1 To improve the quality and quantity of local housing with support to meet the rising demands emerging from the change in demographics, major investment will needed for the development of alternative housing and support services which are fit for the future, accessible and cost effective. The accommodation has to be designed to meet a variety of complex needs, including those with challenging behaviour and physical disabilities.

5.2 Opportunities for new housing developments within the Borough will need to be explored to meet this growing need for accessible specialist housing. The model of support needs to be flexible, affordable, fit for the future and offer people, including those with the most complex needs, the opportunity to have their own home, make use of community facilities and be connected to the world of work where this is appropriate.

5.3 It is proposed that a formal review and consultation process is undertaken with Council staff, residents and their families/carers on existing in borough housing and support provision .

5.4 In the context of the overall Housing and Support Strategy there is a need to ensure that all the current Council directly provided accommodation and support services are providing best value, and are fit for the future in terms of meeting current and future needs. The outcomes of this review will inform any future decisions regarding these services.

6. OPTIONS AND ANALYSIS

6.1 Retaining existing residential care services would not deliver the same value for money as provision through Extra Care and supported housing models. A key part of delivering this strategy is the re registration of existing residential care services as supported living. This is being taken forward with Yarrow Housing one of the main providers of in borough residential care.

6.2 This will go some way to providing a broader range of housing models but will not address the overall shortage of accommodation for people with challenging and complex needs who need accessible specialist housing with support.

6.3 New developments are required in the borough which could be funded through the use of capital receipts from the sale of existing Council provision which is not fit for purpose in terms of meeting future needs. This objective supports the Council's Asset Management Plan of reinvestment from property that is no longer fit for purpose. The development of new housing and support units in the borough will provide the much needed increase in wheelchair accessible units available for people with complex needs and prevent people having to be accommodated out of borough. It will also enable clients placed out of borough in high cost residential care placements to move back and provide more appropriate services for young people with complex needs who will require services from adult social care.

6.4 The Council owned building at Coverdale Road is a three story terraced house with a large number of narrow stairs to the bedrooms on the upper floors. The property has shared bathrooms which causes difficulty in a mixed gender household, where vulnerable residents often need private en suite facilities. The property is not suitable for people who have mobility needs or challenging behaviour including autism. A number of the current residents are ageing; and as these people's needs for physical support become more complex, Coverdale Road will not be able to meet their needs. This type of property is not dissimilar to other existing Council and Registered Social Landlord housing provision and highlights the need for a range of services to be reviewed.

6.5 There is a shortage of specialist accessible housing in the borough and the overall suggested strategy for the Council is to re invest capital assets into local quality housing options to address the shortfall in provision.

7. CONSULTATION

7.1 A review will be undertaken of in borough provision which will include consultation with service users and their families/carers. This will report into a project board comprising of senior officers and other key stakeholders to provide governance and track progress.

7.2 The outcome of the review will be reported to Cabinet with detailed plans regarding the future of the services. Staff and trade unions will be consulted about the proposals outlined in this report.

7.3. This report seeks approval to further consultation on the overall Accommodation and Support Strategy which is attached at Appendix 1.

8. EQUALITY IMPLICATIONS

8.1 An Equality Impact Assessment is not necessary at this point as this report seeks permission to go out to consultation on the strategy (Appendix 1), and the future delivery of services.

8.2. Any consultation on the future delivery of services will involve Independent advocates who will work with service users and their families/carers individually and collectively to ascertain their views which will be reflected in the outcomes of the consultation process. A consultation document will be drawn up with an easy read version which will be available for service users

8.3. There will be a range of ways in which people can contribute to the consultation: in writing; at public meetings; via e mail and by individual meetings where appropriate.

8.4 An Equalities Impact Assessment will be carried out during the consultation period and will contribute to decision making following the consultation.

9. LEGAL IMPLICATIONS

9.1 The Council has a duty to its vulnerable residents and to make provision for services and accommodation. The Council has discretion on how it delivers the services and accommodation required and the proposals are clearly within that discretion. Although the Council is not obliged to undertake a public consultation on the Strategy it is sensible, reasonable and prudent to do so in order to be able to resist any legal challenges to the proposals.

9.2 Implications confirmed by: David Bell, Senior Lawyer, The Royal Borough of Kensington and Chelsea. Tel. 020 7361 2142

10. FINANCIAL AND RESOURCES IMPLICATIONS

10.1. This report seeks approval to a review of in borough services and consultation on the attached Strategy. It has no direct financial implications.

10.2 The average cost of residential care for adults with learning disability in London is £1,396 per week and £1,200 per week in Hammersmith & Fulham

10.3 Any proposed changes as a result of further review and the consultation exercise will be detailed in a future report, which will include the full financial implications.

10.4 Finance and resource implications confirmed by: David Hore, Finance Manager, Adult Social Care. Tel. 020 8753 4498

11. CONCLUSION

11.1 This report seeks approval to a review of housing and support provision in the borough for people with learning disabilities, against agreed criteria and standards. The broad modernisation programme needed to deliver accessible quality housing and support services will involve both the remodelling of existing provision which is not fit for purpose and the development of new supported housing to replace costly residential care services. Any proposed changes as a result of this review, which will include consultation with families and services users, will be the subject of future detailed reports which will outline the benefits for current and future residents.

12. COMMENTS OF THE EXECUTIVE DIRECTOR OF FINANCE AND CORPORATE GOVERNANCE

12.1 There are no financial implications contained within this report. The full financial implications of any changes arising from the strategy will be contained in a future cabinet report.

Sue Redmond
Tri-borough Executive Director Adult Social Care

Appendix: Learning Disability Accommodation and Support Strategy

HAMMERSMITH AND FULHAM
ACCOMMODATION AND SUPPORT STRATEGY FOR PEOPLE WITH LEARNING DISABILITIES
2013- 2016

CONTENTS

APPENDIX 1 : Hammersmith and Fulham Learning Disability Accommodation and Support Strategy Draft v 1

1. EXECUTIVE SUMMARY

1.1 This strategy outlines the Council's vision and plan to improve the quality, quantity and choice of local housing and support options for people with learning disabilities in Hammersmith & Fulham. This will include provision that is funded by both health and social care.

1.2 Through the implementation of the strategy the Council will use assets more effectively to meet emerging demands and deliver service models that make best use of assets and revenue budgets. This is in line with the Council's Corporate Asset Management Plan which aims to re-invest from buildings that are no longer fit for purpose to create new facilities which will better meet local needs.

1.3 There is a need to remodel learning disability housing and support services in the borough. There is an over reliance on residential (registered) care models and insufficient supply and range of housing and support providers; and models of service; to offer real choice in meeting the needs of people with learning disabilities in the borough, particularly those with challenging needs. This has meant that many people with learning disabilities have had to be been placed in out of borough high cost residential care placements. Appendix 2 contains more detail on the background to this strategy in terms of the local drivers for change and improvement.

1.4 A key objective is to replace out of borough high cost residential care services with local supported housing models that deliver better outcomes for people with learning disabilities in terms of promoting independence, increased choice and control, and value for money.

1.5 To meet the growth in need and numbers of people with learning disabilities in the borough new housing developments will be needed as well as a programme of remodelling existing accommodation services. There is a shortage of supply of high quality specialist housing provision in the borough to meet current and future complex health, social care and physical needs. Through the delivery of new and re modelled in-borough housing and support options for people, the Council aims to provide access to a range of quality local housing provision avoiding the need for out of borough expensive residential care provision.

1.6 A housing needs analysis has been undertaken. Further detail of this can be found in Appendix 3 of this Strategy. This has identified that over the next 3 years approximately 86 people will need to be found alternative specialist housing in the borough. This analysis is based on local demographic and needs information and includes people both inside and outside of the borough who need to be re provided into alternative housing that better meets their needs, and the increasing demand from numbers of people in transition from Children's to Adult services and people living with older carers. To meet this housing need the Council will work with existing housing providers to re provide and re model some existing provision and re invest capital from current Council housing stock that does not meet the future needs into 24 specially designed housing units for people with autism, challenging needs and physical disabilities.

1.7 The purpose of this local strategy is to set out what will be done in Hammersmith and Fulham to ensure that these gaps in housing and support services are addressed over the next three years. It is recognised that developing quality housing and support will require a number of different approaches and cannot solely rely upon access to scarce Council housing provision alone. It will require working with all sectors of the housing market including the private rented sector as well as registered social landlords to identify opportunities for investment into existing; as well as new; housing developments.

1.8 The strategy includes an action plan for the first year of implementation, setting out how the objectives will be achieved. This strategy will be supported by a dedicated programme to deliver the overall objectives.

2. SUMMARY OF KEY PRIORITIES

2.1 The actions to implement this strategy are detailed in the delivery plan at Appendix 1 of this document. Appendix 2 details the background to what factors have informed these priorities in terms of policy, the views of people with learning disabilities, and local challenges. Appendix 3 contains the housing needs analysis that has also informed the key actions that need to be taken.

2.2 The following is a summary of the key priorities that will be delivered over the next three years :

- We will meet the demand in growth in needs and numbers of people with learning disabilities requiring specialist housing and support, with new and remodelled housing developments in the borough. This will both avoid people being placed in out of borough expensive residential care placements and provide alternative provision in borough for people who are currently placed outside. This will be achieved by working with private sector landlords as well as Registered Social Landlords to identify an increased number and range of accessible local housing.

- It is acknowledged that the quality of some of the existing local housing provision is not fit for the future in terms of meeting the longer term specialist and mobility needs of an ageing local population and young people with physical and complex needs coming into adult services. In line with the Council's Corporate Asset Management Plan a review of current housing stock will be undertaken and opportunities for capital re investment will be identified from some existing Council buildings which are not providing quality housing. This will provide local additional specialist housing developments for people with complex, challenging needs.

- Further opportunities will be explored to access existing and future extra care and sheltered housing provision in the borough which would provide an appropriate model of housing and support for people with learning disabilities who themselves may be older.

- To fill the gaps in the range and type of local accommodation, particularly in the provision of 'cluster 'housing provision which could provide shared and peer support. A local Shared Lives scheme could provide a flexible local short breaks alternative to residential care . This option will be explored further.

- Avenues for attracting additional capital into local housing investment programmes will be explored such as the Mayor's Specialist Housing Fund.

- The existing pathways into and through mainstream housing and support will be reviewed to ensure that people have the opportunity to access more independent supported and mainstream housing tenancies.

- Future models of accommodation will be based on promoting independence through tenancy arrangements , flexible personalised support and access to community activities and supported employment opportunities. Current local residential care provision will be re modelled where appropriate into housing with supported tenancies.

- People placed out of the borough will be given the opportunity to return through the provision of new and re modelled local services for people with complex and challenging needs.

- Effective, timely planning with people who are living with older carers and those who are moving from Children's and Adult Services will be delivered to ensure that future housing needs are identified and that people have access to good housing advice and information.

- The future development and implementation of this strategy will involve people with learning disabilities and their families/ carers and will be driven and monitored through the work of the Housing Sub Group reporting to the Learning Disability Partnership Board.

3. VISION FOR HOUSING AND SUPPORT

3.1 The delivery of this Strategy is based on the following key outcomes:

- That people with learning disabilities experience more choice and control in the range, quality and supply of local supported housing available as an alternative to out of borough residential care

- Housing and support services will maximise the opportunities for all people with learning disabilities to live ordinary lives in the community, in their own home , including people with autism, complex and challenging needs. People will only be accommodated within NHS and independent health resources if this is deemed necessary.

- Improved pathways into and through housing will offer independent 'move on' options to people who have gained skills and confidence and increased access to supported employment and other community activities.

- People will have access to new and improved high quality housing and support services that are fit for the future, providing flexible provision that meets people's longer term access needs .

4. SUMMARY OF KEY ACTIONS

4.1 The following is a summary of the key actions that will be taken in the first year of the implementation of the Strategy to deliver the above priorities and overall vision .

- We will work with Yarrow Housing one of the main in borough residential care providers to re model 7 residential care homes to supported living.
- Make decisions on the best options for expanding the use of the private rented sector through brokering longer term lease arrangements with landlords.
- Look to appropriately reinvest Council assets into new and refurbished local housing developments to meet the longer term housing needs of people with challenging behaviour, autism and physical disabilities.
- Identify possible sites, develop a design brief and business plan for the estimated 24 units of additional specialist housing required to meet increased housing needs.
- Review the process for referrals into and out of general needs supported housing

- Develop housing models within 'clusters' with access to a network of shared community support with links to employment, training and community activities .
- Existing local accommodation and housing provision will be reviewed to ensure that it is fit for purpose to meet changing needs.
- The access to existing extra care housing will be reviewed with the identification of joint scheme development opportunities with older person's services.
- Develop options for a shared lives scheme in the borough for the provision of short breaks.
- Review the current contracts for accommodation and support across the Tri borough and identify any joint synergies for development.
- Review existing contracts with providers to move towards a core and flexi model of support
- Work with existing local housing and support providers to re model and refurbish provision where possible/appropriate to better meet the specialist needs of people with high level and challenging needs .
- To identify opportunities for bids for external capital funding , to help develop new specialist supported housing projects

5. COSTS OF HOUSING AND SUPPORT

5.1 To deliver the above vision and priorities will require both capital and revenue funding streams. Crucial to any housing developments is the need for the Council to make the best use of its assets and ensure longer term financial viability. Adult Social Care currently funds a number of people in residential care and supported living placements . More detail on the numbers of people living in different models of housing can be found in Appendix 3 which details housing supply.

5.2 Currently there are:

- **186** people living in registered care; **146** (78%) of these placements are funded by the Local Authority; **40** (22%) funded by NHS

- Of the 186 placements, **119** (64%) the greater number fall out of borough (with 95% of the 40 NHS funded placements falling out of borough).

Of the 170 residential care placements, about 70 are outside of Greater London (ie outside of the M25); 30 of which are beyond the Home Counties area (eg Wales, Lincolnshire, Darlington

Table 5: Number and Proportion of In/Out borough placements against funding source

	Number			%	
Funding	Out Borough	In Borough	Total	Out Borough	In Borough
LA	81	65	146	55%	45%
PCT	38	2	40	95%	5%
Grand Total	119	67	186	64%	36%

5.3 Within recent years fewer residential care placements are being made but they are increasingly for people with challenging needs at an increasing cost. Whilst the average cost of residential care is about £1,200 per week the average cost of a placement for person with complex needs in out of borough residential placements is in the region of £1,752 per week.

5.4 Calculating the costs associated with supported living schemes in comparison to residential care is not straightforward. Costs vary greatly depending on the needs of the person and the package of care required to meet those needs. Generally, the supported living package is cheaper as the rental stream is paid for by the person themselves, often through housing benefit, whereas in residential care the Council is paying the housing as well as the support and care costs.

5.5. Westminster and RBKC have successfully developed local supported living arrangements for people with complex needs. Drawing on comparisons with their costs and design requirements we can make some assumptions on the costs of residential care compared with models of supported living which identifies that the average cost of supported housing can be 10% lower than residential care.

5.6. The capital costs of developing new extra care/supported living schemes are enormously varied and will be influenced by land costs, site constraints and particular design features. The basic capital finance for most Extra Care Housing schemes, at least where there is a large social rental element, are in the main Social Housing Grant, Department of Health Grant (to Social Services Authorities), private finance in the form of a mortgage (or similar loan mechanism) and contribution of land and/or buildings from one of the partners involved in the development.

6. FRAMEWORK FOR DEVELOPMENT AND IMPLEMENTATION

It is important to note that this is an initial draft Strategy which will be subject to further development work and consultation with people with learning disabilities and their carers through the Housing Sub Group which reports to the Learning Disability Partnership Board.

The overarching principles and priorities within the Strategy and Implementation plan will be subject to review following the consultation before its final sign off and implementation.

It is important that carers and people with learning disabilities are involved in the implementation of the Strategy as well as its development. In this respect the ongoing review and monitoring of its delivery will be through the Project Implementation Board , and the Learning Disability Housing Sub Group.

7. APPENDIX 1. DELIVERING HOUSING OPTIONS

The following Implementation Plan sets out the actions that will be taken to deliver the outcomes of this Strategy in 2013 to 2014. It is acknowledged that this Plan can only be implemented on the basis of good partnership working with service users and carers and joint commitment and co-operation between council departments and other external housing and support agencies.

Outcome 1 - Greater Choice and Control:

People with learning disabilities experience more choice and control in the range, quality and supply of local supported housing available as an alternative to out of borough residential care

Aim	How	Target	By whom	By when
There is increased choice and range of local supported housing available as an alternative to out of borough residential care	To work with Yarrow Housing and other local residential care providers to re model services where appropriate as supported living. This will enable people to live more independently in their own homes through tenancy with support arrangements.	Re model 7 residential care homes to supported living	Francesca Gasparro- ASC Commissioning /LD Community team	April 2014.
	To consider developing a wider range of supported housing models including 'housing networks' or 'clusters 'where people have access to their own accommodation within a wider network of community support	Explore viability and options for housing network developments	Francesca Gasparro- ASC Commissioning /LD Community team	Nov 2013
That people have more choice and control over their housing options and the support that they receive.	Models of supported housing will be delivered through the use of personal budgets to enable choice of support from a range of providers. Flexible individual hours of support will enable people to have more choice in the type	Review existing contracts with providers to move towards a core and flexi model of	Francesca Gasparro- ASC Commissioning	Dec.2013

	of support and who provides it.	support.		

Outcome 2 – Access to your own home

Housing and support services will maximise the opportunities for all people with learning disabilities to live ordinary lives in the community, in their own home , including people with autism and complex and challenging needs. People will only be accommodated within NHS and independent health resources if this deemed necessary.

Aim	How	Targets	By whom	By when
To increase the volume and quality of specialist housing and support provision available in the borough to provide for the increasing numbers and needs of people with learning disabilities, autism and challenging needs.	To work with existing local housing and support providers to re model provision where appropriate to better meet the specialist needs of people with challenging needs and autism. To review all people living in NHS and independent health resources and if appropriate, offer alternative supported accommodation in the borough To identify Council property assets for re investment opportunities to either refurbish or build new properties that would better meet the needs of people who require specialist housing	. To review current local residential care and supported housing provision and provide recommendations for any re model or re commissioning arrangements. Identify possible sites, design brief, and business plan for 24 units of additional specialist housing.	Francesca Gasparro- ASC Commissioning /Christine Baker- Provider Services Learning Disability Community Team Pauline Mason- Service Development/Planning Dept	April 2014. October 2013.

Outcome 3 - Promoting independence

Improved pathways into and through housing will offer independent 'move on' options to people who have gained skills and confidence and increased access to supported employment and other community activities.

Aim	How	Targets	By whom	By when
Continue to review and strengthen systems to ensure people have access to information and support on available housing options	To review the pathway's into general needs housing provision to ensure that the PATHS post is working effectively and that people are provided with timely effective information and advice about the range of housing options available. To ensure that people have access to mainstream housing by the effective identification of those who wish to move on from home or are ready for a more independent model of support	Review the process for referrals into and out of general needs supported housing	Lucy Baker PATHS/Julia Copeland - ASC Commissioning	Feb 2014.
. New housing options promote community links and social inclusion	That any new housing is developed within models of community hubs or clusters with support and links to employment, training and community activities.	Specification and design brief agreed.	Pauline Baker/Hannah Carmichael	Dec 2013.

Outcome 4 –Housing that is fit for the future

People will have access to improved high quality housing and support services that are fit for the future, providing flexible provision that meets people's longer term access needs .

Aim	How	Targets	By whom	By when
Identify development opportunities to increase the availability and quality of current housing stock to meet the changing needs and specialist requirements of the local learning disability population.	To consider joint commissioning opportunities across the Tri Borough to achieve the economies of scale and level of investment needed to develop the new housing provision required. Joint working between housing, adult social care and other local authority departments and agencies, to deliver the strategy.	To review the current contracts for accommodation and support across the Tri borough and identify any joint synergies	Mary Dalton – Senior Commissioner Complex needs	November 2013.
	The existing accommodation and housing provision will be reviewed to ensure that it is fit for purpose to meet changing needs. Where accommodation is deemed not fit for purpose, to consult with service users and their carers to consider alternative accommodation.	To review current in borough housing provision.	Christine Baker Operational Manager Provider services /ASC Commissioning	June 2014
	To identify opportunities for bids for external capital funding , to develop new specialist supported housing projects	Re visit bid to the Mayor's Specialist Housing Fund	Housing Options	April 2014.
	To investigate the opportunities for using the private rented housing market to increase access to available	To consider options of using independent sector housing brokers to put in place lease arrangements with	Fran Pitcher ASC Commissioning	December 2013.

	housing in the borough.	private sector rented landlords.		
To meet the growing housing demand of an ageing local population of people with learning disabilities	To work with older person's services and housing partners to identify both access to existing; and development of; joint enhanced Extra Care Supported Housing schemes to meet the needs of older LD population who may have additional dementia/physical disabilities. To ensure that the use of assisted technology is fully utilised within existing and new developments so that people's independence is maximised Ensuring that families are involved in planning for the future and that agreed plans are in place for people when families are no longer able to care	Identify new joint scheme development opportunities. Review the access to and referrals into existing extra care housing Incorporate into review of local housing Incorporate into review of housing pathways	Hannah Carmichael/Mary Dalton /Adult Commissioning Francesca Gasparro Adult Commissioning LD Community Team /PATHS	November 2013. April 2014.

8. APPENDIX 2 – BACKGROUND TO THE STRATEGY

1. NATIONAL PICTURE

1.1 The Care and Support White Paper, published in July 2012, emphasises the importance of prevention and encourages Adult Social Care and Housing departments to work together to effectively meet the housing and care needs of disabled people. The White Paper acknowledges that existing supply of accessible specialist housing is limited and that investment in new housing options is required to meet rising demands.

1.2 The key findings from a recent report published by national Mencap – '*Housing for people with a learning disability*'[1] found that :

- The demand for services is set to rise steeply. In 2011, there was a 3% increase in the number of people with a learning disability known to local authorities who needed housing with support. A further 5.7% increase is expected over the next two years.
- Nearly 20% of people with a learning disability known to local authorities live in accommodation that needs improvement.
- Most people with a learning disability who live with family and friends want greater independence, with around 70% wanting to change their current housing arrangements to achieve this.

The report also found that there were a growing number of national barriers that had to be overcome in order for people to access their own housing with support arrangements.

Resources: With growing demands on housing and support services, alongside reductions in local budgets, local authorities are finding it increasingly difficult to house people with a learning disability and support them to live independently.

Planning: A lack of support for planning for the future by individuals and families resulting in high-cost emergency housing solutions.

Complex needs: An overall lack of available appropriate local services and resources to people with high level needs.

Lack of housing: 61% of local authorities reported that they felt that local housing arrangements were not meeting the needs of people with a learning disability. This has led to long waiting lists, large numbers of people living far away from family and friends, and a high number of people living in arrangements that do not promote independent living

Welfare Reform Act 2012, will change the way many housing options are funded and the ability of local authorities to support independent living for people with a learning disability: Changes in the Act are likely to reduce the availability of benefits for those with low and moderate needs.
The new size criteria in social housing may force people to move or take a benefit cut if they have a spare room which could be used for their informal care and support arrangements. The tightening of Local Housing Allowance will make it harder for people

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[1] Housing for people with a learning disability – Mencap 2013.

with a learning disability to access housing that adequately meets their needs and will reduce choice and control for individuals.

Within the above context modernising local and support housing services is a challenging agenda which will require working in partnership with a range of housing partners across the tri borough to look at shared needs and possible joint commissioning opportunities to ensure that services meet the holistic needs of the population.

2. LOCAL DRIVERS FOR CHANGE AND IMPROVEMENT

2.1 Increasing numbers of young people with a physical and learning disability are living into adulthood, and an aging population of service users with a learning disability combined with aging carers increase the need for accessible accommodation locally.

2.2 There is not sufficient provision for people with challenging behaviours, autism and people with physical needs in borough to meet the increasing need and numbers of younger people with very challenging behavior and increased need for specialist Autism provision.

2.3. This has lead to a comparatively high number of people currently placed out of the borough in residential care and a lack of choice of suitable local alternatives. This is particularly true of people with complex needs who tend to be placed out of the borough. A good deal of the current housing stock is not fully accessible and not fit for purpose in the long term.

2.4 There needs to a broader range of supported housing options offering more choice of local provision and models of support.

2.5 The increase in demand for housing and support is at a time when local authorities need to use their resources efficiently with reduced expenditure. Alongside this, service standards are evolving rendering some buildings and services unfit for future demands. The Council aims to continue to deliver high quality services and will continue to review existing buildings and services to identify key areas for improvement.

2.6 Changes in the way day services are provided in the future will have an impact on residential care and supported housing providers with the need to deliver tailored made packages of support to enable access to community activities and deliver holistic packages of support.

2.7 The move to personal budgets will mean that residential care providers will need to re model the support delivered to enable a choice of support provider and housing options. Commissioner's and providers need to look at way services are currently costed and contracted to ensure that future models of provision are in line with the personalisation agenda and the further roll out of personal budgets.

2.8 Models of housing support need increasingly to be able to offer individual tailored support, but also be sustainable in the longer term by offering value for money through shared support and economies of scale .This challenge to providers and commissioners' will lead to some models of provision needing to re model to offer own individualized space , but within shared staffing and communal space.

2.9 A need to invest in Assisted Technology to enable people to live in their own homes as independently as possible, without an over reliance on support staff.

2.10 Greater choice of 'move on' housing options for people, to enable more people placed in residential care to be supported in less expensive more independent options.

2.11. In the light of the safeguarding issues raised in the serious case review into *Winterbourne view* , there is a need to look at commissioning more local solutions for people placed in out of borough independent sector hospital provision.

2.12 With the benefit changes, move to universal credit and changes in Housing Benefit there is the need to ensure that housing models are sustainable in terms of rental and benefit income and that they include opportunities for employment.

2.13 The development of new housing options will need to be in partnership with Health, Housing, Employment and Training and across the tri borough commissioning arrangements.

2.14 There is evidence to suggest that some existing models of housing and accommodation services are not providing best value, due to either the model of care or the comparative market cost.

2.15 The mapping of housing supply shows that LBH&F has a limited range of housing models available which offer people the opportunity to live independently in their own home whilst sharing support within a ‘hub’ or ‘cluster’ model.

3. HOUSING AND SUPPORT FOR PEOPLE WITH CHALLENGING NEEDS

3.1 In December 2012 the government published its final report into the events at Winterbourne View Hospital and set out a programme of action to transform services so that vulnerable people no longer live inappropriately in specialist NHS or independent sector hospitals and are cared for in line with best practice.

3.2 One of the key findings was that many people who were in hospital didn’t need to be there, in terms of receiving assessment and treatment and many stayed for far too long beyond their assessed need. The report also exposes that the main reason given for referrals to hospitals was ‘management of a crisis’, which suggests an intrinsic lack of planning for crises or local responsive services for people with this type of support need.

3.3 The report and associate concordat has placed a number of key actions and deadlines on Local Authorities and Health partners. The key deliverable is the target date of the 1st June 2014 for people currently in specialist hospital provision to be repatriated into alternative local housing and support if following review the person has been assessed as no longer needing this provision.

3.4 The expectation is that each area will put in place a locally agreed joint plan for high quality care and support services for people of all ages with challenging behaviour.

3.5 In implementing these new local plans the concordat states that “*…the strong presumption will be in favour of supporting this with pooled budget arrangements with local commissioners offering justification where this is not done.*

3.6 This joint strategy and appended implementation plan addresses this need by identifying the specialist housing developments required over the next three years to meet the needs of people with complex and challenging needs who are in out of borough residential placements and independent hospital provision who would benefit from moving back locally.

3.7 Model of support

New local housing developments for people with challenging needs will be based on national models of good practice in terms of providing high quality self contained housing provision within a cluster arrangement, which would provide on site 24 hr support, sharing a staff support team, sleeping in, and waking night staff if required providing a safe independent living environment. Any new housing and support schemes would be provided on the basis of a "core" and "flexi" contracted service which would provide the varied amount of staffing hours needed to meet a range of individual needs . A core level of accommodation based staffing would be provided with the ability to purchase additional hours of support thereby individualising and personalising support packages.

4. WHAT ARE PEOPLE SAYING ABOUT THEIR HOUSING AND SUPPORT

4.1 The development of this Strategy has taken into account what people with learning disabilities have said about their current housing and support through representative housing sub groups and meetings . The following is some of the feedback people have given when consulted about their housing needs and current situation. The actions needed to address the issues that have been raised below are included in the Improvement Plan as part of this Strategy. There will be further wider consultation with families and people with learning disabilities on the development of this draft strategy before it is agreed. It is also important that carers and people with learning disabilities are involved in monitoring its implementation. The framework for further development and monitoring is included in the section below and the actions in the Implementation Plan.

- *Sometimes I get lonely*

Some people who live on their own feel isolated and the quality of their lives and ability to maintain their own home and independence could benefit from more peer and shared support within a close housing network. This model of locality based housing would allow the person to live independently but in close proximity to others, with the option of support.

- *The Council can do more to help people be independent*

It is important to make sure that there is a range of housing options available in the borough, to ensure that housing and support is provided to enable people to move on to different models of support as they become more independent or require more support due to changing needs.

- *I worry about getting older and not having the right place to live*

Having good planning structures in place to work with people and their families for when people become older is clearly important to ensure that the right housing and support is available

- *Why aren't there many places for people who need wheelchairs*

It is acknowledged within this Strategy that more housing and accommodation for people with learning disabilities who also have mobility needs should be developed locally and this is included in the Implementation plan.

- *I cannot get information about housing*

Providing information and advice about Housing is part of the work of the Housing Advice Worker who is part of the PATH's (Prevention and Advice to Homeless Single Person's) service based in Housing. This service is being reviewed over the coming year to ensure that it is providing timely, effective, advice to people who need it .

- *I worry about being safe*

Unfortunately people with learning disabilities can be victims of hate crime and are often vulnerable and open to exploitation from other people in the community.

It is acknowledged that this feedback is from a representative number of people and that a wider Housing Survey for residents and families of people with learning disabilities would need to be undertaken to get a wider range of views and needs

9. APPENDIX 3 HOUSING NEEDS ANALYSIS

1 . WHERE PEOPLE LIVE

1.1 Accommodation is delivered across a range of building types often by a range of sources. These housing and accommodation types deliver services across the spectrum of care needs from highest needs in residential and nursing care through to independent living in mainstream housing. In Hammersmith and Fulham these models of housing are :

a. Residential and nursing care
b. Supported Housing
c. Generic and mainstream housing

1.2 **There are 460 adults with learning disabilities currently receiving services from the local authority Adult Social Care Department.** Accommodation for this group breaks down as follows.

- **28** adults with learning disabilities in supported housing funded or part funded through the Supporting People budget .
- **28** people living in other learning disability ‘ general needs’ properties
- **45** people living in the community with other tenancies
- **173** people living with parents / family
- **186** people are living in residential / nursing care services.
- 0 people are living in adult placement services.

This is a total of 460 individuals

- **38%** are living at home with their families

- **41%** people currently live in residential or nursing care services, funded by the Council or by the Primary Care Trust. The majority of these (170 individuals) are living in residential care

- Of those the majority (119 people) are placed in residential care homes out of the borough

- **146** (78%) of these placements are funded by the Local Authority; **40** (22%) funded by NHS

- **21%** have a tenancy of some sort (eg supported housing / general needs housing).

1.3 This compares with national figures

- **50-55%** of the population of adults with learning disabilities live with families

- **30%** of people with learning disabilities live in residential (registered) care

- **15%** of people with learning disabilities have a secure long-term tenancy or own their own home.

1.4 Residential and nursing care

A residential care or nursing home includes both the provision of accommodation and care with on site care being available 24 hours per day. People living in nursing or residential care services are outside the mainstream housing market, i.e. there is no formal security of tenure within a residential care home, such as a tenancy agreement.

1.5. Supported Living

Supported housing is typically accommodation where an individual has a tenancy agreement with the landlord of the property. Care and support is provided to an individual in their home either by the landlord or by another organisation(s). This includes self-contained housing and shared housing. It could also include extra care housing.

1.6 . Living at Home

In Hammersmith and Fulham, the learning disability team holds some information about where people live; their records indicate that 173 people with a learning disability who are known to services, were living in the family home in August 2012. It should be noted that there will be more people with learning disability who are living at home who are not known to adult social care services.

We also know that in August 2012, 128 individuals with a learning disability were receiving some form of community based services (for example domiciliary care, a direct payment or day care services.); and 32 adults with a learning disability were using a floating support service.

1,7 The following is a summary table of where people are living.

252 people live in mainstream accommodation (eg tenancy, or with family)
186 people live in registered care 170 people in residential care 16 people in nursing care
16 people live in other unsettled accommodation **5** in temporary accommodation 1 in a prison / young offender / detention centre setting **10** staying with friends and family as short term guest

Type Mainstream Accommodation	No.
Living with family / friends	154
Tenancy (LA, ALMO, RSL, HA)	69
Owner Occupiers	10
Private tenancies	2
Sheltered / extra care	5
Total living in mainstream accom	**252**

Of these:

- **32** people are using floating support services
- **28** people are in supported housing schemes
- **128** people have a community based care package, eg home care

2. HOUSING NEED AND DEMAND

It is important to be clear about the current and future accommodation needs of the local population of people with learning disabilities as well as the number of people who will require housing in the medium to long term; in view of the changing demographics and the increasingly complex needs of people with learning disability in H&F. This will inform the type of housing that will be needed.

2.1. **Demographic trends and demand**

To plan strategically it is necessary to have an accurate and realistic picture of the need and demand for housing over the next 5 – 10 years. This information has been drawn from a range of sources including the national context and local demographic and housing needs information held by Adult Social care.

National data

A report has been published by Improving Health and Lives; Learning Disability Observatory sponsored by the Department of Health on the future need for adult social care among people with learning disabilities in England for the period 2011-2030. [2] It is an update of previous estimates published in 2008 for the period 2009-2026 which has been updated in light of more recent data.

The key findings of the report are:

- The average annual growth rate in terms of need for social care services for adults with learning disabilities will be 3.2% up to 2030. This is not the growth in population but the growth in people meeting the threshold for eligibility for adult social care services.
- It is predicted that 24.4% of those people will have mild/moderate learning disabilities, 55.3% will have severe learning disabilities and 20.3% profound and multiple disabilities
- Approximately 25% of new entrants to adult social care with learning disabilities will belong to minority ethnic communities;
- Substantial increases in the percentage of older people with learning disabilities (whose parents are likely to have died or be very frail). By 2030 there will be a 14% increase in the number of adults aged 50+ using social care services and the number of adults aged 70+ will more than double.

2.2 **Local Adult Population Data.**

Predicted	According to the above Emerson & Hatton work; and the PANSI (Projecting Adult Needs and Service system), there are: • **3,394** people aged 18+ predicted to have LD in H&F • **724** of these are predicted to have moderate or severe LD
Actual	• **460** adults with learning disabilities (aged 18+) are known to the Hammersmith and Fulham community learning disability team, in terms of receiving services as at August 2012. • **715** people (aged 18+) are recorded on the adult social care

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[2] Estimating Future Need for Social Care among Adults with Learning Disabilities in England: An Update - Eric Emerson & Chris Hatton

	database as having a ‘learning disability’. This includes people who were not eligible for services after assessment • **337** people have made their learning disability known to a GP inside Hammersmith and Fulham. This includes people who are registered with a H&F GP but live outside of the borough. This may also include people who are ineligible for adult social care. There will also be people with a learning disability living in Hammersmith and Fulham who are registered with a GP outside of the borough.

2.3.**Profile of need**

The adult social care database is not comprehensive regarding the type of learning disability people have

- Records indicate that of the 715 people listed as having a learning disability on the adult social care database, 540 (76%)of people have a general learning disability. 60 (8%) have autism; 20 (3%) have sensory problems; 11 (2%) have cerebral palsy; 9 (1%) have physical mobility problems including MD, MS and amputees ; 7 (1%) have epilepsy; and a further 64 (9%) have ‘other’ learning disabilities

The following is approximate information on people aged 18+ who are known to services. Note that people may have multiple needs (eg PMLD and autism) therefore numbers may overlap:

- Approximately **80** people aged 18+ have behaviours that challenge. The majority of these are under 35 years old. (PANSI projects that there are 55 people living in H&F aged 18-64 who have challenging behaviours).

- Around **50** people aged 18+ have been diagnosed with autistic spectrum disorder; and a further 50 people have autistic traits. (PANSI predicts that there are 1,272 people aged 18-64 who have autistic spectrum disorders, living in H&F, more than 90% of whom are predicted to be male.)

- Around **50** people aged 18+ have profound and multiple learning disabilities (PMLD). About 70-75% of these (around 40 people) have physical mobility problems

- **6** people have both Down’s Syndrome and dementia. (PANSI predicts that **4** people aged 45-64 are predicted to have both Down’s syndrome and dementia; it also predicts that there are **77** people aged 18-64 who Down’s Syndrome.)

- **21** people with learning disability also receive CPA (Care Programme Approach) mental health support

Gender: More males than females are using LD services, though the proportion of males decreases with age

Ethnicity: **105** (23%) of those aged 18+ who are using services, are from Black and Minority Ethnic Groups. Of those known to (but not necessarily using) services, 60% of those aged 18+ are White; 20% are Black; 5% are Asian or Asian British; 5% are from Mixed / Multiple Groups; 2% are from Other Ethnic Groups (while 7% are not recorded)

2.4. **Young adults reaching 18 years old between 2012-2016**

There are increasing numbers of young people with very complex needs, including physical disabilities coming through from Children's to Adults Services year on year. Below is a profile of need of people aged 14-17 years old who are known to Children's services

14- 17 year olds Needs Profile:

- **8** people are thought to have behaviours that challenge
- **12** currently require 1:1 support in class
- **2** people have PMLD (2 of whom are wheelchair users)
- **4** people in total are wheelchair users
- **7** people have been diagnosed with autistic spectrum disorder

Around **20** people per year transition from Children's into Adult services (ie become eligible for adult services) and most of these will have complex needs. A lack of good quality, suitable accommodation in borough can result in these young people being placed in residential schools located outside of the borough often at a very high cost.

2.5. Analysis future housing need

A detailed current and future housing needs analysis has been undertaken which has identified that that there is an estimated demand for accommodation for 86 people with learning disabilities over the next three years. This analysis has been based on information on the numbers and needs of people coming through from Children's to Adults services, the numbers of people who are getting older who are living with aging carers and people who are living both inside and outside of the borough who need to be appropriately re housed locally.

Table 1: LD Housing Need 2013/14 – 2016-17

PEOPLE CURRENTLY INSIDE THE BOROUGH NEEDING ACCOMMODATION	
OLDER ADULTS (50+)	37
ADULTS 18-50 YRS OLD	18
YOUNG PEOPLE IN TRANSITION 14-17 YRS OLD	17
SUB/GRAND TOTAL	**72**
CURRENTLY OUTSIDE OF THE BOROUGH NEEDING ACCOMMODATION IN BOROUGH	
ADULTS 18-50 YRS OLD	**5**
YOUNG PEOPLE IN TRANSITION 14-17 YEAR OLDS	9
SUB/GRAND TOTAL	**14**
TOTAL	**86**

It is important to acknowledge that the above housing needs analysis is focused on people who are currently or likely to be known to adult social care and will therefore meet the Fair Access to Care Services criteria. There is a much wider community of people with a Learning Disability who may need access to mainstream housing or low level support housing schemes to ensure they do not become vulnerable and that they also have access to community activities and employment and education opportunities.

3. HOUSING SUPPLY

3.1 Residential care in the borough

The residential care market in Hammersmith and Fulham for adults with learning disabilities consists of 12 residential care homes (CQC, October 2012) providing 65 bed spaces; 1

residential respite unit (Rivercourt Project – short breaks – 6 beds) and 3 care homes with nursing. These are clustered mainly in the north of the borough.

65 bed spaces are provided in the 12 in borough residential care homes as follows:

- 43 bed spaces are provided in nine homes under contract with Yarrow Housing. These range from 3 - 6 bedroom houses with shared communal facilities.
- 6 bed spaces are provided in one home (Coverdale Road) which is operated by the Council.
- 19 bed spaces are provided in two homes under spot purchase arrangements with Yarrow Housing and Cambus Lodge.

3.2 Supported Living

Supported housing is typically accommodation where an individual has a tenancy agreement with the landlord of the property. Care and support is provided to an individual in their home either by the landlord or by another organisation(s). This includes self-contained housing and shared housing. It could also include extra care housing. Individuals have a tenancy agreement within supported housing.

Much of the supported housing available to people with learning disabilities in Hammersmith and Fulham is funded or part funded by the Supporting People budget.

There are a total of 28 units of housing available across 7 supported housing schemes.

This includes 4 accommodation based schemes directly provided by the Council

In addition to these supported housing units, Hammersmith and Fulham has also ring-fenced some other flats for the use of people with learning disabilities in the borough. These used to be supported accommodation but in 2007, the support was decoupled so that the people living there now have a tenancy with the landlord of the property and live independently or only receive floating support services. There are 24 self contained general needs housing units; 20 are 1 bedroom self contained units and 4 are 2 bedroom units; giving a total capacity of 28 bed spaces

3.3 Local Housing Supply

The following is a summary table of the existing local housing and support

Type Mainstream Accommodation	No schemes	No units
In borough residential care homes	12	**65**
Supported housing schemes	7	**28**
Self contained general needs housing	24	**28**
Sheltered / extra care	n/a	**5**
Total	**43**	**126**

Historically very few vacancies occur within the Borough's housing provision.

3.4 Quality of housing provision

Local demographic data indicates that both the numbers and needs of people with learning disabilities are increasing with people coming through transitions and living with older carers who have high level care needs requiring specialist accommodation. The quality of existing housing within the borough to meet those needs could be improved with some schemes not providing accommodation which is fit for the future in terms of meeting people's changing mobility and access needs and the needs of the wider learning disability community.

There is a need to review all the current housing and accommodation in the borough with a view to working with housing providers to either re provide or re furbish existing housing where it is not meeting people's existing or future specialist or mobility needs.

4. SUPPORTING PEOPLE IN THEIR OWN HOMES

A number of services are currently provided that support people to access and maintain their own homes in the community

4.1 Housing Support Advisor .

This is a service based in LBH&F Housing Department (PATHS Team) which provides people with learning disabilities support and advice to identify appropriate housing options to both prevent and resolve homelessness. They work to ensure that people have appropriate access to mainstream housing through the Council's Housing Register and to available supported housing within the borough.

4.2 Floating Support

This is funded by Supported People Budget and provides housing related hours of support to help people to maintain their mainstream housing tenancies. These hours are flexible and can be changed around the individuals needs . They are provided to support about 32 people who are living in mainstream housing tenancies.

4.3 Accommodation based support

There are hours of support which are also provided to people within their own housing tenancies and is funded through the Supporting People Budget within Adult Social Care. The difference is that these hours are attached to a particular scheme or housing development as opposed to the individual within their tenancy. As detailed above these housing schemes are referred to as supported living schemes and there are 28 units of housing available across 7 housing schemes. The Council directly provides a community support service to 4 of those housing schemes and the remaining housing schemes are funded through contracts with independent providers from the Supporting People Budget .

5. GAPS IN HOUSING PROVISION

5.1 In looking at the housing need and accommodation available locally it appears that there is both a shortage and lack of range of housing and support models that should be considered for future development.

5.2 **Supported Living schemes.** The numbers of people who could access their own home with support is likely to increase if there was the provision of more flexible support that could be provided across housing units that were within a network or cluster. Loneliness is highlighted as a key issue for people in the borough and small scale clusters or networks of self contained flats offers people an opportunity for mutual support, community engagement, as well as sharing floating support.. This would reduce social isolation and potentially offer greater independence to a broader range of people who require a range of support. The level of support can be tailored to the individuals needs and offer people with higher level needs a more accommodation based intensive service.

5.3 **Shared Lives Schemes**. This service does not currently operate in LBH&F but has worked well in other boroughs in terms of providing an alternative flexible short breaks service to residential care.

5.4 **Extra Care housing**.

The term 'extra care' housing (ECH) is used to describe developments that comprise self-contained homes with design features and support services available to enable self-care and independent living with 24 hour on-site care available. It was developed primarily for older people, but these types of schemes are also increasingly being developed for people with learning disabilities and enhanced extra care provision could provide the additional accommodation needed for older people with a learning disability/dementia/physical disabilities

5.5. **New housing developments**

In addition to reviewing and re providing some of the existing accommodation which may not be fit for purpose in terms of meeting future needs there is also insufficient housing capacity within the Borough to meet the increasing numbers of people who require specialist provision. This is demonstrated in the numbers of people who are placed out of borough in residential care. To meet this need the numbers of housing units that are both wheelchair accessible and meet the specialist housing requirements for people with challenging needs and autism , need to be increased in the borough over the next 3 years.

A detailed needs and supply analysis has estimated that it will be necessary to develop an initial **24 new affordable supported housing units** for people with challenging needs and autism and for older people with a learning disability, and /or complex needs and physical disability to ensure that there is sufficient local housing supply to meet needs and numbers of people who are coming through from Children's into Adults Services , living with older carers and who need to move from out of borough residential care. Thereafter more schemes will need to be developed, but in any initial development/building round, this is the minimum number required.

Opportunities for new housing developments are being considered which would provide quality specialist housing within a supported housing or extra care model of care providing an optimum development of 6- 8 units of supported accommodation within each development.

Agenda Item 12

	London Borough of Hammersmith & Fulham **CABINET** **22 JULY 2013**
RELOCATION OF HAFAD TO EDWARD WOODS COMMUNITY CENTRE AND RELATED REFURBISHMENT REQUIREMENTS	
Report of the Cabinet Member for Community Care – Councillor Marcus Ginn	
Open Report A separate report on the exempt Cabinet agenda provides exempt information regarding the specification and estimated costs of the scheme.	
Classification - For Decision **Key Decision:** Yes	
Wards Affected: Shepherds Bush Green; Palace Riverside	
Accountable Executive Director: Jane West, H&F Executive Director of Finance & Corporate Governance	
Report Author: Clare Grainger, Third Sector Premises Development Officer	**Contact Details:** Tel: 020 8753 1720 E-mail: clare.grainger@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. This report outlines plans for the proposed redevelopment of Edward Woods Community Centre to accommodate office infrastructure and accessibility requirements for HAFAD Hammersmith and Fulham Action on Disability ("HAFAD"). The proposed works will enable HAFAD to lease a portion of the community centre, while enabling the centre to continue to offer activity space to the community .

1.2. The project will enable HAFAD to relocate from their current Greswell Centre premises which were identified as suitable for disposal at Cabinet on 7 February 2011, subject to the sourcing of suitable alternative accommodation for HAFAD.

1.3. The report seeks approval for the works, the cost of the works and the source of the funding.

2. RECOMMENDATIONS

2.1. That approval be given to the works, at an estimated cost of between £333,500 and £457,930, to be funded from Section 106 or should this not be available from capital receipts.

2.2. That any further approvals be delegated to the Cabinet Member for Community Care in conjunction with the Executive Director for Finance and Corporate Governance

2.3. That accommodation be let to HAFAD at Edward Woods Community Centre for the duration of their occupation, at a rent (currently estimated at £20,000 per annum) and other terms of such lease that the Assistant Director Building Property Management and the Director of Law consider appropriate.

2.4. That approval be given to allow HAFAD to remain at Greswell Street at nil rent on the proviso that they move out within three months of the space at Edward Woods and the Lyric becoming available.

2.5. That approval be given for works to be undertaken through the Measured Term Contract for Non-Housing Projects.

2.6. That, in the event that HAFAD relocate to the Edward Woods Community Centre but the Greswell Centre is not immediately disposed of, approval is given for the site to be secured via a short term tenancy or through Camelot vacant property management.

3. REASONS FOR DECISION

3.1. Cabinet approval is necessary to approve the proposed plans, costs and source of funding.

4. INTRODUCTION AND BACKGROUND

4.1. The Edward Woods Community Centre and the Greswell Centre are both listed as community assets in the General Fund.

4.2. Cabinet on 7 February 2011 approved the disposal of Greswell Centre with vacant possession subject to alternative accommodation being offered to HAFAD. The Greswell Centre is already on the list of anticipated capital receipts.

4.3. The Greswell Centre is a large single storey building, previously a school, located in Fulham. The current occupants, HAFAD, have leased it from the Council since 1998 and are commissioned by Adult Social Care and by Children's Services departments to provide vital services for disabled residents. HAFAD is a third sector organisation, controlled by,and representing disabled people living and working in Hammersmith & Fulham. HAFAD provides a broad range of invaluable services including information, advice and advocacy. It actively campaigns on disability issues supporting local disabled people to voice their views. Its work with young people focuses on integrating leisure activities and on supporting their education and employment aspirations. The organisation is unique in the borough as it offers broad based services that reflect the interests of all disabled local residents

4.4. The Greswell centre is currently occupied by HAFAD under a tenancy at will at a peppercorn, with market rent estimated at £76,000 per year. The centre has high maintenance costs and the land is of high value to the Council.

4.5. This project will redevelop the Edward Woods Community Centre to increase the amount of office space available on the ground floor by maximising under-used space such as storage etc. It will address essential accessibility improvements to make the building suitable for HAFAD. It will also address the need for ICT provision, electrics and heating to bring them up to standards compliant with current legislation. .

4.6. The adaptations will enable HAFAD to relocate to the community centre where they will pay market rent for office space. The group activity space at the Edward Woods community centre will remain under the management and staffing of H&F and will importantly allow the centre to remain as a community resource with rooms / halls for hire.

4.7. The relocation of HAFAD from the Greswell Centre will enable the building to be released for sale or alternative use. HAFAD's board members have provisionally approved the relocation.

4.8. This report provides costs for the necessary adaptions but also separately provides costs for routine maintenance works which have been identified in a recent condition survey, which we have been advised would be best undertaken at the same time. Potential risk costs have also been identified and estimated.

5. PROPOSAL AND ISSUES

5.1. Link to key priorities of the Council

5.2. The redevelopment of the centre would be planned to take place between April and August 2014, with HAFAD moving into the centre in the Autumn of 2014. This is dependent on the HAFAD youth services moving to the already agreed offices within the Lyric theatre development and the completion of those works on time. HAFAD need to ensure they move their services in their entirety and cannot split over 2 moves due to logistics of ICT / movement of servers, removal costs and also the increased distance they would need to travel from Edward Woods in the North of the borough back to Greswell in the South of the borough when working between the 2 sites.

5.3. The project provides suitable accommodation for HAFAD, and continuation of the community services offered there including: fitness / dance / martial art classes, 50+ sports, school sports, seniors lunch and social clubs, crèche and children's play sessions linked to the Masbro children's centre, cookery classes and life coaching.

5.4. There will also be the added value of HAFAD disability support services for H&F residents operating from the centre which currently include: welfare support, advocacy, employment, career support and skills training.

5.5. HAFAD have also stated that they would be interested in renting the very under-used café space to run as a social enterprise, providing learning and integration opportunities for disabled service users and an important meeting space for local residents, which will further enhance the services offered to the community. It is expected that the increased use of the centre will contribute to making it a more vibrant part of the estate.

5.6. The above high quality, value for money services would contribute to the key Council priorities; health, wellbeing and education of local residents.

5.7. **Lease Terms**

5.8. HAFAD have had a lease for the Greswell centre since January 1998. They currently occupy the Greswell centre under a tenancy at will agreement since their lease expired and alternative accommodation was being sourced. They do not have security of tenure. They are occupying at a nil rent (peppercorn), by way of a comfort letter but the Council has previously been in negotiation with HAFAD to bring in market rent of £76K

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5.9. HAFAD are reliant on funding from a number of different sources to cover their operational and running costs including rent. When they applied for their current funding they were not being charged rent and therefore did not include for the rent to be covered in the funding. They have requested that the Council bring in any market rent in line with when they apply for new funding and can budget for the rent to be included.

5.10. It is proposed that HAFAD are not asked to pay rent at Greswell if they agree to relocate to Edward Woods. Whether they remain at Greswell or move to Edward Woods Community Centre the Council would seek to bring in market rent in increments from 2014 / 15 in line with HAFAD's new funding dates.

5.11. HAFAD's youth service are relocating to the Lyric in Autumn 2014 so should they stay at Greswell they will be left with an under-used building with high rent. HAFAD will be unlikely to get sufficient funding to cover the rent for the services based there.

5.12. HAFAD would be offered a new lease for the designated office space at the Edward Woods Community Centre at a market rent, estimated at £20K.

5.13. **Long Term Plans**

5.14. It is expected that this project will produce a successful long term arrangement. HAFAD have stated that they may consider the option of taking over a lease for the whole of the community centre, continuing to run it as a community centre and paying full rent in the long term, which the Council may consider due to the likely cost savings.

5.15. If, for any reason, HAFAD choose to vacate in the future, the community centre will have benefitted from the increase in office space, accessibility and ICT infrastructure which will make it much more attractive to subsequent tenants, whether as individual offices or as a whole.

6. FINANCE

6.1 Estimated Revenue Costs and Savings

The proposals in the report will enable the Council to vacate the Greswell Centre and generate a capital receipt which will produce on-going annual revenue savings of between £80,000 and £160,000 associated with reduced interest payments.

The relocation also has the potential to deliver savings and/or increased income associated with reduced maintenance costs and the potential to let additional space.

The total annual revenue savings arising from vacating the Gresswell Centre and relocating to Edward Woods, both debt reduction, are estimated at £149,000, assuming the midpoint.

6.2 Estimated Capital Costs

Table 6.2 (on the next page) shows the estimated capital costs of adapting the Edward Woods Centre to effect the relocation of HAFAD (A). Also included are priority maintenance works as identified in recent condition surveys (B) and potential risk items (C). Priority maintenance works have been included below because, although these could be deferred (for up to two years), it would be expedient to undertake them at the same time as any major adaptation or construction at the site.

Table 6.2 – Redevelopment, Maintenance and risk costs associated with the relocation of HAFAD to the Edward Woods Centre

One-Off Capital Items	Optimistic (£)	Worst case (£)	Notes
A) Full costs for construction, infrastructure and adaptions to make the centre suitable for HAFAD and continued community use:	**£309,350**	£340,285	The construction works are extensive and include the demolition and building of walls, installation of DDA compliant washrooms kitchens and lighting, creation of new office space and associated heating, lighting and infrastructure. Decant costs will be met by HAFAD.
B) Separate full costs for maintenance works identified in condition survey:	**£24,150**	£26,565	Flat Roof and window repairs
C) Separate full costs for potential risk items:	**£0**	£91,080	This will depend on detailed surveys (asbestos) and designs (heating). It is possible that they won't be required/spent in full, but the figures reflect the worst case potential risks:
Total	**£333,500**	**£457,930**	

The estimated costs could be between £333,500 and £457,930. Consideration should also be given to tendering the work via the measured works contract to obtain best value for money, provided this can be achieved and works completed by September 2014.

6.3 Funding

It is recommended that the total cost of £457,930 (based on the worst case) for the works should be funded from Section 106 contributions. Officers are engaged in the Section 106 board process and the project meets the criteria. It is requested that access to capital receipt funding be considered if Section 106 funding is not confirmed or to underwrite any risks or shortfall in the Section 106 funding.

7. CUSTOMER BENEFITS

Benefit	Metric
Relocation of HAFAD to Edward Woods community centre	Continuation and increase in community services at the centre. HAFAD service users would benefit from a modern accessible building with improved transport links and lower rent and running costs.
Release of the Greswell Centre	Sale would reduce Council debt or alternatively could accommodate priority services.

8. OPTIONS AND ANALYSIS OF OPTIONS

8.1 The alternative option of HAFAD remaining at the Greswell Centre has been considered. This would present a number of problems. HAFAD's youth services will be relocating to the Lyric at the end of 2014. If the remaining adult services and back office support were to continue at the Greswell Centre the building would be under-used. HAFAD would be expected to pay market rent, estimated at £76K. It is unlikely that HAFAD would have sufficient resources to pay this rent. The Council would therefore have to consider subsidising the rent. The Greswell Centre is also an old building and it is likely that maintenance costs which are the responsibility of the Council would also increase as the building deteriorates further with age.

8.2 Officers have explored alternative accommodation options for HAFAD e.g. Cobbs Hall and Fulham Cross Youth Project. However the Council had alternative priority use for these buildings. Had they been an option they would also have needed similar ICT and building redevelopment to make them suitable / accessible for HAFAD.

8.3 Officers have explored alternative options for redeveloping Edward Woods Community Centre; commissioning accessibility and feasibility reports on changes to the centre. Alternative options included accommodating HAFAD in the existing office space on the upper 1st floor only but this necessitated the replacement of the lift to one that could work in an emergency evacuation which was very costly and also presented restrictions on numbers of wheelchairs on the first floor for health and safety reasons. The proposed option retains 1 office on the 1st floor for HAFAD staff who are not wheelchair users (similar to how they operate at Greswell currently) but all other staff are accommodated on the ground floor and the current lift will therefore suffice .

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9. EQUALITY IMPLICATIONS

9.1 The Cabinet report on 7 February 2011 approved the recommendation that HAFAD should only be asked to relocate if suitable alternative accommodation is found. To be suitable for HAFAD any alternative accommodation would need to address the increased disability and accessibility requirements of HAFAD's service users and staff.

9.2 An access audit report of Edward Woods Community Centre was commissioned and developed, together with input from HAFAD. The necessary DDA compliance works and costs have been identified to make the building suitable. HAFAD have approved the proposed works and HAFAD's board have committed to relocate, subject to approval of these works and subject also to the results of a residents' consultation.

9.3 HAFAD's current location at Greswell Centre, Greswell Street SW6 is not an easily accessible location, the building is not ideal in terms of access by public transport, as the site is located some distance from Fulham Palace Road which can be difficult for some disabled people to negotiate, impacting on the ability of disabled service users to visit the centre. Relocation to the Edward Woods Community would offer increased accessibility, with two bus routes serving the area and the Westfield transport hub of over ground, underground and bus routes.

9.4 HAFAD specifically promotes equality of opportunity between disabled persons and other persons and may benefit further by moving to shared premises – increasing exposure and integration and promoting positive attitudes and greater community cohesion. In particular they have stated they would be keen to run the café as a social enterprise internet café staffed by service users.

9.5 The Council Highways department have recently undertaken an accessibility audit to identify any areas where access routes may need to be improved. Items are still to be formally drafted, agreed and estimated in detail. The majority of the items were in the neighbouring Royal Borough Kensington and Chelsea. Initial estimates (based on similar scale interventions) for the works in both boroughs would be £10k. This consists of dropped kerbs, parking bay amendments and lighting.

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9.6 The community centre will offer HAFAD a dedicated disabled parking space and a drop off area. There is additional disabled parking on the estate but we have sought to increase this for HAFAD and also for the Community hub on the estate by liaising with H&F and RBKC. Both are putting forward Cabinet reports including these requests in 2013.

9.7 HAFAD need to safeguard their vulnerable service users and therefore a recent residents consultation specifically asked whether residents agreed with the proposal to give HAFAD a long lease; to identify if residents have any concerns or issues with HAFAD relocating to the community centre. 85.11% of respondents agreed and 14.89% disagreed with the proposal. When analysed it was clear that the negative responses were due to the fact that respondents were either unaware of what HAFAD could offer or they were generally disgruntled with perceptions of cost cutting on the estate. HAFAD were sent the responses from the consultation. HAFAD stated that overall they were pleased with the consultation and even the negative comments or worries would be useful for their future work there. They stated they are committed to working with the local community on and around the estate and the Director is planning to attend the next Tenants Association AGM which should help inform the residents and help build relationships further.

9.8 A copy of the Edward Woods Community Centre Consultation Analysis and Response is available as an appendix to this report and was also sent to any consultation respondents who provided contact details and requested to be kept updated.

9.9 Part of the H&F Buildings Cabinet report in February 2011 included an assessment of the impact on residents should the Greswell Centre be disposed. As the decision is to offer HAFAD accommodation in the Edward Woods Community Centre, plus group services/activities at the Lyric, it was determined that the majority of HAFAD's service users would feel little impact of this decision – so long as the alternative site(s) offer good access.

9.10 The opportunities manager has therefore advised that an equality impact assessment is not deemed necessary for this report.

10. LEGAL IMPLICATIONS

10.1 As the works are conditional on HAFAD taking a lease at the Centre, a legal agreement will need to be entered into with HAFAD, prior to the commissioning of work, to ensure that they then move into the Centre. The terms for the new lease will need to be agreed by then.

10.2 Implications verified/completed by: (David Walker Principal Solicitor, 020 7361 2211)

11. FINANCIAL AND RESOURCES IMPLICATIONS

Revenue Implications

11.1 The proposals in this report will enable the Council to generate a capital receipt through the vacation and disposal of the Greswell Centre. This will support the debt reduction programme and will generate on-going annual revenue savings of between £80,000 and £160,000 associated with reduced interest payments. The report also cites potential service-orientated savings from reduced maintenance costs and the potential for increased income generation however it may be prudent to assume that, aside from debt reduction, the move will be revenue neutral.

Capital Implications

11.3 The capital cost of the proposed relocation is considered in section 6.2 of this report. Total costs, based on a worst-case estimate, are forecast at £457,930, inclusive of maintenance works and risk items. This report seeks approval to undertake these works and fund them from S106 contributions. The use of S106 funds is subject to confirmation from the Planning Department that such funds are available for use in this part of the Borough. In the event that S106 monies are not available, either as a consequence of external constraints or an internal decision, the report is seeking approval to use capital receipts.

11.5 From the point of view of the debt reduction programme, it would be preferable to use S106 contributions, if available, seeing that these cannot be used to repay debt (whereas capital receipts can be).

11.6 With regard to using capital receipts, it has not been uncommon since the adoption of the debt reduction programme for costs associated with relocating services (in order to generate a receipt) be funded from capital receipts. This is, of course, subject to works meeting standard capitalisation tests and costs being well within the size of the receipt being generated.

11.7 At present, use of receipts in this manner has not been factored into the capital programme. Therefore, any decision to use capital receipts to fund the works at Edward Woods would reduce debt reduction by a corresponding amount.

11.8 Not proceeding with the works would however have a much larger impact on debt reduction as this would like likely jeopardise any receipt associated with the Greswell Centre (although this is said on the basis that no alternative location for HAFAD can be found).

VAT Implications

11.9 Given that works are being undertaken with a view to generating money from lettings there is a potential impact on the Council's VAT Partial Exemption Calculation. The precise impact would only be known once the terms of any let or lease were drawn-up as VAT rules in this area are both nuanced and complex. The Council has little-to-no headroom on its partial exemption threshold in the coming years due to the impact of other projects. In the event that the Council intends to make exempt supply from the refurbished Community Centre it may be necessary to opt to tax the building (and thus all future income generated by the building such as lettings or sale proceeds). Such an option would need to be lodged with, and agreed by, the HMRC prior to works taking place.

11.9 Implications verified/completed by: Christopher Harris, Head of Corporate Accountancy and Capital T. 020 8753 6440

12. RISK MANAGEMENT

Risk Assessment

ID	Risk	Impact	Countering Action / Contingency
001	Lyric Theatre development not ready by September 2014	High	This would delay HAFAD moving – they need to move all services together. However it should not delay the building works to the centre and the centre would benefit in the interim
002	Asbestos Treatment	High	Potential risk identified, planned and costed for

003	Heating (possible need for additional LST radiators and controls).	Medium	Potential risk identified, planned and costed for
004	Drain to new toilets	Medium	Potential risk identified, planned and costed for
005	Repairs to mechanical distribution	Low	Potential risk identified, planned and costed for
006	External landscaping / parking bays on site	Low	Potential risk identified, planned and costed for

12.1 With regard to management of the project, all risks will be managed and assessed at the monthly project board meetings and, where necessary, will be included in the departmental risk register.

13 PROCUREMENT AND IT STRATEGY IMPLICATIONS

13.1 There are no IT implications. There are no procurement implications at this stage. When the project receives approval the Director will be represented on the Tender Appraisal Panel when the works are tendered.

13.2 Implications verified/completed by: Alan Parry, Procurement Consultant (TTS) 020 8753 2581

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.	N/A		
2.			

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LIST OF APPENDICES:

1. Edward Woods Community Centre Consultation Analysis and Response

Edward Woods Community Centre Consultation Summary Results

Please find below a brief summary of key consultation responses. The full report is at the end of this document.

1.Agree with community centre self-sufficient approach
Yes 82.98%
No 17.02%

2.Concerned about the impact of the proposals on the community centre
Yes 40.43%
No 59.57%

3.Agree with HAFAD as a long term tenant
Yes 85.11%
No 14.89%

4.Concerned about the impact of the building works
Yes 38.3%
No 61.70 %

5.What would encourage you to use the centre more (% of all)

Better communication about what is on 71%
Lower prices 71%
Events on at more convenient times 43%
More variety of events 71%
Other 20%
Not Answered 14.29%

Response from the Council to queries or concerns raised

Where people gave further details about concerns or queries alongside their responses they fell into 6 key categories which we would now like to help clarify further:

1. Concerns about loss of community use during works and after.

Respondents sought reassurance that community centre activities would continue at the same level and same conditions during building works and on completion.

The majority of respondents where supportive of the project if the centre was still available to the community to the level it had been before.

Council response

When planning the changes to the centre the Council looked at the current community use, size of groups and when they use it to ensure those needs would continue to be met under the proposed changes. A large number of responses were about the sports hall - there will be no change to the sports hall other than the possible addition of a serving hatch from the café. The proposed new tenant, HAFAD, will not need to use the community rooms for hire very often because their youth services and majority of group activities will be based at an alternative location.

The building work will be carefully planned so that the community centre can remain open and services continue throughout (although we do need to allow for unforeseen circumstances that building work can uncover). This should not affect the sports hall bookings at all but we may have to ask groups using other rooms to use an alternative, similar sized room temporarily during the works.

2. Need to understand what Hammersmith & Fulham Action on Disability (HAFAD) – the proposed tenant, will offer the community?

Respondents sought to understand more about the arrangements with HAFAD and what they would offer the community.

The majority of the respondents agreed to the proposal of HAFAD as a long term tenant if they provide a service to the community. Some disabled residents stated they would directly benefit because they had been unable to access HAFAD's service previously due to difficulties accessing HAFAD'S present location.

Council response

HAFAD would only be seeking to rent 4 offices at the community centre for which they would pay rent. The rest of the centre would operate as before under Council management with the same number or rooms available for community hire. HAFAD are a registered charity, providing services for local disabled people, their carers, families and care professionals. The majority of services they offer are free of charge. HAFAD provide general information about events, schemes and services including employment, financial assistance, health care, housing, transport, arts, sports and leisure and education and training. They provide welfare benefits advice and an advocacy service to help resolve problems and appeals relating to the treatment of physical and mental health. They also provide employment services for job seekers and employers of disabled people. Further information can be found on their website: www.hafad.org.uk

HAFAD are keen to work alongside the local community. There are plans for them to attend the next Tenants Residents AGM to explain more about what they do. They would like to look at the possibility of running the café as a social enterprise, providing a service to residents, better use of the centre and creating work experience for service users. If community centre hirers were interested HAFAD could offer their services to help them increase attendance by looking at how they could make the activities more accessible and marketing them to their members. HAFAD would also be keen to explore opportunities for volunteering, work experience and job opportunities for local residents. They will work closely with the Council to look at areas within the community centre and surrounding area where improvements might be needed for those who are mobility or visually impaired. The involvement of HAFAD with the community centre is likely to strengthen the long term future of the centre due to the increased use of the centre and HAFAD’s importance as a key service to the community.

3. Running costs of the community centre

A number of respondents felt that the community centre should not be run as commercial money making venture, which shouldn’t be rented to commercials, and funding for it should come from elsewhere. Some felt that HAFAD should be given the offices free of charge if they provide services to the community.

The majority of respondents were supportive of the project if services could continue.

Council response

The community centre is funded by Hammersmith and Fulham Council which pays for salaries of staff who manage the centre, utility and phone bills, maintenance and general admin and running costs. The Council also subsidises the hire fees by setting a capped hire fee across all community centres in the borough to make them equally affordable. The cost of running the centre is far higher than any income from the hall hire fees. The proposed plans to rent 4 offices to HAFAD will help narrow the gap but the Council will not profit. The community centre has leased offices in this manner for the last 5 years, as do most community centres across the country, but the centre has not been successful in finding a long term tenant until now. HAFAD is not a commercial organisation they are a registered charity that provide services specifically to the local community and as such will enhance community services offered at the centre. HAFAD receive funding from a number of sources including Hammersmith and Fulham Council. The Council charges a market rent so that HAFAD will not be at an advantage over other charities and organisations that are not in council property. Instead they, and any other organisations, are advised to include an element of rent in their funding applications.

4. Budget for works and housing concerns

Some respondents were worried that the cost of the works to the community centre would result in cuts to housing services and asked how we could afford to spend money on the centre when enough had been spent already.

The majority of respondents were supportive of the project if it helped the community centre stay open and benefitted the local community.

Council response

We have ensured that any housing related points raised have been passed onto the housing department. The budget for housing is completely separate to the community centre. The proposed new works will ensure maximum use of the centre, including those areas such as the café and offices which were under-used. It will do this by making the building more accessible and bringing it up to current IT and health and safety standards which will enable the council to lease a section on a long term basis, reducing its running costs. HAFAD's involvement with the community centre and local community would likely result in improvements to the estate because they would look at what improvements might be needed to the local area to make it sufficiently accessible. This could include increased number and quality of lighting, signage, pavement repairs and access routes.

5. Impact of Building works

Some respondents sought reassurance about building noise and disruption on the estate and the possibility of works overrunning and rising costs. The point was made that previous works had been disappointing and not proved worthwhile.

The majority of respondents saw any redevelopment for improvement as good for the community, or agreed to the works as long as they were appropriate for disabled users and disruption was kept to a minimum.

Council response

There will be very little disruption and noise pollution on the estate because the majority of the building work is internal. The building contractors will only operate during working hours and not at weekends. This is a small project compared to the recent regeneration of the estate and we have therefore been able to identify any possible risks and delays and built in time for those in the scheduling. The builders are paid for the work they do, not the time it takes to do the works and they work to an approved set budget, so it is in everyone's interest to complete the project on schedule.

Before the works begin the Council will enter into an agreement with HAFAD which will contract them to relocate following completion, ensuring full use will be made of the resulting building redevelopment.

6. Community Centre attendance

The majority of respondents were regular centre users. Suggestions for services at the community centre included, arts, playgroups, spiritual healing, older persons exercise, IT, ESOL, disabled keep fit and IT. Respondents stated that better communication, lower prices and more variety of events where most important in encouraging them to attend.

Council response

The Council keeps prices low for hall hirers by having a capped hire fee across all community centres. The hall hirers are independent of the Council and are at liberty to charge a rate that they consider reasonable to cover their time, expertise and the hall hire, but they usually keep prices low to ensure activities are affordable. The consultation is useful in identifying what residents are interested in and can be communicated to interested hirers.

The community centre has a mailing list and any consultation respondents who asked to be kept informed of community centre activities have been added to that list and will receive regular timetable updates.

In addition to the current scheduled timetable we are pleased to confirm that the Renaissance Skills centre will be providing free IT, Childcare, Business Administration and Employability skills training in September 2013 and are currently recruiting students.

If you would like to know more about any current or forthcoming activities please contact the community centre direct (contact details below).

Consultation Conclusion

In conclusion the majority of responses were supportive of the proposed changes provided measures were taken to ensure the local community is not negatively impacted. HAFAD are therefore happy to proceed on this basis and are also consulting their service users separately. The next stage will therefore be for the proposals and costs to be considered by Councillors at Cabinet. If they are approved the redevelopment works would not begin until after March 2014.

Additional Information

Consultation communications:
If you have any further queries please email:
cit@lbhf.gov.uk

Edward Woods Community Centre communications:
If you have any queries about activities at the community centre please contact:
Email. **Jacqueline.boyce@lbhf.gov.uk**
Tel. **020 7603 2324**

Edward Woods Community Centre Consultation:Full Report

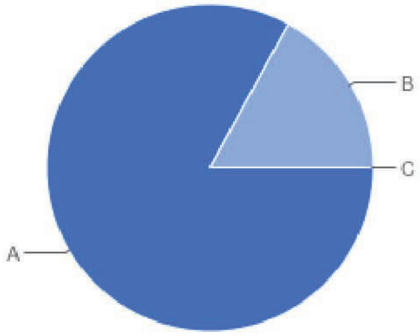
Overview

From **29/04/2013** to **22/05/2013**, London Borough of Hammersmith and Fulham ran a consultation entitled *'Edward Woods Community Centre Consultation'*. This report covers the online element of the consultation process, which was run from http://www.citizenspace.com/lbhf/adult-social-care/ewcc

Views on proposed changes

Question 1: The council considers that it is important for the community centre to be as self sufficient as possible. It hopes the proposed plans will help the centre better cover its running costs (with rental income from HAFAD) rather than be a cost to local tax payers. It will help secure the future of the centre. Do you agree with this approach?

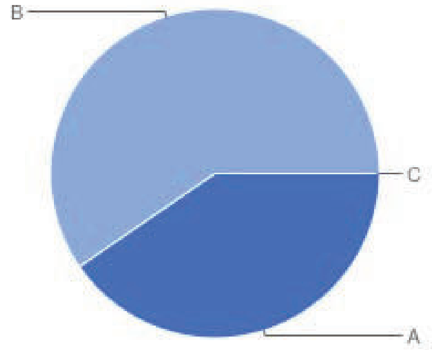
Table of "Agree with Self Sufficient approach"



Key	Option	Total	Percent of All
A	Yes	39	82.98%
B	No	8	17.02%
C	Not Answered	0	0%

Question 2: The council considers the centre an asset to the local community and the proposed plans therefore seek to keep the current community activity space and related services. Do you have any concerns about the impact of these proposals on community centre services?

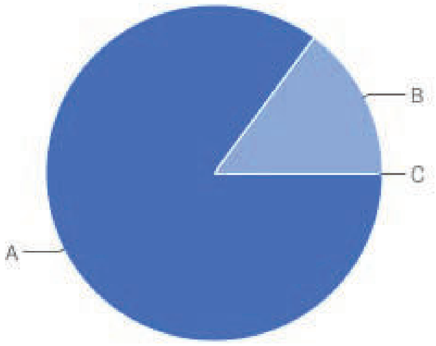
Table of "Concerns about impact on community services yes / no"



Key	Option	Total	Percent of All
A	Yes	19	40.43%
B	No	28	59.57%
C	Not Answered	0	0%

Question 3: HAFAD (Hammersmith & Fulham Action on Disability) are a well-established organisation with a track record of working well within close proximity of residential housing and businesses (they are currently based in a quiet residential street). They are keen to work with the community centre and local residents to provide services and opportunities to local people. The council therefore consider them an appropriate long term tenant for the centre. Do you agree?

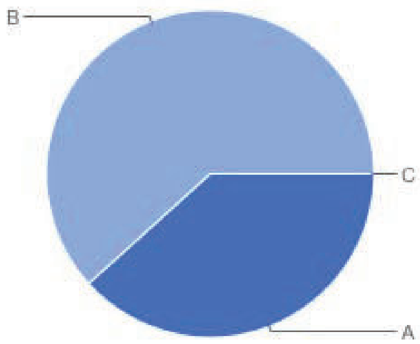
Table of "Agree HAFAD suitable long term tenant?"



Key	Option	Total	Percent of All
A	Yes	40	85.11%
B	No	7	14.89%
C	Not Answered	0	0%

Question 4: If the project goes ahead, the building work will take place from late spring to early autumn 2014. The majority of the works are internal and there will be minimum noise and work vehicles. The council will close the centre in sections to allow for least disruption. Do you have any particular concerns about the impact of these works?

Table of "Concerns about impact of works yes / no"



Key	Option	Total	Percent of All
A	Yes	18	38.30%
B	No	29	61.70%
C	Not Answered	0	0%

Question 5: Do you have any further comments or suggestions?

Responses captured in ‘Response from the Council to queries or concerns raised’ on pages 2 – 5 of this report.

About You

Question 6: How often do you use the community centre? Please tick only one answer Table of "How often use centre"

Key	Option	Total	Percent of All
A	Never	5	10.64%
B	1 - 4 times per year	9	19.15%
C	5 - 10 times per year	2	4.255%
D	monthly	4	8.511%
E	weekly	22	46.81%
F	Not Answered	5	10.64%

Question 7: Are there any specific events / services you would like to see at the centre?

Responses are captured on page 5 point 6 of this report.

Question 8: What would encourage you to use the centre more? Please tick all that apply

Table of "What would encourage you to use the centre more?"

Key	Option	Total	Percent of All
A	Better communication about what is on	21	44.68%
B	Lower prices	16	34.04%
C	Events on at more convenient times	16	34.04%
D	More variety of events	27	57.45%
E	Other	8	17.02%
F	Not Answered	6	12.77%

h&f the low tax borough	**London Borough of Hammersmith & Fulham** **CABINET** **22 JULY 2013**

PARTNERSHIP AGREEMENT FOR THE COMMISSIONING OF HEALTH, WELLBEING AND SOCIAL CARE SERVICES

Report of the Cabinet Member for Community Care : Councillor Marcus Ginn

Open Report.

Classification: For Information
Key Decision: Yes

Wards Affected: All

Accountable Executive Director: Sue Redmond, Triborough Executive Director of Adult Social Care

Report Author: Kath Atlee – Assistant Director Joint Commissioning (Care Health)	**Contact Details:** Tel: 020 641 1964 E-mail: Cath.Attlee@nwlcsu.nhs.uk

EXECUTIVE SUMMARY

> ***"Commissioning is the process used by local authorities and NHS bodies to arrange services for their local population. It is the process of translating local aspirations and assessed needs, by specifying and procuring services for their local population, into services for people that use them.***
>
> ***"Our aims are:***
> - ***To deliver the best possible social and healthcare and wellbeing outcomes, including promoting equality***
> - ***To provide the best possible health and care provision***
> - ***To achieve this within the best use of available resources"***
>
> *Department of Health*

1.1. This paper explains the background to the development of a new five year Partnership Agreement for the Commissioning of Health, Wellbeing and Social Care between the London Borough of Hammersmith and Fulham and NHS Hammersmith and Fulham Clinical Commissioning Group.

1.2. In line with national guidance and local policy, and building on the previous partnership agreement with the NHS, the new agreements have been drafted to facilitate joint commissioning across all areas of health, wellbeing and social care for both adults and children.

1.3. The annual Schedule of Agreed Services contains details of funding to be transferred from the Clinical Commissioning Group (CCG) to the Council under S75 and s256 of the NHS Act 2006. In 2013-14, this is c£16m and covers costs for services which are already agreed, for the purposes of lead commissioning services for adults and children, including placements. This is transferred via invoice and reduces the gross costs of placements/services/staffing made by LBHF. We have been doing this for some years and it is not a change.

1.4. It also details funding to be transferred from the Council to the CCG under S76 for the purposes of the commissioning of health, wellbeing and social care services. This amounts to £300,000 relating to mental health placements and to a contribution towards the Joint Commissioning Teams. This is transferred through payment of an invoice from the CCG.

2. RECOMMENDATIONS

2.1. To note that the Chief Executive has signed this partnership agreement with NHS Hammersmith and Fulham Clinical Commissioning Group.

2.2. To note that the Annual Service Schedules will be brought to the relevant Cabinet Member for approval each year.

3. REASONS FOR DECISION

3.1. The purpose of this new agreement between the London Borough of Hammersmith and Fulham and NHS Hammersmith and Fulham Clinical Commissioning Group is to set out the governance, financial management and risk arrangements operating between the two authorities (in part 1 of the agreement) and to define those functions, activities and decisions to be transferred (in part 2 of the agreement).

3.2. It will deliver the function of the Health and Wellbeing Board to promote the integration of care around the needs of individuals by the use of pooled budgets, integrated provision and lead commissioning.

4. BACKGROUND, INCLUDING POLICY CONTEXT

The National Policy Context

4.1. Both national policy and local interests lead us to developing a closer partnership between the two major public service authorities in the City. Closer integration of health and social care and other relevant local government services has been a policy goal for many years. This goal was reinforced in the Health and Social Care Act 2012[1] which made provision for the establishment of Health and Wellbeing Boards in each upper tier local authority area and transferred the responsibility for public health from the NHS to local authorities.

4.2. Health and Wellbeing Boards have a duty[2] to encourage integrated working between commissioners of NHS, public health and social care services for the advancement of the health and wellbeing of the local population. They are required to provide advice, assistance or other support in order to encourage partnership arrangements under S75 of the NHS Act 2006, including encouraging those who arrange for the provision of services related to wider determinants of health, such as housing, to work closely with commissioners of health and social care services.

4.3. The Act imposes a duty[3] on local authorities and Clinical Commissioning Groups (CCGs) to prepare a Joint Strategic Needs Assessment and publish a Joint Health and Wellbeing Strategy for meeting the current and future needs of the local population and to consider using NHS Act 2006 flexibilities such as pooled budgets, in order to meet these needs.

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[1] Health and Social Care Act 2012 S194 http://tinyurl.com/c9dpdp5

[2] Health and Social Care Act 2012 S195

[3] Health and Social Care Act 2012 S192 and S193

4.4. Integrated care was also one of the four areas which the NHS Future Forum was asked to focus on in advising on the health reforms. There is a body of evidence that suggests that further integration is crucial to sustainability of services and to improving health and wellbeing outcomes.

4.5. The recent Concordat[4] between the Local Government Association and the NHS Commissioning Board indicates that "collaboration between local government and the NHS is crucial to the future success of clinical commissioning, as part of the wider health and care system locally", and that Health and Wellbeing Boards are "the system leaders, bringing together partners to develop a new more integrated approach to resource allocation which reinvests efficiencies made in the whole system into agreed local priorities".

4.6. The 2013-14 Planning Guidance from the NHS Commissioning Board, Everyone Counts, underlines the importance of partnership working and the role of the Health and Wellbeing Board in delivering, in particular, higher standards and safer care (for example post Winterbourne) and greater compassion in care for all patients. In the section on Joined Up, Local Planning it emphasises that "at a time of economic challenge it is vital that all organisations can understand their contribution to joined up working. Making the best use of resources through the integration of provision around the needs of the service users should drive local priorities".

4.7. Health and social performance frameworks have increasingly been concentrating on improving outcomes for residents, rather than just measuring process. It is recognised that improving outcomes across the health and care system can only be achieved by different parts of the system working together, a point emphasised in the government's mandate to the NHS Commissioning Board[5].

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[4] Concordat between: Local Government Association and NHS Commissioning Board, Sept 2012

[5] DH Nov 2012 The Mandate: a mandate from the Government to the NHS Commissioning Board: April 2013 to March 2015

4.8. Over the last few years there has been a steady progress towards the development of shared performance frameworks between health and social care and in November 2012 the Department of Health issued aligned outcomes frameworks[6] for the NHS, Adult Social Care and Public Health. These place greater emphasis on the use of shared and complementary indicators, highlighting shared responsibilities and goals and facilitating joint working.

4.9. During 2012 the Children and Young People's Health Outcomes Forum has been working on a new set of health and wellbeing outcomes for children and young people with an emphasis on commissioning coordinated across the whole spectrum of a child's needs, with key transitions from maternity and into adult services, and with related services meeting their wider needs including education and children's services.

Local Policies

4.10. Hammersmith and Fulham has a history of joint commissioning and service provision in relation to health, social care and housing for adults with learning disabilities, and mental health problems.

4.11. In the last two years the Council has taken forward the Continuity of Care Programme with NHS partners, developing more integrated approaches to the delivery of health and social care.

4.12. The NHS and Council have developed a Joint Strategic Needs Assessment which has provided a basis from which the Health and Wellbeing Strategy has been developing. The Health and Wellbeing Board has agreed strategic priorities for the medium term and is also committed to the implementation of a Community Budget to deliver an integrated care system through the pooling of health and social care budgets, having been one of the national pilots for this programme.

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[6] DH Nov 2012 Improving health and care: the role of the outcomes frameworks Gateway 18120 DH Nov 2012 The NHS Outcomes Framework 2013/14; DH Nov 2012 Adult Social Care Outcomes Framework 2013/14

4.13. The Health and Wellbeing Strategy reflects the priorities set out in the Clinical Commissioning Group's Out of Hospital Strategy as well as the Council's commitment to Better for Less and the Mandates for Adult Social Care and for Children which recognise that a whole system approach is vital if the needs of local people are to be addressed. The themes of promoting independence and encouraging local communities to "take responsibility and create opportunities" sit alongside a commitment to provide care closer to home and reduce unnecessary admissions to hospital by delivering prevention, early intervention and support for people with long term conditions.

4.14. Both authorities acknowledge that this shared agenda cannot be delivered without close partnership working at both an operational and a strategic commissioning level. A joint commissioning infrastructure is already in place, with joint appointments between a number of departments of the Council and the NHS but the moves to Tri-borough working in the local authorities and the significant changes in responsibilities within the NHS require new arrangements to be put in place to facilitate a step change in joint commissioning for health and wellbeing.

Practical Arrangements for Partnership

4.15. In December 2012, the three CCGs and Tri-Borough Local Authorities considered a number of options for continuation of Partnership Arrangements from 2013/14 and beyond. It was agreed that new Health and Wellbeing Partnership Agreements would be established between each Tri-Borough Local Authority and their respective CCGs, covering service integration and joint commissioning across the whole spectrum of Local Authority and CCG responsibilities, including adults and children's services, within the compass of Health and Wellbeing Boards.

4.16. The agreement would be for five years, with the financial schedules reviewed on an annual basis, providing a consistent framework within which joint projects can be developed and monitored by the authorities concerned.

4.17. The agreement does not include integrated service provision. There are already well established integrated teams for mental health and learning disabilities and separate agreements have been developed in relation to these services. Integrated health and social care services for older people and people with long term conditions are currently being developed and will be subject to a separate operational agreement.

Conclusion

4.18. These new documents provides a legal agreement which:

- states the commitment of the London Borough of Hammersmith and Fulham and NHS Hammersmith and Fulham Clinical Commissioning Group to a commissioning alliance
- clearly sets out the terms and conditions relating to partnership arrangements and supports a delivery plan that is deliverable through existing service and finance frameworks
- includes governance arrangements that do not become an additional burden to local delivery but rather offer an effective means for managing partner relations and reviewing operations
- transparently defines priorities and developmental plans
- is effective in delivering outcomes that are in line with national policy and take forward local strategies for service improvement

4.19. The London Borough of Hammersmith and Fulham and NHS Hammersmith and Fulham Clinical Commissioning Group are committed to working within this framework, in the belief that it will enable the two organisations to deliver health and wellbeing to the people of Hammersmith and Fulham more effectively.

5. EQUALITY IMPLICATIONS

5.1. The Partnership Agreement provides a framework within which services can be commissioned jointly to address local needs and contribute to addressing health inequalities.

6. LEGAL IMPLICATIONS

6.1. The statutory duty of partnership on NHS bodies and local authorities was established under the Health Act 1999 and later the Health and Social Care (Community Health and Standards) Act 2003. The NHS Act 2006 consolidated this legislation, further enabling the Health Act Flexibilities set out in the 1999 Act. Local authorities and NHS organisations can now more easily delegate functions to one another to meet partnership objectives and create joint funding arrangements.

6.2. The NHS Act 2006 makes provision for the functions (statutory powers or duties) of one partner to be delivered by another partner, subject to agreed terms of delegation. Responsibility for undertaking certain functions, activities or decisions can be transferred from one partner to another to achieve the partnership objectives. Although the functions are delegated, partners remain responsible and accountable for ensuring they meet their own duties under the legislation and cannot pass on responsibility for services outside the agreed activity. The Audit Commission[7] have reminded authorities that governance, financial management and risk arrangements should be clearly defined and set out in a partnership agreement, including the extent of delegation agreed.

6.3. From 2002 a programme of partnership agreements between Hammersmith and Fulham Primary Care Trust and the London Borough of Hammersmith and Fulham was developed.

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[7] Clarifying joint financing arrangements: a briefing paper for health bodies and local authorities, Audit Commission, December 2008

6.4. From April 2013, when Primary Care Trusts were abolished, many PCT commissioning responsibilities were transferred to Clinical Commissioning Groups (CCGs). The Health and Social Care Act 2012 provides, under s300, for statutory schemes to shift contracts in bulk and legal advice suggests that S75 and S256 agreements would fall within this provision. S301 of the Act also provides for contracts to be renegotiated, on transfer, or after transfer.

6.5. In December 2012 the local authorities and CCGs considered these options but chose to develop these new Partnership Agreements to provide a framework for a more comprehensive programme of joint commissioning for health, wellbeing and social care.

7. FINANCIAL AND RESOURCES IMPLICATIONS

7.1. Part 1 - the Partnership Agreement - does not of itself contain financial commitments, it is an enabling document providing a framework within which funding can be transferred for the purposes of lead commissioning or pooled budgets. The Agreement is for five years but there is provision for early termination in certain circumstances or without reason with one year's notice. It has been reviewed by the authority's lawyers and sets out clearly each authority's responsibilities and protections.

7.2. Part 2 - Schedule of Agreed Services - contains details of funding to be transferred from the Clinical Commissioning Group to the Council under S75 and S256 of the NHS Act 2006 and funding to be transferred from the Council to the CCG under S76 for the purposes of the commissioning of health, wellbeing and social care services. This schedule is agreed on an annual basis and should be read in conjunction with Part 1 of the Agreement.

7.3. The 2013-14 Service Schedule for Hammersmith and Fulham contains around £16m NHS funding transfer to the local authority for the purposes of lead commissioning services for adults and children, including placements.

7.4. Funding transferred from the Council to the CCGs amounts to £300,000 relating to mental health placements and to a contribution towards the Joint Commissioning Teams.

7.5. Implications confirmed by: Jane West, Executive Director of Finance and Corporate Governance. Tel. 020 8753 1900.

8. CONSULTATION

8.1. A steering group was established for oversight of the new agreement, including representatives from each of the three local authorities and the three clinical commissioning groups in the tri-borough area. Legal advice has been received from Sharpe Pritchard and from the Bi-borough legal services for the local authorities, and from Beachcroft for the NHS.

8.2. The agreement and service schedules have been approved by the three Clinical Commissioning Groups, and have been signed off by the finance leads for each local authority.

8.3. The service schedules reflect local priorities for each of the care groups identified and are consistent with the Health and Wellbeing Strategies of each borough.

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

Partnership Agreement for the Commissioning of Health, Wellbeing and Social Care Services between the London Borough of Hammersmith and Fulham and NHS Hammersmith and Fulham Clinical Commissioning Group

Contact officer(s):

Cath Attlee
Assistant Director Joint Commissioning
Tri-borough Adult Social Care / NHS NWL Commissioning Support Unit
cattlee@westminster.gov.uk or cath.attlee@nwlcsu.gov.uk
0790 3956 961

Agenda Item 14

Executive Decision Report

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	Cabinet Date of decision: 22nd July 2013	h&f hammersmith & fulham
	Cabinet Forward Plan ref: 03987/13/K/A Date of decision: 18th July 2013	THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
	Councillor Melvyn Caplan, Cabinet Member for Finance and Customer Services Councillor Danny Chalkley, Cabinet Member for Children and Young People Councillor Rachael Robathan, Cabinet Member for Adults and Public Health Date of decision: 2nd July 2013	City of Westminster
Report title (decision subject)	**TRI-BOROUGH PASSENGER TRANSPORT SERVICE FOR CHILDREN AND ADULTS**	
Reporting officer	Andrew Christie, Tri-borough Executive Director of Children's Services	
Key decision	Yes	
Access to information classification	PART A for general release.	

1. EXECUTIVE SUMMARY

1.1. The London Borough of Hammersmith and Fulham (LBHF), Royal Borough of Kensington and Chelsea (RBKC) and Westminster City Council (WCC) have given Cabinet approval (Tri-Borough Passenger Transport Executive Decision Report – 14 January 2013 for LBHF, 10 January 2013 for RBKC, 19 December 2012 for WCC) to select and appoint contractors to provide the following services on behalf of all three authorities:

a. Management of passenger transport operations.

b. A framework for the provision of taxi and mini bus services for Children's Services and Adults Services clients (as well as for general staff transport).

1.2. The framework agreement and contracts will be let by WCC and it is anticipated that this framework will be operated on behalf of the Tri-borough clients by either the management contractor (as 'a' above) or as part of the responsibilities of the Tri-borough Passenger Transport Strategic Client function based in the Tri-borough Children's Commissioning Directorate.

1.3. WCC is acting as the lead authority.

1.4. The procurement process is underpinned by the Tri-Borough Procurement Protocol which contains, interalia, the principles of joint procurement with one borough as the lead as well as the cost sharing arrangements.

1.5. Additionally, specific Tri-borough arrangements for Passenger Transport will be covered by an Inter Authority Agreement (IAA) as described in Section 11.5.

1.6. The Invitation to Tender (ITT) was divided into the following lots:

- Lot 1A - Framework agreement for the provision of Passenger Transport Operations using vehicles generally suitable for larger group travel (usually minibuses).

- Lot 1B - Framework Agreement for the provision of Passenger Transport Operations using vehicles generally suitable for individual and smaller group travel (usually taxis).

- Lot 2 - Framework Agreement for the Management of Transport Operations.

- Lot 3 - Framework Agreement for the Provision of both the Transport Operations (using vehicles generally suitable for Large Group Travel) and the Management of Transport Operations (Lots 1A and 2).

1.7. Lot 3 was specifically designed to provide the option of having one lead contractor should it provide a significant advantage over separate frameworks of providers under Lot 1A (minibuses) and Lot 2 (Transport Management) taking into account the risks associated with awarding to a single contractor under this lot.

1.8. It is intended that WCC will award Call-Off Contracts under the framework agreement which the successful tenderers will enter into with the City Council. The scope of these contracts will include service users from across all three boroughs with an intended phased implementation commencing January 2014.

2. RECOMMENDATIONS

WCC

2.1. To award the Framework Agreements for Lots 1A and 1B as detailed in Section 6.10 (and **Part B Section 3**) of this report, on behalf of itself, LBHF and RBKC.

2.2. To defer a decision regarding Lot 2 pending further consideration of options regarding the provision of Transport Management Services.

2.3. To not award Lot 3, this being an option allowing a combined award of Lot 1A and Lot2.

2.4. To note that an external audit has been completed on the Invitation to Tender (ITT) evaluation process and framework awards as detailed in Section 6.11.

2.5. To note that LBHF and RBKC Cabinets are each being asked to approve access to the Framework Agreements.

2.6. To delegate to the Tri-borough Executive Director of Children's Services the approval of Framework Call-Off awards which may, at any one point in time, exceed the usual authorised limit of £1.5 million. This to be in consultation with the Cabinet Member for Finance and Customer Service, and either the Cabinet Member for Adults and Public Health and/or the Cabinet Member for Children & Young People (as appropriate).

2.7. To approve the Framework Call-Off process as detailed in Section 7.2.

2.8. To note that an Inter Authority Agreement (IAA) will cover specific legal terms pertaining to the operation of this Tri-borough passenger transport solution as described in Section 11.5.

2.9. To note that current legal advice is that there are no liabilities on WCC with regard to any employees who may be made redundant by current transport suppliers should TUPE not apply.

LBHF

2.10. To note the recommendation that WCC will award the Framework Agreements as outlined in this report on behalf of itself, LBHF and RBKC.

2.11. To note that an external audit has been completed on the Invitation to Tender (ITT) evaluation process and framework awards as detailed in Section 6.11.

2.12. That access to the framework by LBHF be approved.

2.13. To note that WCC will award Framework Call-off contracts on a Tri-borough basis.

2.14. That access to the Framework Call-Off contracts be delegated jointly to the Tri-borough Executive Director of Children's Services and the Cabinet Member for Community Care and/or Cabinet Member for Children's Services (as appropriate).

2.15. To note the Framework Call-Off process as detailed in Section 7.2.

2.16. To note that an Inter Authority Agreement (IAA) will cover specific legal terms pertaining to the operation of this Tri-borough passenger transport solution as described in Section 11.5.

2.17. To note the potential implications for LBHF staff in terms of TUPE or redundancy as detailed in Section 9.

RBKC

2.18. To note the recommendation that WCC will award the Framework Agreements as outlined in this report on behalf of itself, LBHF and RBKC.

2.19. To note that an external audit has been completed on the Invitation to Tender (ITT) evaluation process and framework awards as detailed in Section 6.11.

2.20. To approve access to the framework by RBKC.

2.21. To note that WCC will award Framework Call-off contracts on a Tri-borough basis.

2.22. To agree to delegate jointly to the Tri-borough Executive Director of Children's Services and the Cabinet Member for Adult Social Care and/or Cabinet Member for Family and Children's Services (as appropriate) access to the Framework Call-Off contracts.

2.23. To note the Framework Call-Off process as detailed in Section 7.2.

2.24. To note that an Inter Authority Agreement (IAA) will cover specific legal terms pertaining to the operation of this Tri-borough passenger transport solution as described in Section 11.5.

2.25. To note the potential implications for RBKC staff in terms of TUPE or redundancy as detailed in Section 9.

2.26. To note that current legal advice is that there are no liabilities on RBKC with regard to any employees who may be made redundant by current transport suppliers should TUPE not apply.

3. REASONS FOR DECISION

3.1. Using the framework to procure 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.

3.2. Using the framework 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.

3.3. The Tri-borough framework is designed to enhance service provision and provide savings. In establishing the framework it is not yet possible to be precise as to the actual level of savings to be achieved which will only be determined once individual awards are made under the Call-Off process.

However, potential indicative savings are provided in Section 5 of the separate report on the exempt agenda.

4. BACKGROUND

Scope

4.1. The scope of the operations considered as part of the procurement comprises the following:

- Passenger transport for Adult Social Care clients, comprising travel to and from day centres and adult education centres and other locations, shopper services, transport for community groups and ad-hoc journeys to activities and appointments.
- Home to school (H2S) travel for children with Special Educational Needs (SEN).
- General transport for Looked After Children and Children in Need for contact visits, activities and appointments.
- Small volumes of staff taxi transport.

REGULAR ACTIVITY	Destinations	Service Users
ASC		
Minibuses – Day Care Centres	8	452
Minibuses – Community Groups	5	153
Taxis	14	17
CHS		
Minibuses	36	546
Taxis	68	115
TOTAL	**131**	**1283**

The combined minibus activity results in some 100 to 120 vehicle runs per day.
There are ad-hoc taxi journeys in addition to the above regular activity.

The latest revenue outturn forecast for those operations in scope is provided in Section 2.1 of the separate report on the exempt agenda.

Procurement

4.2. A Restricted Procurement procedure was chosen to secure the best commercial suppliers(s) to deliver high quality cost effective passenger transport framework agreements.

4.3. WCC may award Framework Agreements for each Lot for a period of up to four years and will also contractually manage the framework with call-off contracts managed by the Passenger Transport Strategic Client function (based within the Children's Services Commissioning Directorate).

5. PROPOSAL AND ISSUES

5.1. The proposal to create a Tri-borough framework is described in previous sections of this report. Key next steps to be navigated in order to ensure a successful framework, whilst avoiding disruption to service users, are highlighted in Section 7.

6. OPTIONS AND ANALYSIS

6.1. Following evaluation at the Pre-Qualification Questionnaire (PQQ) stage, 12 organisations were invited to tender for one or more of the specified lots of transport requirements. Returned tenders were evaluated on the basis of the most economically advantageous tender, taking into account cost and quality. Evaluations, undertaken by a team of officers from Children's and Adult Services and specialist advisers, were based on answers to a series of quality criteria questions and pricing submissions.

Contract award criteria

6.2. A price/quality ratio of 70/30 was applied to the scoring of returned tenders, but with a minimum quality threshold that had to be achieved before pricing submissions were scored.

6.3. The evaluation of quality for each lot was undertaken in two stages:

- Responses on dealing with a variety of Servicer User issues were marked, with bidders being required to meet a minimum threshold score. Organisations failing to achieve the quality threshold on any criteria, given the sensitivity and profile of this front-line service to vulnerable groups of clients, were eliminated.

- Responses on the operational proposals of the organisations to deliver the Services were marked. The organisation achieving the highest score was allocated 30 marks and the organisation with the lowest score allocated 0 marks. Marks were allocated on a pro-rata basis to all other organisations.

6.4. Only the pricing submissions of those organisations that passed the quality threshold were evaluated for the relevant lot.

6.5. For the scoring of price, organisations were required to submit costs for the provision of the lot for which they had been invited to tender, against a specification detailed in the Invitation to Tender (ITT).

6.6. For each lot, organisations were allocated price marks out of 70, with 70 being awarded to the organisation with the lowest cost and 0 to the organisation with the highest cost. Marks were allocated on a pro-rata basis to organisations with costs between the highest and lowest.

6.7. For each lot, the overall ranking of responses from each organisation was determined by combining the marks out of 30 for capability and marks out of 70 for cost to give total score out of a possible 100.

6.8. For Lots 1A and 1B, up to 4 organisations could be recommended for inclusion on the Framework Agreement

6.9. The overall evaluation process was designed to ensure that only those organisations capable of providing an essential service to vulnerable clients were considered.

Successful organisations on each lot

6.10 Details of the successful organisations under each lot are provided in Section 3 of the separate report on the exempt agenda.

6.11 The process and outcomes of the ITT evaluation have been audited by RMS Tenon (external auditors). The key findings were as follows:

- The Tri-borough Passenger Transport tender process followed the ITT guidelines;

- All bidders at the ITT stage have been awarded correctly.

6.12 Westminster City Council's legal advisers, Sharpe Pritchard, have advised that "the ITT provided that the City Council could award either Lot 1A with Lot 2 or Lot 3".

6.13 A full analysis of the tender evaluation results can be found in Appendix A of the separate report on the exempt agenda.

6.14.1 In May 2013 WCC procurement officers received a communication from an individual external to the Councils which indicated that there might be some reason not to have confidence in one of the bidders in relation to vehicle license availability and related issues.

As part of the procurement process a range of activities were undertaken to ensure that appropriate due diligence and assurance of bidders' responses was undertaken.

Activities undertaken were:
- Clarification questions to all bidders
- Clarification meeting with particular bidder in question
- Review of license capacity of all bidders including liaison with the Vehicle and Operator Services Agency (VOSA) for the particular bidder
- Review of an independent audit report by the Freight Transport Association (FTA) for the particular bidder.

As a result of this due diligence officers are confident that all providers recommended for inclusion on the framework meet all legislative requirements and can undertake the transport operations laid out in this report.

Further assurance and due diligence will be undertaken as part of the call off process. This will include the checking of current license capacity for all bidders for each call off. Further detail of other assurance activities is outlined in section 7.2

Background to successful organisations

6.15 A brief profile of all successful bidders can be found in Appendix B of the separate report on the exempt agenda.

7. NEXT STEPS

7.1. Following on from the procurement exercise, the following items should be noted regarding next steps and the operation and management of the contracts:

How the framework will operate

7.2. All Lots awarded will be subject to a mini-competition under the Framework Call-Off process.

The Framework Call-Off Terms were provided to bidders as part of the ITT pack and can be found in Appendix A.

For the initial call-off awards, the mini-competition process will be run by WCC's Corporate Procurement for all three authorities including the use of electronic procurement where appropriate. The process will allow for a phased implementation should this be appropriate whereby different authorities and services can join at different points commencing January 2014.

All Lots awarded will be subject to a mini-competition under the Framework Call-Off process.

The structuring of mini-competitions will be designed to ensure the optimal use of vehicles suitable for large group travel (ITT Lot 1A - nominally minibuses) and those suitable for individual and smaller group travel (ITT Lot 1B – nominally taxis), having taken into account the specific needs and requirements of individual service users.

Consistent with Framework rules, all suppliers on the framework (by Lot) who are capable of providing the service will be given the opportunity to bid in the mini-competition.

Lot 1A – 'Minibuses'

The following principles will be adopted in configuring the mini-competitions:

- Generally only one transport operator (supplier) per destination to ensure optimum utilisation of minibuses and a simplified operation for schools and day care centres;

- Destinations may be let on an individual basis or in small groups in order to enable transport operators to maximise the use of vehicles e.g. a school destination may be combined with an ASC day care centre and a shopping trip as these journeys happen at different times of the day;

- The contract duration for any particular contract awarded under a mini-competitions will typically be one to two years unless there are specific considerations which would determine that a different contract length is more appropriate (e.g. uncertainty over the level of activity, location changes);

- Mechanisms will also be in place for contract variances due to the dynamic nature of the service user profile and numbers.

LOT 1B – 'Taxis'

The following principles will be adopted in configuring the mini-competitions:

- Each individual journey will be a contract though, in the case of ad-hoc journeys, these will be offered to the lowest price Framework provider first;

- Where a journey is to be repeated (e.g. school run, contact visit) there will be a mini-competition for the duration of the arrangement but, for school runs, this will generally be for a school term or school year;

- Specific arrangements will be put into place for short notice 'out of hours' journeys (e.g. LAC/CIN) with these generally being awarded to the lowest price Framework provider.

Service quality assurance

The Suppliers selected in the mini competitions will be subject to careful contract management and monitoring. All suppliers appointed under the mini competition will be required to ensure that throughout the service delivery duration they have sufficient, correctly licensed capacity and appropriately trained staff to undertake the Tri-borough transport requirements to an appropriate standard. In particular the following will be considered at appropriate points in the contract period:

- Updated references.
- Scrutiny of the output / reports from any independent auditors/commissions.
- Visits to their current operating bases and review of their processes and procedures.
- Checking of licence position and operational capacity.

Destinations will be competitively tendered through the mini competition process, bundling into separate groups to drive competition and enable Tri-borough Councils to award on the basis of the most economic advantageous tender response and at all times ensuring that suppliers are capable of providing transport services to an appropriate standard.

An assessment of the services awarded under mini-competition will be made to ensure that the framework meets current expectations with regard to robustness and viability. If this proves not to be the case, a proposal for alternative action will be brought for decision.

Strategic client function

7.3. There will be a single Tri-borough Passenger Transport Strategic Client function which, through and in support of the various Adult Social Care (ASC) and Children's Services (CHS) departments and teams, will focus on the transport needs of vulnerable residents irrespective of borough or departmental responsibility.

Additionally, the function will oversee corporate staff requirements for 'car' based transport i.e. taxi / mini-cabs under Lot 1B.

It will be the single point of contact and control between 'the Councils' (specifically the various services departments, social workers and care managers) and the Transport Management (TM) function.

The Strategic Client function will ensure that an optimum and cost effective solution is maintained over the life of the framework agreement. This will be achieved through monitoring and advice on the effective routing of vehicles, vehicle utilisation and the mix of vehicle types and capacities.

Key responsibilities will be as follows:

- Strategic control over the delivery of passenger transport requirements with an understanding of all passenger transport needs across the three boroughs;
- To ensure the on-going delivery of a 'Value for Money' transport solution in line with the agreed service specifications;
- Ensure agreed management information and performance monitoring is reported, and provide the same to internal council departments and other stakeholders as required;
- Work with the relevant finance functions to develop and implement performance and cost improvements;
- Provide financial auditing of expenditure including the validation of invoicing by suppliers;
- Provide overall management of contracts advising on contract performance and variations as and when required;
- Provide management of an in house transport management function or management of an outsourced transport management contract as appropriate.

Internal recharging model

7.4. As the lead procurement authority, WCC will take responsibility for all the contracts with suppliers. and will ensure that the cost of the contracts are appropriately shared between the authorities as set out below and that the invoicing arrangements for all the services provided are the most effective under the terms of these contracts.

7.5. Consequently, an internal re-charge mechanism is required. The key considerations in the development of this mechanism were as follows:

- A number of destinations, and therefore vehicle runs, are common to Service Users from more than one authority;
- No Council or Department should effectively subsidise any other Council or Department;
- The mechanism should be fair and equitable;
- The mechanism should be straightforward.

A number of potential mechanisms were considered and reviewed against the above criteria.

The proposed mechanism takes the actual cost for each individual destination and apportions this cost based on the percentage of seats occupied by Service Users from each Council, taking into account the additional space, and therefore cost, associated with Service Users who have wheelchairs and/or individual Passenger Assistants.

Therefore:

A service user without a wheelchair or individual passenger assistant = 1 seat
A service user with a wheelchair = 2 seats
A service user with their own individual Passenger Assistant = 2 seats
A service user in a wheelchair and with their own individual Passenger Assistant = 3 seats

For example:

Cost of a single minibus journey to a destination = £600
12 seats used in total (including wheelchairs and Passenger Assistants) therefore £50 each seat so,
Say 3 service users including one wheelchair user from LBHF = equivalent of 4 seats occupied = a charge of £200
1 wheelchair user with their own Passenger Assistant from RBKC = equivalent of 3 seats occupied = charge of £150
4 service users from WCC, one with their own Passenger Assistant = equivalent of 5 seats occupied = a charge of £250

It is anticipated that the above mechanism would be an aggregated calculation on a monthly basis.

It should be noted that this mechanism is subject to further refinement once supplier charging mechanisms have been determined at the Framework Call-Off stage.

WCC, through the Passenger Transport Strategic Client function, will notify LBHF and RBKC and, in line with the above mechanism, agree their share of the costs enabling internal Purchase Orders and Invoices to be raised. These invoices are to be paid such that funds are available to WCC to allow it to pay supplier invoices in a timely manner.

Implementation time table

7.6. Key implementation dates are as follows:

Aug 2013	Framework Call-Offs commence
Sept 2013	Framework awards commence
Jan 2014	Phased implementation commences

Work is currently being undertaken to determine the most appropriate implementation phasing in order to minimise disruption to clients and transition risks.

8. CONSULTATION

8.1. Consultation with service users and staff is outlined below. Detailed communication and consultation with individual users will begin once the call off process is complete and contractors for specific destinations are known.

Activity	**Consultees**
Statutory Duty	Parents / Carers of SEN children *Parents and carers groups have been involved in shaping the Travel Assistance Policy.* *Consultation undertaken with teachers and parents of SEN children regarding changes to service provision including potential outsourcing (LBHF May - July 2010)* *Further consultation planned (LBHF/RBKC/WCC) July - September 2013 to inform call offs and mobilisation* *Consultation with parents and carers of individual SEN children will begin once contractors are appointed and any potential changes to routes or providers are known.*
Transport Management Service	Affected employees as TUPE may apply *Staff have received formal letters and regular verbal updates from management. Trade Unions are kept in touch via the Tri-borough TU/Management Forum which meets approx every 8/10 weeks.* Service Users - Schools, Day Centres, Activity Centres *The proposals have been discussed with service user and carer networks – further information will be shared after specific contractors are known.*
Transport Operator Framework	Affected employees as TUPE may apply *Staff will shortly be receiving formal letters concerning their transfer and have been receiving regular briefings from management. Trade Unions are kept in touch via the Tri-borough TU/Management Forum which meets approx every 8/10 weeks.* Service Users - Schools, Day Centres, Activity Centres *The proposals have been discussed with service user and carer networks – further information will be shared after specific contractors are known.*
Rationalisation	Schools, Day Centres, Activity Centres Parents, Carers and Service Users (where their individual transport is affected).

	Affected staff (if rationalisation materially effects their work duties) *As above. In addition - staff, managers and representatives of service users are involved in planning the new business processes. This will continue on appointment of the contractor.*
Transport Arrangements for Adult Service Users	*Service users, carers and interested groups were involved in the development of the Travel Support Strategy for Adults in 2012 which provides the framework for the new transport provision.* *The local LINks (service user representatives) have been involved in evaluating the tenders for the procurement.*

9. HR/TUPE

9.1. Current staffing arrangements are mixed across the three boroughs. In Hammersmith and Fulham the service is provided in–house whilst in Westminster and in Kensington and Chelsea it is outsourced.

9.2. The following table sets out the current staffing complement and therefore the headcount potentially impacted by TUPE/redundancy.

	Strategic Client	**Transport Management**	**Transport Operations**	**Redundancy Calculation**
LBHF	3 officers		1 x Senior Driver 25 x Driver / Attendants 23 x Escorts	See **Part B Section 4.1**
RBKC	1 officer			

9.3. Whether TUPE applies will not be known until the actual awards are made following the Framework Call-Off process. This is because if destinations are won by a range of different providers there may not be a single identifiable employer to which to transfer the staff under TUPE. Legal advice will be taken to determine whether TUPE applies to existing staff following the outcome of the procurement process. Should TUPE not apply, then redundancy costs will be incurred as provided in Section 4.1 of the separate report on the exempt agenda.

10. EQUALITY IMPLICATIONS

10.1. The new framework and associated contracts do not, and will not, change any of the individual Councils' eligibility policies or criteria for providing transport to vulnerable residents.

Care has been taken throughout to ensure that current and future service users needs have been understood and that users continue to be provided with the transport they need.

Full requirements of current service users were detailed in the data provided to bidders within the ITT. The generic service specifications have not been altered.

User requirements included:

- Details of all mobility aids used by older people
- Details of all wheelchair users
- Individual service user requirements regarding Passenger Assistants / Escorts (including own Passenger Assistant / Parent where this is the case)
- Individual travel times if these were different to the normal timings for schools, colleges and adult day care centres
- Travel by specific vehicle type where required (e.g. taxi versus minibus)
- Need for travel on an individual basis

The evaluation process has included rigorous assessment of tenders to ensure that bidders have the required experience in the field of passenger transport services for vulnerable adults and children. This has included the requirement to satisfy evaluators across a range of service based scenarios. Quality thresholds ensured that the requisite service standards were met before any price comparisons could be undertaken.

Tenders were evaluated by ASC, SEN and LAC professionals and senior safeguarding professionals from both Adult and Children's Services.

Further consultation will take place during the mobilisation phase when actual routes are being planned. Where minibuses are used, and as a result of vehicle routing changes, there may be some changes to pick-up and drop times for individual service users. This already occurs when there are changes in the service user population and demographics.

One of the benefits from a tri-borough transport solution is that it enables some taxis to be replaced by minibuses where children from multiple boroughs travel to the same school. Further consultation will take place when the details of such routes are determined to ensure the impact of any changes is fully understood. Where it is deemed necessary, taxis can continue to be provided if this is justified.

Mobilisation will include the implementation of a detailed communications plan to ensure all stakeholders and individual service users understand any changes.

10.2. An Equality Impact Assessment (EIA) has been completed for all three Councils. A copy can be found in Appendix B, available electronically with this report.

11. LEGAL IMPLICATIONS

11.1 Each authority has a statutory duty to provide Home to School transport for children with special educational needs and for looked after children in certain circumstances. The passenger transport taxi/bus framework contracts are required to ensure that each council can fulfil this legal obligation.

11.2 There is no specific statutory duty to provide transport for adult social care clients, only to meet assessed needs, although this may include transport to day activities etc.

11.3 The procurement is being carried out in accordance with the European procurement legislation.

11.4 The legal implications with regard to procurement, contractual and TUPE, arrangements are appropriately addressed elsewhere within this report.

11.5 An Inter Authority Agreement is required to cover aspects of the contractual and operational requirements not encompassed within the existing Tri-borough Procurement Protocols. The scope of the agreement will be as follows:

Procurement responsibilities and liabilities
Internal call-off arrangements
Framework management
Internal re-charge mechanism
Exchange of information
Freedom of information
Confidentiality
Data protection
Dispute resolution

Legal Services in the three boroughs are currently finalising this agreement.

12. FINANCIAL AND RESOURCES IMPLICATIONS

12.1 The recommendation of this report is to appoint a number of contractors on to the Framework Agreement. As such there are no specific implications at this stage, although it is possible to understand the range of savings that could be achieved across both services and, by establishing an equitable recharging mechanism, for each of the three authorities should it prove possible to implement the best-case solution.

12.2 Further details of the bids received and possible financial savings are provided in Section 5 of the separate report on the exempt agenda.

12.3 Tenders were priced based on specific destinations (e.g. school or day care centre). This allowed a complete separation of the bids for Adults and Children's Services given the discrete destinations of the service user groups. In addition, Adult Services' day centres are all borough specific.

12.4 For Lot 1A (minibuses), within Children's Services there were 36 specific destinations of which 25 involved children from more than borough. Including children from more than one borough, and also some children who on an individual Borough basis currently travel by taxi, allowed contractors to bid optimising the number of buses. This was reflected in the most competitive bids.

12.5 An internal recharging mechanism has been developed as set out in paragraphs 7.4 above.

12.6 The total tendered expenditure, of the best-case solution compared to the as-is dataset, and expressed against service and authority, is provided in Section 5 of the separate report on the exempt agenda.

12.7 The intention is to run mini-competitions under the Framework Call-Off process to determine the cost of specific destinations (or groups of destinations) for a defined period of time and an identified group of service users. Further details can be found in Section 5 of the separate report on the exempt agenda.

12.8 Subject to the constraints imposed within the procurement, advice is being sought as to whether there are any VAT implications that need to be taken into consideration, specifically whether the arrangements have any impact on the way in which the authorities' partial exemption arrangements are managed.

12.9 It still needs to be determined whether The Transfer of Undertakings (Protection of Employment) Regulations (TUPE) will apply. As previously indicated, there are one-off costs within LBHF, the extent of which will depend on the outcome of TUPE. Consideration will need to be given as to whether these costs are to be borne exclusively by LBHF or if it should be considered as a one-off cost of the tri-borough procurement and attributed across the three boroughs in relation to the anticipated share of savings. Regardless of the outcome, it does not prejudice the recommendation to proceed as the payback is satisfactory for all three boroughs in any case.

Andrew Christie
Tri-borough Executive Director of Children's Services

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

Tri-borough Procurement Protocol

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APPENDIX A – FRAMEWORK CALL-OFF TERMS

(AS PER ITT TRANSPORT FRAMEWORK TERMS - CLAUSE 11)

1. AWARD OF CALL- OFF CONTRACT

1.1. Call-Off Contracts may be awarded only in accordance with this Clause 11.

1.2. Westminster only shall be entitled to procure and enter into a Call-Off Contract.

1.3. In the event that Westminster wishes to award a Call-Off Contract it shall do so by holding a mini competition amongst all those Panel Members who are capable of performing the services and shall issue an invitation to tender (a "Call-Off ITT") to each of them in respect of the services.

1.4. The Call-Off ITT shall:

1.4.1. Specify;

- i. the service required; and
- ii. the duration for which the service is required; and
- iii. whether any Council Premises are available to for use in the provision of the services and the terms on which such premises are available; and
- iv. TUPE information relating to any staff who may as a result of the award of the Call-Off Contract transfer to the successful tender in accordance TUPE; and
- v. the date and time by which tenders are to be received by the Participating Authority that is conducting the mini-competition; and
- vi. the location at which the tenders are to be received by the relevant Participating Authority.

1.4.2. Include the terms for the Call-Off Contract which shall be based on those set out in Schedule 3 hereto but which shall to the extent lawfully permissible be amended if necessary so as to reflect the Service that is the subject of the Call-Off Contract together with an ancillary matters necessarily arising from that Service.

1.4.3. Require the Contractor to state whether any of the circumstances relating to its economic and financial standing or technical or professional ability as disclose in its responses to its pre-qualification questionnaire have altered and in the event that any such circumstance has deteriorated and disclosed in it remain as disclosed or have improved

1.5. Specify the evaluation criteria for the award of the Call-Off Contract which will be

1.5.1. price 100%

1.5.2. Capability which shall be evaluated in accordance with this sub-Clause 11.5.2:

- i. The Contractor shall provide a written statement as to whether all the statements it made in response to the pre-qualification questionnaire ("its PQQ Responses") at the shortlisting stage would be the same if made at the date of the submission of its tender under the mini competition

a. If its' statement is that its PQQ Responses would either be the same or would denote an improved position in relation to any matter the Contractor shall pass this criteria and its price shall be evaluated;

b. If it's statement is that any of its' PQQ Responses would be different because its position has worsened in respect of any matter Westminster shall using the shortlisting evaluation criteria used to evaluate the PQQ consider whether contractor remains capable of providing the services, if the result of that evaluation is that the contractor is not so capable it its tender shall be rejected.

1.6. Westminster shall be entitled by a mini competition in accordance with this Clause 11 to procure and enter into Call-Off Contracts on behalf of itself and either or both of the other Participating Authorities and in the event that it does so shall be entitled to enter into agreements with each such other Participating Authority under which it will supply the Service it has procured from the successful tenderer under the mini competition to those other Participating Authorities.

1.7. The Parties acknowledge and agree that where any of the Participating Authorities suffer any loss or damage as a result of any breach of this Framework Agreement or act or default including negligence by the Contractor or any of its staff or agents the Contractor shall be liable to the relevant Participating Authority as if that Participating Authority had been named a party to this Agreement as well as Westminster and that such loss or damage shall be recoverable by Westminster on behalf of the relevant Participating Authority and accordingly the Contractor shall not be entitled to limit or exclude its liability on the basis that Westminster had not suffered any or the same loss or damage as the relevant Participating Authority.

1.8. If it is successful in the mini competition the Contactor shall:

1.8.1. execute the Call-Off Contract promptly and shall not commence the provision of the Service nor be entitled to any remuneration whatsoever until it has so executed the Call-Off Contract.

1.8.2. be liable for any loss or damage incurred by Westminster and /or any Participating Authority if the Service does not commence at the Service Commencement Date as a result of its failure to execute this Call-Off Contract promptly.

Agenda Item 15

London Borough of Hammersmith & Fulham

CABINET

22 JULY 2013

DELIVERING THE SCHOOLS CAPITAL PROGRAMME

Report of the Cabinet Member Children's Services, and Cabinet Member for Education : Councillors Helen Binmore and Georgie Cooney

Open Report

Classification: For Decision

Key Decision: Yes

Wards Affected: All

Accountable Executive Director: Andrew Christie, Tri-borough Executive Director of Children's Services

Report Author:	**Contact Details:**
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1. EXECUTIVE SUMMARY

1.1. This report builds on the previous report set out in the School Organisation Strategy for Hammersmith & Fulham 2012/13. It identifies updated DfE capital grant allocations and makes recommendations for additional capital funding decisions in support of the Council's key educational priorities:

2. RECOMMENDATIONS

2.1. That approval be given to the capital allocations to develop the priority schemes as follows:

- Sacred Heart High - subject to the outcome of targeted Basic Need Grant application to fund this project expand this outstanding school by 1FE, up to the sum of £8m

- Wood Lane High School – proposals are being developed to expand provision at the school. Whilst no estimates are available at this stage it is recommended that a place-holder of £750,000 be identified at this stage.

- Queensmill Autistic Spectrum Disorder pilot unit at Fulham Boys College £50k

- London Oratory School - additional Council funding of £700k up to £3.1m to address shortfall in school contribution to upgrade of teaching accommodation project

- Holy Cross – additional Council funding of £390k. Overall project costs have been revised to reflect the complexity of project and stakeholder relationships.

- Wormholt Primary School - additional Council funding of £50k to address budget shortfall of £250k from original bid costs. The school have committed to contribute £200k from internal budgets towards this shortfall

2.2. That approval be given to a release to Phoenix High School of £400k, in addition to the £175k previously approved, against the total condition need of £2,479k identified in the condition survey carried out by EC Harris in 2011. This will enable the school to address urgent health and safety works without any conflict with the school's future school vision as a longer term strategy.

2.3 That approval be given to establish a Planned Maintenance Programme in the value of £1,435,200.

3. REASONS FOR DECISION

3.1. The recommendations listed above will contribute to the Council meeting its identified key educational priorities.

- To meet the Council's statutory responsibility to provide school places to meet demand
- The Schools of Choice agenda for expanding popular schools
- Increase the percentage of resident children choosing the Borough's schools
- The Special Schools Strategy

4. INTRODUCTION AND BACKGROUND

4.1 The Council has received confirmation of a Basic Need capital grant allocation of £8.492m for 2013-15, in addition to a capital maintenance grant of £1.626m. Following the receipt of the Hammersmith & Fulham basic need capital allocation for 2013-2015, a draft funding strategy was compiled to deliver Schools of Choice projects that were either not prioritised or had not previously been developed sufficiently to evaluate for funding in the 2012/13 capital programme.

5. PROPOSAL AND ISSUES

5.1. The following projects are proposed for Children's Services capital funding allocations:

	£000
Available funding to meet new commitments	**25,487**
New Commitments	
Sacred Heart High	8,000
Wood Lane Accommodation upgrade	750
Queensmill ASD pilot @ Fulham College	50
London Oratory additional funding	700
Holy Cross additional funding	390
Wormholt additional funding	50
Phoenix condition	400
Total additional funding required	**10,340**
Residual available budget	**15,147**

5.2 The proposed Sacred Heart High funding allocation will provide accommodation for an additional form of entry at this outstanding school.

5.3 The proposed Wood Lane funding allocation will provide additional accommodation required to enable the school to meet the needs of the current roll of 94 pupils in a school designed for 65, and expand further provision to deliver the curriculum in an inclusive and safe environment for teaching and learning.

5.4 The Council is keen to support the development of specialist locally provided SEN provision and it is proposed to allocate £50k to establish a Queensmill Autistic Spectrum Disorder pilot unit at Fulham Boys College.

5.5 The School Organisation Strategy of January 2013 awarded 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. The school have undertaken a further analysis of costs of the project and have identified additional costs. Given the scale of the school's contribution to the project it is proposed to increase the council's contribution by £700,000

5.6 The Holy Cross expansion and bi-lingual co-location with the French independent Lycee is a highly complex project with multiple stakeholder relationship issues and involves new build and refurbishment works to two sensitive sites, (one a listed building) and a site swap involving land transfers between the Council and the Diocese of Westminster. Basuto Road additional costs are attributable to provision of temporary classroom to meet initial year of 2FE intake from September 2012 and additional construction costs as original budget assumed efficiencies of 2 storey accommodation, and tender inflation of 3%

5.7 Phoenix High School have developed an Education & Design brief to demonstrate how they are working with a longer term strategy in mind but initially they need approval on £400k worth of urgent health and safety schemes to deliver this summer as summarised below:

Roofs	Replace leaking copper great hall roof with copper backed felt and effect internal repairs, currently internal damage is causing ceiling to fall down	£170,000
Surfaces	Replace dangerous hard surfacing causing severe trip hazards in:- Main Playgroup Main Terrace Outside gyms 4,5 and 6 Administration car park	£145,000
P.E Faculty	Refurbishment of gym changing rooms, to remove health & safety issues with flooring, shower cubicles and toilets	£18,000
Whole School	Replacement of out-dated CCTV system, currently CCTV system is an analogue system that makes viewing of footage very unpredictable. Cost for replacing hardware on current system that will work in tandem with analogue and digital cameras.	£42,000
Access	Reconfiguration of back gate, to increase site security	£25,000
Total		£400,000

The requirements for these issues as a priority are far less than the £2.479m identified in the Stock Condition Surveys, but reflect the schools prioritisation on business critical aspects.

5.8 The draft Planned Maintenance Programme (Appendix 2) addresses landlords obligations to school sites in terms of service contracts, cyclical maintenance, and specific projects to address health & safety issues and keep school buildings wind and weather-tight. The anticipated budget of £1,435,200 is funded from schools Dedicated Support Grant and does not therefore constitute a commitment from the Children's Services Capital Programme.

6. OPTIONS AND ANALYSIS OF OPTIONS

6.1. As part of the funding decision making process, projects considered for funding under this draft strategy have been discussed at Cabinet Member briefings, and the schools in question have been visited by Cabinet Members and/or Council officers to appraise the merit of the projects for funding.

7. CONSULTATION

7.1. There is no external consultation involved in the allocation of funding to these projects.

8. EQUALITY IMPLICATIONS

8.1. All proposed projects within this report were considered for funding under the Schools Organisation Strategy 2012/13 approved by Cabinet on 10 December 2012. As such, these projects are incorporated in the Equality Impact Assessment for that report.

8.2. Funding and delivery of the projects proposed within this report, is part of the Councils strategy to deliver its schools of choice agenda. This will have a positive impact on all the residents of Hammersmith and Fulham, with children of school age, as it is an integral part of an all-encompassing strategy for all learners in the borough. The new opportunities that these new and expanded schools will provide will improve the choices for more local children to attend local schools, regardless of race, gender, disability, sexual orientation or religious belief.

9. LEGAL IMPLICATIONS

9.1. There are no direct legal implications at this time. Officers should ensure that all individual procurements are carried out in accordance with the Council's contract standing orders and EU procurement rules.

9.2. Implications completed by: Catherine Irvine, Senior Solicitor (Contracts) tel 020 8753 2774

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10. FINANCIAL AND RESOURCES IMPLICATIONS

10.1. The Schools Capital Programme has a complex and diverse set of funding streams as set out below:

	£,000
PCP grant	1,131
Basic Needs Capital grant 2011-12	6,157
Additional Basic Needs Capital grant 2011-12	15,072
LA Basic Needs grant 2012-13	14,382
LA Maintenance 2012-13	1,917
LA Additional Basic Needs grant 2012-13	18,757
LA Basic Needs grant 2013-15	8,492
LA Maintenance 2013-14	1,626
Free Schools grant	2,566
Specific grants	5,759
Capital receipts from disposals	9,000
Capital receipts - Sands End	500
School Expansion Plan	1,055
Section 106	800
Other contributions - revenue planned maintenance & school	309
Lyric Theatre (other contributions)	9,440
Targeted Basic Need Allocation (tbc)	8,000
TOTAL FUNDING AVAILABLE	**104,963**

10.2. Previous allocations by the Cabinet total £79,476,000 leaving a balance of £25,487,000. The proposed allocation of resources would leave a further £15.147m as set out below.

Total additional funding required	**10,340**
Available funding to meet new commitments	
Balance unallocated as above	25,487
Residual available budget	**15,147**

VAT Implications

10.3. 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 have issued revised guidance which will need to be complied with.

10.4. 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.

11. RISK MANAGEMENT

11.1. The Council regularly commissions conditions surveys and pupil place projections to ensure that resources are directed to appropriate projects.

11.2. 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.

11.3. 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.

12. PROCUREMENT AND IT STRATEGY IMPLICATIONS

12.1. The report seeks approval for further capital allocations to give effect to the Schools Organisation Strategy and Schools of Choice objectives. As such, there are no immediate procurement implications arising from the report's recommendations.

12.2. However, as specific projects are developed and taken forward, it is important to note a number of procurement-related points.

12.3. Firstly, the need to ensure compliance with statutory competition requirements where these apply; namely, the Public Contracts Regulations 2006 (as amended). The financial thresholds requiring mandatory competition are currently values estimated to be in excess of £4,348,350 for works, and values estimated in excess of £173,934 for services (which includes external architectural, consultancy and project management services).

12.4. Secondly, should the Council wish to commission any third-party support to assist with projects below these thresholds, the requirement to comply with the Council's Contracts Standing Orders in seeking competitive tenders will apply. There is a general requirement of being able to demonstrate that contracts have been awarded in an open, transparent and robust way.

12.5. However, should the Council wish to commission *3BM Ltd.* to provide consultancy and/or management services to assist in the development and delivery of specific projects, without first running a competitive exercise, this is provided for in section VI.2 of the OJEU notice concerning the creation of the Employee-Led Mutual. The OJEU notice refers to a wide range of educational and schools-related services covered by the Council's contract with *3BM Ltd.,* and notes that these can be commissioned by the Council or by local schools, subject of course to the Council or schools believing *3BM Ltd.* to be the Best Value option available to them.

12.6 Finally, in any future instance where H&F is the contracting authority and *3BM Ltd.* are acting on the Council's behalf as technical agents in carrying out a procurement, *3BM Ltd.* will need to ensure compliance with the 2006 Regulations (as amended) where they apply, as well as the Council's CSOs, or obtain prior approval to waive them.

12.7 Cabinet Member and Officer oversight of the overarching programme is provided by a Schools Capital Programme Delivery Board, on which the Director of Procurement and IT Strategy is represented.

12.8 Comments provided by: John Francis, Principal Consultant, H&F Corporate Procurement. 020-8753-2582.

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.	Condition Survey + Targeted need Application	Dave McNamara Ext. 3404	Children's Services

h&f the low tax borough	**London Borough of Hammersmith & Fulham** **CABINET** **22 JULY 2013**
REMOTE MONITORING / REPORTING AND COMMUNICATION FOR PASSENGER LIFTS WITHIN HOUSING PROPERTIES	
Report of the Cabinet Member for Housing – Councillor Andrew Johnson	
Open Report A separate report on the exempt part of the Cabinet agenda provides exempt information on the tender results and assessment outcomes for the letting of the contract and recommends acceptance of the relevant tender.	
For Information **Key Decision:** Yes	
Wards Affected: All	
Accountable Executive Director: Melbourne Barrett - Executive Director of Housing and Regeneration	
Report Author: **Danny Reynolds Group Leader Building Services**	**Contact Details:** Tel: 020 753 4807 Email:- Danny.Reynolds@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. This report seeks approval to let a contract to supply, install and service Elevator Monitoring Units (EMUs) and Auto Diallers / intercom units, to provide remote monitoring of lifts within various housing properties within the borough, including:

- automatic reporting of lift breakdowns
- reporting of entrapments
- monitoring of lifts' performance

1.2. The installation of Elevator Monitoring Units and Auto Diallers in the borough's lifts within its housing blocks will enable automatic reporting of lift breakdowns, reporting of entrapments, monitoring of lift performance and monitoring of lift contractor's performance. The installations will deliver an improved lift service to residents and should also reduce the volume of emergency calls to the London Fire Authority, call-outs for which are charged to the Council.

2. RECOMMENDATIONS

2.2 To note that the contract includes a five year comprehensive maintenance service, which includes attending to reactive breakdown repairs and providing ongoing technical support in the operation of the systems, at an annual cost of £66,043.

2.3 To note that the works to install the equipment are anticipated to commence on 12 August 2013 and complete on 31 January 2014.

2.4 To note that funding for this scheme is contained within the 2013/14 Housing Capital Programme which was approved by the Cabinet on 8 April 2013.

3. REASONS FOR DECISION

3.1 These works enable automatic and instantaneous reporting of lift breakdowns, reporting of entrapments, monitoring of lift performance and monitoring of lift contractor's performance for all passenger lifts installed in the borough's housing stock.

3.2 The installations will facilitate the delivery of an improved lift service to residents and should also reduce the volume of emergency calls to the London Fire Authority, call-outs for which are charged to the Council.

3.3 This tender acceptance report is submitted for Cabinet approval in accordance with paragraph A.116 of the Council's Financial Regulations which states that a decision which affects more than one ward is a Key Decision which must be approved by Cabinet.

4. INTRODUCTION AND BACKGROUND

4.1 The proposed works form part of the 2013-14 Housing Capital programme which was approved by Cabinet on 8 April 2013, for which the Cabinet Member for Housing has responsibility.

4.3 The installations will deliver an improved lift service to residents and should also reduce the volume of emergency calls to the London Fire Authority, call-outs for which are charged to the council.

4.4 There are a total of 221 lifts installed within medium and high-rise residential blocks of flats throughout the borough. Of this total, as part of a rolling programme in recent years 137 lifts have been fitted with EMUs and 47 fitted with Auto Dialler systems supplied and installed by Thames Valley Controls. These systems are not compatible with other similar systems from alternative suppliers.

4.5 EMUs and Auto Diallers are separate components which can be installed in passenger lifts each of which improve the functionality of the lift.

- EMUs - provide automatic and instantaneous notification of lift breakdowns to receiving centres at the lift maintenance contractor's and Council offices, without the need for residents to call to advise that the lift has broken down. In addition they record events and activities relating to the performance of each lift which is a useful tool for diagnosing recurring faults and drawing up preventative planned maintenance programmes for lift improvements. Additionally EMUs record the time and date of the contractor's attendance at each lift which is useful with respect to monitoring and measuring the contractor's performance.

- Auto Diallers – are intercom units which allow three-way communication between the lift motor room, the top of the lift car and between the inside of the lift car and a 24 hour call-receiving centre, enabling residents who are trapped to alert the contractor directly that they are trapped in the lift. The provision to provide auto diallers within passenger lifts is a British Standard requirement for all new lift installations.

4.6 Historically lift entrapments have been attended to by the London Fire Authority. However, following a review of their operations in 2008 notice was issued to Local Authorities and private landlords that the Fire Authority would only attend to lift entrapment in situations where passengers were deemed to be at health risk, and that they would charge £260 plus VAT where they have attended entrapments in the same building three times in any year. Consequently, they advised Local Authorities and private landlords that they would need to provide their own lift release service in cases of entrapment. In 2011/12 the total charged by the Fire Authority to Hammersmith & Fulham was £33,020, although this only represents part of the year, as charges only started being passed on to the borough mid-way through the year. The total charge in 2012/13 was £40,000.

4.7 In 2011, according to statistics released by the London Fire Authority, they released 386 people in Hammersmith & Fulham, although this also includes releases from lifts in properties not owned by the Council. This is in comparison with examples from other London Local Authorities as follows:

- London Borough of Camden - 680 people released in 2011
- London Borough of Lambeth - 473 people released in 2011
- London Borough of Enfield - 243 people released in 2011
- London Borough of Ealing - 188 people released in 2011
- London Borough of Brent - 149 people released in 2011
- London Borough of Hounslow - 123 people released in 2011
- London Borough of Barking and Dagenham– 108 people released in 2011
- City of London - 83 people released in 2011
- London Borough of Waltham Forest - 65 people released in 2011

4.8 Following this notification from the London Fire Authority, the Council's lift maintenance contracts were revised to include provisions for the contractor to attend to lift entrapment 24 hours per day 7 day per week with a response time of half an hour during normal working hours and a maximum of 2 hours at all other times. The contractor's current average response times in responding to lift entrapment outside normal working hours is one hour where the lift is fitted with an intercom system enabling two-way communication between the call centre operators and the persons trapped.

4.9 It is recognised that being trapped in a lift causes anxiety and panic, which is mainly due to the uncertainty of not knowing whether or not the entrapment has been acknowledge and reported, and that assistance is on its way. This is a major concern with lifts not fitted with intercom systems which rely on the sounding of a lift alarm bell to notify passers-by of entrapments and their good will in notifying the relevant authorities. Unfortunately, passers-by usually alert the London Fire Authority rather than the Council's Customer Services Repair Centre which has cost implications for the council as set out below.

4.10 The installation of intercom units within lifts therefore not only provides instantaneous notification of lift entrapments to call centre operators but also provides communication between the trapped passengers and the operator who is trained in dealing with entrapment and can therefore provide reassurance and progress updates such as estimated arrival times. In addition lift intercom units by virtue of their automatic and instantaneous communication to operators within call centres eliminates the need to call out the Fire Authority, except in exceptional circumstances, thus resulting in cost savings to the Council in the Housing Revenue Account estimated to be between £30,000 - £40,000 per year. This represents approximately 115 - 150 call-outs for which Fire Authority would pass on a charge to the Council. It is unlikely that Fire Authority charges will be eliminated entirely, as there will still be a number of instances where the Brigade attend to trappings, but the number, and therefore the charge, is anticipated to significantly reduce once the EMUs and intercoms are installed.

4.11 The contract includes the provision of a five year comprehensive maintenance service, which includes providing a reactive breakdown repair service, together with ongoing technical support regarding the operation of the systems, existing and new. The cost of the comprehensive service contract will be met from the Housing Revenue Account.

4.12 The proposed works are essential in order to respond to lift breakdowns more quickly, resulting in reduced lift service downtime, and are in response to the London Fire Authority's policy of not attending to lift entrapment other than in situations of risk to health. These works need to be undertaken as part of the Council's drive to deliver an improved lift service to its residents and members of the public and to improve its relationship with the London Fire Brigade.

5. PROPOSAL AND ISSUES

5.1 Proposed Works

5.1.1 The works consist of the supply and installation of Elevator Monitoring Units to all passenger lifts within blocks of flats owned by the Council where they are not already installed (a total of 84 lifts) in order to provide remote monitoring and automatic and instantaneous reporting of lift breakdowns. The works also include the supply and installation of Auto Diallers (intercom units) where they have not already been installed (174 lifts) to provide automatic notification of lift entrapments and two-way communication between the lift car and trained operators located within a call centre. Once this work is completed, all lifts serving the borough's housing properties will be equipped with Elevator Monitoring Units and Auto Diallers.

5.1.2 Elevator Monitoring Units supplied by Thames Valley Controls are continually evolving as they are software-driven. During the negotiation period a number of new developments have been made to the systems which have been included within the proposed installations. These are:

- An intruder alarm system to alert officers of unauthorised access to the lift motor rooms. This is a valuable provision in preventing pirate radio operators from housing their equipment within lift motor rooms;

- An alert system to give warning of failure by the lift maintenance contractor's personnel or inspectors to log in or out of the EMU systems during visits.

- Lift positioning indication which is a useful tool in assisting concierge officers to determine the floor level from which passengers have exited the lift, within those buildings with CCTV fitted in the lift car and which is connected to the Council's CCTV network. This will assist officers and the police as part of their evidence-gathering in drug-related and other anti-social behaviour incidents within the Council's buildings.

5.1.3 Furthermore, the works also include the supply and installation of a suitable sign within each lift car with engraved instructions as to the Council's lift entrapment procedure. These signs will provide guidance to trapped passengers on a permanent basis, and will replace the current laminated signs which are posted in the lift cars, which are frequently taken down or defaced.

5.2 Funding, Cashflow and Programme of Works

5.2.1 The installation of monitoring units to housing's passenger lifts was originally conceived as a phased programme to begin in 2012/13. Due to the specialist nature of the works and the wish to avoid repetitive procurement an accelerated programme was proposed which was to be completed under a single negotiated contract. The revised 2012/13 Housing Capital Programme included a budget of £400,000 for this scheme with an additional £200,000 approved for 2013/14 giving a total budget of £600,000. The recommended sum for approval of £674,908 therefore represents a potential shortfall of £74,908. This shortfall can be met from within the overall housing capital funding envelope, specifically due to a reduced requirement for the proposed lift modernisation scheme at Ashcroft Square which is £90,340 under budget.

5.2.2 The anticipated Cashflow of the project, which excludes the cost of the HRA-funded servicing, is as follows:

	2013/2014 £	**Totals: £**
Works	605,299	605,299
Professional Fees	69,609	69,609
Total	**674,908**	**674,908**

5.2.3 Expenditure will be charged to Cost Centre **LFT001** and Project Code **CHRA02011**

5.2.4 The anticipated programme of work is as follows:-

	Date:	
Cabinet Key Decision	22nd July	2013
Issue letter of Acceptance	29th July	2013
Start on Site	12th August	2013
Completion:	31 January	2014

6. CONSULTATION

6.1 It is proposed to write to all residents in the affected blocks to explain the nature and scope of the works, programme and timescales, and the impact the works will have.

6.2 Whilst there are no invasive works within residents' homes as a consequence of the project, disruption will be caused due to the lifts' downtime whilst the works are undertaken. Generally, it is estimated that the works will take approximately 2 days per lift for each installation. The work in the lift shafts will necessitate the lifts being decommissioned although some work will be in the lift motor rooms, and this can be carried out with the lift still in service. Officers will seek to minimise disruption through effective consultation with residents.

6.3 As the cost of the works will be below the £250 per dwelling threshold, there is no requirement to issue Section 20 Notices under the statutory leaseholder consultation procedures.

7. EQUALITY IMPLICATIONS

7.1 The works will have a positive effect on elderly and very young people; people in wheelchairs and ambulant disabled people; pregnant women and people with very young children, as these groups are most disadvantaged when lift breakdowns occur. These works will reduce the frequency of such breakdowns. The works will not have an adverse effect on any protected groups. The installations will facilitate the delivery of an improved lift service to residents and the impact on disabled and elderly people during the works will be minimised.

8. LEGAL IMPLICATIONS

8.1 The Public Contracts Regulations 2006 provides that in limited circumstances negotiations with one supplier is permissible. The reasons for negotiating with one supplier is set out in the body of the report.

8.2 It is essential that contract documentation is completed and the necessary post contract award procurement process is followed by officers in the event that the recommendations are accepted so that the Council is fully protected.

8.3 Implications verified/completed by: Kar-Yee Chan, Solicitor - 020 8753 2772

9. FINANCIAL AND RESOURCES IMPLICATIONS

9.1 The revised 2012/13 Housing Capital Programme included a budget of £400,000 for this scheme with an additional £200,000 approved for 2013/14 giving a total budget of £600,000. The recommended sum for approval of £674,908 therefore represents a potential shortfall of £74,908. This shortfall can be met from within the overall housing capital funding envelope, specifically by a reduced requirement for the proposed lift modernisation scheme at Ashcroft Square which is £90,340 under budget.

9.2 The annual cost of the five year comprehensive maintenance service is £66,043. Notional professional fees, at 11.5% applicable to this contract for the installation and annual servicing contracts is £7,595. The costs of the works is included in the lifts budget of £550,000 within the 2013/14 Housing Revenue Account which was approved by Cabinet on 11th February 2013.

9.3 As the cost of the works will be below the £250 per dwelling threshold, there is no requirement to issue Section 20 Notices under the statutory leaseholder consultation procedures.

9.4 Further financial implications are contained within the exempt report.

9.5 Implications verified/completed by: Isaac Egberedu, Principal Accountant - 0208 753 2503.

10. RISK MANAGEMENT

10.1 Risks relating to the project's pre-construction processes have been ascertained, and the project will not commence until the necessary actions identified on the register have been undertaken. A post-contract risk register will be developed jointly with the contractor once they have been appointed, in order that risks can be managed throughout the duration of the project.

10.2 Implications verified/completed by Danny Reynolds – Group Leader, Engineering Services, 020 8753 4780.

11. PROCUREMENT AND IT STRATEGY IMPLICATIONS

11.1 The Corporate Procurement Team has provided advice concerning this specialist procurement. Accordingly the Director agrees with the recommendations contained in the Report.

11.2 Further comments are contained within the exempt report.

11.3 Implications verified/completed by Alan Parry, Procurement Consultant (TTS) - 020 8753 2581.

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.	Procurement & Project documents (exempt)	Danny Reynolds Ext: 4780	Housing & Regeneration 6th Floor, HTH Ext King Street Hammersmith W6 9JU
2.	Project development (exempt)	Jodie Rose Ext: 3830	Housing & Regeneration 3rd Floor, HTH Ext King Street Hammersmith W6 9JU
3.	Housing Capital Programme approval papers	Vince Conway Ext.1915	Housing & Regeneration 3rd Floor, HTH Ext King Street Hammersmith W6 9JU

Agenda Item 17

London Borough of Hammersmith & Fulham

CABINET

22 JULY 2013

HOUSING DEVELOPMENT PROGRAMME – SALE OF LAND ADJACENT TO 215 HAMMERSMITH GROVE (VERULAM HOUSE ESTATE)

Report of the Cabinet Member for Housing, Councillor Andrew Johnson

Open report
A separate report on the exempt Cabinet agenda provides exempt information on market sensitive financial data, due diligence and management of risk.

Classification: For Decision

Key Decision: Yes

Wards Affected: Hammersmith Broadway

Accountable Executive Director:
Melbourne Barrett, Executive Director of Housing & Regeneration

Report Author:	**Contact Details:**
Matin Miah, Head of Regeneration & Development	Tel: 020 8753 3480 E-mail: Matin.Miah@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. The Council is currently pursuing three strands of direct housing development as part of the delivery of the Council’s Housing Strategy ‘*Building a Housing Ladder of Opportunity*’.

1.2 The Housing Development Programme Business Plan was approved by Cabinet on 24 June 2013. The proposed four year programme is based on delivery of 100 Discount Market Sale and 33 private for sale new housing units across 16 sites.

1.3 One of these 16 sites comprises infill developments on the Verulam House estate. Originally it was proposed that three new one-bedroom apartments, for Discounted Market Sale (DMS), would be built in the undercroft of the Verulam House estate, where residents’ pram stores and sheds are currently located, together with works to external areas, and a new four-bedroom house, for Private Sale, to be built on land adjacent to 215 Hammersmith Grove. In accordance with the Housing Development Programme Business Plan 2013 to 2017, approved by Cabinet on 24 June 2013, it is now proposed that the land for the new four-bedroom house be sold with planning consent.

1.4 As the Council has a limited track record of direct development of high value private for sale market housing of this type, the sale of the land will limit risk, accelerate the programme and also improve the cashflow due to the earlier than forecast receipt of income from the land sale. This income is required to cross subsidise the three one bedroom Discounted Market Sale apartments being built underneath the undercroft of Verulam house.

1.5 An external valuation and marketing strategy has now been prepared by Lambert Smith Hampton, the Council's retained Chartered Surveyors. Prior to disposal of the land, advice from Lambert Smith Hampton, is that a low voltage electricity cable crossing the site should be diverted, so that the site can be offered to the market unencumbered so as to maximise the likely sale price. A formal quotation is currently being sought from the respective utility companies (See the exempt report for further information).

1.7 The Director of Law has confirmed that Secretary of State approval to dispose of the land is not required, in addition to Cabinet approval, given the small size of the plot and the fact that it is vacant.

2. RECOMMENDATIONS

2.1. To approve the disposal of land adjacent to 215 Hammersmith Grove (Verulam House Estate), shown edged on the plan attached as Appendix A via auction.

2.2. To note that this scheme falls within the scope of the Housing Development Programme Business Plan for the period 2013-2017.

2.3. Authorise the Executive Director of Housing & Regeneration to incur all necessary expenditure to divert the low voltage electricity cable that runs across the site, carry out additional site surveys, and to incur marketing and auction costs (See the exempt report for further information).

3. REASONS FOR DECISION

3.1 To approve the sale of the land adjacent to 215 Hammersmith Grove (Verulam House Estate) with planning consent for a four bedroom house in accordance with the Housing Development Programme Business Plan 2013-2017 approved by Cabinet on 24 June 2013, in support of the Council's Housing Strategy “Building a Borough of Opportunity” adopted in October 2012.

4. BACKGROUND

4.1 The Council is currently pursuing the following three main strands of direct housing development as part of the delivery of the Council's Housing Strategy '*Building a Housing Ladder of Opportunity*':

- Strand 1: *Hidden Homes* – a programme for small conversions, generally less than 5 units per site

- Strand 2: *New Build Innovative Housing* - built using Modern Methods of Construction (Rational House), generally between 5 – 50 units per site

- Strand 3: *Housing & Regeneration Joint Venture* – partnership with a private sector partner to redevelop selected larger Council owned development sites, delivering 50+ units per site

5. VERULAM HOUSE SCHEME

5.1 Development Schemes

5.1.1 Under Strand 1 : Hidden Homes programme, on 18th December 2012, the Council secured planning consent for a four bedroom house at the Verulam House Estate (on Hammersmith Grove, W6). The consented scheme (Planning Application Reference No : 2012/02855/FR3 – See Appendix A: Planning Consent Approved Drawings) designed by Employer's Agent, Baily Garner comprises a new build four bedroom single family dwelling over three storeys plus basement. The design replicates the adjoining 215 Hammersmith Grove and demonstrates a continuation of the period character of the terrace which was constructed in the mid 1800's. The scheme incorporates design with period features and includes a mansard roof, stepped panel door entranceway, wrought iron fencing and timber sash windows.

5.1.2 The proposed development is incorporated within a rectangular section within the south east segment of the Verulam House estate with direct access onto Hammersmith Grove.

5.1.3 The three Discounted Market Sale (DMS) apartments that were granted under a separate planning consent (See Appendix B: Planning Consent Approved Drawings) will be cross subsidised by income generated from the sale of land for the private sale for the four bedroom house.

5.1.4 Three DMS apartments are proposed to be built with the undercroft, together with other estate improvements, including the provision of 31 new sheds, replacing the existing sheds that will be demolished. The proposed programme in respect of the three, one bedroom new infill apartments in the undercroft of the Verulam House is to commence in September 2013 with Practical Completion due May 2014.

5.2 Case for Land Sale

5.2.1 As the Council has a limited track record of direct development of high value private for sale market housing of this type it is proposed that this land is sold rather than directly developed by the Council. The sale of the land will limit risk, accelerate programme delivery and also improve the cashflow due to the earlier than originally forecast receipt of income from the land sale to cross subsidise the development of the three, one bedroom discounted market sale properties at the undercroft of Verulam House.

5.3 Consents/Restrictions

5.3.1 Authorisation is now sought to sell the land with planning consent, with the sale being expected to complete in late Autumn 2013. The Director of Law has confirmed that Secretary of State's approval to dispose of the land is not required, in addition to Cabinet approval, given the small size of the plot and the fact that it is vacant.

5.3.2 The site is situated within a conservation area, however to further protect the Council's value and protect residents at Verulam House, a 'restrictive covenant' to restrict development to a four-bedroom property as opposed to maisonettes or apartments will be included as a sale conditions. Irrespective of the restrictive covenant, an application to vary the consent would be required in order to construct maisonettes or flats and officers understand this is currently unlikely to be granted due to the history of this site, having regard to resident consultation and the site being within a conservation area.

5.3.3 Consideration is also being given to a potential time restriction on when the development would needed to have been commenced, albeit that the planning consent would expire three years, after 18 December 2012.

6. MARKETING STRATEGY AND PROGRAMME

6.1 In consideration of the type of property, location, prospective lot size and existing planning consent LSH would anticipate strong interest from local property developers and builders.

6.2 LSH's opinion is that sale by auction is the best option for disposal of this site.

6.3 It is anticipated that an auction would generate a high level of interest and would achieve a quicker sale in comparison to private treaty or informal tender where a sale period in excess of seven months is estimated. Current market conditions are relatively strong and favourable for an immediate disposal.

6.4 An auction sale has the particular advantage of being an aggressive and accelerated market method that encourages interest to secure the highest price for an asset in an open and transparent environment. Auction is currently popular among vendors as the process also removes valuation uncertainty. The Council will be protected by a well-considered reserve price which can also ensure best value is achieved at sale.

6.5 As it is proposed that the Council pursues the auction route as opposed to market, it is advisable to consider an auctioneer with a strong presence in the high end local residential markets for instance Savills. Indeed we would anticipate an indicative realistic time period of approximately 12 weeks from instruction to completion during the auction process.

6.6 In order for the Council to dispose of their freehold interest, LSH/Savills recommend the following steps prior to marketing and as soon as Cabinet approval is granted in order to take the site to auction in Autumn 2013:-

- Commission a marketing brochure

- Commission additional marketing advert(s) in addition to the standard entry included within the auction package – e.g. Estates Gazette

- Review title documentation to ensure LEB rights in relation to an electricity substation on adjoining property in Verulum House estate do not affect development site

- Potentially obtain quotes for insurance against rights of light at the adjacent property

- Divert any utility services, and in particular, the low voltage electrical cable that presently runs through the site, serving a street lighting column. The land ideally needs to be unencumbered with services prior to taking the site to auction, albeit this is not essential

- Preparation of a full sales pack with documentation including:

    - Planning drawings and decision notice;
    - Title reports;
    - Title plan;
    - Topographical survey;
    - Utilities report.

7. RESIDENT CONSULTATION / ENGAGEMENT

7.1 Stakeholders and residents of Verulam House Estate and residents located adjacent the site at Hammersmith Grove will be notified of the proposed disposal of this site by auction by letter, following cabinet approval.

7.2 A meeting with residents on the estate and local community is planned, prior to construction of the three infill apartments. The purpose of this meeting is primarily to notify residents of the programme of works and what measures will be put in place, to mitigate any potential disruption, during construction.

7.3 At this meeting, we will also outline the programme for auction of the plot for sale and how there is likely to be a restrictive covenant as a sale condition restricting use to a four bedroom house and not for apartments or a maisonette.

8. EQUALITY IMPLICATIONS

8.1 The recommendations in this report (to agree largely marketing and other expenditure for the sale of the site, plus the actual sale of the site itself), will not have any particular impacts on equality groups. The original proposal was to develop a four bedroom house for private sale and this is still likely to happen, albeit it is now expected that the Council will not be the vendor of the completed house but now merely the land. Therefore, there is no particular change to the plan from a buyer's point of view.

8.2 Comments completed and provided by Charles Wooldridge, Development Manager, having liaised with Carly Fry, the Council's Opportunities Manager.

9. LEGAL IMPLICATIONS

9.1 The legal implications are set out in this report, and in particular within the due diligence section of the exempt report.

9.2 Comments completed and provided by David Walker, the Council's Principal Solicitor (Property).

10. FINANCIAL AND RESOURCES IMPLICATIONS

10.1 An estimate of the value or receipt, by Lambert Smith Hampton, from the proposed sale of the land adjacent to 215 Hammersmith Grove with planning permission at auction, is included in the exempt report. This will be a capital receipt. As this is a sale of housing land, the use of this receipt will be ring fenced for housing and regeneration purposes and used to cross subsidise the development of three new affordable (DMS) properties at Verulam House.

10.2 Approval is requested, in the exempt report, to incur expenditure to facilitate the sale which will be funded from the decent neighbourhoods fund. A considerable proportion of this expenditure is likely to be the cost of disposal, however the diversion of the electricity cable and a local estate related service, together with the planning costs already incurred, will be capital expenditure, these actions add value to the land.

10.3 Other financial comments are in the exempt report.

10.4 Comments completed and provided by Dan Jones, Head of Housing Financial Investment and Strategy.

11 RISK MANAGEMENT

11.1 This is covered in the exempt report.

12. PROCUREMENT AND IT STRATEGY IMPLICATIONS

12.1 There are no procurement related issues as the report relates to sale of land in Hammersmith Grove.

12.2 Comments completed and provided by Alan Parry, the Council's Procurement Consultant.

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.		

SCHEDULE OF APPENDICES

Appendix A:	**Planning Consent Approved Drawings - New Four Bedroom House (Private Sale) : 2012/02855/F3 - 18th December 2012**
Appendix B:	**Planning Consent Approved Drawings - Three One Bedroom Apartments (Discount to Market Sale): 2012/02698/FR3 – 13th November 2012**

A3

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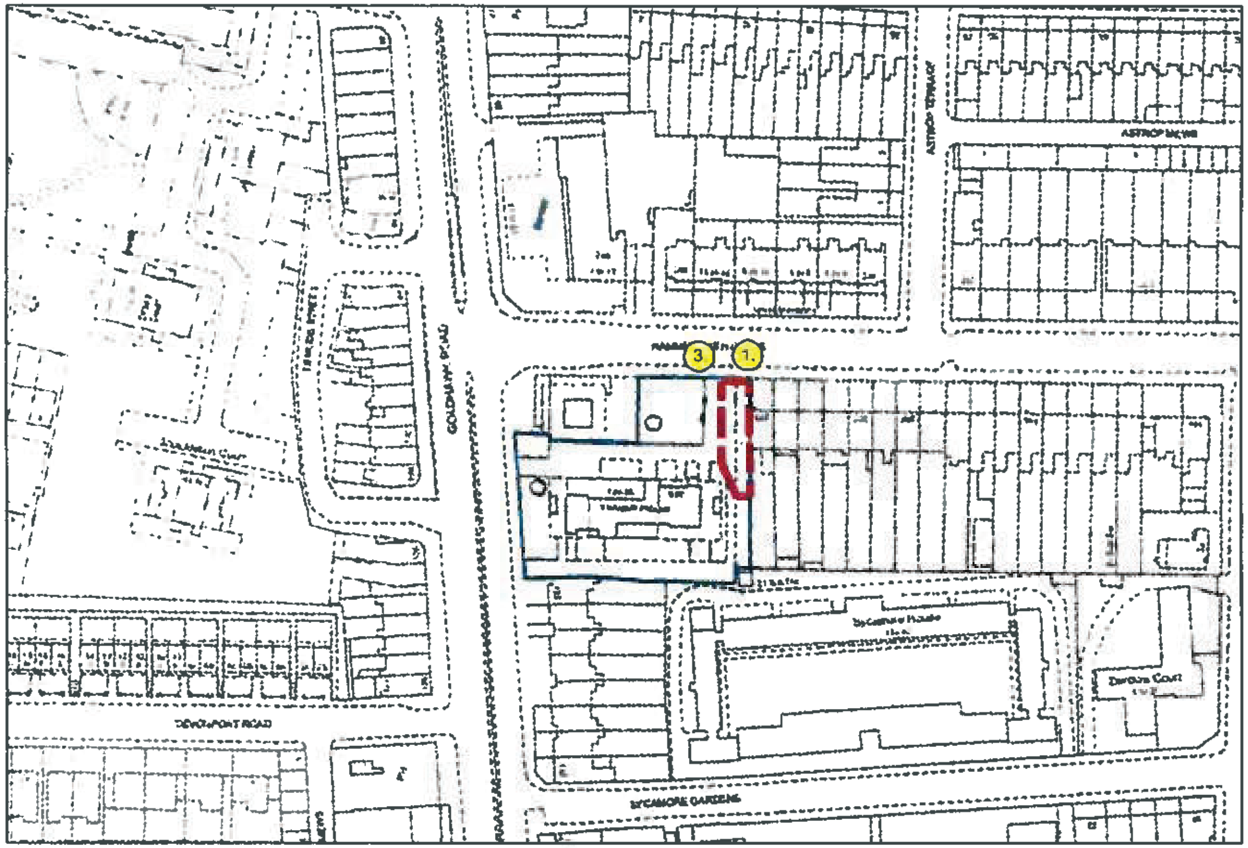

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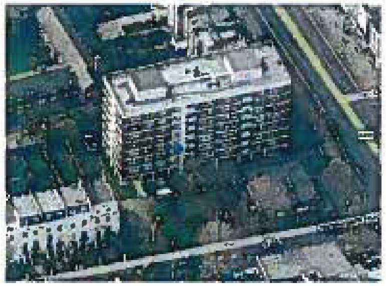

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0 10m 50m 100m 125m

1:1250

New Build Adjacent to No. 215

Site Location Plan

Hammersmith and Fulham

Hidden Homes

New Build Adjacent to
No.215 Hammersmith Grove
London W6 0NW

Site Location Plan

Planning

1:1250

KS

28/03/2012

24811

VH PL 01

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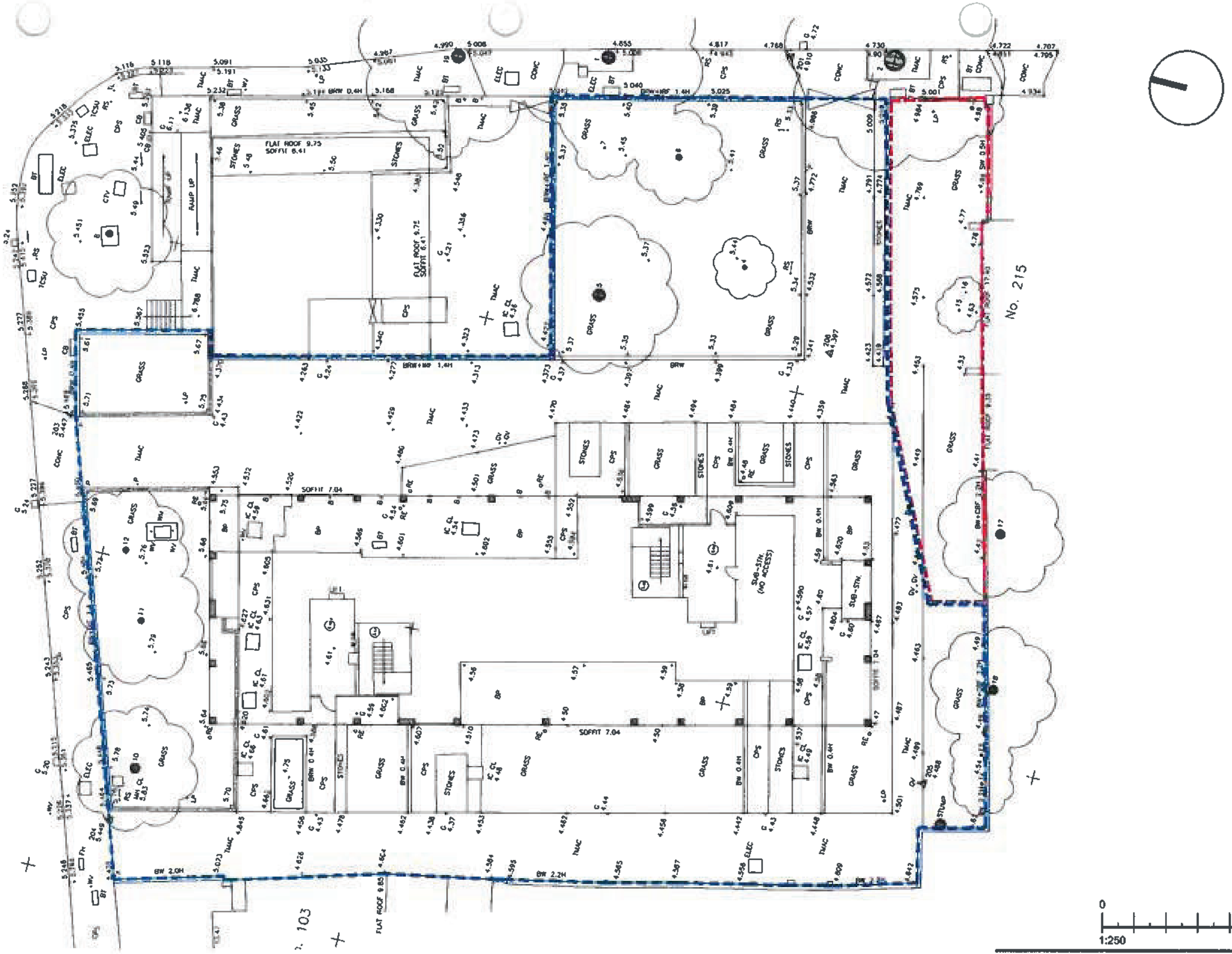

A3

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Where an item is covered by drawings to different scales, the larger scale drawing is to be worked to.

[redacted] Figured dimensions to be worked to in all cases.

New Build Adjacent to No. 215

Topographical Survey

CLIENT.
Hammersmith and Fulham

PROJECT.
Hidden Homes

ADDRESS.
New Build Adjacent to
No.215 Hammersmith Grove
London W6 0NW

TITLE.
Topographical Survey

PURPOSE OF ISSUE.
Planning

SCALE	D	C	DATE
1:250	KS		29/03/2012

JOB NO.	DRAWING No.	REVISION
24811	VH PL 02	

MH

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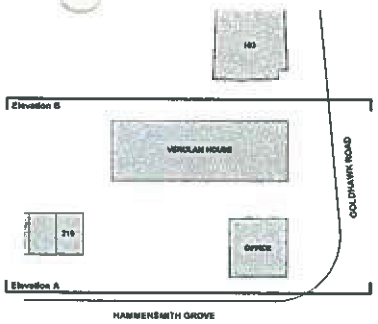

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[redacted] Figured dimensions to be worked to in all cases.

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A3

New Build Adjacent to No. 215

Existing Elevation A (Along Hammersmith Grove)

CLIENT.
Hammersmith and Fulham

PROJECT.
Hidden Homes

ADDRESS.
New Build Adjacent to
No.215 Hammersmith Grove
London W6 0NW

TITLE.
Existing Elevation A

PURPOSE OF ISSUE.
Planning

SCALE.
1:200

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DATE
29/03/2012

JOB NO.
24811

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VH PL 03

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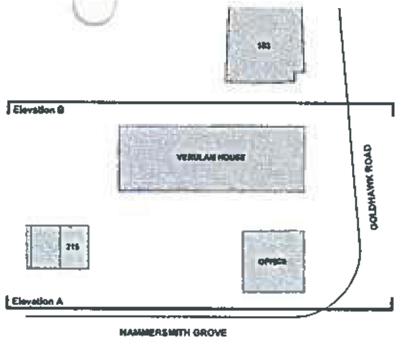

A3

New Build Adjacent to No. 215

Existing Elevation B (Along Hammersmith Grove)

CLIENT.
Hammersmith and Fulham

PROJECT.
Hidden Homes

ADDRESS.
New Build Adjacent to
No.215 Hammersmith Grove
London W6 ONW

TITLE.
Existing Elevation B

PURPOSE OF ISSUE.
Planning

SCALE.
1:200

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KS

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DATE
29/03/2012

JOB NO.
24811

DRAWING No.
VH PL 04

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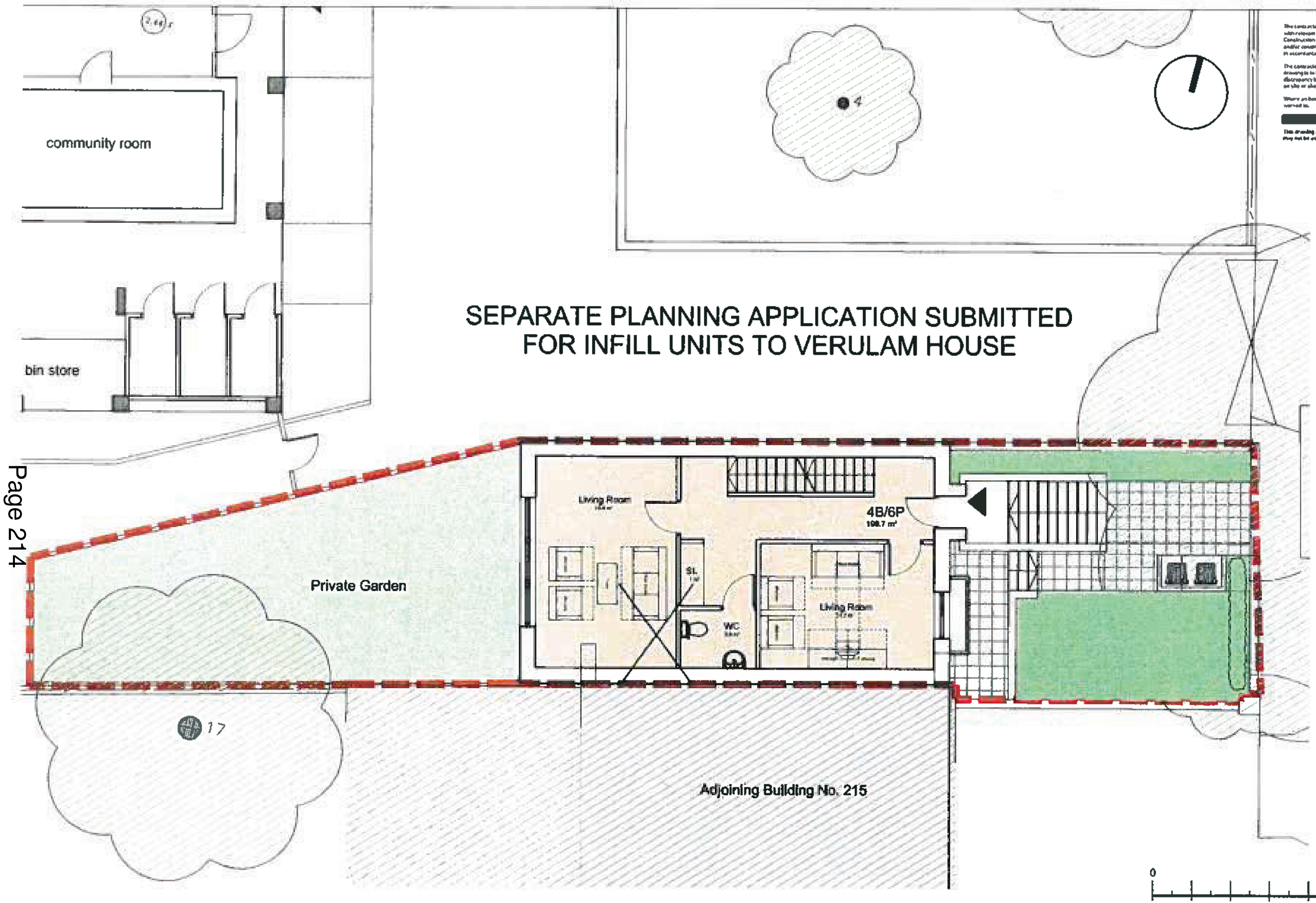

A3

KEY:

🌳	EXISTING TREE
▢	PRIVATE REAR GARDEN
🟩	PRIVATE FRONT GARDEN
🟩	PROPOSED NEW PAVING
☒	EXISTING TREE TO BE REMOVED

0 5m 10m
1:100

New Build Adjacent to No. 215
Proposed Site Plan

CLIENT. Hammersmith and Fulham	PROJECT. Hidden Homes	
ADDRESS. New Build Adjacent to No.215 Hammersmith Grove London W6 ONW	TITLE. Proposed Site Plan PURPOSE OF ISSUE. Planning	
SCALE. 1:100	D KS	C
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DATE 29/03/2012

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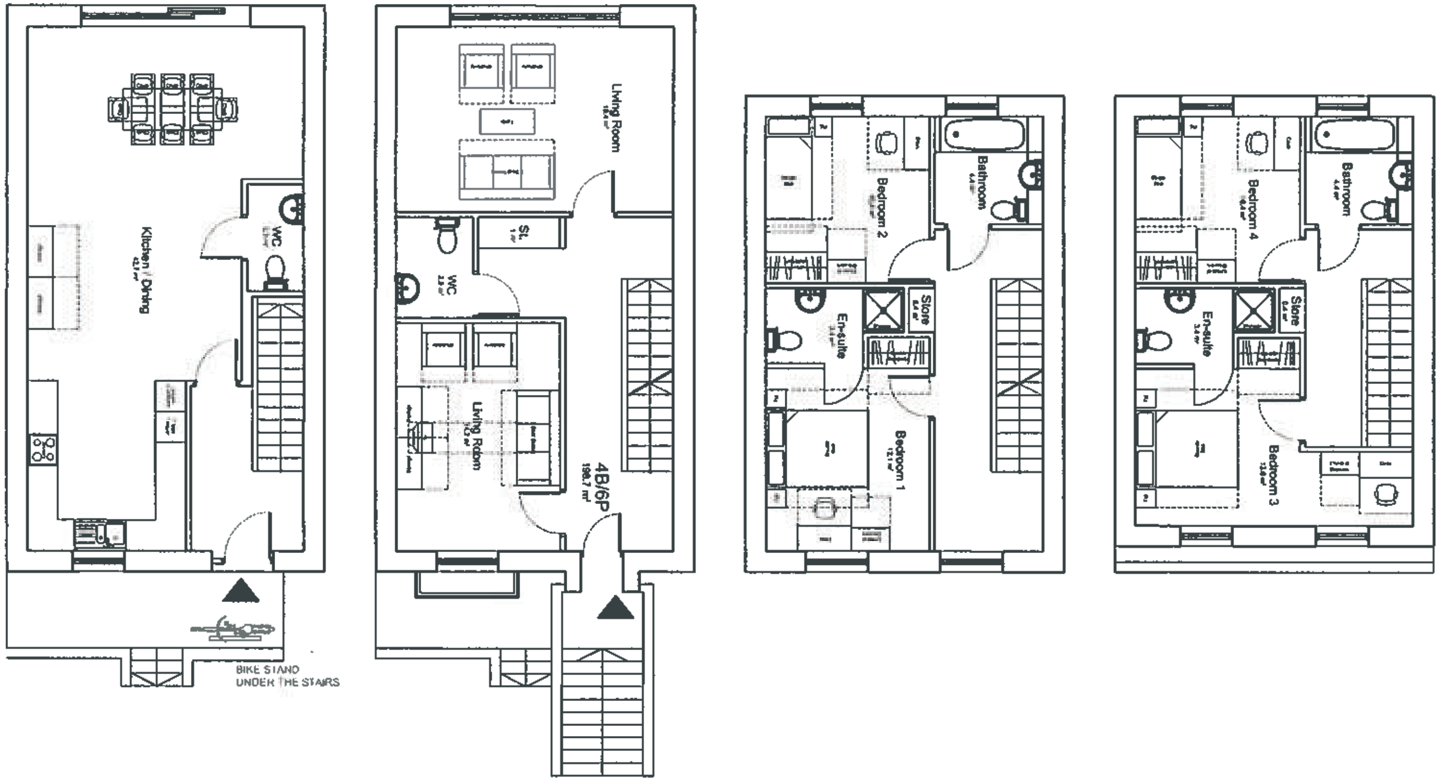

LOWER GROUND FLOOR

GROUND FLOOR

FIRST FLOOR

SECOND FLOOR

0 5m 10m

1:100

New Build Adjacent to No. 215

Proposed Ground/First and Second Floor Plans

CLIENT. Hammersmith and Fulham	PROJECT. Hidden Homes
ADDRESS. New Build Adjacent to No.215 Hammersmith Grove London W6 0NW	TITLE. Proposed Floor Plans PURPOSE OF ISSUE. Planning

SCALE.	D	C	DATE.
1:100	KS		29/03/2012

JOB NO.	DRAWING No.	REVISION
24811	VH PL 11	A

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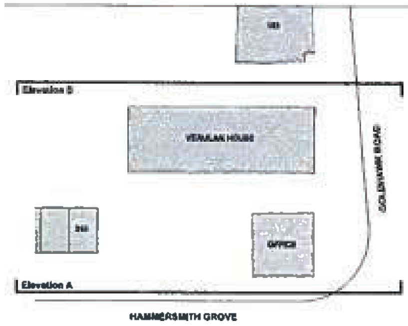

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1:200

New Build Adjacent to No. 215
Proposed Elevation A (Along Hammersmith Grove)

CLIENT
Hammersmith and Fulham

PROJECT
Hidden Homes

ADDRESS
New Build Adjacent to
No. 215 Hammersmith Grove
London W6 0NW

TITLE
Proposed Elevation A

PURPOSE OF ISSUE
Planning

SCALE	D	C	DATE
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JOB NO.	DRAWING No.	REVISION
24811	VH PL 12	A

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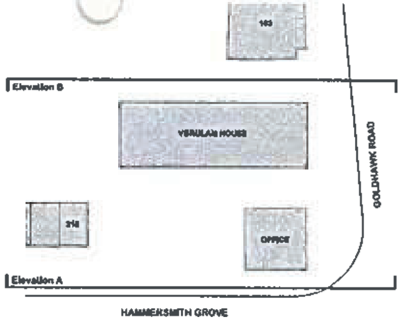

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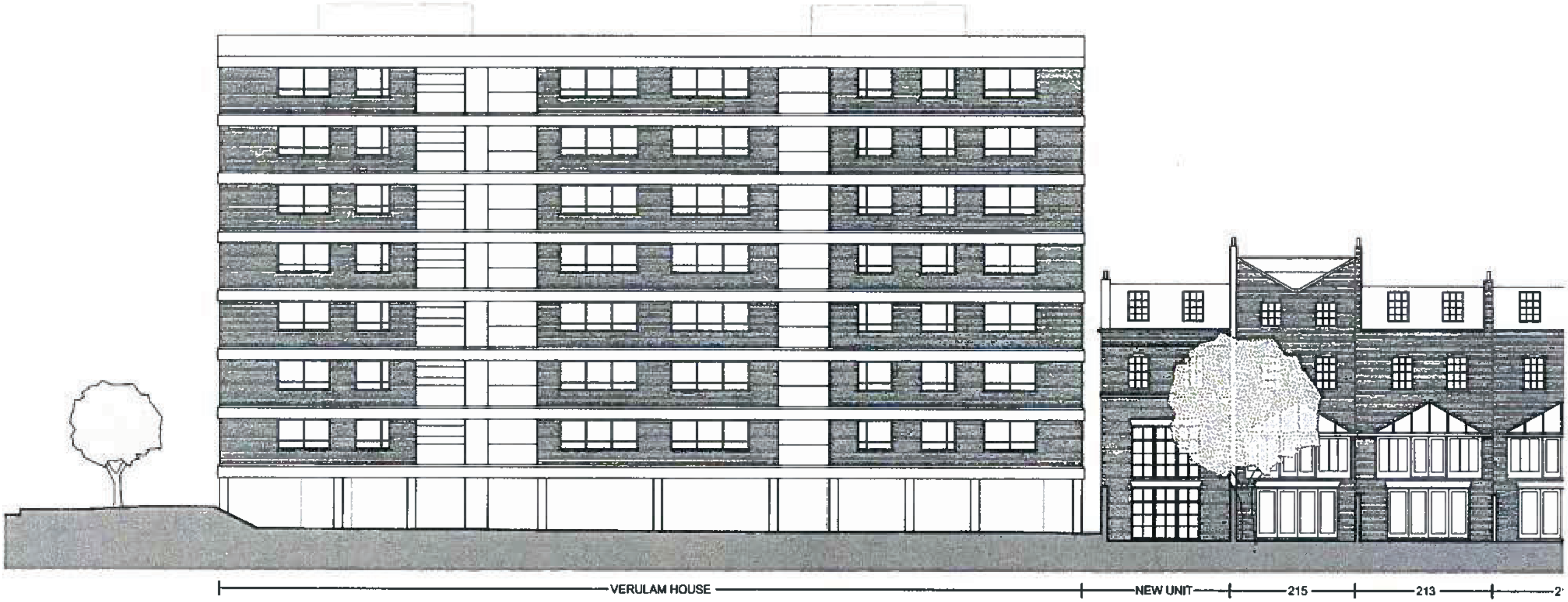

New Build Adjacent to No. 215

Proposed Elevation B (Along Hammersmith Grove)

CLIENT
Hammersmith and Fulham

PROJECT
Hidden Homes

ADDRESS
New Build Adjacent to
No.215 Hammersmith Grove
London W6 ONW

TITLE
Proposed Elevation B

PURPOSE OF ISSUE
Planning

SCALE
1:200

DATE
29/03/2012

JOB NO.
24811

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VH PL 13

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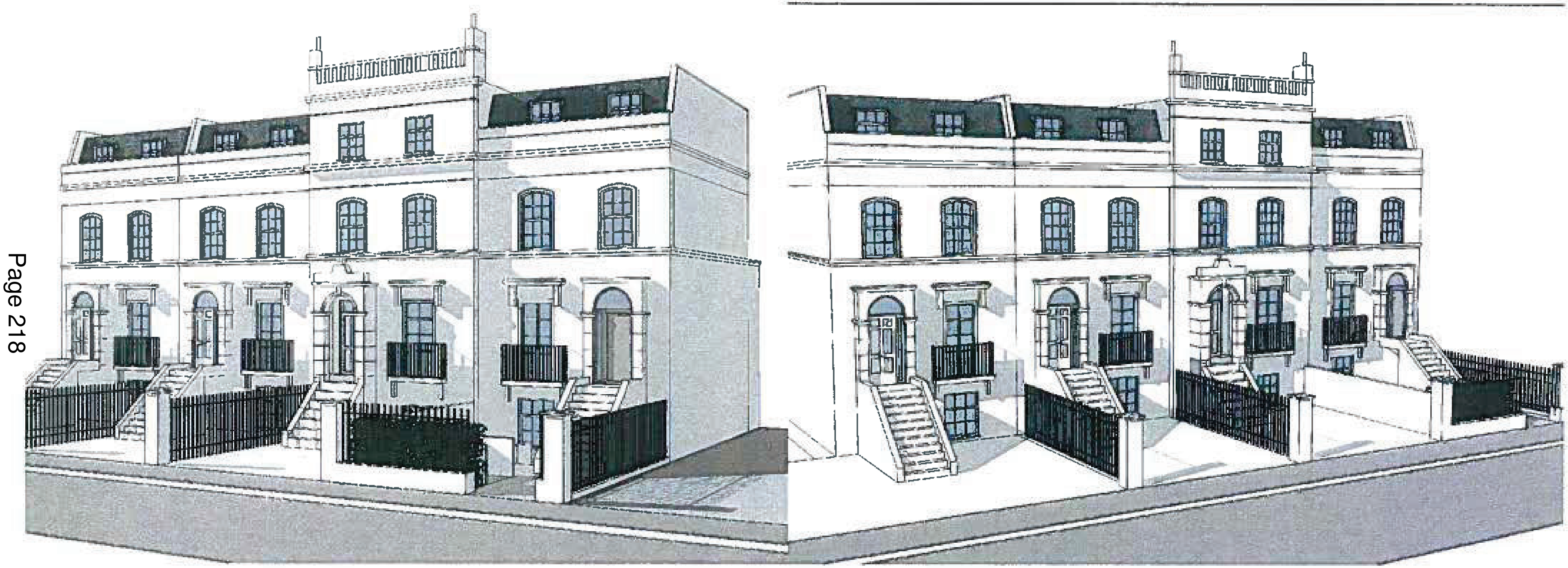

New Build Adjacent to No. 215

Proposed 3D views

CLIENT:
Hammersmith and Fulham

PROJECT:
Hidden Homes

ADDRESS:
New Build Adjacent to
No.215 Hammersmith Grove
London W6 0NW

TITLE:
Proposed 3D Views

PURPOSE OF ISSUE:
Planning

SCALE	D	C	DATE
	KS		29/03/2012

JOB NO.	DRAWING No.	REVISION
24811	VH PL 14	A

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A3

New Build Adjacent to No. 215

Hammersmith Grove Street Elevation

Note:
-Above drawings are diagramatic
and not based on survey information

CLIENT. Hammersmith and Fulham	PROJECT. Hidden Homes
ADDRESS. New Build Adjacent to No. 215 Hammersmith Grove London W6 0NW	TITLE. Hammersmith Grove Street Elevation PURPOSE OF ISSUE. Planning
SCALE. 1:300	D MV
C	DATE 29/11/2012
JOB NO. 24811	DRAWING No. VH PL 16
REVISION	

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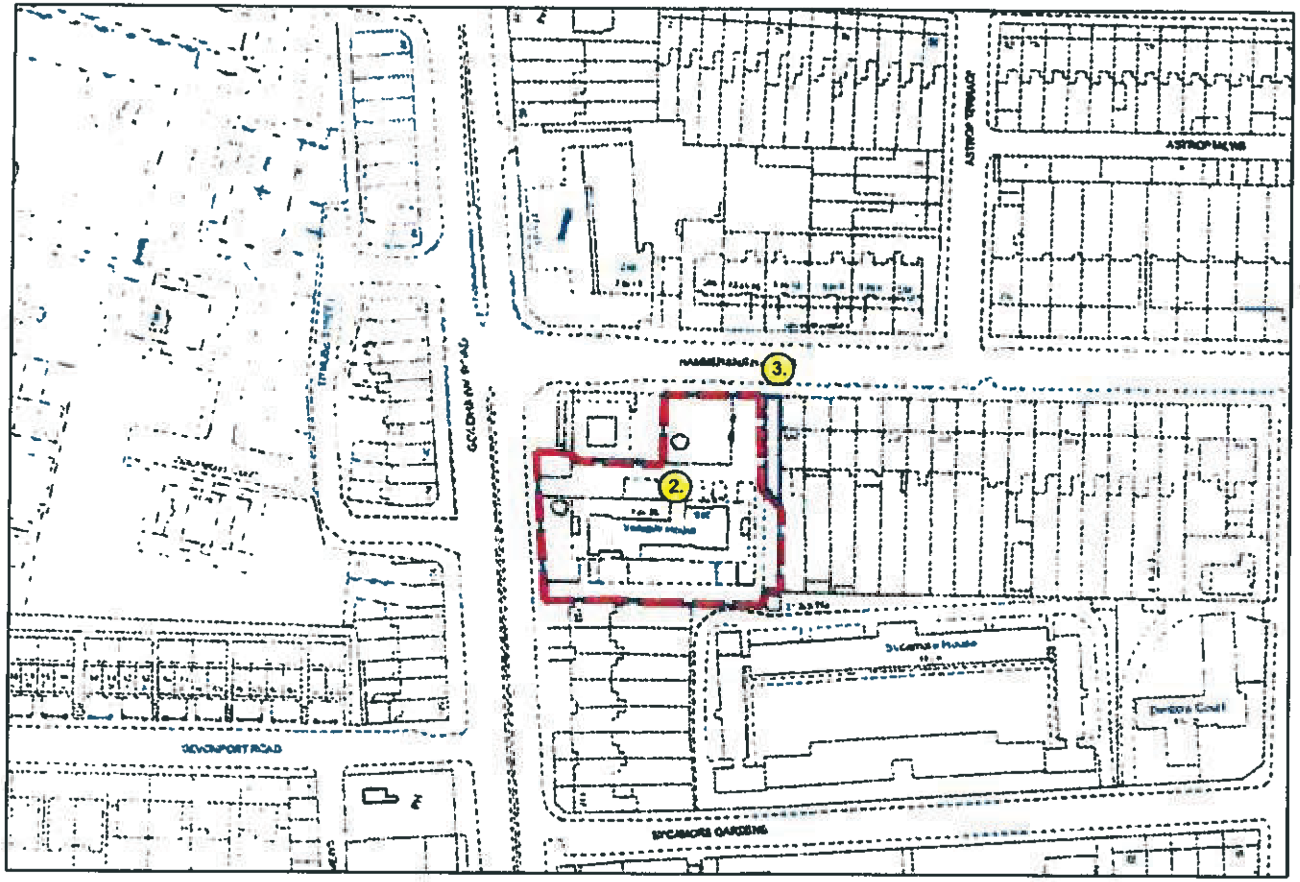

1.

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0 10m 50m 100m 125m

1:1250

Infill Units to Verulam House

Site Location Plan

CLIENT
Hammersmith and Fulham

PROJECT
Hidden Homes

ADDRESS
Infill Units to Verulam House
London W6 0NW

TITLE
Site Location Plan

PURPOSE OF ISSUE
Planning

SCALE
1:1250

JOB NO
24811

DRAWING No
VH PL 20

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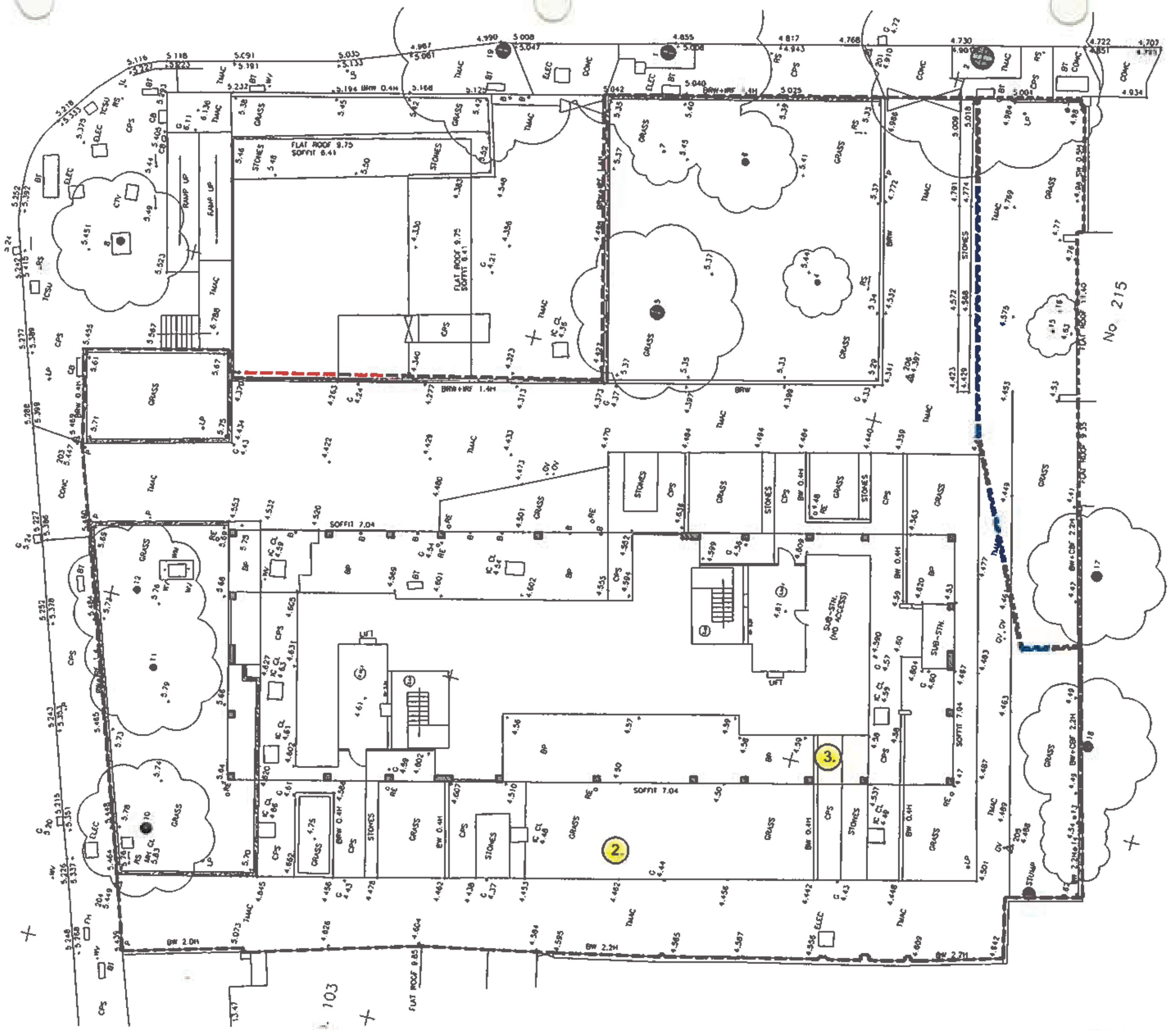

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1.


2.


3.

0 10m 25m
1:250

Infill Units to Verulam House
Topographical Survey showing Ground Floor Plan

CLIENT.
Hammersmith and Fulham

PROJECT.
Hidden Homes

ADDRESS.
Infill Units to Verulam House
London W6 0NW

TITLE.
Topographical Survey

PURPOSE OF ISSUE.
Planning

SCALE.	D	C	DATE
1:250	KS		29/03/2012

JOB NO.	DRAWING No.	REVISION
24811	VH PL 21	

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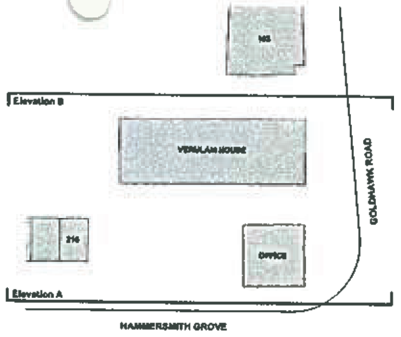

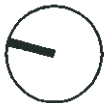

A3

0 10m 20m
1:200

Infill Units to Verulam House

Existing Elevation A (Along Hammersmith Grove)

CLIENT.
Hammersmith and Fulham

PROJECT.
Hidden Homes

ADDRESS.
Infill Units to Verulam House
London W6 0NW

TITLE.
Existing Elevation A

PURPOSE OF ISSUE.
Planning

SCALE.
1:200

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DATE
29/03/2012

JOB NO.
24811

DRAWING No.
VH PL 22

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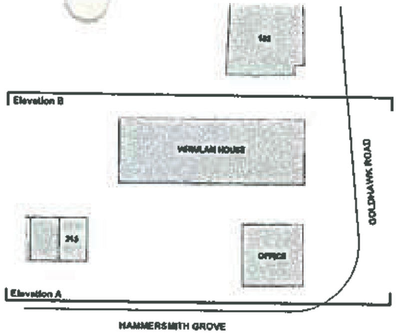

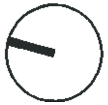

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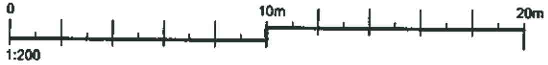

Infill Units to Verulam House

Existing Elevation B

CLIENT.
Hammersmith and Fulham

PROJECT.
Hidden Homes

ADDRESS.
Infill Units to Verulam House
London W6 0NW

TITLE.
Existing Elevation B

PURPOSE OF ISSUE.
Planning

SCALE.
1:200

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DATE.
28/03/2012

JOB NO.
24811

DRAWING No.
VH PL 23

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A3

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Figured dimensions to be used in all cases.

[illegible]

KEY:

- EXISTING TREE
- PROPOSED TREE
- PROPOSED LAWN
- SEMI-ENCLOSED AMENITY ZONE
- PROPOSED NEW PAVING
- FEATURE PAVING

0 10m 25m
1:250

Infill Units to Verulam House

Proposed Site Plan

CLIENT:
Hammersmith and Fulham

PROJECT:
Hidden Homes

ADDRESS:
Infill Units to Verulam House
London W6 0NW

TITLE:
Proposed site plan

PURPOSE OF ISSUE:
Planning

SCALE: 1:250
D: KS
C:
DATE: 29/03/2012

JOB NO.: 24811
DRAWING No.: VH PL 30
REVISION: B

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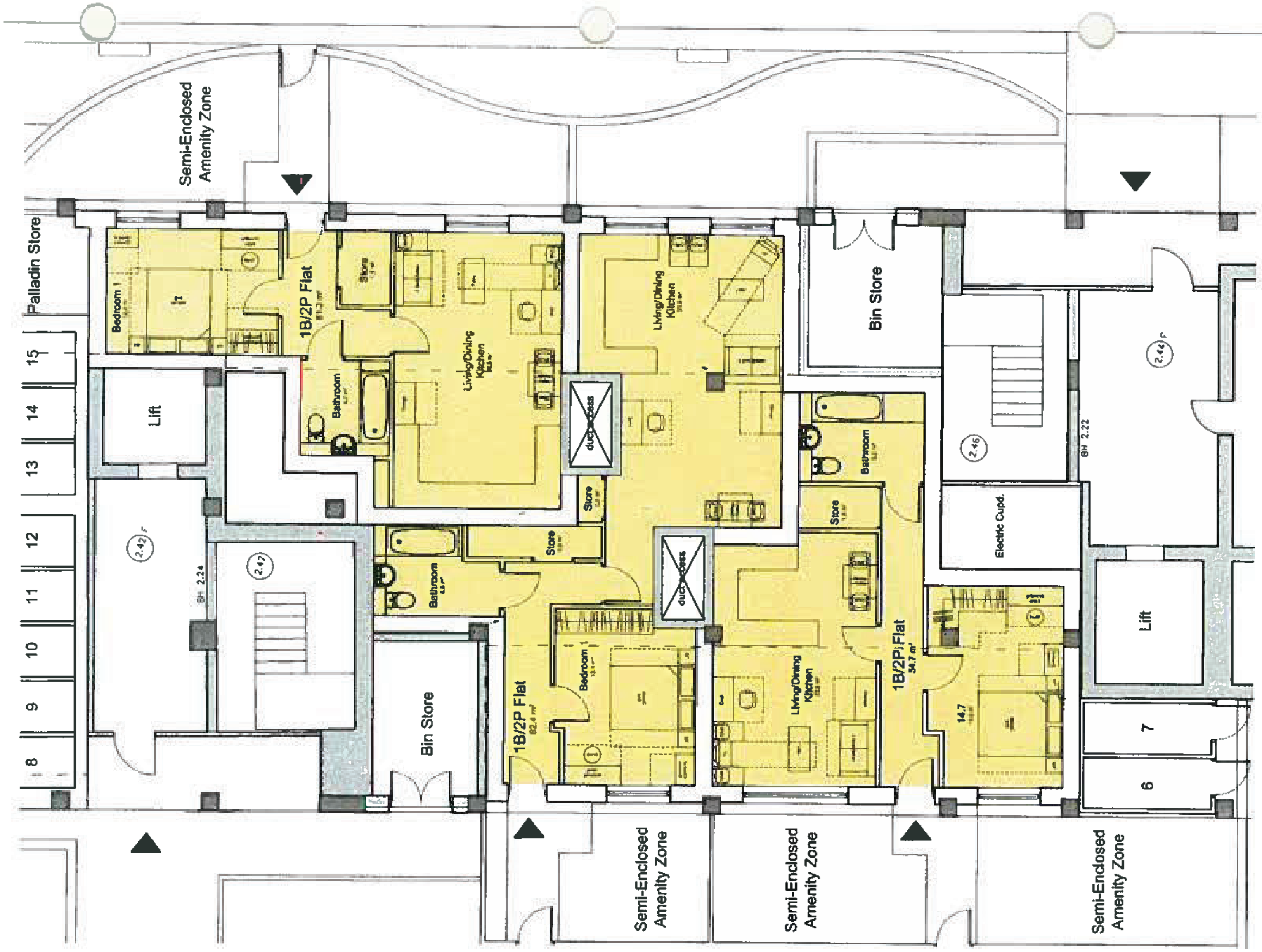


A3

Proposed Infill Units

	UNIT	NO.	AREA	HR
Ground Floor				
	1B/2P	1	51.3	2
	1B/2P	1	62.4	2
	1B/2P	1	54.7	2
TOTAL		3		6

0 5m 10m
1:100

Infill Units to Verulam House
Proposed Ground Floor Plan

CLIENT
Hammersmith and Fulham

ADDRESS
Infill Units to Verulam House
London W6 0NW

PROJECT
Hidden Homes

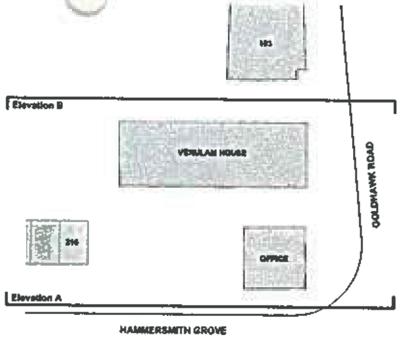
TITLE
Proposed Ground Floor Plan

PURPOSE OF ISSUE
Planning

SCALE 1:100 D KS C DATE 29/03/2012

JOB NO. 24811 DRAWING No. VH PL 31 REVISION A

BAILY GARNER



The contractor is responsible to ensure that no products are to be utilised that do not comply with relevant British and/or European Standards and/or Codes of Practice, Building Regulations, Construction regulations, or which are known or suspected at the time of product selection and/or construction to be deleterious to health and safety or to the durability of the work or not in accordance with good building practice.

The contractor is responsible for checking dimensions, tolerances, levels and references. This drawing is to be read in conjunction with all relevant consultants or specialists drawings. Any discrepancy to be notified to Baily Garner LLP and rectified before proceeding with the works on site or shop drawings.

Where an item is covered by drawings to different scales, the larger scale drawing is to be worked to.

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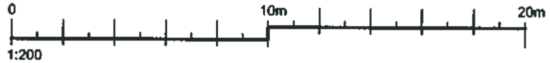

Infill Units to Verulam House

Proposed Elevation A (Along Hammersmith Grove)

CLIENT.
Hammersmith and Fulham

PROJECT.
Hidden Homes

ADDRESS.
Infill Units to Verulam House
London W6 0NW

TITLE.
Proposed Elevation A

PURPOSE OF ISSUE.
Planning

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DATE
29/03/2012

JOB NO.
24811

DRAWING No.
VH PL 32

REVISION

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LONDON SE9 5DY
t. 020 8294 1000
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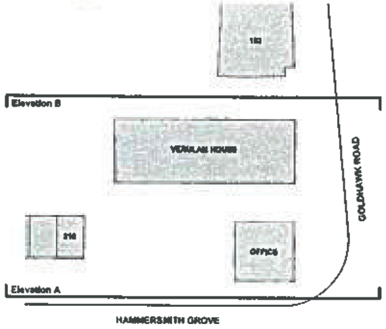
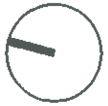
e. [illegible]





The contractor is responsible to ensure that no products are to be utilised that do not comply with relevant British and/or European Standards and/or Codes of Practice, Current Regulations, Construction regulations, or which are known or suspected at the time of product selection and/or construction to be detrimental to health and safety or to the durability of the work or not in accordance with good building practices.

The contractor is responsible for checking dimensions, tolerances, levels and references. This drawing is to be read in conjunction with all relevant consultants or specialists drawings. Any discrepancy to be notified to Baily Garner LLP and clarified before proceeding with the works on site or shop drawings.

Where an item is covered by drawings to different scales, the larger scale drawing is to be worked to.

[redacted] Figured dimensions to be worked to in all cases.

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Infill Units to Verulam House

Proposed Elevation B

CLIENT
Hammersmith and Fulham

PROJECT
Hidden Homes

ADDRESS
Infill Units to Verulam House
London W6 0NW

TITLE
Proposed Elevation B

PURPOSE OF ISSUE
Planning

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DATE
29/03/2012

JOB NO.
24811

DRAWING No.
VH PL 33

REVISION

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REAR ELEVATION VIEW 1

REAR ELEVATION VIEW 2

FRONT ELEVATION VIEW 1

FRONT ELEVATION VIEW 2

Infill Units to Verulam House

Proposed 3D Views

CLIENT
Hammersmith and Fulham

PROJECT
Hidden Homes

ADDRESS
Infill Units to Verulam House
London W6 0NW

TITLE
Proposed 3D Views

PURPOSE OF ISSUE
Planning

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DATE
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JOB NO.
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DRAWING No.
VH PL 34

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Agenda Item 18

the low tax borough	**London Borough of Hammersmith & Fulham** **CABINET** **22 JULY 2013**
PROVISION OF A BLUE BADGE INVESTIGATION AND ENFORCEMENT SERVICE	
Report of the Cabinet Member for Transport and Technical Services, Councillor Victoria Brocklebank-Fowler	
Open Report	
Classification - For Decision **Key Decision:** Yes	
Wards Affected: All	
Accountable Executive Director: Nigel Pallace, Executive Director Transport and Technical Services	
Report Author: Osa Ezekiel, Assistant Head of Parking Services	**Contact Details:** Tel: 020 9753 3264 E-mail: osa.ezekiel@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. This report seeks approval to award a contract for the provision of blue badge investigation and enforcement services to BBFI Ltd for three years from July 2013.

2. RECOMMENDATIONS

2.1. That a contract be awarded for the provision of blue badge investigation and enforcement services to BBFI Ltd for a term of up to three years with the option to terminate on giving 6 months notice at an annual notional value of the contract is £60,000 excluding VAT.

2.2. That Contract Standing Orders requiring officers to seek a minimum of 5 tenders be waived in this case.

2.3. That authority be delegated to the Director for Highways and Transportation, in consultation with the Director of Law, to agree the final form of contract to be entered into with BBFI Ltd.

3. REASONS FOR DECISION

3.1. After a failed tender exercise, officers were given permission by the Cabinet Member to enter into negotiations with BBFI Ltd for the provision of the services.

4. INTRODUCTION AND BACKGROUND

4.1. The Council piloted a scheme to tackle the abuse of disabled badges (blue badges). The pilot started in May 2009 and has proved to be successful in dealing with abuse of the badges. During this period approximately 395 cases have been prepared for prosecution and there have been approximately 108 joint police operations.

4.2 The Council then decided to tender for the provision of the services for a minimum of 3 years and a maximum of 7. Only one tender was received from G4S and after evaluation it was found to be unsuitable.

4.3 Unfortunately the incumbent provider BBFI Ltd could not submit a tender. As a small and medium enterprise, they did not meet the Council's published turnover thresholds and therefore would not have passed the financial assessment stage.

4.4 Although BBFI Ltd was unable to tender for the contract, officers have been very satisfied with the service they have provided to date. BBFI Ltd have built excellent working relationships with the Police and demonstrated the necessary flexibility in carrying out joint operations with the Police at weekends. Permission was given by the Cabinet Member to enter into negotiations with BBFI Ltd for the provision of blue badge investigation and enforcement services.

4.5 The Council does not currently have the specialist resources to provide the services.

4.6 As part of on-going Bi-borough work in Parking Services, one option that may emanate from the current service reviews is that the existing permit fraud team in the Royal Borough of Kensington & Chelsea (RBKC) take on this work for LBHF. This would, however, be subject to suitable training being provided and the ability of the RBKC to provide the service on any day of the week as a lot of the joint patrols with the Police take place on Saturdays and Sundays.

4.7 It is likely to be at least a year before the RBKC permit fraud team will be able to provide this service for LBHF.

5. PROPOSAL AND ISSUES

5.1. H&F need to ensure that we retain the ability to effectively tackle the abuse of the blue badge scheme.

6. OPTIONS AND ANALYSIS OF OPTIONS

6.1. The only alternative to awarding the contract would be to let it lapse and lose the ability to deal with cases of blue badge abuse. This would be disadvantageous to the Council as it would lead to more complaints from residents about abuse of the blue badge scheme.

7. CONSULTATION

7.1. Not applicable.

8. EQUALITY IMPLICATIONS

8.1 This report recommends entering into a contract to investigate blue badge investigation and enforcement services. This will impact on residents in general, who will benefit from having more parking spaces available if there is a reduction in people abusing disabled badges. The service provider can also take action against people discovered to be using disabled badges to park without the disabled badge holder being present. Such action could include prosecution in court

8.2 However, this will mainly impact and be of relevance to disabled people who have a genuine need for their blue badges as there should be more suitable parking spaces available for them. S149 of the Equality Act 2010 requires the Council to give due regard to the need to advance equality of opportunity between disabled people and non-disabled people, and by investigating fraud in a service that is for disabled people will help to do this as it will help to ensure that non-disabled people are not using a service that they should not use. If evidence of this is found and investigations take place, appropriate action then taken will also help to ensure that equality of opportunity for disabled people is being advanced.

9. LEGAL IMPLICATIONS

9.1. Legal services have been providing advice to the client department during the unsuccessful tender process and negotiations with BBFI Ltd. Legal will work with the client to finalise the contract with BBFI Ltd.

9.2. Implications completed by Catherine Irvine, Senior Contract Lawyer Telephone: 020 8753 2774.

10. FINANCIAL AND RESOURCES IMPLICATIONS

10.1. This report seeks approval for the contract for blue badge fraud investigation to be awarded to the current provider, under the same financial terms as the current provision.

10.2. Therefore, the contract cost will be funded from existing revenue budgets for the service.

10.3. Implications completed by Amit Mehta, Principal Accountant - TTS Telephone: 0208 753 3394

11. PROCUREMENT AND IT STRATEGY IMPLICATIONS

11.1. The Corporate Procurement Team have provided advice to the client department during the unsuccessful tender process and negotiations with BBFI Ltd.

11.2. The Bi-Borough Head of Internal Audit & Risk Management has requested that the client department liaise with her team to assess the relative values and costs of the contract and potential for undertaking this service by the RBKC Fraud Team prior to agreeing a contract for 3 years

11.3. The client department has obtained approval to negotiate via a Cabinet report which set out the risks and options to have this service provided on a contractual basis

11.4. The Director of Procurement & IT Strategy agrees with the recommendations of this report subject to the comments set out in 11.2 above

11.5. Implications completed by Robert Hillman, Procurement Consultant Telephone: 020 8753 7177

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.	Tender documents (exempt)	Osa Ezekiel	TTS, Bagleys Lane depot

h&f putting residents first	London Borough of Hammersmith & Fulham CABINET 22 JULY 2013
JANET ADEGOKE CENTRE - SECTION 106 WORKS	
Report of the Cabinet Member for Transport and Technical Services, Councillor Victoria Brocklebank-Fowler	
Open Report	
Classification - For Decision **Key Decision:** Yes	
Wards Affected: Wormholt and White City;	
Accountable Executive Director: Nigel Pallace, Executive Director Transport and Technical Services	
Report Author: Nerissa Harrison	**Contact Details:** Tel: 020 8753 6722 E-mail: nerissa.harrison@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. The Janet Adegoke Centre is a mixed use development (residential / health centre / retail) next to Wormholt Park enclosed by Bryony Road, Bloemfontein Road and Sawley Road. The development has a section 106 agreement requiring highway works for the access requirements and needs of the new development and to improve the streetscape environment and road safety in the area. These works are being funded by the developer.

1.2. Initial works in the vicinity of the site's marketing suite will be carried out on 3 June for 3 weeks to improve the appearance of the site entrance prior to potential buyers visiting the site.

1.3. This report seeks approval to proceed with the main elements of the works. These works will be undertaken once the developer has completed their site works in approximately October 2013. The proposed works include:

- Improved raised entry treatment at Sawley Road.
- Resurfacing of the footways surrounding the development with artificial stone paving.

- Installation of a loading bay and disabled parking bay on Sawley Road
- Widening of the informal pedestrian crossing point on Bloemfontein Road near Australia Road.
- Installation of new cycle racks and trees where permissible on the highway due to underground utility apparatus.

1.4 The total cost of Section 106 works is estimated at £547,500.

2. RECOMMENDATIONS

2.1. That implementation of the works as detailed in this report be approved.

2.2. That expenditure of s106 funding be approved as follows: £410,600 for works to be implemented in October 2013 and £136,900 to be spent on works in June 2013.

3. REASONS FOR DECISION

3.1. The Council is legally required to undertake highway works as per the requirements of the section 106 agreement for this site.

4. INTRODUCTION AND BACKGROUND

4.1. A section 106 agreement regarding the Janet Adegoke site was made on 18 November 2011. The full section 106 agreement is attached as an appendix. The agreement requires the council to undertake the following highway works:

- Upgrading the footway around the site
- Provide a loading bay on Sawley Road and one on Bryony Road
- Provide a new or upgraded crossing on Bloemfontein Road
- Provide alteration or relocation of traffic calming measures
- Provide disabled parking bays
- Provide a vehicle crossover on Sawley Road and a vehicle crossover on Bloemfontein Road
- Reinstate the redundant crossover on Bryony Road to footway
- Replace any street trees and street furniture removed as part of works
- Alter parking bays as required to undertake the works

4.2. The highway works design has been developed with the aim of meeting the requirements listed above.

5. PROPOSAL AND ISSUES

5.1. The proposed works were split into two phases. The first phase will be completed in June 2013. The second phase of works is expected to be undertaken in October 2013. The estimated costs of the second phase of works is £410,600 and requires approval from Cabinet before implementation. The full cost of the works is being funded by the developer and will be paid in full before the first phase begins.

First Phase of Works (June)

5.2. The first phase of works to be completed in June 2013 will include installation of a new raised entry treatment on Bryony Road, a loading bay on Bryony Road, and artificial stone paving on the footway along Bryony Road. These works are required as part of the section 106 agreement and cost approximately £136,900. This phase will be completed early in order to improve the aesthetics of the site entrance prior to potential buyers visiting the site. The phase 1 works were approved for implementation by the Cabinet Member for Transport and Technical Services in March 2013.

Second Phase of Works (to be approved by cabinet)

5.3. The second phase of works will begin after the hoarding is removed around the site. This is anticipated to be in October 2013. The works will take approximately 10 weeks to complete and will require a point closure of Sawley Road at the junction with Bloemfontein Road for 2 weeks, to construct the raised entry treatment.

6. OPTIONS AND ANALYSIS OF OPTIONS

6.1. Options were confined by the section 106 agreement. The design was developed in accordance with the council's StreetSmart guide and in consultation with the developer.

7. CONSULTATION

7.1. Consultation has been undertaken with Team White City and the developer. Team White City expressed no objections to the design.

7.2. Consultation with the H&F Disability forum and London Buses will be undertaken.

8. EQUALITY IMPLICATIONS

8.1. The proposed works have a positive effect on equality.

8.2. The proposed works include de-cluttering which will reduce the number of obstructions that could impede movement of visually impaired pedestrians and people using wheelchairs. It will also improve the footway space for people using prams and strollers.

8.3. The footway will be widened on the southern side of Bryony Road and the northern side of Sawley Road between Bloemfontein Road and Wormholt Park providing more space for pedestrians.

9. LEGAL IMPLICATIONS

9.1. There are no legal implications arising out of the physical highways works set out in the report. Any proposed changes to existing traffic management orders as set out in paragraph 1.3 of the report will require the council to follow the statutory process set out in the Road Traffic Regulation Act 1984 and secondary legislation. If any objections are made this may lead to a public inquiry. A public inquiry may lead to a delay in implementation of the proposed highway works and increase in the budgeted costs of the proposed works.

9.2. As road traffic authority, the council must exercise its functions as far as practicable to secure the expeditious, convenient and safe movement of vehicular and other traffic (including pedestrians) and the provision of suitable and adequate parking facilities.

9.3. Legal implications completed by Adesuwa Omoregie, Planning Solicitor

10. FINANCIAL AND RESOURCES IMPLICATIONS

10.1. The Council is entitled under the terms of the S106 agreement to charge the developer for the cost of Highways work in relation to their development although these funds are not yet in the Council’s possession.

An invoice to the developer for £547,461 has been raised. Officers should not proceed with phase 1 or 2 until the full balance of the money due has been received.

10.2. Implications verified/completed by: Giles Batchelor, Finance Manager, ex. 2407

11. RISK MANAGEMENT

11.1. Not applicable.

12. PLANNING IMPLICATION/ S106 COMPLIANCE

12.1. The use of Former Janet Adegoke Leisure Centre S106 fund towards the planned highway works in the site vicinity complies with the S106 agreement dated 18 November 2011. Schedule 3 of the agreement states that the Council shall carry out improvements and alterations to the public highways and public footways at the site. Which shall include all the works specified in clauses 2,6,7 and 8 of the Schedule 3. Given the fact that the proposed works is in accordance with the S106 agreement, the Director of Planning raises no objection to the use of the S106 contribution towards the highway works in the site vicinity.

12.2. Implications verified/completed by: Peter Kemp, Planning Change Manager, on behalf of the Director of Planning. 0208 753 6970

13. PROCUREMENT AND IT STRATEGY IMPLICATIONS

13.1. Not applicable in this case.

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 - S106 agreement

Appendix 2 - Plan of proposed works

APPENDIX 1

THIS AGREEMENT is made by deed on 18th November 2011

BETWEEN:

THE COUNCIL	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM of Town Hall King Street Hammersmith London W6 9JU
and	
THE OWNER	BUILDING BETTER HEALTH (WHITE CITY) LIMITED (Company Registration Number: 05759401) of North Suite 1st Floor, Park Lorne, 111 Park Road, London NW8 7JL

and relates to land at **FORMER JANET ADEGOKE LEISURE CENTRE, 56 BLOEMFONTEIN ROAD AND 1 SAWLEY ROAD, LONDON W12 7DH**

1. BACKGROUND

1.1 The Council is the local planning and highway authority for the area within which the Site is situated

1.2 The Council is registered at the Land Registry as proprietor of the Site with freehold title under title numbers 255343 and BGL76072

1.3 The Owner is registered at the Land Registry as proprietor of part of the Site with leasehold title under title number BGL62136

1.4 The Owner has submitted the Planning Application to the Council who consider that the Planning Permission subject to conditions could be granted and wishes to restrict and regulate the Development in accordance with the terms of this Agreement

1.5 The Council is the local planning authority by whom the planning obligations contained in this Agreement are enforceable

OPERATIVE PROVISIONS

IT IS AGREED AS FOLLOWS:

2. DEFINITIONS

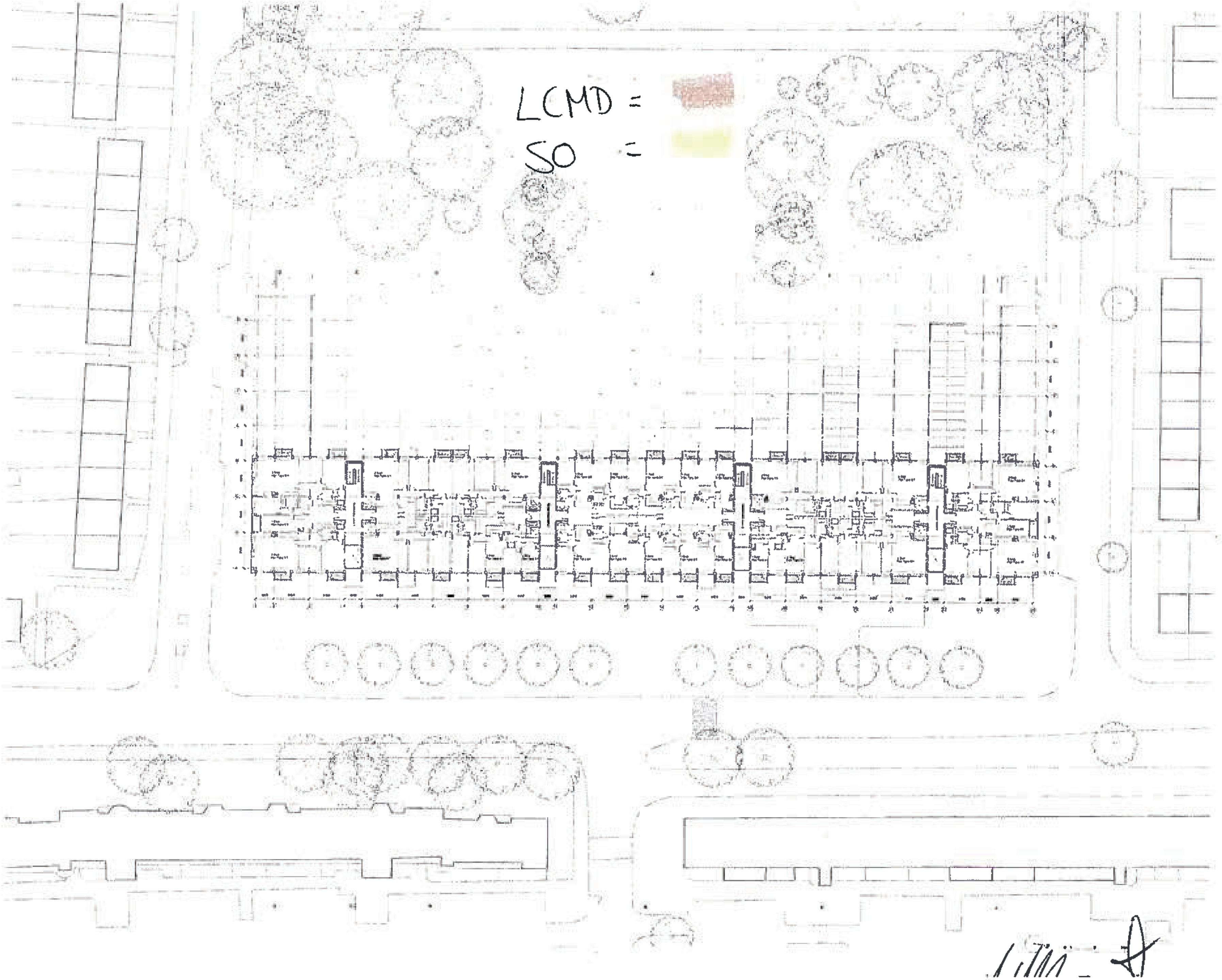
In this Agreement the following expressions shall have the meanings indicated:

"Act"	The Town and Country Planning Act 1990 as amended

APPENDIX 1

“Affordable Housing Layout Plan"	means the Plan attached to this Deed and showing for the purposes of identification only the location of the Shared Ownership Units and the Discount Market Sale Units
“Approved Registered Provider”	means Notting Hill Housing Trust Notting Hill Home Ownership Limited or a Registered Provider approved by the Council as being on the Council’s list of preferred joint commissioning partners
"Assistant Director"	The Council's Assistant Director of Highways and Engineering or such other officer whose designation has been notified to the Owner in writing
“Average Earnings Index Linked”	means increased on each anniversary of this Deed by the amount of the percentage increase in the most recently published average earnings figure (calculated by reference to the Average Earnings Index produced by the Government’s office for national statistics) in the period of 12 months after the date of this Deed and each subsequent period of 12 months after each anniversary of that date up to a maximum 5% increase in any one year
“Borough”	The London Borough of Hammersmith and Fulham

APPENDIX 1



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Penoyre & Prasad

Building Better Health

JAC White City
Mixed Use Development

Sixth Floor Plan

Preliminary

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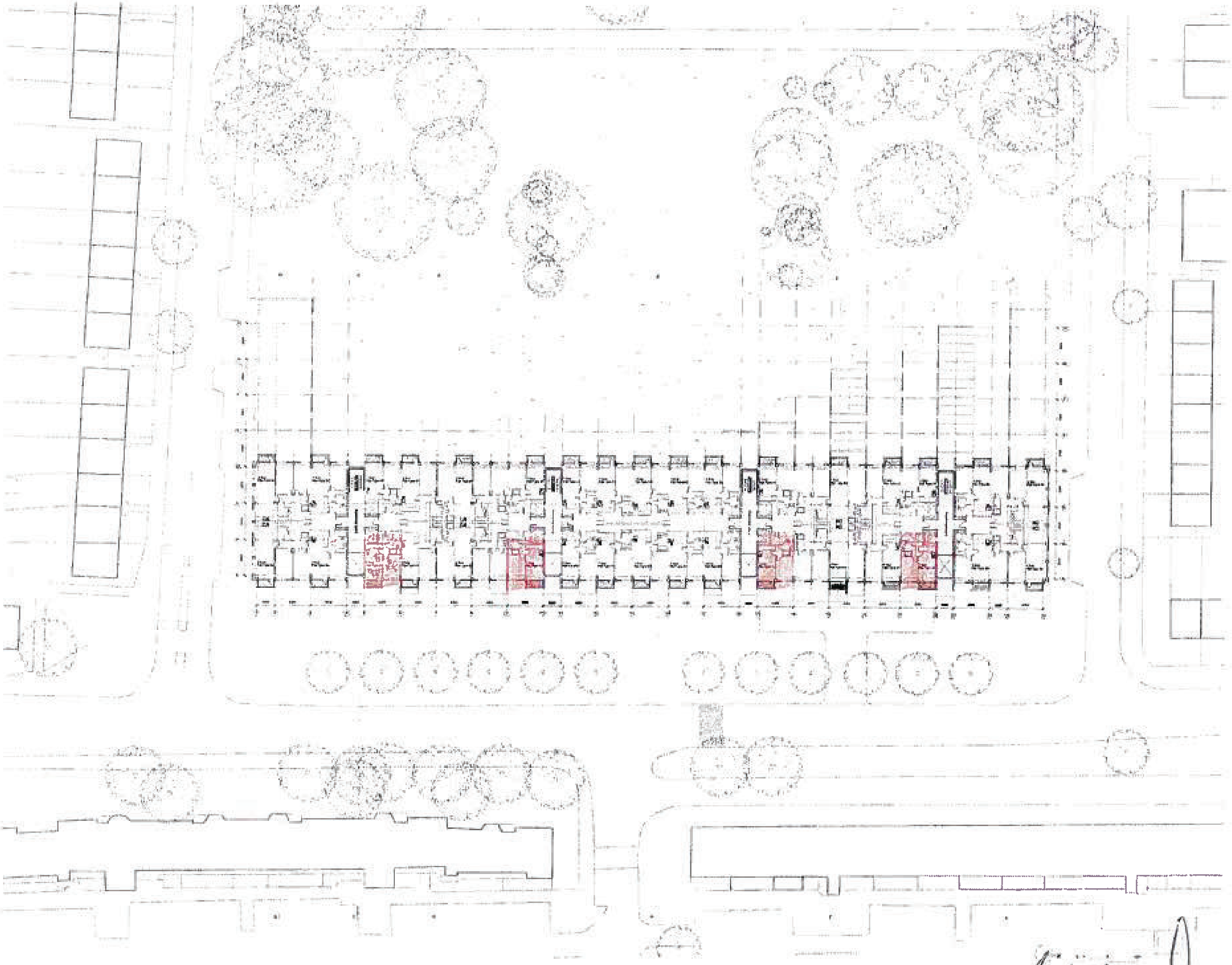
APPENDIX 1



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Building Better Health

JAG White City
Mixed Use Development

Fifth Floor Plan

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APPENDIX 1

Penoyre & Prasad

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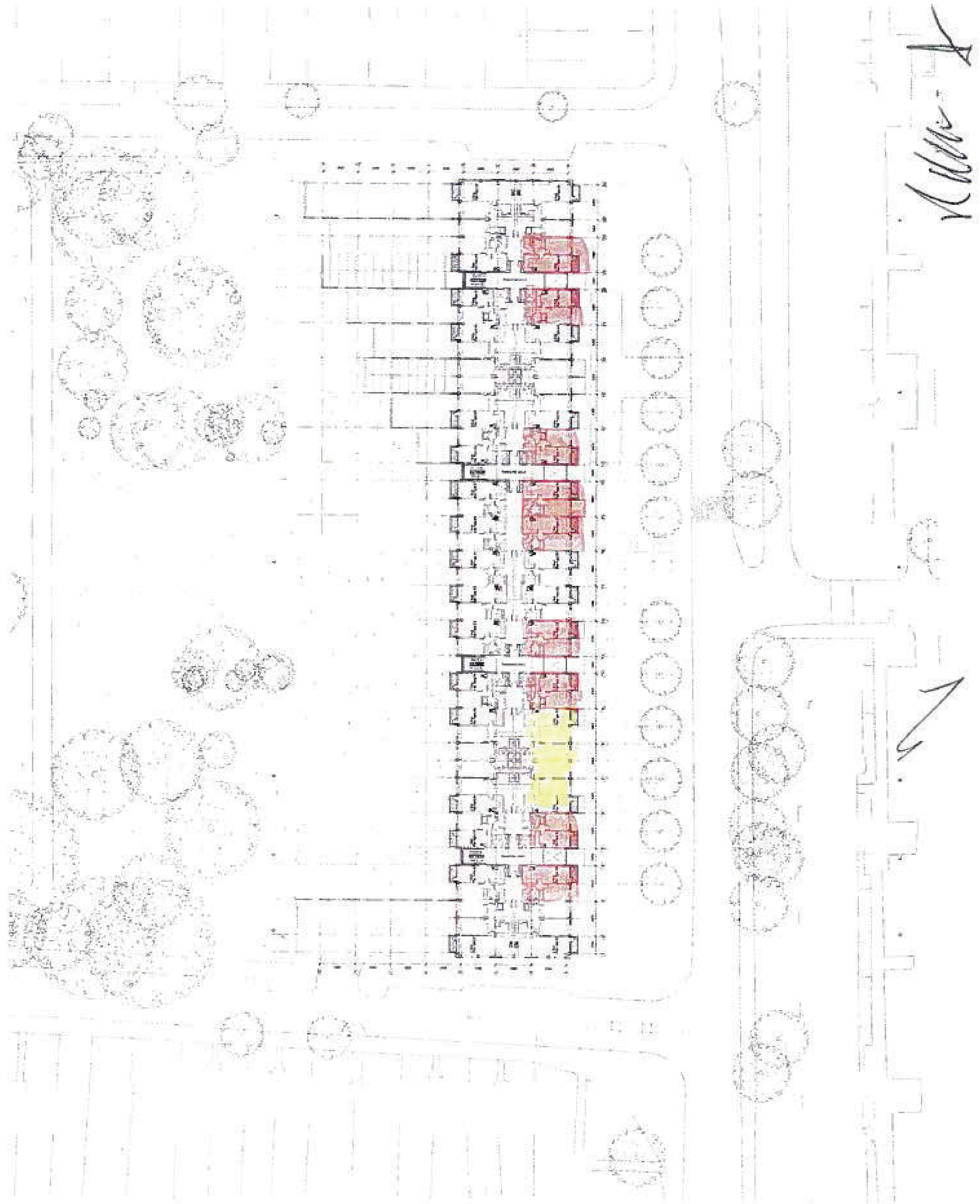
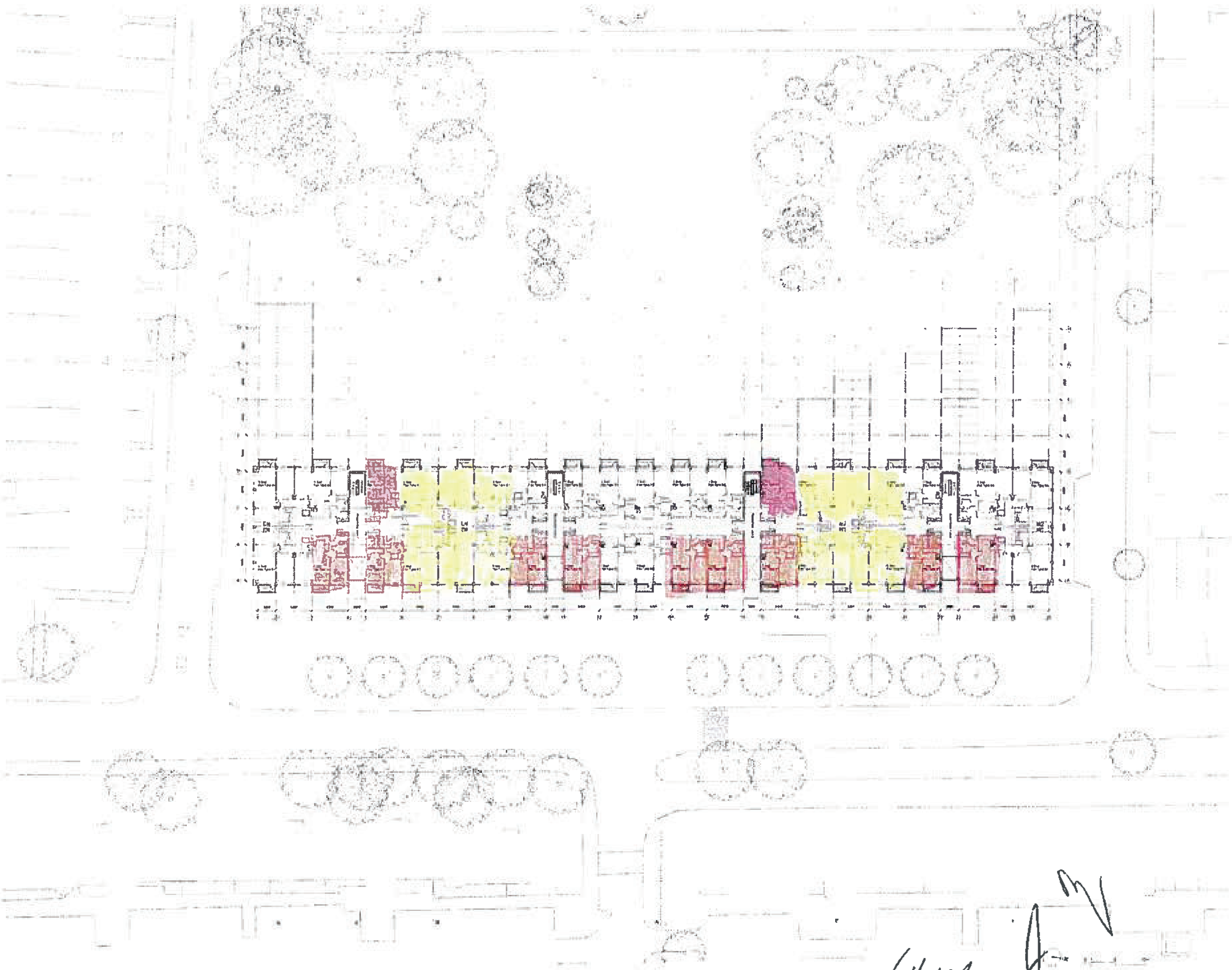


APPENDIX 1



Penoyre prasad

Building Better Health

JMC White City
Mixed Use Development

Third Floor Plan

Preliminary

22.07.11

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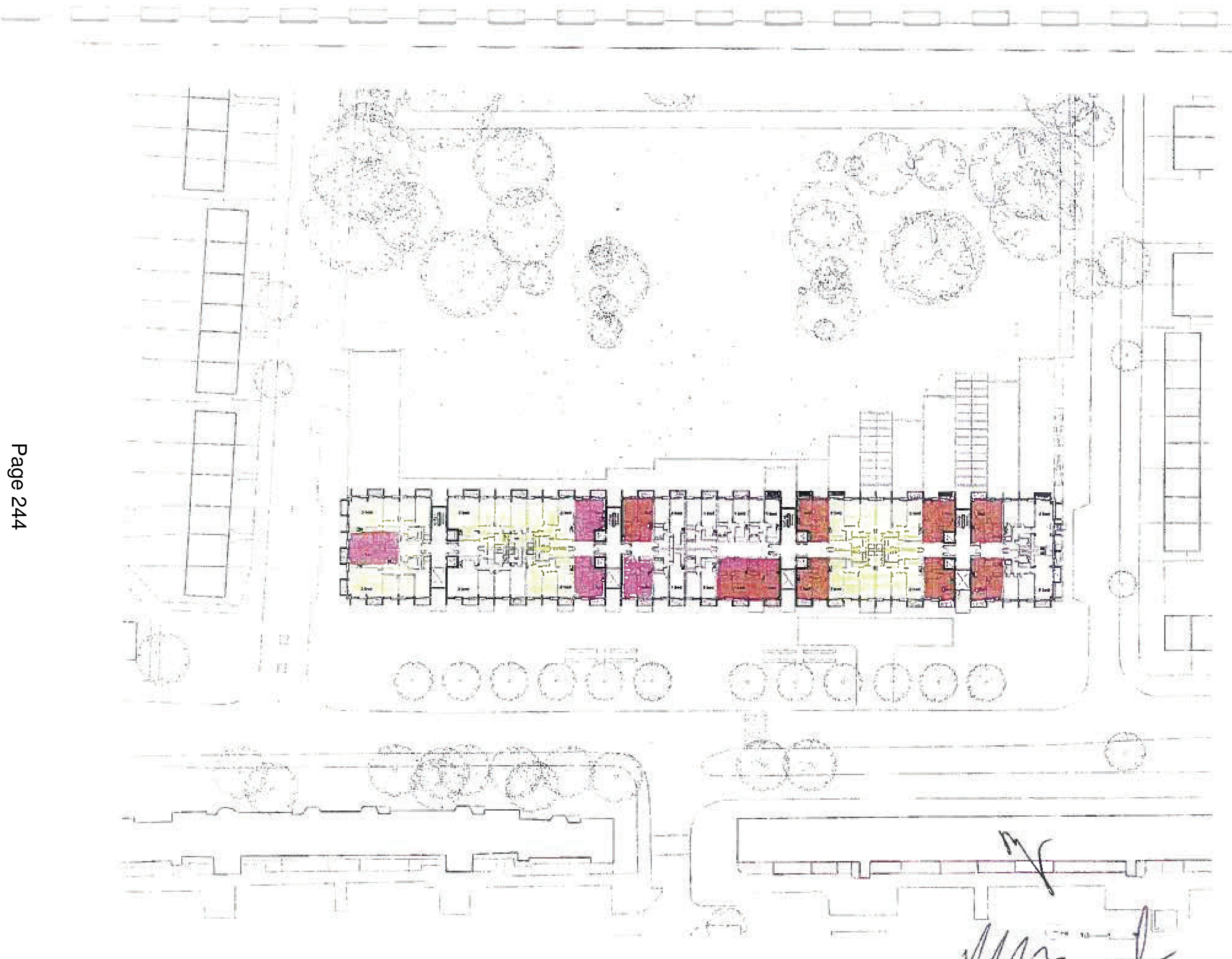
APPENDIX 1



Penoyre & Prasad

Building Better Health

JAC White City
Mixed Use Development

Second Floor Plan

Planning

20.04.11

471-PL-004

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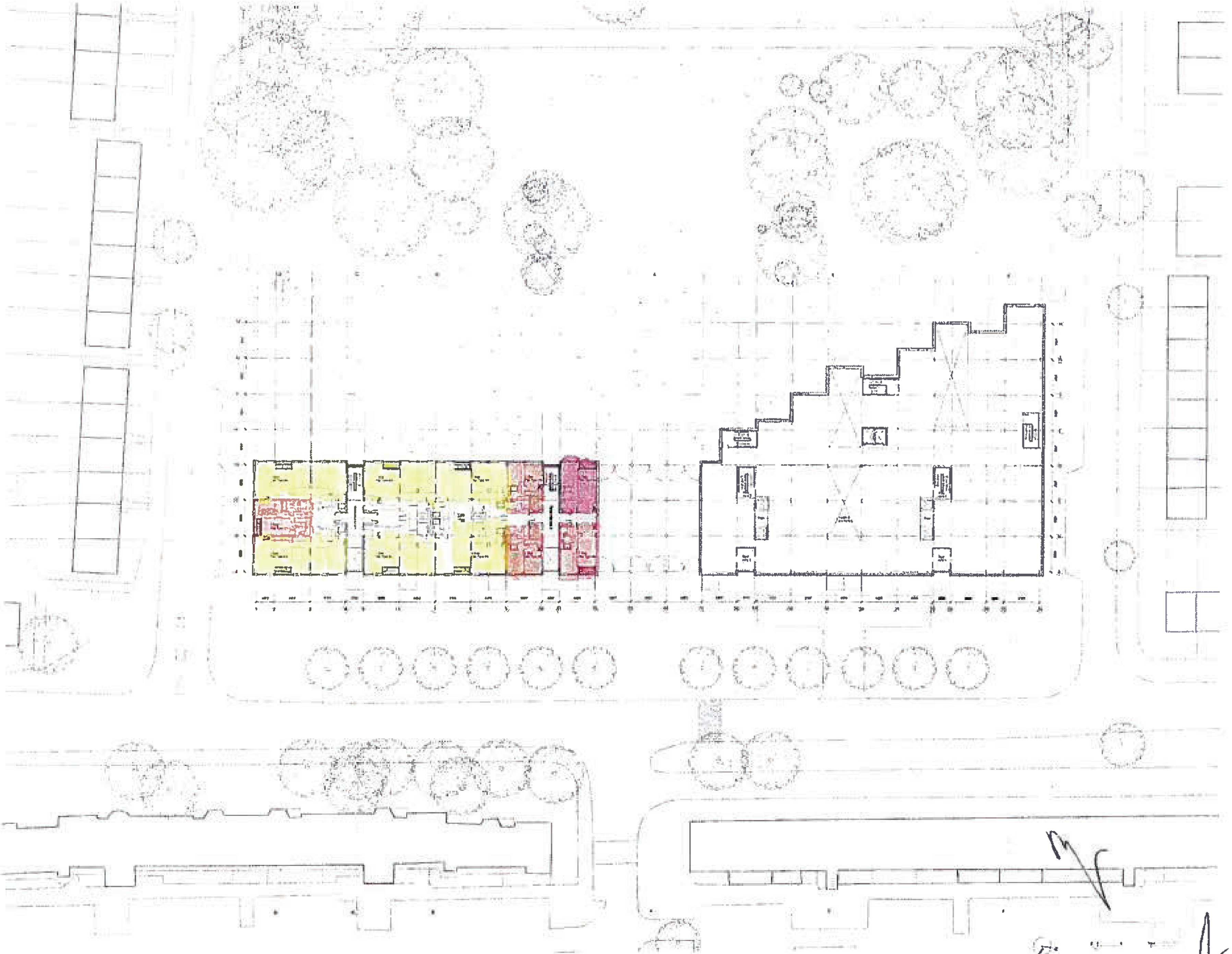
APPENDIX 1



Building Better Health

JHC White City
Mixed Use Development

First Floor Plan

Preliminary

22.07.11

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"Certificate of Substantial Completion"	The certificate to be issued on satisfactory completion of the Highway Works in accordance with Clause 5.31 and the phrase "Substantial Completion" and all other cognate phrases shall be construed accordingly
"Commencement of Development"	The date upon which any material operation in connection with the Development has begun to be carried out as that expression is defined in Section 56 of the Act but excluding works of site preparation and excavation
"Completion"	The issue to the Owner of a certificate of Practical Completion of the Development by the Development's architect engineer, project manager or contract administrator as the case may be
"Contribution"	The cost of the Highway Works the Council's Wormholt Park Works and the Owner's Wormholt Park Works not exceeding in aggregate the sum of £1,500,000 (One million five hundred thousand pounds) Indexed
"Council's Wormholt Park Works"	The part of the Wormholt Park Works to be carried out by the Council as set out in Part A of the Fourth Schedule hereto
"Deed of Covenant"	means a deed of covenant in relation to the Discount Market Sale Units in the form attached in the Schedule 6 to this Agreement
"Determining Surveyor"	means an independent person suitably

	qualified and jointly appointed by the Owner and the Council (which appointment may be terminated by either Party on reasonable notice whereupon a suitable replacement will be agreed between the Parties) acting (as expert not arbitrator) equally for each Party but at the Owner's expense to value a Discount Market Sale Unit on an Open Market Value basis pursuant to the provisions of Clause 5.15 of this Deed
"Development"	The development of the Site permitted by the Planning Permission
"Director"	The Council's Director of Community Services or such other officer whose designation has been notified to the Owner in writing
"DMS Units"	means the 42 1 bedroomed residential Discount Market Sale Units to be provided in the Development as shown on the Affordable Housing Layout Plan
"Discount Market Sale Purchaser"	means a person who either:- (a) has been a resident of the London Borough of Hammersmith & Fulham for the whole of the preceding 12 month period; or (b) is employed within the London Borough of Hammersmith & Fulham; or

(c) has been formally offered and has formally accepted employment within the London Borough of Hammersmith & Fulham;

and, in each of the above cases:

(i) has no ownership or part ownership in another residential property which he is able to occupy further in the United Kingdom or abroad (unless otherwise agreed by the Council); and

(ii) satisfies the Discount Purchaser Financial Criterion for the relevant type of Discount Market Sale Unit

"Discount Market Sale Units" means the DMS Units being a minimum size of approximately 38.6 square metres in size

"Discount Purchaser Financial Criterion" means the criterion that total gross annual household income of the household of the applicant to purchase a Discount Market Sale Unit at the date of application for the relevant type of Discount Market Sale Unit does not exceed:-

(a) in the case of 8 of the DMS Units of a minimum size of approximately 44.5 square metres £40,000 Average Earnings Index Linked

(b) in the case of 13 of the DMS Units

	of a minimum size of approximately 38.6 square metres £40,000 Average Earnings Index Linked (c) in the case of 21 of the DMS Units of a minimum size of approximately 38.6 square metres £30,000 Average Earnings Index Linked; or (in each case) such other sum as shall from time to time be agreed in writing between the Council and the Owner
"Discount Purchaser Nomination List"	means a written list to be provided by the Council to the Owner from time to time in accordance with the provisions of Clause 5.16 of this Deed
"Dwelling"	Any dwelling including a flat which has been created on the Site pursuant to the Planning Permission
"Equity Payment"	Payment of the sum equivalent to a percentage of the Open Market Value of the Discount Market Sale Unit which percentage is the difference between the Relevant Discounted Sale Price for any Discount Market Sale Unit and the Open Market Value of that unit where the Open Market Value is equivalent to 100%

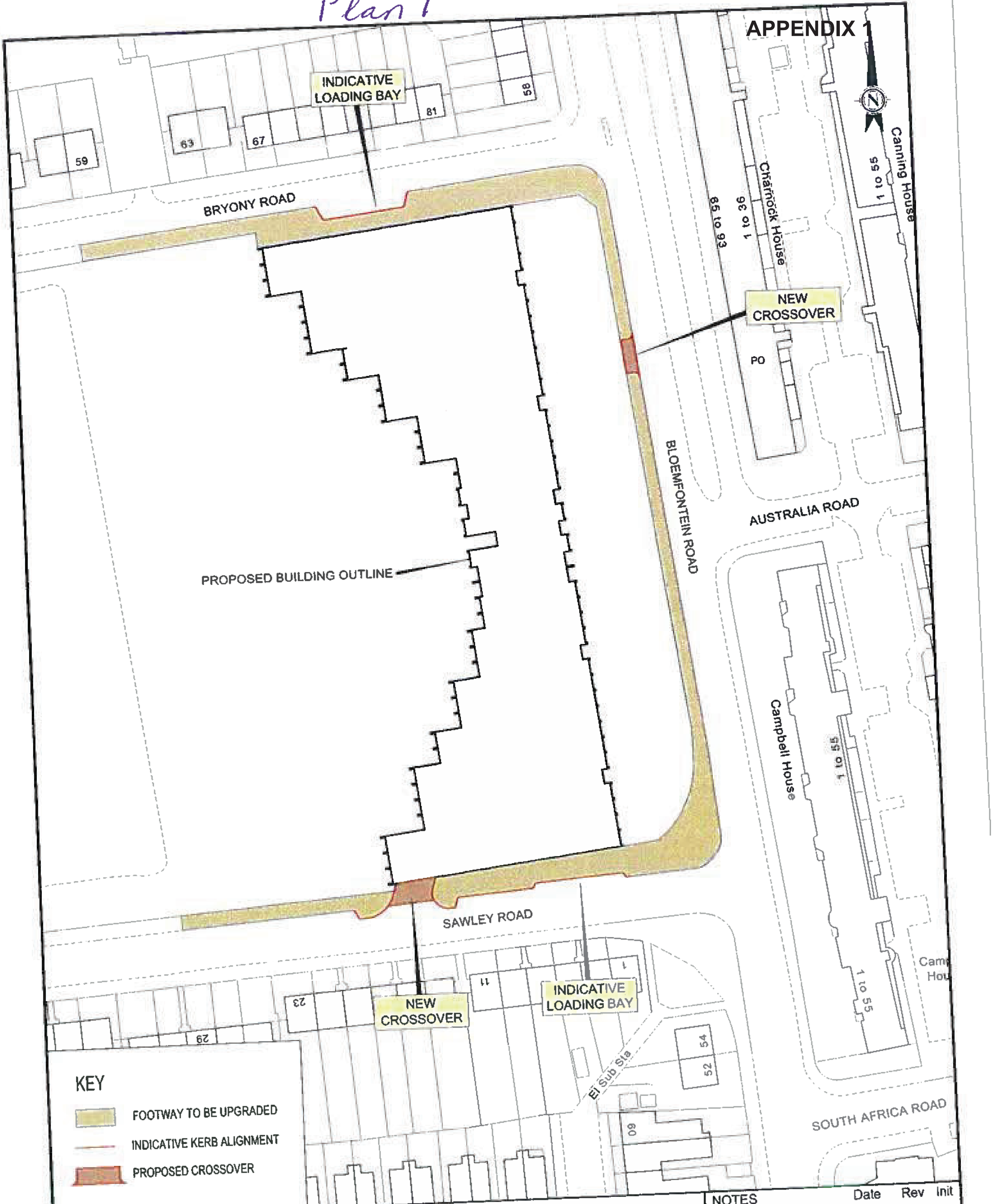
APPENDIX 1

"Estimated Payment"	A sum equivalent to the anticipated total reasonable and proper costs of the Highway Works as reasonably estimated by the Assistant Director taking into account each of the elements specified in Clause 5.29
"Final Payment"	The payment defined in Clause 5.31 of this Agreement
"Head of Development Management"	The Council's Head of Development Management or such other officer whose designation has been notified to the Owner in writing
"Highway Works"	The works to be carried out by the Council as described in Schedule 3
"Indexed"	means adjusted in accordance with the Tender Price Index (the "TPI Index") by multiplying in each case the payment due by a fraction whose denominator shall be the last TPI Index monthly figure published before the date of this Agreement and whose numerator shall be the last published TPI Index monthly figure available before the date on which payment is due
"Market Housing"	The 103 Dwellings permitted to be constructed on the Site pursuant to the Planning Permission that are permitted to be sold on the open market and which are neither Shared Ownership Units nor Discount Market Sale Units
"Market Value"	The price which the Shared Ownership Unit would fetch if sold on the open

	market by a willing vendor upon the terms and conditions contained in a lease of any Shared Ownership Unit
"Occupation"	Occupation for the purposes permitted by the Planning Permission but excluding occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupied" and "Occupy" shall be construed accordingly
“Open Market Value”	The price which the Discount Market Sale Units would fetch if sold on the open market by a willing vendor as determined in accordance with Clauses 5.14 and 5.15
“Owner’s Wormholt Park Works”	The part of the Wormholt Park Works to be carried out by the Owner as set out in Part B of the Fourth Schedule hereto up to £55,000 of the cost of which shall be counted as part of the Contribution
“Parking Permit”	A permit issued by the Council to a resident of the Borough to park a motor vehicle on the highway in the Borough
“Plan No. 1”	The plan attached to this Deed and showing for the purposes of identification only that part of the Highways Works comprising the upgrading of the footway around the entire Site
“Plan No. 2”	The plan attached to this Deed and showing for the purposes of identification only the Wormholt Park Works
“Plan No. 3”	The plan attached to this Deed and

Plan 1

APPENDIX 1



HAMMERSMITH & FULHAM COUNCIL
Environment Services
Town Hall Extension, King Street
London W6 9JU
Tel. 020 8748 3020

Drawn	Checked	Approved
BJN	HOR	NB

Scale	Original Sheet Size
1 : 1000	A4

DWG No.	Revision	Date
80213/43		JUN.'09

PROJECT

FORMER JANET ADEGOKE LEISURE CENTRE
56 BLOEMFONTEIN RD & 1 SAWLEY RD

HIGHWAY WORKS

Produced by Highways & Engineering on the Land Survey Mapping System. This drawing is Copyright.

NOTES	Date	Rev	Init

FS 32265

APPENDIX 1

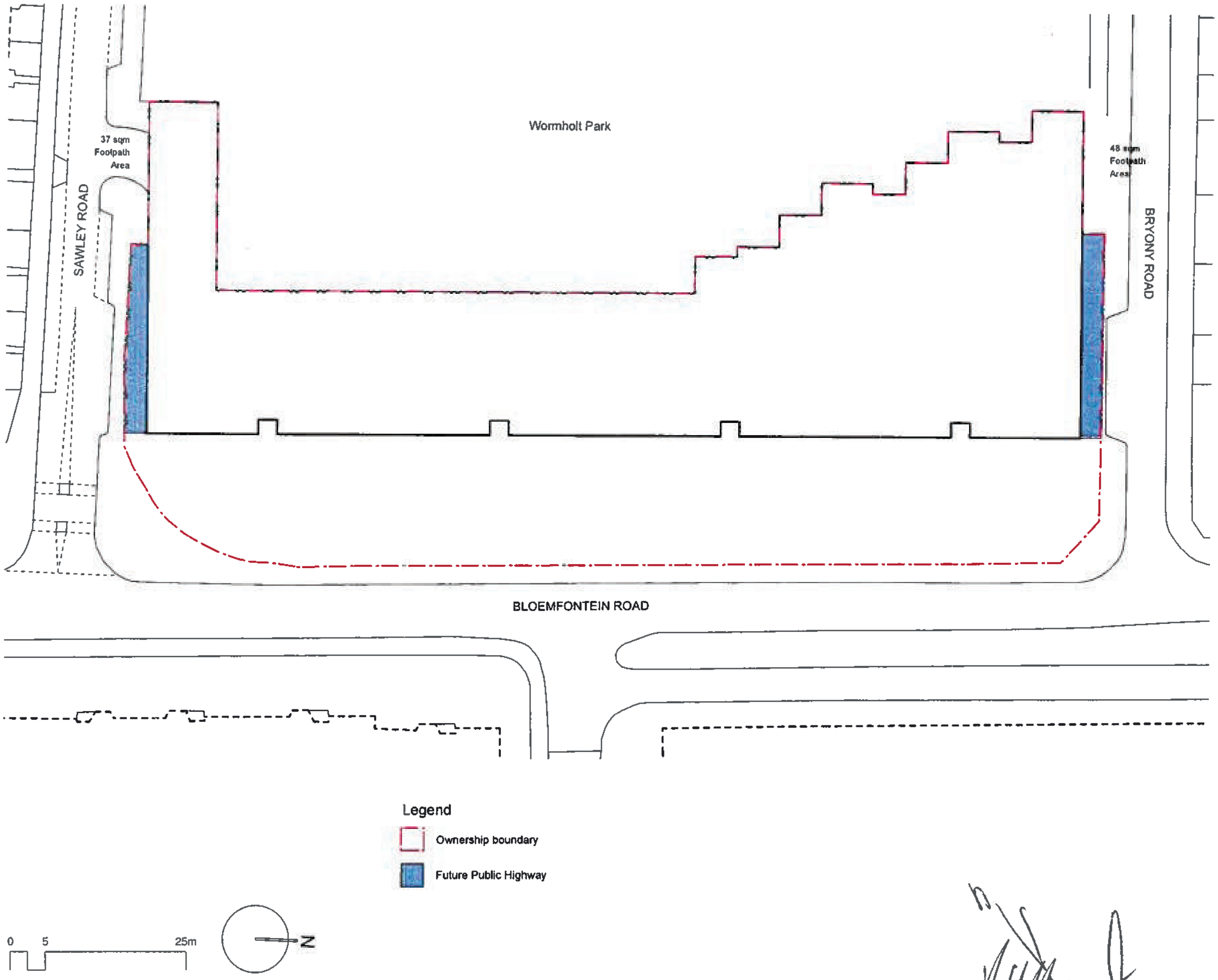
Plan 2

GROUNDWORK WEST LONDON

Hammersmith & Fulham
Serving our Community

Wormholt Park

plan of park showing location of sports/games facilities and location of proposed building. Sketch - not to scale.



Plan No. 3

1. Site context based upon Ordnance Survey data supplied under licence number OI263838.

2. Boundary positions based on mark-up from Davis Langdon, dated 11.11.11

APPENDIX 1

Penoyre & Prasad

28-42 Banner Street
London EC1Y 8QE

020 7250 3477
penoyreprasad.com

Building Better Health

JAC White City
Mixed Use Development

Building Footprint & Future Public Highway

Scheme

11.11.11
1:500@A3

471-SC-022
A

	showing for the purposes of identification only the Blue Land
"Planning Application"	An application for planning permission allocated statutory registration no. 2011/01744/FUL for redevelopment of the Site in the following manner: The erection of a part single storey, two and part seven storey building to provide a health centre (Class D1), retail (Class A1) on the ground floors; provision of a health care centre (D1) on part of the first floors; 170 residential units (Class C3) on the upper floors with underground car parking (116 spaces) and landscaping in accordance with approved drawings numbered: 471-PL-001A, 002A, 003A, 004B, 005A, 006A, 007A, 008A, 010A, 011A, 014A, 015A, 016A, 017A, 018A, 019A, 020A, 030,031, 032, 033, 034
"Planning Permission"	Planning permission granted pursuant to the Planning Application in the form of the draft set out in the Schedule 2 to this Agreement or in substantially the same form
"Practically Complete"	Complete save in minor respects so that the Development or part of the Development as the case may be can be used for the purpose and operate in the manner for which it was designed
"Practical Completion"	Completion save in minor respects so that the Development or part of the Development as the case may be can be used for the purpose and operate in the manner for which it was designed

APPENDIX 1

"Registered Provider"	Any organisation registered with the Tenants Services Authority (or any successor body) as a provider of social housing in accordance with section 80 of the Housing and Regeneration Act 2008. This can include Housing Associations, Local Authorities and private companies.
"Relevant Discounted Sale Price"	means (at the date on which contracts are exchanged for the sale of any Discount Market Sale Unit) (a) in relation to each of the 8 DMS Units referred to in limb (a) of the definition of Discount Purchaser Financial Criterion of a minimum size approximately of 44.5 square metres the lower of ONE HUNDRED AND FORTY THOUSAND POUNDS (£140,000) Average Earnings Index Linked or 70% of the Open Market Value of the Unit; (b) in relation to each of the 13 DMS Units referred to in limb (b) of the definition of Discount Purchaser Financial Criterion of a minimum size approximately of 38.6 square metres the lower of ONE HUNDRED AND FORTY THOUSAND POUNDS (£140,000) Average Earnings Index Linked or 95% of the Open Market Value of the Unit; (c) in relation to each of the 21 DMS

APPENDIX 1

	Units referred to in limb (c) of the definition of Discount Purchaser Financial Criterion of a minimum size approximately of 38.6 square metres the lower of ONE HUNDRED AND FIVE THOUSAND POUNDS (£105,000) Average Earnings Index Linked or 70% of the Open Market Value of the Unit
“Shared Ownership Occupier”	A person who occupies a Dwelling within the Site which he/she is part renting and part purchasing under a shared ownership scheme
“Shared Ownership Units”	The 25 Dwellings within the Site occupied or intended to be occupied by a Shared Ownership Occupier as shown on the Affordable Housing Layout Plan and of which number 18 shall be 2 bedrooms in size and 7 will be 3 bedrooms in size
“Shared Ownership Unit Nominations Agreement”	An agreement substantially in the form annexed hereto at Schedule 5 entered into between the Registered Provider Owner at that time of the Shared Ownership Units and the Council containing procedures by which the Council and the Registered Provider Owner may nominate persons for occupation of the Shared Ownership Units through the Council’s housing allocation policy
"Site"	Land known as Former Janet Adegoke Leisure Centre, 56 Bloemfontein Road and 1 Sawley Road, London W12 7DH shown

	for the purposes of identification only edged red on the Site Plan
"Site Plan"	The plan annexed to this Agreement at Schedule 1
"Wheelchair Units"	A minimum of 24 Dwellings (being a mixture of Shared Ownership Units and Market Housing) which are capable of being adapted for wheelchair users in accordance with the Hammersmith and Fulham Wheelchair Property Design Guide 2005
"Working Day"	Any day (other than Saturday) on which banks are usually open for business in England & Wales
"Wormholt Park Assistant Director"	The Council's Assistant Director of Parks and Culture or such other officer whose designation has been notified to the Owner in writing
"Wormholt Park Works"	Together the Council's Wormholt Park Works and the Owner's Wormholt Park Works
"Wormholt Park Works Certificate of Substantial Completion"	The certificate to be issued on satisfactory completion of the Council's Wormholt Park Works in accordance with Clause 5.39
"Wormholt Park Works Estimated Payment"	A sum equivalent to the anticipated total reasonable and proper costs of the Council's Wormholt Park Works as reasonably estimate by the Wormholt Park Assistant Director taking into account each of the elements specified in Clause 5.37

"Wormholt Park Works Final Payment"	The payment defined in Clause 5.39 of this Agreement

3. INTERPRETATION

3.1. Headings appearing in this Agreement are for ease of reference only and shall not affect its construction.

3.2. References to clauses sub clauses paragraphs sub paragraphs and schedules are references to those contained in this Agreement.

3.3. References to statutes bye-laws regulations orders and delegated legislation shall include any statute bye-law regulation order or delegated legislation amending re-enacting or made under or replacing the same.

3.4. Where the context permits, words importing the singular will include the plural and vice versa and words importing gender will include all other genders.

3.5. Any obligation of the Owner contained or implied in this Agreement which is or may be deemed to be an obligation of more than one person shall be a joint and several obligation on the part of those persons.

3.6. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any power or the performance of any duty as local planning authority or in any other capacity.

3.7. No person shall be liable for breach of any provision contained in this Agreement after having parted with all interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to the liability of such person for any subsisting breach of this Agreement prior to the parting with such interest.

3.8. No waiver (whether express or implied) by the Council of any breach or default by the Owner or any person deriving title from them in complying with any provision of this Agreement shall constitute a continuing waiver or be taken to waive any subsequent breach by any party.

4. STATUTORY AUTHORITY

4.1. This Agreement is made under Section 106 of the Act, Section 16 Greater London Council (General Powers) Act 1974, Sections 38 and 278 of the Highways Act 1980, and Section 111 Local Government Act 1972.

4.2. Each covenant by the Owner in this Agreement is a planning obligation for the purposes of Section 106 of the Act enforceable by the Council against the Owner and any person deriving title in the Site or any part of it from the Owner.

5. THE OWNER'S COVENANTS

The Owner covenants with the Council:

Council's Legal Expenses

5.1 To pay the Council's reasonable legal expenses reasonably and properly incurred in the preparation of this Agreement.

Covenant as to Ownership

5.2 That no person other than the parties to this Agreement has any interest in the Site for the purposes of Section 106 of the Act.

Duty to notify of Commencement of Development

5.3 To notify the Head of Development Management in writing of the Commencement of the Development within 7 days of that Commencement.

Affordable Housing-Shared Ownership

Restriction on Transfer

5.4:1 Following Commencement of the Development not to sell, transfer, lease or otherwise dispose of the Shared Ownership Units other than:

(i) to an Approved Registered Provider;

(ii) by way of lease of a Shared Ownership Unit to a Shared Ownership Occupier or assignment of such a lease or disposals of further tranches of equity in a Shared Ownership Unit to a Shared Ownership Occupier;

(iii) by way of mortgage or financial charge

except that if:

(a) the freehold or leasehold title to the Shared Ownership Units is vested in a Registered Provider and

(b) the said Registered Provider grants a mortgage or financial charge over the Shared Ownership Units or any part of it to a building society, bank, insurance company or any bona fide financial institution, and

(c) there has been a bona fide default by the said Registered Provider of the terms of such mortgage or financial charge, and

(d) such mortgagee or chargee (or any manager (including an administrative receiver) appointed by such mortgagee or chargee) seeks to dispose of the Shared Ownership Units under the terms of that mortgage or charge

then, such mortgagee or chargee (or any manager (including an administrative receiver) appointed by such mortgagee or chargee) in respect of the Shared Ownership Units to which such mortgage or charge relates shall be free, so far as is necessary to enable it to realise its security, from the restriction in this clause 5.4:1, as will any subsequent purchaser (and its successors in title) from the said mortgagee or chargee and as will any persons deriving title therefrom (directly or indirectly).

5.4:2 A Shared Ownership Occupier who has acquired 100% of the equity in a Shared Ownership Unit shall be free from the restriction in clause 5.4:1 which shall thereafter cease to bind that Shared Ownership Unit

Disposal of Equity in Shared Ownership Units

5.5 The Owner covenants that on the initial letting of all the Shared Ownership Units the aggregate of the initial equity disposed of to the Shared Owner Occupiers of the Shared Ownership Units shall not exceed 50% of the total Market Value of all the

Shared Ownership Units (as ascertained by the Registered Provider acting reasonably and properly).

Nominations Agreement

5.6 The Owner covenants that no less than 9 months prior to the anticipated date of Practical Completion of the Shared Ownership Units there shall be in place a Shared Ownership Unit Nominations Agreement the parties acting reasonably in their endeavours to negotiate and enter into such Nominations Agreement.

Wheelchair Units

5.7 That the Owner shall construct at least 24 Dwellings in such a manner that they are capable of adaptation to Wheelchair Units and will (subject to marketing in accordance with clause 5.9) so adapt such of these Dwellings as can be sold as Wheelchair Units prior to Occupation of 50% of the Dwellings comprised in the Development

5.8 That the Owner shall use reasonable endeavours to market the Wheelchair Units to wheelchair users for a period commencing no later than the date being six months prior to Completion of the Market Housing and ending at Practical Completion of the last Dwelling comprised in the Development. For those Wheelchair Units which comprise Shared Ownership Units a joint marketing strategy with H & F Home buy shall be agreed no less than 6 months prior to Practical Completion of the relevant units.

5.9 That the marketing referred to in Clause 5.8 shall be conducted to ensure that the units are marketed to as wide an audience as possible through websites, publications and liaison with appropriate agencies. Amongst others the units shall be advertised:

on the accessible property website (http://www.accessible-property.org.uk) or equivalent national website
on www.housingoptions.co.uk
on www.thelittlehousecompany.co.uk
on www.disabilitynow.org.uk
in SAGA magazine or similar London periodical aimed at an older readership
in Age Concern's Fifty Plus magazine
in Disability Now magazine
in liaison with Hammersmith and Fulham Action on Disability

in liaison with the Council's Rehousing Options Team and the wheelchair register (Accessible Housing Register)
At Low Cost Home Ownership fairs and events

5.10 That the Owner shall submit to the Council details of the marketing undertaken pursuant to Clause 5.8 above supported by such evidence as the Council may reasonably require such information to include the date of first advertisement and first website posting of each Wheelchair Unit the date of release of any such unit which is not allocated to a wheelchair user household onto the wider market and the date on which an offer is made on any released unit

5.11 Each Wheelchair Unit shall be allocated one parking space of the appropriate dimensions marked out as a disabled parking space on the Site and each such disabled parking space shall be maintained as a disabled parking space for so long as the corresponding unit remains as wheelchair use

Affordable Housing-Discount Market Sale

5.12 The Owner shall not permit nor enable more than 50% of the Market Housing within the Development to be Occupied until 100% of the Discount Market Sale Units to be provided within the Development are Practically Complete

5.13 The Owner and the Council shall agree a marketing strategy for the Discount Market Sale Units pursuant to clause 5.8 prior to giving the notice required by clause 5.14. Marketing will be particularly directed at estates neighbouring the Site to offer local residents the opportunity to access low cost home ownership opportunities.

5.14 The Owner will give the Council at least 6 months prior written notice (to be served on the Director) of the date on which it anticipates that Practical Completion will take place in respect of any Discount Market Sale Unit and shall include within the said notice:-

(a) a statement of the Open Market Value of the relevant unit; and

(b) a statement as to the size in square metres of the relevant unit

5.15 In the event that the Council disputes the Open Market Value of any Discount Market Sale Unit as stated in a notice served pursuant to Clause 5.14 of this Deed it shall notify this to the Owner in writing within fifteen Working Days in which case:-

(a) the Owner and the Council shall endeavour to agree the Open Market Value of the said unit within five Working Days; but if this does not happen then

(b) the Determining Surveyor shall be appointed within five Working Days after notification of such dispute and be required to provide his assessment of the Open Market Value of the said unit within five Working Days after appointment and both Parties shall (save in the case of manifest error) accept the Determining Surveyor's assessment of Open Market Value as binding

PROVIDED ALWAYS that in the event that the Council does not dispute the Open Market Value stated by the Owner within fifteen Working Days after it receives a notice pursuant to Clause 5.15 of this Deed then the Council shall be deemed to have accepted the Open Market Value as stated in the notice

5.16 The Council will advertise the Discount Market Sale Units within five Working Days after the Open Market Value has been agreed or settled pursuant to clause 5.15 of this Deed. Those purchasers who are interested in buying a DMS Unit will contact the Owner by a deadline set by the Owner of at least 7 days who will invite them to view. Once the Owner has a list of people who wish to purchase they will send it to H&F Home-Buy who will prioritise the list in accordance with the Council's priorities and return it to the Registered Provider within 5 Working Days. The Registered Provider will then offer the DMS Units, in order, to the people on the shortlist.

5.17 The Owner shall use reasonable endeavours to sell the Discount Market Sale Unit for sale at the Relevant Discounted Sale Price to persons on the Discount Purchaser Nomination List PROVIDED ALWAYS that:-

(a) if within eight weeks prior to Practical Completion of that Discount Market Sale Unit contracts have not been exchanged for the sale and purchase of that Discount Market Sale Unit between the Owner and a nominee from the Discount Purchaser Nomination List ; or

(b) if within four weeks prior to Practical Completion of that Discount Market Sale Unit the Discount Market Sale Purchaser indicates an unwillingness or inability to complete a contract for sale in respect of that Discount Market Sale Unit; or

(c) if there are no suitable nominees on the Discount Purchaser Nomination List or the Council otherwise fails to keep the Discount Purchaser Nomination List up to date and the Owner using all reasonable endeavours is unable to sell to an alternative suitable nominee on the Discount Purchaser Nomination List at the Relevant Discounted Sale Price with completion of such sale taking place on the date of Practical Completion of the Discount Market Sale Unit; or

(d) if the Council and the Owner are between them unable to sell to an alternative suitable nominee who is not on the Discount Purchaser Nomination List but otherwise fulfils the criteria for being a Discount Market Sale Purchaser with completion of such sale taking place on the date of Practical Completion of the Discount Market Sale Unit

then the Owner shall be free to sell that Discount Market Sale Unit to those applicants with a maximum household income set by the Regional Housing Board at the time of notification of the availability at the Relevant Discounted Sale Price

5.18 For the avoidance of doubt it is hereby agreed that the Council shall not be liable for any charges or expenses in relation to the Discount Market Sale Unit including stamp duty, service charges, parking charges or management charges

5.19 The first transfer of each Discount Market Sale Unit to an individual Occupier following Practical Completion of that Unit and every subsequent transfer of each Discount Market Sale Unit shall be subject to entry into the Deed of Covenant and the Open Market Value and the Relevant Discounted Sale Price of Discount Market Sale Unit shall be recorded in writing by the Council and the Owner. These sums shall be used to calculate the percentage figure against which the level of Equity Payment is calculated and shall thereafter be the figure against which the level of Equity Payment is calculated. That percentage figure shall be inserted at the beginning of the relevant Deed of Covenant within the definition of the equity payment for that unit and within the second schedule of the Deed of Covenant within the definition of equity payment

5.20 The terms of the Deed of Covenant will apply to each of the Discount Market Sale Units

5.21 No Discount Market Sale Unit shall be occupied other than as a Discount Market Sale Unit by a Discount Market Sale Purchaser save in accordance with the provisions of this Clauses 5.12 to 5.22 inclusive of this Deed.

5.22 In the event that an Equity Payment is made to the Council on a subsequent transfer of any Discount Market Sale Unit the Council shall not use that Equity Payment otherwise than towards the provision of affordable housing within the London Borough of Hammersmith and Fulham

Car Permit Free Provisions

5.23 The Owner covenants with the Council that they shall not apply to the Council for a Parking Permit or knowingly suffer or permit any occupier of the Dwellings to apply for a Parking Permit and if such a Parking Permit is issued the Owner covenants on becoming aware of such issue to notify the Council's Head of Development Management in writing immediately thereafter and to use their reasonable endeavours to procure its surrender to the Council.

5.24 The Owner covenants with the Council that all material utilised for advertising or marketing of the Dwellings for letting or sale will make it clear to prospective lessors, 5.19 The first transfer of each Discount Market Sale Unit to an individual Occupier following Practical Completion of that Unit and every subsequent transfer of each Discount Market Sale Unit shall be subject to entry into the Deed of Covenant and the Open Market Value and the Relevant Discounted Sale Price of Discount Market Sale Unit shall be recorded in writing by the Council and the Owner. These sums shall be used to calculate the percentage figure against which the level of Equity Payment is calculated and shall thereafter be the figure against which the level of Equity Payment is calculated. That percentage figure shall be inserted at the beginning of the relevant Deed of Covenant within the definition of the equity payment for that unit and within the second schedule of the Deed of Covenant within the definition of equity payment

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5.21 No Discount Market Sale Unit shall be occupied other than as a Discount Market Sale Unit by a Discount Market Sale Purchaser save in accordance with the provisions of this Clauses 5.12 to 5.22 inclusive of this Deed.

5.22 In the event that an Equity Payment is made to the Council on a subsequent transfer of any Discount Market Sale Unit the Council shall not use that Equity Payment otherwise than towards the provision of affordable housing within the London Borough of Hammersmith and Fulham

Car Permit Free Provisions

5.23 The Owner covenants with the Council that they shall not apply to the Council for a Parking Permit or knowingly suffer or permit any occupier of the Dwellings to apply for a Parking Permit and if such a Parking Permit is issued the Owner covenants on becoming aware of such issue to notify the Council's Head of Development Management in writing immediately thereafter and to use their reasonable endeavours to procure its surrender to the Council.

5.24 The Owner covenants with the Council that all material utilised for advertising or marketing of the Dwellings for letting or sale will make it clear to prospective lessors, tenants, licensees or occupiers that no Parking Permit will be issued by the Council for the Dwellings.

5.25 The Owner covenants with the Council that each lease, tenancy agreement, licence and any other instrument granting a right to occupy a Dwelling shall contain a statement that under this Agreement no occupier of the Dwelling will be entitled to apply for or hold a Parking Permit and if issued with such a Parking Permit such occupier shall surrender it to the Council within 7 days of written demand.

5.26 The Owner covenants with the Council to notify the Head of Development Management in writing, quoting 2011/01744/FUL of the full postal address of each Dwelling within 14 days of such address having been established.

Highway Works

5.27 Not to Occupy nor to permit Occupation of any part of the Development until the Estimated Payment has been made to the Council

5.28 To pay to the Council the Estimated Payment and the Final Payment (if any) as provided in the following Clauses 5.29 and 5.30 inclusive

5.29 To pay to the Council the reasonable and proper costs of carrying out the Highway Works, which shall comprise:

5.29:1 The total costs of any reasonably required alteration to statutory undertakers' plant and equipment necessitated by the Highway Works;

5.29:2 Any taxes payable by the Council in respect of the Highway Works;

5.29:3 The total costs reasonably incurred by the Council in designing, specifying, estimating the cost of, administering, inspecting and supervising the Highway Works;

5.29:4 The total material, plant and labour costs of carrying out the Highway Works; and

5.29:5 The total cost of street furniture and street infrastructure requiring alteration

5.30 To pay to the Council the reasonable and proper costs of carrying out the Highway Works as specified in Clause 5.29 above in the following manner:

5.30.1 Within 5 Working Days of Commencement of Development the sum of £20,000 (twenty thousand pounds) being the Assistant Director's reasonable estimate of the Council's expenses in respect of the following elements:

(a) In preparing detailed design and layout drawings of the Highway Works;

(b) In estimating the cost of the civil works element of the Highway Works;

(c) Making enquiries of all statutory undertakers as to whether they have any apparatus which may be affected by the carrying out of the Highway Works; and

(d) Upon receipt of the statutory undertakers estimates, assessing the estimated cost of the Highway Works

5.30.2 Following Commencement of the Development and within 5 Working Days of receipt by the Owner of a request by the Council the Owner shall pay to the Council the Estimated Payment (which shall include an allowance for the sum paid to the Council pursuant to Clause 5.30.1)

5.31 If, at the completion of the Highway Works (evidenced by the issue by the Assistant Director of a Certificate of Substantial Completion) and provided that the total reasonable and proper actual costs of the Highway Works have been established, such costs shall have exceeded the Estimated Payment, the Owner shall within 20 Working Days of written demand pay to the Council the difference between the actual reasonable and proper total costs of the Highway Works and the Estimated Payment up to the level of the Contribution (the "Final Payment")

5.32 Upon the Council giving the Owner prior reasonable notice in writing of its intention to enter the Site for the purpose of carrying out all or part of the Highway Works, the Owner shall give to the Council all reasonable and necessary access to enter onto the Site to carry out the Highway Works

Dedication and Adoption of Land

5.33 Upon the issue of the Certificate of Substantial Completion the land on Bryony Road and Sawley Road coloured blue on Plan No. 3 ("the Blue Land") shall become a highway maintainable at the public expense and this Agreement shall be sufficient evidence of the Owner's dedication of the land as such

5.34 At all times up to and following the completion of the Highway Works the Owner shall ensure that the subsoil materials and other areas beneath the surface of the Blue Land are maintained in good condition and to the reasonable satisfaction of the Council

Wormholt Park Works

5.35 Not to Occupy nor to permit Occupation of any part of the Development until the payment pursuant to Clause 5.38.2 has been made to the Council

5.36 To pay to the Council the Wormholt Park Works Estimated Payment and the Wormholt Park Works Final Payment (if any) as provided in the following Clauses 5.37 and 5.38 inclusive but not to exceed the Contribution (less any sum paid as part of the Owner's Wormholt Park Works).

5.37 To pay to the Council the reasonable and proper costs of carrying out the Council's Wormholt Park Works, which shall comprise:

5.37.1 The total costs of any reasonably required alteration to statutory undertakers' plant and equipment necessitated by the Council's Wormholt Park Works;

5.37.2 Any taxes payable by the Council in respect of the Council's Wormholt Park Works;

5.37.3 The total costs reasonably incurred by the Council in designing, specifying, estimating the cost of, administering, inspecting and supervising the Council's Wormholt Park Works;

5.37.4 The total material, plant and labour costs of carrying out the Council's Wormholt Park Works; and

5.38 To pay to the Council the reasonable and proper costs of carrying out the Council's Wormholt Park Works as specified in Clause 5.37 above in the following manner:

5.38.1 To give to the Wormholt Park Assistant Director not less than 9 months prior notice of the anticipated date of Practical Completion of the Development

5.38.2 Immediately upon giving the notice referred to at clause 5.38.1 (above) to pay to the Council the sum of £200,000 (two hundred thousand pounds) being the Wormholt Park Assistant Director's reasonable estimate of the Council's expenses in respect of the following elements::

(a) In preparing detailed design and layout drawings of the Council's Wormholt Park Works;

(b) In estimating the cost of the civil works element of the Council's Wormholt Park Works;

(c) Making enquiries of all statutory undertakers as to whether they have any apparatus which may be affected by the carrying out of the Council's Wormholt Park Works; and

(d) Upon receipt of the statutory undertakers estimates, assessing the estimated cost of the Council's Wormholt Park Works

5.38.3 Within 13 months of the giving the notice referred to at clause 5.38.1 (above) the Owner shall pay to the Council 50 percent of the Wormholt Park Works Estimated Payment (which shall include an allowance for the sum paid to the Council pursuant to Clause 5.38.2)

5.38.4 Within 22 months of the giving the notice referred to at clause 5.38.1 (above) the Owner shall pay to the Council the remainder of the Wormholt Park Works Estimated Payment

5.39 If, at the completion of the Council's Wormholt Park Works (evidenced by the issue by the Wormholt Park Assistant Director of a Wormholt Park Works Certificate of Substantial Completion) and provided that the total reasonable and proper actual costs of the Council's Wormholt Park Works have been established, such costs shall have exceeded the Wormholt Park Works Estimated Payment, the Owner shall within 20 Working Days of written demand pay to the Council the difference between the actual reasonable and proper total costs of the Council's Wormholt Park Works and the Wormholt Park Works Estimated Payment up to the level of the Contribution less any sum paid as part of the Owner's Wormholt Park Works (the "Wormholt Park Works Final Payment")

5.40 The Owner shall at its own expense carry out and complete the Owner's Wormholt Park Works to the Council's reasonable satisfaction as part of the Development

Construction Training and Employment

5.41 (a) The Owner covenants with the Council that as part of the tendering process for the first contract for any works associated with any part of the Development and throughout the period when the Development is under construction, it will co-operate and work closely with the Council to encourage employment training to job-seeking residents of the Borough.

(b) The Owner covenants to require each contractor and each of its sub-contractors employed during the construction of the Development to use reasonable endeavours to:

(i) ensure that work placements are provided for up to ten Borough residents, who are currently in construction training courses, which taken together shall be for a total period of not less than one hundred and twenty construction weeks. Such placements may include opportunities for apprentices, during the course of the construction of the Development in any of the following trades:

(A) carpentry and joinery;

(B) painting and decorating;

(C) plumbing;

(D) bricklaying;

(E) plastering; and

(F) electrical installation

(ii) recruit fifteen per cent of the workforce employed on the construction of the Development from residents of the Borough;

(iii) employ each trainee on a contract of employment with provision for a reasonable release to college

(c) The Owner covenants with the Council to monitor the work placements in Clause 5.41(b)(i) above and to monitor the workforce recruitment in Clause 5.41(b)(ii) above and the Owner covenants to provide details of all such monitoring to the Council

(d) The Owner covenants with the Council to advise the Council on employment projections and skill levels required for employees after Completion of the Development

6. THE COUNCIL'S COVENANTS

6.1 As soon as reasonably practicable upon receipt of the Estimated Payment and having regard to the programme of works for the construction of the Development to commence the Highways Works and to complete them as expeditiously as possible

6.2 As soon as reasonably practicable upon receipt of the Wormholt Park Works Estimated Payment and having regard to the programme of works for the construction of the Development to commence the Council's Wormholt Park Works and to complete them as expeditiously as possible

7. EFFECT OF AGREEMENT

7.1 Save for the covenants given in Clauses 5.1, 5.2 and 5.3 which shall become binding on the date of this Agreement, the remaining covenants shall become binding on the Owner upon the Commencement of Development.

7.2 If the Planning Permission is quashed or is revoked or otherwise withdrawn or expires before the Commencement of Development or is superseded by any future or alternative planning permission this Agreement shall cease to have effect.

7.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

7.4 If this Agreement ceases to have effect the Council will forthwith upon request remove any notice of this Agreement from the Local Land Register and any other public register.

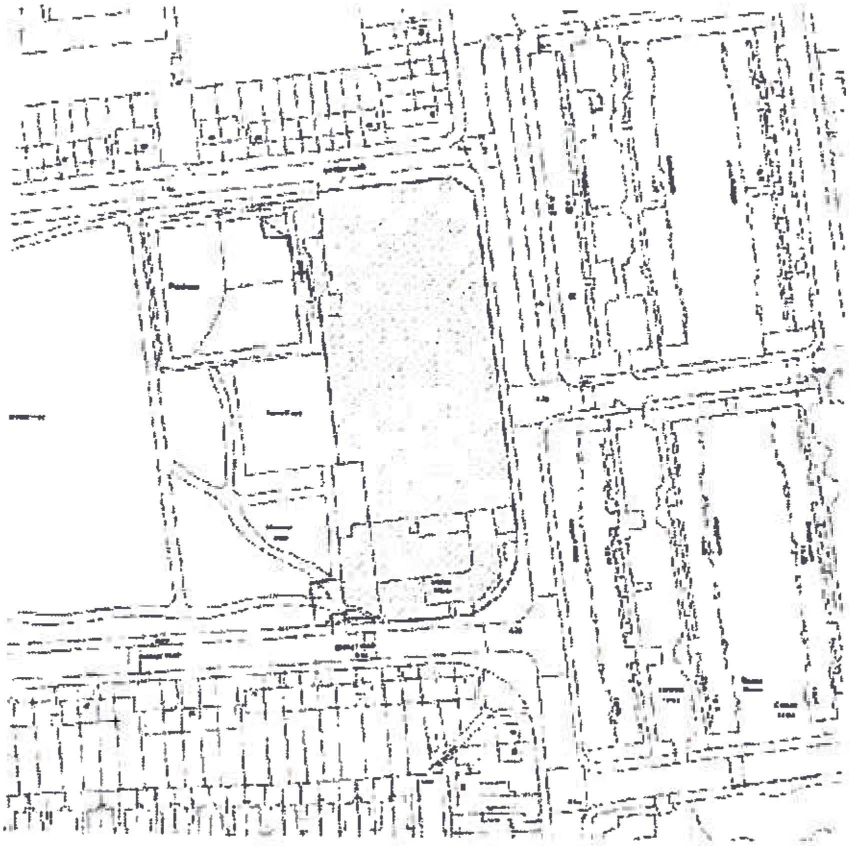
8. CONTRIBUTION

8.1 It is agreed and declared between the parties that the total liability of the Owner to make payments to the Council for the Highway Works and the Wormholt Park Works shall not exceed the amount of the Contribution

APPENDIX 1

SCHEDULE 1

SITE PLAN



For identification purposes only - do not scale.

2007/04690/FUL

☐ SQUARES INDICATE NEIGHBOURS NOTIFIED

APPENDIX 1

SCHEDULE 2

DRAFT PLANNING PERMISSION

London Borough of Hammersmith and Fulham
Development Management Service
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APPENDIX 1

h&f
putting residents first

Mr Alistair Macdonald
70 Cowcross Street
London
EC1M 6EJ

Applicant:
Building Better Health (White City)
C/o Agent

Application Reference: **2011/01744/FUL**
Registered on: **1st June 2011**

Town and Country Planning Act 1990
Town and Country Planning General Regulations 1992

DRAFT FULL PLANNING PERMISSION

Location and Description:

Janet Adegoke Leisure Centre 56 Bloemfontein Road London W12 7DH

Redevelopment of the site by the erection of a part single storey, part two and part seven storey building to provide a health care centre (Class D1), and retail (Class A1) on the ground floor; provision of a health care centre (Class D1) on the first floor; 170 flats (Class C3) on upper floors, together with underground car parking (116 spaces) and landscaping.

Drawing Nos: 471-PL-001A, 002A, 003A, 004B, 005A, 006A, 007A, 008A, 010A, 011A, 014A, 015A, 016A, 017A, 018A, 019A, 020B, 030, 031, 032, 033, 034.

Particulars of Decision:

Full planning permission granted subject to the following condition(s):

1) The development hereby permitted must be begun not later than the expiration of 3 years from the date of this permission.

Condition required to be imposed by section 91(1)(a) of the Town and Country Planning Act 1990 (as amended by section 51 of the Planning and Compulsory Purchase Act 2004).

POSITIVE ABOUT DISABLED PEOPLE

Director of Environment
Nigel Pallace

2) The building development shall not be erected otherwise than in accordance with the following detailed drawings:471-PL-001A, 002A, 003A, 004B, 005A, 006A, 007A, 008A, 010A, 011A, 014A, 015A, 016A, 017A, 018A, 019A, 020B, 030, 031, 032, 033, 034.

In order to ensure full compliance with the planning application hereby approved and to prevent harm arising through deviations from the approved plans, in accordance with policies EN2 and EN8 of the Unitary Development Plan, as amended 2007.

3) The development shall not commence until the submission and approval in writing by the Council of details and samples of all materials to be used on the external faces of the building, and all surface treatments. No part of the development shall be used or occupied prior to the implementation of the approved details.

To ensure a satisfactory external relationship with its surroundings and to ensure satisfactory access for all people, in accordance with policies EN2 and EN8 of the Unitary Development Plan, as amended 2007, as well as the council's adopted Access for All SPD.

4) No changes shall be carried out to the external appearance of the building, including the installation of air-conditioning units, ventilation fans or extraction equipment not shown on the approved drawings, prior to the submission and approval of a further planning application, provided that the proposed changes would, in the Council's opinion, materially affect the external appearance of the building

To ensure a satisfactory external appearance and to prevent harm to the amenities of the occupiers of neighbouring residential properties, in accordance with Policies EN2, EN8 and EN21of the Unitary Development Plan, as amended 2007.

5) The ground floor commercial uses hereby permitted shall not include external roller shutters.

To ensure a satisfactory external appearance, in accordance with Policies EN2, EN8 and EN8D of the Unitary Development Plan, as amended 2007.

6) No plumbing, extract flues or pipes or boiler mass chimney, other than rainwater pipes shall be fixed on the Bloemfontein Road, Sawley Road or Bryrony Road elevations of the building.

To ensure a satisfactory external appearance and to prevent harm to the street scene, in accordance with policies EN2 and EN8 of the Unitary Development Plan, as amended 2007.

7) The development shall not commence before details of the design and location of all external lighting and CCTV cameras in the open spaces have been submitted to and approved in writing by the council. Such details as approved shall be carried out prior to any use of the open spaces to which the details relate.

To ensure a safe and secure environment in accordance with policy EN10 of the Unitary Development Plan, as amended 2007.

8) The development shall not commence prior to the submission and approval in writing by the Council of details in plan, section and elevation (at a scale not less than 1:20) and no part of the development shall be used or occupied prior to the implementation of the approved details.
(a)Details in plan, section and elevation of the Bloemfontein Road, Sawley Road, Bryony Road frontages, to include details of materials, fenestration, balconies, entrances, ground floor shopfront and glazing details, cladding and fenestration.

To ensure a satisfactory external appearance and to prevent harm to the street scene and conservation area in accordance with policies EN2 and EN8 of the Unitary Development Plan, as amended 2007.

9) The window glass of the shopfronts and rear elevations of the shop units must not be mirrored, painted or otherwise obscured.

To ensure a satisfactory external appearance to the Wormholt Park and to prevent harm to the street scene and conservation area in accordance with policies EN2, EN8 and EN8d of the Unitary Development Plan, as amended 2007.

10) The development shall not commence prior to the submission and approval in writing by the Council of full details of the proposed soft landscaping of the site, including planting schedules and details of the species. The approved scheme shall be implemented in the next winter planting season following completion of the building works, or before the occupation and use of any part of the buildings, whichever is the earlier.

To ensure a satisfactory external appearance and to prevent harm to the street scene, in accordance with policies EN2, EN8 and EN26 of the Unitary Development Plan, as amended 2007.

11) Any tree or shrub planted pursuant to condition 10 being removed or severely damaged, dying or becoming seriously diseased within 5 years of planting shall be replaced with a tree or shrub of similar size and species to that originally required to be planted.

To ensure a satisfactory provision for planting in accordance with policies EN2, EN8 and EN26 of the Unitary Development Plan, as amended 2007.

12) The development shall not commence before a landscape management plan, including long term design objectives, management responsibilities and maintenance schedules for all landscape areas, has been submitted to and approved in writing by the council. The landscape management plan shall be carried out in accordance with the approved details.

To ensure that the development provides an attractive natural and visual environment in accordance with policies EN2, EN8 and EN29 of the Unitary Development Plan, as amended 2007.

13) The ground floor entrance doors hereby approved shall not be less than 1 metre wide and the threshold shall be at the same level to the pavement fronting the entrance(s).

To ensure adequate access for people with disabilities or mobility difficulties, in accordance with Policy EN11 of the Unitary Development Plan, as amended 2007.

14) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order revoking or re-enacting that Order with or without modification), no aerials, antennae, satellite dishes or related telecommunications equipment shall be erected on any part of the development hereby permitted, without planning permission first being obtained.

To ensure that the visual impact of telecommunication equipment can be considered in accordance with policies EN2 and EN8 of the Unitary Development Plan, as amended 2007.

15) No customers shall be on the retail premises hereby permitted between 2200 hours - 0800 hours.

In order that noise disturbance which may be caused by customers leaving the premises is confined to those hours when ambient noise levels and general activity are sufficiently similar to that in the surrounding area, thereby ensuring that the use does not cause demonstrable harm ot surrounding residents in compliance with policy EN21 of the Unitary Development Plan, as amended 2007.

16) The health care facility hereby approved shall only be used for the purpose of the provision of health services and for no other purpose, including any other purpose within Class D1 of the Town and Country Planning (Use Classes) Order 1987, or any other order replacing or re-enacting that order.

The use of the premises for other purposes, including other purposes within Class D1, could have a materially different impact on the amenities of the area and the Council would wish to have an opportunity to consider these matters in accordance with policies EN21 and TN8 of the Unitary Development Plan, as amended 2007.

17) No customers shall be on the health care premises hereby permitted between 2200 hours - 0800 hours on Monday to Saturday and 1800 hours and 1100 hours Sunday and Bank Holidays.

To ensure that the amenities of surrounding occupiers are not unduly affected by noise and other disturbance, in accordance with Policy EN21 of the Unitary Development Plan, as amended 2007.

18) In the event that the retail (Class A1) uses hereby approved is implemented, the ground floor accommodation shall be provided in the form of at least 2 separate units that shall not be amalgamated or occupied as larger units.

The use of the ground floorspace as a single shop unit or larger units could have a materially different impact on the amenities of the area and the Council would wish to have an opportunity to consider these matters in accordance with policies EN21 and SH1 of the Unitary Development Plan, as amended 2007.

19) Prior to the occupation of any of the residential units the whole of the parking accommodation shown on the approved drawing no. 471-PL-001A shall be provided. This shall thereafter be retained permanently for the accommodation of motor vehicles of the occupiers and users of the residential and commercial buildings on the application site and shall not be used for any other purpose. Allocation of the parking spaces shall be in accordance with details that must first be submitted to and approved in writing by the council.

To ensure the provision and permanent retention of the parking spaces so as to ensure that the development does not result in additional on-street parking stress detrimental to the amenity of surrounding residents, in accordance with policy TN8 and standard S18 of the UDP, as amended 2007.

20) Prior to the occupation of any of the residential units the 27 car parking spaces designed for wheelchair users shown on the approved drawing 471-PL-001A shall be provided, marked out and reserved for persons with disabilities. These facilities shall thereafter be permanently retained for this purpose.

To ensure the satisfactory provision and retention of car parking spaces for wheelchair users and so that the development does not result in additional on street car parking stress, detrimental to the amenity of surrounding residents, in accordance with policy TN15 and standards S18 and S19 of the Unitary Development Plan, as amended 2007.

21) The development shall not commence until details of the location and type of surface level cycle parking facilities for visitors, hard landscaping and disabled access drop-off to the health care centre to the front of the development have been submitted to and approved in writing by the council. The cycle facilities, hard landscaping and vehicular access shall be provided prior to the occupation or use of any part of the building and shall be permanently retained thereafter.

To ensure the adequate provision for cycle parking and access for all people and in the interest of visual amenity, in accordance with policies EN2, EN8, TN6 and standard S20.1 of the Unitary Development Plan, as amended 2007 and the Access for All SPD.

22) No deliveries, refuse collection and/or any other servicing activity for the health care centre or retail units shall take place between 20.00 hours and 07.00 hours the following day.

To ensure that the occupiers of neighbouring residential properties are not unduly affected by noise and disturbance contrary to policy EN21 of the Unitary Development Plan, as amended 2007.

23) The development shall not be occupied until details of the management of the car parking spaces, including access arrangements, surface treatments for pedestrian access and provision and monitoring of CCTV cameras, have been submitted to and approved in writing by the council. Such details as approved shall be carried out prior to any occupation or use of the building and thereafter be permanently retained.

To ensure a safe and secure environment for users of the development in accordance with policy EN10 of the Unitary Development Plan, as amended 2007.

24) No development shall commence until a desktop study, site investigation scheme, intrusive investigation and risk assessment have been submitted to and approved in writing by the Council. The desk study will identify all previous site uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors and any potentially unacceptable risks arising from contamination at the site. The site investigation scheme will provide information for an assessment of the risk to all receptors that may be affected, including those off site. The risk assessment will assess the degree and nature of any contamination on site and to assess the risks posed by any contamination to human health, controlled waters and the wider environment. A detailed method statement for any required remediation works will need to be submitted to, and approved in writing, by the Council. All works must be carried out by a competent person conforming to CLR 11: Model Procedures for the Management of Land Contamination (DEFRA 2004).

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Policies G0, G3, EN20A and EN21, of the UDP and CC4 of the emerging Core Strategy, and policy 5.21 of the London Plan 2011.

25) No development shall commence in any phase until any required remediation works have been completed and a validation report to verify these works has been submitted to, and approved in writing, by the Council unless otherwise authorised. If, during development, contamination not previously identified is found to be present at the site the Council is to be informed immediately and no further development (unless otherwise agreed in writing by the Council) shall be carried out until a report indicating the nature of the contamination and how it is to be dealt with is submitted to, and agreed in writing by, the Council. Any required remediation should be detailed and verified in an amendment to the remediation statement. All works must be carried out by a competent person conforming to CLR 11: Model Procedures for the Management of Land Contamination (DEFRA 2004).

Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works, in accordance with Policies G0, G3, EN20A and EN21, of the UDP and CC4 of the emerging Core Strategy, and policy 5.21 of the London Plan 2011.

26) A minimum of 10% of the dwellings shall be capable of meeting the needs of wheelchair users and shall be designed and capable of adaptation, in accordance with the Council's Supplementary Planning Guidance (Access for All). The remainder of the dwellings shall be designed to conform to Lifetime Homes standards and shall be constructed accordingly.

To ensure a satisfactory provision of dwellings, meeting the needs of people with disabilities in accordance with the council's Supplementary Planning Guidance (Access for All) and Policy 3.8 of The London Plan, 2011.

27) The development shall not commence before details of the means by which wheelchair access is provided to the building, dwellings and open spaces, including the provision of parking spaces, have been submitted to and approved in writing by the council. Such details as approved shall be carried out prior to any use or occupation of the buildings or open spaces and thereafter permanently retained.

To ensure satisfactory access provision is made for people in wheelchairs in accordance with policy HO6 and TN4 of the adopted Unitary Development Plan, as amended 2007.

28) The development shall not commence before details of the refuse storage, including provision for the storage of recyclable materials, have been submitted to and approved in writing by the council. Such details as approved shall be implemented prior to the occupation of the development and thereafter permanently retained. All refuse/recycling generated by the development hereby approved shall be stored within the agreed areas. These areas shall be permanently retained for this use.

To ensure the satisfactory provision of refuse storage and recycling in accordance with policy EN17 of the Unitary Development Plan, as amended 2007.

29) The development shall not commence prior to the submission and approval in writing by the Council of a refuse management plan, and the details as approved shall be fully implemented prior to any occupation of the building and permanently thereafter retained.

To ensure the satisfactory provision of refuse storage and recycling in accordance with policy EN17 of the Unitary Development Plan, as amended 2007.

30) No development shall commence until a statement of how Secured by Design requirements are to be achieved has been submitted to and approved in writing by the council. The approved details shall be carried out before any use of that part of the development to which the approved details relate.

To ensure a safe and secure environment in accordance with policy EN10 of the Unitary Development Plan, as amended 2007.

31) Each Class A1 unit shall not commence trading until precise details of the mechanical ventilation (including hours of operation) and sound insulation for that particular unit have been submitted to and approved in writing by the Council, and such equipment as is approved has been fully installed and made operational. The machinery shall thereafter be retained in an operational manner acceptable to the council.

In order to ensure that the mechanical ventilation does not give rise to conditions detrimental to the amenities of surrounding occupiers by reason of noise and disturbance and/or smell, contrary to Policy EN21 of the Unitary Development Plan, as amended 2007.

32) Prior to commencement of the development hereby approved, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor / ceiling / walls separating the commercial part(s) of the premises from dwellings. Details shall ensure that the sound insulation (DnT,w and L'nT,w) and any other mitigation measures are sufficiently enhanced in order that the standard specified in BS 8233:1999 is achieved within noise sensitive premises and their external amenity areas. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

To ensure that the amenity of occupiers of the development site / adjacent dwellings / noise sensitive premises is not adversely affected by noise, in accordance with Policies EN20A, EN20B and EN21 of the Unitary Development Plan, as amended 2007.

33) Prior to the commencement of the development hereby approved, details shall be submitted to and approved in writing by the Council, of the noise and vibration levels of proposed commercial noise sources and building services plant including appropriate noise mitigation measures to ensure that the external noise level at the development site/ nearest and/ or most affected noise sensitive premises is 10dBA below background LA90, as assessed according to BS4142:1997, with all noise sources operating together and internal room and external amenity noise standards will be achieved in accordance with BS 8233:1999. The approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

To ensure that the adjoining occupiers are not unduly affected by noise and disturbance, in accordance with policy EN21 of the Unitary Development Plan, as amended 2007

34) The development shall not commence until a Construction Management Plan has been submitted to and approved in writing by the Council. The details shall include any

external illumination of the site during construction, contractors' method statements, waste classification and disposal procedures and locations, suitable site hoarding, dust and noise monitoring and control, provisions within the site to ensure that all vehicles associated with the construction works are properly washed and cleaned to prevent the passage of mud and dirt onto the highway, and other matters relating to traffic management to be agreed. All works shall be carried out in accordance with the approved plan.

To ensure no unacceptable adverse effect on the amenities of surrounding occupiers or the local highways, in accordance with Policies EN21 and TN15 of the Unitary Development Plan, as amended 2007.

35) The development shall not be occupied prior to the submission and approval in writing by the Council of a Strategic Travel Plan, which shall include information on how alternative methods of transport to and from the development, other than by car, will be encouraged by the applicants. No part of the development shall be used or occupied prior to the implementation of the Travel Plan in accordance with the approved details, and the Travel Plan shall thereafter continue to be fully implemented.

To ensure that the use does not generate an excessive number of car trips which would be contrary to the Council's policies of car restraint set down in Policy TN13 of the Unitary Development Plan, as amended 2007.

36) Prior to commencement of the development, details of anti-vibration measures shall be submitted to and approved in writing by the Council. The measures shall ensure that any machinery, plant/ equipment, extract/ ventilation system and ducting are mounted with proprietary anti-vibration isolators and fan motors are vibration isolated from the casing and adequately silenced. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

To ensure that the amenity of occupiers of surrounding premises is not adversely affected by vibration, in accordance with Policies EN20A, EN20B and EN21 of the Unitary Development Plan, as amended 2007.

37) No development shall commence until a fully detailed sustainability statement, incorporating an energy strategy, has been submitted to and approved in writing by the council. The approved details shall be carried out before any use of that part of the development to which the approved details relate.

To ensure an energy efficient development to help reduce its carbon dioxide emissions, in accordance with Policies 5.2, 5.3, 5.6 and 5.7 relating to energy demand, energy efficiency and renewable energy of The London Plan 2011.

38) The development hereby permitted shall not commence until a surface water drainage scheme, based on sustainable drainage principles, has been submitted to and approved in writing by the council. The scheme shall be implemented in accordance with the approved details prior to first occupation of the development hereby permitted, and thereafter permanently retained.

To prevent any increased risk of flooding and to ensure the satisfactory storage of/disposal of surface water from the site in accordance with Policy 5.13 of The London Plan 2011 and PPS25.

39) No water tanks, water tank enclosures or other structures shall be erected on the roofs of the building hereby permitted, without planning permission first being obtained.

The Council wishes to exercise future control over development which may detract from the appearance of the building and negatively impact on the street scene in accordance with policies EN2 and EN8 of the Unitary Development Plan, as amended 2007.

40) No development shall take place until a methodology has been submitted to and approved in writing by the Council of how television interference as a result of the development hereby approved would be remediated. Such methodology as approved shall be implemented as appropriate to remediate any television interference immediately upon its discovery.

To ensure that television interference caused by the development is remediated in accordance with Policy G3 of the Unitary Development Plan, as amended 2007.

41) Prior to commencement of the development hereby approved, details of external artificial lighting shall be submitted to and approved in writing by the Council. Details shall demonstrate that vertical illumination of neighbouring premises is a maximum of 10lux at ground floor and 5lux at first and higher floor levels. The recommendations of the Institution of Lighting Professionals in the 'Guidance Notes For The Reduction Of Light Pollution 2005' shall also be met with regard to glare and sky glow. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

To ensure that the amenity of occupiers of the development site / surrounding premises is not adversely affected by lighting, in accordance with Policies EN20C and EN21 of the Unitary Development Plan, as amended 2007.

42) No impact piling shall take place until a piling method statement (detailing the type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water or sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the Council in consultation with the relevant water or sewerage undertaker. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

The condition has been requested by Thames Water as the proposed works would be in close proximity to underground water and sewerage utility infrastructure; the condition is necessary to ensure that these are protected during construction, in accordance with policies 5.14 and 5.15 of The London Plan, 2011.

43) All balconies provided as part of the development shall have drained level access doorways.

In order to provide accessible space in accordance with policy 3.8 of the London Plan 2011, and the council's adopted Access for all adopted supplementary planning guidance.

44) The development shall not be occupied prior to details of the provision of electric charging points at basement level having been submitted to and approved in writing by the council. Such details as approved shall be implemented prior to any use of the car parking spaces to which the details relate.

To ensure the appropriate distribution of specialist parking through the development , in accordance with policy 6.13 of The London Plan, 2011 and policies TN4 and TN15 of the Unitary Development Plan, as amended 2007.

Reason(s) for granting planning permission:

1) 1.The proposed development would bring significant regeneration benefits to the area, both in terms of community uses and housing, and because it is a well designed building within a high quality public realm that relates well to Wormholt Park and to the surrounding area. The scheme would achieve a sustainable development in accordance with PPS1, which promotes efficient use of land through mixed use development, reducing the need to travel, and in accordance with the general policies of the development plan. The latter policies include policy GO of the UDP, which encourages sustainable development including, amongst other things, co-ordinated land use and transportation, conserving and enhancing environmental quality and biodiversity, ensuring a choice of housing accommodation, including for people on lower incomes and seeking an adequate range of facilities available to all members of the community. They also include UDP policy G3 which seeks to conserve, protect and enhance the quality, character and identity of the borough's built up and open environments and London Plan policies 3.4 and 4.2 which seeks to ensure that development proposals optimise the quantum of use, compatible with the local context.

2.The proposed development would bring forward much needed additional housing in accordance with London Plan policy 3.3. The mixture of market housing and affordable housing, in the form of intermediate shared ownership units, is considered acceptable having regard to development plan policies particularly London Plan policies 3.11 and 3.12. The former policy requires boroughs in setting overall targets for affordable housing provision in accordance with the requirements of The London Plan to take account of local and general assessments of need and the mayor's strategic target for affordable housing provision that 40% of provision should be affordable. Within that, local authorities should take into account the London-wide objective of 60% social rent and 40% intermediate units and the promotion of mixed and balanced communities. London Plan policy 3.12 states that boroughs should seek the maximum reasonable amount of affordable housing when negotiating on individual mixed-use schemes, having regard to matters including the need to encourage rather than restrain residential development and the need to promote mixed and balanced communities. The tenure mix is considered acceptable in this instance, particularly taking into account the assessment of local need, the existing tenure mix in the area and of bringing forward a balanced mixed use development with positive benefits for the area.

3.The housing brought forward by the development would be an appropriate mix, having regard to the objective of securing family and non-family units and special needs housing, in accordance with UDP policy H06. It would also respect the aims of policy H014 which requires compliance with the principles of sustainable waste management. The internal design and layout of the housing units is considered acceptable, although not all of the one bed units would meet the minimum space required by standard S7A and London Plan policy 3.5. There is provision made for private amenity space, though none is required in the UDP, which would benefit the future occupiers. The context of the development, particularly, the close proximity of Wormholt Park is considered such that there would be adequate play space, (including new play area and equipment secured by S106) very close by, in accordance with policy 3.6 of The London Plan, which seeks to ensure that all children have safe access to good quality well-designed secure and stimulating play and informal recreational provision.

4.This mixed use development is considered appropriate and beneficial, having regard to UDP policies SH1 and CS2 and to London Plan policies 3.16, 3.2, and 3.17. The inclusion of shops within the scheme would accord with UDP policy SH1, which seeks to retain and improve accommodation suitable for 'A' class uses. The former Janet Adegoke swimming pool, which was closed around 2002, has been replaced off-site at the Phoenix High School (approximately 170m north of the application site) having been integrated with the fitness centre at the Phoenix High School and has become an important facility for local community. The need for social infrastructure and community facilities in the area and the need to improve the health of the local population and reduce health inequalities, in partnership with the London strategic health authority, primary care trusts and other organisations involved in delivering health services are to be addressed within this scheme, in accordance with the aim of London Plan policies 3.2, 3.16 and 3.17.

5.The development is considered to comply with UDP policies EN2, EN2B and EN8 and London Plan policy 3.5. The proposal is considered to represent an enhancement of the public realm and the development would be of a high quality design that would respect the local setting and provide a mix of integrated facilities and uses, responding to the needs of the local community. The character and appearance of the conservation area and its setting and views into and out of it would be preserved or enhanced.

6.The scheme properly addresses environmental issues. It is considered that UDP policy EN10, which requires a safe and secure environment, is complied with. The proposal, similarly, would accord with standard S5 and policy EN17 of the UDP in that it would incorporate suitable facilities for the storage and collection of segregated waste. UDP policies EN20A and EN20B would be complied with because the development would not cause any undue pollution, with no significant worsening of air quality nor undue noise. With controls in place, compliance with UDP policy EN21, which requires that development does not cause undue detriment to the amenities of neighbours, would be ensured.

7.Whilst the proposal would result in a modest encroachment into Wormholt Park, a portion of the development site would be used to replace the lost area. Furthermore, the development would introduce a new urban space adjacent to Bloemfontein Road and provide significant improvements to Wormholt Park, to be secured through a legal agreement. Accordingly, the proposal is considered to be acceptable having regard to UDP policies EN22, EN23, EN26, EN27 and EN29 which require that new developments make provision for open space, that tree planting is provided. The proposal would also have regard to London Plan policy 7.18, which seeks to ensure that the present and potential value of open space to communities is protected, enhanced and realised. UDP policy EN22 requires that any development on public open space only be permitted if development would preserve its openness. In this regard, the development was considered a departure from the development plan. However, because replacement land would be integrated into Wormholt Park, itself to be improved, the scheme is considered acceptable. The quality of the nature conservation area would not be prejudiced within this proposal and the area is not considered to be an area of significant or special nature conservation interest such that there would be demonstrable harm to wildlife value.

8.The impact of the proposal on the highway network and local parking conditions would be minimal, and the development is considered to accord with UDP policies TN4, TN6, TN13 and TN15 and standards S18, 19 and 20; which require development proposals to be assessed for their contribution to traffic generation and their impact on congestion, require proposals to be designed to facilitate ease of access by disabled people and require proposals to provide direct, convenient, safe and provide secure facilities for cyclists.

9.The impact of the proposed development upon adjoining occupiers is considered acceptable. In this regard, the proposal accords with UDP policy EN8, which requires developments to respect the principles of good neighbourliness, and with standard S13 with respect to preventing a significant loss of outlook or privacy to neighbouring occupiers and that no new roof terraces nor balconies be created, use of which might cause harm to the amenities of neighbours by reason of noise and disturbance.

For your information:

1) The applicant in consultation with Thames Water and the Council will aim to provide customers with an appropriate minimum water pressure and a flow rate where it leaves Thames Waters pipes.

Waste Comments
Thames Water requests that the applicant should incorporate within their proposal, protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions.

Surface Water Drainage - With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of Ground Water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required.

Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team.

A Trade Effluent Consent will be required for any Effluent discharge other than a 'Domestic Discharge'. Any discharge without this consent is illegal and may result in prosecution. (Domestic usage for example includes - toilets, showers, washbasins, baths and canteens). Typical Trade Effluent processes include: - Laundrette/Laundry, PCB manufacture, photographic/printing, food preparation, abattoir, farm wastes, vehicle washing, metal plating/finishing, cattle market wash down, chemical manufacture, treated cooling water and any other process which produces contaminated water.

Thames Water would recommend that petrol / oil interceptors be fitted in all car parking/washing/repair facilities. Failure to enforce the effective use of petrol / oil interceptors could result in oil-polluted discharges entering local watercourses.

Thames Water recommends the installation of a properly maintained fat trap on all catering establishments. We further recommend, in line with best practice for the disposal of Fats, Oils and Grease, the collection of waste oil by a contractor, particularly to recycle for the production of bio diesel. Failure to implement these recommendations may result in this and other properties suffering blocked drains, sewage flooding and pollution to local watercourses.

Water Comments
Thames Water recommends the following informative be attached to this planning permission. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

Supplementary Comments
There is evidence of surcharging local sewers. Peak overall discharge to combined sewer should be no greater than historical by means of surface water retention. If this cannot be achieved a study is recommended.

2)

The Environment Agency recommend that any above ground storage tank(s) (whether during construction phase or if they are required for the development) should be sited on an impervious base and surrounded by a suitable liquid tight bonded compound. They also advise that underground chemical, oil or fuel storage tanks should be constructed of material resistant to attack by the substance stored therein and protected against corrosion.

This decision notice is in draft only

On behalf of the Director of Environment
Duly authorised by the Council to sign this notice.

Notes:
This decision is a planning permission under Part III of the Town and Country Planning Act 1990 only. It must not be taken as implying that the Council will grant any other consent, permission or approval that may be necessary in connection with the development, whether under any other statutory powers or in any other capacity.

This planning permission should be read in conjunction with the legal agreement dated: **9th November 2011.**

Refer to the Statement of Applicants' Rights and general information enclosed.

SCHEDULE 3

HIGHWAY WORKS

Improvements and alterations to the public highway and public footway at the Site which shall include all the works specified in paragraphs 2, 6, 7 and 8 of this Schedule 3 and may also include at the sole discretion of the Council all or part of the works referred to in the other paragraphs of this Schedule 3:

1. the upgrading of the footway around the entire Site shown for the purposes of identification only on the attached Plan No. 1;

2. provision of one loading bay on Sawley Road and provision of one loading bay on Bryony Road;

3. provision of new bus stop on Bloemfontein Road, subject to the successful introduction of the relevant bus route;

4. provision of new or upgraded pedestrian crossing to Bloemfontein Road;

5. provision, alteration or relocation of traffic calming measures associated with the Development;

6. provision of disabled parking bays;

7. provision of one new vehicle crossover on Sawley Road and provision of one new vehicle crossover on Bloemfontein Road;

8. reinstatement of redundant vehicle crossover to the footway on Bryony Road;

9. replacement and replanting of any street tree(s) to be removed with associated Highway Works; and

10. replacement of any street furniture to be removed with associated Highway Works; and

11. alteration (physical and legal) of any existing on-street parking spaces required to implement the Development.

The work involved in the construction of all the above improvements and alterations includes:-

1. general preliminaries;
2. alterations to statutory undertakers' pipes, cables, plant and equipment as necessary;
3. surface water drainage alterations as may be required for new gullies, manholes, connections and all pipework required;
4. provision and relocation of lighting columns and any other street furniture as necessary, and all associated electrical work;
5. provision of road markings and traffic signs both temporary and permanent, where necessary;
6. footway and carriageway works and alterations including embellished surfacing on approach to crossings; and
7. parking or waiting restrictions as required by the Council fronting the Development.

The Works shall be designed and constructed in accordance with the Department for Transport memoranda, standards and advice notes including the latest amendments thereof, or the Council's latest streetscape guidance, Streetsmart.

11. alteration (physical and legal) of any existing on-street parking spaces required to implement the Development.

The work involved in the construction of all the above improvements and alterations includes:-

1. general preliminaries;
2. alterations to statutory undertakers' pipes, cables, plant and equipment as necessary;
3. surface water drainage alterations as may be required for new gullies, manholes, connections and all pipework required;
4. provision and relocation of lighting columns and any other street furniture as necessary, and all associated electrical work;
5. provision of road markings and traffic signs both temporary and permanent, where necessary;
6. footway and carriageway works and alterations including embellished surfacing on approach to crossings; and
7. parking or waiting restrictions as required by the Council fronting the Development.

The Works shall be designed and constructed in accordance with the Department for Transport memoranda, standards and advice notes including the latest amendments thereof, or the Council's latest streetscape guidance, Streetsmart.

SCHEDULE 4

WORMHOLT PARK WORKS

Improvements and alterations to be carried out to Wormholt Park as shown indicatively on attached Plan No. 2 which may include at the sole discretion of the Council all or part of the works as follows:

Part A: The Council's Wormholt Park Works

1. improvements and expansion of the existing 6 to 12 year old play area in the south west corner of the park and the relocation of the toddlers 0 to 5 year old play area currently located on the north eastern side of the park to the south west corner of the park ;

2. relocation and improvement of tennis courts;

3. installation of a new wheel sport facility such as a skate/skateboard/BMX bicycle park;

4, improvements to the hard and soft landscaping of Wormholt Park;

Part B: The Owner's Wormholt Park Works

1. installation of new gates to Wormholt Park fronting Bloemfontein Road;

2. installation of lighting for the path to Wormholt Park as it passes beneath the main building within the Site.

SCHEDULE 5

DRAFT SHARED OWNERSHIP UNITS NOMINATIONS AGREEMENT

APPENDIX 1

Dated ________________________________ 2011

Notting Hill Home Ownership Limited
-and-
Building Better health (White City) Limited

- and -

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HAMMERSMITH & FULHAM

FIRST STEPS SHARED OWNERSHIP NOMINATION AGREEMENT

On land known as Janet Adegoke Centre, 56 Bloemfontein Road and 1 Sawley
Road London W12 7DH
2011/01744/FUL

AGREEMENT

DATED **2011**

PARTIES

(1) Notting Hill Home Ownership Limited (Industrial and Provident Society No. IP23066R) whose registered offices is 1 Butterwick, Rear of Metro Building, Hammersmith, London W6 8DL
("the Registered Provider" which expression shall where the context so admits include its successors in title and mortgagees)

Comment [j1]: Check if NHHO are a separate entity from NHHG and registered address is still correct.

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH & FULHAM** of Town Hall, King Street, Hammersmith, London W6 9JU ("the Council" which expression where the context so admits include its successors in title and assigns)

RECITALS

(A) The Council and Building Better Health (White City) Limited entered into an Agreement under Section 106 of the Town and Country Planning Act 1990 dated xx xxxx 2011 to facilitate and enable the provision of affordable housing on that land at Former Janet Adegoke Leisure Centre, 56 Bloemfontein Road and 1 Sawly Road, London W12 7DH shown edged red on the Plan annexed hereto ("the Land") together with vehicular access and landscaping ("the Development").

Comment [j2]: Date to be inserted

(B) The Development has commenced.

(C) The Private Registered Provider and the Council have agreed that the Units

Comment [j3]: HCA have recently changed the name they use for housing associations.

described in clause 1.13 which are constructed on the Land are to be sold under Intermediate Housing Leases to persons falling within priority groups whose needs and resources meet certain agreed criteria.

(D)

IT IS AGREED AS FOLLOWS:

1 **DEFINITIONS AND INTERPRETATION**

1.1 **"Accommodation Suitability Criteria"**

means the accommodation suitability criteria set out in Schedule 1;

1.2 **"Day"**

means a working day excluding Saturdays Sundays Bank Holidays, Council and Registered Provider special holidays

1.3 **" h&f Home Buy"**

means the organisation, or any successor organisation, that is the principal delegated agent of the Zone Agent, Metropolitan Home Ownership or any successor organisation, and is responsible for all low cost home ownership products in the area of the London Borough of Hammersmith & Fulham.

1.4 **"Homes and Communities Agency"**

means the Homes and Communities Agency of of Palestra, 197 Blackfriars Road, London SE1 8AA or its statutory successor;

1.5 **"Index"**

The Office for National Statistics Average weekly Earnings Index.

1.6 **"Minimum Selection Criteria"**

means the minimum selection criteria set out in Schedule 1;

1.7 **"Nominee"**

means a proposed purchaser of a Unit who has been accepted by the Council as a nominee in accordance with the nomination list procedure set out in Appendices 1-4;

1.8 **" First Steps Shared Ownership"**

A dwelling funded by the Homes and Communities Agency for part buy part rent sold to an eligible purchaser by way of a shared ownership lease.

1.9 **" Private Registered Provider" (PRP)**

Any organisation registered with the Tenant Services Authority as a provider of social housing in accordance with Section 80 of the Housing and Regeneration Act 2008 . This can include Housing Associations, Local Authorities and private companies The term is often abbreviated to "Registered Provider".

1.10 **"Resale"**

means an assignment of a Shared Ownership Lease by a leaseholder of a Unit but shall not include the assignment of a Shared Ownership Lease where the leaseholder has stair cased to 100% or where the Registered Provider does not have the right to nominate a person to take an assignment of a Shared Ownership Lease

1.11 **Schedule 1**

means the schedule marked Schedule 1 annexed to this Agreement

1.12 **Shared Ownership Lease"**

means a lease based upon the Homes and Communities Agency's (or successors) sample lease for shared ownership housing or such other shared ownership lease

1.13 **Unit"**

means one of the Units constructed in the Development which is allocated for sale under a Shared Ownership Lease by the RP pursuant to the terms of this Agreement comprising:

18 x 2 bed flats

7 x 3 bed flats

1.14 **"Practical Completion"**

means when the Units are substantially completed and are ready for occupation

1.15 **"Zone Agent"**

means the organisation appointed by the Homes and Communities Agency to provide a one stop shop service for assessing the eligibility for and the marketing of low cost home ownership schemes within the geographical zone to which to which it has been appointed .

2 CO-OPERATION

In entering into this Agreement the parties agree to:

2.13 co-operate and at all times to act in good faith towards each other; and

2.14 do all acts matters deeds or things reasonably required by the other party to better facilitate the disposal of any particular Unit

3 MARKETING

3.1 The PRP will agree a marketing plan with h&f HomeBuy at least 9 months prior to practical completion. Marketing will be particularly directed at social housing estates neighbouring the development to offer local residents the opportunity to access low cost home ownership options.

3.2 The PRP will contact h&f Home Buy 6 months prior to Practical Completion with details of properties which have been allocated to First Steps Shared Ownership nominees. The standard Property Detail pro-forma (see Appendix 4) should be used, one for each set of flats with the same bedroom size, income band and floor level.

3.3 h&f Home Buy will invite qualifying applicants to apply to be considered for the new development and to notify the applicants of a deadline for responses to be received. The invitation is to include reference to the need to meet the eligibility criteria, including the income bands . The invitation to applicants will be issued no later than 7 working days after the completed pro-formas have been received, or a later date if agreed by both h&f Home Buy and the PRP.
For details of the process to follow, including pro-formas see Appendices 1-4

3.4 If 4 weeks prior to Practical Completion , none of the Council's nominees have exchanged contracts for a specific shared ownership unit the PRP shall be free to nominate to those applicants meeting the eligibility criteria for London (employed people with a local connection ie working or living in the area and serving a community in the area or nearby with a maximum household income set by the Regional Housing Board at the time of notification of the availability of the units by the PRP to H&F HomeBuy)

4 SELECTION OF NOMINEES

4.1 The PRP agrees that nominees should have an annual income of between £19,000 and the maximum set by the Regional Housing Board at the time of notification of the availability of the units by the PRP to h&f HomeBuy) and that preference will be given to those on lower incomes within this income range . The minimum income criteria can be disregarded in cases where h&f HomeBuy is able to make a nomination of a household with sufficient capital to enable a lower income to be used e.g. a pensioner with savings (see Schedule 1).

The specific details of the units to be sold and the affordability criteria for each is detailed below:

a) 18 two bed units will be sold so as to be affordable to a household with a gross annual income of the maximum set by the Regional Housing Board at the time of notification of the availability of the units by the PRP to h&f HomeBuy or less per year. In addition the total housing costs (mortgage, rent on unsold equity and service charges) should come to no more than 40% of net income, where net income is assumed to be 70% of gross income.

Comment [j4]: I have not been able to find person size or maximum income thresholds for any of the shared ownership units.

b) 7 three bed units unit will be sold so as to be affordable to a household with a gross annual income of the maximum set by the Regional Housing Board at the time of notification of the availability of the units by the PRP to h&f HomeBuy or less per year. In addition the total housing costs (mortgage, rent on unsold equity and service charges) should come to no more than 40% of net income, where net income is assumed to be 70% of gross income.

4.2 Affordability will be based on no more than 40% of net income being spent on household costs (ie rent on unsold equity, mortgage costs and service charges). Net income will be 70% of gross income. All income thresholds are to increase from the date of the S106 Agreement in accordance with any increases in the

Index from year to year.

4.3 The PRP agrees to follow the Council's priorities for Rehousing as laid out in Appendix 1

5 NOMINATION LISTS

Throughout the course of the development programme for the Development and the marketing of the Units for sale, PRP and the Council shall respectively observe and comply with the procedures and requirements set out in Appendices 1-4 relating to the approval of Nominees by the Council

6 RESALES

6.13 The Council may nominate persons for a Resale provided that:-

6.13.1 PRP is satisfied that the Nominee can afford to buy a Shared Ownership Lease and satisfies the Minimum Selection Criteria and Accommodation Suitability Criteria. The criteria for resales and the minimum earning requirement will vary depending on the value of the share being sold by the leasehold.

6.13.2 h&f Home Buy undertake to invite qualifying applicants to register their interest in the property, including eligibility criteria, who to contact and deadline for responses within 10 working days of being notified of the details of the vacancy . After this the usual h&f Home Buy procedures of shortlisting & prioritisation will be followed.

6.14 If RP is not satisfied that the Nominees meet the requirements in clause 6.13.1 or the Council fails to nominate successfully within 1 calendar month following the date of receipt of the notification of availability of the property as set out in clause 6.1.2 then in either event PRP will be free to allocate the Resale as it shall decide, save that it must notify H&F HomeBuy if the name and address of the proposed purchaser and H&F HomeBuy must confirm that the sale can progress, this confirmation not to be unreasonably withheld.

6.15 At the end of every monthly period (commencing with the date of this Agreement) PRP will send the Council a schedule setting out details of all completed Resales and other sales in the relevant monthly period and whether or not the Resale was to a Nominee

7 EXCLUSIONS

7.1 The obligations in this Agreement shall not be binding upon:

7.1.1 any person to whom PRP grants a Shared Ownership or any other Intermediate Housing Lease or any successor in title to any such person; or

7.1.2 any mortgagee of any Tenant or person to whom RP grants a Shared Ownership Lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver;

7.1.3 any person whom by virtue of the terms of a Shared Ownership Lease is granted or has transferred to such a person either a reversionary interest or a new lease pursuant to the terms of a Shared Ownership Lease of such Unit; or

7.2 The obligations in this Agreement shall not be binding on any mortgagee of PRP in respect of the said Land or any part of the said Land when exercising a power of sale or upon any receiver appointed by such mortgagee over the same or a person who is a successor in title to or derives title through or under any such mortgagee or receiver appointed by such mortgagee with the intent that such mortgagee receiver or successor in title shall be entitled to sell let charge or otherwise deal with the said Land or the relevant part of the said land free from the provisions of this Agreement

8 TERM OF AGREEMENT

This Agreement shall expire on the thirtieth anniversary of the date the last Unit in the Development is allocated for sale under a Shared Ownership Lease by PRP

9 UNLAWFUL DISCRIMINATION

9.1 PRP shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modification or re-enactment of that Act

9.2 PRP shall take all reasonable steps to secure that all employees or agents of PRP and all sub-contractors employed in the performance of this Agreement do not unlawfully discriminate as set out in clause 9.1

10 DISPUTE RESOLUTION

In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force

11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

APPENDIX 1

No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and all third party rights as may be implied by law or deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law

APPENDIX 1

SCHEDULE 1

Nominations Procedure

See also appendices 1-4

MINIMUM SELECTION CRITERIA

Both the following must be met:

- The applicant's income or financial situation should be appropriate for the interest in the Unit proposed to be purchased and

- The applicant is purchasing an equitable interest in residential property for the first time . If the applicant is a previous home owner but does not have the means to purchase suitable accommodation in the borough they are still able to purchase a property via the Intermediate route. An applicant with substantial equity shall be considered if the social circumstances justify it or the applicant's existing home is subject to a compulsory purchase order or threat of a compulsory purchase order promoted by the Council

ACCOMMODATION SUITABILITY CRITERIA

The criteria to be applied, so far as is practicable, in matching the household of the applicant for a Shared Ownership Lease with the Unit available is:

1) Couples & single parents with one or more children will be offered accommodation which provides one bedroom for the parent(s) and one bedroom for each child and in circumstances where there is no suitable applicant for three or four bedroom accommodation they may be offered an additional bedroom. If in line with the Council's allocation policy for social rented properties and/or in line with the allocations policy in use by Notting Hill Housing Group children may be able to share bedrooms.
2) Couples and single parents with one or more children will have priority over

applicant(s) without children in respect of two bedroom accommodation.

3) Where the nominee is a social housing tenant and will be leaving a larger property they will be allowed and given priority for an additional bedroom above their assessed housing need , so long as there is still a net gain to social housing of at least one bedroom (ie if a pensioner couple leave a 4 bed council or housing association flat they would be entitled to a 2 bed shared ownership property).

Appendix 1

How does the council decide who should be shortlisted for a New Build Home Buy property?

When a New Build Home Buy property becomes available we alert all the people registered with h&f Home Buy via email. Once the property has been viewed and firm expressions of interest made by those people who are interested in moving to the property the council are sent a list of these people by the developing Housing Association or their agents from which we create a prioritised shortlist.

Because more people express an interest in low cost home ownership than we have available properties the council has to prioritise which people will be given the opportunity to purchase.

The council has followed government and local priorities when deciding who will be prioritised for Home Buy properties.

Priority is given in the order listed below:

P1* Social housing tenants (secure council & assured housing association tenants) with preference given to those who live within the boundaries of LB Hammersmith and Fulham (LBHF) (as defined by First Steps London)

P1* Serving MoD Personnel (as defined by First Steps London)

P2 Applicants to whom the LBHF have accepted a duty to provide accommodation under the homelessness legislation. Includes those people placed in temporary accommodation.

P3 Applicants who have a recognised disability. For more information please contact a Customer Relations Advisor on 020 8753 6464.

P4.1 Key Workers as defined by LBH&F's Key Worker Allocations Quota

P4.2 Applicants who are registered on the council's housing register for socially rented accommodation, or who have submitted an application which is under assessment. Where all circumstances are equal, *prioritisation within this band will follow LBH&F's*

allocation policy.

P5 Applicants who live or work in Hammersmith & Fulham and who do not fall into any other priority category.

R Applicants with incomes over £60,000. These applicants may register with h&f Home Buy but will only be eligible at the discretion of the Home buy Service Manager for resale properties where the required income is over £60,000. Customers in this category will be considered for developments where maximum income limit is that of the London Plan (currently £64,000)

Within each category we prioritise those people who have the lowest incomes needed to purchase the property above those with higher incomes unless there is a clear need for the property.

***** dependent on funding stream of development***

Please be advised that LBH&F reserves the right to change the prioritisation model at anytime without notice

Appendix 2

The nomination process for a new development.

(See Appendix 3 for flowchart)

2.1 The developing RP will contact h&f Home Buy 6 months prior to completion date with details of properties which have been allocated to First Steps Shared Ownership nominees. The standard Property Detail pro-forma (see Appendix 4) should be used, one for each set of flats with the same bedroom size, income band and floor level.

2.2 h&f Home Buy to invite qualifying applicants to apply to be considered for new development and to notify the applicants of a deadline for responses to be received, along with eligibility criteria (including income bands) & contact details for the RP. The invitation to applicants will be issued no later than 7 working days after the completed pro-formas have been received, or a later date if agreed by both h&f Home Buy and RP.

2.3 Qualifying applicant(s) are invited to view property by the RP and further financial appraisal is to be undertaken of those people who registered a firm interest in the property . h&f Home Buy will then be sent a list of these people by the RP.

APPENDIX 1

h&f Home Buy will order the list in accordance with Council priorities & return it to the RP within a deadline to be set depending on the size of the scheme. For this development the deadline will be following a minimum of 4 working days and a maximum of 7 working days.

List sent to h&f Home Buy by RP

- Full name of applicant
- Their Job Title
- Complete address.
- Telephone number
- The income amount told them by the customer
- The savings amount told them by the customer
- Details of any outstanding debts or financial obligations
- Unit to be purchased, equity share and price

From h&f Home Buy to RP

- h&f Home Buy registration number
- Prioritised position
- Full name
- Full address
- Whether they are a keyworker
- Whether they are a social housing tenant
- Income amount stated on the application
- Savings amount stated on the application
- Debt amount stated on the application
- Permanently employed Y/N
- Number of people stated on the application and household composition
- Telephone number

- Email address

Note: RPs must send the list of interested people who have viewed the property to the general h&f Home Buy email box at h&fhome-buy@lbhf.gov.uk, and not to individual officers.

2.4 The RP uses the prioritised shortlist to contact the interested parties in the prioritised order, arrange interviews if they are required, and then offer the property(ies) .

2.5 h&f Home Buy are to be informed on the progress of nominees purchasing property by the RPs. The Association will, having taken into account the Council's priorities as set out in Appendix 1, by notice in writing, offer a tenancy of a Unit to the Shared Ownership Occupier and such Shared Ownership Occupier shall have three days from the date of receipt of the Notice in which to accept such offer in writing.

2.6 The RP must advise the Council on completion dates for successful applicants. Where successful applicants are Council or RP tenants, the RP should advise the applicant that they should sign a Tenancy Termination Form & that the applicant should check that the rent is up to date on the property they are vacating.

1. RP will on exchange of contracts, inform h&f Home Buy forthwith in writing with the details of the estimated and confirmed completion date .

2. Should the property vacated be in the ownership of the Council or an RP operating in LBHF h&f Home Buy will:

    2.1 for a Council property ensure that the relevant area housing office is informed of the completion date and the proposed date of vacation of the property

2.2 for property owned by an RP update their nominations records

2.3 arrange for the Nominees name to be removed from the Council's Housing Register

2.4 For property owned by an RP ensure that the Council is able to make a nomination to the resultant void

3. At the end of completion of all Units within the scheme, RP will send the h&f Home Buy Service Manager a summary list of all applicants and details of the Units allocated to them

Appendix 3

First Steps Shared Ownership Nominations Process

Property details sent from RP to h&f Home Buy
6 months prior to completion date

↓

H&f Home Buy invites nominees via email alerts to apply for specific development with deadline for response to RP

↓

RP arranges viewings

↓

After viewings RP contacts h&f Home Buy with list of interested applicants

↓

H&f Home Buy prioritise list and return it to RP within 4-7 working days

↓

Top shortlisted applicant is made formal offer , if s/he does not accept in writing within 3 working days the RP passes on to the next person on the shortlist

↓

RP passes result to h&f Home Buy so that register can be updated

Appendix 4

Cover sheet, property information and completion sheets for Nomination requests for First Steps Shared Ownership:

h&f Home Buy

Request for First Steps Shared Ownership nominations

Thank you for requesting nominations for your First Steps Shared Ownership development.

In order for h&f Home Buy to market your properties effectively to our clients you should:

1. Complete the pro forma sheet attached and send any relevant information regarding the development. Floor plans should be included
2. Attend a meeting with a member of the team to discuss the scheme and arrange a date to view the development.
3. Advise h&f Home Buy of any marketing you will be conducting in-house
4. Send to h&f Home Buy a list of any interested parties you have already logged who have shown an interest in your development
5. Provide full pricing information on each unit for sale
6. Provide your affordability percentage calculator

Email this information to - h&fHome-Buy@lbhf.gov.uk

APPENDIX 1

h&f HomeBuy First Steps Shared Ownership Marketing Pro forma	**To be completed and sent back no less than** **6 months prior to completion**
Development marketing name	
Block name and address	
Sales Manager	
Contact details	
Line Manager	
Contact details	
Details for clients to contact RP	
Date handover expected	
Key worker properties	
Full market value 1 bed	
Full market value 2 bed	
Full market value 3 bed	
Minimum share	
Minimum income	
Maximum income	
Rent percentage	
Parking available	
In house marketing that will be carried	

out	
Floor plans enclosed	
Viewing dates	
List of interested clients enclosed	
Affordability calculator enclosed	

IN WITNESS whereof RP has set its hand to this deed and the Council has caused its Common Seal to be hereunto affixed the day and year first before written

The COMMON SEAL of)
THE COUNCIL OF)
THE LONDON BOROUGH OF)
HAMMERSMITH & FULHAM is)
hereunto affixed in the presence of:)

Authorised Officer

EXECUTED as a DEED by affixing)
the COMMON SEAL of [RP])
in the presence of)

Authorised Signatory

Authorised Signatory

SCHEDULE 6

DATED [ ] 201[ ]

(1) Building Better Health (White City) Limited

(2) [The Transferee]

(3) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham

DEED OF COVENANT

Relating to

[full address of the Property]

APPENDIX 1

THIS DEED is made on 200[ ]

BETWEEN

(1) BUILDING BETTER HEALTH (WHITE CITY) LIMITED (***the Transferor***) of North Suite, 1st Floor, Park Lorne, 111 Park Road, London NW8 7JL

(2) [The Transferee] (***the Transferee***) of [address]; and

(3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF Hammersmith and Fulham (***the Council***) of Town Hall, King Street, London W6 9JU

1 Recitals

1.1 The Council is the local planning authority for the purposes of this Deed for the area within which the Property is situated and by whom the obligations in an agreement made between the Council and Building Better Health (White City) Limited and dated [18th November 2011] ("the Agreement") in this Deed are enforceable

1.2 The Transferor is the registered proprietor at HM Land Registry of the Property with title absolute under title number [ ]

1.3 By a transfer of even date the Transferee is entitled to be registered at HM Land Registry with title absolute of the Property pursuant to an agreement with the Transferor for the sale and purchase of the Property dated [ ] and made between the same parties as are parties hereto

1.4 The Transferor and the Transferee are required to enter into this Deed by the Council under the Agreement which imposes obligations as to the identity of potential owners and occupiers and limitations on the sale price of Discount Market Sale Units (as such units are defined in the Agreement)

2 Definitions

In this Deed, the following words shall have the following meanings:-

Agreement

means the Section 106 Agreement entered into by the Council and the Transferor dated [ ] 18th November 2011

Availability Notice

means a written notice from the Transferee served on the Council (marked for the attention of the Director of Community Services or such other officer as is nominated by the Council from time to time) indicating the Transferee's intention to dispose of the Property and including the information in paragraph 1 of the Third Schedule

Council's Home Buy Unit

means the organisation that is the principal delegated agent of the Zone Agent, Metropolitan Home Ownership, and is responsible for all low cost home ownership products in the area of the London Borough of Hammersmith & Fulham or any successor organisation

Deed of Release

means a deed in the form attached as the Second Schedule to this deed

Determining Surveyor

means an independent person suitably qualified and jointly appointed by the Transferee and the Council (which appointment may be terminated by either Party on reasonable notice whereupon a suitable replacement will be agreed between the Parties) acting (as expert not arbitrator) equally for each Party but at the Tranferee's expense to value the Property on an Open Market Value basis pursuant to the provisions of paragraphs 3.1(i) and 3.1(ii) of the Third Schedule of this Deed

Development

means the development of the Site permitted by the planning permission granted pursuant to the planning application allocated statutory registration no: 2011/01744/FUL

Discount Purchaser Nomination List

means a written list to be provided by the Council to the Transferee from time to time in accordance with the provisions of paragraph 4.4 of the Third Schedule of this Deed

Disposal
means

(a) any freehold transfer of the Property or

(b) the grant or transfer of any Lease or Tenancy of the Property or any part of it for a term in excess of 21 years

and "Dispose" "Disposee" and "Disposed" shall be construed accordingly

Equity Payment
means [ ]% of Open Market Value

H & F Homebuy Register means a register compiled and managed by the Council's Home Buy Unit listing those people who have expressed an interest in purchasing intermediate housing

Open Market Value
means the best price at which the sale of an interest in property would have been completed unconditionally for cash consideration on the date of valuation assuming:-

(a) a willing seller;

(b) that, prior to the date of valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and for the completion of the sale;

(c) that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;

(d) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

(e) that both parties to the transaction had acted knowledgeably prudently and without compulsion

as agreed between the Council and the Transferee (or failing their agreement as certified by a suitably qualified expert whose appointment is agreed between them)

Property
means the property known as [full address of the unit] as shown edged red on the attached plan

Relevant Discounted Sale Price

means the sum equivalent to [ ]% of the Open Market Value (being 100% of the Open Market Value less the Equity Payment)

Transferee
means [name of the purchaser of the unit] of [address] and their successors in title to the Property and where the context so admits the term "Transferee" shall include their mortgagee and their personal representatives

Transferor

means Building Better Health (White City) Limited of North Suite, 1st Floor, Park Lorne, 111 Park Road, London NW8 7JL and its successors in title to the Property

Working Days

means any day (other than Saturday) on which banks are usually open for business in England & Wales

Zone Agent

means the organisation appointed by the Housing Corporation to provide a one stop shop service for assessing the eligibility for and the marketing of low cost home ownership schemes within the geographical zone to which to which it has been appointed .

3 Transferee's Covenants

Subject to clause 8 hereof unless the Council expressly agrees in writing to the contrary the Transferee for itself and its successor in title to the Property and each and every part thereof HEREBY COVENANTS with the Transferor and the Council as follows:-

3.1 The Transferee shall not sublet the Property

3.2 The Transferee shall not enter into a contract to Dispose of the Property unless the Transferee shall have first served an Availability Notice on the Council in respect of the Property

3.3 In the event that

3.3.1 the Council requires the Transferee to do so not to Dispose of the Property until it has entered into a Deed of Release and covenanted to pay the Equity Payment to the Council upon legal completion of that disposal PROVIDED ALWAYS that in the event that the Council has not responded in writing to an

Availability Notice within 10 Working Days after receipt of the same then it shall be deemed not to require the Transferee to enter into a Deed of Release

3.3.2 the Transferee executes a Deed of Release then the Council and the Transferor shall use reasonable endeavours to execute the Deed of Release within 10 Working Days after each of them receives the said Deed of Release and the Council and the Transferor will take all appropriate steps to remove the restriction referred to in Clause 4 below from the charges register of the Property

3.4 In the event that the Council does not require it to enter into a Deed of Release pursuant to Clause 3.2 of this Deed

3.4.1 the Transferee shall not Dispose of the Property otherwise than in accordance with the provisions of the Third Schedule hereto; and

3.4.2 the total consideration payable upon a Disposal of the Property by a Transferee to a Disposee shall not exceed the Open Market Value of the Property less the amount of the Equity Payment as defined in and calculated pursuant to the Agreement; and

3.4.3 the Transferee shall not Dispose of the Property without first procuring that (in the case of a purchaser or lessees) such Disposee enters into a Further Deed of Covenant in the form of deed contained in the First Schedule to this Deed

4 The Restriction

4.1 The Transferor and the Transferee and the Council hereby apply to the Chief Land Registrar for the following Restriction to be entered in the Register of the title to the Property:-

> "No disposition of the registered estate (other than a charge or a disposal by the proprietor of any registered charge over the Property pursuant to its legal power of sale) by the proprietor of the registered estate is to be registered without a certificate signed by the Transferor or his conveyancer and the Council that the provisions of Clause 3 of a Deed dated [ ] 200[ ] between Building Better Health (White City) Limited (1) and [*Transferee*] (2) and The Mayor and Burgesses of the London Borough of Hammersmith and Fulham (3) have been complied with"

4.2 The Council and the Transferor covenant to use reasonable endeavours to provide a signed certificate within 10 Working Days of being requested so to do

5 Release of the Transferee's covenants

5.1 In the event that the Transferee wishes to have the covenants in Clause 3 above released then:-

5.1.1 the Transferee may apply at any time to the Council in writing to make the Equity Payment (as defined in the Agreement) for the Property; and

5.1.2 in the event that the Council accepts the application (which is a matter wholly for the Council's discretion):-

(a) the Transferee making the application shall make the Equity Payment to the Council; and

(b) the Council and the Transferor shall release in writing the Transferee and any subsequent disponees from the covenants at Clause 3 above and the Council and the Transferor will take all appropriate steps to remove the restriction referred to in Clause 4 above from the charges register of the Property

5.2 The Transferee hereby agrees to meet the reasonable costs of the Council and the Transferor in releasing the Transferee from the covenants in Clause 3 of this Deed but in the event that the release is at the Council's request then all parties shall bear their own costs

6 Satisfaction of the requirements under the Agreement

The Transferee is required to enter into this covenant by the Transferor and the Council in order to meet the requirements of Clauses 5.19 and 5.20 of the Agreement

7 Severability

If any term, condition or provision contained in this Deed shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Deed

8. Mortgagees

The terms of the Deed of Covenant will apply to and bind the Property and any mortgagee of any interest in the Property save to the following extent :

8.1.1 In the event that the Transferee defaults on any mortgage taken out to assist the purchase of the Property and the mortgagee needs to exercise its power of sale to realise its security on the Property the mortgagee shall be free to dispose of the Property free of the provisions of this Deed PROVIDED that:

8.1.1.1 if the sale takes place prior to [insert date three years after date of initial sale] the mortgagee shall pay to the council a sum equal to a minimum of the amount of 50% of the Equity Payment. If the sale price of the Property is lower than the amount of the original loan the mortgagee shall be entitled to retain a sum representing a proportion of the Equity Payment up to a maximum of 50% but it shall only be entitled to retain such sum as represents the difference between the sale price and the original loan (or sum equivalent to 50% of the Equity Payment if less) and shall pay the remainder of the Equity Payment to the Council.

8.1.1.2 if the sale takes place after [insert date three years after date of initial sale] the mortgagee shall pay to the Council a sum equivalent to the whole of the Equity Payment

8.1.1.3 any payment due under clauses 8.1.1.1 and 8.1.1.2 shall be made to the Council no later than twenty-one days after the date of completion of the sale of the Property

9. Notices

Any notice required to be served under this Deed shall be sufficiently served on the Council if sent by registered post or delivered by hand to [insert address] marked for the attention of [insert post title] and on the Transferee if sent by registered post or left for him at the Property addressed to him such notices shall be deemed to have been served if sent by registered post on the third working day after sending and if delivered by hand on the day of delivery

APPENDIX 1

THE FIRST SCHEDULE

Further Deed of Covenant

THIS DEED OF COVENANT is made the day of 200[ ]

BETWEEN :-

(1) [the disposee] of [address] or whose registered office is at [address] ("the Covenantor")

(2) Building Better Health (White City) Limited of North Suite, 1st Floor, Park Lorne, 111 Park Road, London NW8 7JL [or relevant successor in title] and

(3) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham of Town Hall (together "the Covenantee")

NOW THIS DEED WITNESSES as follows:-

1 RECITALS

This deed is entered into pursuant to the obligations to do so contained in Clause 5.19 of a deed dated / / and made between Building Better Health (White City) Limited (1) / / (2) The Mayor and Burgesses of the London Borough of Hammersmith and Fulham (3) ("the Deed")

2 DEFINITIONS

For the purposes of this Deed of Covenant a deed of release shall mean a deed in the form attached as the Appendix to this Deed

3 COVENANTS

APPENDIX 1

The Covenantor jointly and severally covenants with each of the named parties herein as Covenantee as a separate covenant to each of them (and enforceable as such) that the Covenantor will at all times after the date of this deed or until a Deed of Release is given by the Disposee (having the same meaning as in the Deed) will observe and perform the covenants and obligations contained in Clause 3 of the Deed as if the Covenantor had been original Covenantor under such Clause

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

THE COMMON SEAL of **THE MAYOR**)
BURGESSES OF THE LONDON)
BOROUGH OF HAMMERSMITH AND)
FULHAM was hereunto affixed to this)
deed in the presence of:)

Duly Authorised Signatory

THE COMMON SEAL of)
BUILDING BETTER HEALTH (WHITE CITY))
LIMITED)
was hereunto affixed to this)
deed in the presence of:)

Director/Secretary

Director/Secretary

Executed as a Deed by)
[THE COVENANTOR])
in the presence of:)

Director / Secretary

Director / Secretary

THE SECOND SCHEDULE

Deed of Release

Dated 201[ ]

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM

and

BUILDING BETTER HEALTH (WHITE CITY) LIMITED

and
[THE TRANSFEREE]

DEED OF RELEASE

in relation to

THIS DEED is dated 200[ ]

PARTIES

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH & FULHAM of Town Hall, King Street, London W6 9JU (***the Council***)

(2) BUILDING BETTER HEALTH (WHITE CITY) LIMITED of North Suite, 1st Floor, Park Lorne, 111 Park Road, London NW8 7TL (***the Transferor***)

APPENDIX 1

(3) [THE TRANSFEREE] of [ ] (***the Transferee***)

AGREED TERMS

1 Interpretation

1.1 The definitions and rules of interpretation set out in this clause apply to this Deed.

“Covenants”
means the covenants contained in clause 3 of the Original Deed

“Equity Payment”
means [ ] % of Open Market Value

“Original Deed”
means the deed of covenant dated [ ] and made between (1) The Transferor (2) The Transferee and (3) The Council

“Property”
means the property known as [*full address of the unit*] and comprised in title number [*insert title number*]

“Restriction”
means the restriction contained in clause 4 of the Original Deed

1.2 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause or, or Schedule to, this Deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

1.3 Clause, schedule and paragraph headings do not affect the interpretation of this Deed.

1.4 Where the Council or the Transferor or the Transferee is for the time being two or more individuals the terms “Council” and “Transferor” and “Transferee” include the plural number and obligations expressed or implied to be made by or with such a party are deemed to be made by such individuals jointly and severally.

1.5 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

1.6 A reference to a “person” includes an individual, corporate or unincorporated body.

2 Release

2.1 Where this Deed of Release is entered into pursuant to Clause 5.1 of the Original Deed then in consideration of the Equity Payment paid by the Transferee to the Council (receipt of which the Council acknowledges) the Council and the Transferor respectively release with full title guarantee the Property and each and every part of it from the Covenants to the intent that the Covenants are extinguished with effect from the date of this Deed

2.2 Where this Deed of Release is entered into pursuant to Clause 3.3 of the Original Deed the Council and the Transferor shall upon payment of the Equity Payment respectively release with full title guarantee the Property and each and every part of it from the Covenants to the intent that the Covenants are extinguished with effect from the date of this Deed

3 Cancellation of registrations

The Council and the Transferor agree to within thirty (30) days of the date of this Deed apply to the Land Registry for cancellation of Entry [ ] of the Charges Register of the register of title of the Property and removal of the Restriction from Entry [ ] of the Charges Register of the register of title of the Property.

4 [Consent of Mortgagee

The Mortgagee consents to the release of the Covenants and consents to the cancellation of the registrations referred to in clause 6.]

5 Continuing effect

5.1 Nothing in this Deed shall waive any breach by any party of its respective obligations contained in the Original Deed which may have occurred before the date of this Deed.

5.2 Except for the release contained in clause 2 the Original Deed shall remain in full force and effect.

6 Contracts (Rights of Third Parties) Act 1999

Any person who is not a party to this Deed may not enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

THE COMMON SEAL of **THE MAYOR**)
BURGESSES OF THE LONDON)
BOROUGH OF HAMMERSMITH AND)
FULHAM was hereunto affixed to this)
deed in the presence of:)

Duly Authorised Signatory

THE COMMON SEAL of)
BUILDING BETTER HEALTH (WHITE CITY))
LIMITED)
was hereunto affixed to this)
deed in the presence of:)

Director/Secretary

Director/Secretary

Executed as a Deed by)
[THE TRANSFEREE])
in the presence of:)

Director / Secretary

Director / Secretary

THE THIRD SCHEDULE

Provisions Applicable to a Resale

The second, and each subsequent, transfer of the Property will be subject to the following procedures :

1 The Transferee shall serve the Availability Notice on the Council's Home Buy Unit:

1.1 of the intention to sell the Property detailing its address and type and specifying:

1.2 the open market value of the Property as certified by a member of the Royal Institute of Chartered Surveyors;

1.3 two viewing dates, with one on a weekend day, each at times not before 10 am and not after 9 pm, that shall be at least 15 Working Days after the date of service of the Availability Notice;

1. 4 that the Transferee requires the Council to indicate whether there are eligible applicants on the H & F Homebuy Register within five Working Days after the Council receives the Availability Notice.

2 The Council shall notify the Transferee whether there are eligible applicants on the H & F Homebuy Register within five Working Days after receipt of the Availability Notice. In the event that there are no eligible applicants on the H & F Homebuy Register the Council will confirm in writing that the Transferee is free to sell the property to anyone at the Relevant Discounted Sale Price.

3 In the event that the Council disputes the Open Market Value of the Property, it shall notify this to the Transferee in writing within fifteen Working Days in which case:-

3.1 the Transferee and the Council shall endeavour to agree the Open Market Value of the Property within five Working Days but if this does not happen then either:-

(i) the Determining Surveyor appointed to act for the Council and the Transferor in relation to disputes concerning the Open Market Value of the Discount Market Sale Units the subject of the Agreement shall be required to provide his assessment of the Open Market Value of the Property within 5 Working Days after being requested to do so; or

(ii) in the event that the Transferee notifies the Council that he wishes to appoint a different Determining Surveyor then the new Determining Surveyor shall be appointed and within 5 Working Days after notification of such dispute shall be required to provide his assessment of the Open Market Value of the Property within 5 Working Days after being requested to do so and both parties shall (save in the case of manifest error) accept the Determining Surveyor's assessment of Open Market Value as binding

(iii) PROVIDED ALWAYS that in the event that the Council does not dispute the Open Market Value stated by the Transferee within 15 Working Days after it receives the Availability Notice pursuant to Clause 1.1 then the Council shall be deemed to have accepted the Open Market Value as stated in the Availability Notice

3.2 On the date on which the Open Market Value of the Property is determined in accordance with this paragraph 3, the Transferee shall offer two additional viewing dates with one on a weekend day, each not before 10am and not after 9pm, that shall be at least ten Working Days after the date of on which the Open Market Value of the Property is determined

4 Within two Working Days of the date on which the Open Market Value of the Property is established and subject to the Transferee providing two viewing dates as required by this deed, the Council (acting through the appropriate officer or unit which at the time of this deed is the Council's Home Buy Unit) shall:

4.1 notify all eligible persons on the H & F Homebuy Register of the availability of the Property, the Transferee's contact details and the two viewing dates provided by the Transferee

4.2 require potential purchasers from the H & F Homebuy Register to respond to notice given in paragraph 4.1 above within five Working Days after receipt to express to the Council's Home Buy Unit an interest in viewing the Property and their preferred viewing date in writing or by e-mail

4.3 require the potential purchasers of the Property to notify the Council within three Working Days of viewing the Property of their interest in purchasing the Property

4.4 as soon as reasonably practicable, and in any event within six Working Days after the last of the dates on which potential purchasers were invited to view the Property supply the Transferee with the Discount Purchaser Nomination List (being a prioritised shortlist of eligible purchasers) .

5. The Transferee shall use reasonable endeavours to sell the Property to one of the Council's nominated potential purchasers and shall comply with the timescales stated in this Deed (save otherwise agreed with the Council) PROVIDED ALWAYS that:

5.1 the Transferee shall not be obliged to offer the Property for sale to more than two persons from the Council's prioritised shortlist of potential purchasers; and

5.2 in the event that

5.2.1 the Council does not notify the Transferee that there are eligible applicants on the H & F Homebuy Register within five Working Day after it receives the Availability Notice pursuant to paragraph 1 of his schedule; or

5.2.2 there are no people who express an interest in purchasing the Property; or

5.2.3 there are no potential purchasers nominated by the Council; or

5.2.4 no nominated potential purchaser has entered into a contract for the purchase of the Property within twenty Working Days after being formally offered the opportunity to do so; or

5.2.5 the Council does not perform its obligations pursuant to this Deed within the timescales set out (save as specifically agreed in writing between the Transferee and the Council);

then the Transferee shall be free to sell the Property to anyone at the Relevant Discounted Sale Price

6. The Transferee and the new purchaser shall inform the Council's Home Buy Unit of the name of the purchaser within 21 days after the date of the legal transfer of the Property.

This document has been executed as a deed and is delivered and takes effect at the date stated at the beginning of it.

THE COMMON SEAL of **THE MAYOR**)
BURGESSES OF THE LONDON)
BOROUGH OF HAMMERSMITH AND)
FULHAM was hereunto affixed to this)
deed in the presence of:)

Duly Authorised Signatory

THE COMMON SEAL of)
BUILDING BETTER HEALTH (WHITE CITY))
LIMITED)
was hereunto affixed to this)

deed in the presence of:)

Director/Secretary

Director/Secretary

Executed as a Deed by)
[THE TRANSFEREE])
in the presence of:)

Director / Secretary

Director / Secretary

APPENDIX 1

IN WITNESS of which the parties have executed but not delivered this Deed until the date first shown above.

THE COMMON SEAL OF THE COUNCIL OF)
THE LONDON BOROUGH OF HAMMERSMITH)
AND FULHAM was affixed)
in the presence of:-)

Seal No. 13/ 574

The Officer duly authorised on
behalf of the Council

Executed as a DEED by)
BUILDING BETTER HEALTH)
(WHITE CITY) LIMITED)
in the presence of:)

Russell Gates
RUSSELL GATES
17 TURNERS CLOSE
SOUTHWATER
HORSHAM
WEST SUSSEX

Authorised Signatory:

Authorised Signatory:

APPENDIX 1

Dated 18th November 2011

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF
HAMMERSMITH AND FULHAM

AND

BUILDING BETTER HEALTH (WHITE
CITY) LIMITED

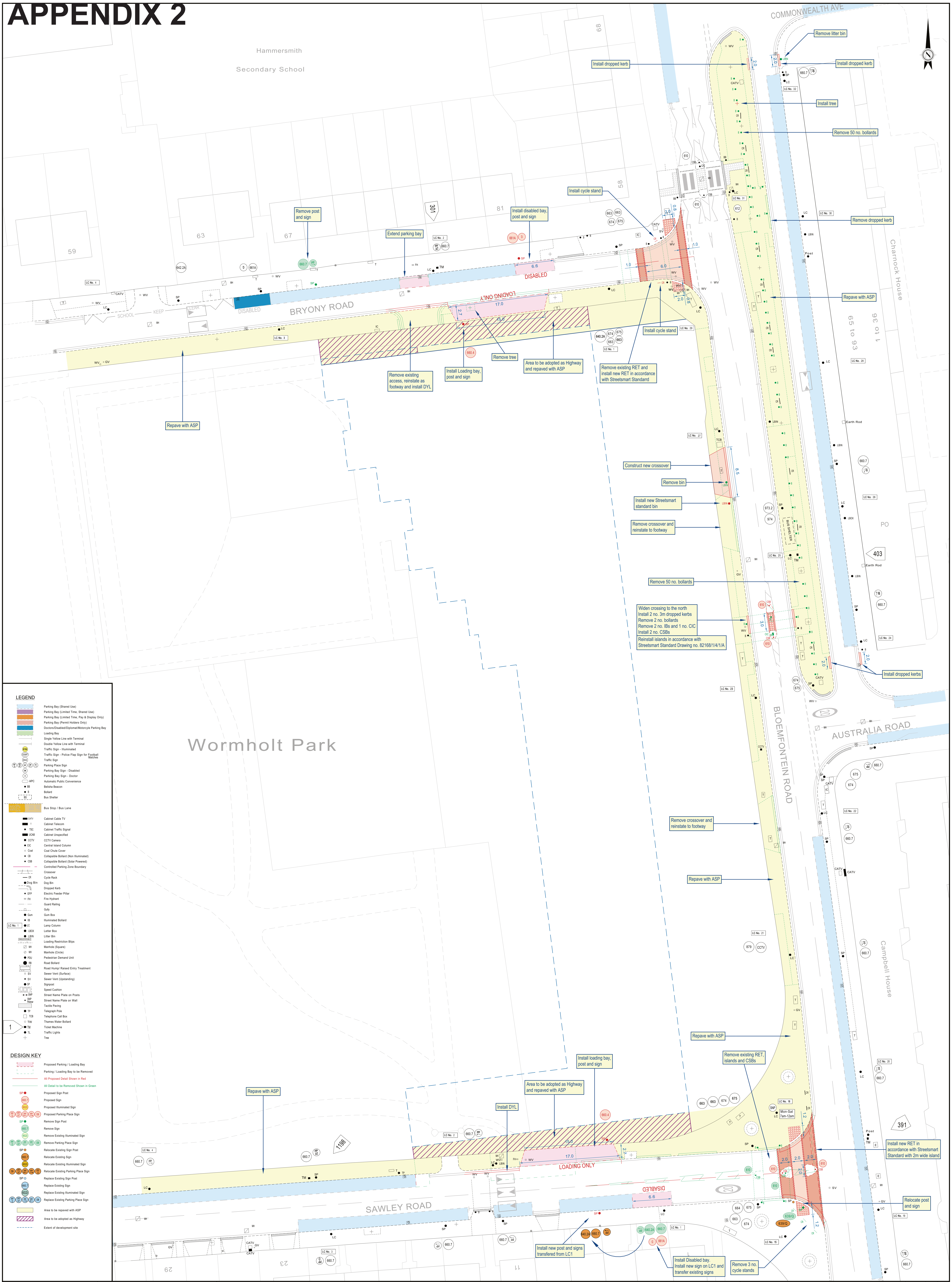
AGREEMENT

Relating to the development of
FORMER JANET ADEGOKE LEISURE CENTRE, 56 BLOEMFONTEIN ROAD AND 1 SAWLEY ROAD, LONDON W12 7DH

Michael Cogher
Assistant Director
Legal & Democratic Services
Town Hall King Street
Hammersmith
London W6 9JU

Ref: HLR/E00026.62

APPENDIX 2



HAMMERSMITH AND FULHAM COUNCIL
Transport & Technical Services
Town Hall Extension, King Street
London W6 9JU
Tel. 020 8748 3020

Surveyed / Drawn	Checked	Approved
CEP	WAS	GB

Scale	Original Sheet Size
1 : 200	A0

DWG No.	Revision	Date
80213/46	A	Mar. '13

Devised and created by the Land & Asset Survey Team using CAD & GIS software. This drawing is Copyright.

Drawing Status:

PROJECT

BLOEMFONTEIN ROAD
JUNCTION WITH BRYONY ROAD AND SAWLEY ROAD
(JANET ADEGOKE LEISURE CENTRE)
PROPOSED DESIGN

NOTES	Date	Rev.	Init.
Various design amendments and adoption area changed	Apr. '13	A	CEP

FS 32265

Agenda Item 20

London Borough of Hammersmith & Fulham

CABINET

22 JULY 2013

SHEPHERD'S BUSH TOWN CENTRE (WEST) MAJOR SCHEME

Report of the Cabinet Member for Transport and Technical Services : Councillor Victoria Brocklebank-Fowler

Open Report

Classification - For Decision

Key Decision: Yes

Wards Affected: Shepherds Bush Green

Accountable Executive Director: Nigel Pallace - Executive Director of Transport and Technical Services

Report Author: Clayton Wong – Project manager and Transport planner	**Contact Details:** Tel: 020 753 6811 E-mail: clayton.wong@lbhf.gov.uk

1. EXECUTIVE SUMMARY

1.1. Shepherd's Bush Town Centre (West) is the Council's Major transport scheme. The project area covers the zone enclosed between the eastern ends of both Goldhawk Road and Uxbridge Road to Coverdale Road and Devonport.

1.2. The aim of the scheme is to address a number of different issues in order to support the regeneration of this part of Shepherd's Bush town centre and provide better links and spaces within, to and from the White City Opportunity Area: to redesign carriageway and footway areas, reduce road traffic accidents, address pedestrian crossing points, declutter the street environment and thereby improve the road's ability to function as a "living street" which works as a valued place for local people as well as an efficient space to pass through.

1.3. The project will upgrade the existing highway assets and environment. Renewal of both the carriageway and footway should provide a 20 year life and will reduce the need for spending revenue funding on maintaining and repairing them in the future.

1.4. The estimated cost of the works is £3,500,000 which is combine funded by Transport for London (TfL) providing £2.5 million from its Major Scheme allocation, £500k funded from section 106 agreements and £200k funded from the Council's flood risk management budget. £300K from TfL LIP funding 2014/15. The following are approximations and include 15% of contingency:

F M Conway	£1,870,000
Colas	£474,000
Bouygues	£185,000
Eurovia	£159,000
TfL Signals & Buses	£340,000
Chroma Vision CCTV	£160,000
Statutory services	£245,000
Opus (SuDs design& Implementation)	£65,000

1.5. The proposed raised areas are gentle increases of the carriageway height to act as a gateways to alert drivers of the change in environment. It is essential to the scheme for it to achieve the minimum anticipated 35% accidents reduction in Goldhawk Road and Uxbridge Road. This would result in a reduction of 23 accidents over a three year period resulting in a saving of £2.1m. over a three year period.

2. RECOMMENDATIONS

2.1. That the highway works shown in Appendices 1-3 be approved in principle, and that authority be delegated to the Cabinet Member for Transport and Technical Service to authorise the implementation of the works subject to positive public consultation results and approval from the statutory bodies.

2.2. That approval be given to expenditure for this purpose of £3,500,000 received from the combined funding of TfL, the developers pursuant to the S106 agreement and the Council's flood risk management budget.

2.3. That authorisation is given to spend up to £3,500,000 to use existing framework term contractors to deliver the works.

3. REASONS FOR DECISION

3.1. That approval is given to carry out consultation and implementation of the highway improvements (subject to positive consultation) as proposed in section 6 of this report at a total estimated cost of £3,500,000 subject to approval of the detailed proposals by the relevant Cabinet Member.

4. PROCUREMENT BACKGROUND

4.1. There are no procurement related issues as the Council intends to appoint contractors that are already subject to existing term contract arrangements or framework agreements. Details of the companies listed in 2.3 above have been awarded contracts in respect of the following -

4.1.1. F M Conway Ltd – awarded a term contract on 1 December 2008 for the provision of repairs to Paving Works

4.1.2. Colas Ltd – awarded a term contract on 11 January 2010 for the provision of Resurfacing and Line Marking

4.1.3. Bouygues Ltd – awarded a term contract on 5 March 2012 for the provision of Public Lighting and Ancillary Works

4.1.4. Eurovia Ltd – awarded a term contract on 1 December 2008 for the provision of Gully Cleaning, Gully Repairs and Sewer Connections

4.1.5. Chroma Vision Ltd – awarded a term contract in 2000 for the provision of CCTV camera and services.

4.1.6. Opus Ltd – awarded a framework agreement in 21 October 2010 for the provision of professional services

4.2. Transport for London Signals & Buses – There are no procurement related issues with the provision of traffic signals and Bus operation furniture are they area provided as statutory services directly by TfL.

4.3. The statutory services referred to include Thames Water PLC, British Telecom PLC, National Grid etc. for service diversions and relocation of service covers.

5. STRATEGIC OBJECTIVES

5.1. The six goals set out in the Mayor’s second transport strategy for London are as follows;

- Support economic development and population growth
- Enhance the quality of life for all Londoners
- Improve the safety and security of all Londoners
- Improve transport opportunities for all Londoners
- Reduce transport’s contribution to climate change and improve its resilience
- Support delivery of the London 2012 Olympic and Paralympics Games and its legacy

5.2. The seven borough transport objectives as part of the approved Transport Plan (Local Implementation Plan 2 or LIP2) are as follows;

- To support sustainable population and employment growth in the five regeneration areas - White City, Earl’s Court/West Kensington, Hammersmith Town Centre, Fulham Riverside and Old Oak Common.
- To improve the efficiency of our road network.
- To improve the quality of our streets.
- To improve air quality in the borough.
- To make it easier for everyone to gain access to transport opportunities.
- To support residents and businesses by controlling parking spaces fairly.
- To reduce the number of people injured and killed on our streets.

6. INTRODUCTION AND BACKGROUND

6.1. Shepherd's Bush Town Centre (West) is the Council's Major transport scheme. The scheme is estimated to cost £3.5million, with Transport for London (TfL) providing £2.5 million from its Major Scheme allocation and £500k to be funded from section 106 agreements and £200k are funding from the borough’s flood risk management budget. £300K contribute from 2014/15 TfL LIP funding.

6.2. As part of the 2012/13 approved annual spending submission, a bid for stage 1 funding (design and engagement) was made and subsequently approved by Transport for London (TfL). Subject to approval in the autumn 2013, implementation of the scheme is planned to commence in November 2013 with completion in 2014/15. Funding has been secured from TfL for the detailed design stage, with approval in principle for £1.202 million in 2013/14 and £1.202million in 2014/15. The £500K S106 funding is planned to be spend in 2014/15. £50K from the £200K funding from the borough’s flood risk management will be spend in 2013/14 for design and engagement and the remainder £150K to spend in 2014/15 for implementation. £300K from TfL LIP funding will also contribute in 2014/15 for project completion.

6.3. The original TfL submission objective of the project was “To create a pleasanter place for people to be, reduce traffic domination and the clutter caused by unattractive and unnecessary street furniture and provide a stimulus to the regeneration of the area, improve access to both underground station and the Shepherd’s Bush Market.”

6.4. The area has a relatively high level of deprivation, poor public environment and high crime rates, with a poor traffic accidents record. Key issues have been identified that need to be addressed at specific locations within the area. The main objectives are to improve the street environment and focus on redesigning the public space to present a more attractive and sympathetic environment. Furthermore, the project hopes to bring vitality to the area and also act as the catalyst to the regeneration.

6.5. The aim of the scheme is to address a number of different issues in order to support the regeneration of this part of Shepherd's Bush town centre and provide better links and spaces within, to and from the White City Opportunity area. We therefore seek to redesign carriageway and footway areas, reduce road traffic accidents, address pedestrian crossing points, declutter the street environment and thereby improve the road’s ability to function as a “living street” which works as a valued place for local people as well as an efficient space to pass through.

6.6. The project has also been appointed as the flagship Sustainable Urban Drainage (SuDs) pilot scheme inclusive of ‘Pocket Parks’. The pilot scheme is set to trial proposals with the aim to investigate and implement the possibility of the widespread use of SuDs across the borough. Furthermore, the outcome will produce a small range of feasible SuDs designs which on-going and future projects can draw upon. The experience will be valuable in producing the borough's SuDs framework guidance.

7. PROPOSAL AND ISSUES

7.1. The area has a relatively high level of deprivation, poor public environment and high crime rates, with poor traffic accidents record. Key issues have been identified that need to be addressed at specific locations within the area. The main objectives are to improve the street environment and focus on redesigning the public space to present a more attractive and sympathetic environment.

7.2. Personal injury collisions (PIC) statistics indicate that in the past three year period, there have been 64 PICs in both Uxbridge Road and Goldhawk Road. There were no fatal accidents, however, 10 accidents resulted in serious injuries and the remaining 54 accidents were slight injuries. There was no specific pattern of accidents noted.

7.3. Uxbridge Road accidents breakdown as follows:

- There were 40 PICs recorded in the 36 month study period;
- 8 PICs resulted in serious injury and no fatalities were recorded during the study period;
- 31 PICs resulted in slight injuries;
- 36 PICs involved at least one vulnerable road users i.e. pedestrian, pedal cycle or powered two-wheel
- Of the 19 PICs involving a pedestrian, 6 resulted in serious injuries and 13 slight injuries to the pedestrians. 2 of the serious injury collisions (including the collision involving the child) and 1 of the slight injuries occurred on a designated crossing area.
- Of the 15 PICs involving a pedal cyclist, 2 resulted in serious injuries and 14 slight injuries, including 1 child, to the pedal cyclists.

- Of the 10 PICs involving a power two-wheeler, 6 resulted in slight injuries to the rider.

7.4. Goldhawk Road accidents breakdown as follows:

- There were 24 PICs recorded in the 36 month study period;
- 2 PICs resulted in serious injury and no fatalities were recorded during the study period;
- 21 PICs resulted in slight injuries;
- 19 PICs involved at least one vulnerable road users i.e. pedestrian, pedal cycle or powered two-wheeler
- Of the 10 PICs involving a pedestrian, 1 resulted in serious injuries and 8 slight injuries, including 3 children, to the pedestrians.
- Of the 7 PICs involving a pedal cyclist, 8 resulted in slight injuries to the pedal cyclists.
- Of the 4 PICs involving a power two-wheeler, 1 resulted in serious injuries and 1 in slight injuries to the riders.

7.5. With the accidents statics priority is given to the main roads, Goldhawk Road and Uxbridge Road with two design options for each. Please refer to Appendix 1 & 2 final general arrangement design drawings which large print outs will be tabled at the meeting.

7.6. Lime Grove was identified as one of the connecting routes that would particularly benefit from improvement having a dated streetscape and attracting fairly high numbers of people due to the location of the London College of Fashion. Moreover, it is a prime location for SuDs implementation. Please refer to Appendix 3 final general arrangement design drawings.

7.7. **Uxbridge Road Proposals –** Below is a summary of improvement proposal to be implemented. Please refer to Appendix 1 for the general design layout and Appendix 4 for a “Before and After” artist illustration.

- De-cluttered footways
- Footway widening with inset loading pads and parking bays pads
- Feature paving and place making at the frontage of the Bush Theatre: to be coordinated with proposals for SuDs designs.
- New signalised pedestrian crossing on the west side of the railway bridge. This new crossing will work in synchronisation with the existing crossing (east of the railway bridge)
- Existing signalised pedestrian crossing located east of the railway bridge will be widened.
- Raised table and double signalised crossing at Shepherd’s Bush Market and LU station entrances to encourage informal crossing movements between the formal crossing points
- Relocation the Bus Stop underneath the railway bridge
- Wider controlled crossing and raised table at the Parish Church of St. Stephen and St. Thomas

- 2m wide advisory cycle lanes and 3m traffic lanes
- Upgraded street lighting (Heritage style to be considered)
- Footway tree planting, SuDs and packet parks
- Side road entry treatments to provide level footways across the side roads
- Footway materials renewed
- Bridge facade improvements

7.8. **Goldhawk Road Proposals –** Below is a summary of improvement proposal to be implemented. Please refer to Appendix 2 for the general design layout and Appendix 5 for a “Before and After” artist illustration.

- De-cluttered footways
- Footway widening with inset loading pad and parking bay pads
- Raised table associated with the Shepherd’s Bush Market and LU station entrances to encourage informal crossing movements
- Removal of the central median island to provide physical scope to widen the footway
- Existing signalised pedestrian crossing located east of the railway bridge will be widened.
- 2m wide advisory cycle lanes and 3m traffic lanes
- Upgraded street lighting (Heritage style to be considered)
- Footway tree planting, SuDs and packet parks
- Side road entry treatments to provide level footways across the side roads
- Footway materials renewed
- Bridge facade improvements

7.9. The raised areas proposed in both Uxbridge Road and Goldhawk Road are gentle increases of carriageway height at crossing zones. These are designed to be in accordance with guidance from London Buses on acceptable traffic calming interventions. These raised areas are not road humps; they are designed to create a pedestrian friendly environment, to reduce the existing dominant appearance and the feel of a traffic corridor. Specifically they should also tackle the serious accident problem at these locations.

7.10. A similar treatment of the B212 through Blackheath Village in the London Borough of Lewisham used a series of bus-friendly raised areas with a resulting decrease in accidents of 70%. Even if the accident reduction in Goldhawk Road and Uxbridge Road was half that (35% reduction) this would result in a reduction of 23 accidents over a three year period resulting in a saving of £2.1m. over a three year period.

7.11. **Lime Grove Proposals –** Below is a summary of improvement proposal to be implemented. Please refer to Appendix 3 for the general design layout and Appendix 6 for a “Before and After” artist illustration.

- Feature shared space to highlight frontage of the University of the Arts London College of Fashion
- Plinths to accommodate feature artwork from the College at the entrance to the shared space
- SuDs and packet parks provision
- Re-designed footway build outs with new tree planting
- Single species tree planting with strong seasonal interest to be coordinated with tree planting on Uxbridge Road and Goldhawk Road
- Contra flow cycle (informal) lane with entry and exit protection on Uxbridge Road and Goldhawk Road

7.12. **Goldhawk Road and Hammersmith Grove Junction Proposals -**

- Overall junction space rationalisation, reducing pedestrian crossing width and improve vehicle turning radius
- Signalise pedestrian crossing facility across Hammersmith Grove
- Conversion of the existing staggered crossing in Goldhawk Road to Pedestrian friendly straight crossings.

8. OPTIONS AND ANALYSIS OF OPTIONS

8.1. Originally two design options were produced for Uxbridge Road and Goldhawk Road. One design was themed having treed lined central boulevards and the other to have maximum footway increase. Both options were presented and discussed with the project board, stakeholder groups and UDL's design surgeries. Although in the beginning the tree lined central boulevard theme were welcome, however, in the end this idea was discarded by unanimously decisions from the groups on the basis of safety and cost benefit value. This was later confirmed in the UDL's design review feedback.

8.2. At this stage, 3 rough cost estimates options were produced based on level of compliance to the street smart guidance pallet of materials and the cost are as follows:

- Option 1 –York stone paving & Granite setts – £3.9mill
- Option 2 – Artificial stone paving & Granite setts - £3.2Mill
- Option 3 – Artificial stone paving & Tarmac - £3mill
- Option 4 – Recycling existing York paving

8.3. These were presented to the project board for consideration; the conclusion was that to maximise improvement over street smart compliance by recommend putting forward Option 2 as the best value adding solution. In addition a fourth option of recycling the existing York paving should be investigated.

8.4. In regard to the Shepherd's Bush Market redevelopment, the area that will be affected by the redevelopment are considered to be minimal. Only the adjacent footways attached to the development site will be affected and is only 5% of the total project footway area. Furthermore the redevelopment will be legally bound to reinstate any damage caused during construction.

9. CONSULTATION

9.1. Feedback from local people on transport issues has also been sought by way of a "blank canvas" consultation carried out in 2012/13. The results have been taken into account as part of the design work.

9.2. Early and continuing consultations have been carried out via the Shepherd's Bush Business Forum and the feedbacks have been enthusiastic and supportive.

9.3. TfL stakeholder groups were formally consulted in February 2013 on concept designs. Existing traffic capacity assessment and has been approved by TfL's audit process. The proposed traffic capacity assessment is currently going through this audit process.

9.4. The project was presented in Urban Design London's (UDL) surgeries throughout the design process. The final general arrangement design was reviewed formally by the TfL/UDL design review audit and the feedback was positive.

9.5. This project was selected by TfL to be showcased in TfL's Public Realm improvements website. The objective of the booklet is to highlight various projects across London to act as a reference guide to recent exemplary public realm improvements across London. It is intended to inform and inspire local authorities on what is achievable within their boroughs and will signpost the way to sourcing funding, design principles and delivery strategies.

9.6. Professional stakeholder groups (HAFAD, emergency services etc.) are planned to be formally consulted in late May / early June.

9.7. Following detailed design in autumn 2013 those residents, businesses and ward councillors that are directly affected by any proposed road changes will be consulted detailing the specific features that are proposed - by way of distribution of information leaflet, online citizen space consultation and an public open day to meet officers and discuss the proposals.

9.8. Ward members will be contacted in advance of the public consultation to seek their steer on the details of the public consultation.

10. EQUALITY IMPLICATIONS

10.1. An EIA has been completed and attached Appendix 7 and does not identify any negative implications to any groups.

11. LEGAL IMPLICATIONS

11.1. Further formal consultation is to be carried out and on statutory basis, it must follow public law principles in that it must be carried out at a formative stage of the decision making process, last for a reasonable period, provide sufficient information for consultees to make an informed representation and all representations must be taken into account before any decision is made.

11.2. The Council has the power to carry out the physical highways works anticipated in the report under the Highways Act 1980 although some will require the council to follow a formal procedure, which may lead to a public inquiry. Any changes made to existing traffic management orders will require the council to follow the statutory process set out in the Road Traffic Regulation Act 1984 and secondary legislation and may lead to a public inquiry. A number of projects identified are exercisable pursuant to the Council's powers under s.2 of the Local Government Act 2000 and s.1 of the Localism Act 2011.

11.3. As road traffic authority, the Council must exercise its functions as far as practicable to secure the expeditious, convenient and safe movement of vehicular and other traffic (including pedestrians) and the provision of suitable and adequate parking facilities."

11.4. Implications verified/completed by: Michael Jones, Assistant environmental Services Lawyer, Ext. 2750.

12. FINANCIAL AND RESOURCES IMPLICATIONS

12.1. Funding has been secured from TfL for the detailed design stage, with approval in principle for £1.202 million in 2013/14 and £1.202million in 2014/15. £50K from the £200K funding from the borough’s flood risk management will be spend in 2013/14 for design and engagement and the remainder £150K to spend in 2014/15 for implementation. £300K from TfL LIP funding will also contribute in 2014/15 for project completion.

12.2. Subject to formal approval, the £500K S106 funding is currently pending authorisation to be allocated to the project for spending in 2014/15. If this funding is not approved the project spending will need be amended to reflect the reduce budget.

12.3. At present the costs of implementation of the proposals are based on estimates. These are subject to change once the works has been detailed and costed. The funding however is limited to the amount approved by the TfL. Any variation in costs in excess of the amount approved cannot be assumed to be funded by TfL unless this is approved in advance. Alternatively, officers may need to manage the workload to ensure that expenditure is contained within the approved provision.

12.4. Implications are still to be verified/completed by: Giles Batchelor, Finance Manager. Ext. 2407.

13. RISK MANAGEMENT

13.1. This project is subject to the Highways major project risk management process as part of our BSI accreditation and a risk register is kept and updated by the project team, which is normal project management practice.

13.2. The proposed works have been subject to an independent road safety audit and the issues raised in this audit have been addressed.

13.3. The following risks have been identified with mitigation considered as follows:

Risk	Mitigation measure(s)
Cost increase/budget reduction	Designs are developed to be flexible to allow amendments to reflect budget reduction whilst still maintaining principle of the project objectives
Delay to the project programme	Funding are allocated in consecutive years to allow project continuation over a period of 24 months
Lack of Stakeholder support	Designs are developed to meet the project objectives and Council's LIP objectives which can be justified and presented to stakeholders in suitable manner
Policy compatibility	Develop bespoke policy compliance tool that all potential proposals will be assessed against
Lack of resources to deliver	Maintain working relationships with framework consultants and contractors to ensure resources are in place to deliver the project

13.4. Implications verified/completed by: Michael Sloniowski, Principal Consultant Risk Management, Ext 2587.

14. PROCUREMENT AND IT STRATEGY IMPLICATIONS

14.1. There are no procurement related issues as any orders that the Council will be responsible for placing will be awarded under existing measure term contracts that have already been put in place. The Director supports the recommendation contained in the report.

14.2 Implications verified/completed by: Alan Parry, Procurement Consultant (Contracts) x2581.

15. PROCUREMENT AND CONTRACTS

15.1. It is noted that the Council proposes to procure the various works referred to in this report through existing contracts held by the Council. There are therefore no procurement or contract implications at this stage.

15.2. Implications verified by: Catherin Irvine, Senior Solicitor (Contracts), Ext. 2774.

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.	N/A	Clayton Wong ext.6811	TTS, HTHX

LIST OF APPENDICES:

APPENDIX 1 – Uxbridge Road General Arrangement Design Drawing
APPENDIX 2 – Goldhawk Road General Arrangement Design Drawing
APPENDIX 3 – Lime Grove General Arrangement Design Drawing
APPENDIX 4 – Uxbridge Road “Before and After” artist illustration
APPENDIX 5 – Goldhawk Road “Before and After” artist illustration.
APPENDIX 6 – Lime Grove “Before and After” artist illustration.
APPENDIX 7 – EIA Scoping report (available electronically)

New raised side road entry treatment will aid pedestrian movement across Tunis road and provide design continuity with the rest of the scheme

Location of proposed pocket park

New tree planting directly opposite existing trees on southern side of street. Planting will accentuate entry to pedestrian friendly crossing zone

2m+ footway gains achievable by reducing east bound carriageway from 2 lanes to 1 lane

Removal of bus lane provides 1.5m+ space on this side of the road. This has been utilised to create an inset loading bay at this location. the loading bay will act as footway space when not in use

New cycle only right hand turning lane

New bus stop, relocated from under bridge

Bus stop relocated to the west of Frithville Gardens. This will create increased footway space allowing the second crossing to be introduced and inset loading bays

Side road entry treatment lengthened, providing increased flush pedestrian crossing space

New inset loading bay introduced

Cluster of new trees planted opposite one another in a symmetrical layout will create a gateway into the feature crossing zone

1m+ footway widening

Side road entry treatment narrowed by approximately 3m and raised to footway level. This will significantly aid pedestrian movement

1m+ footway widening

2m cycle lane introduced leading directly to advanced cycle stop line.

1.5m - Footway widening

Reduction of carriageway from 3 lanes to 2 lanes has allowed footways to be widened by a minimum of 1m on both sides of the street. this has in turn created a shorter safer controlled crossing. This crossing zone will be raised to footway level to aid pedestrian movement for vulnerable users and to reduce traffic speeds.

Removal of pedestrian island as crossing will be narrowed. this will reduce street clutter

Narrowing of carriageway prior to new raised crossing will act to naturally slow traffic down

1m+ footway widening

New inset loading bay. When not in use this loading bay will act as footway space

Side road narrowed and contraflow cycle entry lane created with island segregation for safety.
Reduced width of side road will aid pedestrian movement

Cluster of new trees planted opposite one another in a symmetrical layout will create a gateway entrance into the feature crossing zone

New inset loading bay introduced

Carriageway narrowed to 10m and new crossing introduced

Bespoke paving, tree panting and moderate footway gains will accentuate a new feature area. This space will relate to the new crossing zone, helping create a new sense of place

Raised side road entry treatment increased in length & cycle contraflow exit introduced with associated island for protection

Tree planting on an opposite arrangement will create a subtle gateway feature to Uxbridge Road. Trees will frame views along the road and also provide a strong green link to Shepherd's Bush Common

LEGEND

▨	AREA OF CARRIAGEWAY SURFACE RENEWAL
▨	EXISTING CARRIAGEWAY REPLACED WITH PAVED FOOTWAY
▨	AREA OF FOOTWAY SURFACE RENEWAL
🟩	PROPOSED POCKET PARK LOCATION
▥	GREY TACTILE PAVING (TO BE LAY IN ACCORDANCE WITH HAMMERSMITH & FULHAM STREETSCAPE GUIDE)
━	PROPOSED GRANITE KERB
	PROPOSED CARRIAGEWAY MARKINGS
═	PROPOSED DOUBLE YELLOW LINES
○─○─○	PROPOSED GUARDRAIL
●TS	PROPOSED TRAFFIC SIGNAL
●LC	PROPOSED LIGHTING COLUMN
●BF	PROPOSED BUSSTOP FLAG
●	PROPOSED SIGN AND POST
🟥	PROPOSED BUS SHELTER
●	PROPOSED TREE PLANTING
●	EXISTING TREE

SHEPHERD'S BUSH
TOWN CENTRE (WEST)

UXBRIDGE ROAD
OVERVIEW PLAN

Drawing Status
FOR INFORMATION

Drawn	Designed	Date	Scale	Size
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Drawing No. 1000000814-D-SK04-01
Rev -

Rev	Date	Description	Drn	Chk	App
-		ORIGINAL ISSUE			

h&f putting residents first

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SHEPHERD'S BUSH TOWN CENTRE (WEST)

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A new area of raised carriageway will be introduced in conjunction with footway widening and new tree planting. This area will have a shared space feel to it. the narrowed junction exit will improve pedestrian movement

Removal of the east bound bus lane has created the opportunity to widen the footway on this side of the street and introduce inset parking bays. New tree planting will be incorporated into this area.
A new formal 2m wide dedicated cycle lane will be introduced. Location of proposed pocket park

The raised side road entry treatment at Lime Grove will be extended up to the William Church estate car park.
As part of this design intervention a cycle contraflow exit lane will be introduced with protective island.
New tree planting will soften the environment in this area an make good use of some under utilised space within the public realm.

Removal of the bus lanes has provided the opportunity for large increases in footway space in this area. an increase of 2.5m removes the pinch point around the bus stop, allows space for tree planting and creates a more sociable, useable public realm.
Carriageway widths at this point still allow for vehicles to pass waiting buses.

A significant increase in useable pedestrian space outside the entrance to shepherd's bush market will help shift balance of importance from the motor vehicle to the pedestrian.
Increases of over 2m+ will improve pedestrian movement in a pinch point area with retail spill out from the market. A defined 2m wide cycle lane will create a safer, more predictable environment.

Removal of bus lanes provides extra useable space which has been split between the northern and southern footways. Inset parking / loading bays have been incorporated to aid the economic viability of the street. When not in use these bays will act as footway space.

New tree planting introduced to segregate parking and loading bays. These trees will add significant greenry to the harsh urban environment

Side road narrowed and raised table extended in length. This will aid pedestrian movement, especially for vulnerable users. The introduction of a cycle contraflow entry lane with associated islands will aid cycle permeability in the area

New tree planting will link to tree planting outside the cinema, so strengthening the green link between Goldhawk Road and Shepherds Bush Common

Reduction from two left hand turning lanes to one turning lane. This creates increased space for cyclists

Footway widening on the western arm of this junction will increase the space provided for pedestrians waiting to cross.
The tighter radii will reduce vehicle speeds turning left onto Goldhawk Road. This is also the location of a proposed pocket park.

Two stage crossing replaced with single straight across crossing. This significantly aids pedestrian movement and reduces street clutter with the removal of extensive amounts of guard railing and traffic lights.

Central reserve removed providing more useable space to be created on the northern footway.
The informal crossing point will still be retained to the east

New tree planting on an opposite arrangement will help create a gateway entrance feature to the new raised pedestrian area

Formalised tree planting outside the underground entrance will soften views and provide visual interest.
Raised area extends past the station entrance aiding informal pedestrian movement and further accentuating the shared nature of the space.

Formal crossing shortened in distance across allowing the removal of central island. Pedestrians cross two lanes of traffic as opposed to four, so aiding safety and the ability of pedestrians to predict traffic movement.
The wider crossing highlights the shift in importance from vehicular movement to pedestrian movement

New inset parking bays will visually reduce the width of the carriageway. This will not only reduce the dominance of the motor vehicle, but naturally act to lower speeds.

Side road junction narrowed and raised to footway. This will increase footway space and reduce traffic speeds into and out of Woodger Road. Raised surface will aid pedestrian movement especially for vulnerable users.

Island widened providing extra protection for pedestrians crossing informally

Loading bays relocated to the west of Woodger Road. This will allow buses to exit without making a wide turning movement. This also provide space for a 2m wide dedicated cycle lane for improved cycle safety

Side road junction narrowed and raised to footway. This will increase footway space and reduce traffic speeds into and out of Bamborough Gardens. Raised surface will aid pedestrian movement especially for vulnerable users.

New tree planting will soften views along the street and create a visual green link with Shepherd's Bush Common

LEGEND

- ⬜ AREA OF CARRIAGEWAY SURFACE RENEWAL
- 🟦 EXISTING CARRIAGEWAY REPLACED WITH PAVED FOOTWAY
- 🟧 AREA OF FOOTWAY SURFACE RENEWAL
- 🟩 PROPOSED POCKET PARK LOCATION
- ▨ GREY TACTILE PAVING (TO BE LAY IN ACCORDANCE WITH HAMMERSMITH & FULHAM STREETSCAPE GUIDE)
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- ●LC PROPOSED LIGHTING COLUMN
- ●BF PROPOSED BUSSTOP FLAG
- ◀ PROPOSED SIGN AND POST
- 🟥 PROPOSED BUS SHELTER
- ● PROPOSED TREE PLANTING
- ● EXISTING TREE

SHEPHERD'S BUSH
TOWN CENTRE (WEST)

GOLDHAWK ROAD
OVERVIEW PLAN

Drawing Status
FOR INFORMATION

Drawn	Designed	Date	Scale	Size
LR	PB	06/2013	1:250	-

Drawing No. 1000000814-D-SK04-02
Rev -

Rev	Date	Description	Drn	Chk	App
-		ORIGINAL ISSUE			

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SHEPHERD'S BUSH TOWN CENTRE (WEST)

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LEGEND

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▨	AREA OF FOOTWAY SURFACE RENEWAL
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●	PROPOSED TREE PLANTING
●	EXISTING TREE

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Rev	Date	Description	Drn	Chk	App
-		ORIGINAL ISSUE			

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Client
h&f putting residents first

Project
SHEPHERD'S BUSH
TOWN CENTRE (WEST)

Drawing Title
LIME GROVE
GENERAL ARRANGEMENT
OVERVIEW PLAN

Drawing Status
FOR INFORMATION

Drawn	Designed	Date	Scale	Size
AB	PT	12/02/13	1:200	A0

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Rev -

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Design Solutions

- Uxbridge Road

Before

After

Design Solutions

- Goldhawk Road

Before

After

Design Solutions

- Lime Grove

Before

After

Agenda Item 21

the low tax borough

London Borough of Hammersmith & Fulham

CABINET

22 JULY 2013

INTERIM ARRANGEMENTS FOR HIGHWAYS AND TRANSPORT-RELATED PROFESSIONAL SERVICES

Report of the Cabinet Member for Transport and Technical Services : Councillor Victoria Brocklebank-Fowler

Open Report

Classification - For Decision
Key Decision: - Yes

Wards Affected: All

Accountable Executive Director: Nigel Pallace - Executive Director, Transport and Technical Services

Report Author: Ian Davies, Principal Traffic Engineer	**Contact Details:** Tel: 020 7361 3487 E-mail: ian.davies@rbkc.gov.uk

1. EXECUTIVE SUMMARY

1.1. This report seeks approval to enter into an Access Agreement with the London Borough of Ealing under its Framework Contract for call-off contracts with Project Centre/Opus for the provision of seconded and ad-hoc highways and transport engineering services and with Appia Infrastructure Solutions for the provision of highway condition surveys. It also proposes continuing to use our existing consultants for routine bridge and rail advice and entering short-term contracts for any specialist works. These actions will provide best value and continuity of service and local specialist knowledge until we have our own long-term contracts in place for these and potentially other works and services, following the outcome of the Highways and Transport Service Reviews.

2. RECOMMENDATIONS

2,1 That approval be given to Option Three in paragraph 6.3 of this report and that equivalent approvals are sought from the Royal Borough of Kensington and Chelsea

2.2 That once the Service Reviews are complete a further report be submitted on a strategy for procuring long-term Bi-Borough Highways and Transport consultant and contractor support reflecting the outcome.

3. REASONS FOR DECISION

3.1. Consultant support is required because the Council does not have the capacity nor does it retain the specific specialised skills required to carry out all work in-house. Both Hammersmith and Fulham and the Royal Borough of Kensington and Chelsea use consultants to bring in skilled staff with wide ranging experience from the private sector when necessary.

3.2. A Key Decision is required because the proposals involve expenditure of more than £100,000.

4. INTRODUCTION AND BACKGROUND

4.1. In 2009 the Royal Borough awarded a Bi-Borough Framework Contract for Highways and Transportation Consultancy Services across Kensington and Chelsea and Hammersmith and Fulham. This Framework gave access to skilled experienced staff that could be brought in to enhance the in-house design teams as required.

4.2. The Framework covers four areas of work or ‘lots’;

Lot One	Seconded Staff
Lot Two	Ad-Hoc General Project Services (off site)
Lot Three	Specialist Bridge Services
Lot Four	Specialist Rail Advice

4.3. The Framework will expire in September 2013 and there is no provision to simply extend it. Now is not a good time to retender because the Service Reviews are identifying areas where savings can be made through adopting the working practices of the other borough where appropriate.

4.4. The Bi-Borough department now gives access to a wider resource pool so there will be a reduced call for consultant support in the future. The Service Reviews will help identify those areas where we will continue to need external contractors and consultant support and whether we can consolidate any of the resulting Bi-Borough contracts and their procurement.

4.5. Officers are therefore looking for interim arrangements for approximately 18 months from 1 October 2013 to ensure that we do not lose the high quality, experienced consultant support and associated local knowledge that we require. In the case of the condition surveys contract we are looking to call off services from September 2013 for as long as necessary.

4.6. Over the past year, officers have explored the options available to ensure service continuity once our Framework expires as summarised below;

- Retender for a Bi-Borough contract
- Let short-term contracts until the Service Reviews are complete
- Transport for London (TfL) has awarded the London Highways Alliance Contract (LoHAC) which all boroughs have access to
- Both boroughs are named in the Framework being let by Westminster City Council from April 2014
- A number of other boroughs have let Framework contracts that both boroughs could use

4.7. The recommendations in this report give the best deal for both Councils in terms of continuity, quality, value and procurement costs.

4.8. Using Project Centre / Opus through the Ealing Framework for Lots One and Two allows us to retain our experienced seconded staff at our existing Framework rates. It will also give us access to any additional seconded staff and ad-hoc project work at significantly lower rates. Lots Three and Four are relatively low value contracts and letting short-term contracts with our existing Framework suppliers at current rates is the best interim option. Using the Ealing Framework for some highway condition survey work is also the most attractive offer until we decide on the future of the wider ROAD2010 contract.

5. PROPOSAL AND ISSUES

Lot One –Seconded Staff and Lot Two Ad-Hoc General Project Services (off site)

5.1. There are currently eleven long-term staff seconded from Project Centre/Opus across the Transport and Highways Service and also commission ad-hoc general project services from Project Centre/Opus and other consultants through our existing Framework.

5.2. In June 2012 Project Centre won a four-year Framework Contract with the London Borough of Ealing for the provision of General Engineering Highways and Transport Services which includes the supply of seconded staff and ad-hoc project services. As members of the London Contracts and Supplies Group, Hammersmith and Fulham and the Royal Borough are entitled to call off services directly from Project Centre/Opus via an Access Agreement through the Ealing Framework. Ealing allows other boroughs to call off up to £1 million worth of work each via Access Agreements which would cover our interim needs.

5.3. The total annual cost of retaining our existing Project Centre/Opus seconded staff through the Ealing Framework would be the same as through our existing Framework. Rates for additional seconded staff and for ad-hoc services are commercially attractive and making use of them would result in significant savings.

5.4. The Councils could tender for a separate short-term contract for Lot One and Lot Two services. This would incur further procurement costs to both the Councils and interested consultants. There would also be a risk of losing existing experienced, high quality seconded staff and general consultancy support. Such a short-term contract is unlikely to be attractive to the market and could result in higher rates having to be paid than at present.

5.5. It is therefore proposed to enter into a call-off contract with Project Centre/Opus for the provision of existing seconded staff and ad-hoc services via the Ealing Framework from 1 October 2013 until the Council has its our own long-term contract in place following the outcome of the Service Reviews. This would allow retention of a very strong seconded team and access to high quality ad-hoc support during the interim period whilst minimising any additional procurement costs. If the Access Agreement with Ealing is entered into immediately considerable savings will be made by using the lower rates for any additional seconded staff we require and for all new ad-hoc project services.

5.6. The resulting contracts would not be exclusive and there would still be the flexibility to tender for larger projects separately.

Lot Three – Specialist Bridge Services and Lot Four – Specialist Rail Advice

5.7. There are three suppliers on the existing Framework for rail advice. Although there has not been much need to call on them in recent years, officers may well do in the future. There is no specific budget for rail advice but any support needed is charged to the appropriate project budget.

5.8. There are also three suppliers on the existing Framework for bridge services, though officers use the London Bridges Engineering Group Framework contract for routine bridge inspections and will continue to do so. Access to consultants for specialist bridge work will still be needed.

5.9. Separate short-term contracts for Lot Three and Four services could be tendered for. This would incur further procurement costs to both the Council and interested consultants. There would also be a risk of losing the local specialist background knowledge required for continued work on historic structures. Such short-term, low value contracts are unlikely to be attractive to the market and could result in higher rates having to be paid than at present.

5.10. Ii is therefore proposed that the Council enters separate short-term contracts with our three existing Framework suppliers for bridge services and for rail advice based on the current Framework rates. Officers would seek quotes from these firms for any ‘new’ specialist work in line with the Council’s Contracts Standing Orders during the interim period. Again, the resulting contracts would not be exclusive and there would still be flexibility to tender for larger projects separately.

Highway Condition Surveys

5.11. H&F are the lead borough on the ROAD2010 contract to carry out highway condition surveys for Transport for London (TfL) and other London Boroughs to help them prioritise their highway maintenance programmes.

5.12. Some elements of the ROAD2010 contract have recently been extended until the end of March 2014. However, the provider of a specific class of survey that we require, called ‘SCANNER’, has disbanded its set- up and is unable to continue to providing this service.

5.13. In June 2012 Appia Infrastructure Solutions won a four-year Framework Contract with the London Borough of Ealing for the provision of highway condition surveys. As explained in section 5.2 Hammersmith and Fulham is entitled to call off services directly from Appia Infrastructure Solutions via an Access Agreement through the Ealing Framework.

5.14. A separate short-term contract for ‘SCANNER’ surveys could be tendered for. This would incur further procurement costs to both the Council and interested consultants. Such a short-term, low value contract is unlikely to be attractive to the market and could result in having to pay higher rates than through Ealing's existing framework.

5.15. It is therefore proposed that the Council enters into a call-off contract with Appia Infrastructure Solutions for highway condition surveys via the Ealing Framework from 1 September 2013 until the Council's own long-term contract is in place following the outcome of the Service Reviews. Whilst the most pressing need is for 'SCANNER' surveys it would also be useful to have access to the whole range of surveys available through the Ealing Framework as back-up to the Road 2010 contract.

6. OPTIONS AND ANALYSIS OF OPTIONS

6.1. **Option One** - Do not sign an Access Agreement with Ealing Council or let short-term contracts for specialist rail and bridge advice. If no consultants are appointed the Work Programme would have to be considerably reduced. This would result in a substantial budgetary underspend and on TfL Local Implementation Plan allocations.

6.2. **Option Two –** Tender for separate contracts for all Lots for the interim period only. This would incur considerable procurement costs to both the Council and the market. There would also be a risk of losing the local specialist background knowledge required for continued work on historic structures. Such short-term and, for three of them, relatively low value contracts are unlikely to be attractive to the market and could result in having to pay higher rates than at present.

6.3. **Option Three** - Sign an Access Agreement with Ealing Council and enter into call-off contracts with Project Centre/Opus for Lots One and Two and with Appia Infrastructure Solutions for highway condition surveys and let individual short-term contracts for Lots Three and Four with the existing Framework suppliers. These companies would offer the best service to the Council to help deliver our Work Programme during the interim period in terms of an acceptable combination of experience, local knowledge, quality and price.

7. CONSULTATION

7.1. As the various proposals in this report affect the whole of the borough, officers do not propose to consult ward Councillors or any other stakeholders.

8. EQUALITY IMPLICATIONS

8.1. There are no direct equalities implications arising from this report.

9. LEGAL IMPLICATIONS

Lot One – Seconded Staff and Lot Two Ad-Hoc General Project Services (off site) and Condition Surveys

9.1. The Bi-Borough Director of Law comments that the Ealing Framework has been let in accordance with European Union (EU) procurement law and Ealing Council's Contract Regulations. It is open to all members of the London Contracts and Supplies Group, which includes Hammersmith and Fulham and the Royal Borough, via standard Access Agreements.

9.2. In order to participate in the Framework Agreement, the Council must sign an Access Agreement with the London Borough of Ealing. By entering into the Framework Agreement, the Council may procure services in accordance with a "call off protocol" contained in the Framework Agreement. Contracts must be let either by direct award or by mini-competition. Direct awards may be made to Project Centre/Opus and Appia Infrastructure Solutions as no changes are being sought to the terms of the Framework contract, specifications or price for the services.

Lot Three – Specialist Bridge Services and Lot Four – Specialist Rail Advice

9.3. These services also fall within part A of EU Procurement rules and must be procured in accordance with detailed statutory requirements. EU rules apply to services with an estimated value of £173,934. Assuming contracts are let for a maximum of 18 months following expiry, the estimated values of the rail and bridge advice services agreements fall below the relevant EU thresholds. In spite of this, the Council's Contracts Standing Orders require services over £5,000 to be exposed to competition unless there is a sound value for money reason for not doing so. Contracts between £20,000 and under £100,000 in value require Cabinet Member approval.

9.4. Framework Agreements let under the Public Contracts Regulations 2006 (as amended) cannot be more than 4 years in duration. However, the framework agreements can be constructed in such a way that call-off contracts can be for longer periods than the term of the framework. Extending the term of our existing Framework would be a breach of the Regulations; however variations may be made to contracts providing that such variations do not make a material change to the contract.

9.5. Steve Mariani, Bi-Borough Solicitor - 020 7361 3074.

10. FINANCIAL AND RESOURCES IMPLICATIONS

10.1. The demand for seconded staff and consultant support on ad hoc projects fluctuates throughout the year. They are financed from the salaries budget with draw down from the appropriate project funding stream.

10.2. There are no specific bridge and rail consultancy budgets as any support required is charged to the appropriate project budget.

10.3. The Council spends approximately £130,000 per year on ‘SCANNER’ road condition surveys, all of which is recoverable, including fees, from TfL and the boroughs.

10.4. The value of work outside of these core functions will vary dependent on the size of the Work Programme and the funding available.

10.5. The rates for work across all Lots would be comparable to existing Framework rates. Rates for any additional Lot One seconded staff and all Lot Two ad-hoc services under the Ealing Framework are commercially attractive and making use of them would result in significant savings.

10.6. Gary Hannaway, Head of Finance - 020 8753 607.

11. RISK MANAGEMENT

11.1. Should any of these companies not be able to provide the services for any reason in the short term, officers could make use of other Framework contracts, such as TfL’s or use existing agency arrangements to secure alternatives quickly. This would need to be reflected in the Divisional Resilience Plan. In the case of Lots One and Two, there are two other consultants on the Ealing Framework from whom officers could also call off services quickly via Access Agreements if required.

11.2. All other threats and opportunities identified to the proposals in this report have been considered and risk mitigation actions addressed where appropriate. All the consultants will have appropriate professional indemnity insurance for the tasks we require them to perform.

11.3. Michael Sloniowski, Principal Risk Management Consultant - 020 8753 2587.

12. **PROCUREMENT AND IT STRATEGY IMPLICATIONS**

12.1. The Corporate Procurement Team is involved on the Service Review Team and the Director agrees with the recommendations in this report.

12.2. There are no IT Strategy implications associated with this report.

12.3. Alan Parry, Bi-Borough Procurement Consultant (TTS) 020 8753 2581

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

None

LIST OF APPENDICES:

Appendix A - Other Implications

APPENDIX A

Other Implications

1. Business Plan- none
2. Risk Management - see Section 11 of the report
3. Health and Wellbeing, including Health and Safety Implications - We require all consultants to comply with all relevant Health and Safety and Construction Design and Management legislation.
4. Crime and Disorder - none
5. Staffing - none
6. Human Rights - none
7. Impact on the Environment - We require all consultants to observe good environmental practice and comply with all relevant statutes, codes of practice and industry guidance.
8. Energy measure issues - none
9. Sustainability - see 7 above.
10. Communications - none

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 22 JULY 2013 AND AT FUTURE CABINET MEETINGS UNTIL APRIL 2014

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.

<u>KEY DECISIONS</u> are those which are likely to result in one or more of the following:

- **Any expenditure or savings which are significant (ie. 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**
Cabinet Member for Education:	**Councillor Georgie Cooney**

Key Decisions List No. 10 (published 21 June 2013)

KEY DECISIONS LIST - CABINET ON 22 JULY 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 *(other relevant documents may be submitted)*
July				
Cabinet	22 Jul 2013 Reason: Expenditure more than £100,000	**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 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 Children's Services Ward(s): Parsons Green and Walham Contact officer: John Brownlow Tel: 020 8753 john.brownlow@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	22 Jul 2013 Reason: Expenditure more than	**Learning Disability Accommodation and Support - Future plans** The Council has conducted a review of the current housing and	Cabinet Member for Community Care 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

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 *(other relevant documents may be submitted)*
	£100,000	support available for adults with learning disability in Hammersmith and Fulham. This strategy has been developed in response to that review to improve the quality, quantity and choice of housing with support services for people in the borough. A crucial part of this modernisation programme is the Council's directly provided services both residential care, community support, respite and day service provision. A review of that housing provision has identified that Coverdale Road, a council owned building from which the residential care service is operated is not fit for purpose in terms of meeting the longer term needs of its residents or future needs of the learning disability population. **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: Christine Baker Tel: 020 8753 1447 Christine.Baker@lbhf.gov.uk	will include details of any supporting documentation and / or background papers to be considered.
Cabinet	22 Jul 2013 Reason: Affects more than 1 ward	**Remote monitoring, monitoring/reporting and communication for passenger lifts within Housing properties** This report seeks approval to accept a tender from a single bidder Thames Valley Controls to supply, install and service Elevator Monitoring Units (EMUs) and auto diallers / intercom units, to provide remote monitoring of lifts within various housing properties within the borough	Cabinet Member for Housing Ward(s): All Wards Contact officer: Matthew Martin Matthew.Martin@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 *(other relevant documents may be submitted)*
		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	22 Jul 2013 Reason: Expenditure more than £100,000	**Provision of a blue badge investigation and enforcement service** 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.	Cabinet Member for Transport and Technical Services Ward(s): All Wards Contact officer: Osa Ezekiel Osa.Ezekiel@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	22 Jul 2013 Reason: Expenditure more than £100,000	**Janet Adegoke Centre - Section 106 works** The report seeks approval to implement highway works related to this development.	Cabinet Member for Transport and Technical Services Ward(s): Wormholt and White City 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	22 Jul 2013 Reason: Expenditure more than £100,000	**Shepherd's Bush Town Centre (West)** The aim of the scheme is to address a number of different issues in order to support the regeneration of this part of Shepherd's Bush town centre and	Cabinet Member for Transport and Technical Services Ward(s): Shepherds Bush Green	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 *(other relevant documents may be submitted)*
		provide better links and spaces within, to and from the White City Opportunity area.	Contact officer: Ian Hawthorn, Graham Burrell ian.hawthorn@lbhf.gov.uk, graham.burrell@lbhf.gov.uk	documentation and / or background papers to be considered.
Cabinet	22 Jul 2013 Reason: Expenditure more than £100,000	**Relocation of HAFAD to Edward Woods Community Centre and related refurbishment requirements** Redevelopment to improve accessibility, infrastructure, rentable office space and sustainability. **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 Community Care Ward(s): Shepherds Bush Green Contact officer: Clare Grainger Tel: 020 8753 1720 Clare.Grainger@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	22 Jul 2013 Reason: Expenditure more than £100,000	**New Queensmill School - Tender Approval** Approval to accept most economically advantageous tender to construct new school accommodation for Queensmill ASD 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 12A of the Local Government Act	Cabinet Member for Children's Services Ward(s): Wormholt and White City Contact officer: John Brownlow Tel: 020 8753 john.brownlow@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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		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	22 Jul 2013 Reason: Expenditure more than £100,000	**Enhanced Revenue Collection** This report provides an update on progress to date and next steps. **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) 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	22 Jul 2013 Reason: Affects more than 1 ward	**Partnership Agreement for the Commissioning of Health, Wellbeing and Social Care Services** A new Section 75 Health & Wellbeing Partnership Agreement between LBHF and NHS Hammersmith & Fulham Clinical Commissioning Group (CCG) was approved under delegated authority and commenced on 1 April 2013. Section 75 Agreements (entered into under the joint commissioning provisions within the NHS Action 2006) provide for joint commissioning across the whole spectrum of Local Authority and CCG responsibilities, including services for both adults and children, within the compass of the Hammersmith & Fulham Health and Wellbeing Board. The Local Authority previously held a Section 75 Agreement with	Cabinet Member for Community Care Ward(s): All Wards Contact officer: Andrew Webster Tel: 208 753 5001 Andrew.Webster@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 *(other relevant documents may be submitted)*
		Hammersmith & Fulham Primary Care Trust and this expires on 31 April 2013. From 1 April 2013, Primary Care Trusts will be abolished and NHS Clinical Commissioning Groups will be established as statutory NHS bodies.		
Cabinet	22 Jul 2013 Reason: Expenditure more than £100,000	**Tri-borough Passenger Transport Service for Children and Adults** To participate, as outlined in the Cabinet report, in a Tri-borough Passenger Transport Service with Westminster City Council contracting on behalf of all three boroughs, LBHF, RBKC and WCC. To delegate confirmation of Call-Off Contracts for borough and cross borough services executed by Westminster City Council, to Cabinet Members or senior officers. **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 Children's Services Ward(s): All Wards Contact officer: Karen Tyerman Karen.Tyerman@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	22 Jul 2013 Reason: Expenditure more than £100,000	**Telephony - Openscape: resilience and upgrade** Improvements to telephony to bring into business continuity and improve functionality **PART OPEN** **PART PRIVATE** Part of this report is exempt from	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Howell Huws Tel: 020 8753 5025	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

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 *(other relevant documents may be submitted)*
		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.	Howell.Huws@lbhf.gov.uk	papers to be considered.
Cabinet	22 Jul 2013 Reason: Expenditure more than £100,000	**Tri-borough Corporate Service Programme** Business case for the development of the next phase of Tri-borough corporate services	Leader of the Council (+Regeneration, Asset Management and IT), Deputy Leader (+ Residents Services) 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	22 Jul 2013 Reason: Expenditure more than £100,000	**Interim arrangements for highways and transport-related professional services** This report seeks approval to enter into an Access Agreement with the London Borough of Ealing under its Framework Contract for call-off contracts with Project Centre/Opus for the provision of seconded and ad-hoc highways and transport engineering services and with Appia Infrastructure Solutions for the provision of highway condition surveys. It also proposes continuing to use our existing consultants for routine bridge and rail advice and entering short-term contracts for any specialist works.	Cabinet Member for Transport and Technical Services Ward(s): All Wards Contact officer: Nigel Pallace nigel.pallace@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	22 Jul 2013	**Salary Sacrifice Schemes** A bi-borough proposal to procure a provider of salary sacrifice	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

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 *(other relevant documents may be submitted)*
	Reason: Expenditure more than £100,000	schemes in order to achieve the following objectives: •To offer employees a carefully chosen range of additional benefits, which support the council's reward strategies and allow employees to make choices to maximise their net income and benefit from the purchasing power of the council; •To increase employee satisfaction and engagement and enhance the position of the council in the recruitment market place; and •To generate additional savings for the council by reducing the amount of employers' National Insurance Contributions (NIC's) which it pays while maintaining full compliance with HMRC regulations. Schemes to be offered are childcare vouchers, a cycle to work scheme, purchase of computers, laptops and mobile devices and a retail and leisure discount scheme. The preferred approach to procurement is through an existing framework agreement. **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.	Ward(s): All Wards Contact officer: Jane West Tel: 0208 753 1900 jane.west@lbhf.gov.uk	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 *(other relevant documents may be submitted)*
Cabinet	22 Jul 2013 Reason: Expenditure more than £100,000	**Tri-borough Reducing Reoffending Service** Recommendation to delegate award decision to officers. **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.	Deputy Leader (+ Residents Services) Ward(s): All Wards Contact officer: Claire Rai claire.rai@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	22 Jul 2013 Reason: Expenditure more than £100,000	**Housing Development Programme - Sale of land adjacent to 215 Hammersmith Grove (Verulam House Estate)** Sale of land adjacent to 215 Hammersmith Grove (Verulam House Estate) with planning consent for a four bedroom single family dwelling over three storeys plus basement. (Application Reference No : 2012/02855/FR3) **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): Hammersmith Broadway Contact officer: Matin Miah, Charles Wooldridge Tel: 0208753 3480, matin.miah@lbhf.gov.uk, Charles.Wooldridge@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** ***(other relevant documents may be submitted)***
Cabinet	22 Jul 2013 Reason: Expenditure more than £100,000	**City Bridge Trust - Successful Grant Application** Recommendation to formally accept a grant offer of £100,000 from the City of London Corporation's City Bridge Trust under their "Youth Offer" programme.	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Ingrid Hooley, Neil Wigglesworth Tel: 020 8753 6454, Tel: 020 8753 3375 Ingrid.Hooley2@lbhf.gov.uk, Neil.Wigglesworth@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	22 Jul 2013 Reason: Expenditure more than £100,000	**Microsoft Licences** Propose moving to a new framework agreement for Microsoft Office licences **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) Ward(s): All Wards Contact officer: Howell Huws Tel: 020 8753 5025 Howell.Huws@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.
September				
Cabinet	2 Sep 2013 Reason: Expenditure more than £100,000	**Economic Development Priorities** This report seeks members' approval for future economic development priorities which respond to the borough's longer term economic growth and regeneration vision and makes recommendations on use of Section 106 funds to achieve key outcomes.	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Kim Dero Tel: 020 8753 4229 kim.dero@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** ***(other relevant documents may be submitted)***
Cabinet	2 Sep 2013 Reason: Affects more than 1 ward	**Western Riverside Waste Authority Policy** Updated policy document from WRWA for information and comment	Deputy Leader (+ Residents Services) Ward(s): All Wards Contact officer: Kathy May Tel: 02073415616 kathy.may@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	2 Sep 2013 Reason: Expenditure more than £100,000	**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 Ward(s): Shepherds Bush Green Contact officer: Roger Thompson Tel: 020 8753 3920 Roger.Thompson@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	2 Sep 2013 Reason: Affects more than 1 ward	**Update on 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.

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 *(other relevant documents may be submitted)*
Cabinet	2 Sep 2013 Reason: Expenditure more than £100,000	**Business Intelligence** Business case setting out the recommended option to establish a Tri-borough business intelligence service. **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.	Deputy Leader (+ Residents Services), 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	2 Sep 2013 Reason: Expenditure more than £100,000	**IFA Framework for Children's Services** Requesting permission to Call-off the West London Alliance IFA Framework for Children's Services. **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 Children's Services Ward(s): All Wards Contact officer: Terry Clark Tel: 020 8578 5642 terry.clark@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	2 Sep 2013	**Property Asset Management Plan 2012-2015**	Leader of the Council (+Regeneration, Asset Management and IT)	A detailed report for this item will be available at least five working days

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** ***(other relevant documents may be submitted)***
	Reason: Affects more than 1 ward	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 Housing Stock.	Ward(s): All Wards Contact officer: Miles Hooton Tel: 020 8753 2835 Miles.Hooton@lbhf.gov.uk	before the date of the meeting and will include details of any supporting documentation and / or background papers to be considered.
Cabinet	2 Sep 2013 Reason: Expenditure more than £100,000	**Serco Contract Review - Decision** Decision on whether to extend current waste collection and street cleansing contract with Serco beyond 2015, as allowed under current contract clause. **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.	Deputy Leader (+ Residents Services) Ward(s): All Wards Contact officer: Sue Harris, Chris Noble Tel: 020 8753 4295, Sue.Harris@lbhf.gov.uk, chris.noble@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	2 Sep 2013 Reason: Expenditure more than £100,000	**Proposed Property Contract - Award of Contracts to Successful Bidders** A new Framework Agreement for Property Services with Trii-borough access **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)	Cabinet Member for Transport and Technical Services Ward(s): All Wards Contact officer: Maureen McDonald-Khan maureen.mcdonald-khan@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 *(other relevant documents may be submitted)*
		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	2 Sep 2013 Reason: Expenditure more than £100,000	**Frameworki - Re-procurement - Contract Award** To approve new contract award for provision of adult social care IT system (Frameworki). **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 Community Care Ward(s): All Wards Contact officer: Mark Hill mark.hill2@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	2 Sep 2013 Reason: Affects more than 1 ward	**2013_14 Corporate Revenue Monitoring Month 2** Report on the projected outturn for both the General Fund and the Housing Revenue Account for 2013_14.	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	2 Sep 2013 Reason: Expenditure more than £100,000	**Hammersmith Library Refurbishment and Relocation of Archives Procurement** To seek approval for the Scape framework procurement route for the Hammersmith Library	Deputy Leader (+ Residents Services) Ward(s): Avonmore and Brook Green; Hammersmith Broadway	A detailed report for this item will be available at least five working days before the date of the meeting and will include details

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		refurbishment and the relocation of the archives.	 Contact officer: David Ruse Tel: 02087533876 David.Ruse@lbhf.gov.uk	of any supporting documentation and / or background papers to be considered.
Cabinet	2 Sep 2013 Reason: Expenditure more than £100,000	**Capital Programme 2012-13 - Quarter 4 Outturn** To report outturn for the fourth quarter. **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) 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.
October				
Cabinet	14 Oct 2013 Reason: Affects more than 1 ward	**Review of Payment options for leaseholders receiving estimated major works invoices** Leaseholders are currently charged for major works after completion of the contract and are able to make use of a number of payment options to pay the invoices. Cabinet has already agreed for major works to be invoiced on an interim basis but before the process is initiated the payment options will need to be agreed.	Cabinet Member for Housing Ward(s): All Wards Contact officer: Kathleen Corbett Tel: 020 8753 3031 Kathleen.Corbett@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 Oct 2013	**Waste and Street Scene Service Review**	Deputy Leader (+ Residents Services)	A detailed report for this item will be available at least

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	Reason: Expenditure more than £100,000	Report from Bi-Borough Waste and Street Scene Service Review	Ward(s): All Wards Contact officer: Sue Harris, Chris Noble Tel: 020 8753 4295, Sue.Harris@lbhf.gov.uk, chris.noble@lbhf.gov.uk	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 Oct 2013 Reason: Expenditure more than £100,000	**TfL funded annual integrated transport investment programme 2014/15** This report refines and details the integrated transport programme which forms part of the council's approved transport plan (LIP2) to be undertaken in 2014/15 funded by Transport for London (TfL). This report contains a new three year delivery plan 2014/15 to 2016/17, interim LIP2 targets and a submission for the Mayors cycling vision fund.	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.
Cabinet	14 Oct 2013 Reason: Affects more than 1 ward	**2013_14 Corporate Revenue Monitoring Month 3** Report on the projected outturn for both the General Fund and the Housing Revenue Account for 2013_14	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	14 Oct 2013 Reason: Affects more than 1 ward	**2013_14 Corporate Revenue Monitoring Month 4** Report on the projected outturn for both the General Fund and the Housing Revenue Account for 2013_14.	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.

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Cabinet	14 Oct 2013 Reason: Expenditure more than £100,000	**Capital Budget Monitor 2013/14 - Quarter 1** To report the forecast outturn and projected CFR **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) 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.
November				
Cabinet	11 Nov 2013 Reason: Affects more than 1 ward	**2013_14 Corporate Revenue Monitoring Month 5** Report on the projected outturn for both the General Fund and the Housing Revenue Account for 2013_14.	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.
December				
Cabinet	9 Dec 2013 Reason: Affects more than 1 ward	**Housing and Regeneration Joint Venture - Selection of Preferred Partner** Following an OJEU procurement, final selection of a private sector partner to form a Joint Venture with the Council. **PART OPEN**	Cabinet Member for Housing Ward(s): All Wards Contact officer: Matin Miah Tel: 0208753 3480 matin.miah@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

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		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.		papers to be considered.
Cabinet	9 Dec 2013 Reason: Affects more than 1 ward	**2013_14 Corporate Revenue Monitoring Month 6** Report on the projected outturn for both the General Fund and the Housing Revenue Account for 2013_14.	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.
January 2014				
Cabinet	6 Jan 2014 Reason: Expenditure more than £100,000	**Economic Development Priorities** This report seeks members' approval for future economic development priorities which respond to the borough's longer term economic growth and regeneration vision and makes recommendations on use of Section 106 funds to achieve key outcomes.	Leader of the Council (+Regeneration, Asset Management and IT) Ward(s): All Wards Contact officer: Kim Dero Tel: 020 8753 4229 kim.dero@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	6 Jan 2014 Reason: Affects more than 1 ward	**Letting of a concession to monetise the ducting within the council owned CCTV network** Monetising LBHF CCTV network **PART OPEN** **PART PRIVATE**	Deputy Leader (+ Residents Services) Ward(s): All Wards Contact officer: Sharon Bayliss	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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		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.	Tel: 020 8753 1636 sharon.bayliss@lbhf.gov.uk	and / or background papers to be considered.
Cabinet	6 Jan 2014 Reason: Affects more than 1 ward	**2013_14 Corporate Revenue Monitoring Month 7** Report on the projected outturn for both the General Fund and the Housing Revenue Account for 2013_14.	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.
March 2014				
Cabinet	3 Mar 2014 Reason: Affects more than 1 ward	**2013_14 Corporate Revenue Monitoring Month 8** Report on the projected outturn for both the General Fund and the Housing Revenue Account for 2013_14.	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.
April 2014				
Cabinet	7 Apr 2014 Reason: Affects more than 1 ward	**2013_14 Corporate Revenue Monitoring Month 10** Report on the projected outturn for both the General Fund and the Housing Revenue Account for 2013_14.	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 *(other relevant documents may be submitted)*
			Contact officer: Jane West Tel: 0208 753 1900 jane.west@lbhf.gov.uk	documentation and / or background papers to be considered.
Cabinet	7 Apr 2014 Reason: Affects more than 1 ward	**2013_14 Corporate Revenue Monitoring Month 10** Report on the projected outturn for both the General Fund and the Housing Revenue Account for 2013_14.	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.

NOTICE OF CONSIDERATION OF A KEY DECISION
(published 25 June 2013)

In accordance with paragraphs 9 and 10 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the Cabinet hereby gives notice of an additional Key Decision which it intends to consider at its next meeting.

ADDITIONAL KEY DECISION PROPOSED TO BE MADE BY CABINET ON 22 JULY 2013

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*

* This decision 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** ***(other relevant documents may be submitted)***
Cabinet	22 Jul 2013 Reason: Affects more than 1 ward	**Delivering the Schools' Capital Programme** 2nd stage allocation of Government funding to schools projects.	Cabinet Member for Children's Services Ward(s): All Wards Contact officer: David Mcnamara David.Mcnamara@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.

h&f
the low tax borough

NOTICE OF CONSIDERATION OF A KEY DECISION (published 4 July 2013)

In accordance with paragraphs 9 and 10 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, the Cabinet hereby gives notice of an additional Key Decision which it intends to consider at its next meeting.

ADDITIONAL KEY DECISION PROPOSED TO BE MADE BY CABINET ON 22 JULY 2013

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.

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*

This decision 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** ***(other relevant documents may be submitted)***
Cabinet	22 Jul 2013 Reason: Expenditure more than £100,000	**Data Centre Migration** Relocating Data Centre services to achieve savings and reduce carbon emissions. **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) Ward(s): All Wards Contact officer: Howell Huws Tel: 020 8753 5025 Howell.Huws@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.