

AGENDA FOR CABINET



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To: All Members of Cabinet

Councillors : E O'Brien (Leader and Cabinet Member, Strategic Growth) (Chair), N Boroda (Cabinet Member for Health and Adult Care), C Cummins (Cabinet Member, Housing Services), R Gold (Cabinet Member, Finance and Communities), C Morris (Cabinet Member, Culture, Economy & Skills), A Quinn (Cabinet Member, Environment, Climate Change and Operations), T Rafiq (Cabinet Member, Corporate Affairs and HR) and L Smith (Deputy Leader and Cabinet Member, Children and Young People)

Dear Member/Colleague

Cabinet

You are invited to attend a meeting of the Cabinet which will be held as follows:-

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| Date: | Wednesday, 10 January 2024 |
| Place: | Bury Town Hall |
| Time: | 6.00 pm |
| Briefing Facilities: | If Opposition Members and Co-opted Members require briefing on any particular item on the Agenda, the appropriate Director/Senior Officer originating the related report should be contacted. |
| Notes: | |

AGENDA

1 APOLOGIES FOR ABSENCE

2 DECLARATIONS OF INTEREST

Members of Cabinet are asked to consider whether they have an interest in any of the matters of the Agenda and, if so, to formally declare that interest.

3 PUBLIC QUESTION TIME

Questions are invited from members of the public about the work of the Cabinet.

Notice of any question must be given to Democratic Services by midday on Monday, 8 January 2024. Approximately 30 minutes will be set aside for Public Question Time, if required.

4 MEMBER QUESTION TIME

Questions are invited from Elected Members about items on the Cabinet agenda. 15 minutes will be set aside for Member Question Time, if required.

Notice of any Member question must be given to the Monitoring Officer by midday Friday, 5 January 2024.

5 MINUTES *(Pages 5 - 20)*

Minutes from the meeting held on 13 December 2023 are attached.

6 ADOPTION OF PUBLIC PROTECTION ENFORCEMENT POLICY *(Pages 21 - 52)*

Report of the Cabinet Members for Culture, Economy and Skills, Environment, Climate Change and Operations, and Housing Services is attached.

7 CHILDREN'S SERVICES DIRECTORATE - SENIOR MANAGEMENT STRUCTURE *(Pages 53 - 94)*

Report of the Cabinet Member for Children and Young People is attached.

8 STRATEGIC HOUSING REVIEW - MANAGEMENT OF HOUSING STOCK *(Pages 95 - 102)*

Report of the Cabinet Member for Housing Services is attached.

9 PROPOSAL TO UTILISE A DYNAMIC PURCHASING SYSTEM FOR DISABLED ADAPTATIONS *(Pages 103 - 210)*

Report of the Cabinet Member for Housing Services is attached.

10 MINUTES OF ASSOCIATION OF GREATER MANCHESTER AUTHORITIES / GREATER MANCHESTER COMBINED AUTHORITY *(Pages 211 - 226)*

To consider the minutes of the meeting of the Greater Manchester Combined Authority held on 24 November 2023.

11 URGENT BUSINESS

Any other business which by reason of special circumstances the Chair agrees may be considered as a matter of urgency.

a APPOINTMENTS UPDATE *(Pages 227 - 230)*

Report of the Cabinet Member for Corporate Affairs and HR is attached.

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Minutes of: CABINET

Date of Meeting: 13 December 2023

Present: Councillor E O'Brien (in the Chair)
Councillors C Cummins, R Gold, C Morris, A Quinn, T Rafiq,
L Smith and T Tariq

Also in attendance: Councillors R Bernstein and M Smith

Officers in attendance: Lynne Ridsdale, Chief Executive
Jacqui Dennis, Director of Law and Democratic Services
Paul McKeivitt, Interim Section 151 Officer
Jeanette Richards, Director of Children and Young People
Kate Waterhouse, Director of Strategy and Transformation
Donna Ball, Director of Operations
Adrian Crook, Director of Community Commissioning
Robert Summerfield, Assistant Director of Regeneration
Delivery
Paul Cooke, Strategic Lead, Education
Julie Gallagher, Democratic Services

Public Attendance: No members of the public were present at the meeting.

Apologies for Absence: There were no apologies for absence.

CA.89 DECLARATIONS OF INTEREST

There were no declarations of interest.

CA.90 PUBLIC QUESTION TIME

There were no public questions.

CA.91 MEMBER QUESTION TIME

There were no Member questions.

CA.92 MINUTES

It was agreed:

That the minutes of the meeting held on 7th November 2023 be approved as a correct record.

CA.93 MEDIUM TERM FINANCIAL PLAN REFRESH

Councillor Richard Gold, Cabinet Member for Finance and Communities, presented the report which contained details of the Council's Medium Term Financial Plan

(MTFP) the plan will run to 2026/27 and will be refreshed as part of the annual budget setting process in February 2024.

The Cabinet Member reported that a mid-year review of the MTFP has been undertaken as a matter of good practice and consideration given to the pressures Bury Council is experiencing in the current financial year.

The review has indicated a provisional budget deficit of £41.582m over the next three years to 2026/27 before proposed savings. This provision budget gap is broken down across the three years as £22.611m in 2024/25; £12.789m in 2025/26 and £6.182m in 2026/27.

This report provides the detail of the updated MTFP forecast and sets out options to address this deficit.

Responding to a question from Councillor Bernstein, the Cabinet Member for Finance and Communities reported that the Financial Improvement Panel who have been providing assistance and support to the Council had recommended that Committee reports be presented in a more “user friendly” manner to enable Members to better scrutinise the financial information presented to them.

Decision:

The Cabinet:

1. Approves the updated medium term financial plan and the assumptions regarding resources and spending requirements, as of November 2023. It should be noted that this information does not yet include the national Provisional Local Government settlement which is expected in December 2023.
2. Notes the projected medium term budget gap of £41.582m of which £22.611m is 2024/25, a further gap of £12.789m in 2025/26 and a further £6.182m in 2026/27.
3. Notes that there is still a remaining gap in the 2024/25 budget and that further work will continue to close this over the next two months, before the final budget proposals are made to Members in February 2024.

Reasons for the decision:

It is a legal requirement that all local authorities set a balanced budget before the start of each financial year. It is also a requirement to consult on service closures and changes and, in order to do this in advance of decisions being made, consideration needs to be given as to which of the savings proposals this affects

Early and iterative planning is essential for the Council to proactively respond to the financial challenge in future years.

Other options considered and rejected:

Officers and Members have undertaken significant work over the past six months to review all areas of potential savings and bring forward proposals which, insofar as is

possible align with the Council's strategic objectives as described in the LET'S Do It Strategy.

CA.94 PRESTWICH VILLAGE REGENERATION: APPROPRIATION OF LAND AT FAIRFAX ROAD AND RECTORY LANE FOR PLANNING PURPOSES - PART A

The Leader and Cabinet Member for Strategic Growth presented an update to Members on the Prestwich Village Regeneration, namely the appropriation of land at Fairfax Road and Rectory Lane for planning purposes.

The Leader reported that a large part of the Council's Land included in the Prestwich Village proposals is currently open to public access and may be impacted by to varying degrees adverse third party rights. Any person who holds the benefit of such a legal right or interest and who suffers a relevant loss when development takes place would be entitled to claim statutory compensation pursuant to section 204 of the Housing and Planning Act 2016.

The Leader reported that the details of the statutory compensation are commercially sensitive and linked information which is likely to reveal the identity and financial position of individuals is personally sensitive and is therefore exempt from this Part A Cabinet report. Such details are set out in a Part B Cabinet report.

Recommendation(s)

Cabinet:

1. Approves the appropriation of the Council's Land for planning purposes to facilitate the development of the Council's Land by the Prestwich Regeneration LLP.
2. Notes the criteria to be met before development that may interfere with third party rights may take the benefit of section 203 of the Housing and Planning Act 2016.
3. Notes the potential for claims for compensation arising from the interference with third-party rights. And to ensure that prior to the commencement of any development that might cause such interference, sufficient funds have been reserved by the Council before its development of the Council's Land and/or an indemnity has been put in place with the Prestwich Regeneration LLP as a condition to the drawdown and development of the Council's Land by them to meet the likely compensation arising from such claims.
4. Approve for the Executive Director of Place in consultation with the Executive Director of Law and Democratic Services to have delegated authority to enter into an indemnity agreement with the Prestwich Regeneration LLP and settle compensation claims that may be submitted.

Reasons for Recommendation(s)

The Council's Land may be impacted by third-party rights or interests that could affect the development to be carried out by the Prestwich Regeneration LLP. The owners and beneficiaries of third-party rights may take legal action to protect those rights.

The appropriation of the Council's Land for planning purposes would convert any third-party rights or interests to an entitlement to compensation allowing the development to be carried out.

The criteria to be satisfied before the powers within section 203 of the Housing and Planning Act 2016 may be relied on have been clearly identified and it has been made clear that the carrying out of building or maintenance work may not be undertaken in breach of a private right or interest unless those criteria are met.

The Human Rights of third parties, who may claim to have the benefit of rights over the Council's Land have been considered and the interference with any such rights would be proportionate in the context of the public benefits of the scheme proposals and that there is a compelling case in the public interest to do so.

Alternative Options Considered and Rejected:

The scheme proposals could be designed in such a way as to avoid the infringement of potential rights or interests but the constraint that would place on the development proposals would significantly reduce or potentially negate the regeneration benefits of the scheme.

In some cases, it is possible to identify the beneficiaries of every private right or interest over land and negotiate the release of such right or interest, but the nature and uncertainty of the potential rights or interests in this case do not make that feasible or achievable within a reasonable timescale.

Another alternative to appropriation of land for planning purposes would be for the Council to seek title indemnity insurance, but such insurance would not overreach any claimed rights, leaving a residual risk that a third party could prevent the redevelopment of the Council's Land.

It is therefore considered that the best option to deal with any third-party rights is to appropriate the Council's Land for planning purposes.

CA.95 RELOCATION OF SPRING LANE SCHOOL TO THE NEW KERSHAW CENTRE

Following consideration of previous Cabinet reports in relation to the development of the new Radcliffe Secondary School, the Deputy Leader and Cabinet Member for Children and Young People presented a further report to update Members on the relocation of the Spring Lane School.

The Cabinet Member reported that a number of options were considered to accommodate the needs of Spring Lane School and the focus more recently has been on the use of Council owned premises. This has resulted in the identification of the New Kershaw Centre (NKC) as a viable proposition. The NKC currently accommodates a number of Children's Services teams, including a number of social care services, a base for care leavers, and the youth service.

It is anticipated that existing services will be relocated on w/c 8th of January 2024, to other Council owned premises, with the majority of those services being accommodated in 6 Knowsley Place and the Town Hall.

The Leader detailed design work is on-going in respect of the necessary adaptations to the NKC and Park House to facilitate movement of the PRU early next year. This design activity is progressing alongside required planning/design of adaptations to 6 Knowsley Place and the Bury Town Hall to facilitate the move of staff from the Children and Young People's directorate currently operating from NKC.

A high-level cost plan has been developed for delivery of the NKC/Park House project and this also includes provisional (estimated) sums for associated construction and design activity for adaptations to 6KP and the Bury Town Hall. The cost plan will evolve as the design is developed. At present the total cost of project activity is estimated at £1,758,000 which covers the initial phase of works. Further phases of work will be subject to a separate report.

The project will be overseen by BGI officers and will report to the Council's Regeneration Board for project assurance/oversight.

Given the need to invest in this interim solution, and the inability to deliver the scheme at Spurr House on time, it is no longer proposed to proceed with the adaptations to Spurr House and this project is now closed. Instead, an options appraisal exercise will be commissioned through BGI, to consider the future accommodation needs of the Pupil Referral Unit, and how they might be met.

Before inviting questions from those present, the Leader apologised for the lateness of this report and also the home to school transport policy.

Councillors Smith and Bernstein, raised concerns in relation to; preparedness, procurement, ability to secure labour and finance comments contained within the first iteration of the report shared with Members of the Cabinet.

Responding firstly, the Chief Executive Officer reported that, she can provide full assurance that the financing of this project has been considered at the Regeneration Board and is provided for in the Capital Programme.

The Cabinet Member for Children and Young People acknowledged concerns that the Members have raised but she has full confidence that the Council can deliver on the programme as outlined in the report.

Recommendation(s)

To approve the plans to develop the New Kershaw Centre to accommodate the needs of Spring Lane School

To approve expenditure of £1,758,000 from the Children's Services Capital Programme to meet initial costs of adaptations to the New Kershaw Centre, Park House and associated adaptations to facilitate transfer of Children's staff currently operating in NKC.

To note plans to relocate a number of Children’s Services teams from the New Kershaw Centre, Park House and associated adaptations to facilitate transfer of Children’s Services staff currently operating in NKC to the Town Hall and 6 Knowsley Place.

Reasons for recommendation(s)

The use of the New Kershaw Centre by Spring Lane School will enable vacant possession of the Spring Lane site to be provided to the DfE. This will negate the need for the payment of a financial penalty by the Council and enable construction of the new secondary school to proceed.

Alternative options considered and rejected

The Council looked at a number of options to provide an interim solution to accommodate Spring Lane School. This included use of other Council owned property, and the use of modular accommodation.

No other Council owned property could meet the needs of the school within the available timescale. Availability and cost of modular accommodations has been impacted by supply pressures nationally, linked to RAAC, meaning that use of modulars is no longer a viable option.

CA.96 EXTENSION OF CONTRACT FOR CHILDRENS SAFEGUARDING EQUINOX PROJECT TEAM

The Deputy Leader and Cabinet Member for Children and Young People presented a report seeking approval for an extension of the Equinox Project Team, currently commissioned to support core statutory safeguarding services, to enable Bury Council to protect vulnerable children and young people from harm, in accordance of the principles outlined within the CA 1989.

Responding to a question from Councillor Bernstein, the Cabinet Member reported that social work recruitment is a primary focus for herself and the department and is frequently discussed at the Children’s Improvement Board. In addition to international recruitment, work has been undertaken to “grow your own” and a number of agency staff have been converted into permanent staff

Recommendation(s)

Cabinet Approves the extension of the Equinox Project Team until 31st March 2024.

Reasons for recommendation(s)

If the project team is not extended this will significantly impact upon the council’s ability to carry out its statutory functions in order to keep children and young people safe from

harm. It would be better for the project team to be reduced in a gradual and managed way to reduce the impact of the service losing a full team of very experienced child protection social workers who are currently holding 140 cases. The sudden exit of the team would result in these cases having to be absorbed within the 4 Family Safeguarding Teams which are insufficiently staffed at present.

Alternative options considered and rejected

Other options have been considered such as exiting the project team more imminently and back filling these positions with agency social workers. Currently, the number of agency applications has reduced and there is insufficient availability to back fill the project team.

It is also important to note that the project team have been in place since January 2022 and have gained vast experience and knowledge in relation to Bury and its children. The loss of these Social Workers would impact on the children and families opened to the service. It is also important to ensure good transition of families is in place. The project team will reduce from 6 to 4 social workers by the end of January, 4 to 2 SW's in February and the final 2 leaving by the end of March.

CA.97 HOME TO SCHOOL AND COLLEGE TRANSPORT POLICY - PROPOSAL TO CONSULT ON CHANGES TO THE POLICY

The Deputy Leader and Cabinet Member for Children and Young People presented a report to Cabinet which included a proposal to consult on changes to the home to school and college transport policy.

The policy was last subject to review in 2015, following the publication of the Children & Families Act 2014, which introduced significant reforms in respect of Special Educational Needs and Disabilities. The DfE has recently published updated guidance in respect of transport and the Bury policy needs to be reviewed and refreshed to reflect this guidance.

Following an investigation into current arrangements by the Council is amending it's policy to make clear that, where the Council decides transport is necessary to enable young adults with an EHC Plan to maintain their placement, they will not be charged, in line with the Council's statutory duty.

A draft policy has been written that meets the Council's statutory obligations.

Responding to a question from Councillor Bernstein, the Leader reported that the investigation referred to above, details of which and the implications for the Council will be shared with Members of Cabinet.

Recommendation(s)

Cabinet:

Notes the intention to co-produce a home to school transport policy for consideration for wider consultation and to receive a report in March 2024 with recommendations having regard to the outcome of the consultation.

Reasons for recommendation(s)

The proposed changes respond to revised guidance from the DfE in respect of home to school transport and also responds to complaints in respect of post 19 provision (adult learners).

Alternative options considered and rejected

The changes are required to ensure that the policy is reflects updated Government guidance and remains statutorily compliant.

CA.98 ADULT SOCIAL CARE PERFORMANCE QUARTER ONE AND QUARTER TWO REPORT 2023/24

The Deputy Leader and Cabinet Member for Health and Wellbeing presented the Adult Social Care Department Quarter 1 and 2 Report for 2023-24. The report outlines delivery of the Adult Social Care Strategic Plan, preparation for the new CQC Assessment regime for local authorities and provides an illustration and report on the department's performance framework.

Responding to a question from Councillor Bernstein, the Deputy Leader and Cabinet Member for Health and Wellbeing reported that he would be happy for further detail in relation to Adult Social Care to be included in future Cabinet quarterly monitoring reports.

The Leader asked that his thanks be placed on record to Adrian Crook, Director of Community Commissioning and his team for their excellent work which has been highlighted and commended in the recent Peer Review.

Recommendation(s)

To note the report.

Reasons for recommendation(s) N/A.

Alternative options considered and rejected. N/A.

CA.99 TRANSFER OF 11 - 13 STOCK STREET, BURRS COUNTRY PARK, BURY TO HOUSING SERVICES

The Cabinet Member for Housing Services presented a reported to Council to propose the transfer 11 – 13 Stock Street, Bury from the Land & Property Team to Housing Services, for the provision of temporary accommodation in accordance with the recommendations in section 2 of the accompanying report.

If this proposal is approved, the property will provide temporary accommodation for larger, low-income families who are statutory homeless and in priority need, until a more permanent solution can be found. The rent would be capped at the Local Housing Allowance (LHA) rate to ensure affordability. Rental income generated from the letting of this property would be paid into the Housing Revenue Account (HRA).

Recommendations:

Cabinet:

1. Agree that this property is declared surplus from the Land & Property Team and transferred by appropriation to Housing Services (under Section 122 of the Local Government Act 1972), for the provision of temporary accommodation for larger families who are statutory homeless and in priority need.
2. Agree that refurbishment costs can be funded in their entirety via accumulated commuted sums which have specifically been identified for the acquisition and refurbishment of empty properties in the borough.
3. Agree that an affordable monthly rent of £797.81 can be charged for this property in line with LHA rates, to ensure affordability.
4. Delegate the finalised terms of the transfer to the Director of Law and Governance in conjunction with the Director of Place and Cabinet Member for Housing.

Reasons for recommendations:

The number of homeless households and those living in temporary accommodation is increasing, due to significant shortages within the housing stock, net inward migration and unaffordable rented accommodation in the private sector.

The Council is in urgent need of temporary family housing, to support larger households in priority need who are statutory homeless. At present, there are no 4-bedroom properties within the temporary housing stock and larger families who are homeless are having to be re-housed in smaller properties or, as a last resort, bed and breakfast accommodation until something more suitable is available, which can be particularly detrimental to the health and development of children.

Alternative options:

Option 2 - sell the property at auction and retain the proceeds of the sale in the Council's General Fund.

Option 3 – sell the property at auction and ring-fence the proceeds of the sale to purchase an alternative 4-bedroom property in the borough, to accommodate families who are statutory homeless and in priority need.

The Cabinet Member for Corporate Affairs and HR presented a report to Cabinet which provided details of the proposal to Procure a Water Hygiene Monitoring Services for the Prevention of Legionella.

The Cabinet Member reported that the contract is for the period 01 July 2024 to 30 June 2027 with a possible extension option for a further 2 years.

This contract provides prevention of Legionella compliance to all council-controlled properties, schools that buy into the service and buildings occupied by Persona and Six Town Housing. There are 209 properties with the current contract, comprising of: 57 Schools, 11 Persona Buildings, 20 Six Town Housing managed properties and 121 council-controlled buildings.

This contract is managed through Architectural Services and is a traded service which is recharged out to individual client departments, schools that buy into the service and ALMO's such as Persona and Six Town Housing.

Recommendation(s)

Cabinet:

1. Approves the use of the ESPO Framework Agreement to procure the council's Water Hygiene Monitoring Service contract for the period 01 July 2024 to 30 June 2027 with a possible extension for a further 2 years. The council will use the framework by conducting a further competition exercise.
2. Notes that a further report will be presented to Cabinet following the completion of the mini - competition process with an award recommendation.

Reasons for recommendation(s)

The proposed arrangements ensure that the Council has a fully compliant water hygiene monitoring service provider in place.

The framework offers the council access to a choice of pre-approved, industry compliant water hygiene monitoring service providers where all supplier staff have been fully DBS checked and approved.

All suppliers on the framework have been pre-checked for financial stability, track record, experience and technical and professional ability. Framework is fully compliant with UK procurement regulations, the EU procurement directive and the council's contract procedure rules. Advice from the council's procurement team has been sought.

Framework offers the option of conducting a further competition exercise from all suppliers, this can be tailored to the council's specific requirements with the ability to tender for best value split between price and quality.

Social Value can and will be incorporated into the further competition exercise. This will form part of the quality assessment and will carry a 10% weighting in the award criteria.

The framework is free and available for use by any public body in the UK this includes Local Authority Establishments. ESPO is a public sector owned professional buying organisation (PBO), specialising in providing a wide range of goods and services to the public sector.

Alternative options considered and rejected

Option 2 - Carry out the water hygiene monitoring service in house.

This option is currently not feasible as the council does not have the labour capacity, suitably trained staff or the necessary IT infrastructure to carry out a service such as this. In order for this option to work the council would need to invest in additional resources both in staff, training, hardware and software requirements and was therefore determined as not a financially viable solution.

Option 3 - Carry out an open tender procurement exercise.

This option was considered and is possible, however this would involve significantly more time and costs in the procurement process as a whole and for no real benefit. The use of this framework is free and ensures that all suppliers have been evaluated and approved based on their capabilities, expertise, and compliance within required criteria along with pre-negotiated terms and conditions. Further competition exercise enables the council to tailor the service requirements to the council's specific needs. There are little or no benefits to going out to open tender over using this framework and as a result this option was dismissed.

CA.101 CONTRACT RENEWAL FOR THE SUPPLY AND DELIVERY OF VARIOUS LIQUID FUELS - PART A

The Cabinet Member for Environment, Climate Change and Operations presented a report to seek formal approval to use the Yorkshire Purchasing Organisation (YPO 1173 Liquid Fuels framework for the period 16 October 2023 to 15 October 2025 with two options to extend for an additional 12 months. The maximum Framework period will therefore be 4 years, from 16 October 2023 to 15 October 2027 (subject to annual review, incorporating price negotiations and KPI performance).

The various liquid fuels listed are available for use by all Council owned vehicles which equates to 22 separate service users including waste and recycling, highways, grounds maintenance, security and response services, adult and children's transport and Six Town Housing. Bury Council is an associate member of YPO, a Public Buying Organisation established in 1974 to maximise the value from consolidating demand and procuring collaborative supply contracts on behalf of its members and associates.

Recommendation(s)

Cabinet:

1. Approves the decision to use the new YPO Framework 1173 for 2 years with the option to extend for a further two twelve-month periods subject to satisfactory performance.

2. Approves the use of YPO's sole appointed framework supplier, Standard Fuels, for the supply of various fuels (diesel, gas oil and AdBlue) through the framework duration.
3. Approves the use of the YPO utility Framework Agreement to administer the purchase and supply and delivery of various liquid fuels for the period 16 October 2023 to 15 October 2027.
4. Provide delegated authority to the Executive Director of Operations and Executive Director of Finance, in consultation with the portfolio lead for Environment, Climate Change and Operations to award the contract and facilitate the execution, implementation, and operation of the contract.

Reasons for recommendation(s)

The proposed arrangements will ensure that the Council has a compliant various liquid fuels contract in place.

Alternative options considered and rejected

Option 2 - Procure our own various liquid fuels by direct tender

This option is possible, but it would involve a standalone Public Contract Regulations (PCR) compliant tender to secure contracts directly with the selected utility provider(s) (or via a broker). This approach is unlikely to produce the best results due to the relatively small scale of the portfolio compared to that of most large purchasing organisations. In contrast, a Public Sector Buying Organisation such as YPO, can obtain more favourable wholesale prices through aggregating the demand of a large number of public sector organisations. In addition, a direct tender would require the Council to engage additional resources (skilled utility traders and additional staff for contract management) and provide greater risk of exposure to utility price fluctuations . It was therefore determined as unviable.

Option 3 - Procure through a Private Sector based provider.

The Council would be required to invite tenders for a private sector Third Party Intermediary (TPI) to procure various fuel supply, but it would need to be sure that it would be getting best value through a truly aggregated contract. Full price transparency of all costs, including TPI fees and any commission paid by suppliers to the TPI would be needed. By aggregating the Council's volumes, the TPI could access various fuels market on our behalf, but we may only receive prices based on the supplier's view of the market. A full Public Contract Regulations compliant tender process would be required to engage with such a provider with all the associated resource and time implications this would entail. TPIs may have issues regarding business continuity in the present economic climate and are unlikely to be able to aggregate the council's volume with other customers in a PCR compliant manner or to the same level or offer the same additional and social value as the YPO contract. Due to this level of complexity and lack of in-house resources to deliver this, this option was dismissed.

CA.102 THE LOCAL AUTHORITY BIODIVERSITY DUTY: FIRST CONSIDERATIONS REQUIREMENT

The Cabinet Member for Environment, Climate Change and Operations presented a report which asking the Council to consider their Bio-diversity duty and what they can do to conserve and enhance biodiversity.

The Cabinet Member reported that the report sets out:

The new legal and procedural requirements for the Council to meet our biodiversity duty;

- The requirement to complete our first consideration of what action to take for biodiversity by the 1st January 2024;
- The scope and content of a draft Biodiversity Strategy which forms our first consideration of the current state of biodiversity in Bury and the potential actions that we could take to conserve and enhance biodiversity in the Borough;
- A proposal to consult residents and stakeholders on the draft Biodiversity Strategy; Work taking place to identify potential Council-owned receptor sites for off-site Biodiversity Net Gain; and The potential next steps.

The Leader responding to comments from Councillor M Smith reported that when undertaking any developments the Council would wish to avoid any environmental implications, in the first instance. This report acknowledges the Council's Biodiversity Duty and provides strong measures to mitigate impacts.

Recommendation(s)

Cabinet:

1. Notes the requirement to meet a new 'biodiversity duty' introduced by the Environment Act 2021.
2. Approves the publication of the draft Biodiversity Strategy for public consultation for a period of 6 weeks.
3. Notes that a final version of the Biodiversity Strategy will be presented to Cabinet for adoption, taking into account any responses to the consultation.
4. Notes the ongoing work on identifying receptor sites including Old Kays, Brandlesholme, Chesham, Hollins Mount, Springwater Park, Outwood and Philips Park.
5. Notes the further requirement for the Council to produce a report no later than 1 January 2026 detailing the biodiversity net gain resulting, or expected to result, from development granted planning permission in the Borough.

Reasons for recommendation(s)

The Natural Environment and Rural Communities Act 2006, as amended by the Environment Act 2021, gives public bodies the duty to conserve and enhance biodiversity and requires public bodies to complete a first consideration of what action to take for Biodiversity by 1 January 2024.

Alternative options considered and rejected

Not to publish a draft Biodiversity Strategy for consultation. However, the Council is still required to complete the first consideration of the Biodiversity Duty by 1 January 2024. The Council could consider how it can meet its biodiversity duty without consulting on the Strategy, or without a Strategy at all. This option has been

considered and rejected as the Council, the community and its partners would be unclear on their priorities and how to deliver them.

CA.103 MINUTES OF ASSOCIATION OF GREATER MANCHESTER AUTHORITIES / GREATER MANCHESTER COMBINED AUTHORITY

It was agreed:

That the minutes of the Greater Manchester Combined Authority meeting held on 27th October 2023 be noted.

CA.104 EXCLUSION OF PRESS AND PUBLIC

Decision:

That the press and public be excluded from the meeting under Section 100 (A)(4), Schedule 12(A) of the Local Government Act 1972, for the reason that the following business involves the disclosure of exempt information as detailed against the item.

CA.105 PRESTWICH VILLAGE REGENERATION - APPROPRIATION OF LAND AT FAIRFAX ROAD AND RECTORY LANE FOR PLANNING PURPOSES - PART B

Recommendation(s)

As set out in Part A.

In addition to paragraph 10 in Part A, Cabinet to note that approval for any potential compensation will be asked for as part of the RIBA Stage 4 costs in line with the developing funding strategy for the Prestwich Village redevelopment scheme.

Reasons for Recommendation(s)

As set out in Part A.

Alternative options considered and rejected

As set out in Part A.

CA.106 PROCUREMENT OF WATER HYGIENE MONITORING SERVICES FOR THE PREVENTION OF LEGIONELLA - PART B

Recommendation(s)

Cabinet:

Approves the use of the ESPO Framework Agreement to procure the Councils Water Hygiene Monitoring Service contract for the period 01 July 2024 to 30 June 2027 with a possible extension for a further 2 years. The Council will use the framework by conducting a further competition exercise.

Notes that a further report will be considered Cabinet following the completion of the mini - competition process with an award recommendation.

CA.107 CONTRACT RENEWAL FOR THE SUPPLY AND DELIVERY OF VARIOUS LIQUID FUELS - PART B

Recommendation(s)

Cabinet:

1. Approves the decision to use the new YPO Framework 1173 for 2 years with the option to extend for a further two twelve-month periods subject to satisfactory performance. The indicative total cost per annum is £1.35m which extrapolated over the full four-year contract is £5.4m.
2. Approve the use of YPO's sole appointed framework supplier, Standard Fuels, for the supply of various fuels (diesel, gas oil and AdBlue) through the framework duration.
3. Approves the use of the YPO utility Framework Agreement to administer the purchase and supply and delivery of various liquid fuels for the period 16 October 2023 to 15 October 2027 (at an annual cost of circa £1.35m per annum). The total estimated contract value will be circa £5.4m over a four-year period. (The annual and total contract value may change due to consumption patterns).
4. Provide delegated authority to the Executive Director of Operations and Executive Director of Finance, in consultation with the portfolio lead for Environment, Climate Change and Operations to award the contract and facilitate the execution, implementation, and operation of the contract.

Reasons for recommendation(s)

As set out in Part A. 4.

Alternative options considered and rejected

As set out in Part A.

COUNCILLOR E O'BRIEN
Chair

(Note: The meeting started at 6.00 pm and ended at 7.02 pm)

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| | |
|--------------------------------|------------------------------|
| Classification: Open | Decision Type: Key |
|--------------------------------|------------------------------|

| | | |
|-------------------|---|------------------------------|
| Report to: | Cabinet | Date: 10 January 2024 |
| Subject: | Adoption of Public Protection Enforcement Policy | |
| Report of | Cabinet Member for Culture, Economy and Skills | |
| Report of | Cabinet Member for Environment, Climate Change and Operations | |
| Report of | Cabinet Member for Housing Services | |

1.0 Summary

- 1.1 This report outlines the need for updating the enforcement policy within the Public Protection Service of the council. Recognising the dynamic nature of regulatory landscapes and the evolving challenges faced by the public, this update aims to strengthen the council's ability to safeguard public interests, enhance compliance, and ensure the effective enforcement of regulations.
- 1.2 The purpose of this report is to seek member approval of the attached Bury Council Public Protection Enforcement Policy found in Appendix 1. This new Enforcement Policy supersedes previous versions ensuring practices are in line with good governance and reflects recent changes in legislation, regulation, and enforcement options.
- 1.3 The policy provides guidance to officers, businesses and the general public on the range of options that are available to achieve compliance with legislation enforced by the Council's various regulatory services. It is designed to help officers; businesses and the general public understand our objectives and methods for achieving compliance and the criteria we consider when deciding the most appropriate response to a breach of legislation.
- 1.4 The policy document has been updated and changed to expand the scope of the policy to include all areas of Public Protection and to reflect the current structure of the Council. This matter affects all wards within the Borough.
- 1.5 This matter is a key decision.

2.0 Recommendation(s)

- 2.1 Council is requested to approve the adoption of the revised enforcement policy found in Appendix 1 which will ensure fair and transparent use of enforcement action and activities through existing delegated powers arrangements to officers in their statutory and non statutory enforcement activities.

3.0 Reasons for recommendation(s)

- 3.1 The revised enforcement policy is an essential requirement to ensure that the Council adopts a consistent and fair approach to enforcement and the current enforcement policy no longer reflects recent changes to enforcement strategies and regulatory enforcement options available to the Council.
- 3.2 The revised enforcement policy will ensure that the Council's regulatory services operate under a Policy which has been reviewed in line with good governance.
- 3.3 The revised enforcement policy will provide a number of regulatory services across the Council with a clear policy to ensure that enforcement, when absolutely required, is conducted in a consistent, proportionate, transparent and targeted fashion.

4.0 Alternative options considered and rejected

- 4.1 Not updating the policy could be considered an option, however for the purposes of good governance, best practice and to reflect the changes in legislation, regulation and enforcement options available to Council enforcement officers to ensure the policy reflects current operational practices and enforcement options.

Report Author and Contact Details:

Name: Ben Thomson
Position: Head of Public Protection
Department: Operations
E-mail: b.thomson@bury.gov.uk

Background

5.0 BACKGROUND

- 5.1 The Council has a key role to play in establishing an environment that assists in supporting and facilitating the growth of business and supporting local economic prosperity. At the same time there is the equally important role in protecting public health and safety and promoting community health

and well-being and protecting the environment. Fair and effective enforcement underpins this and ensures that we protect health, safety and quality of life for all those who live, visit and work in Bury and ensures that those businesses and individuals who undertake regulated activities do so lawfully.

5.1 The Regulatory Enforcement and Sanctions Act 2008 established The Local Better Regulation Office (LBRO). Over time this evolved into the Better Regulation Delivery Office (BRDO) which then became Regulatory Delivery (RD). The Office for Product Safety and Standards (OPS&S) succeeds the former Regulatory Delivery and works with local authorities and others to take forward its responsibilities, including Primary Authority and Better Business for All. It is part of the Department for Business, Energy and Industrial Strategy (BEIS).

5.2 The Act also imposed upon Public Protection a duty to:

- a) have regard to any guidance given to a Local Authority by OPS&S,
- b) a duty to comply with guidance where we are directed to do so by OPS&S, and
- c) a duty to have regard to any list of enforcement priorities published by OPS&S.

We are committed to doing so.

5.3 The Regulators Code (RC) provides a set of principles for Regulators to consider,

- a) Regulators should carry out their activities in a way that supports those they regulate to comply and grow.
- b) Regulators should provide simple and straightforward ways to engage with those they regulate and hear their views.
- c) Regulators should base their regulatory activities on risk.
- d) Regulators should share information about compliance and risk.
- e) Regulators should ensure clear information, guidance and advice is available to help those they regulate meet their responsibilities to comply.
- f) Regulators should ensure that their approach to their regulatory activities is transparent.

5.4 Section 6 of the Regulators' Code sets out an expectation that local authorities will ensure that their approach to their regulatory activities is transparent. This means we will publish our policy on how we intend to deliver regulation and what those affected can expect. We believe that our enforcement policy is clear, concise, transparent and fit for purpose. Included in our enforcement policy is the way we will deal with issues and what those regulated can expect.

5.5 The RC indicates that it is for each local authority to determine an approach to service standards that will work best for those it regulates and itself.

- 5.6 This policy commits Bury Council's Public Protection Service to good enforcement practice with effective procedures and clear policies. The Service includes the Environmental Crime, Environmental Health, Environmental Protection, Licensing, Trading Standards and Private Sector Housing.
- 5.7 This document has been prepared with regard to the current principal legislation and statutory guidance including:
- The Regulatory Enforcement and Sanctions Act 2008 (The RES Act).
 - Co-ordination of Regulatory Enforcement (Enforcement Action) Order 2009 SI665/2009 (The CRE Enforcement Order).
 - Co-ordination of Regulatory Enforcement (Procedure for References to RD) Order 2009 SI670/2009 (The CRE BRDO Order).
 - Legislative and Regulatory Reform Act 2006 (LRRRA).
 - Legislative and Regulatory Reform (Regulatory Functions) Order 2007 Regulators' Code (RC).
- 5.8 The document has also been prepared having regard to:
- The Enforcement Concordat: Good Practice Guide for England and Wales and the Principles of Good Enforcement: Standards; Openness; Helpfulness; Complaints; Proportionality and Consistency; the Human Rights Act 1988 and the Code for Crown Prosecutors.
 - The LRRRA Part 2 requires us also to have regard to the Principles of Good Regulation. We recognise that our regulatory activities should be carried out in a way which is proportionate, accountable, consistent, transparent, and targeted.
- 5.9 The primary function is to achieve regulatory compliance in order to protect the public, legitimate business, the environment, and groups such as consumers and workers. However, we reserve the right to take enforcement action in some cases after compliance has been achieved if it is in the public interest to do so. We will retain the discretion to depart from national guidelines where doing so will better meet local priorities and circumstances.

6.0 Scope and meaning of 'enforcement'

- 6.1 This Policy applies to all the legislation delegated to Public Protection Service and enforced by authorised officers with delegated enforcement powers employed by the Council. The delegated powers are listed and reproduced within the Council's constitution.
- 6.2 'Enforcement' includes any criminal or civil action taken by Enforcement Officers aimed at ensuring that individuals or businesses comply with the law.
- 6.3 For the purposes of The RES Act the term 'enforcement action' has been given a general statutory definition, which is:

- (a) action to secure compliance with a restriction, requirement, or condition in relation to a breach or supposed breach;
- (b) action taken in connection with imposing a sanction for an act or omission; and
- (c) action taken in connection with a statutory remedy for an act or omission.

7.0 **Engagement/Consultation**

7.1 Officers from each of the services were consulted and contributed to the policy and were satisfied that it reflected the provisions for regulation within their service.

Links with the Corporate Priorities:

8.0 The approval of the enforcement policy aligns itself to the 'Let's do it' principles, as will ensure a strategic and consistent approach to enforcement linked to improving outcomes in the Local communities in Bury. The enforcement policy will be used to ensure a clear open and transparent approach to enforcement which will strengthen and protect our local economy promoting Enterprise. The enforcement policy will ensure a fair and consistent approach to enforcement ensuring regulatory enforcement activities and regulators work consistently Together. The policy will enable the continuation of Strength based approach to regulatory enforcement and strengthen existing collaborative working across the Council, department and service.

Equality Impact and Considerations:

9.0 Whilst there are no implications arising directly from this report, officers when undertaking their statutory duties must have all due regard to the relevant Equalities legislation and guiding principles. For example, when considering whether to issue a fixed penalty notice or to require building works to be undertaken, the individual circumstances surrounding the alleged offence and critically the defendant's ability and capacity to comply must be considered on a case by case basis.

9.1 The EIA can be found in Appendix 2.

Environmental Impact and Considerations:

10.0 The effective and proper enforcement of regulatory services within Public Protection is essential to protect the local environment and the interests of residents, visitors and businesses in the borough from the harmful effects of environmental and public protection offences. The updated policy will help to ensure this remains the case.

- 10.1 There are no direct implications, however powers available to some officers support the improvement of local air quality, for example through enforcement of Clean Air legislation, which governs Smoke Control Areas including smoke from chimneys and the Environmental Protection Act 1990 which provides a legal basis and enforcement mechanism for other smoke and atmospheric issues to be controlled.
- 10.2 The regulation of specific commercial installations capable of emitting pollutants to the atmosphere also provide relevant authorised officers with powers to take enforcement action where specific atmospheric pollutant limits are breached.
- 10.3 This policy does not directly contribute to tackling climate change, however there is no known enforcement activity conducted under it which could act to the contrary.

Assessment and Mitigation of Risk:

| Risk / opportunity | Mitigation |
|---|---|
| The risks identified are of not implementing the updated enforcement policy. There is a risk of legal challenge should the policy or the actions taken as a result of it, not be compliant with the legislation around which it is based. | All risks are fully mitigated through consultation with the Trading Standards North West Legal group and local legal advice on policy content |

Legal Implications:

- 11 Under section 6 of the Human Rights Act 1998 the Council must not act in a way that is incompatible with the rights enshrined in the European Convention of Human Rights. In addition, section 146 of the Equality Act 2010 public sector equality duty requires equality considerations to be reflected in the design of policies and the delivery of services.
- 12 The Public Protection Enforcement Policy gives due regard to the provisions of the Human Rights Act 1998 and the Equality Act 2010 on how statutory and non-statutory enforcement activities and decisions under the Policy will impact and affect persons protected under the law.

Financial Implications:

- 13 There are no additional costs associated with this report. The income raised through civil penalties forms part of the budget framework and is reported through revenue budget setting and monitoring reports.
-

Appendices:

Appendix 1 – Proposed Public Protection Enforcement Policy

Appendix 2 – Equality Impact Assessment

Background papers:

None

Please include a glossary of terms, abbreviations and acronyms used in this report.

| Term | Meaning |
|-------------|--|
| RES | Regulatory Enforcement Sanctions Act |
| BEIS | Business, Energy and Industrial Strategy |
| BRDO | Better Regulation Delivery Office |
| CRE | Co-ordination of Regulatory Enforcement |
| LBRO | Better Regulation Delivery Office |
| OPS&S | Office for Product Safety and Standards |
| RC | Regulators Code |

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ENFORCEMENT POLICY

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1.0 INTRODUCTION

1.1 The Regulatory Enforcement and Sanctions Act 2008 established The Local Better Regulation Office (LBRO). Over time this evolved into the Better Regulation Delivery Office (BRDO) which then became Regulatory Delivery (RD). The Office for Product Safety and Standards (OPS&S) succeeds the former Regulatory Delivery and works with local authorities and others to take forward its responsibilities, including Primary Authority and Better Business for All. It is part of the Department for Business, Energy and Industrial Strategy (BEIS).

The Act also imposed upon Public Protection a duty to:

- a) have regard to any guidance given to a Local Authority by OPS&S,
- b) a duty to comply with guidance where we are directed to do so by OPS&S, and
- c) a duty to have regard to any list of enforcement priorities published by OPS&S.

We are committed to doing so.

- 1.2 The Regulators Code (RC) provides a set of principles for Regulators to consider,
- a) Regulators should carry out their activities in a way that supports those they regulate to comply and grow.
 - b) Regulators should provide simple and straightforward ways to engage with those they regulate and hear their views.
 - c) Regulators should base their regulatory activities on risk.
 - d) Regulators should share information about compliance and risk.
 - e) Regulators should ensure clear information, guidance and advice is available to help those they regulate meet their responsibilities to comply.
 - f) Regulators should ensure that their approach to their regulatory activities is transparent.
- 1.3 Section 6 of the Regulators' Code sets out an expectation that local authorities will ensure that their approach to their regulatory activities is transparent. This means we will publish our policy on how we intend to deliver regulation and what those affected can expect. We believe that our enforcement policy is clear, concise, transparent and fit for purpose. Included in our enforcement policy is the way we will deal with issues and what those regulated can expect.
- 1.4 The RC indicates that it is for each local authority to determine an approach to service standards that will work best for those it regulates and itself
- 1.5 This policy commits Bury Council's Public Protection Service to good enforcement practice with effective procedures and clear policies. The Service includes the Environmental Crime, Environmental Health, Environmental Protection, Licensing, Trading Standards and Private Sector Housing.
- 1.6 This document has been prepared with regard to the current principal legislation and statutory guidance including:
- The Regulatory Enforcement and Sanctions Act 2008 (The RES Act).

- Co-ordination of Regulatory Enforcement (Enforcement Action) Order 2009 SI665/2009 (The CRE Enforcement Order).
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- Legislative and Regulatory Reform Act 2006 (LRRRA).
- Legislative and Regulatory Reform (Regulatory Functions) Order 2007 Regulators' Code (RC).

1.7 The document has also been prepared having regard to:

- The Enforcement Concordat: Good Practice Guide for England and Wales and the Principles of Good Enforcement: Standards; Openness; Helpfulness; Complaints; Proportionality and Consistency; the Human Rights Act 1988 and the Code for Crown Prosecutors.
- The LRRRA Part 2 requires us also to have regard to the Principals of Good Regulation. We recognise that our regulatory activities should be carried out in a way which is proportionate, accountable, consistent, transparent, and targeted.

1.8 The primary function is to achieve regulatory compliance in order to protect the public, legitimate business, the environment, and groups such as consumers and workers. However, we reserve the right to take enforcement action in some cases after compliance has been achieved if it is in the public interest to do so. We will retain the discretion to depart from national guidelines where doing so will better meet local priorities and circumstances.

1.9 We recognise that prevention is better than cure, but where it becomes necessary to take formal enforcement action against a business, or member of the public, we will do so. There is a wide range of tools available to us as an enforcement agency. The actions we may take include:

- (a) No action;
- (b) Informal Action and Advice;
- (c) Fixed Penalty Notices;
- (d) Penalty Charge Notices;
- (e) Formal Notice;
- (f) Hygiene Prohibition Order & Hygiene Prohibition (Emergency) Order
- (g) Forfeiture Proceedings;
- (h) Seizure of goods/equipment;
- (i) Injunctive Actions and other Civil Sanctions including Civil Penalty;
- (j) Direct Action;
- (k) Works in Default;
- (l) Refusal/Suspension/Revocation of a licence;
- (m) Simple Caution;
- (n) Prosecution;
- (o) Enforced sale or compulsory purchase or Charging Order;
- (p) Proceeds of Crime Applications.
- (q) Banning Order

- 1.10 When considering formal enforcement action, Public Protection will, where appropriate and where reasonably practicable, discuss the circumstances with those suspected of a breach; and take these into account when deciding on the best approach. However, it must also be noted that legal processes dictated by statute will be applied in many instances where contraventions of legislation have been detected. This paragraph does not apply where immediate action is required to prevent or respond to a breach or where to do so is likely to defeat the purpose of the proposed enforcement action.
- 1.10 If you are a business operating in more than one Local Authority and you have chosen to have a registered Primary Authority Partnership under the RES Act we will, where required, comply with the agreement provisions for enforcement, and notify your Primary Authority of the enforcement action we propose to take. We may under that Act also refer the matter to RD if appropriate.

2.0 LEGAL STATUS OF THIS ENFORCEMENT POLICY

- 2.1 The Council approved this policy on XXXXXX .
- 2.2 This policy is intended to provide guidance for Enforcement Officers, businesses, consumers, and the public.

3.0 SCOPE AND MEANING OF 'ENFORCEMENT'

- 3.1 This Policy applies to all the legislation delegated to Public Protection Service and enforced by authorised officers with delegated enforcement powers employed by the Council. The delegated powers are listed and reproduced with in the Council's constitution.
- 3.2 'Enforcement' includes any criminal or civil action taken by Enforcement Officers aimed at ensuring that individuals or businesses comply with the law.
- 3.3 For the purposes of The RES Act the term 'enforcement action' has been given a general statutory definition, which is:
- (a) action to secure compliance with a restriction, requirement, or condition in relation to a breach or supposed breach;
 - (b) action taken in connection with imposing a sanction for an act or omission; and
 - (c) action taken in connection with a statutory remedy for an act or omission.
- 3.4 A list of specific 'enforcement actions' is provided in section 7 of this Policy. This means that if: you are a business or organisation registered with the Primary Authority scheme; we are proposing to take action against you, and that action is one of those listed then, unless one of the permitted exceptions applies, we will be required to contact your Primary Authority and give notice of the enforcement action we propose to take against you.
- 3.5 This document will assist authorised officers in interpreting and applying relevant legal requirements and enforcement policies in a fair and consistent manner, having regard to the individual circumstances of the case and the most appropriate enforcement body.

- 3.6 In certain circumstances we will seek to raise awareness and increase compliance levels by publicising unlawful trade practices or criminal activity. Where appropriate the results of specific court cases may also be published.

4.0 HOW TO OBTAIN A COPY OF THE POLICY OR MAKE COMMENTS

- 4.1 This Policy is available on the Bury Council website at:

<http://www.bury.gov.uk>

If you would like a paper copy of the Policy and/or you would like to comment on the Policy, please contact us by:

- (a) e-mailing tradingstandards@bury.gov.uk
 - (b) writing to Bury Council at 3 Duke Street, Bury, BL90EJ
 - (c) telephoning 0161 253 5353
- 4.2 On request, this Policy will be made available on tape, in Braille or large type.

5.0 GENERAL PRINCIPLES

- 5.1 Our principles are informed by a number of codes of practice and statute as well as the Regulators' Code, the Enforcement Concordat, and the Guidance of OPS&S as to how to apply these documents.
- 5.2 Our role involves actively working with the public and businesses to advise on and assist with compliance. However, where it becomes necessary to take formal enforcement action against a business, or member of the public, we will do so.
- 5.3 Where we consider that formal enforcement action is necessary each case will be considered on its own merits.
- 5.4 There are general principles that apply to the way each case must be approached. These are set out in this Policy.
- 5.5 In accordance with the Regulators' Code, the approach of Public Protection Service to the sanctions and penalties available to it will aim to:
- (a) change the behaviour of the offender;
 - (b) change attitudes in society to offences which may not be serious in themselves, but which are widespread;
 - (c) eliminate any financial gain or benefit from non-compliance;
 - (d) be responsive and consider what is appropriate for the offender and regulatory issue, which can include punishment and the public stigma that should be associated with a criminal conviction;
 - (e) be proportionate to the nature of the offence and the harm caused;

- (f) Aim to achieve restitution in respect of harm caused by regulatory non-compliance, where appropriate;
- (g) deter future non-compliance, and
- (h) comply with statutory requirements.

5.6 All enforcement decisions will be fair, independent, and objective. They will not be influenced by issues such as ethnicity or national origin, gender, religious beliefs, political views or the sexual orientation of the suspect, victim, witness or offender. Such decisions will not be affected by improper or undue pressure from any source.

5.7 Where possible, we will take into account the views of any victim, injured party or relevant person to establish the nature and extent of any harm or loss, and its significance in making the decision to take formal action. This may include actual or potential harm or loss or the impact on the wellbeing of the individual or potential or actual harm to communities or the environment.

5.8 Where possible, we will endeavour to ensure that those regulated can seek advice from the service about potential non-compliance without automatically triggering enforcement action. Each matter will be considered on its own merits and will determine the action by the service.

5.9 Bury Council is a public authority for the purposes of the Human Rights Act 1998. We will, therefore, apply the principles of the European Convention for the Protection of Human Rights and Fundamental Freedoms.

5.10 All enforcement activities, including investigations and formal actions, will always be conducted in compliance with the statutory powers of the officer and all other relevant legislation, including but not limited to the Police and Criminal Evidence Act 1984, the Criminal Procedure and Investigations Act 1996, the Human Rights Act 1998, the Regulation of Investigatory Powers Act 2000 and the Criminal Justice and Police Act 2001, and in accordance with any formal procedures and codes of practice made under this legislation in so far as they relate to Council enforcement powers and responsibilities.

5.11 This Policy helps to promote efficient and effective approaches to regulatory inspection and enforcement, which improve regulatory outcomes without imposing unnecessary burdens. This is in accordance with the Regulator's Code. In certain instances, we may conclude that a provision in the Code is either not relevant or is outweighed by another provision. We will ensure that any decision to depart from the Code will be properly reasoned, based on material evidence, and documented.

6.0 NOTIFYING ALLEGED OFFENDERS

6.1 If we receive information [for example from a complainant] that may lead to formal enforcement action against a business or individual we will notify that business or individual as soon as is practicable of any intended enforcement action, unless this could impede an investigation or pose a safety risk to those concerned or the general public.

- 6.2 In the course of the progression of enforcement investigations/actions, business proprietors or individuals and witnesses will be kept informed of progress. Confidentiality will be maintained and personal information about individuals will only be released to a Court when legally required and/or in accordance with the General Data Protection Regulations (GDPR).

7.0 ENFORCEMENT ACTION

7.1 An overview of the enforcement actions available

- 7.1.1 There are a large number of potential enforcement options. The level of the action taken varies from no action through to proceedings in Court. Examples of the main types of action that may be considered are shown below:

- (a) No action.
- (b) Informal Action and Advice.
- (c) Fixed Penalty Notices.
- (d) Penalty Charge Notices.
- (e) Formal Notice.
- (f) Hygiene Prohibition Order & Hygiene Prohibition (Emergency) Order
- (g) Forfeiture Proceedings.
- (h) Seizure of goods/equipment.
- (i) Injunctive Actions and other Civil Sanctions including Civil Penalty.
- (j) Direct Action
- (k) Works in default.
- (l) Refusal/revocation of a licence.
- (m) Simple Caution.
- (n) Enforced sale or compulsory purchase or Charging Order
- (o) Prosecution.
- (p) Proceeds of Crime Applications.
- (q) Banning order on a private landlord / letting agent

- 7.1.2 The order in which the enforcement actions are listed above is not necessarily in absolute order of escalating seriousness relative to each other. The Council reserves the right to escalate its level of enforcement action, having regard to the criteria in paragraph 7.2 of this policy.

7.2 Deciding what level of action is appropriate

- 7.2.1 In assessing what enforcement action is necessary and proportionate, consideration will be given to, amongst other things:
- (a) The seriousness of the compliance failure.
 - (b) The past and current performance or actions of any business and/or individual concerned.

- (c) Any obstruction on the part of the offender.
- (d) The risks being controlled.
- (e) Statutory guidance.
- (f) Codes of Practice.
- (g) Any legal advice.
- (h) Policies and priorities of Government, Bury Council and Bury Council's Licensing Committee.
- (i) A person's age in relation to young people (termed 'juveniles') aged under 18.
- (j) The existence of a Primary Authority agreement.
- (k) Any duty of a local authority or statutory provisions.

7.2.2 Certain enforcement action, such as the decision to Caution and/or the decision to prosecute, is further and specifically informed by those matters set out below at paragraphs 7.14 and 7.15.

7.2.3 Action is more likely to be taken if the following are of relevance;

- a) Situations where it is evidence that a vulnerable individual or group has been exploited.
- b) Obstruction of authorised officers of the service in the lawful execution of their duties
- c) Offences involving deceptions, fraud or negligence.
- d) Wilful disregard for the law
- e) Risk to public health and or safety
- f) Public nuisance
- g) Categories of offences which create significant financial burden to the taxpayer or impact at a community wide level or that undermine public/business confidence.

7.3 An explanation of the enforcement action options.

7.4 No Action

In certain circumstances, contraventions of the law may not warrant any action. This can be where the cost of compliance to the offender outweighs the detrimental impact of the contravention, or the cost of the required enforcement action to Bury Council outweighs the detrimental impact of the contravention on the community. A decision of no action may also be taken where formal enforcement is inappropriate in the circumstances, such as where the offender is elderly and frail or is suffering from mental health issues or serious ill health, and formal action would seriously damage their wellbeing. In such cases we will advise the offender of the reasons for taking no action.

7.5 Informal Action and Advice

For minor breaches of the law, we may give verbal or written advice. We will clearly identify any contraventions of the law and give advice on how to put them right, including a deadline by which this must be done. The time allowed will be reasonable and take into account the seriousness of the contravention and the implications of the non-compliance.

Sometimes we will advise offenders about 'good practice', but we will clearly distinguish between what they must do to comply with the law and what is advice only. Failure to comply could result in an escalation of enforcement action.

7.6 Fixed Penalty Notices

Certain offences are subject to fixed penalty notices were prescribed by legislation. They are recognised as a low-level enforcement tool and enable a defendant to avoid a criminal record by discharging their liability to a prosecution for the original offence. Where legislation permits an offence to be dealt with by way of a Fixed Penalty Notice (FPN), we may choose to administer a FPN on a first occasion, without issuing a warning. Failure to pay the FPN may lead to a prosecution.

7.7 Penalty Charge Notices

Penalty Charge Notices (PCN) are prescribed by certain legislation as a method of enforcement by which the offender pays an amount of money to the enforcer in recognition of the breach. Failure to pay the PCN will result in the offender being pursued in the County Court for non-payment of the debt. A PCN does not create a criminal record and we may choose to issue a PCN without first issuing a warning.

7.8 Failure to accept a FPN and/or a PCN

A failure to pay a FPN or PCN is a material consideration for the purpose of deciding whether a prosecution will be taken, or civil debt recovery commenced.

In order to maintain the integrity of this legislative regime and adherence to relevant statutory Codes of Practice, Public Protection & Prevention will consider an escalation of enforcement action. This will include consideration of a prosecution for the original offence under the primary legislation or civil action to recover the debt.

7.9 Formal Notice

Certain legislation allows notices to be served requiring offenders to take specific actions or cease certain activities. Notices may require activities to cease immediately where the circumstances relate to health, safety, environmental damage, or nuisance demand. In other circumstances, the time allowed will be reasonable, take into account the seriousness of the contravention, the implications of the non-compliance and the appeal period for that notice. Certain notices incur a financial charge.

All notices issued will include details of any applicable Appeals Procedures and any applicable fees.

Certain types of notice allow works to be carried out in default. This means that if a notice is not complied with [a breach of the notice] we may carry out any necessary works to satisfy the requirements of the notice ourselves. Where the law allows, we may then charge the person/business served with the notice for any cost we incur in carrying out the work. In some cases, these will be recorded on the Local Land Charges Register and

will incur a daily interest penalty charge until the debt is discharged. We may commence recovery actions through the courts against the person/business served with the notice. Notwithstanding the default power, non-compliance with notices may lead to a prosecution.

7.10 Hygiene Prohibition Order or Hygiene Emergency Prohibition Order

The order(s) prohibit a person from controlling a food business where there are serious hygiene offences or there is a history of previous hygiene offences. Consideration for applying for an Order is on a case-by-case basis where there is evidence that the Food Business Operator is not currently capable of running a food business safely. An Order may prohibit the use of all or part of the premises or prohibit the use of processes. The Order can also be requested following a conviction for a hygiene offence. A Hygiene Emergency Prohibition Order can be obtained where there is a risk of injury to health (including any impairment, whether permanent or temporary).

7.11 Forfeiture Proceedings

This procedure may be used in conjunction with seizure and/or prosecution where there is a need to dispose of goods in order to prevent them re-entering the marketplace or being used to cause a further problem. In appropriate circumstances, we will make an application for forfeiture to the Magistrates Courts.

7.12 Seizure

Certain legislation enables authorised officers to seize goods, equipment or documents for example unsafe food, sound equipment that is being used to cause a statutory noise nuisance, unsafe products or any goods that may be required as evidence for possible future court proceedings. When we seize goods, we will give the person from whom the goods are taken an appropriate receipt and details of any applicable appeals and/or property return procedures.

7.13 Injunctive Actions and other Civil Sanctions

In certain circumstances, for example, where offenders are repeatedly found guilty of similar offences or where it is considered that injunctive action is the most appropriate course of enforcement, then injunctive actions may be used to deal with repeat offenders; dangerous circumstances; harm to designated heritage and environmental assets or protected wildlife or consumer/ environmental/public health detriment.

7.14 Action under the Enterprise Act 2002;

Proceedings may be brought where an individual or organization has acted in breach of community or domestic legislation with the effect of harming the collective interests of consumers. In most circumstances action will be considered where there have been persistent breaches or where there is significant consumer detriment. Action can range from:

- (a) Informal undertakings.
- (b) Formal undertakings.
- (c) Interim Orders.

- (d) Court Orders.
- (e) Contempt Proceedings.

7.15 Community Protection Notices (CPN's) or Criminal Behaviour Orders (CBO's)

In certain circumstances Community Protection Notices (CPN's) or Criminal Behaviour Orders (CBO's) can be issued and obtained in respect of anti-social behaviour. Where the non-compliance under investigation amounts to anti-social behaviour such as persistent targeting of an individual or a group of individuals in a particular area, or activity that is deemed detrimental to quality of life a CPN or CBO may be sought or issued to stop the activity.

7.16 Civil Penalty

Civil Penalty of up to £30,000 can be issued as an alternative to prosecution under the Housing and Planning Act 2016 for breaches of the legislation. In determining the Civil Penalty amount, the Local Authority Housing Authority will have regard to the statutory guidance issued under schedule 9 of the Housing and Planning Act 2016, the DCLG developed Civil Penalty Matrix and Councils policy on Civil Penalties.

7.17.1 Suspension and Revocation of a Licence

7.17.2 Hackney Carriage and Private Hire Drivers

The grounds for refusing to renew a licence, or for suspending or revoking a licence, are based on whether the driver has:

- (a) been convicted of an offence involving dishonesty, indecency, or violence: or
- (b) been convicted of an offence under, or has failed to comply with, the provisions of the Town Police Clauses Act or Local Government (Miscellaneous Provisions) Act 1976; or
- (c) any other cause deemed to be reasonable.

A Hackney Carriage or Private Hire Drivers' licence may also be suspended or revoked with immediate effect if such a decision is deemed necessary in the interests of public safety. No conviction is required for this action to be taken. Matters will be considered on a case-by-case basis on the civil standard of proof.

7.17.3 Hackney Carriage and Private Hire Operators

The grounds for refusing to renew a licence, or for suspending or revoking a licence are based on:

- (a) any offence under, or non-compliance with the provisions of the Town Police Clauses Act or the Local Government (Miscellaneous Provisions) Act 1976
- (b) Any conduct on the part of the operator, which the Council considers makes them unfit to hold the licence;

- (c) Any material change since the licence was granted in any of the circumstances of the operator on the basis of which the licence was granted; or (d) Any other cause deemed reasonable.

7.17.4 Hackney Carriage Vehicle or Private Hire Vehicle – the grounds for refusing to renew a licence, or for suspending or revoking a licence are based on:

- (a) the vehicle is unfit for use as a hackney carriage or private hire vehicle.
- (b) where a vehicle does not meet the Bury Council Taxi Policy requirements
- (c) any offence under or non-compliance with the requirements of the Town Police Clauses Act or the Local Government (Miscellaneous Provisions) Act 1976
- (d) Any other reasonable cause

7.17.5 Premises Licences (Licensing Act 2003) – where a review of a Premises Licence is sought under Section 51 of the Act the options available to the Licensing Hearings Sub-Committee are:

- (a) Modification of the conditions of the Licence.
- (b) Exclusion of Licensable activity from the scope of the Licence.
- (c) Removal of the Designated Premises Supervisor.
- (d) Suspension of the Licence for a period not exceeding three months.
- (e) Revocation of the Licence.
- (f) Issue of a Warning Letter.
- (g) No Action.

7.17.6 Premises Licences (Gambling Act 2005) – where a review of a Premises Licence is sought under Section 202 of the Act, the options available to the Licensing and Safety Committee are:

- (a) Revocation of the Licence.
- (b) Suspension of the Licence for a specified period not exceeding three months.
- (c) Exclusion of a condition attached to the Licence, under Section 168, or removal or amendment of an exclusion.
- (d) Additions, removal, or amendment of a condition under Section 169.

7.17.7 General Licensing - where there is a breach of condition of Licence or Permit, upon hearing evidence, the Licensing and Safety Committee has the power to suspend, revoke or refuse to renew a Licence/Permit subject to the provisions of the legislation.

7.17.8 Correctional Training Courses - Where a driver of a hackney carriage or a private hire vehicle has committed a motoring offence the Taxi Licensing and Safety Committee have the option of requesting the driver to attend a nationally approved driving course as an alternative to revocation of a licence. The completion of a training course will be cited in the event of future legal proceedings against the individual.

7.18 Works in Default

In some circumstances it may be necessary for officers to carry out works to remedy the effects of an offence; such cases would include failure to comply with a notice or where

there are emergency repairs required to a dwelling, defective drainage to a property, activated intruder alarms, or inadequately secured properties. All reasonably incurred costs of carrying out the works will be recouped from the responsible person or placed as a charge on the property where this is an available option.

7.19 Simple Caution

In appropriate circumstances, where a prosecution would otherwise be justified, a Simple Caution may be administered with the consent of the offender. In 2005, Home Office Circular 30/2005 replaced the term Formal Caution with the term Simple Caution, to distinguish it from a Conditional Caution. Although the description changed, the significance of the sanction remained the same.

A Simple Caution is an admission of guilt, but is not a form of sentence, nor is it a criminal conviction.

For a Simple Caution to be issued, a number of criteria must be satisfied:

- (a) Sufficient evidence must be available to prove the case.
- (b) The offender must admit the offence.
- (c) It must be in the public interest to use a Simple Caution.
- (d) The offender must be 18 years or over.

For details on the Home Office guidance (Circular 30/2005) visit:

<http://webarchive.nationalarchives.gov.uk/20130125102358/http://www.homeoffice.gov.uk/about-us/corporate-publications-strategy/home-office-circulars/circulars2005/030-2005/>

We will also take into account whether the offender has received a simple caution within the last 2 years when determining whether a simple caution is appropriate for any subsequent offending.

If during the time the Simple Caution is in force the offender pleads guilty to, or is found guilty of, committing another offence anywhere in England and Wales, the Caution may be cited in court, and this may influence the severity of the sentence that the court imposes.

The refusal of an offender to be cautioned does not preclude the matter being passed for prosecution. In fact, any such failure will be a material consideration when deciding whether the offender should then be prosecuted for that offence.

7.20 Prosecution

In circumstances where none of the other forms of enforcement action are considered appropriate a prosecution will be considered and may ensue. When deciding whether to prosecute the Council has due regard to The Code for Crown Prosecutors as issued by the Director of Public Prosecutions. It sets out the general principles to follow when decisions are made in respect of prosecuting cases and has two tests:

Is there enough evidence against the defendant?

When deciding whether there is enough evidence to prosecute, the Council must consider what evidence can be used in court and is it reliable. The Council must be satisfied there is enough evidence to provide a "realistic prospect of conviction" against each defendant.

Is it in the public interest for the Council to bring the case to court?

A prosecution will usually take place unless the public interest factors against prosecution clearly outweigh those in favour of prosecution. For a copy of the Code for Crown Prosecutors visit:

http://www.cps.gov.uk/publications/code_for_crown_prosecutors/index.html

7.21 Proceeds of Crime Applications

The Council either through its own authorised officers or in cooperation with the Police may make application under the Proceeds of Crime Act 2002 to restrain and/or confiscate the assets of an offender. The purpose of any such proceedings is to recover the financial benefit that the offender has obtained from his criminal conduct.

7.22 Banning Order Applications

The use of these order is intended for the most serious offences and will be considered on a case-by-case basis. The criteria set out below will form the basis of the decision to seek a Banning Order:

- (a) One very serious offence (e.g., grievous bodily harm or blatant breach of a Prohibition Order under the Housing Act 2004 which potentially seriously affects the health and safety of the tenants) or
- (b) A number of offences of a less serious nature which shows lack of property management ability or concern for the safety and welfare of tenants. This might include several convictions for failure to comply with Improvement Notices under the Housing Act 2004 or a number of breaches of the Houses in Multiple Occupation Management Regulations.
- (c) A proposal will be submitted by the case officer, agreed by the Principal Private Sector Housing Officer or Head of Service, and then agreed with Legal Services before the Notice of Intention is served on the Landlord / agent.
- (d) All representations will be properly considered in discussion with the case officer, manager, and the legal team before making a final decision on whether to apply for a Banning Order.

8.0 DECISIONS ON ENFORCEMENT ACTION

Decisions about the most appropriate enforcement action to be taken are based upon those matters set out in the Sections above. Where appropriate, decisions about what enforcement action to take may involve consultation between:

- (a) Investigating Officer(s).
- (b) Senior managers
- (c) Bury Council Solicitors.
- (d) Licensing Regulatory Committee, any sub- committee thereof, Chair and Deputy Chair, where it is appropriate to do so.

(e) Planning Applications Sub-committee or Development Management Committee. The decision to prosecute will be taken by those with authority to do so in accordance with the Bury Council Scheme of Delegations.

9.0 PRIMARY AUTHORITY PARTNERSHIP SCHEME AND ITS ENFORCEMENT PROVISIONS

When we have come to the decision to take enforcement action against you and:

- (1) You are a business operating in more than one Local Authority and you have chosen to have a registered Primary Authority Partnership under The RES Act; and
- (2) The enforcement action we propose to take is covered by the definition of enforcement action for the purposes of Part 2 of The RES Act.

We will, where required to do so by that Act, comply with the agreement provisions for enforcement and notify your Primary Authority of the action we propose to take. Your Primary Authority has the right to object to our proposed action in which circumstances either they or we may refer the matter to RD.

10.0 LIAISON WITH OTHER REGULATORY BODIES AND ENFORCEMENT AGENCIES

In addition to the duties imposed upon us by the RES Act in respect of cooperating and working with Primary Authorities and the RD; we will, where appropriate, cooperate and coordinate with any relevant regulatory body and/or enforcement agency to maximise the effectiveness of any enforcement.

Where an enforcement matter affects a wide geographical area beyond the Council's boundaries or involves enforcement by one or more other local authorities or organisations; where appropriate all relevant authorities and organisations will be informed of the matter as soon as possible and all enforcement activity coordinated with them.

Public Protection will share intelligence relating to wider regulatory matters with other regulatory bodies and enforcement agencies, including:

- (a) Government Agencies.
- (b) Police Forces.
- (c) Fire Authorities.
- (d) Statutory undertakers.
- (e) Other Local Authorities.
- (f) Other internal Council Services

11.0 CONSIDERING THE VIEWS OF THOSE AFFECTED BY OFFENCES

11.1 The Council undertakes enforcement on behalf of the public at large and not just in the interests of any particular individual or group. However, when considering the public interest test, the consequences for those affected by the offence, and any views expressed by those affected will, where appropriate, be taken into account when making enforcement decisions. Those affected by the offence may be asked to provide written Victim Impact Statement for use in court proceedings.

12.0 PROTECTION OF HUMAN RIGHTS

- 12.1 This Policy and all associated enforcement decisions take account of the provisions of the Human Rights Act 1998. In particular, due regard is had to the right to a fair trial and the right to respect for private and family life, home and correspondence.

13.0 ENFORCEMENT POLICY – APPEALS AND COMPLAINTS

The Council has a Corporate Complaints Procedure, which can be found at:

<https://www.bury.gov.uk/council-and-democracy/complain-about-a-council-service>

Where a report is received from a person who is the subject of a law enforcement investigation or current/pending statutory action then the Corporate Complaints Procedure will not normally be used. The reasons for this and examples of relevant circumstances include:

- (a) Ongoing law enforcement investigation or legal process has commenced. In most situations law enforcement investigations fall under the requirements of the Police and Criminal Evidence Act 1984 (PACE). This imposes requirements on the circumstances in which the council can engage with a person who is suspected of committing an offence or who is the subject of current/pending law enforcement action. The Corporate Complaints Procedure cannot be used to attempt to override or circumvent PACE, for example to challenge elements of an investigation; the necessity for enforcement action; or an enforcement decision. If this is attempted, then the council's Corporate Complaints Procedure will normally be staid. The suspension would apply until law enforcement / legal proceedings stages are completed. The outcome of an investigation, including legal proceedings may render the basis of a complaint/report nullified, but a person's rights are not affected as the criminal justice system has processes to ensure fairness and equity, including appeals procedures.
- (b) A complaint that has already been settled in another way. This includes a determination by a Court or Tribunal service or other statutory regulator/arbitration/ombudsman service.

14.0 REVIEW OF THE ENFORCEMENT POLICY

This Policy will be reviewed bi-annually.

EQUALITY ANALYSIS

This Equality Analysis considers the effect of Bury Council/ Bury CCG activity on different groups protected from discrimination under the Equality Act 2010. This is to consider if there are any unintended consequences for some groups from key changes made by a public body and their contractor partners organisations and to consider if the activity will be fully effective for all protected groups. It involves using equality information and the results of engagement with protected groups and others, to manage risk and to understand the actual or potential effect of activity, including any adverse impacts on those affected by the change under consideration.

For support with completing this Equality Analysis please contact corporate.core@bury.gov.uk / 0161 253 6592

| SECTION 1 – RESPONSIBILITY AND ACCOUNTABILITY | |
|--|---|
| Refer to Equality Analysis guidance page 4 | |
| 1.1 Name of policy/ project/ decision | Review of Public Protection Enforcement Policy Dec 2023 The assessment will look at the proposed requirement for updating the enforcement policy within the Public Protection Service of the Council. Recognising the dynamic nature of regulatory landscapes and the evolving challenges faced by the public, this update aims to strengthen the council's ability to safeguard public interests, enhance compliance, and ensure the effective enforcement of regulations. |
| 1. 2 Lead for policy/ project/ decision | Ben Thomson / Kelly Halligan |
| 1.3 Committee/Board signing off policy/ project/ decision | Cabinet |
| 1.4 Author of Equality Analysis | <i>Name: Ben Thomson Role: Head of Public Protection Contact details: 0161 253 7260</i> |
| 1.5 Date EA completed | |
| 1.6 Quality Assurance | <i>Name: Lee Cawley Role: Equality, Diversity and Inclusion Manager Contact details: l.cawley@bury.gov.uk Comments: No further actions required</i> |
| 1.7 Date QA completed | 21/12/2023 |
| 1.8 Departmental recording | <i>Reference: Date:</i> |
| 1.9 Next review date | Annual |

SECTION 2 – AIMS AND OUTCOMES OF POLICY / PROJECT
 Refer to Equality Analysis guidance page 5

| | |
|---|--|
| <p>2.1 Detail of policy/ decision being sought</p> | <p>The adoption of a revised enforcement policy which will be ensure fair and transparent use of enforcement action and activities through existing delegated powers arrangements to officers in their statutory and non statutory enforcement activities.</p> |
| <p>2.2 What are the intended outcomes of this?</p> | <p>The revised enforcement policy is an essential requirement to ensure that the Council adopts a consistent and fair approach to enforcement and the current enforcement policy no longer reflects recent changes to enforcement strategies and regulatory enforcement options available to the Council.</p> <p>The revised enforcement policy will ensure that the Council’s regulatory services operate under a Policy which has been reviewed in line with good governance.</p> <p>The revised enforcement policy will provide a number of regulatory services across the Council with a clear policy to ensure that enforcement, when absolutely required, is conducted in a consistent, proportionate, transparent and targeted fashion.</p> |

| <p>SECTION 3 – ESTABLISHING RELEVANCE TO EQUALITY & HUMAN RIGHTS</p> | | |
|--|----------------------------------|--|
| <p>Refer to Equality Analysis guidance pages 5-8 and 11</p> | | |
| <p>Please outline the relevance of the activity/ policy to the Public Sector Equality Duty</p> | | |
| <p>General Public Sector Equality Duties</p> | <p>Relevance (Yes/No)</p> | <p>Rationale behind relevance decision</p> |
| <p>3.1 To eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by Equality Act 2010</p> | <p>Yes</p> | <p>Under section 149 of the Equality Act 2010, the ‘general duty’ on public authorities is set out as follows:</p> <p>A public authority must, in the exercise of its functions, have due regard to the need to -</p> <ul style="list-style-type: none"> (a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act; (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it. <p>The public sector equality duty requires us to consider how we can positively contribute to the advancement of equality and good relations and demonstrate that we are paying ‘due regard’ in our decision making in the design of policies and in the delivery of services.</p> |

| | | |
|--|-----------|---|
| | | The Public Protection Service has undertaken this EIA as part of this proposed policy review process to determine whether any amendments to address equality impacts are required to ensure the Licensing Authority fulfils its duties under Equalities Act 2010. |
| 3.2 To advance equality of opportunity between people who share a protected characteristic and those who do not. | No | |
| 3.3 To foster good relations between people who share a protected characteristic and those who do not | No | |
| 3.4 Please outline the considerations taken, including any mitigations, to ensure activity is not detrimental to the Human Rights of any individual affected by the decision being sought. | | |
| The proposed public consultation has no impact on individual rights is not detrimental to the human rights of an individual. The proposed enforcement policy respects the rights of families and for a private life and does not discriminate against the enjoyment of other human rights. | | |

| SECTION 4 – EQUALITIES DATA | | | |
|--|--|------------------------|---|
| Refer to Equality Analysis guidance page 8 | | | |
| Protected characteristic | Outcome sought | Base data | Data gaps (to include in Section 8 log) |
| 4.1 Age | No barriers | Data available | Not all protected characteristic data is held for all regulatory enforcement due to nature of investigatory practices. Any identified protected characteristics will be considered on a case by case basis in line with Enforcement Policy. |
| 4.2 Disability | No barriers | Limited data available | |
| 4.3 Gender | No barriers | Data available | |
| 4.4 Pregnancy or Maternity | No barriers | Not held | |
| 4.5 Race | Potential for businesses and residents/landlords, who, because of a language barrier may not fully understand the variety of regulatory requirements placed upon them and enforced by the Council. During formal investigations, access to approved interpreters made available, for example when interviewing a suspect under caution. | Not held | |

| | | | |
|---|---|----------|--|
| | The policy will be published on the Council’s website in an accessible format which can be converted digitally into different languages | | |
| 4.6 Religion and belief | No barriers | Not held | |
| 4.7 Sexual Orientation | No barriers | Not held | |
| 4.8 Marriage or Civil Partnership | No barriers | Not held | |
| 4.9 Gender Reassignment | No barriers | Not held | |
| 4.10 Carers | No barriers | Not held | |
| 4.11 Looked After Children and Care Leavers | No barriers | Not held | |
| 4.12 Armed Forces personnel including veterans | No barriers | Not held | |
| 4.13 Socio-economically vulnerable | No barriers to usage | Not held | |

| SECTION 5 – STAKEHOLDERS AND ENGAGEMENT | | |
|--|--|--|
| Refer to Equality Analysis guidance page 8 and 9 | | |
| | Internal Stakeholders | External Stakeholders |
| 5.1 Identify stakeholders | Regulatory Enforcement Teams | Public/Businesses/National Regulators |
| 5.2 Engagement undertaken | Reviewed with enforcement teams within Public Protection | Reviewed with Trading Standards North West Legal Group |
| 5.3 Outcomes of engagement | Contributed to policy review process | Contributed to policy review process |
| 5.4 Outstanding actions following engagement (include in Section 8 log) | Report to be considered by Cabinet | - |

| SECTION 6 – CONCLUSION OF IMPACT | | |
|--|-----------------------------------|---|
| Refer to Equality Analysis guidance page 9 | | |
| Please outline whether the activity/ policy has a positive or negative effect on any groups of people with protected inclusion characteristics | | |
| Protected Characteristic | Positive/ Neutral Negative/ | Impact (include reference to data/ engagement) |
| 6.1 Age | Neutral | Race: businesses/public whose first language is not English. Impact: Potential for businesses/public, who, because of a language barrier may not fully understand the variety of |
| 6.2 Disability | Neutral | |
| 6.3 Gender | Neutral | |

| | | | |
|--|--|--|--|
| 6.4 Pregnancy or Maternity | Neutral | <p>regulatory requirements placed upon them and enforced by the Council</p> <p>Disability: Businesses/public who may have additional needs in respect of maintaining their living conditions</p> <p>Impact: A person’s ability to comply will be considered at all stages</p> <p>Socio-economic: Businesses/public who may be financially vulnerable and unable to support the impact of enforcement measures</p> <p>Impact: Enforcement action guided by law may identify liable parties or individuals and require works to be undertaken to properties. Such parties may not have the financial capacity to comply or such enforcement places undue strain on their financial position.</p> | |
| 6.5 Race | Neutral | | |
| 6.6 Religion and belief | Neutral | | |
| 6.7 Sexual Orientation | Neutral | | |
| 6.8 Marriage or Civil Partnership | Neutral | | |
| 6.9 Gender Reassignment | Neutral | | |
| 6.10 Carers | Neutral | | |
| 6.11 Looked After Children and Care Leavers | Neutral | | |
| 6.12 Armed Forces personnel including veterans | Neutral | | |
| 6.13 Socio-economically vulnerable | Neutral | | |
| 6.14 Overall impact - What will the likely overall effect of your activity be on equality, including consideration on intersectionality? | <p>There will be no detrimental equality impact.</p> <p>The impact assessment will be monitored to evaluate the impact on affected demographics and/or those with special characteristics to ensure they are not adversely impacted or disadvantaged. The Licensing Authority will ensure that the process is fair and equitable, and any relevant adjustments will be considered if any disadvantage is identified.</p> | | |

| SECTION 7 – ACTION LOG | | | |
|--|----------------|------------|--|
| Refer to Equality Analysis guidance page 10 | | | |
| Action Identified | Lead | Due Date | Comments and Sign off (when complete) |
| 7.1 Actions to address gaps identified in section 4 | | | |
| RACE | B.Thomson (BT) | 29/11/2023 | During formal investigations, access to approved interpreters made available, for example when interviewing a suspect under caution. The policy will be published on the Council’s website in an accessible format and be made available in different languages if required. |
| DISABILITY | B.Thomson (BT) | 29/11/2023 | <p>We will work proactively with tenants and occupiers and/or their representatives. This may include signposting to support services where applicable</p> <p>The impact of enforcement action is to be considered on a case by case basis and balanced against the principles of the Human Rights Act and The Equalities Act 2010</p> |

| | | | |
|---|----------------|------------|---|
| SOCIO-ECONOMIC | B.Thomson (BT) | 29/11/2023 | The policy requires the use of risk based and targeted enforcement, therefore any additional non-required issues should not be subject to enforcement action. Specific legislation make provision for the use of “works in default” whereby the liable party is unable or will not comply with the enforcement action. Such cost of such works under specific legislation can be placed as a charge on the property and recovered when the property is eventually sold. |
| 7.2 Actions to address gaps identified in section 5 | | | |
| The policy will be available to internal staff and partners and the public | B.Thomson (BT) | 29/11/2023 | The policy will be available in a digital formats on the Councils website and shared internally with operation staff |
| 7.3 Mitigations to address negative impacts identified in section 6 | | | |
| Not Applicable | | | |
| 7.4 Opportunities to further inclusion (equality, diversity and human rights) including to advance opportunities and engagements across protected characteristics | | | |
| No current action required. | | | |

| SECTION 8 - REVIEW | | | |
|---|-------------|--------------|---------------------------------------|
| Refer to Equality Analysis guidance page 10 | | | |
| Review Milestone | Lead | Due Date | Comments (and sign off when complete) |
| Review of Enforcement Policy | Ben Thomson | January 2027 | |
| | | | |

Please make sure that every section of the Equality Analysis has been fully completed. The author of the EA should then seek Quality Assurance sign off and departmental recording.

| SECTION 9 – QUALITY ASSURANCE | | |
|--|---------|---|
| Refer to Equality Analysis guidance page x | | |
| Consideration | Yes/ No | Rationale and details of further actions required |
| Have all section been completed fully? | Yes | |
| Has the duty to eliminate unlawful discrimination, harassment, victimization and other conducted prohibited by the PSED and Equalities Act been considered and acted upon? | Yes | |
| Has the duty to advance equality of opportunity between people who | Yes | |

| | | |
|--|-----|--|
| share a protected characteristic and those who do not been considered and acted upon | | |
| Has the duty to foster good relations between people who share a protected characteristic and those who do not, been consider and acted upon | Yes | |
| Has the action log fully detailed any required activity to address gaps in data, insight and/or engagement in relation to inclusion impact? | Yes | |
| Have clear and robust reviewing arrangements been set out? | Yes | |
| Are there any further comments to be made in relation to this EA | No | |

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| | |
|--------------------------------|------------------------------|
| Classification: Open | Decision Type: Key |
|--------------------------------|------------------------------|

| | | |
|-------------------|---|------------------------------|
| Report to: | Cabinet | Date: 10 January 2024 |
| Subject: | Children and Young People's Directorate – Senior Management Structure | |
| Report of | Cabinet Member for Children and Young People | |

1. Introduction

- 1.1 This report is to seek Cabinet approval to progress to formal consultation with affected staff on the restructure of the Children & Young People's Directorate Management structure.
- 1.2 This proposal builds on the significant restructuring and realignment work undertaken implemented in October 2022 and September 2023 in support of Early Help and Social Care service improvement and the delivery of our Local Area SEND transformation plan and Project Safety Valve.
- 1.3 This phase of the restructure seeks to review Directorate management structures, seeking improved alignment and integration of complementary portfolios, to strengthen the delivery of multi-agency support services delivered to children. It responds to the current substantive vacancies within the three senior leadership posts in the Department and seeks to take this opportunity to align leadership arrangements across two (as opposed to three) substantive divisions going forwards. The proposals are affordable within the current budget and generate a small saving of circa. £9,000.

2.0 Recommendations

That Cabinet:

1. Agree in principle the commencement of consultation with affected staff in January 2024 on the proposed structural changes to the Children & Young People's Directorate, as set out within the body of this report.
2. As part of these proposals, recommend to Council that the vacant post of Director of Social Care Practice (Chief Officer Band E, £93,102-£101,596) be redesignated as Director of Social Care & Early Help, evaluated as (Chief Officer Band F, £103,767-£112,636) to reflect the post's expanded portfolio.
3. Delegates authority to the Executive Director of Children and Young People and the Cabinet Members for Children's Services and HR and Corporate Affairs, in consultation with the Director of People and Inclusion, Monitoring Officer and S151 Officer to consider responses

received from the consultation and produce a final version of the structure.

2.1 Reasons for recommendation(s)

The proposal sets out a plan to support the transformation of Children's Services, necessary to both integrate and align services and to ensure the structure of the Department is supportive of the next phase of our delivery of the OFSTED Improvement Plan, Local Area SEND Transformation and Project Safety Valve activity and readiness for revised statutory guidance.

This proposal is, in the view of the Executive Director (Children & Young People), necessary to improve outcomes for children and families in Bury and to meet the requirement to improve, imposed upon us by the DfE, and to deliver transformation across our services.

The proposal will support effective service delivery of Children's Services, via stronger integration of key services, bringing all early help and support services under the leadership of the proposed director of social work and early help, and aligning children vulnerable in education services under the responsibility of the virtual school,

The proposed planning reflects the requirements of recent statutory guidance, the Revised Working Together Guidance 2023, and the Children's Social Care National Framework 2023. The former is clear that within early help the role of education and childcare settings is strengthened and made explicit and within safeguarding it clarifies a broader range of practitioners who can be the lead practitioner for children receiving child in need support (s17 CA) such as early help practitioners.

Children's Social Care National framework is central to setting the direction for practice in children's social care as part of the reforms set out in Stable Homes, Built on Love.

The guidance recognises the importance of school attendance and attainment being necessary in securing successful outcomes for our children, the virtual head, and the importance of being aspirational for our children, who receive support from a social worker, stating that.

Virtual School Heads are empowered and supported in their leadership roles to work across children's social care, and with educational settings, to help improve the attendance and attainment of children and young people.

2.2 Alternative options considered and rejected.

The rationale for the proposal is driven by our aspiration that all children and young people in Bury reach their potential, are happy, healthy, and safe and are therefore able to make the best use of their skills to lead independent and successful lives.

The Department is committed to delivering service improvement across the whole gamut of its responsibilities encompassing, Education, SEND, Early Help and Social Care. Current departmental structures could be maintained, although a recent recruitment exercise for the post of Director of Social Care

Practice was unsuccessful, and market testing broadly supports the combined Social Care and Early Help role as being a better positioned proposition.

3 Background

3.1 The basic senior management structure of the Children & Young People's Directorate was established in 2019. Since that time, there have been a number of significant developments and changes that have impacted on the directorate, including:

- The "Inadequate" OFSTED judgment in December 2021
- Ongoing work to improve and transform services for Children with Special Educational Needs and Disabilities (SEND) linked to the new national inspection framework here.
- Entry into Project Safety Valve in partnership with Department of Education
- A significant investment in and restructure of the Social Care and Safeguarding Division implemented in October 2022, increasing frontline capacity in services.
- A significant restructure of the Education & Skills Division implemented in September 2023, realigning services to meet statutory duties and delivering of Send Transformation and Project Safety Valve commitments.
- Transfer of Business Support functions out of and subsequently back into the Directorate
- Transfer of Commissioning responsibilities out of the Directorate.

3.2 As the Directorate progresses with the improvement journey, there has been an opportunity to reflect on the operating model. Through this reflection it has become apparent that effectiveness could be improved through a further strategic realignment of management responsibilities.

4 Background

4.1 The Children & Young People Directorate currently is organised into three operational divisions of:

- Social Care & Safeguarding, with responsibility for statutory social care provision for children & young people.
- Education & Skills, with responsibility for the local education system, including school assets, governance, admissions, and assurance, as well as education safeguarding and children & young people with SEND.
- Early Help & School Readiness, with responsibility for non-statutory support to children and families, early intervention, and early years provision.

4.2 At the present time, all three Director / Assistant Director level posts are substantively vacant. Strong interim arrangements are now in place. However, these changes have provided a timely opportunity to consider roles and responsibilities and best align these to service requirements.

- 4.3 The government response to the Independent Review of Social Care, Stable Homes Build on Love (February 2023), has emphasised the need for Local Authorities to support families at the lowest level, referred to as 'Family Help'. As part of the government's Families First Pathfinder programme, some Local Authorities are testing out how Children's Services might support children in need (CIN) alongside families in need of Early Help, in the future. As the Pathfinders share their findings, it is likely that Children's Services, will move to working with families in a way that is more joined up between Children's Social Care and Early Help.
- 4.4 Taking the opportunity now to have both children's social care and early help sitting under the same Director would bring consistency and oversight around future developments and ensure whole system working. When Bury moves to respond to the government reforms, developing subsequent transformation activity, will be more efficient, if undertaken under the same Director.
- 4.5 It is also worth highlighting the role of the Virtual School in this context. The strategic leadership from the virtual school in Bury is delivering improved outcomes for our looked after children, both in terms of progress and attainment, this has been achieved via strengthened partnership arrangements underpinned by strong advocacy for our looked after children.
- 4.6 The Virtual School's role has expanded considerably in the last three years, with extended duties to oversee the education of children on Child in Need and Child Protection plans and a new duty to oversee children on kinship care, as well as the established duties to promote the education of looked-after children (statutory since 2014) and previously looked-after children (statutory since 2018). All these children have common educational vulnerabilities; children with a social worker are far more likely to be permanently excluded and/or suspended from school, to be persistently absent, on part-time timetables or even not in education at all. For this reason, Virtual School management of the Attendance, Children Missing in Education (CME) and Elective Home Education (EHE) teams will ensure robust leadership and oversight of these teams and enable effective multi-agency working across the LA and with schools and families. The proposal will harness the opportunity to bring together all LA services which support vulnerable children in education within one service, under the strategic leadership of the Virtual School.

5.0 Proposals

5.1 Directorate Structure

- 5.1.1 It is proposed that the Directorate is reorganised from three delivery divisions to two. This will require the disestablishment of the Early Help and School Readiness Division, and the transfer of the three core functions of the Division (Family Help, Family Resource and Early Years) to a reconfigured Social Care and Early Help Division.

- 5.1.2 The vacant post of Assistant Director (Early Help & School Readiness) will be disestablished, with all areas of work transferred under the strategic responsibility of the reconfigured post of Director of Social Care & Early Help. The work needed to fully integrate Early Help Services into the new operating model is complex, and further activity is planned during 2024 to seek to align service areas that provide Early Help Services.
- 5.1.3 To ensure stability of the Early Help services during this transitional period, it is proposed to establish a fixed term role of Head of Service (Early Help) for a period of no longer than 12 months. This post will report to the Director of Social Care & Early Help and will assume line management responsibility for the posts that previously reported to the Assistant Director (Early Help & School Readiness). The post will provide the necessary operational management capacity to ensure these key services remain robustly supported and supervised as the overall service structure is developed during 2024. This post is assessed as Chief Officer Band B (£68,714 - £74,619) It is proposed that this role is filled on an acting basis by the Head of Service (Family Help).
- 5.1.4 It is proposed that the Children's Commissioning function is transferred from the Health & Adult Care Department to the Children & Young People Department. This recognises the integral nature of effective commissioning in the delivery of high-quality services for children and young people, as well as the central role the function plays in ensuring the delivery of cost efficiencies for the council. A wider review of the operation of this function will be brought forward separately and the current proposals relate to a transfer of strategic leadership accountability only.
- 5.1.5 The proposal also recognises the transfer of Business Support functions into the Directorate from the Corporate Core in November 2023. The proposal seeks to build on this through the transfer of a number of specialist stand-alone posts and responsibilities from across the Directorate under the Strategy, Assurance & Reform service area, seeking to reduce the risk associated with single points of failure and providing more robust integrated management and support arrangements. Positioning these posts in the cross-cutting Strategy, Assurance & Reform service will support their operation across the entire Department more effectively than their current location within a specific division.
- 5.1.6 Further details of the services and posts proposed to be amended are set out below.

5.2 Social Care & Early Help Division

- 5.2.1 The existing post of Director of Social Care Practice (Chief Officer Band E, £93,102-£101,596) will be reviewed and redesignated as Director of Social Care and Early Help. The post will assume strategic responsibility for the services currently located within the Early Help & School Readiness Division. To recognise this, change the job description of the post has been reviewed and evaluated at (Chief Officer Band F, £103,767-£112,636). Because this change relates to a post with a remuneration package greater than £100k

approval for this is, ultimately, a matter for Council. At present the Director of Social Care Practice is filled on an interim basis and this individual has the skills and experience to continue to oversee the expanded portfolio pending substantive recruitment.

- 5.2.2 The post of Head of Service (Family Help) will transfer to the Social Care & Early Help Division, reporting to the interim Head of Service (Early Help). The post will continue to manage the Early Help Locality Teams. - Responsibility for management of the Multi Agency Safeguarding Hub will transfer from the Family Help service to the management of the Head of Service (Initial Response and Complex Safeguarding). This will locate all initial contacts / front door services in one structure, allowing improved oversight and management. The job description for this post has been reviewed and there is no proposed change to remuneration.
- 5.2.3 The post of Service Manager (Family Resource) will transfer to the Social Care & Early Help Division, reporting to the interim Head of Service (Early Help). The post will continue to manage the current area of work it is responsible for, plus responsibility for the management of the Children's Right's Service will transfer to it from Head of Service (CASS & Leaving Care). The job description for this post has been reviewed and there is no proposed change to remuneration.
- 5.2.4 The post of Service Manager (Early Years) will transfer to the Social Care & Early Help Division, reporting to the interim Head of Service (Early Help). The post will continue to manage the current area of work it is responsible for. There are no proposed changes to the duties, responsibilities, or grading of the role.
- 5.2.5 The posts of Principal Social Worker (Chief Officer Band A) and Service Manager (Quality & Assurance) (SM1 Grade) will be disestablished and replaced with a new Head of Service (Social Work Development & Quality Assurance). This post will assume the professional responsibilities of Principal Social Worker, and lead on workforce development and safeguarding, as well as management of the IRO/CP Service and LADO. It is proposed this role be graded as Chief Officer Band A.
- 5.2.6 The role of Principal Social Worker, fits well with both the practice and objective scrutiny resource of the Department. It is common for these roles to be joined together and to include the responsibilities and function as Head of Safeguarding. The creation of this new role will strengthen the oversight of quality of practice and assurance across the Directorate.
- 5.2.7 The post of Team Manager, Complex Safeguarding will transfer to the line management and responsibility of the Head of Service for CASS and Care Leavers.

5.3 Education & Skills Division

- 5.3.1 The existing post of Director of Education & Skills will remain unchanged.

- 5.3.2 It is proposed to amend the portfolio of the post of Strategic Lead (School System). It is recognised this is a key period of transformation in the Education sector, with an increasing pace of academisation, focus of pupil place planning and sufficiency, and a significant programme of capital investment. To ensure appropriate strategic capacity to support the school system, responsibility for oversight of safeguarding functions will be removed from this post. The job description for this position has been reviewed and there is no proposed change in grade. The post will be retitled Head of Service (School System) to ensure consistency of job titles across the Department.
- 5.3.3 Amendments will be made to the role of Senior School Assurance Officer. The post will retain responsibility for the management of School Assurance and Governor Support functions. However, current duties in relation to the management of Safeguarding in Education will transfer as detailed below. The job description for this position has been reviewed and it is proposed the post grading remains unchanged at Soulbury EIP 20-23 (£65,794 - £69,586)
- 5.3.4 The statutory duties of the post of Virtual Head Teacher will be enhanced and amalgamated with additional responsibilities in relation to safeguarding in education (as detailed above) to form a new post of Head of Service (Virtual School and Vulnerable Children & Young People in Education). This post will report to the Director of Education and Skills and take managerial responsibility for the Virtual School and the Attendance, Exclusions and Community Education Service. This post has been assessed at Soulbury EIP 23-26 (£69,586 – £73,173), an increase from the current Soulbury 17-20 (£62,440 - £65,794)
- 5.3.5 To ensure appropriate managerial capacity, a new post of Deputy Head of Virtual School will be established. This role will support the Head of Service (Virtual School and Vulnerable Children & Young People in Education) in the discharge of statutory responsibilities and will provide operational line management for employees in the Virtual School. This post has been assessed at Soulbury EIP 13-16 (£56,976 - £61,106)
- 5.3.6 The existing post of Strategic Lead (SEND & Inclusion) will be redesignated as Head of Service (SEND & Inclusion), to ensure consistency of job titles across the Department. The portfolio of services managed by this post will remain as established in the Education & Skills Restructure implemented in September 2023, with the exception of the Children with Disabilities team that will transfer to the Social Care & Early Help Division, under the Head of Service (Initial Response & Contextual Safeguarding).
- 5.3.7 The job description for this position has been reviewed to reflect the additional accountabilities linked to the post in the context of the Council's Project Safety Valve participation and strategic SEND improvement work . The post has been assessed as Chief Officer Band B (£68,714 - £74,619), an increase from the current Chief officer Band A designation.

5.4 Strategy, Assurance & Reform

- 5.4.1 The Strategy, Assurance and Reform Service has expanded significantly due to the transfer of 30 FTE Business Support Staff to the unit in November 2023. The posts of Head of Strategy, Assurance & Reform and Children's Improvement Manager have been reviewed to incorporate these additional responsibilities, with no change in grade.
- 5.4.2 To fully reflect the work of the service across the Department, it is proposed the service area will sit outside of the two main operational divisions, with the Head of Strategy, Assurance & Reform proposed to report directly to the Executive Director of Children & Young People.
- 5.4.3 In addition, several specialists "stand alone" posts have been identified from across the Department which would be better delivered from within this function with some associated amendments to support resilience and reduce duplication. It is considered that these posts currently work in isolation, and there is a risk of them becoming single points of failure for the Directorate.

5.5 Children's Commissioning

- 5.5.1 It is proposed that the Children's Commissioning Team are transferred from their current location in Health & Adult Care into the Children & Young People Directorate.
- 5.5.2 The operational structure of the service area is currently under formal review; however, it is apparent that operationally the oversight and management of the service will need to be integrated directly into the Children & Young people Management structure to deliver the necessary improvements. It is therefore proposed that the line management of the Head of Childrens Commissioning transfers to report to the Executive Director of Children & Young People, with further consultation to take place with the service on a future operating model once the full review has completed.

6.0 Consultation

- 6.1 Should approval to progress to consultation be given, agreement from the Trade Unions will be sought to undertake employee consultation.
- 6.2 The formal consultation is proposed to commence in January when full consultation documentation will be provided to employees and trade unions. Consultation would be for a period of 30 days. Consultation will include a series of open sessions, one to one meeting with all the affected staff. There will be open engagement meetings for the wider directorate.
- 6.3 The proposals will directly impact on 23 individuals in the structure who will form the core consultation group.
- 6.4 It is anticipated that implementation of any new structure would be in place prior to 1st April 2024.

6.5 The majority of changes proposed reflect primarily changes to reporting lines and management responsibilities and accountabilities. In the small number of incidences where there is the potential for employees to be displaced, suitable alternative roles are available across the Directorate structure and the details of this will be considered and confirmed as part of the formal consultation process.

7.0 Service Restructure Proposals

The appendices attached outline both the current structure and the details of the proposed restructure of the Children & Young People Department.

Report Author and Contact Details:

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Position: Director of Children's Services
Department: Children and Young People
E-mail: j.richards@bury.gov.uk

9.0 Links with the Corporate Priorities:

9.1 Our vision for Children's Services links to the Let's Do It Strategy and our values and principals.

9.2 With the support of the wider council and its partners we have set out a plan of transformation which is ambitious and seeks to improve the lived experience of children and therefore their outcomes during childhood and beyond, to achieve this a focus upon an effective offer of help and support to those families who face complex issues is required.

9.3 A full departmental restructure is necessary to drive forward our transformation and improve the lived experience of children and young people.

10.0 Equality Impact and Considerations:

10.1 These changes are being delivered within the Councils approved policy framework that has been subject to full equality analysis. No adverse service changes are anticipated to result from the proposals.

11.0 Environmental Impact and Considerations:

N/A

12.0 Assessment and Mitigation of Risk:

| Risk / opportunity | Mitigation |
|--|---|
| Failure to recruit to posts within the new structure | Salaries are considered as competitive within the market, and management spans of control / portfolios reasonable and coherent. |
| Instability of management structure | Robust arrangements in place in respect of interim cover while the new structure is consulted upon and recruited to |

13.0 Legal Implications:

There are no legal implications arising from the proposed consultation.

14.0 Financial Implications

The costs of this management structure form part of the budget proposals in the budget report being presented to Cabinet in February and were contained in the projected revenue budget for 2024/25 presented to Cabinet on 13/12/23.

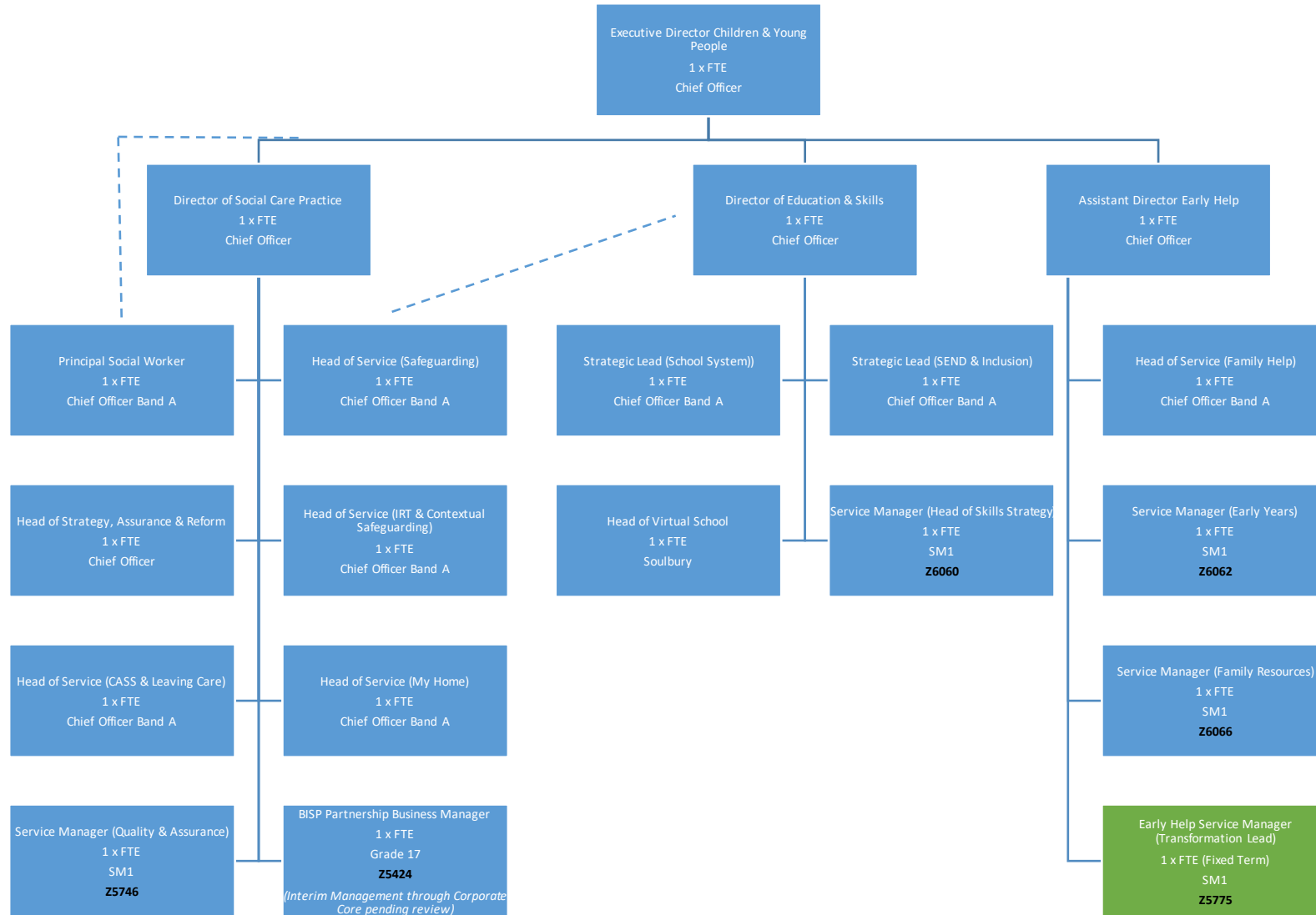
15.0 Background papers:

- Appendix 1 – Current Structure
- Appendix 2 – Proposed Structure

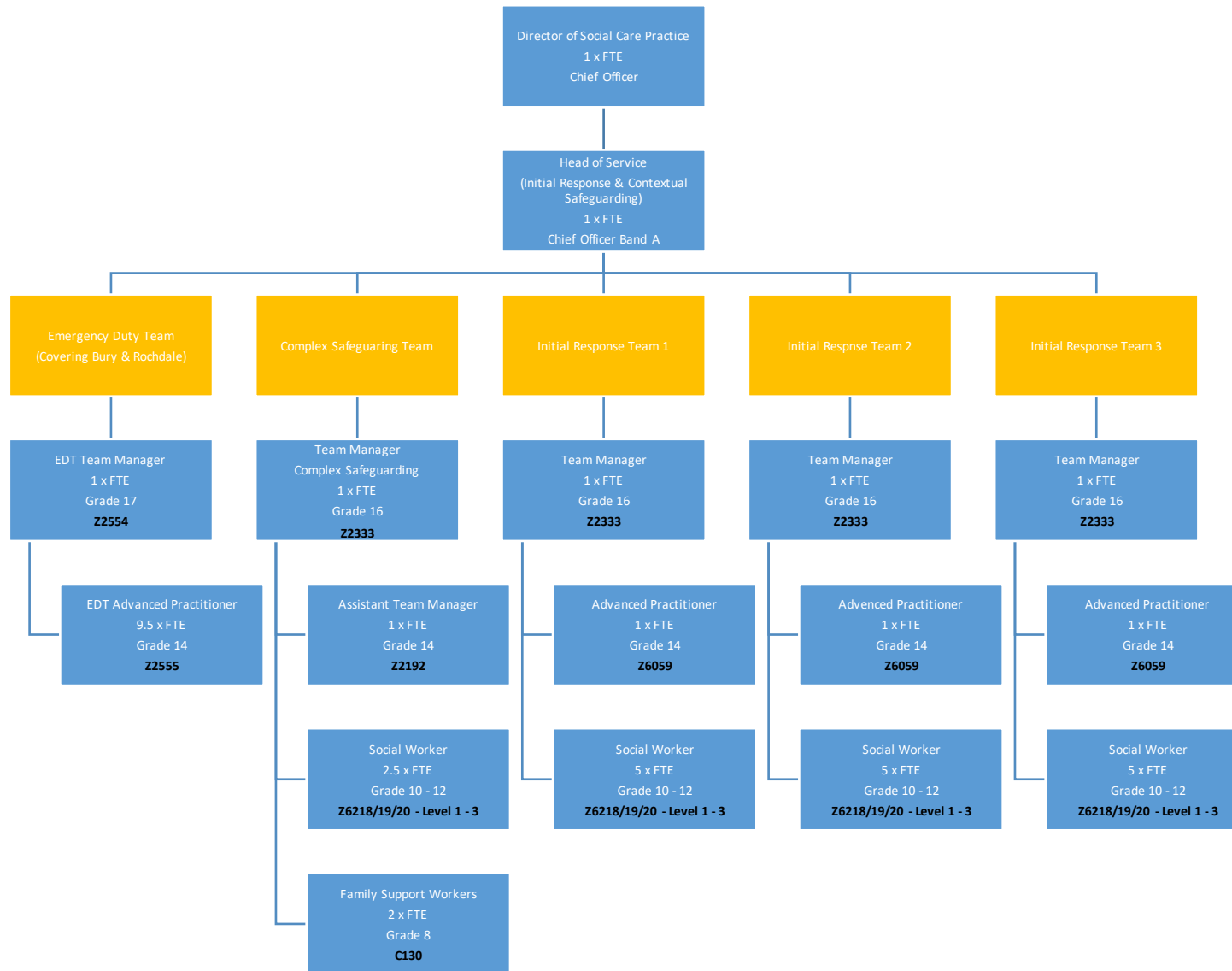
Please include a glossary of terms, abbreviations and acronyms used in this report.

Children & Young People Directorate 2023
Current Structures

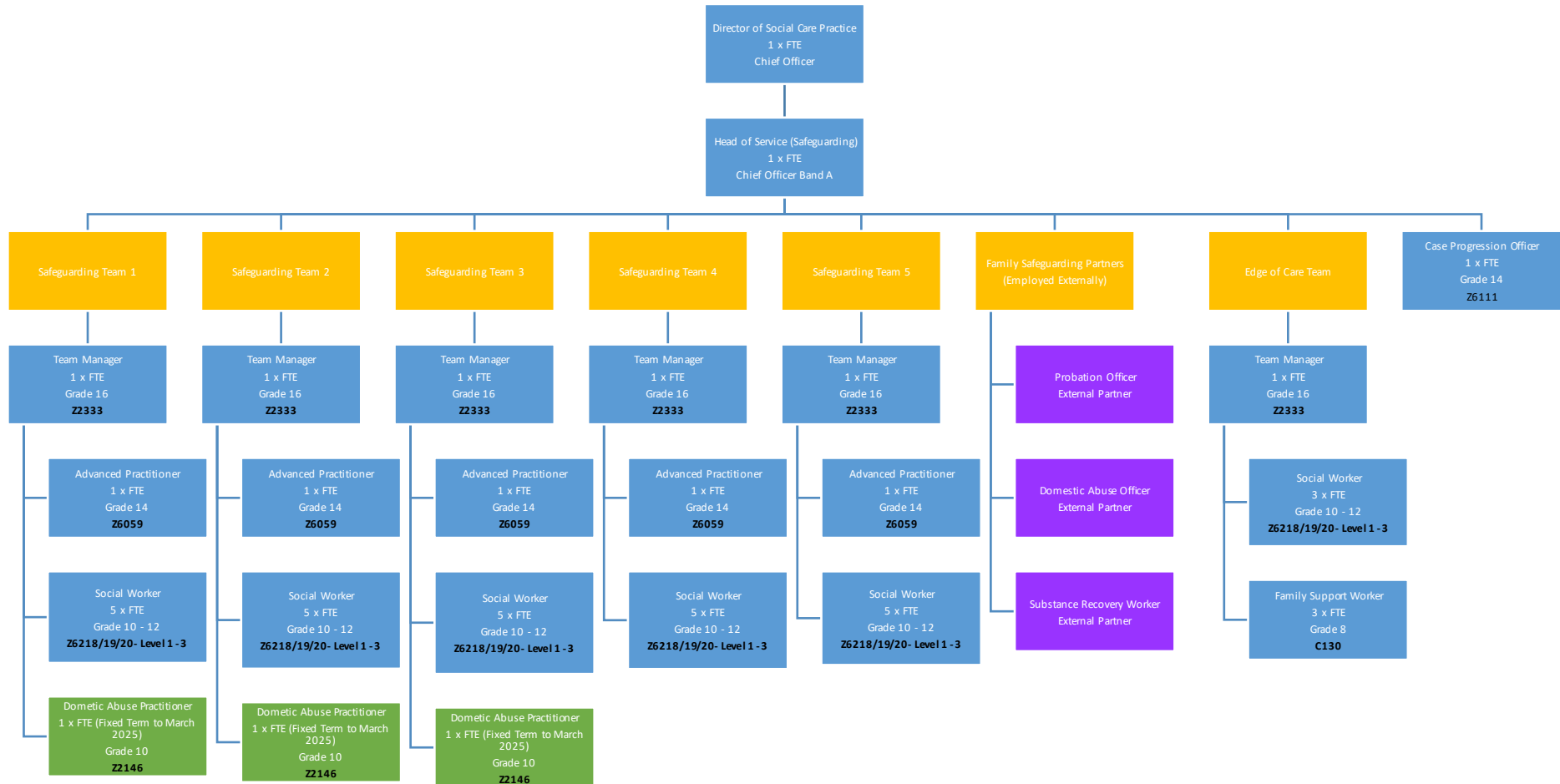
Children & Young People Senior Management



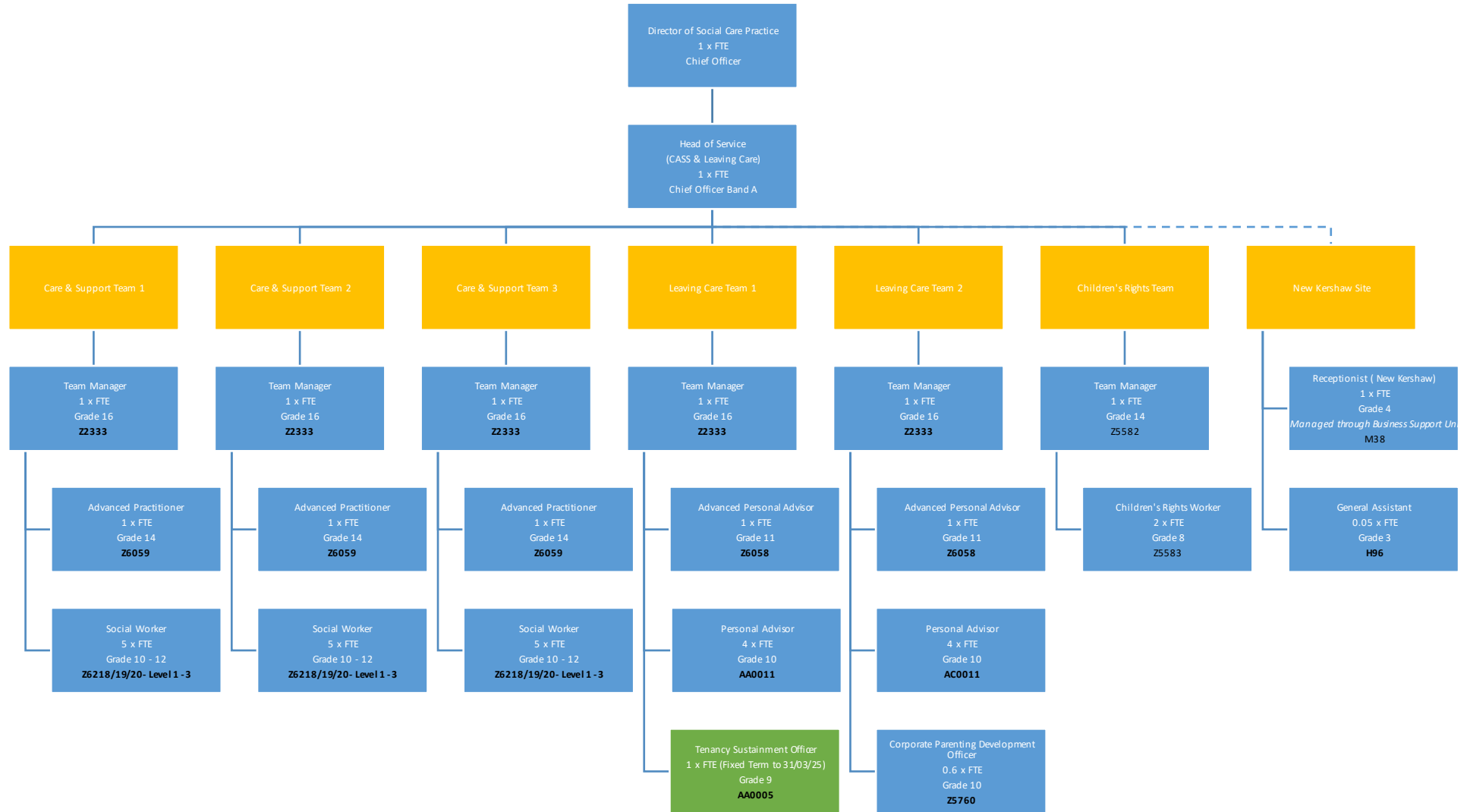
Social Care & Safeguarding: Initial Response & Contextual Safeguarding



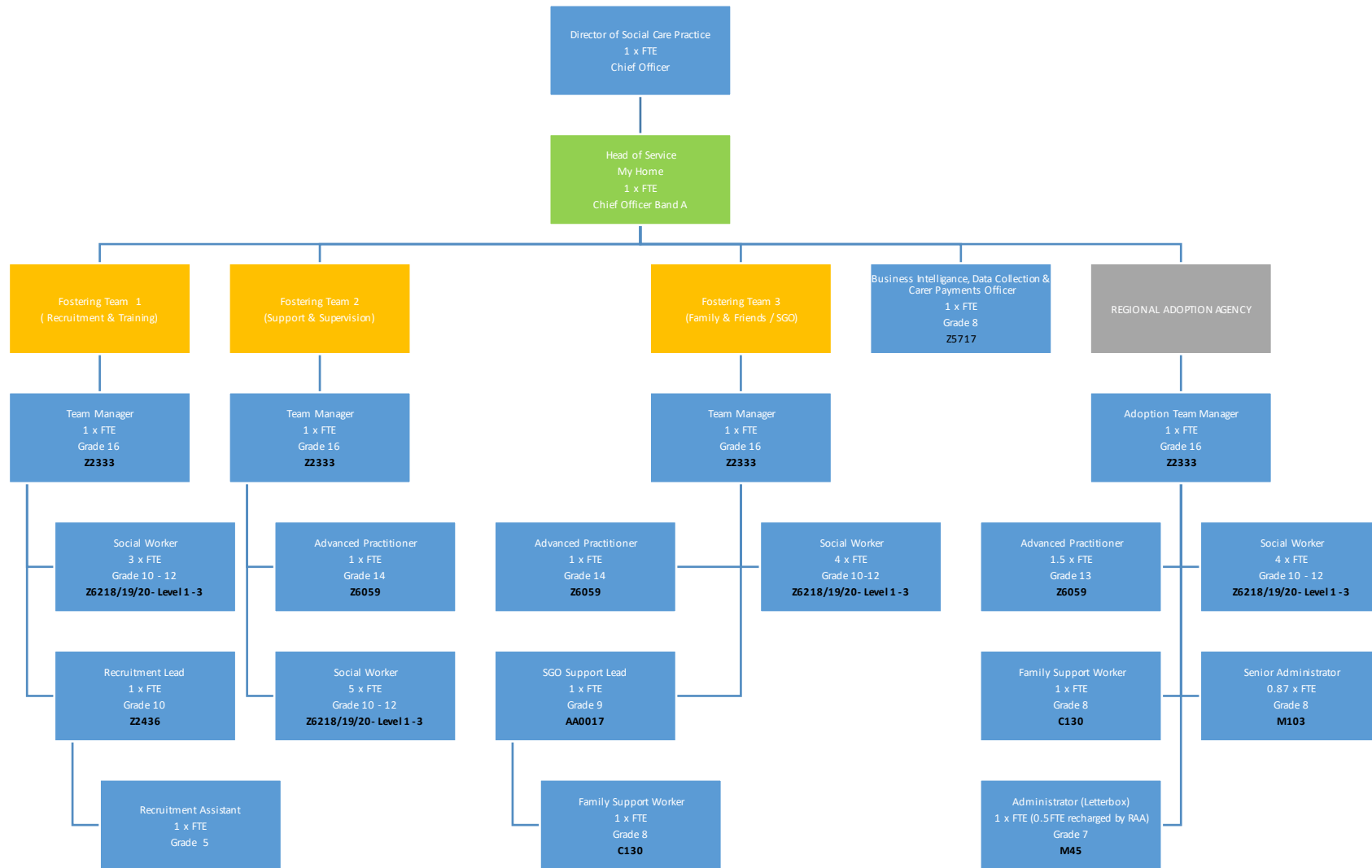
Social Care & Safeguarding: Safeguarding Service



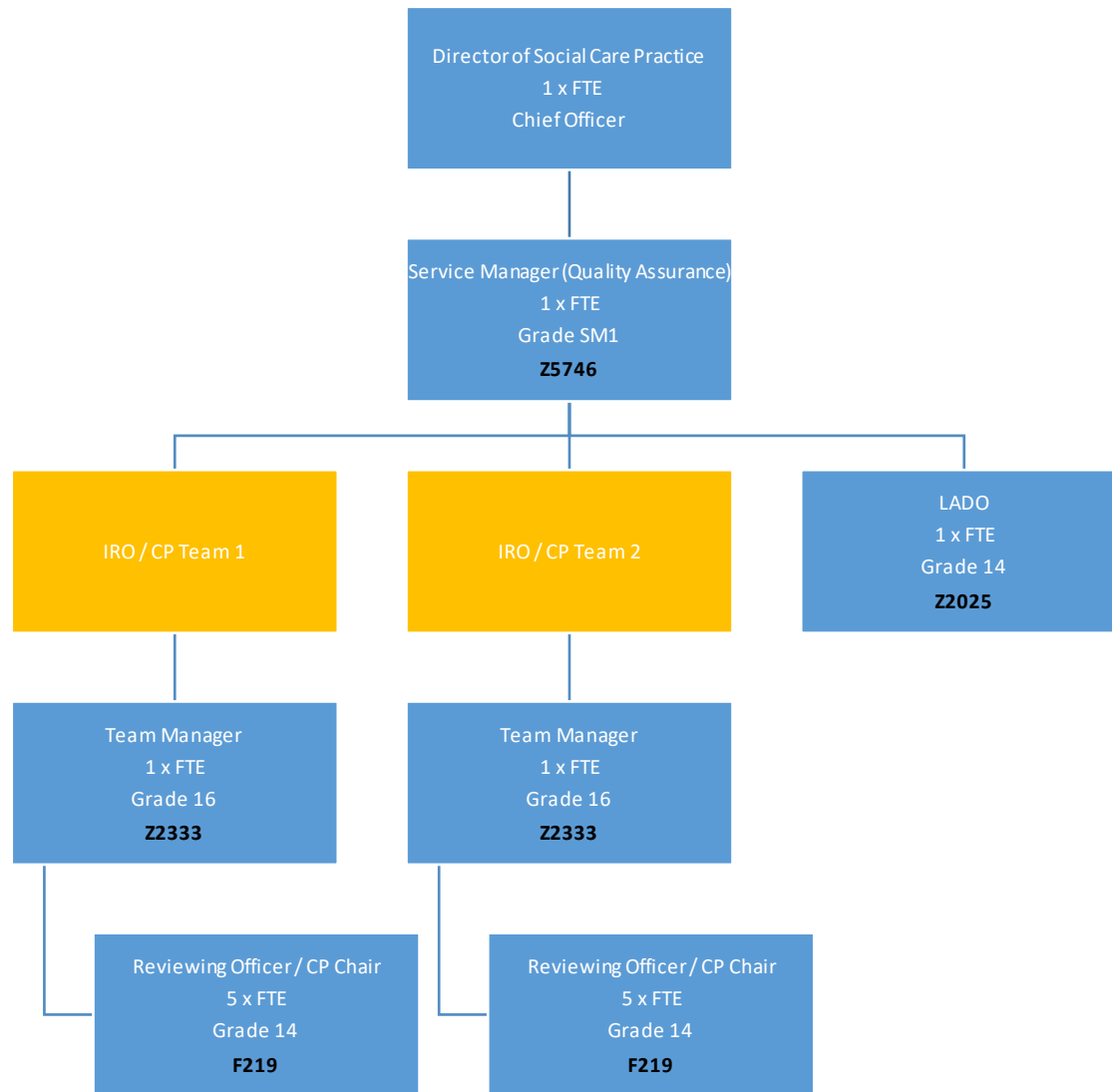
Social Care & Safeguarding: CASS & Leaving Care



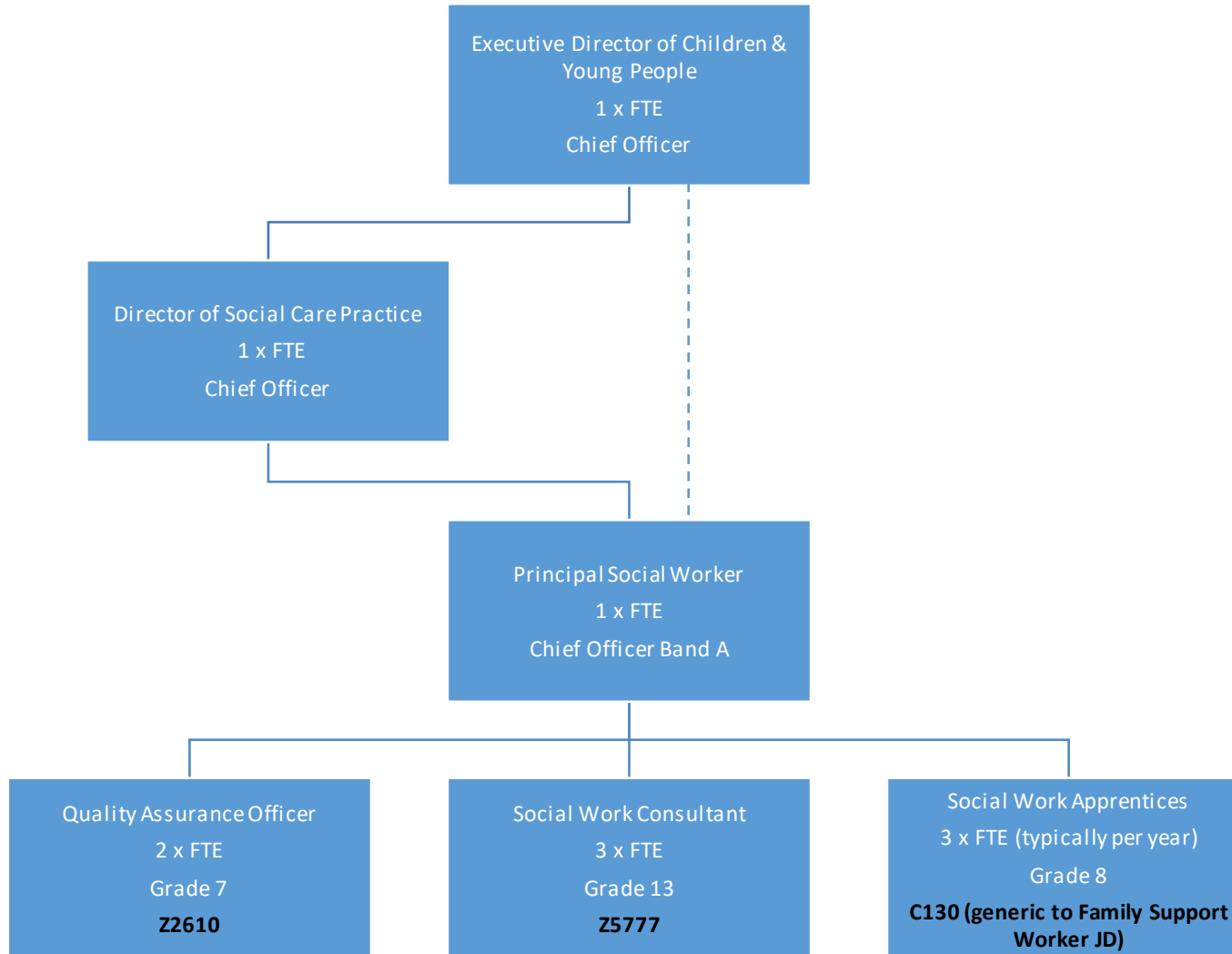
Social Care & Safeguarding: My Home



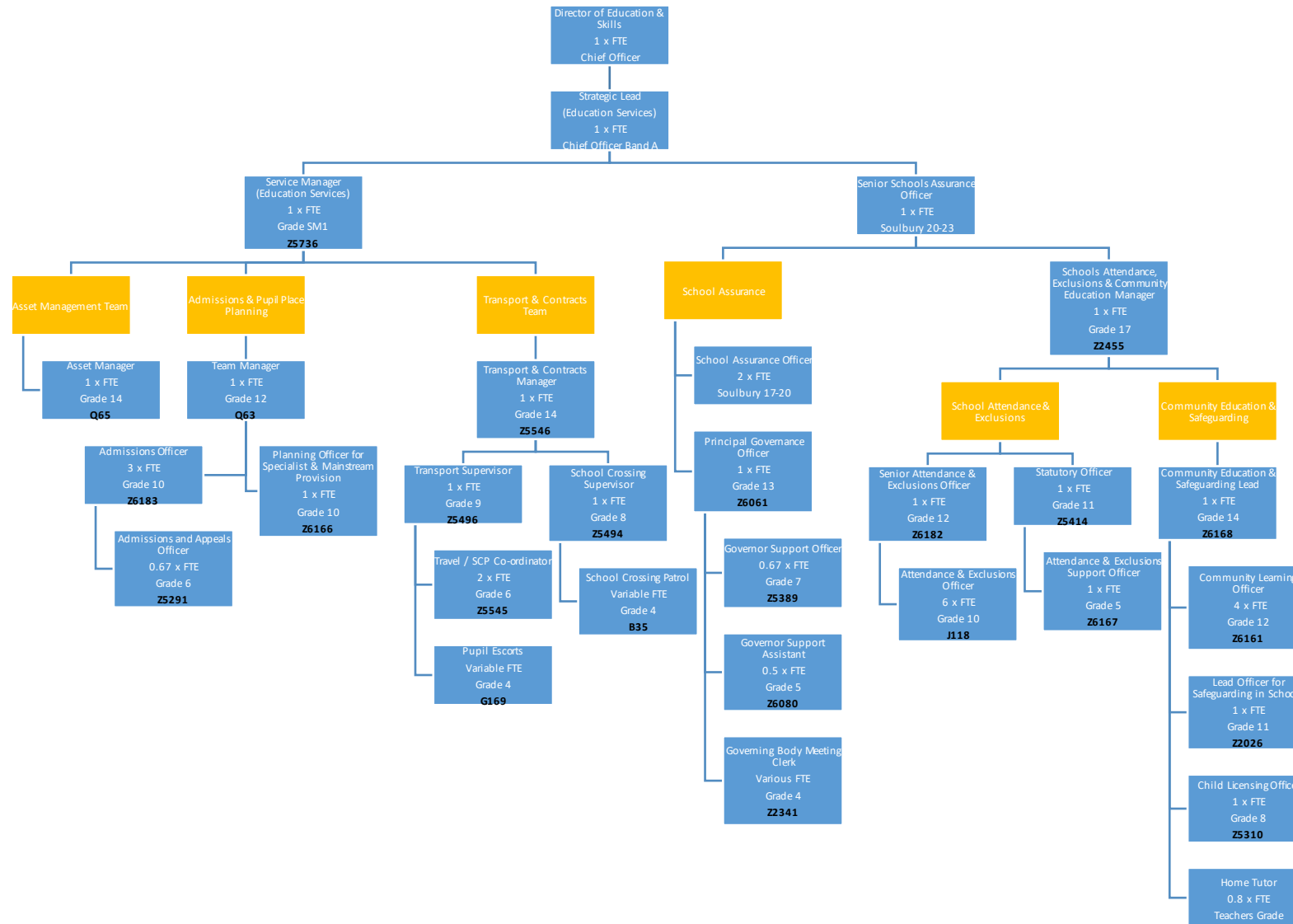
Social Care & Safeguarding: Quality & Assurance



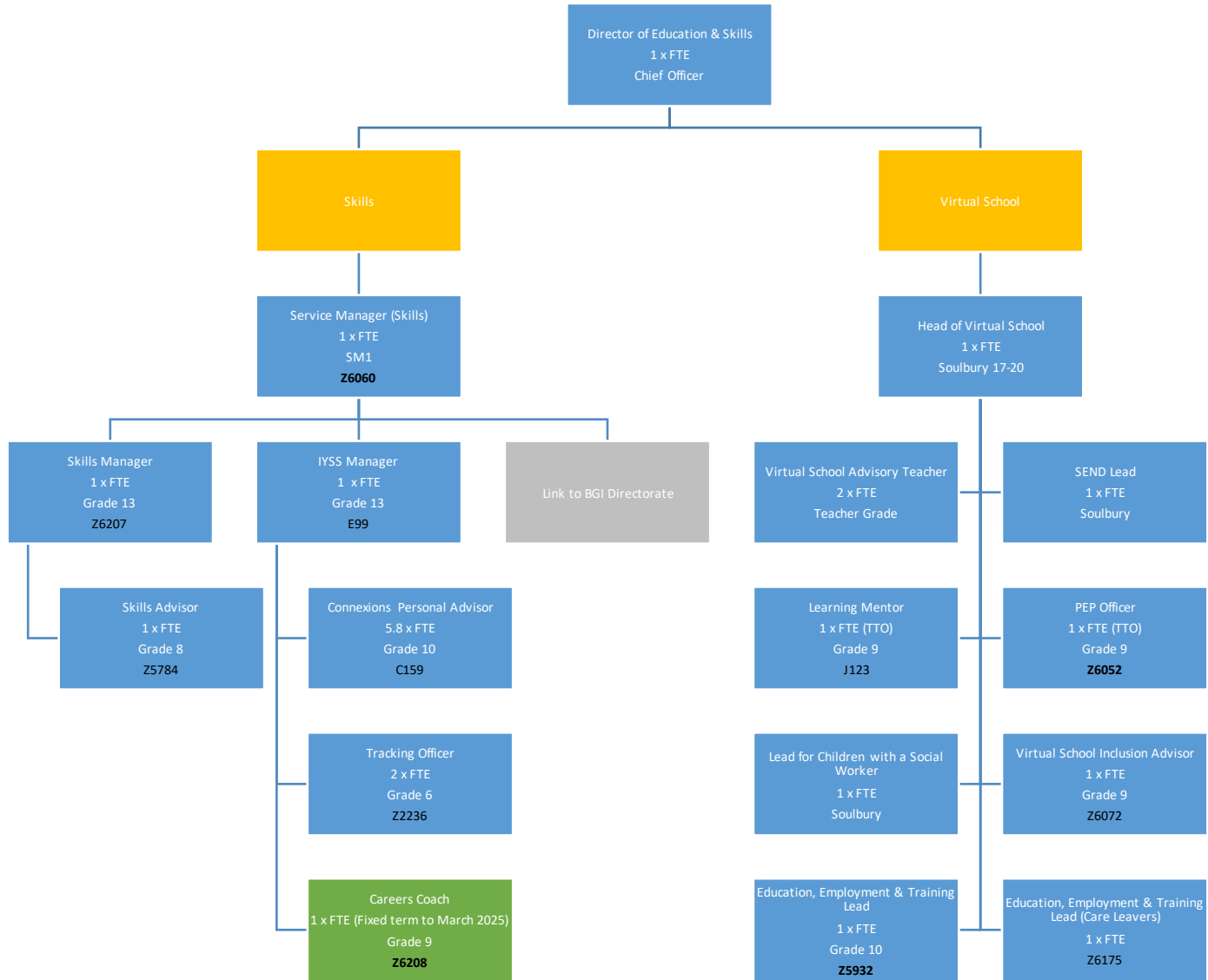
Social Care & Safeguarding: Social Work Development



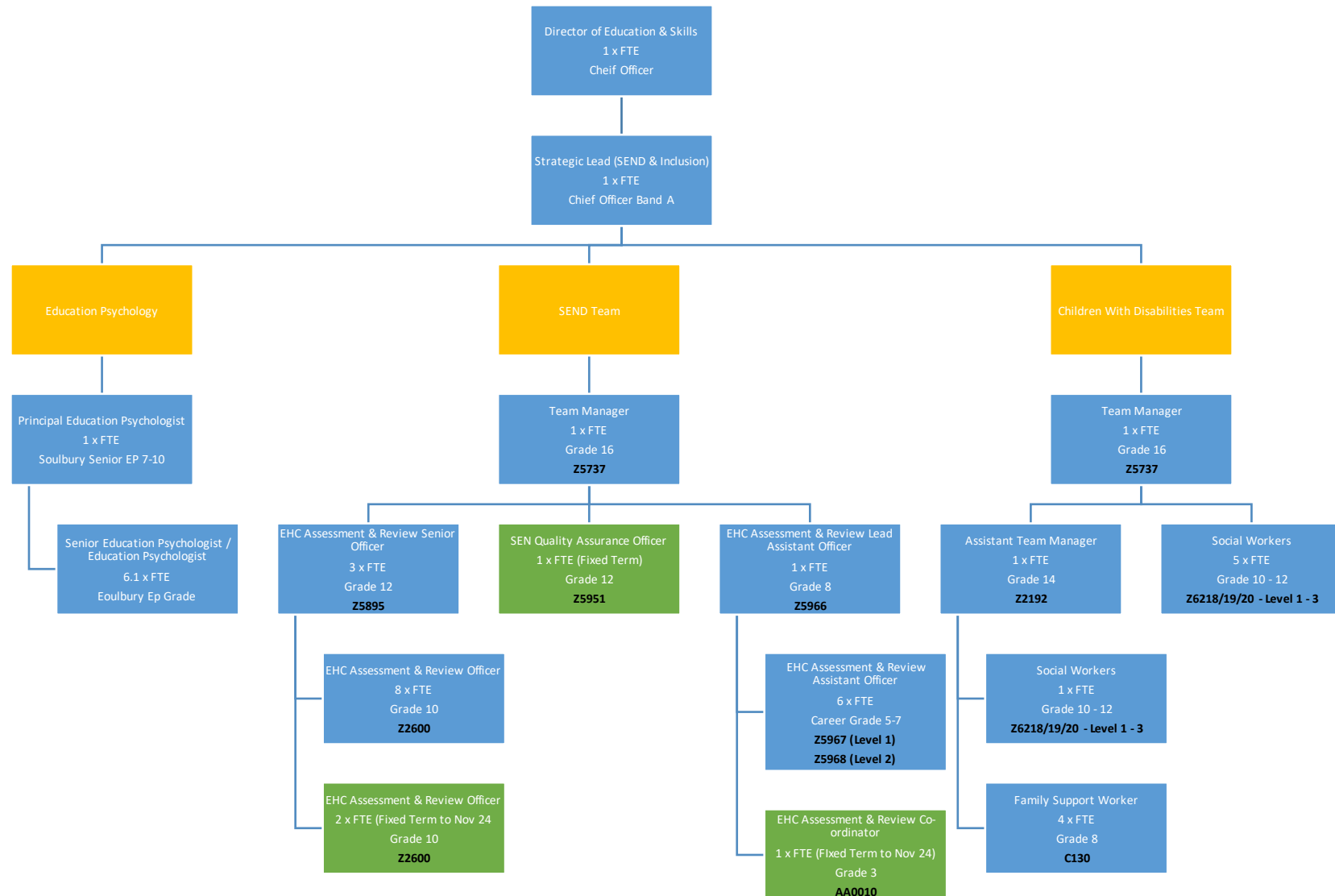
Education & Skills: Education Services



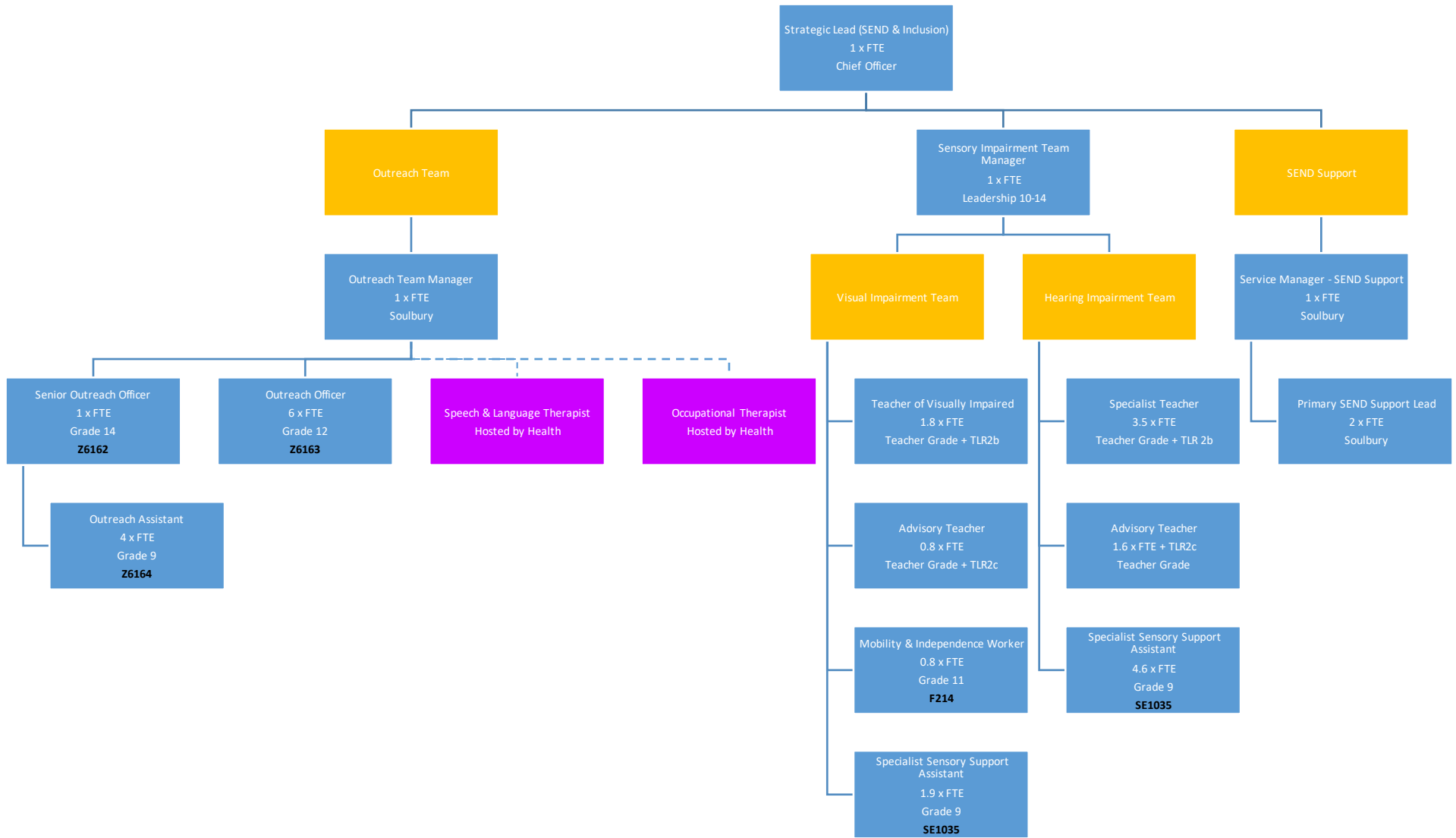
Education & Skills: Quality Standards, Skills & Virtual School



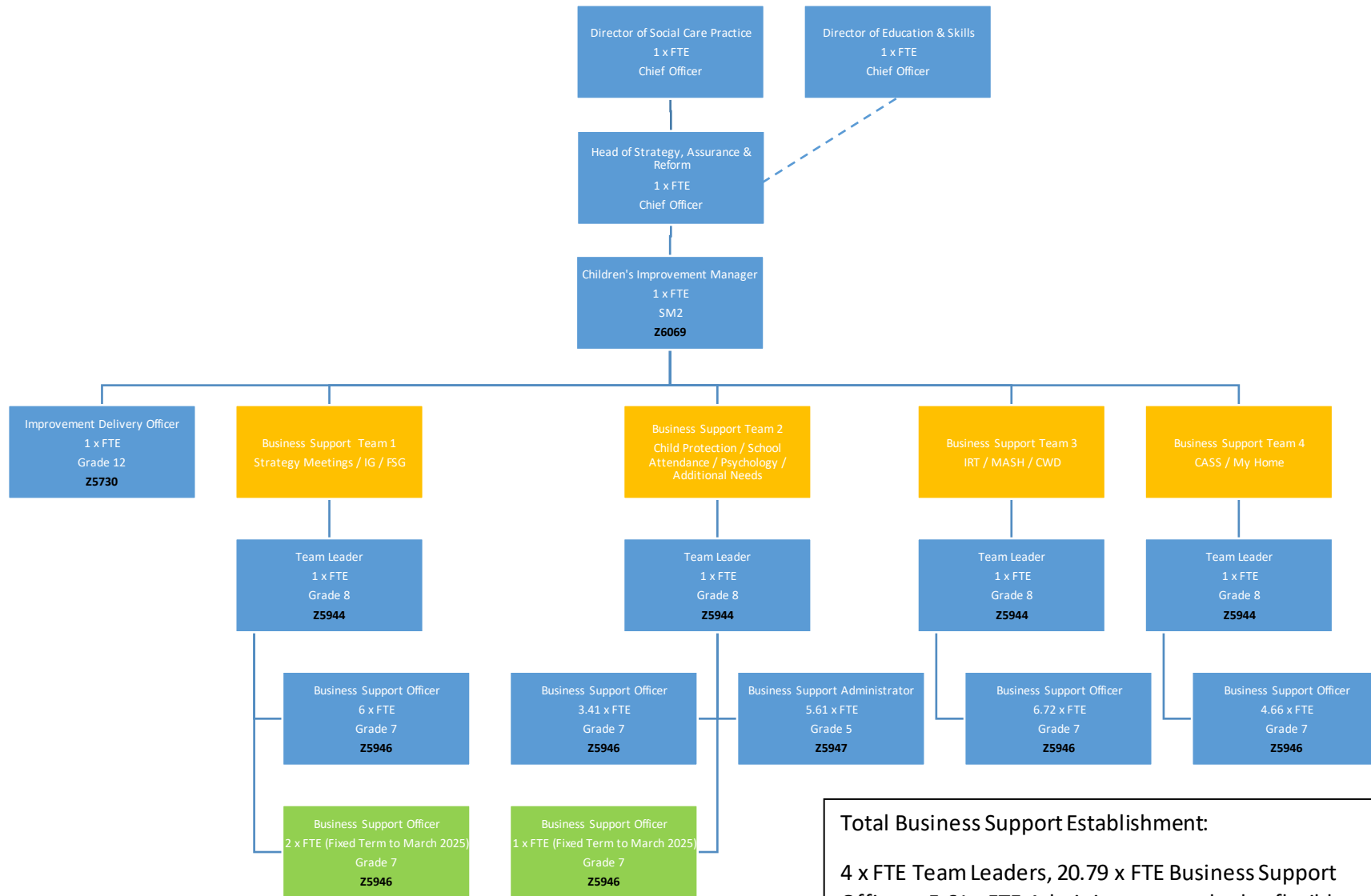
Education & Skills: Special Educational Needs



Education & Skills: Inclusion & Disadvantaged Children



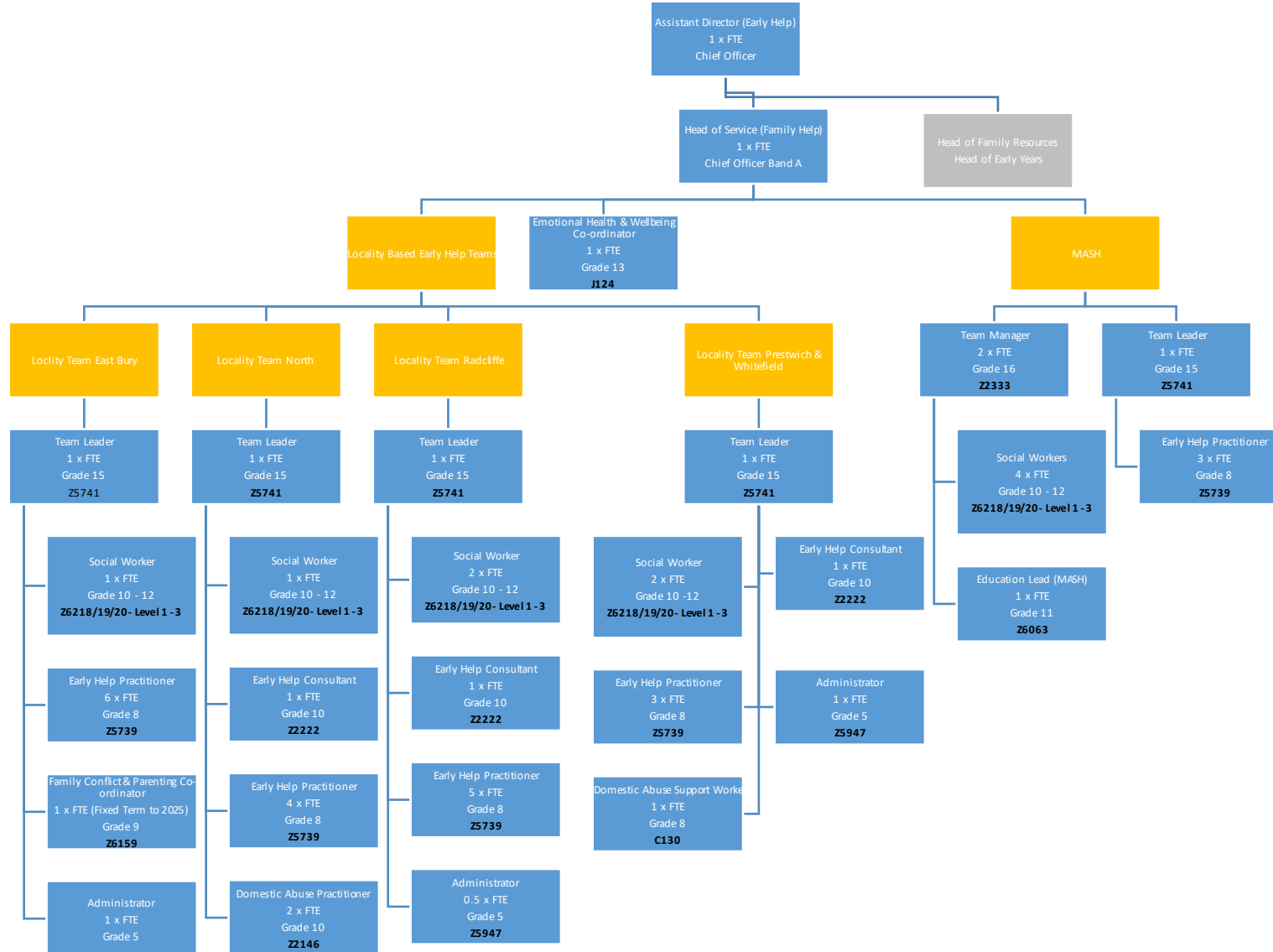
Strategy & Improvement



Total Business Support Establishment:
 4 x FTE Team Leaders, 20.79 x FTE Business Support Officers, 5.61 x FTE Administrators to deploy flexibly across teams

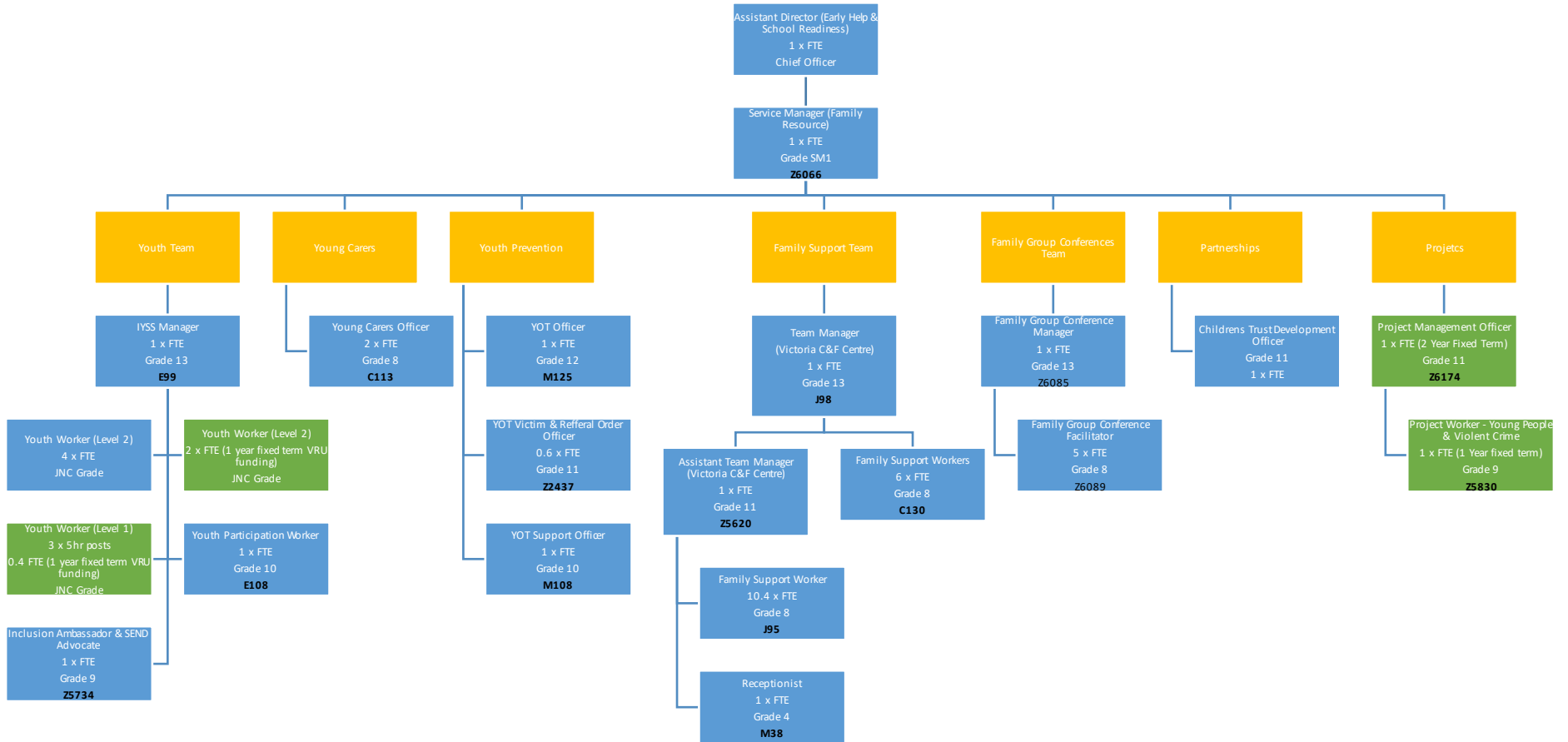
Children & Young People Directorate Structure Charts

Early Help (Family Help)

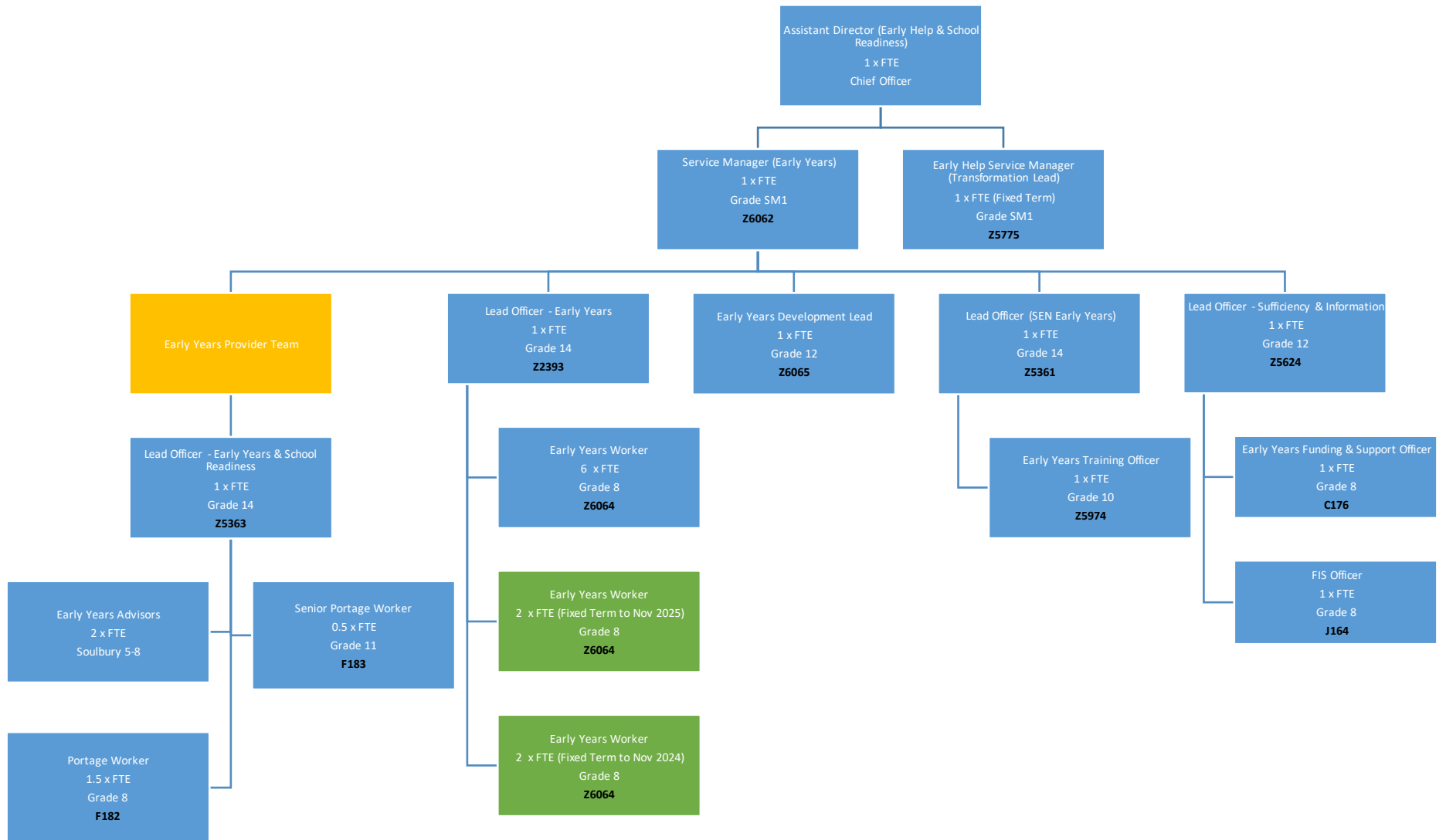


Children & Young People Directorate Structure Charts

Early Help (Family Resource)



Early Help (Early Years)



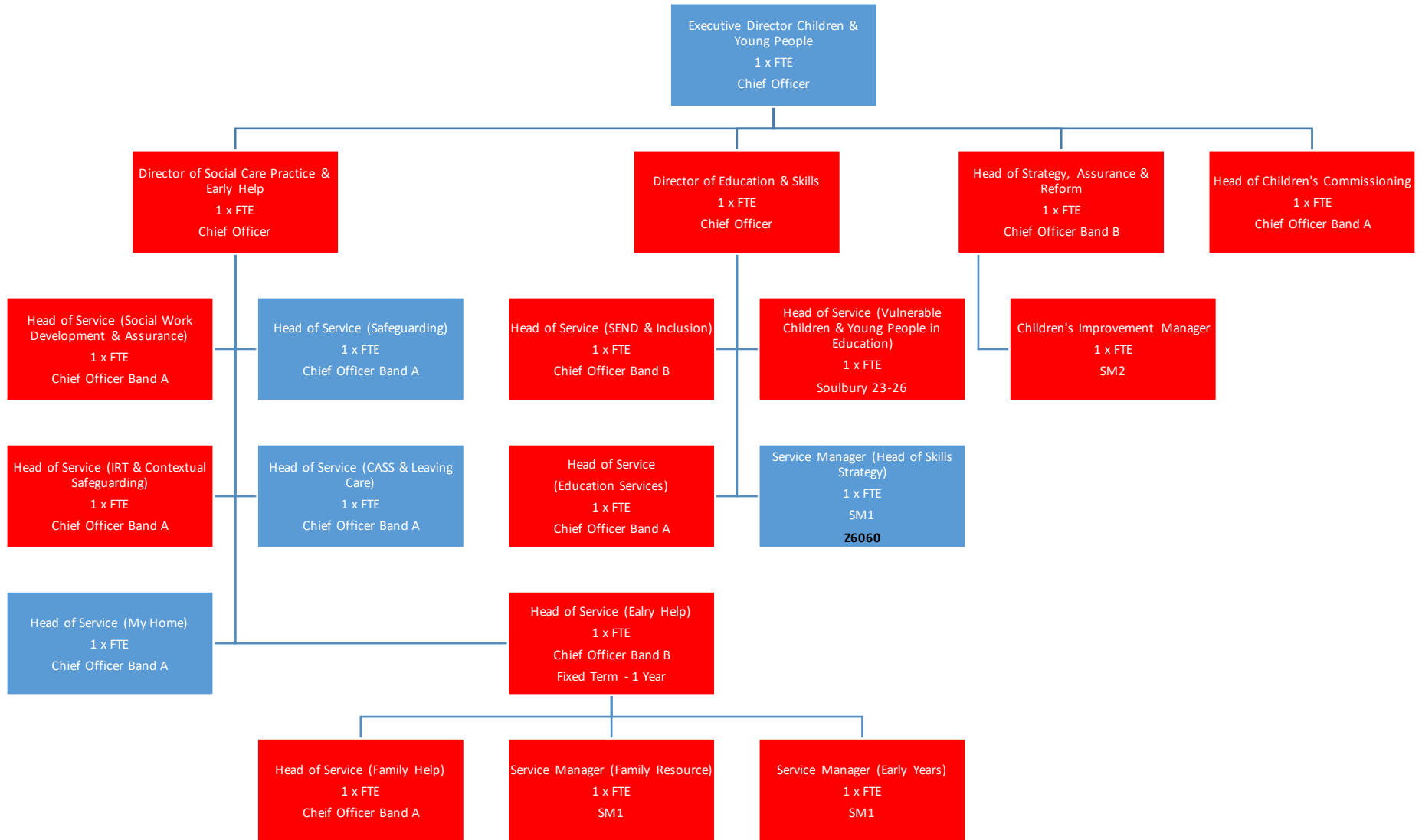
Children & Young People Directorate 2023

Proposed Structure

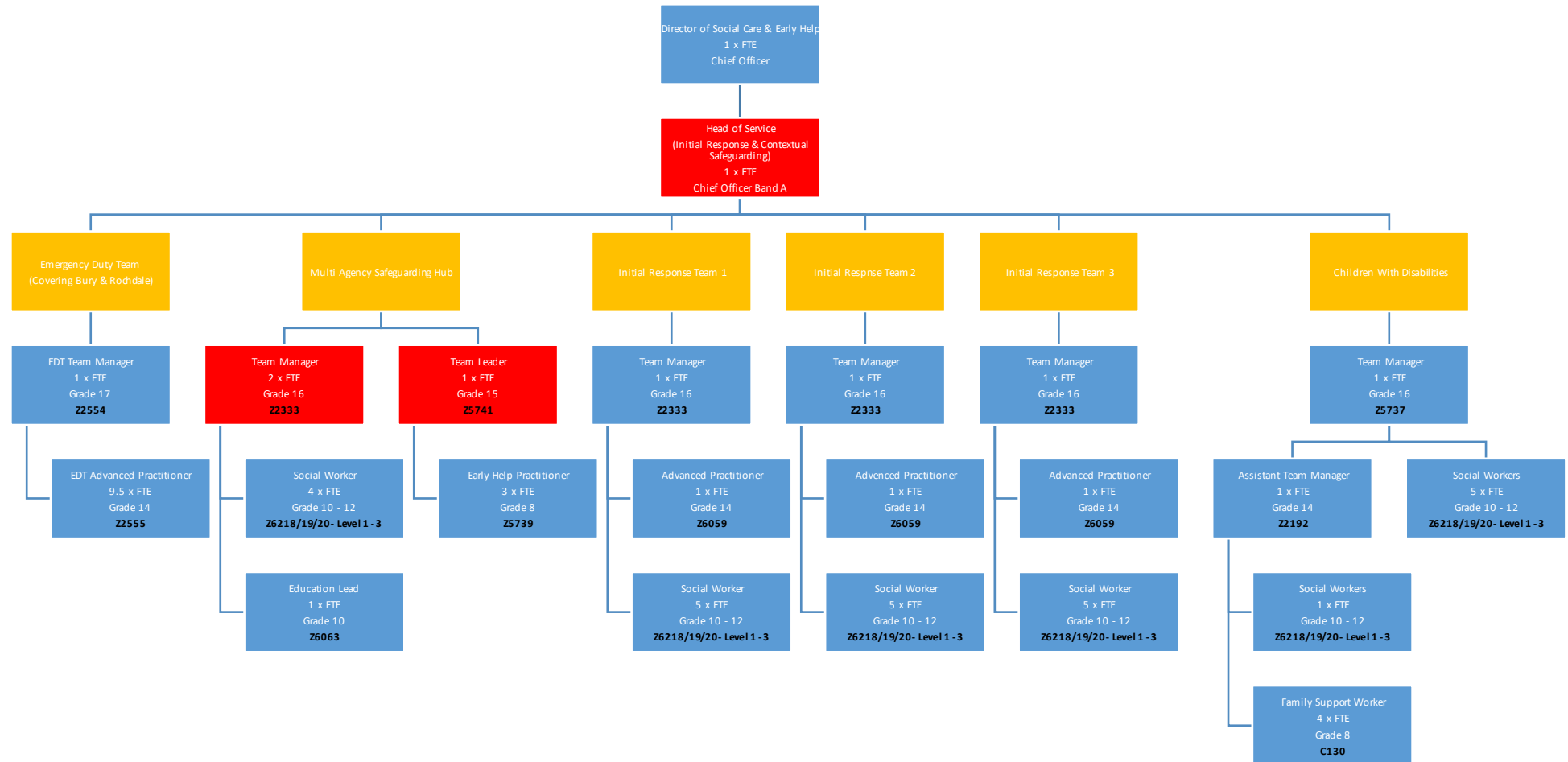
Two Division Model

Posts in Red potentially directly impacted by proposals

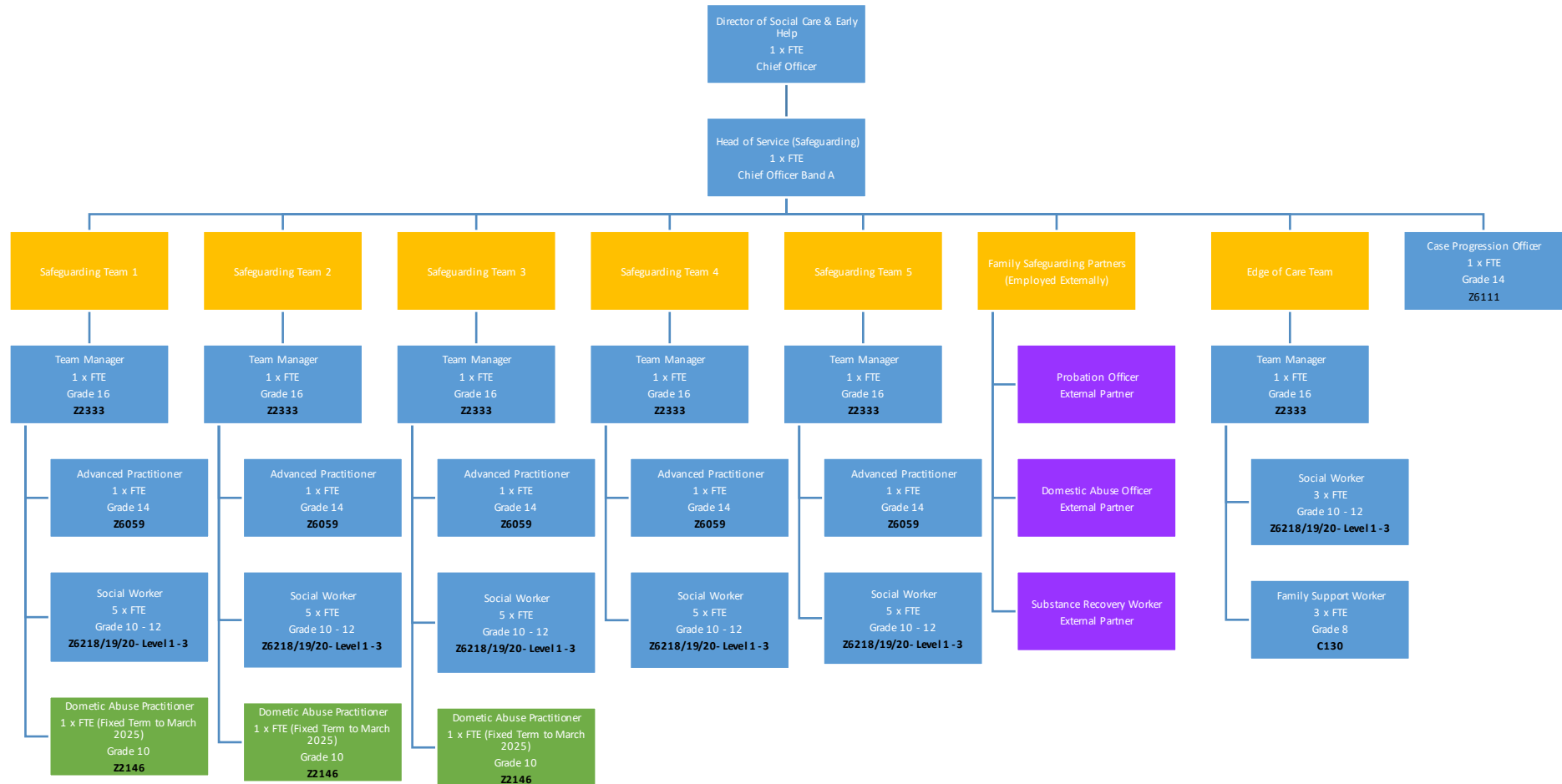
Children & Young People Senior Management



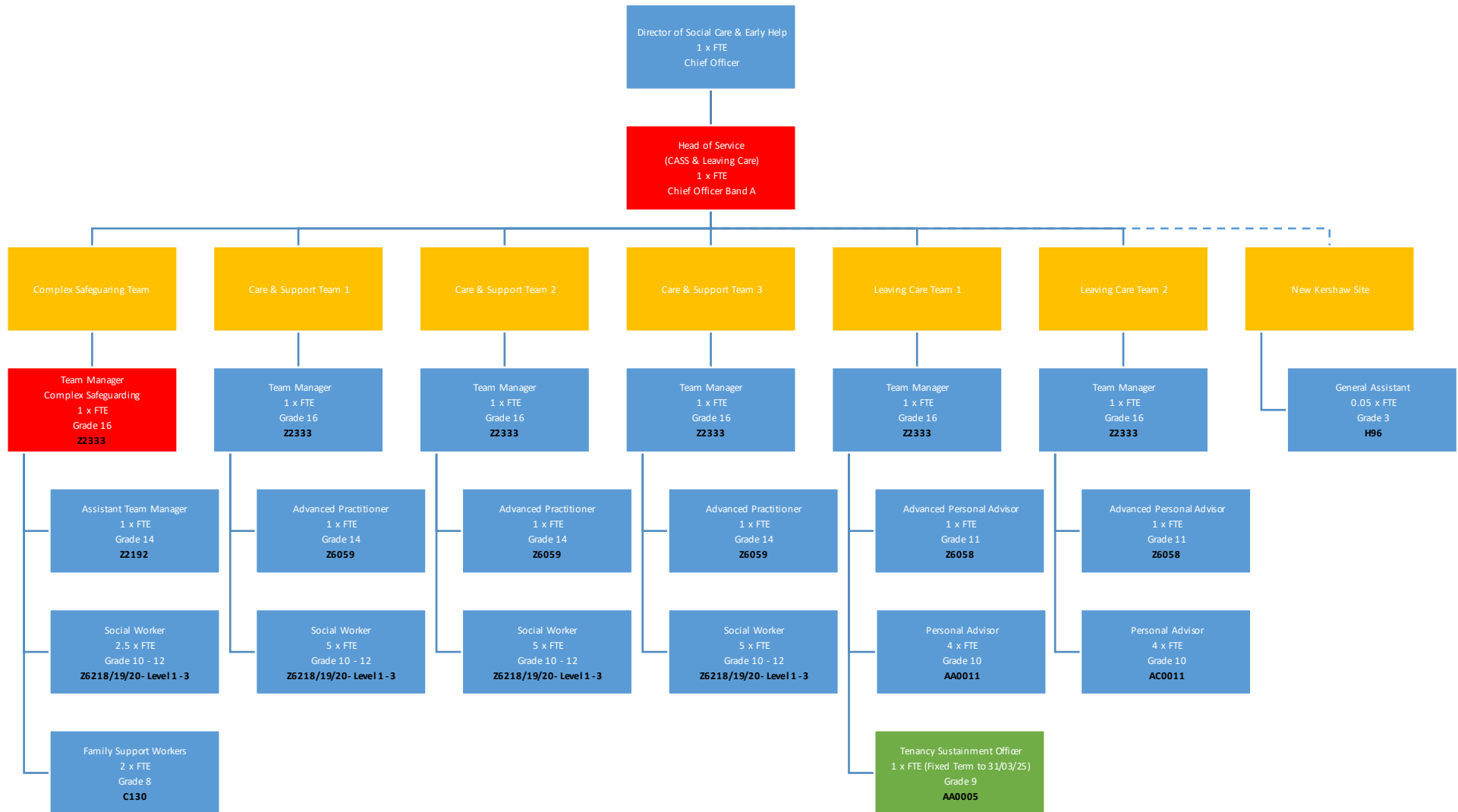
Social Care & Early Help: Initial Response & Contextual Safeguarding



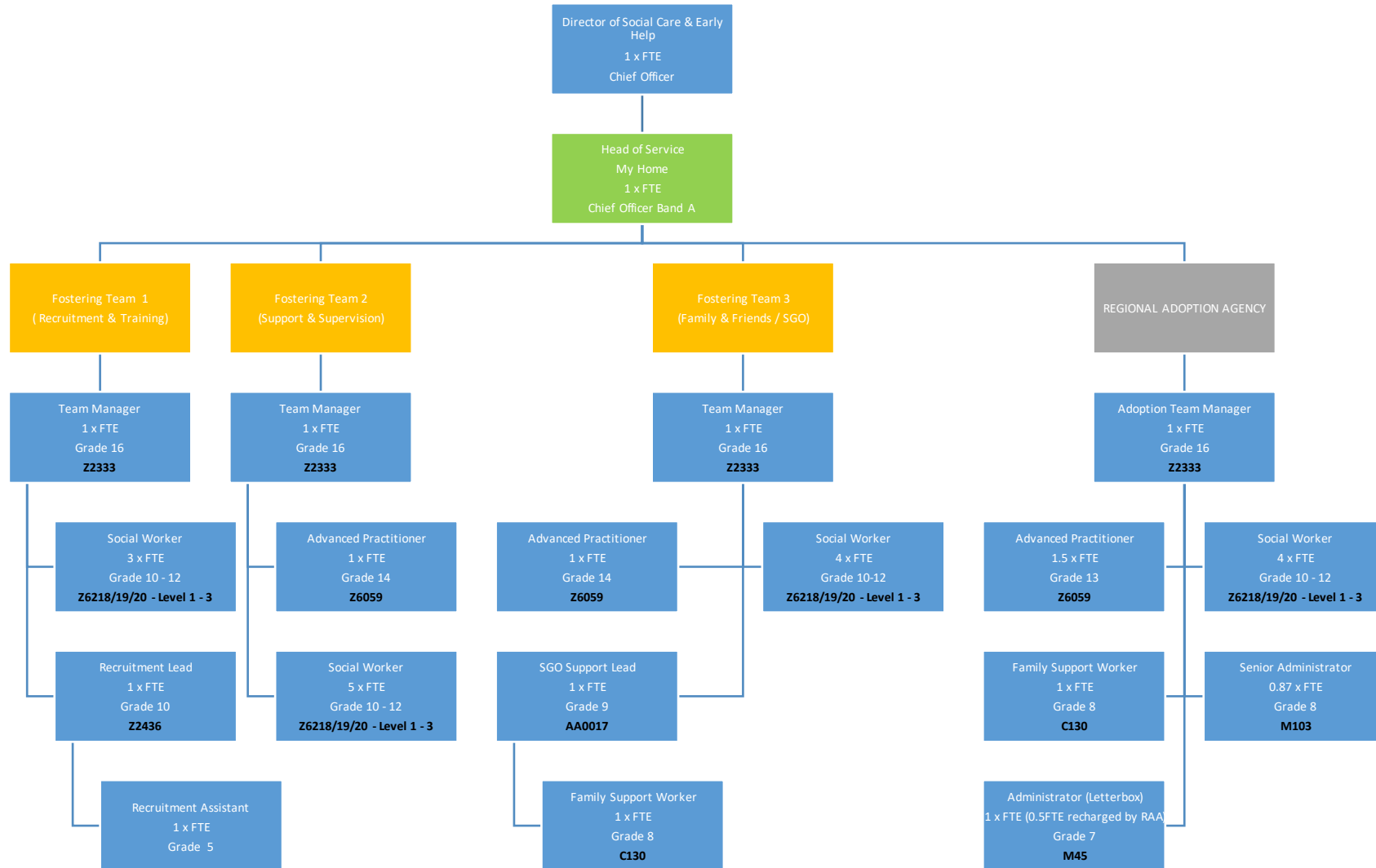
Social Care & Early Help: Safeguarding Service



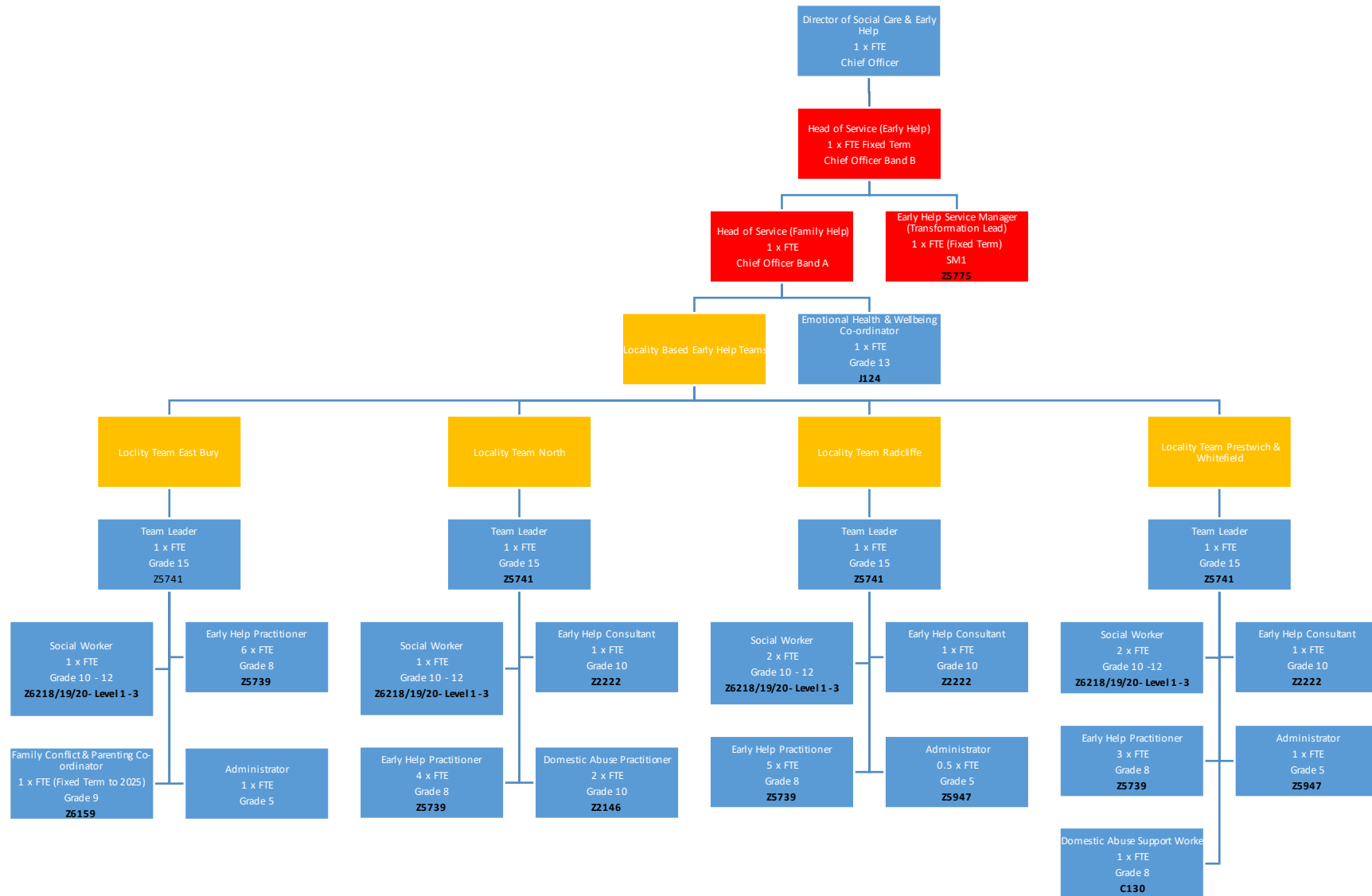
Social Care & Early Help: CASS & Leaving Care



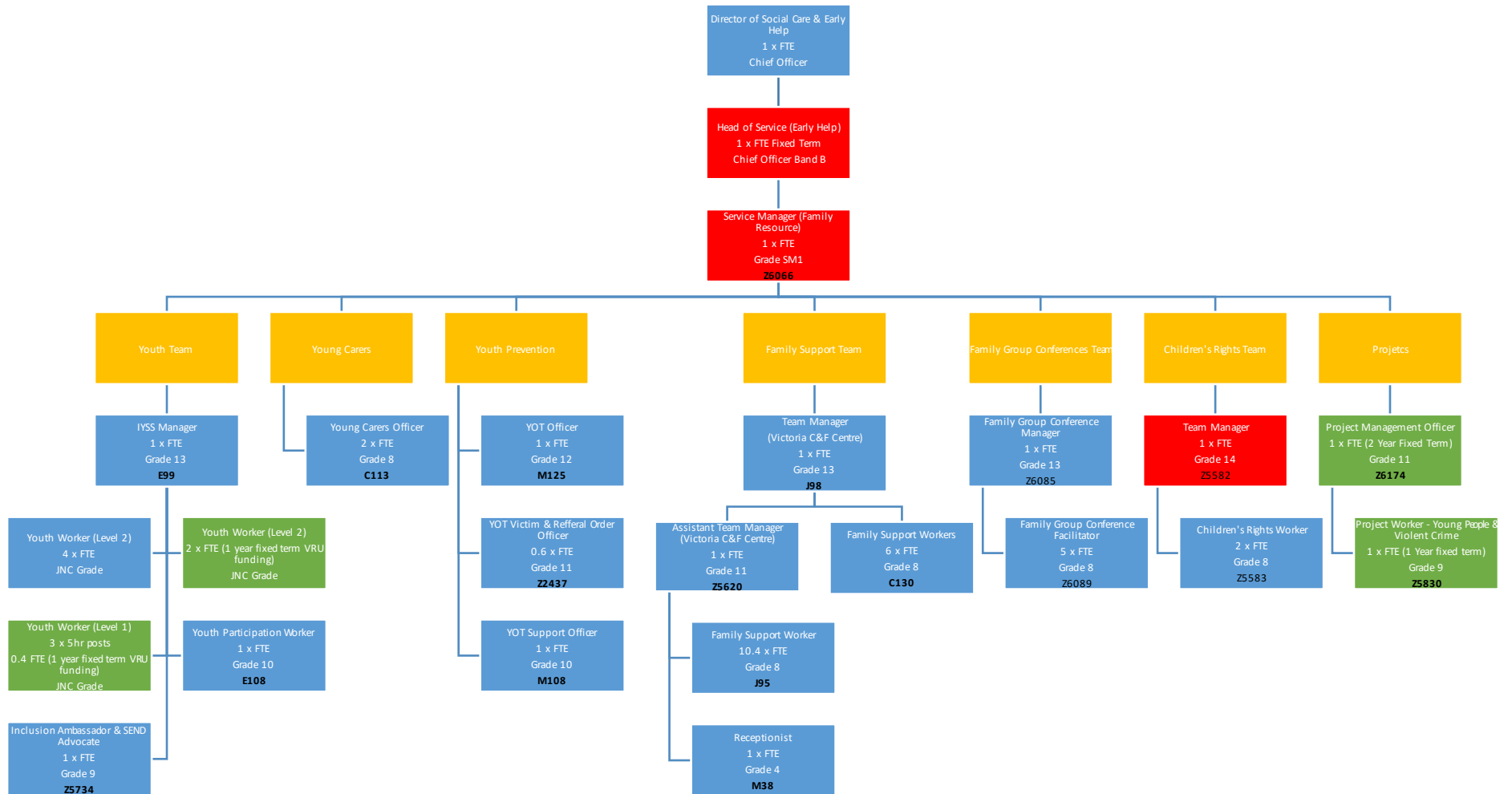
Social Care & Early Help: My Home



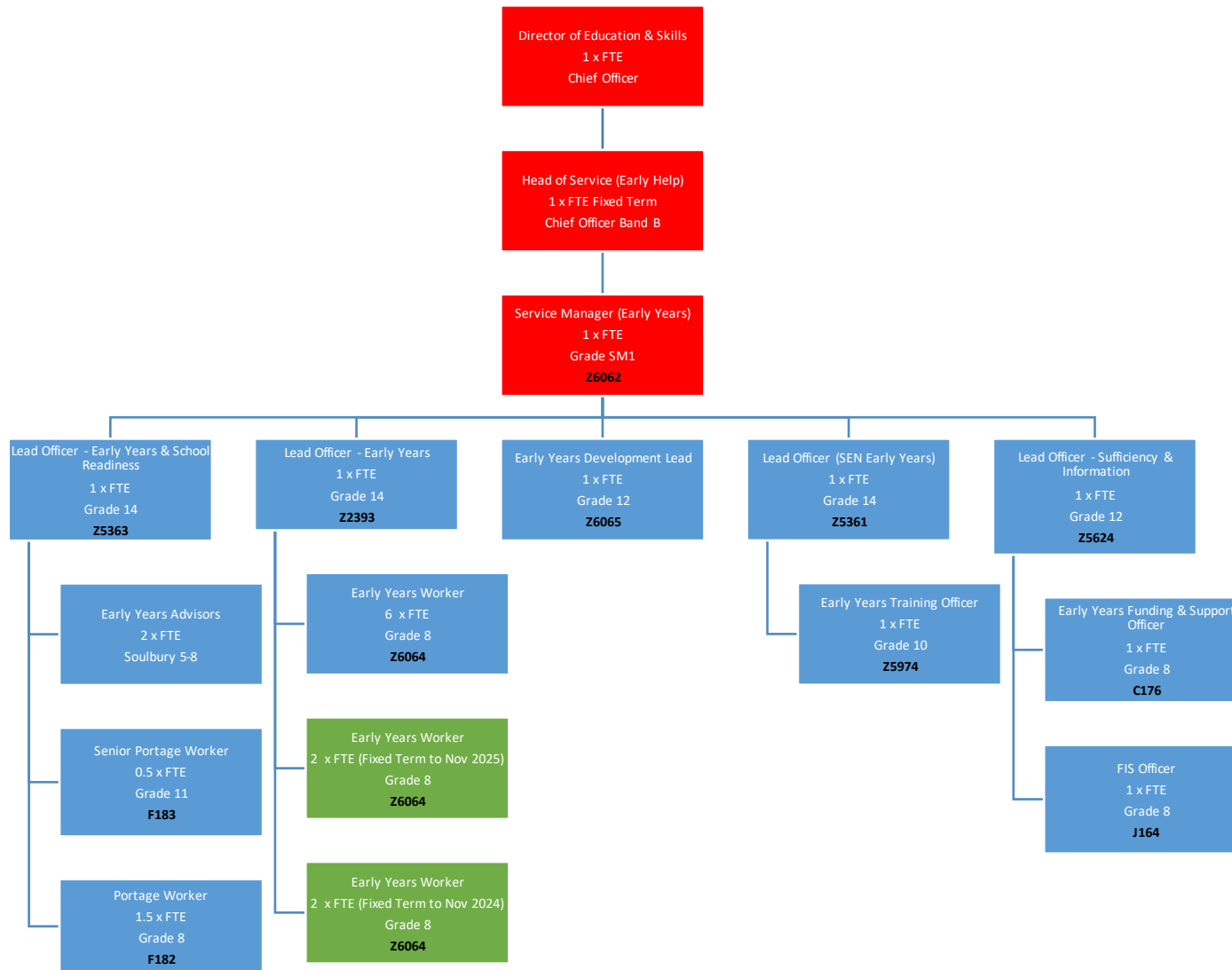
Social Care & Early Help: Early Help (Family Help Locality Based Teams)



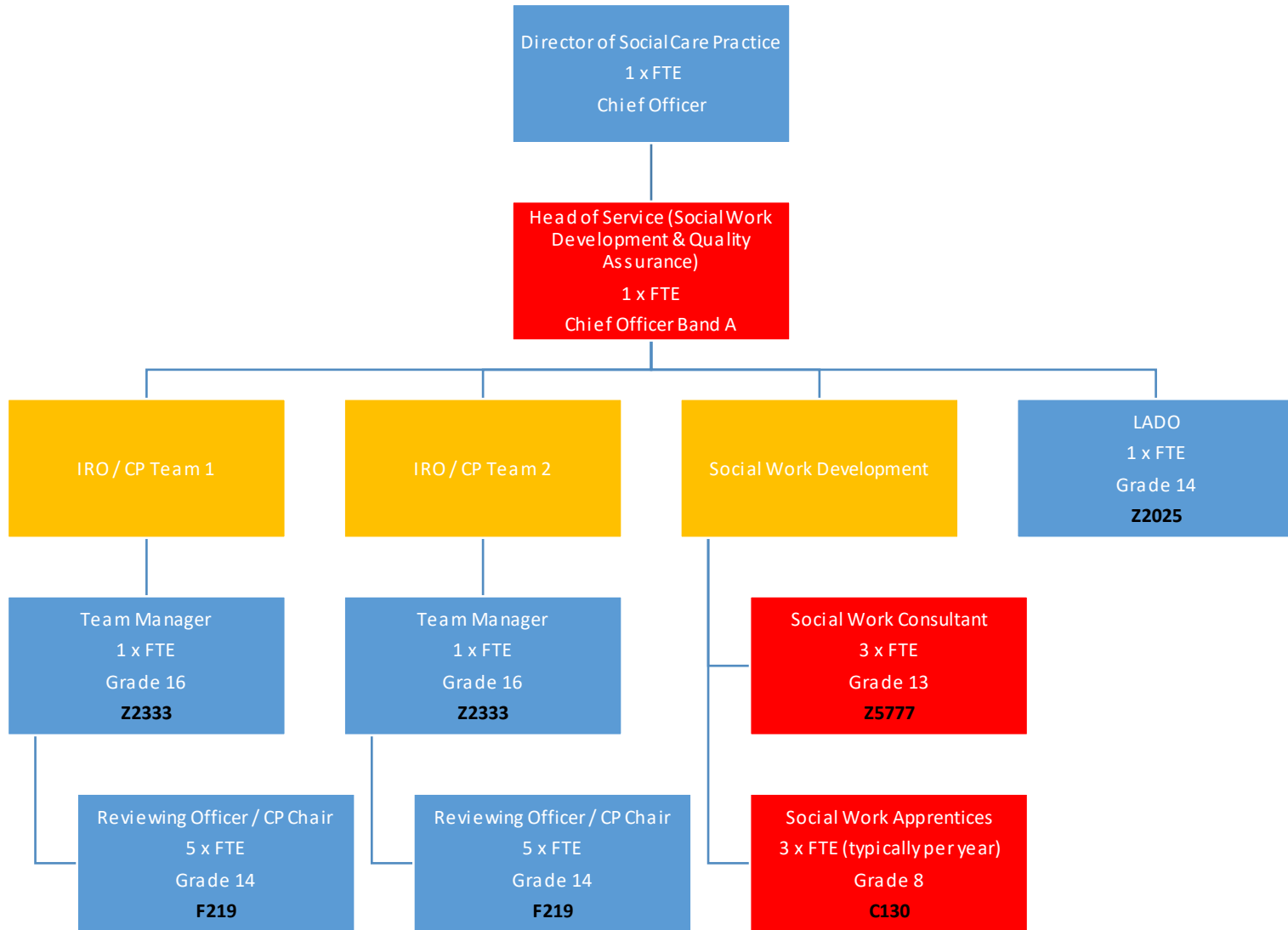
Social Care & Early Help: Early Help (Family Resource)



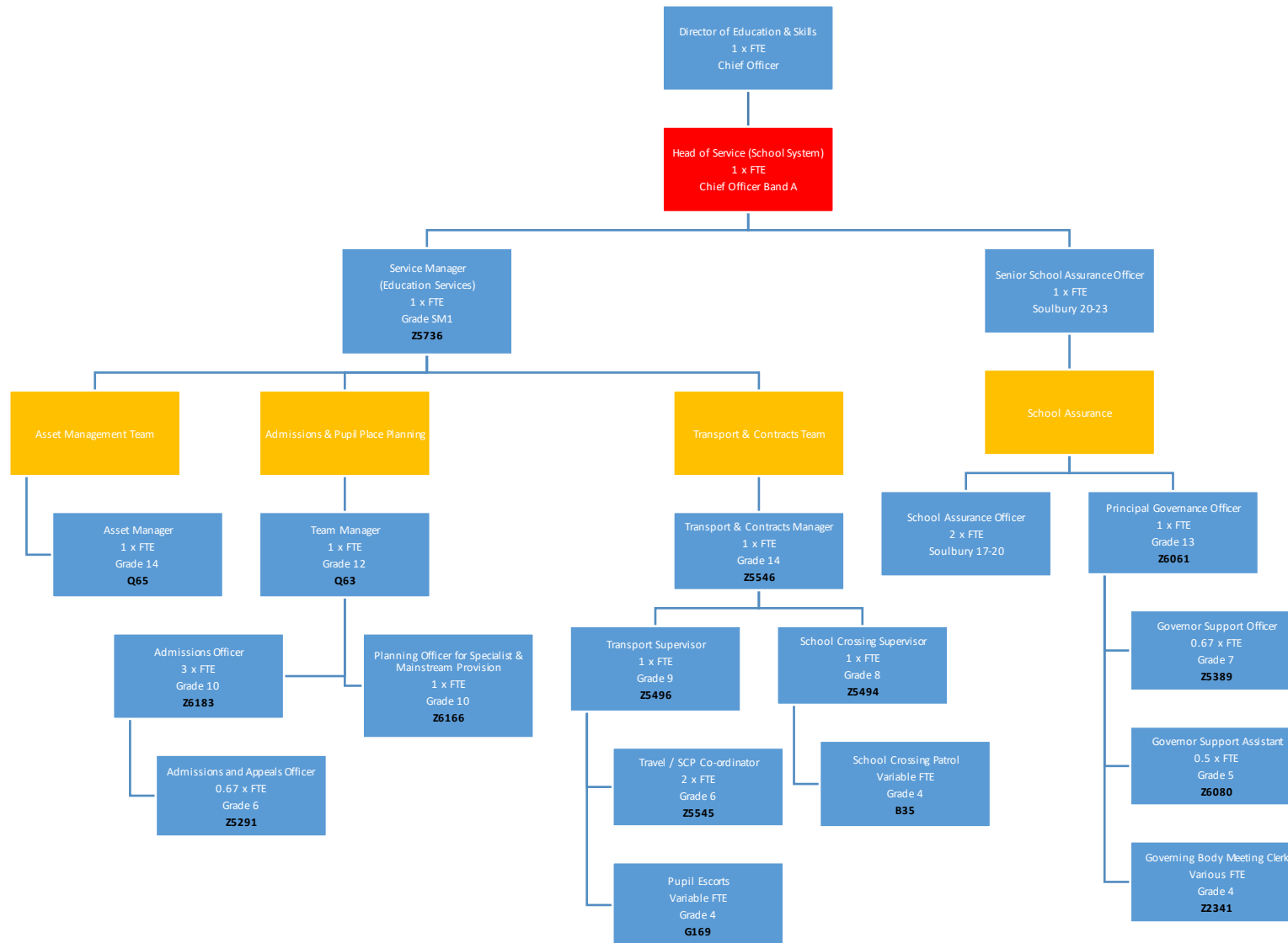
Social Care & Early Help: Early Years



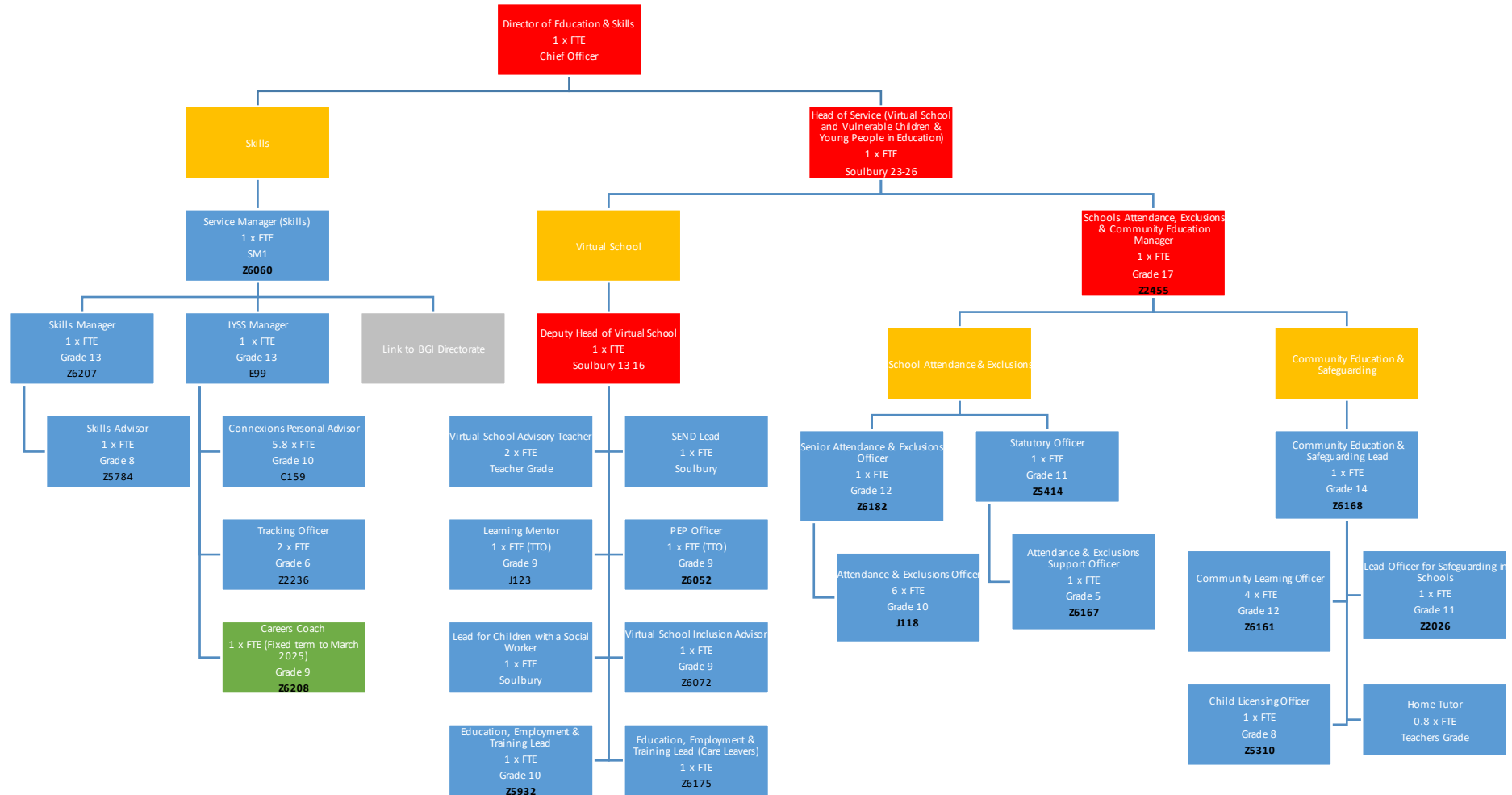
Social Care & Early Help: Social Work Development & Quality Assurance



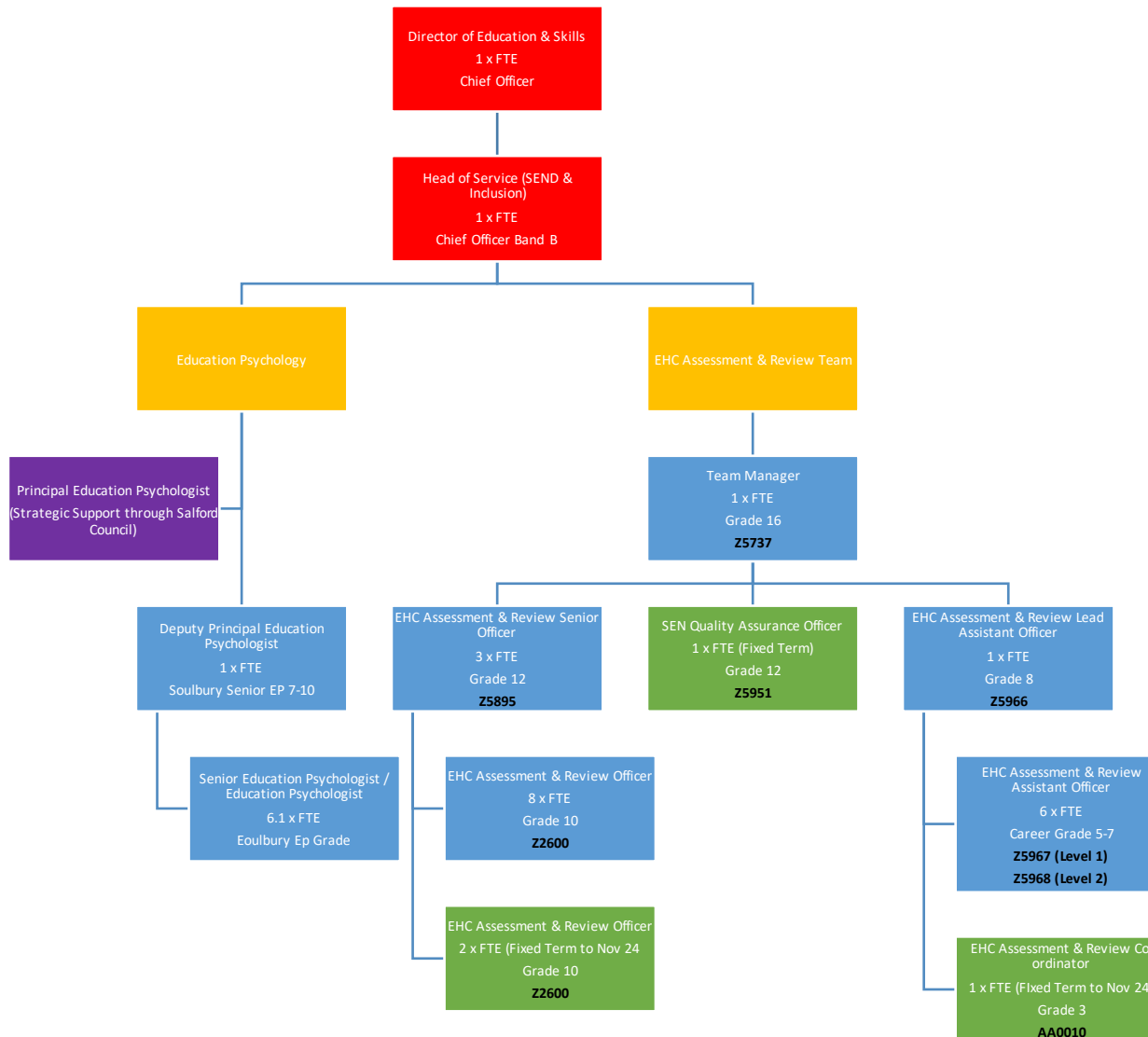
Education & Skills: School System



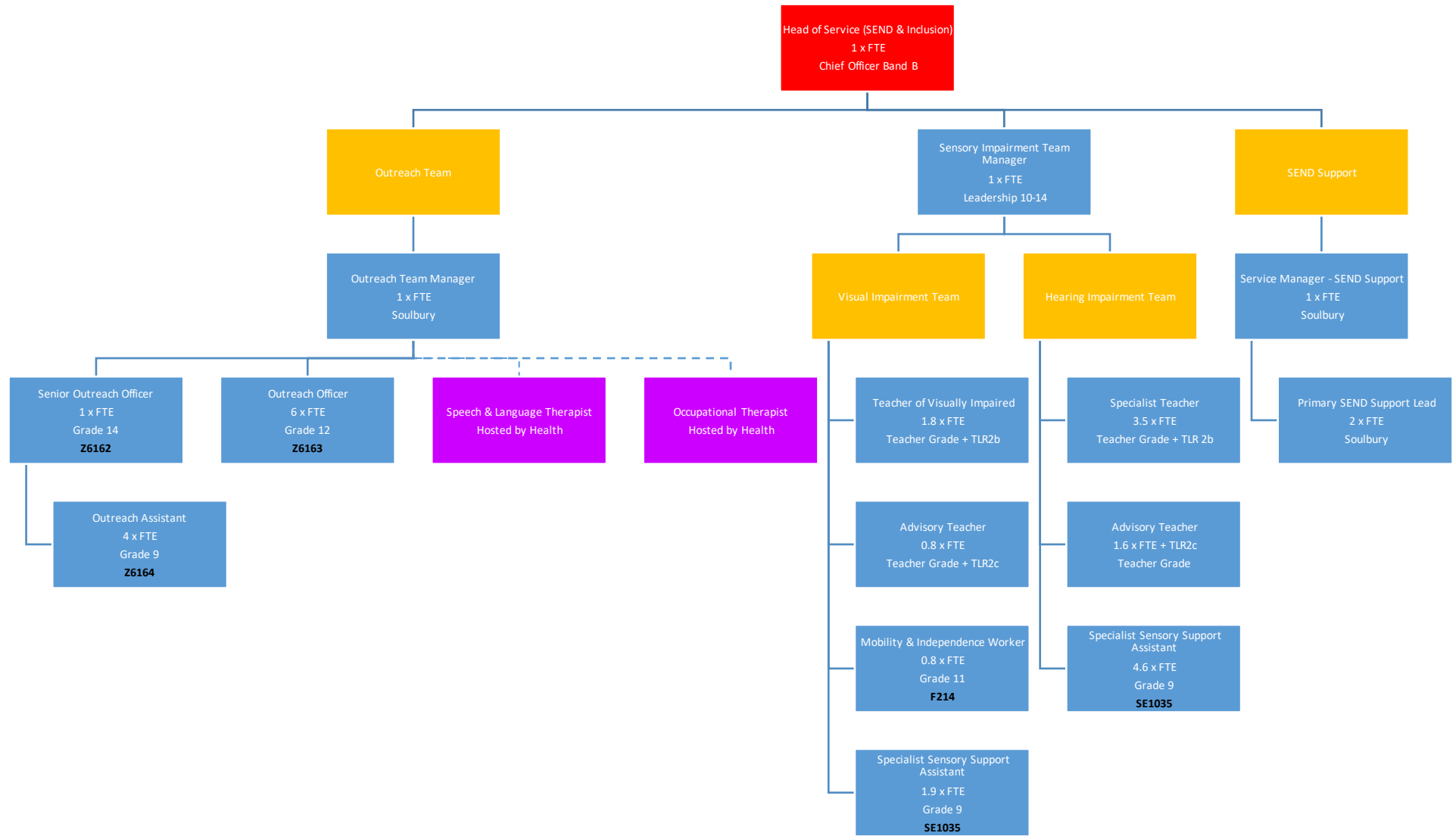
Education & Skills: Education Safeguarding & Skills



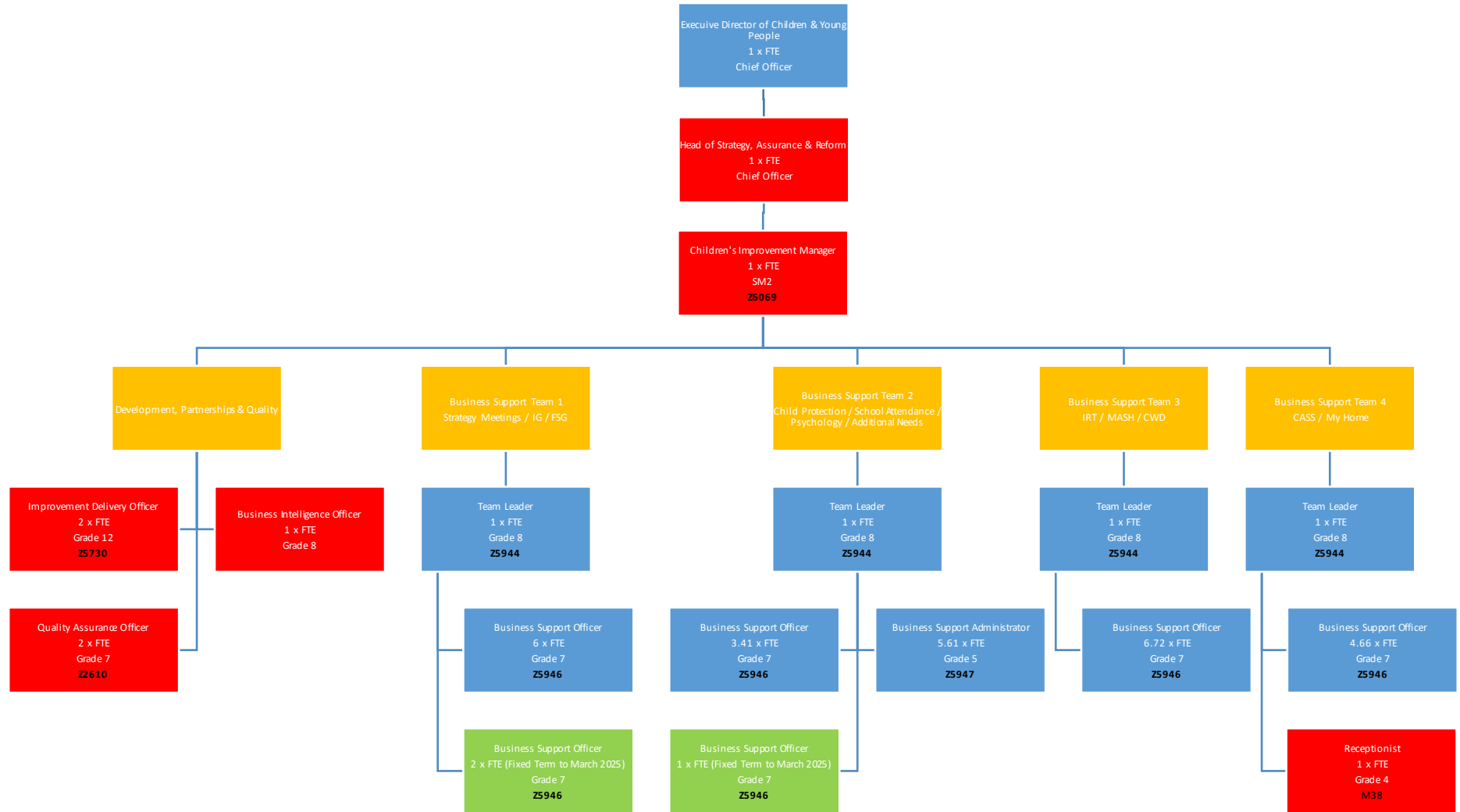
Education & Skills: Special Educational Needs



Education & Skills: Inclusion & Disadvantaged Children

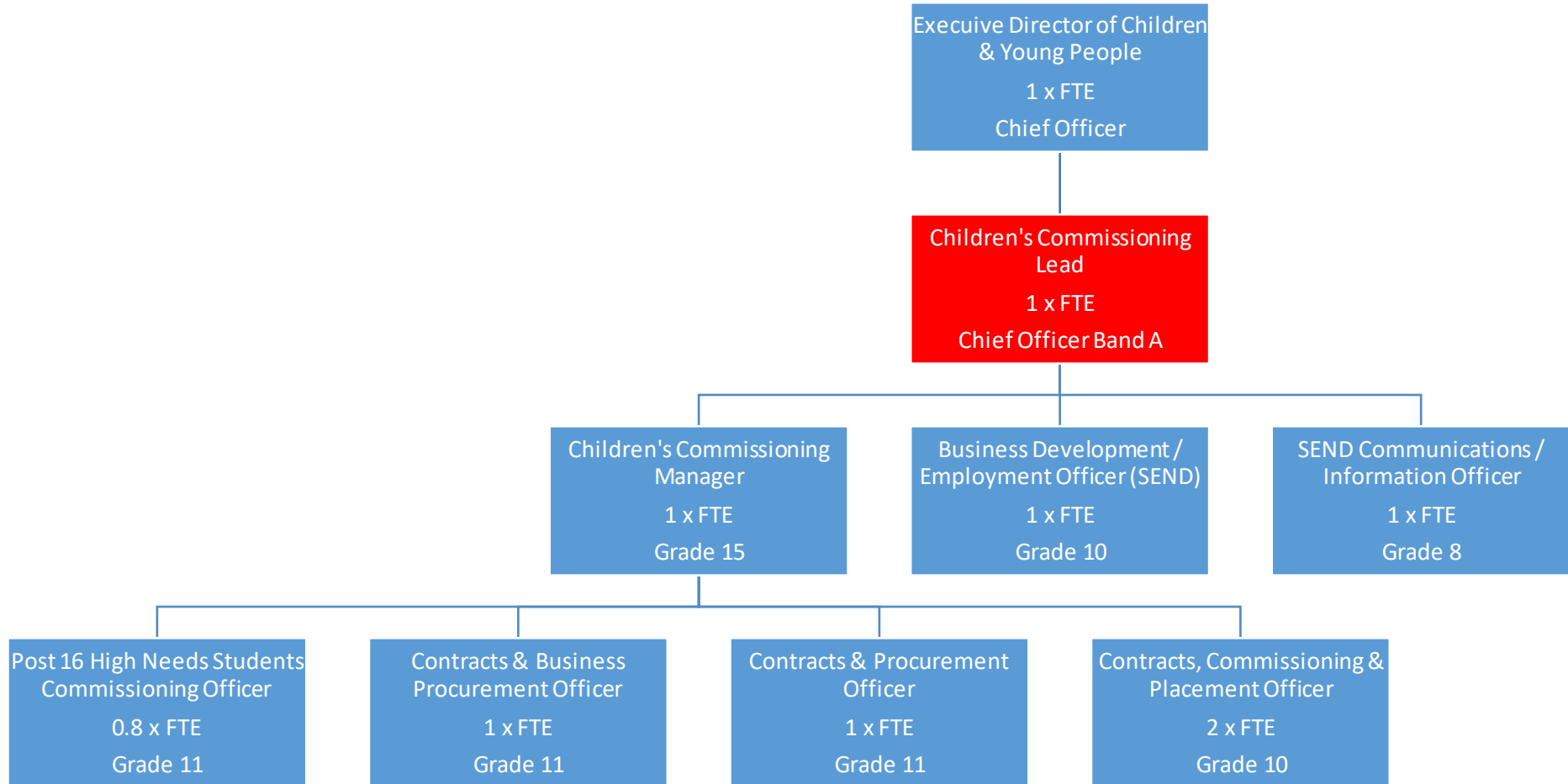


Strategy, Assurance & Reform



Total Business Support Establishment:
 4 x FTE Team Leaders, 20.79 x FTE Business Support Officers,
 5.61 x FTE Administrators to deploy flexibly across teams plus
 1 x FTE receptionist

Children's Commissioning





| | |
|--------------------------------|------------------------------|
| Classification: Open | Decision Type: Key |
|--------------------------------|------------------------------|

| | | |
|-------------------|--|------------------------------|
| Report to: | Overview & Scrutiny Committee Cabinet | Date: 10 January 2024 |
| Subject: | Strategic Housing Review – Management of Housing Stock | |
| Report of | Cabinet Member for Housing Services | |

Summary

This report follows the earlier reports considered by Cabinet in June, October and November 2023. This report provides Members with an overview of the activity that has taken place following the November report. Members are asked to review the report and agree the following recommendations.

Recommendation(s)

- Note the work undertaken since the last update to Cabinet in November 2023.
- Note the outcomes of the staff consultation which took place between 13th November and 13th December 2023.
- Agree that, whilst in practical terms services will become integrated from 15th January as previously agreed, the legal transfer of housing management functions and TUPE of Six Town Housing staff will take effect from 1st February 2024 following TUPE consultation feedback from staff.
- Note the post transfer governance arrangements for housing management post 1st February 2024.
- Agree that, in the first instance, line management of all current Six Town Housing functions and staff will report to the new Director of Housing Operations post in the Council's Corporate Core under the leadership of the Executive Director (Strategy and Transformation). The five pillar delivery model described to Cabinet in November remains the overall aspiration for Housing Services, however, the revised proposal will ensure a 'safe landing' for housing functions and staff and a phased approach for transition to any future model.
- Agree that the company Six Town Housing will be retained with revised governance arrangements.

Reasons for recommendation(s)

The recommendations made reflect both staff feedback through the TUPE consultation process and the continued progress of both the Six Town Housing Improvement Programme and joint work in preparation for transfer.

Alternative options considered and rejected

Failure to make the changes set out would not show due regard for staff feedback through the consultation process and potentially would present risks to the effective delivery of housing functions post transfer.

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Department: Corporate Core
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1. Background

- 1.1 Following approval by Cabinet in November to the transfer of the management and maintenance of Council housing to direct control by the local authority, work commenced to undertake the necessary TUPE consultation with Six Town Housing staff and plan for the organisational activity required to enable the transfer. Each strand of activity has been supported by a comprehensive programme management approach and has included a strong emphasis on communication and engagement with residents as well as both Six Town Housing and current Council staff.
- 1.2 Alongside this work, the work programme to drive the improvement of core housing services in Bury has continued, led by the Interim Chief Executive of Six Town Housing.
- 1.3 The TUPE consultation process, led by Six Town Housing, took place between 13th November and 13th December 2023. This process has included a range of engagement opportunities for staff including virtual and physical 'drop in' sessions. Staff briefings on key topics of interest, focus groups led by relevant Council managers and weekly FAQs. Trade Union colleagues have been engaged fully throughout this process. Alongside this, directly affected Council staff (those proposed to receive new responsibilities through the transfer) have been consulted on the potential impact for them.

2. Consultation Feedback and Proposed Changes

- 2.1 Whilst a wide range of feedback and comments were received through the TUPE consultation process, four specific areas were frequently mentioned and should therefore be noted by Cabinet. These are summarised below along with the Council's proposed response.
- 2.2 **The Date of Transfer:** Six Town Housing staff raised concern that a mid-month transfer date may see some people financially disadvantaged because of the potential to be charged 'emergency tax' on their January pay. Whilst any such over-payment would ultimately be re-payable it would present potential short-term financial detriment. This issue only came to light following detailed work through the Finance Workstream. There is a continued commitment to working together as one team from 15th January 2024, however, the revised proposal due to this feedback is that the date of legal transfer is moved to 1st February 2024.
- 2.3 **Maintaining an identity as a Housing Function and taking time to work through the detail of any potential structural changes:** Staff raised concern that transferring current Six Town Housing functions to a dispersed leadership model immediately post transfer would present a potential risk to both the pace of the ongoing improvement programme and the identity of a housing function. This is a particular risk in the context of the new regulatory framework for Social Housing which will be launched in 2024. The proposal is therefore for all current Six Town

Housing functions to transfer under the leadership of the new post of Director of Housing Operations in the Council's Corporate Core, with the Executive Director (Strategy & Transformation) providing leadership until the post is filled. There remains an aspiration to deliver against the model described and agreed by Members in November, however, to ensure any structural changes do not impede delivery and allow time to co-design this work with staff this transition will be progressed on a phased basis over the course of 2024.

- 2.4 **Clarity on tenant communications and the Six Town Housing Brand:** Through the consultation process officers have confirmed that the intention is that staff will post-transfer refer to themselves as Bury Council staff. ID badges and communications will reflect this from the 15th January 2024 however communications will confirm that the legal transfer of Six Town Housing staff to Bury Council will be the 1st February 2024. To make best use of tenants rents a phased approach to the transition of other branding (uniforms, vehicles, branded collateral etc) will be undertaken. Tenant communications have been drafted to confirm this, including neighbourhood roadshows which will commence from the 15th January 2024.
- 2.5 **Practical questions:** Six Town Housing staff raised a range of practical questions about what working for the Council be like and how systems, processes and procedures will change. A comprehensive organisational development plan has been developed to support the transfer and integration of functions. This work began with a post consultation event on 19th December 2023 attended by over 100 Six Town Housing staff with a follow-up induction and launch session planned for 15th January 2024.
- 2.6 Work is now progressing on the practical actions needed to facilitate the legal transfer of employment and ongoing support, engagement and development of current Six Town Housing colleagues post transfer.

3. Future Options for the Company

- 3.1 It is proposed that, subject to agreement by the Cabinet and the current Six Town Housing Board, the Six Town Housing company is retained. The termination agreement will set out that the direct management of all Housing Revenue Account (HRA) council housing stock will be resumed by the Council and all staff currently employed by the Company will transfer to the Council. The Company will remain to manage the small number of housing stock which it directly owns, and which sits outside the HRA.
- 3.2 As the Company's housing stock remains "social housing" the Company will maintain its registration and regulation under the Regulator of Social Housing. To ensure the Company's housing is properly and compliantly managed it is proposed that there will be a new management agreement between the Company and the Council whereupon the Council will take on the management of this stock. The new management agreement will form part of the termination agreement to ensure there is no actual or perceived break in the continuity of management of the Company's housing stock and services to its tenants.
- 3.3 The Company will still exist as a legal corporate entity, still own 104 houses, may continue to hold leases and contracts, and will remain a Private Registered Provider of Social Housing (PRPSH) regulated by the Regulator of Social Housing (RoSH). This is necessary because there will be insufficient time to make any other arrangements in the time available before transition is complete. These activities will

be undertaken by the Council under the new management agreement and overseen by the Company's new Board.

3.4 The Council will be the sole shareholder of the Company and the functions described above and arrangements in the new management agreement will continue. The potential matters for consideration include:

- allowing a wider range of tenures to be made available to local residents than simply those which the Council can use pursuant to its housing functions;
- to provide a stable entity for partnering with the Council in its discharging its homelessness functions;
- to develop more new build housing and/or acquire and improve existing housing from other entities as a high-quality responsible landlord promoted by the Council;
- to invest in new housing with any reserves retained within Six Town Housing that are agreed could be used for these purposes; and
- to partner with developers and builders for access to affordable homes provided under section 106 agreements.

3.5 Social housing includes low-cost rental (such as affordable rent properties) and low-cost home ownership. Registered providers include local authority landlords and private registered providers (such as not-for-profit housing associations and for-profit organisations).

3.6 This option will require the Council to ensure the Company is able to provide RoSH with the regulatory assurance and viability requirements on both the Council and Six Town Housing in retaining a sub-1,000 home private Registered Provider as a subsidiary of a local authority Registered Provider.

4. Current Board arrangements

4.1 Existing Board arrangements the Six Town Housing Board is led by the Chair. Board Members include the Interim Chief Executive, Elected Members appointed by the Council, Independent and Tenant Members.

4.2 The current Board configuration will not be required post transition to Council. Post transition, the Company will only retain circa 104 owned properties and management/leasing of a further 34 properties owned by Mosscafe St Vincent Housing and 12 Sherbourne House leases, it is therefore proposed that a smaller Board would be established in accordance with the Company articles and the current Board would resign their positions.

5. Post termination governance arrangements

5.1 Cabinet agreed to terminate the current management arrangement by mutual consent by way of a deed of termination in November 2023.

6. Future governance - Housing Advisory Board

- 6.1 It is recommended that a Housing Advisory Board would be established and constituted under s.102(4) of the LGA 1972 to advise the Executive on relevant matters relating to the housing services and stock.
- 6.2 The primary roles of the Board would be to inform policy strategy, operations, compliance and ensure a strong tenants voice. Advise the Cabinet on decisions that affect Tenants. The Board would consist of:
- 5 Elected Member appointments (to include 2 opposition members to sit on the Board)
 - Cabinet member for Housing to Chair the Board – this would ensure that the Board would be assured that there is a clear connection between it and Cabinet.
 - 3 Tenant advisory appointments
 - 2 Independent Members – To be determined
 - Officers attending on an ex officio basis (Director of Housing Operations, Finance and Legal advisors)
- 6.3 In order to ensure that there is continuity it is proposed the two existing Tenant Six Town Housing Board Members will be asked to join the Housing Advisory Board. Member nominations from party leaders will be subject to Cabinet approval to the Board, Leaders may wish to nominate those currently sitting as Six Town Housing Board Members.
- 6.4 The Board could exercise powers up to key decision level however all key decisions would be subject to Cabinet decision making. This would also allow for overview and scrutinise decisions and all for pre scrutiny of cabinet decisions. It is proposed the Board would:
- Review draft reports on significant decisions to the Council's Cabinet/Council and Scrutiny in relation to the housing functions.
 - Monitor performance and delivery of the consumer standard including Tenant satisfaction measures.
 - Set and monitor annual performance and satisfaction targets in accordance with the Social Housing (Regulation) Act 2023.
 - Align the delivery of housing services to the neighbourhood hub model.
 - Monitor the impacts of investment in ensuring we maintain decent homes, fire and building safety (all compliance) and customer satisfaction.
 - Oversight of development arising from the capital programme.
 - Commission and receive service audits and reviews.
 - Receive updating report on the status of the HRA.
 - Receive and consider complaints data to inform service delivery changes and developments.
 - Monitor the debt management and financial inclusion services to ensure that tenancies are sustained whilst income is managed.
 - Oversight of the tenant management organisation.
 - Promote equalities and the diverse interest of tenants and leaseholders.
 - Act in accordance with the Council's constitution.
- 6.5 A terms of reference will be drafted to include the following:
- The Board would meet regularly throughout the year at least six meetings set to be included in the Council's annual timetable of meetings, all meetings will be in person.

- The Board would be serviced by the Director of Housing Operations, supported by Democratic Services. The Board’s role and purpose would be similar to that of the existing Board of Six Town Housing as currently as it relates to housing functions, delivery and performance.
- In order to streamline governance all audit reports would be received by the Council’s audit committee.
- Quarterly performance data on the housing function would be received by Cabinet as part of the Council’s quarterly performance reporting arrangements.
- Scrutiny oversight of the Board

6.6 Legal and financial due diligence is underway. This information is critical to the transfer of the service. Work carried out in relation to contractual due diligence has highlighted that work will be required between the transfer date and the new financial year to strengthen this area of activity. A workplan will be developed to ensure that this is prioritised.

Links with the Corporate Priorities:

An integrated approach to the management of council housing for tenants will help realise the Let’s do it Strategy of public service reform and the Housing Strategy objectives of safe, high quality and mixed tenure housing offer.

Successful delivery of these strategies relies upon new localised arrangements which draw upon the strengths of local communities and reflect the distinct identities of the six towns which make up the borough.

Equality Impact and Considerations:

Inclusion and equity must be at the heart of the Council’s approach to the management and maintenance of its housing. An EIA was provided to support the recommendation to return the housing stock to direct Council control.

Environmental Impact and Considerations:

The model for management and maintenance of council housing contributes to the achievement of a carbon neutral Borough by 2038. STH has made progress in establishing approaches and pilot schemes. Investment through the Housing Capital Programme to modernise and refurbish council housing provides the opportunity to enhance delivery and be cost effective within a fully scaled Council-wide programme.

Assessment and Mitigation of Risk:

| Risk / opportunity | Mitigation |
|--|---|
| Implementation of the agreed vision and service models | Communications Plan, Stakeholder engagement |
| Financial sustainability of the Housing Revenue Account – PEST environment – within the context of the Council’s Financial pressures | Financial capacity Inflation, cost controls Development of a robust HRA Business Plan |

| | |
|---|---|
| Operating within the Regulatory environment | Effective regulatory preparation. Performance management & continuation of the improvement journey |
|---|---|

Legal Implications:

Cabinet provided the Director of Law and Governance a delegation to enter into all legal arrangements to support to the return of management of the housing stock, this report sets out in the body the proposals for the retention of Six Town Housing as a company and future governance arrangements. The proposed governance arrangements are set out at part 6 of this report.

Financial Implications:

Any financial implications arising from this decision will be contained within the Housing Revenue Account and reflected in the February 2024 budget setting report.

Appendices:

None.

Background papers:

- Cabinet report, November 2023 - <https://councildecisions.bury.gov.uk/documents/s37681/Strategic%20Housing%20Review%20Future%20Management%20and%20Maintenance%20of%20Council%20Housing.pdf>
- Cabinet report, October 2023 - <https://councildecisions.bury.gov.uk/documents/s37282/Strategic%20Housing%20Review%20Part%20A.pdf>
- Cabinet report, June 2023 - <https://councildecisions.bury.gov.uk/documents/s35772/Strategic%20Housing%20Review.pdf>

Please include a glossary of terms, abbreviations and acronyms used in this report.

| Term | Meaning |
|------|---------|
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|--------------------------------|------------------------------|
| Classification: Open | Decision Type: Key |
|--------------------------------|------------------------------|

| | | |
|-------------------|--|------------------------------|
| Report to: | Cabinet | Date: 10 January 2024 |
| Subject: | Proposal to utilise a Dynamic Purchasing System for disabled adaptations | |
| Report of | Cabinet Member for Housing Services | |

1. Summary

- 1.1 This report outlines the proposal to utilise a Dynamic Purchasing System (DPS) delivered by Independence Community Interest Company (INCIC) for disabled adaptations. It is currently successfully utilised in 22 other Local Authorities.
- 1.2 The Council is required, under the Equality Act 2010 and Care Act 2014, to make reasonable adjustments to meet identified needs of persons living in their homes. Additionally, the Council has a statutory duty to approve mandatory Disabled Facilities Grants (DFG's) for adaptations to the home environment to promote independence and keep people living in their own homes in safety and with dignity for longer.
- 1.3 Adaptations can help to prevent or delay the need for care and support, both of which are central themes of the Care Act 2014. When adaptations cannot be progressed quickly, this can significantly impact upon resident outcomes and wellbeing. It is therefore vital that adaptations are provided quickly and efficiently to support residents to stay living in their homes, reducing unnecessary reliance on hospital beds and residential placements and the associated decline in independence and quality of life.
- 1.4 To ensure that the Council meets its legal duties and strategic priorities in the most efficient and economically advantageous way, approval is sought to use a DPS for disabled adaptation works and services to both private and Council properties. This will support better service equity across the borough, ensuring that vulnerable residents will receive disabled adaptations in a timely way and to a high- quality standard irrespective of tenure.
- 1.5 Bury Council's Private Sector Housing (PSH) manage applications for Disabled Facilities Grants (DFG), which is a statutory duty of a Local Authority, where part of the process involves facilitating access to contractors who can complete adaptation works, produce schedules of works and instructing contractors to submit quotations for specified works. The team then supervise contractors to the completion of works once approved and commenced.

- 1.6 The list of contractors utilised has not been reviewed for more than 6 years. Currently the team works with four contractors and utilises a Manchester Council Framework for bathroom adaptations.
- 1.7 Whilst there have been no concerns with regarding cost, contractor workmanship nor customer service, there is a requirement to review service options to assist in processing applications to the completion of works in a timelier manner and ensuring adaptations are carried out without delay, assisting people to live independently in their own homes, thereby helping to reduce potential increases in costs to Adult and Childrens Social Care budgets.
- 1.8 Independence CIC (INCIC) provides:
- Access to list of adaptation specialist contractors for both grant work and private work for Bury residents.
 - Ensure compliance with relevant regulations, for example Construction Design and Management Regulations 2015 and the Consumer rights Act 2015.
 - Insurance backed Warranties for customers.

2. Recommendation(s)

- 2.1 It is recommended that there is approval for the Council to:
- Make a direct award to Independence CIC Dynamic Purchasing System to deliver disabled adaptation works for all tenures.
 - Enter into an Access Agreement for four-years with the option of additional two-year extension option at the sole discretion of Bury Council to access and use the Dynamic Purchasing System provided by Independence CIC.

3. Reasons for recommendation(s)

- 3.1 The DPS will allow for wider procurement and flexibility in the market. Other benefits include:
- Greater economies of scale giving better prices.
 - Increased opportunities for local SMEs to allow for greater opportunity to compete and expand into the public sector.
 - Compliance with Public Contracts Regulations 2015 (PCR 2015) and has been advertised in the Official Journal of European Union (OJEU) as well as the UK government Contracts Finder website.
 - Compliant for all contracting authorities to use, negating the need for a new competitive procurement exercise.
 - An 'open market' solution designed to provide buyers with access to an unlimited group of pre-qualified providers.

- Continued refreshment of the supplier base - Unlike a traditional framework, Contractors /Suppliers (Providers) can apply to join at any time. Suppliers can apply to single or multiple lots within a DPS. The rules relating to the usage and creation of a DPS come from The Public Contracts Regulations 2015 (PCR2015).
- 3.2 The software system used to access the DPS will enable streamlined monitoring for the progression of works, enable better complaint handling, ensure priority cases can be prioritised. It is compatible with Microsoft 365 and is GDPR compliant.
- 3.3 Although our current contractors may not be willing to sign up to the DPS – they can access it at any point in the future should they wish to do so.
- 3.4 The Council could trial the use of the DPS and find that it does not suit our requirements. However, there is no obligation to use the DPS once the access agreement is signed and the Council can withdraw at any point with no financial or legal repercussions.
- 3.5 Contractors who apply to be included on the DPS would be encouraged to demonstrate their potential to enhance additional social value through the development of the local economy.
- 3.6 The Council will encourage applications from local providers to join the DPS who are able to demonstrate an ability to meet the Councils strategic aims to protect vulnerable people whilst developing sustaining services and building resilient communities.

4. Alternative options considered and rejected

4.1 No change to business as usual:

- The local authority has a statutory duty to deliver the DFG function as detailed in the Housing Grants, Construction and Regeneration Act 1996, Equality Act 2010 and Care Act 2014. The consequences of not providing DFG's effectively will be increased complaints of maladministration, monetary fines, and reputational risks.
- Failure to comply with statutory timescales (12 months from application to payment of grant) may result in Judicial Review.
- The process in which records are processed makes GDPR requirements a challenge, as finding information to individual clients are not stored in one location. For example, emails from Home Improvement Officers could be inadvertently left in email inboxes rather than saved to client records. This makes complaint handling difficult.

- Seeking three quotations, for each individual piece of work is both resource intensive and causes delays for the customers.
- Therefore, doing nothing is not a viable option as the current system does not meet the demands of the borough, is time intensive and does not provide assurances to complete works in a timely manner.

4.2 Procure a framework agreement.

- The cost to procure a new DFG framework for the council would be excessive and would potentially increase existing risks to the council. Accessing an existing framework (e.g., Manchester Framework) is limited to the availability of existing Contractors/Suppliers (Providers) as well as the products available from when originally tendered. It does not allow for the admission of new Providers when the market or customers demanded as such. Overall frameworks deliver savings in terms of time and money.
- There are recognised benefits in the use of frameworks, however there are important limitations in terms of choice and compliance for DFGs as well as increased risk to be considered.

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5. Background

- 5.1 The Council is required, under the Equality Act 2010 and Care Act 2014, to make reasonable adjustments to meet identified needs of persons living in council properties. Additionally, the Council has a statutory duty to approve mandatory Disabled Facilities Grants (DFGs) for adaptations to the home environment to promote independence and keep people living in their own homes in safety and with dignity for longer. The legislation governing DFGs is the Housing Grants, Construction and Regeneration Act 1996. DFGs are mandatory and are available from Local Authorities in England and Wales, subject to a means test.
- 5.2 Private Sector Housing (PSH) manage the Disabled Facilities Grants (DFG) and adaptations for private tenure applicants. Currently the service has 170 open cases and a shortage of experienced Home Improvement Officers to process them.

- 5.3 The 4 contractors commissioned by the Council do not have the capacity to undertake all the work in a timely manner. The average installation time from referral to completion is now 323 days.
- 5.3 Currently when a referral is made to PSH this is populated on the CIVICA APP database. It is currently difficult to prioritise cases based on urgency, as the system only allows officers to handle cases by date order received. In addition, the Home Improvement Officers contact 3 of the contractors on the current list to obtain 3 quotations for every job. This is creating delays for applicants from the processing of their application to the approval stage and therefore having a further impact on installation timescales.
- 5.4 Monitoring contractors' performance is problematic utilising the current software as reporting is not comprehensive enough. Specifically, around unidentified trends such as the potential for contractors to exploit the system by quoting low prices and then requesting payment revisions for 'unforeseen works'. Monitoring timescales and contractor availability is also challenging. Also, there is an issue that contractors may advise they are available to obtain the work but potentially delay commencement.
- 5.5 In order to ensure value for money, avoid delay in delivery and reduce resource demand, a robust and modern and clear method of procurement is required for the authority to adopt.
- 5.6 Following an informative meeting held at Bolton at Home where a representative from Independence Community Interest Company (INCIC) attended, the Unit Manager for PSH arranged a meeting for INCIC to attend Bury. INCIC presented their Adaptation, Repair Maintenance and Improvement (ARMI) Dynamic Purchasing System (DPS) to representatives from Bury's Procurement and the Health and Adult Care department to enable further investigation and an options appraisal to be produced.

6. Independence Community Interest Company (INCIC) and ARMI Dynamic Purchasing System (DPS).

- 6.1 INCIC manages both Contractor/Supplier (Provider) compliance and procurement for this specialist market.
- 6.2 INCIC has been working with Plymouth City Council (PCC) to develop a Dynamic Purchasing System (DPS) for Adaptations. This system has since been adopted by 22 Local Authorities.
- 6.3 The DPS has been divided into 'Lots' (Categories) for each type of work that could be required for adaptations. Jobs are tendered through the system by

each participating authority, therefore providing opportunity in the market and seeking solutions at a local level.

- 6.4 INCIC is a TrustMark scheme operator offering full compliance for domestic consumers and support for authorities participating in the Dynamic Purchasing System. This includes the free provision of Trading Standards Approved Contracts for use by the customer and the provider, with support for providers with Construction Design and Management Regulations 2015 (CDM2015) compliance.
- 6.5 A DPS is a wholly electronic system of set duration which is established to purchase commonly used Goods, Services and Works. A DPS remains open throughout its duration for the admission of contractors/suppliers (Providers) who satisfy the selection criteria specified by the Contracting Authority (Council). This allows the authority to be more responsive to changes in customer demand and funding.
- 6.6 It will also be possible to introduce new products and not preclude customers from innovative solutions, as per any new or existing framework.
- 6.7 There is the provision of Key Performance Indicators (KPIs) to ensure a robust monitoring system and a methodology for providing good service to customers.
- 6.8 In addition to the DPS there is the ability to use the 'Plymouth Model', taking advantage of economies of scale. The 'Plymouth Model' was designed by Plymouth Council in 2007 and was further developed to provide their framework in 2014. Now updated it continues to be developed in partnership with INCIC in 2018. The Plymouth Model links trade rates, acceptable task times, material costs and overheads and profit to provide a fully priced schedule of standardised items. Competition is undertaken at the initial stages, therefore reducing time delays during the working of the DPS.
- 6.9 Utilising the 'Plymouth Model' and/or their own Schedule of Rates (SOR) via the DPS will allow the council to procure adaptations swiftly, ensuring compliance and standardisation. As the DPS is fully electronic, schedules can be produced on site in the customer's home and work ordered and managed.
- 6.10 The DPS is compliant with Procurement Contracts Regulations 2015 (PCR 2015) and has been advertised in The Official Journal of European Union (OJEU) and on the Contracts Finder (U.K Government) website.

7. Proposal for Bury's DPS- Adaptations, Repairs, Maintenance and Improvements

- 7.1 It is proposed that the DPS set up for Adaptations, Repairs, Maintenance and Improvements all relates to the home environment needs of the elderly and disabled communities. The DPS consists of 20 Lots as detailed below:

1. Bathroom Adaptations & Associated Building Works
2. Bathroom Adaptations & Associated Building Works including Design
3. Provision and Installation of Shower and/or Bathroom Cubical (Prefabricated Cubicles)
4. Hoists
5. Kitchen Adaptations & Associated Building Works
6. Kitchen Adaptations & Associated Building Works including Design
7. Minor Building Works
8. Ramps, Paths and Hard standing including Handrails
9. Stair lifts (Internal and External)
10. Through floor lifts (Internal)
11. External Mechanical Access Lifts (e.g. step lifts)
12. Disabled Living Equipment (e.g. raised WC seats, bath lifts etc.)
13. Disabled Living Equipment Requirements/Assessment
14. Assistive Technology Services
15. Door openers and entry systems
16. Major Adaptations Extensions, Conversions
17. Home Repair & Maintenance including handyperson service
18. Disabled Living Home Design Services
19. Occupational Therapy and Trusted Assessors Services
20. Case Management Service

7.2 This list of Lots provides the authority with a 'one stop shop' style procurement exercise on a case-by-case basis. The DPS offers a constant refresh of contractors and products and seeks response from the market to meet the need of elderly and disabled people.

7.3 Individual or packages of work can be awarded through the 'Lots' on the DPS via an online system that offers robust Consumer protection and insurance backed warranty of work.

7.4 INCIC will provide:

- Access to list of adaptation specialist contractors for both grant work and private work for Bury residents.
- Ensure compliance with relevant regulations, for example Construction Design and Management Regulations 2015 and the Consumer rights Act 2015.
- Insurance backed Warranties for customers.
- Pre-qualification, vetting and inspections and ongoing monitoring of providers with access to an electronic software platform to aid in contractor monitoring and ordering of works.
- Due diligence process to access the DPS providers via a pass selection criteria.
- Guidance and support to Contractor/Suppliers (Providers) to Local Authorities regarding ongoing compliance.

- 7.5 There is no upfront cost to access the DPS, nor minimum annual cost that the Council would be committed to. INCIC would be paid a management fee of 1% of the completed adaptation works total on a monthly basis in arrears. This would be at no cost to the Council as it is funded directly out of the clients grant funding. In effect the client is paying 1% of their grant allowance to benefit from a fully vetted and monitored list of contractors to undertake their works. However, they can still choose their own contractors should they wish, and they do not have to choose this option.
- 7.6 An Access Agreement would be required to be signed to allow the Council to access the DPS.
- 7.7 This procurement is compliant with Procurement Contracts Regulation 2015 (PCR 2015) and has already been advertised in Official Journal of European Union (OJUE) and on the U.K Government Contracts Finder website.
- 7.8 Opportunities to procure more widely would reduce the cost of adaptation works and thus enable the Council to help more people live independently in their own homes.

8. Capacity and Demand for Disabled Facilities Grants

- 8.1 The following table indicates the existing capacity and demand, number of cases and annual costs.

| | 2022-23 | 2023-2024 (up to 01/10/23) |
|---|---|---|
| Number of Open Cases for PSH | 250 (backlog created by Pandemic) | 170 |
| Number of Referrals PSH | 186 | 67 (OTs currently understaffed) |
| Number of Completed Cases PSH | 70 | 44 |
| Budget from MHCLG for PSH | £2.1m | £2.3m |
| Budget allocated to PSH for DFG | £2.1m | £2.1m (additional 200K will be received this year uncertain whether it will be allocated due to underspend) |
| Committed spend based on cases in the system not yet completed | £1.3m. (using an estimated 27% drop out rate) | £700k (based on an estimated 27% drop out rate) (does not include new referrals) |
| Actual Expenditure of PSH | £1,124,487 including capitalisation of salaries | £723,753 including capitalisation of salaries. |

| | | |
|---|--|--|
| Cancellations | 82 (12 income exceeded / didn't qualify, 24 no response from client/ no reason given, 10 chose to do the works themselves at own cost, 24 didn't want the works proposed by OT/HIO, 10 deceased during application processed, 1 inappropriate works, 1 works not completed due to client moving to care home.) | 92 (9 incomes exceeded/ didn't qualify, 6 chose to do the works themselves at own cost, 19 didn't want the works proposed by OT/HIO, 49 no reason given/ no contact from client, 9 deceased during application process). Higher rate of cancellations this year due to ability to clear a lot of the backlog due to increased staffing levels. |
| Forecasted year end spend | | Circa £1.5m (including salaries) |
| | 2022-2023 | 2023-2024 (up to 01/10/23) |
| Number of Open Cases for STH | 163 | 42 (12 of these are extensions) |
| Number of Referrals to STH | 93 | 34 |
| Number of Completed Installs (number of adapted houses STH) | 100 | 47 |
| Budget allocation from HRA for STH adaptations | 800K | £800K |
| Committed estimated spend based on cases in the system not yet completed | 1,050,168 | £810,000 (without new referrals) |
| Actual Expenditure of STH | £973,353 | £508,218 |
| Forecasted year end spend | | £798,684.72 (Plus submitted business request for additional £300K on top of this) (This includes salaries) |

8.2 There is a need to change the process to ensure more clients are assisted in a timely manner and keep up with demands to the service and spent more of the 'in year' allocation of budget.

- 8.3 There is also the ability to use this DPS for disabled adaptation works to Council properties should Six Town Housing's New Works Team at Repairs Direct not have the capacity to take on new referrals or struggle with backlogs in work.
- 8.4 It is acknowledged that Six Town Housing's Repairs Direct are transferring to the Council in January 2024, therefore the potential for them to tender for some private sector adaptations jobs will be reviewed / considered in line with procurement guidelines.
- 8.5 The four existing contractors currently utilised will be able to sign up to this DPS should they wish and will be supported through the joining process.
- 8.6 There is also the ability to use the DPS for minor adaptations too.

9. Summary of Benefits to the use of INCIC DPS

- Reduced waiting times for the approval of works
- Reduced waiting times for the installation of adaptations
- Increases the capacity of Home Improvement Officers (they currently spend excessive time updating the existing CIVICA APP system which is in the process of being replaced with new database system IDOX in Q1/2 2024/25. Also design services can be procured for bathroom adaptations and kitchens enabling more time as a clerk of works, ensuring cases progress in a timely manner and dedicate their expertise to more comprehensive works.
- Ensures early intervention and proactive approach enabling PSH to provide assistance to the most critical first in accordance to Care Act duties.
- Streamlined communication between contractors, Home Improvement Officers and Occupational Therapists
- Improved complaint handling and reducing grievances due to delays.
- Improved and ongoing monitoring of contractors with independent assistance from INCIC
- Insurance back warranty for clients
- Legal support should contractors not meet their obligations.
- Less risk to the Council not delivering adaptations at the right time for residents in the community and patients discharged from Hospitals to their homes.

Links with the Corporate Priorities:

The approval of the DPS aligns itself to the 'Let's do it' principles, taking an enterprising approach and ensuing public service improvement working towards ensuring residents in the Borough will have a healthy life expectancy ensuring adaptations without delay.

Relevant elements that this service contributes to include:

Local

- Improve health and well-being by working with communities and residents.
- Higher quality provision, resulting in reduced waiting times for vulnerable residents, greater customer satisfaction, and improved outcomes for the health and care system in Bury.

Enterprise

- provide local employment opportunities as well as training and development for local volunteers, students and trainees.
- The DPS allows for any capable local suppliers to be signposted to gain access and the opportunity that may not be available to them if a larger/wider framework was procured based on volume and turnover criteria.

Together

- support people to live independently in their homes their own homes and communities as long as possible.

Strengths

- the provision of the DPS facilitates a system wide approach that can improve the effectiveness of treatment
- help early intervention or prevent the need for treatment and so ensuring the best use of resources.

Equality Impact and Considerations:

Please refer to Appendix 1 for Equality Analysis.

Environmental Impact and Considerations:

The environmental impact of this proposal will be managed and reported through ongoing contract management. This will also be considered as part of the accreditation process for prospective suppliers of works and materials. There will be due consideration through the service specification and will include appropriate requirements on the contractor/delivery partner to minimise waste, reduce energy and carbon emissions and to consider opportunities to enhance biodiversity.

Assessment and Mitigation of Risk:

| Risk / opportunity | Mitigation |
|--------------------|------------|
|--------------------|------------|

| | |
|--|--|
| <p>Current risk to the Council regarding poor performance of contractors/ current arrangements and not meeting statutory duties effectively.</p> | <p>INCIC act as intermediaries between clients and contractors should there be issues that the Home Improvement Officers or Unit Manager be unable to resolve.</p> <p>Key performance indicators will be outlined in the service specification and agreed with the provider.</p> |
| <p>Delays to adaptations due to the current requirement to obtain quotations.</p> | <p>INCIC ensures PSH are more likely to approve a grant and install in a timely manner.</p> |
| | <p>Reduces the risk of failure and litigation to the council as they have specialist knowledge and support.</p> |
| <p>Current lack of timely interventions for Adult and Childrens Social Care</p> | <p>Contract monitoring meeting will take place each quarter to review performance reports and contribute to the continuous development of the service, ensuring timely interventions for people. This includes people that are discharged from hospital settings and require minor adaptations to prevent hospital readmission.</p> <p>In addition, annual reviews will be required to be completed by the provider, to include feedback on contract outcomes.</p> |

Legal Implications:

The use of the Independence CIC Dynamic Purchasing System developed with Plymouth Council is fully compliant with the Public Contracts Regulations 2015 and the Council's Contract Procedure Rules and is an efficient means of providing the Council with a wide range of pre-qualified contractors.

Financial Implications:

There are no financial implications for the Council in approving the recommendations within this report.

Appendices: Appendix 1: Home Improvement Agency SLA which includes the Minor Adaptations service

Appendix 2: HIA Contract 2010

Background papers:

None.

Please include a glossary of terms, abbreviations and acronyms used in this report.

| Term | Meaning |
|-------|--|
| ARMI | Adaptation, Repair Maintenance and Improvement |
| DFG | Disabled Facilities Grants |
| DPS | Dynamic Purchasing System |
| EIA | Equality Impact Assessment |
| GDPR | General Data Protection Regulation |
| HIO | Home Improvement Officer |
| HRA | Housing Revenue Account |
| INCIC | Independence Community Interest Company |
| OJEU | Official Journal of European Union |
| OT | Occupational Therapy |
| PCR | Public Contracts Regulations 2015 |
| PSH | Private Sector Housing |
| SMEs | Small and Midsize Enterprises |
| STH | Six Town Housing |

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EQUALITY ANALYSIS

This Equality Analysis considers the effect of Bury Council/ Bury CCG activity on different groups protected from discrimination under the Equality Act 2010. This is to consider if there are any unintended consequences for some groups from key changes made by a public body and their contractor partners organisations and to consider if the activity will be fully effective for all protected groups. It involves using equality information and the results of engagement with protected groups and others, to manage risk and to understand the actual or potential effect of activity, including any adverse impacts on those affected by the change under consideration.

SECTION 1 – RESPONSIBILITY AND ACCOUNTABILITY

Refer to Equality Analysis guidance page 4

| | |
|--|--|
| 1.1 Name of policy/ project/ decision | Proposal to utilise a Dynamic Purchasing System for disabled adaptations |
| 1.2 Lead for policy/ project/ decision | Adrian Crook, Director of Community Commissioning, Health & Social Care. |
| 1.3 Committee/Board signing off policy/ project/ decision | Bury Council- Cabinet |
| 1.4 Author of Equality Analysis | Name: Ahmed Ajmi Role: Integrated Commissioning Lead, Carers, Physical Disabilities & Prevention Contact details: A.Ajmi@bury.gov.uk |
| 1.5 Date EA completed | 13 th December 2023 |

SECTION 2 – AIMS AND OUTCOMES OF POLICY / PROJECT

Refer to Equality Analysis guidance page 5

| | |
|--|---|
| 2.1 Detail of policy/ decision being sought | The Council is required, under the Equality Act 2010 and Care Act 2014, to make reasonable adjustments to meet identified needs of persons living in their homes. Additionally, the Council has a statutory duty to approve mandatory Disabled Facilities Grants (DFG's) for adaptations to the home environment to promote independence and keep people living in their own homes in safety and with dignity for longer. |
|--|---|

| | |
|---|---|
| | <p>Adaptations can help to prevent or delay the need for care and support, both of which are central themes of the Care Act 2014. When adaptations cannot be progressed quickly, this can significantly impact upon resident outcomes and wellbeing. It is therefore vital that adaptations are provided quickly and efficiently to support residents to stay living in their homes, reducing unnecessary reliance on hospital beds and residential placements and the associated decline in independence and quality of life.</p> <p>To ensure that the Council meets its legal duties and strategic priorities in the most efficient and economically advantageous way, approval is sought to use a DPS for disabled adaptation works and services to both private and Council properties. This will support better service equity across the borough, ensuring that vulnerable residents will receive disabled adaptations in a timely way and to a high-quality standard irrespective of tenure.</p> |
| <p>2.2 What are the intended outcomes of this?</p> | <p>Adaptations can help to prevent or delay the need for care and support, both of which are central themes of the Care Act 2014</p> <p>If adaptations cannot be progressed quickly, this can significantly impact upon resident outcomes and wellbeing. It is therefore critical that adaptations are provided quickly and efficiently to support residents to stay living in their homes, reducing unnecessary reliance on hospital beds and residential placements and the associated decline in independence and quality of life.</p> <p>The Dynamic Purchasing System (DPS) provided by Independence CIC (INCIC) for disabled adaptation works will provide:</p> <ul style="list-style-type: none"> • cost-efficient solution enabled by flexibility, economies of scale and increase competition amongst suppliers to drive down prices to offer savings. • expedite clearing the backlog of jobs which has accumulated throughout the pandemic • provide a more efficient and cost-effective means for new jobs to be completed • ensure that the Council meets its legal duties and strategic priorities in the most efficient and economically advantageous way • use of the DPS for disabled adaptation works and services to both private and Council properties will support better service equity across the borough, ensuring that vulnerable residents will receive disabled adaptations in a timely way and to a high-quality standard irrespective of tenure. |

SECTION 3 – ESTABLISHING RELEVANCE TO EQUALITY & HUMAN RIGHTS

Refer to Equality Analysis guidance pages 5-8 and 11

Please outline the relevance of the activity/ policy to the Public Sector Equality Duty

| General Public Sector Equality Duties | Relevance (Yes/No) | Rationale behind relevance decision |
|--|---------------------------|---|
| <p>3.1 To eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by Equality Act 2010</p> | Yes | <p>Under the Equality Act 2010 and Care Act 2014, to make reasonable adjustments to meet identified needs of persons living in their homes. The Care Act 2014, outlines a clear requirement for processing assessment of need.</p> <p>Additionally, the Council has a statutory duty to approve mandatory Disabled Facilities Grants (DFG's) for adaptations to the home environment to promote independence and keep people living in their own homes in safety and with dignity for longer.</p> |
| <p>3.2 To advance equality of opportunity between people who share a protected characteristic and those who do not.</p> | Yes | <p>The care act criteria promote equality despite a person's background, beliefs or any protected characteristic.</p> <p>Placements are based on a person's individual need and offers opportunities for people to live as independently a life as possible including in the wider community.</p> |
| <p>3.3 To foster good relations between people who share a protected characteristic and those who do not</p> | Yes | <p>Adaptations can support a range of people in various ways and this is irrespective of any protected characteristics.</p> <p>Adaptations can provide a mechanism to connect people who share a protected characteristic and those who do not, creating and adjusting home environments to foster and build good relations.</p> |
| <p>3.4 Please outline the considerations taken, including any mitigations, to ensure activity is not detrimental to the Human Rights of any individual affected by the decision being sought.</p> | | |
| <p>The list of Human Rights has been explored and this proposal does not have a detrimental impact on any area specified.</p> | | |

SECTION 4 – EQUALITIES DATA

Refer to Equality Analysis guidance page 8

| Protected characteristic | Outcome sought | Base data | Data gaps (to include in Section 8 log) |
|--------------------------|----------------|---|---|
| 4.1 Age | Yes | <ul style="list-style-type: none"> • People in Bury are living longer; life expectancy for both men (79.1 years) and women (82.1 years) has been improving over time, but the rate of this increase has slowed and there is still a significant gap between the life expectancy in Bury and the England average. • There is also a social gradient to life expectancy in Bury, where men and women in the most deprived areas have a life expectancy of between 12.4 years (males) and 7.9 years (females) shorter than the least deprived areas. • It is also important to determine whether additional years of life are being spent in good health or prolonged poor health and dependency. Healthy life expectancy adds a quality-of-life dimension to life expectancy. Similar to Life Expectancy, there is inequality in healthy life expectancy between Bury and England. Male and female. <p>There is also a social gradient to healthy life expectancy within Bury, where men and women in the most deprived areas have a life expectancy of between 14.8 years (males) and 13.4 years (females) shorter than the least deprived areas.</p> | |
| 4.2 Disability | Yes | <p>The 2020 household survey shows that 10% of Bury residents have a long-standing illness or health condition, this equates to 19,069 people. It also suggests that 5.9% of the population have a physical or mobility impairment in Bury, which is around 11,425 people. Also, around 6.5% of the population will have either a visual or hearing impairment.</p> <p>Better procurement processes will certainly have a positive impact on how people with long standing illnesses and mobility problems will be able to live independently in the community.</p> | |
| 4.3 Gender | Yes | All residents of all genders will be able to access adaptations who meet the criteria. | |

| | | | |
|-----------------------------------|--|--|---|
| 4.4 Pregnancy or Maternity | No – we do not believe this is currently being collated. | All residents of all genders will be able to access adaptations who meet the criteria. | We do not believe this is currently being collated. |
| 4.5 Race | Yes | <p>Across the Northwest, the percentage of people from the "Asian, Asian British or Asian Welsh" ethnic group increased from 6.2% to 8.4%, while across England the percentage increased from 7.8% to 9.6%.</p> <p>In 2021, 82.9% of people in Bury identified their ethnic group within the "White" category (compared with 89.2% in 2011), while 2.6% identified their ethnic group within the "Mixed or Multiple" category (compared with 1.8% the previous decade).</p> <p>People from BAME backgrounds have the same right as everyone else to access adaptations and adjustments to their homes.</p> | Limited information on smaller and emerging communities in Bury |
| 4.6 Religion and belief | Yes | Census 2021 Bury responses: Christian (48.8%), Buddhist (0.3%) Hindu (0.5%) Sikh (0.3) Muslim (9.9%) Jewish (5.5%) % Other (0.3%). 29.4% identified as having no religion | |
| 4.7 Sexual Orientation | No – we don't believe this is currently being collated | <p>Census 2021 was the first to collect information on the sexual orientation of residents aged 16 years and over in England and Wales. The census question was voluntary asked of those aged 16 years and over.</p> <ul style="list-style-type: none"> • In total, 44.9 million people (92.5% of the population aged 16 years and over) answered the question. • Around 43.4 million people (89.4%) identified as straight or heterosexual. • Around 1.5 million people (3.2%) identified with an LGB+ orientation ("Gay or Lesbian", "Bisexual" or "Other sexual orientation"). • The remaining 3.6 million people (7.5%) did not answer the question. <p>This is almost certainly an underestimation of the actual national diversity of sexual orientation.</p> <p>Estimates provided by the LGBT Foundation and Stonewall state that between 5% and 7% of the population identify as Lesbian, Gay or Bisexual nationally.</p> | |

| | | | |
|--|-----|---|--|
| | | <p>It is acknowledged that approximately 6-10% of any given population will be LGB. Source: MYE 2015 and Stonewall</p> <p>Access to the adaptations is open to all who fulfil the service criteria</p> | |
| 4.8 Marriage or Civil Partnership | Yes | <p>The Census 2021 published the details on adults' legal partnership status.</p> <ul style="list-style-type: none"> • The proportion of adults who have never married or been in a civil partnership has increased every decade from 26.3% in 1991 to 37.9% in 2021, whereas the proportion of adults who are married or in a civil partnership (including separated) has fallen from 58.4% in 1991 to 46.9% in 2021. • The increase in adults who have never been married or in a civil partnership (since 2011), after standardising for age, is seen across all local authorities, religious groups and ethnic groups. • Between 2011 and 2021, the number of widowed adults (3.0 million) has decreased by 6.3%, women who are widowed decreased by 8.3%, but the number of men who are widowed increased by 0.6%. • The proportion of adults who are divorced is similar in 2021 (9.1%) and 2011 (9.0%); the proportion of younger adults who are divorced has decreased, whereas the proportion of older adults has increased. • Adults in same-sex marriages and civil partnerships are more likely to be younger, have no religion, and have higher-level qualifications than adults in opposite-sex marriages. | |
| 4.9 Gender Reassignment | Yes | <p>The question on gender identity was new for the Census 2021. The question was voluntary and only asked of people aged 16 years and over.</p> <p>A total of 45.4 million (93.5%) answered "Yes", indicating that their gender identity was the same as their sex registered at birth.</p> <p>A total of 262,000 people (0.5%) answered "No", indicating that their gender identity was different from their sex registered at birth. Within this group:</p> <ul style="list-style-type: none"> • 118,000 (0.24%) answered "No" but did not provide a write-in response • 48,000 (0.10%) identified as a trans man • 48,000 (0.10%) identified as a trans woman • 30,000 (0.06%) identified as non-binary • 18,000 (0.04%) wrote in a different gender identity | |

| | | | |
|---|--|---|---|
| | | <p>The remaining 2.9 million (6.0%) did not answer the question on gender identity.</p> <p>In Bury:</p> <p>94.37% of people aged 16 years and over in Bury have a gender identity the same as their sex registered at birth and is made up of approximately 51% females and 49% males.</p> <p>The GIRES (2009) report on Gender Variance in the UK estimated that around 20 in every 100, 000 people had sought medical care for gender variance. Using 15+ ONBS data of current list size of 163,013 (ONS 2015-16) the Gender Reassignment figure for Bury would be approximately 33 Bury Residents.</p> <p>Access to adaptations is open to all who meet the criteria</p> | |
| 4.10 Carers | Yes | <p>There are specialist services available for unpaid carers. However, services will provide condition specific information and advice.</p> <p>Statistics in Bury:</p> <p>18,219 - Census 2021</p> <p>1042 carers registered with the Bury Carers Hub (qtr4 returns 22/23)</p> | |
| 4.11 Looked After Children and Care Leavers | No – we do not believe this is currently being collated | <p>The criteria will apply to anybody who meet the criteria for adaptations. However, the service will link in with Children Services with a willingness to support people who are transitioning from Children Services into Adult Services.</p> | We do not believe this is currently being collated |
| 4.12 Armed Forces personnel including veterans | No – we do not believe this is currently being collated. | <p>On Census Day 1.85 million people in England and Wales reported that they had previously served in the UK armed forces. This represents 3.8% (almost 1 in 25) of the total population aged 16 or over.</p> <p>Bury:</p> <p>The percentage of the population aged 16+ and over who had previously served in the UK armed forces 3.3%</p> | We do not believe this is currently being collated. |

| | | | |
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| <p>4.13 Socio-economically vulnerable</p> | <p>No- we do not believe this is currently being collated.</p> | <p>Bury has a higher-than-average proportion of claimants of Employment Support Allowance where the main condition stated was mental and behavioural disorders.</p> <ul style="list-style-type: none"> • Bury is the 69 most deprived local authority in England • 10% of the local authority is within the 10% most deprived areas in the whole of England • 23% of children are living in low-income families, which is worse than average for England <p>All people irrespective of being socioeconomically vulnerable will be able to access adaptations if they meet the relevant criteria. Support will be provided as part of their care package which they would be financially assessed for.</p> | <p>We do not believe this is currently being collated.</p> |
|--|--|--|--|

SECTION 5 – STAKEHOLDERS AND ENGAGEMENT

Refer to Equality Analysis guidance page 8 and 9

| | Internal Stakeholders | External Stakeholders |
|--|--|---|
| <p>5.1 Identify stakeholders</p> | <p>Social Care workforce INT workforce Corporate Core</p> | <p>Fairfield Hospital Carers and family of people being supported. Potential future users of the service Members of the community</p> |
| <p>5.2 Engagement undertaken</p> | <p>Bury Council Community Commissioning Division Bury Council Procurement team Bury Council Business Growth and Infrastructure</p> | |
| <p>5.3 Outcomes of engagement</p> | <p>The engagement has provided significant contribution to good practice in regard to the DPS and how best it would be deliver</p> | <p>The engagement has provided vital opinions from clinicians of the from good housing practice and statutory duty.</p> |

| | | |
|---|--|--|
| | adjustment/adaptations to the residents community. | |
| 5.4 Outstanding actions following engagement (include in Section 8 log) | As the Community Commissioning Division in conjunction with other departments in the Council we will identify people who will benefit from adaptations which will improve their quality of life. | |

SECTION 6 – CONCLUSION OF IMPACT

Refer to Equality Analysis guidance page 9

Please outline whether the activity/ policy has a positive or negative effect on any groups of people with protected inclusion characteristics

| Protected Characteristic | Positive/ Neutral Negative / | Impact (include reference to data/ engagement) |
|---------------------------------|---|---|
| 6.1 Age | Positive | The DPS itself is a mechanism by which adaptations jobs can be compliantly procured. However, the use of the DPS for adaptations works will support residents of all ages to live independently and delay the need for long-term care. There is no age range, jobs relating to adaptations will be placed on the DPS and will apply to any resident, adult or child. Eligibility will be subject to the assessment of an OT. |
| 6.2 Disability | Positive | The use of the DPS will enable adaptations to be made to the home environment as quickly as possible to promote independence and keep people living in their own homes in safety and with dignity for longer. Adaptations can help to prevent or delay the need for care and support, both of which are central themes of the Care Act 2014; where adaptations cannot be progressed quickly, this can significantly impact upon resident outcomes and wellbeing. It is therefore critical that adaptations are provided quickly and efficiently to support residents to stay living in their homes, reducing unnecessary reliance on hospital beds and residential placements and the associated decline in independence and quality of life. The |

| | | |
|--|----------|---|
| | | DPS will facilitate the quick and efficient procurement of contractors to undertake jobs. |
| 6.3 Gender | Positive | The criteria for access to the service is the same for all protected characteristics who have adaptations needs. It is unlikely there would be any disproportionate impact relating to gender. |
| 6.4 Pregnancy or Maternity | Neutral | There are no perceived negative impacts on this protected characteristic. A resident's pregnancy is not considered unless it is contributing to their disability. |
| 6.5 Race | Positive | It is unlikely there would be any disproportionate impact relating to Race. It is expected that contractors will work with Bury Council and the community to consider how we can embed the need to reduce inequalities and identify barriers to accessing support for adaptations. |
| 6.6 Religion and belief | Positive | It is unlikely there would be any disproportionate impact relating to religion and belief. It is expected that the service provides a personalised service to all the people it supports, so would take account of any support needs relating to religion or belief. |
| 6.7 Sexual Orientation | Positive | It is unlikely there would be any disproportionate impact in relation to sexual orientation. It is expected the commissioned service provide a service to all of the people it supports and has due regard to an individual's sexual orientation. |
| 6.8 Marriage or Civil Partnership | Neutral | It is unlikely there would be any disproportionate impact in relation to marriage or civil partnership. |
| 6.9 Gender Reassignment | Positive | It is unlikely there would be any disproportionate impact relating to gender reassignment. |
| 6.10 Carers | Neutral | There maybe tenants that are also providing care to relatives or others in the community. This does not exclude them from the scheme. |
| 6.11 Looked After Children and Care Leavers | Neutral | The criteria will apply to anybody as long as they fulfil the rest of the service access criteria – anybody under the age of 18 will fall under the jurisdiction of Children's Directorate. However, the service has a willingness to link with Children Services and will support young people who are transitioning from Children Services into Adult Services. |

| | | |
|--|-----------------|--|
| <p>6.12 Armed Forces personnel including veterans</p> | <p>Positive</p> | <p>It is unlikely there would be any disproportionate impact in relation to Armed Forces personnel including veterans.</p> |
| <p>6.13 Socio-economically vulnerable</p> | <p>Positive</p> | <p>It is unlikely there would be any disproportionate impact in relation to Socio-economically vulnerable.</p> |
| <p>6.14 Overall impact - What will the likely overall effect of your activity be on equality, including consideration on intersectionality?</p> | <p>Positive</p> | <p>– no negative or high risks have been identified. It has therefore been concluded that a full EIA is not relevant for this procurement.</p> <p>There is a higher risk to the Council if the DPS is not implemented which could impact upon the number, speed, efficiency and quality of adaptations that can be procured and installed for disabled people.</p> <p>The DPS itself is a mechanism by which adaptations jobs can be compliantly procured.</p> <p>However, the use of the DPS for adaptations works will support residents of all ages to live independently and delay the need for long-term care. There is no age range, and adaptations can be installed for an adult or a child, subject to an OT assessment.</p> <p>Eligibility will be subject to the resident’s disability and needs. The focus of using the DPS is to ensure that adaptations works can be installed quickly and efficiently for disabled residents using quality contractors, thereby enabling residents to continue living independently at home.</p> <p>There are no perceived negative impacts, only positive impacts, to the protected characteristics of the Equality Act 2010 and to the socioeconomically disadvantaged of using the DPS for adaptations works.</p> <p>Feedback will be sought from residents to ensure continuous service improvement through comprehensive feedback of the adaptation that was installed and the contractors procured via the DPS.</p> <p>The DPS will be reviewed to ensure it is working well. Data will be stored regarding the adaptations jobs and the ages, tenure and ethnicity of applicants. This data can then be used to review the success of the policy and review who are benefiting from it the most and to ensure service equity</p> |

SECTION 7 – ACTION LOG

Refer to Equality Analysis guidance page 10

| Action Identified | Lead | Due Date | Comments and Sign off (when complete) |
|---|------|----------|---------------------------------------|
| <p>8.1 Actions to address gaps identified in section 4</p> | | | |

| | | | |
|--|-------------------|----------------------|--|
| <p>None that will have an impact on this programme of work.</p> <p>The intended outcome for this contract is to comply with statutory legislation whilst working to increase take up and the opportunity to tap into unmet need.</p> | | | <p>Ongoing engagement to continually monitor quality and identify opportunity of areas of development for the people of Bury.</p> <p>Analysis on demographics of customers will be part of the contract monitoring. Data and residents who are members of the forum group will be used to identify barriers and put forward suggestions on how barriers can be overcome.</p> |
| <p>8.2 Actions to address gaps identified in section 5</p> | | | |
| <p>The intended outcome for this contract is to comply with statutory legislation whilst working to increase take up and the opportunity to tap into unmet need.</p> | | | <p>Ongoing engagement to continually monitor quality and identify opportunity of areas of development for the people of Bury.</p> <p>Analysis on demographics of customers will be part of the contract monitoring.</p> |
| <p>8.3 Mitigations to address negative impacts identified in section 6</p> | | | |
| <p>N/A</p> | | | <p>N/A</p> |
| <p>8.4 Opportunities to further inclusion (equality, diversity and human rights) including to advance opportunities and engagements across protected characteristics</p> | | | |
| <p>EA to be shared with the provider for comment and opportunity to contribute to the analysis</p> | <p>Ahmed Ajmi</p> | <p>December 2024</p> | |

SECTION 8 - REVIEW

Refer to Equality Analysis guidance page 10

| Review Milestone | Lead | Due Date | Comments (and sign off when complete) |
|------------------|--------------------------------------|----------|---|
| <p>Ongoing</p> | <p>Michelle Stott Ahmed Ajmi</p> | | <p>By working with the Provider, Community Commissioning Division, BGI department and tenants to shape service delivery. It is anticipated the council can continue to meet its obligation in relation to the Care Act 2014, along with</p> |

| | | | |
|-------------------------|------------|---------------|---|
| | | | achieving the outcomes for the people the service supports. |
| Review EIA at 12 months | Ahmed Ajmi | December 2024 | |

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**BURY COUNCIL
AND
SIX TOWN HOUSING LIMITED**

**HOUSING IMPROVEMENT AGENCY
SERVICES AGREEMENT**

NOVEMBER 2008



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APPENDICES

Appendix 1 - Contract Variation Form for Information

Appendix 2 - Client Agreement

HIA SERVICES AGREEMENT

Dated: 1st November 2008

Between:

1. **Bury Metropolitan Borough Council** of Town Hall, Knowsley Street, Bury, BL9 0SW (referred to in this Agreement as 'the Authority') and
2. **Six Town Housing Limited** whose registered office is at Town Hall, Knowsley Street, Bury BL9 0SW (referred to in this Agreement as 'the Service Provider').

BACKGROUND

- A. The Authority has decided to establish a Home Improvement Agency to provide an integrated support and technical service to enable those in need of support to bring about adaptations to their home to enable them to maintain their independence, health and well-being in their chosen home for as long as possible.
- B. The Authority has commissioned the Service Provider to deliver the Services.
- C. Schedule 1 (Services Specification) sets out the targets, and service standards to be achieved and maintained.

TERMS AND CONDITIONS OF THE AGREEMENT

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 When they are used in this Agreement, the terms and expressions set out below in the first column have the meanings set out in the second column.

| | |
|-------------------------|---|
| "Abuse" | Means an act(s) that violates an individual's human and/or civil rights or a failure by person(s) to prevent such violation; |
| "Agreement" | Means this agreement comprising these terms and conditions and the attached schedules; |
| "Benchmarking Exercise" | Means an exercise carried out by the Parties in accordance with clause 9 (Benchmarking) to assess whether the processes and procedures used by the Service Provider to deliver the Services and the prices charged might be improved having regard to processes and procedures used by third parties to deliver similar services and the prices charged in similar circumstances; |

| | |
|--------------------------------|---|
| "CLG" | Means the Department of Communities and Local Government; |
| "Commencement Date" | Means for Minor Works 1 July 2008 and for Major Works 1 October 2008; |
| "Confidential Information" | Means information obtained from or relating to either the Service Provider or the Authority's business affairs, servants, agents or employees, or any information regarding the Service Users, the Services or this Agreement; |
| "Contract Manager(s)" | Means the person(s) who are to represent each of the parties as described in clause 7 (Contract Manager); |
| "Contract Procedure Rules" | Means the rules in the Authority's Constitution relating to the procurement of contracts; |
| "Contract Review" | Means a review undertaken by us of one or more of the Services in accordance with clause 11 (Contract Review and Monitoring) to determine whether the Service Provider is complying with all the Service Provider's obligations, in respect of the relevant Services, under the Agreement; |
| "Day/s" | Means Monday to Sunday inclusive unless where otherwise stated; |
| "Default" | Means any failure by the Authority or the Service Provider to carry out their respective obligations under this Agreement; |
| "Default Notice" | Means a notice setting out the nature of the Default committed and, if the Default can be put right, the action required to put it right and the timescale within which it is to be put right. Any such timescale must be reasonable in all the circumstances; |
| "Early Contract Review Notice" | Means a notice which the Authority are entitled to serve on the Service Provider stating that one or more of the Services Contract Reviews has been brought forward and the date on which it is, or they are, to commence; |
| "Exempted Information" | Means any information or category of information, document, report, contract or other material containing information relevant to this Agreement that the parties are not required to disclose under the FOIA; |
| "Expiry Date" | Means 31 March 2013 or as extended under Clause 2; |
| "FOIA" | Means Freedom of Information Act 2000; |

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| "FOIA Exemption" | Means any applicable exemption to the FOIA including, but not limited to, confidentiality (Section 41 FOIA), trade secrets (Section 43 FOIA) and prejudice to commercial interests (Section 43 FOIA); |
| "Force Majeure" | Means any event or circumstance that is both beyond the control of whichever one of us is affected by such event or circumstance and which, acting prudently, diligently and with reasonable foresight, could not have been prevented by the affected party, including acts of war, acts of God, decrees of Government, riots and civil commotion but excluding any labour dispute between the Service Provider and the Service Provider's staff or the failure by the Service Provider to provide the Services due to any acts or omissions of the Service Provider's subcontractors; |
| "Information Sharing Protocol/ISP" | Means the procedures adopted by a number of Local Authorities, including us, which provide for the sharing of information relating to suppliers of services to such Local Authorities, including suppliers of services relating to Supporting People, detailed in a document entitled "Protocol for Sharing Information Between Local Authorities about Service Providers"; |
| "Major Works" | Means works that are the subject of a disabled facilities grant approved by the Authority (and works which in the Authority's properties are equivalent to a disabled facilities grant) and "DFG Works" shall be construed accordingly; |
| "Minor Works" | Means any of General Advice and Information, Minor Adaptations, Home from Hospital and Handy Person and Small Repairs each described in Schedule 1 (Specification); |
| "Payment" | Has the meaning described in Clause 6 (Payments) and Schedule 2 (Payment Terms); |
| "Performance Default" | Means a measure of performance against any PI in a Service Area during any month which is below the Target Performance level for that PI |
| "Performance Indicator (PI)" | Means the measurements that record service performance achievements in relation to specific elements of the Services set out in Schedule 1 (Specification); |
| "Persistent Performance Default" | Means in each and every month of any 2 month period the measure of performance against any PI in a Service Area is below the Target Performance level; |

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| "Premises" | Means those properties listed in Schedule 5 (Lease) at which the Service Provider are to provide the Services and that are within the boundaries of the Metropolitan Borough of Bury; |
| "Quality Assessment Framework/ QAF" | Means the document of that title issued by the CLG comprising a number of quality standards relating to Supporting People and methodology for suppliers of services relating to Supporting People to evidence, through self-assessment, their performance against such quality standards; |
| "Race Equality Scheme" | Means our document that aims to ensure race equality in all of our operations and practices which the Authority are obliged to produce and operate under The Race Relations (Amendment) Act 2000; |
| "Regulatory Body" | Means a body which is established either by statute or in some other way and to whose regulatory powers either the Service Provider or the Authority (or both the Service Provider and the Authority) are subject excluding any body of which membership is voluntary; |
| "Remittance" | Means the document to be issued by us with each Payment; |
| "Resumption Notice" | Means a notice issued by us to the Service Provider instructing the Service Provider to recommence the provision of Services that the Service Provider have previously ceased to provide as a result of a Suspension Notice; |
| "Serious Default" | Means a Default on the Service Provider's part which might materially prejudice the health, safety or welfare of a Service User or Service Users; |
| "Service Area" | Means any one of Major Works and Minor Works; |
| "Services" | Means the Services which are detailed in Schedule 1 (Services Specification) and Schedule 6 (Minor Adaptations) and 'Support Service' means any one of them; |
| "Service User" | Means a person who receives or who may receive the Services which the Service Provider is to provide under this Agreement; |
| "SP HIA Workbook" | Means the return to be completed by the Service Provider on a quarterly basis to report upon the Service Provider's performance in relation to SPIs, the format of which is specified by Communities and Local Government, on its |

Supporting People web site, and the quarterly periods are defined in the electronic form on such website;

“Suspension Notice”

Means a notice the Authority serve on the Service Provider under clause 24.7 which sets out details of the Services which are to be suspended whilst the Authority carry out an investigation into a Serious Default;

“Target Performance”

Means the measure of performance for a Service Performance Indicator set out in Schedule 1 (Specification);

“Variation”

Means a change, amendment or variation to this Agreement or to the Services, made in accordance with clause 28 (**Variation to the Agreement**);

“the Authority/us”

Means not only the legal entity referred to at the start of this Agreement as ‘the Authority’ but also any legal entity to whom the Authority may assign this Agreement and any legal entity that takes over our statutory functions. Unless the context otherwise requires, ‘us’ and ‘our’ shall also be taken to refer to ‘the Authority’;

“Working Days”

Means between 9:00am and 5:00pm Monday to Friday inclusive, but does not include any Days which are bank holidays or public holidays;

“the Service Provider”

Means not only the person referred to as ‘Service Provider’ at the start of this Agreement but also any person to whom the Service Provider assign the Service Provider’s interest in this Agreement (although the Service Provider will need our permission under clause 39 (**Assignment and Sub-contracting**) to do so).

- 1.2 Unless the context makes it clear that this is not what is intended, any reference in this Agreement to:
 - 1.2.1 the feminine includes a reference to the masculine and vice versa;
 - 1.2.2 the singular includes a reference to the plural and vice versa;
 - 1.2.3 a person includes a reference to an individual or a firm, partnership, company, or corporation;
 - 1.2.4 a ‘clause’ or a ‘schedule’ in this Agreement means a reference to a clause or schedule of this Agreement.
- 1.3 The headings in this Agreement are for ease of reference only and do not affect its interpretation.
- 1.4 Any reference in this Agreement to any enactment, order, regulation or other similar instrument is to be taken to mean a reference to any such enactment, order, regulation or other similar instrument which is in force for the time being. This includes (for as long as they are in force):

- 1.4.1 any amendments or modifications to any such enactment, order, regulation or other similar instrument; and
- 1.4.2 any re-enactment of any such enactment, order, regulation or other similar instrument.

2.0 COMMENCEMENT AND DURATION

- 2.1 This Agreement will take effect from the Commencement Date and will continue in force until the Expiry Date unless terminated earlier in accordance with the provisions of clauses 24 or 25 or as extended by us giving not less than two (2) month's written notice prior to the Expiry Date upon terms that the Authority have both agreed.

3.0 THE SERVICES

- 3.1 The Service Provider shall provide the Services during the term of this Agreement in accordance with Schedule 1 (Specification) and the terms of this Services Agreement.
- 3.2 The Service Provider shall in respect of Major Works comply with Schedule 8 (Major Works and Grant Payments).

4.0 SERVICES STANDARD

- 4.1 The Service Provider must provide the Services with all the skill, care and diligence to be expected of a competent Home Improvement Agency to meet the target service standards set out in Schedule 1 (Specification).
- 4.2 In providing the Services the Service Provider must also comply with:
 - 4.2.1 any and all codes of practice, performance ratings and quality standards that are laid down in this Agreement or that are issued to the Service Provider as part of an agreed Variation; and
 - 4.2.2 all statutory provisions which apply to the deliver of Disabled Facilities Grants, major or minor adaptations including support and advice affecting these services.
 - 4.2.3 the European Convention on Human Rights; and
 - 4.2.4 the provisions of the Disability Discrimination Act 1995.

5.0 PREMISES

- 5.1 Prior to the Commencement Date, the Authority shall grant to the Service Provider and the Service Provider shall accept a Lease for the Premises in the form set out in the Schedule 5 (Form of Lease).
- 5.2 If the Services Agreement is terminated for any reason prior to the Expiry Date, the Lease shall automatically cease and determine with effect from the date the Services Agreement is terminated.

6.0 PAYMENT

- 6.1 The Service Provider shall not charge any Service User or any other person or other legal entity any charges relating to or in connection with the provision of the Service by the Service Provider or the benefit of such Services to the Service User, unless authorised to do so under this Agreement.
- 6.2 The Authority will make the Payments by BACS transfer to the Service Provider's bank account within priority (30) days of receipt of a valid invoice in accordance with the provisions of Schedule 2 (Payment Terms).
- 6.3 The Authority will make the payments relating to VAT only invoices, as referred to and subject to them being in accordance with the provisions of clause 44, by BACS transfer, within thirty (30) Days of the date of receipt of such invoices.
- 6.4 If any invoice (or part thereof) referred to in Clause 6.2 is disputed, the dispute shall be dealt with in accordance with the Dispute Resolution Procedure.

7.0 CONTRACT MANAGERS

- 7.1 Both parties must appoint a person to exercise their rights and powers under this Agreement, called the Contract Manager. This will not limit in any way either parties rights or obligations.
- 7.2 Details of the person that each of the parties has appointed to act as Contract Manager from the Commencement Date (telephone number, fax number, e-mail address and postal address) are set out in Schedule 3.
- 7.3 The Contract Managers will also be entitled to appoint another person or persons to exercise some or all of functions (each a 'deputy Contract Manager') but if the Contract Manager does so, the Contract Manager must give the other Contract Manager at least five (5) Working Days written notice.
- 7.4 Both parties will be entitled to change the identity of the Contract Manager at any time (and the Contract Manager may change the identity of any deputy Contract Manager at any time) but if they do then they must give the other party at least 5 Working Days written notice, unless for reasons beyond their control, this is not possible. If this is the case, they will notify the other party by whatever means appears reasonable to them although the notifying party must then confirm any such notice in writing within five (5) Working Days. If the contact details of the Contract Manager or deputy Contract Manager change the relevant party must notify the other party and supply updated contact details in accordance with clause 34 (**Notices**).
- 7.5 Any such notice referred to in clauses 7.3 or 7.4 must contain the same details regarding the replacement Contract Manager or (replacement) deputy Contract Manager as are set out in Schedule 3 regarding the original Contract Manager.
- 7.6 Until the relevant party has notified the other of any change in the identity of the Contract Manager or a deputy Contract Manager, both parties will be entitled to treat the last person notified to them as the Contract Manager or the deputy Contract Manager (as the case may be).
- 7.7 All notifications of changes under this clause 7 should be made in accordance with clause 34 (**Notices**).

8.0 MINOR WORKS

8.1 The Service Provider shall carry out all Minor Works in accordance with Schedule 1 (Specification).

9.0 BENCHMARKING

9.1 The Authority may carry out a Benchmarking Exercise at any time during the course of this Agreement and the Service Provider shall cooperate with the Authority to assist with the Benchmarking Exercise.

9.2 In connection with any Benchmarking Exercise, the Authority and the Service Provider shall meet as often as reasonably necessary to assess whether the processes and procedures used by the Service Provider to deliver the Services concerned might be improved having regard to the processes and procedures used by other service providers who are in a position to provide the Services.

9.3 The Authority and the Contractor shall each bear their own costs in carrying out the Benchmarking Exercise including the costs of any third party which either may commission.

9.4 If the results of the Benchmarking Exercise disclose that the processes and procedures used by the Contractor to deliver the Services or the Service Provider's prices might be improved having regard to the processes and procedures used by and the prices charged by other service providers who are in a position to provide the Services, then the Authority may request a variation to this Services Agreement in accordance with clause 28 (Variations to the Agreement).

10.0 FRAUD

10.1 The Service Provider shall notify the Authority immediately, and confirm in writing, if the Service Provider has reason to suspect that any fraud has occurred, is occurring or is likely to occur, relating to the Services, and shall take all reasonable steps to prevent any fraud.

11.0 CONTRACT REVIEW AND MONITORING

11.1 The Authority shall be entitled to carry out a Contract Review of each of the Services at any time. The Authority will give the Service Provider reasonable notice of when the Authority plan to undertake a Contract Review and the Authority will issue the Service Provider with guidance as to what information and assistance the Service Provider will be required to give us during and in connection with the Contract Review. The Service Provider shall use all reasonable endeavours to co-operate with the Authority in carrying out such Contract Reviews and submit relevant information to the Authority, which the Authority may require from time to time, including where the Authority are entitled to do so under clause 24 or the Authority are required to do so under any service review and monitoring programme approved by the Authority.

11.2 The parties agree that it would be beneficial to regularly review the Service and the Agreement to ensure that the Services and Agreement still meets all parties' requirements and those of the Service Users. The parties shall endeavour to meet from time to time, as is reasonably practicable, and at such meetings the parties

will discuss and, where appropriate, negotiate in good faith, in relation to the issues listed below and any other issues that the parties believe are relevant to their relationship. The issues to be discussed at each meeting will normally include:

- a) report of operations/performance; and
- b) a review of the Services and the provisions of this Agreement and their effectiveness; and
- c) any suggestions for improving or changing the Service or the Agreement.

Any changes to the Service or the Agreement will be agreed in accordance with clause 28 (**Variations to the Agreement**).

12.0 STATUTORY DUTIES

- 12.1 The Authority have various statutory duties in relation to this Agreement (for example, under Part 1 of the Local Government Act 1999 (Best Value)) to carry out a regular review of the Services.
- 12.2 The Service Provider must fully co-operate with the Authority in carrying out any such statutory duty or requirement and, subject to clause 17 (**Data Protection Act**), the Service Provider must make available to the Authority such facilities and such assistance, as the Authority may reasonably request, provided the Authority have given the Service Provider reasonable notice.
- 12.3 For example, the Service Provider must allow the Authority's employees or authorised agents access to:
 - 12.3.1 the Service Provider's employees or those of the Service Provider's sub-contractors or suppliers who are involved in the provision of the Services; and
 - 12.3.2 all information, reports, financial accounts, documents, records (whether in human or machine readable form) and data which the Service Provider hold or have access to which are relevant to this Agreement or the Services.
- 12.4 The Service Provider must also allow the Authority to take copies of the information, reports etc referred to in clause 12.3.2.
- 12.5 Any information, reports etc made available to the Authority under this clause 12 (**Statutory Duties**) shall be treated by the Authority as Confidential Information in accordance with the provisions of clause 19 (**Confidentiality**) subject to clause 20 (**Freedom Of Information Act (FOIA)**).

13.0 COMPLAINTS PROCEDURE

- 13.1 The Service Provider must operate a complaints procedure approved by the Authority.
- 13.2 The Service Provider's complaints procedure must:
 - 13.2.1 be approved by the Authority, such approval not being unreasonably withheld or delayed ; and
 - 13.2.2 comply with the requirements of any Regulatory Body to which the Service Provider are subject, including any change in such requirements.

- 13.3 At the Authority's reasonable request, the Service Provider must supply the Authority with a copy of the Service Provider's records and the Service Provider's responses relating to complaints made in relation to the Service.

14.0 STAFF

- 14.1 The Service Provider must employ sufficient numbers of people of sufficient ability, skill, knowledge, training and experience so as to properly provide, and to supervise the proper provision of, the Service.
- 14.2 The Service Provider must have a recruitment and selection policy in accordance with best industry practice and provide the Authority with a copy of this at the Authority's request.
- 14.3 The Service Provider must keep complete and accurate records of all staff training undertaken and allow the Authority to inspect these records at the Authority's request.
- 14.4 The Service Provider must arrange for the Criminal Records Bureau to carry out enhanced checks on all the Service Provider's staff, managers, directors or other persons employed by the Service Provider or any volunteers engaged by the Service Provider to provide or supervise, manage or direct the provision of the Services and any other persons otherwise involved in the provision of the Services and, upon the Authority's request, confirm to the Authority in writing that Criminal Records Bureau checks have been undertaken in respect of such staff, managers, directors or other persons employed by the Service Provider or volunteers engaged by the Service Provider. The Service Provider must ensure these enhanced checks are undertaken not less frequently than every three (3) years. Without prejudice to the above, in the event that there is a delay or potential delay in obtaining the results of enhanced checks or the Service Provider experience any other difficulties in arranging for the enhanced checks to be undertaken, the Service Provider must notify our Contract Manager immediately that the Service Provider become aware of such delay or other difficulties.
- 14.5 The Service Provider must use best endeavours to ensure that only suitable staff, managers, directors or other persons are employed by the Service Provider and that only suitable volunteers are engaged by the Service Provider to provide or supervise, manage or direct the provision of the Service or are otherwise involved in the provision of the Services, in respect of each of the Services provided by the Service Provider, taking in to consideration all relevant factors including any relevant information obtained from the Criminal Records Bureau, information provided by the relevant person during discussions, the nature of the Service to be provided, the degree of access to Vulnerable Persons and the extent of supervision and ensure that job and person specifications or any other document or criteria used to recruit persons, including volunteers, reflect the above requirements and specify that Criminal Records Bureau checks, where applicable, will be required to be undertaken prior to persons being employed or engaged. The Service Provider must operate appropriate risk assessment procedures to ensure the above in accordance with good practice.
- 14.6 The Service Provider must use, retain and dispose of the information relating to Criminal Records Bureau checks in accordance with the requirements of the Criminal Records Bureau and store the information securely and keep full and accurate records of the checks undertaken, including reference numbers, and checks yet to

be undertaken, and a system to monitor when another check is due and to ensure that the checks are undertaken in a timely fashion.

- 14.7 The Service Provider must have a policy for the protection of Service Users.
- 14.8 The Service Provider must at all times comply with the relevant legislative requirements set out within the Quality Assessment Framework and at all times maintain the standards required by the Quality Assessment Framework.
- 14.9 The Service Provider must have in place all relevant policies, relating to the Services that a competent provider of these types of services should have, and must ensure that these are updated as required and that all staff are trained in their reporting obligations under the Quality Assessment Framework.
- 14.10 The Service Provider must comply with any existing or future legislation, standards, guidance, regulations or similar instrument that apply to the provision of the Service, for the protection of Service Users or changes to existing legislation, standards, guidance, regulations or similar instrument and fully support and co-operate with us in the implementation of any changes that the Authority are required to make to the Authority's operations as a result of such legislation, standards, guidance, regulations or similar instrument.

15.0 EQUAL OPPORTUNITIES

- 15.1 The Service Provider must operate an equal opportunities policy for as long as this Agreement is in force and provide the Authority with a copy of such policy at the Authority's request.
- 15.2 The Service Provider must use all reasonable endeavours to make sure that the Service Provider's equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation in relation to:
 - 15.2.1 decisions made by the Service Provider in the recruitment, training or promotion of staff employed or to be employed in the provision of the Services; and
 - 15.2.2 the provision of the Services; and
 - 15.2.3 the carrying out of the Service Provider's obligations under this Agreement.
- 15.3 The Service Provider, and any subcontractor employed by the Service Provider, shall observe the Commission for Racial Equality's Race Relations Code of Practice in employment as approved by Parliament and issued in 1984.
- 15.4 In the event of any finding of unlawful racial discrimination or of an adverse finding in any formal investigation by the Commission for Racial Equality being made against the Service Provider, or any subcontractor employed by the Service Provider, by any court or industrial tribunal, whilst the Agreement is in force, the Service Provider shall inform the Authority of this finding and shall take appropriate steps to prevent repetition of the unlawful racial discrimination.
- 15.5 The Service Provider shall, on request, provide the Authority with details of any steps taken or to be taken by the Service Provider to prevent repetition of any unlawful racial discrimination as referred to in clause 15.4 above. The Service Provider shall provide such information as the Authority may reasonably request for

the purpose of the Authority assessing that the Service Provider are taking appropriate steps to prevent repetition of the unlawful racial discrimination including, if requested, examples of any instructions, recruitment advertisements or other literature and details of the Service Provider's procedures for the monitoring of job applicants and employees.

- 15.6 In providing the Services, the Service Provider must observe the Authority's Race Equality Scheme, a copy of which the Authority shall make available to the Service Provider on request, and provide us with any monitoring information the Authority may reasonably require to ensure this.

16.0 PROCUREMENT, DOCUMENTATION, RECORDS AND INFORMATION

- 16.1 The Service Provider shall in providing the Services comply with Schedule 7 (Procurement).
- 16.2 The Service Provider must compile and maintain such information as the Authority may reasonably require to enable the Authority to submit to the CLG any information or data required by them for the purposes of evaluating the Service Performance Indicators. In specifying the information to be compiled and maintained for this purpose the Authority will have regard to any directions or guidance that the CLG may issue relating to the form and extent of such information.
- 16.3 The Service Provider must provide the information referred to in clause 16.2 and Schedule 4 (Monitoring), including when requested completing the SP HIA Workbook, to the Authority on a quarterly basis, and at such other times as the Authority may reasonably require, by the return dates notified to the Service Provider by the Authority.
- 16.4 In addition, at the Authority's reasonable request (but subject to clauses 17 (**Data Protection Act**) and clause 19 (**Confidentiality**)) the Service Provider must provide the Authority with:
 - 16.4.1 such information which the Authority may reasonably require for the purpose of assessing how the Service Provider is carrying out the Service Provider's obligations under this Agreement and the safety and the welfare of the Service Users; and
 - 16.4.2 the names of and information relating to the Service Users; and
 - 16.4.3 any information (including original contracts, invoices, receipts, credit notes, vouchers, statements and books) relating to Payments or VAT only invoices; and
 - 16.4.4 any information in relation to or associated with the Service Provider's performance of the Service Provider's obligations under the Agreement.
 - 16.4.5 All the information and at the times set out in Schedule 1 (Specification).
- 16.5 Notwithstanding clause 16.4, the Service Provider must allow the Authority's Contract Manager or any person authorised by the Contract Manager, together with appropriate staff, at all reasonable times, to inspect or witness the provision of the Services.

- 16.6 In inspecting or witnessing the provision of the Service, the Authority will have proper regard to the nature of the Service being provided, particularly where this involves Service Users.
- 16.7 The Service Provider must notify the Authority if:
- 16.7.1 there is a change in who controls the majority of the shares in or the voting rights amongst shareholders or members of the Service Provider's organisation or there is a material change in the objects of the Service Provider's organisation; or
 - 16.7.2 the Service Provider merge with another organisation; or
 - 16.7.3 subject to clause 5, the Service Provider subcontract any of the Service Provider's obligations under this Agreement to another organisation; or
 - 16.7.4 the Service Provider in any way transfer the Service Provider's business to another organisation.
- 16.8 The originals of all documents referred to in this clause 16 must be retained safely by the Service Provider for a period of six (6) years from the date of the last payment to the Service Provider under or by virtue of this Agreement.

17.0 DATA PROTECTION ACT

- 17.1 The Parties must comply with the requirements of the Data Protection Act 1998 insofar as they apply to the provision of the Services and/or otherwise to this Agreement. The Service Provider shall ensure that the Service Provider is authorised to supply to the Authority as a Data Processor any personal data required to be supplied to the Authority under this Agreement and where necessary that authorisation shall include the right to transfer such personal data to the CLG.

18.0 HEALTH AND SAFETY

- 18.1 The Service Provider must comply with the requirements of the Health and Safety at Work Act 1974 insofar as they apply to the provision of the Service.
- 18.2 For as long as this Agreement is in force the Service Provider must have in place a health and safety policy which complies with all statutory requirements.
- 18.3 The Service Provider must have written Health and Safety policies for all Health and Safety matters that are relevant to the provision of the Service and make them known to all the Service Provider's staff or any other person involved in the provision of the Service.

19.0 CONFIDENTIALITY

- 19.1 The Service Provider must use all reasonable endeavours to ensure that, subject to clause 17 (**Data Protection Act**), the Service Provider (and any person employed or engaged by the Service Provider in connection with the provision of the Service in the course of such employment or engagement) will:
- 19.1.1 only use Confidential Information relating to us, our business, our affairs, our servants, agents or employees or the Service Users, the Service or this Agreement, for the purposes of this Agreement; and

- 19.1.2 not disclose such Confidential Information to any third party without our prior written consent; and
- 19.1.3 not to use such Confidential Information for the solicitation of business from us, from any Service Users or other party.
- 19.2 The Authority must use all reasonable endeavours to ensure that, subject to clause 17 (**Data Protection Act**), the Authority will:
 - 19.2.1 only use Confidential Information relating to the Service Provider, the Service Provider's business, the Service Provider's affairs, the Service Provider's servants, agents, employees, subcontractors or the Service Users, the Service or this Agreement, for the purposes of this Agreement; and
 - 19.2.2 not disclose any Confidential Information to any third party outside of this agreement without our prior written consent.
- 19.3 Notwithstanding the provisions of clauses 19.1 and 19.2, both parties shall be allowed to disclose any Confidential Information to any consultant, contractor or other person engaged by either one of us in connection with this Agreement or the provision of the Services provided that in each such case the consultant, contractor or person concerned has signed a confidentiality undertaking on substantially the same terms as set out in this clause 19 (**Confidentiality**).
- 19.4 Further, the restrictions in clauses 19.1 and 19.2 shall not prevent either of the parties disclosing to the other, Confidential Information about a Service User where this is in the best interests of the Service User concerned or such disclosure is necessary so as to protect the health, safety or the welfare of the Service User or other Service Users.
- 19.5 Notwithstanding the provisions of clause 19.2, the Authority may obtain from and disclose to other Local Authorities information relating to the Service Provider in accordance with and as described in the Information Sharing Protocol. The Authority shall supply the Service Provider with a copy of the ISP upon request and without undue delay. In the event that the Authority issue a notification, under the ISP, the Authority shall take all reasonable steps to ensure that the Service Provider are sent a copy of such notification.
- 19.6 The restrictions in this clause 19 shall continue to apply after the Expiry Date of the Agreement or termination date of the Agreement, as applicable, but they shall not apply (whether whilst this Agreement is in force or after) to information which:
 - 19.6.1 is in, or comes into, the public domain (except if this is as a result of a breach by either one of us of this clause);
 - 19.6.2 is required to be disclosed by law;
 - 19.6.3 was already in the Authority's or the Service Provider's possession without any restriction as to its use; or
 - 19.6.4 subsequently lawfully comes into our or the Service Provider's possession from a third party; or
 - 19.6.5 is required to be disclosed by any Regulatory Body (for the avoidance of doubt this will include the Supporting People Commissioning Body) or governmental body or our District Auditor; or
 - 19.6.6 is required to be disclosed under the FOIA or Environmental Information Regulations 2002.

20.0 FREEDOM OF INFORMATION ACT (FOIA)

- 20.1 The Service Provider recognise that the Authority are subject to legal duties which may require the release of information under FOIA or the Environmental Information Regulations 2002 or any other applicable legislation or codes governing access to information ("Access Duties") and that the Authority may be under an obligation to provide information on request. Such information may include matters to, arising out of or under this Agreement
- 20.2 Notwithstanding anything in this Agreement to the contrary including, but without limitation, the general obligation of confidentiality imposed on the parties to this Agreement under Clauses 19.1 and 19.2, in the event that the Authority receive a request for information under our Access Duties, the Authority shall be entitled to disclose all such information and documentation (in whatever form) as the Authority are obliged to disclose under our Access Duties. In respect of any disclosure under our Access Duties, the Authority shall advise the Service Provider of the intention to disclose the information, prior to such disclosure being made.
- 20.3 When submitting a tender or agreeing the terms of this Agreement the Service Provider may identify in writing information which the Service Provider consider to be commercially prejudicial or a trade secret. The Service Provider may also indicate if the Service Provider believe that information should be accepted by us in confidence. Such an expectation should only be asserted where the Service Provider believe the Service Provider would have grounds to sue for breach of confidence were the information to be disclosed. Where the Service Provider identify sensitive information the Authority will have due regard to the Service Provider's comments or objections.
- 20.4 Notwithstanding clause 20.3 the Authority shall be responsible for determining whether information is exempt from disclosure under FOIA and for determining, in our absolute discretion, the information to be disclosed in response to a request for information.
- 20.5 The Service Provider will assist us in complying with our obligations under our Access Duties. In the event that the Authority receive a request for information under our Access Duties and require the Service Provider's assistance in obtaining the information that is subject to such request or otherwise, the Service Provider will respond to any such request for assistance from us at the Service Provider's own cost and promptly and in any event within ten (10) Days of receiving our request.
- 20.6 If at the Service Provider's request the Authority seek to rely upon a FOIA exemption, the Service Provider shall indemnify us for any costs including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner.
- 20.7 The Authority shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any information relating to this Agreement which the Authority are obliged to disclose under our Access Duties.

21.0 INSURANCE

- 21.1 For as long as this Agreement is in force the Service Provider must take out and maintain as a minimum the insurances set out in clause 21.3. The Service Provider

must also ensure that any of the Service Provider's sub-contractors who are providing any or all of the Service on the Service Provider's behalf take out and maintain equivalent insurances, as a minimum.

- 21.2 All insurances must be taken out and maintained with a reputable insurance company approved by us.
- 21.3 The insurances referred to in clause 21.1 are as follows:
- 21.3.1 employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (at the date of this Agreement this is currently £10m); and
 - 21.3.2 public liability insurance in a minimum amount of £5m for each and every claim, act or occurrence or series of claims, acts or occurrences; and
 - 21.3.3 professional indemnity insurance in an amount of £2m for each and every claim, act or occurrence or series of claims, acts or occurrences.
- 21.4 The Service Provider must provide us with a copy of the policy schedule for the insurances referred to in clause 21.3 at our request together with evidence that the insurances are in force. Whilst normally, the Authority shall not ask for such schedules or evidence more than once in each calendar year, the Authority reserve the right to do so, if the Authority consider it reasonably necessary.
- 21.5 If the Authority are of the opinion (acting reasonably) that any of the policies of insurance do not provide sufficient cover to comply with clause 21.3 then the Service Provider must rectify (or if applicable, ensure that the sub-contractor rectifies) the position as soon as possible.
- 21.6 If the Service Provider do not (or where applicable if the sub-contractor does not) rectify the position within three (3) Working Days or within the timescale agreed, then the Authority shall be entitled to treat such failure as a Serious Default of this Agreement.

22.0 THE SERVICE PROVIDER'S LIMITS OF LIABILITY

- 22.1 The Service Provider's liability for personal injury to or death of any persons, arising out of or in connection with the Agreement, due to the Service Provider's negligence, Default or breach of statutory duty or on the part of any person the Service Provider employ or engage to carry out the Service Provider's obligations under this Agreement shall be unlimited.
- 22.2 The Service Provider's liability for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 shall be unlimited.
- 22.3 This clause 22 shall not exclude or limit the liabilities of either party for fraud or misrepresentation.

23.0 AUTHORITY LIMITS OF LIABILITY

- 23.1 The Authority's liability for personal injury to or death of any persons, arising out of or in connection with the Agreement, due to its negligence, Default or breach of statutory duty or on the part of any person the Authority employ or engage to carry

out our obligations under this Agreement shall be unlimited. Clauses 23.2 and 23.3 shall not apply to such liability.

- 23.2 Subject to clause 23.1 and to the extent permitted by law, the Authority shall not be liable to the Service Provider, either in contract, tort, under statute or otherwise for any indirect, consequential or punitive losses or damages including losses or damages for loss of business, revenues or profits arising out of or in connection with the Agreement.
- 23.3 This clause 23 shall not exclude or limit the liabilities of either party for fraud or misrepresentation.

24.0 PERFORMANCE DEFAULTS AND RECTIFICATION

Performance Defaults

- 24.1 If in any Month a Performance Default has occurred the Service Provider shall identify that Performance Default in the Monthly Performance Report following the Month in which the Default occurred and shall set out in the report:
- 24.1.1 the reason why the Default has occurred; and
- 24.1.2 the steps that the Service Provider proposes to take to avoid a recurrence of the Default and to achieve Target Performance during the current Month.

Persistent Performance Default

- 24.2 If a Persistent Performance Default has occurred the Service Provider shall identify that Persistent Performance Default in the Monthly Performance Report following the Month in which the Default occurred and shall set out in the report:
- 24.2.1 an analysis of the reasons why the Persistent Performance Default has occurred; and
- 24.2.2 set out in detail the steps that the Service Provider proposes to take to bring performance up to Target Performance level including details of changes that it proposes to make to its management, staffing, staff training and resources in order to improved performance; and
- 24.2.3 the period within which its performance will be at Target Performance level.
- and the parties shall seek to agree the rectification programme within 5 Days of the issue of the Monthly Performance Report.

Contract Review

- 24.3 In addition to the other provisions of clause 24, the Authority may also serve the Service Provider with notice that the Authority will be undertaking a Contract Review (giving the Service Provider 14 Days notice). Following such a Contract Review, the Authority may take further action if appropriate in accordance with the provisions of clauses 24 and 25.

Suspension

- 24.4 If the Default is a Serious Default and the Authority consider (acting reasonably) that:
- 24.4.1 the Serious Default is of such seriousness; or

24.4.2 there is a continuing threat to the health, safety or the welfare of any or all of the Service Users, or where the Authority have concerns relating to protection of Service Users;

such that in either case it is not appropriate for the Service Provider to carry on providing any or all of the Services, then the Authority will also be entitled to serve on the Service Provider a Suspension Notice.

24.5 If the Authority serve a Suspension Notice then:

24.5.1 the Service Provider will cease providing the Services set out in the Suspension Notice from the date specified in the Suspension Notice; and

24.5.2 the Authority will be entitled to:

24.5.2.1 terminate this Agreement as a whole or terminate the application of this Agreement to the Service Area concerned with immediate effect by giving the Service Provider notice; and

24.5.2.2 arrange for an alternative provider to provide the Services in the Service Provider's place and charge the Service Provider the additional costs and expenses incurred by the Authority as the result of such alternative service provision which shall be recoverable in accordance with clause 36.1., and the Service Provider shall provide all reasonable assistance to such alternative service provider and the Authority to ensure that the alternative services can be provided.

24.6 If after the Service Provider has been served with a Suspension Notice the Authority consider that the Service Provider may resume provision of some or all of the suspended Services then the Authority will serve on the Service Provider a Resumption Notice which shall set out the Service to be resumed and the date upon which they are to be resumed.

24.7 The Authority will be entitled to set out in the Resumption Notice such conditions relating to the Service Provider's resumption of the Service as may be reasonable.

24.8 If the Authority consider (acting reasonably) that the Service Provider are not to resume provision of some or all of the suspended Service then the Authority will be entitled to give the Service Provider notice either terminating this agreement as a whole or the application of this Agreement to the suspended Service concerned, with immediate effect.

Default

24.9 If the Service Provider has committed a Default which is capable of remedy, the Authority may serve a Default Notice on the Service Provider specifying:

24.9.1 the type of Default that has occurred giving reasonable details; and

24.9.2 requiring that Default to be rectified within the period specified in the notice.

24.10 If the Service Provider fails to rectify the Default within the time period specified in the notice the Authority may terminate this Agreement with immediate effect and without notice.

25.0 TERMINATION

25.1 If:

- 25.1.1 the Service Provider are an individual and the Service Provider are declared bankrupt, or a bankruptcy petition is filed against the Service Provider at court, or the Service Provider attempt to make or make a composition or arrangement for the benefit of the Service Provider's creditors; or
- 25.1.2 the Service Provider are a corporate body and the Service Provider have a receiver or liquidator appointed over the Service Provider; or
- 25.1.3 the Service Provider commit or cause the commission of any criminal offence in providing the Services (except for any minor offence or minor traffic offence); or
- 25.1.4 in relation to any contract with us the Service Provider, or any person employed by the Service Provider or acting on the Service Provider's behalf, commit(s) an offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972

then the Authority will be entitled to give the Service Provider notice terminating this Agreement, with immediate effect.

- 25.2 If a Termination Performance Default occurs the Authority will be entitled to either terminate this Agreement as a whole or the application of this Agreement to a Service Area by giving the Service Provider not less than three (3) months written notice.
- 25.3 If the Authority terminate this Agreement or its application to particular parts of the Service under clause 25 then, without prejudice to any other rights or remedies the Authority have under this Agreement, including clause 36 (**Recovery Of Sums Due**):
 - 25.3.1 the Service Provider will continue to provide the Service during the period of notice unless the Authority request otherwise;
 - 25.3.2 the Authority shall be entitled:
 - 25.3.2.1 to recover any sums in respect of Service not provided or services provided which did not meet the requirements of this Agreement; and
 - 25.3.2.2 to retain any monies owed to the Service Provider under this Agreement until the Service Provider have paid all monies owed to the Authority under this Agreement or to deduct any such monies owed to the Authority under this Agreement from the monies owed to the Service Provider under this Agreement.
- 25.4 The Service Provider may terminate this Agreement or its application to particular parts of the Service by giving not less than three (6) months written notice if:
 - 25.4.1 on three (3) separate occasions in any period of twelve (12) months (whether consecutive or not) the Service Provider have served on the Authority a Default Notice because the Authority have failed to pay the Service Provider a Payment on time; or
 - 25.4.2 the Authority have committed a substantial breach of any material term of this Agreement and failed to remedy such default within a reasonable period of time.

- 25.5 Either party shall have the right to terminate the Agreement or the application of this Agreement to particular parts of the Service for convenience at any time by giving no less than six (6) months' notice to the other unless agreed otherwise.
- 25.6 If the Service Provider terminates this Agreement or its application to particular Services under clauses 25.7 or if the Authority terminates this Agreement or its application to particular parts of the Service under clause 25 then the Service Provider will continue to provide the Service during the period of notice unless agreed otherwise.
- 25.7 If this Agreement or its application to particular parts of the Service is terminated, whether under clause 24 (**Performance Defaults and Rectification**) or this clause 25 (**Termination**), then the provisions of clause 30 (**Information and Retendering**) shall apply; and subject to clauses 25.6.2. and 36 (**Recovery Of Sums Due**), the Authority must continue to pay the Service Provider the Payments until the date of termination of the Agreement or termination of the particular part of the Service, as applicable, in respect of the relevant Service unless such Services are not provided or do not meet the requirements of this Agreement in which case the Authority shall either not pay any relevant Payments and/or be entitled to recover any such sums paid, as applicable.

26.0 FORCE MAJEURE

- 26.1 If either one of the parties fails to carry out our its respective obligations under this Agreement as a result of Force Majeure then whichever one of the parties is affected shall not be liable under this Agreement for such failure, provided the affected party shall have given the other party notice of the occurrence of Force Majeure as soon as is reasonably practicable.
- 26.2 If an event of Force Majeure occurs then the parties shall meet as soon as is reasonably practicable to discuss how best the affected party can continue to fulfil its obligations until the Force Majeure ceases.

27.0 DISPUTE RESOLUTION

- 27.1 If there is a dispute been either party concerning the interpretation or operation of this Agreement then either Contract Manager may notify the other Contract Manager that it wishes the dispute to be discussed by them at a meeting to be held solely for the purpose of resolving the dispute and the Contract Managers shall use reasonable endeavours to resolve the dispute at such meeting, negotiating on the basis of good faith.
- 27.2 If after twenty eight (28) Days (or such longer period as both of the parties may agree) of the date of the notice referred to in clause 27.1, the dispute has not been resolved, then either Contract Manager may notify the other that it wishes the dispute to be referred to a meeting of a Chief Officer (or a person appointed by the Chief Officer to act on the Chief Officer's behalf) of both parties, to resolve, negotiating on the basis of good faith.

28.0 VARIATIONS TO THE AGREEMENT

- 28.1 A Variation (including to the scope and nature of the Services) shall only be valid if it has been agreed in writing and signed by both of the parties with the exception of variations to the Payment which shall be in the sole discretion of the Authority.
- 28.2 If either one of the parties wishes to vary this Agreement then it shall request the Variation by sending to the other party two (2) copies of a completed Variation Form, as set out in Appendix 1, which shall detail the nature of the Variation sought and the reasons for it.
- 28.3 If either one of the parties receives a completed Variation Form, from the other party, then within 28 Days of receipt it shall either execute the two (2) copies of the Variation Form and return one (1) copy to the other party or alternatively notify the other party that it does not agree to the proposed Variation and the reasons why.

29.0 WAIVER

- 29.1 If either of the parties fails to exercise or delays in exercising any right or remedy to which it is entitled under this Agreement, then this shall not constitute a waiver of any such right or remedy.
- 29.2 If either of the parties waives a Default on the part of the other then this shall not constitute a waiver of any future Default.
- 29.3 No waiver shall be effective unless it is:
- 29.3.1 expressly stated to be a waiver; and
 - 29.3.2 in writing; and
 - 29.3.3 signed by the Contract Manager of the party waiving the right or remedy to which it is entitled under this Agreement.

30.0 INFORMATION AND RETENDERING

- 30.1 Subject to clauses 17 (**Data Protection Act**) and 19 (**Confidentiality**), at the Authority's reasonable request, the Service Provider must use all reasonable endeavours to provide the Authority with such information and data as the Authority may reasonably require to enable the Authority to prepare the necessary documentation to appoint another person to provide the Services in the Service Provider's place or to enable the Authority itself to provide the Services.
- 30.2 The requirement set out in clause 30.1 does not include any information or data which the Service Provider reasonably consider relates solely to the Service Provider's business or tax affairs and does not relate to the Services.
- 30.3 Subject to clauses 17 (**Data Protection Act**) and 19 (**Confidentiality**) the Service Provider shall co-operate with the Authority (at the Authority's reasonable request) to ensure the continuity of the Services and any similar services to be provided by the provider succeeding the Service Provider, the orderly termination of the Service, the administration of the recovery of any sums due from the Service Provider to us under this Agreement and any other required exit activities and succession arrangements, as the case may be, and the Service Provider shall do such other things and execute such documents as may be necessary for such purposes.

31.0 TUPE

- 31.1 Subject to clauses 17 (**Data Protection Act**) and 19 (**Confidentiality**) the Service Provider must provide the Authority with such information as the Authority may reasonably require to enable it to comply with any obligations the Authority have under TUPE when either this Agreement terminates or expires or particular Services are terminated including information concerning the relevant employees involved in the provision of the Service and related management and administration activities and their conditions of employment.
- 31.2 The Service Provider must provide the Authority with the information referred to at clause 31.1 above in the following circumstances and in accordance with the specified periods:
- a) at the Authority's reasonable request made at any time in the 9 months before an Expiry Date; or
 - b) if this Agreement or its application to particular Services is terminated on notice, within 20 Working Days of the Service Provider giving or receiving notice of any such termination; or
 - c) if this Agreement or its application to particular Services is terminated immediately, within twenty (20) Working Days of termination.

32.0 BEST VALUE

- 32.1 In undertaking the Service the Service Provider must use all reasonable endeavours to ensure measurable and continuous improvement in the performance of the Service and ensure that the Services are relevant, efficient and effective and give the Authority best value for money.

33.0 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

- 33.1 Neither one of us intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

34.0 NOTICES

- 34.1 Any notice or other communication under this Agreement must be in writing and can only be sent by:
- 34.1.1 recorded delivery post; or
 - 34.1.2 personal delivery; or
 - 34.1.3 fax
- 34.2 For the purposes of sending written notice or other communication by recorded delivery post, personal delivery or fax, each party's Contract Manager shall send such notices or communications to the other party's Contract Manager at the addresses and to the fax numbers set out in Schedule 3.
- 34.3 If the Authority's address or fax number changes, the Authority must notify the Service Provider in accordance with this clause 34 (**Notices**).

- 34.4 If the Service Provider's address or fax number changes, the Service Provider must notify the Authority in accordance with this clause 34 (**Notices**).
- 34.5 Subject to clause 34.6, all notices and communications shall be deemed to have been served:
- 34.5.1 if posted, two (2) Working Days after the date when posted;
 - 34.5.2 if personally delivered, on the date of delivery; or
 - 34.5.3 if sent by fax, when a transmission report is generated confirming that the fax has been transmitted in full.
- 34.6 Notwithstanding clause 34.5, if a notice is deemed to have been served on a Day which is not a Working Day or it is not received between the hours of 9am to 5pm on a Working Day then it shall be deemed to have been served on the next immediately following Working Day.

35.0 CONFLICT OF INTEREST

- 35.1 The Service Provider must take appropriate steps to ensure that neither the Service Provider nor any employee, servant, agent, supplier or sub-contractor is placed in a position where there is or may be an actual conflict or potential conflict of interest relating to the financial or personal interests of the Service Provider or such persons employed by the Service Provider.
- 35.2 The Service Provider must disclose to the Authority full particulars of any such actual or potential conflict of interest which may arise.

36.0 RECOVERY OF SUMS DUE

- 36.1 Wherever under this Agreement any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider are liable to pay to the Authority in respect of any breach of this Agreement), the Authority may deduct that sum from any sum then due or which at any later time may become due to the Service Provider under this Agreement or under any other agreement or contract with the Authority or with any department, agency or authority of the Crown.

37.0 ENTIRE AGREEMENT

- 37.1 This Agreement sets out all the terms and conditions that the Service Provider and the Authority have agreed regarding the provision of the Services. This means that it supersedes any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date of this Agreement provided always that this Clause 37 does not seek to exclude or limit liability for any fraudulent misrepresentation.

38.0 PRIORITY OF DOCUMENTS

- 38.1 If there is any inconsistency or conflict between what is set out in any of the clauses of this Agreement and what is set out in any of the schedules, then what is set out in the clauses will take precedence.

39.0 ASSIGNMENT AND SUB-CONTRACTING

- 39.1 If the Service Provider wants to sub-contract the carrying out of the Service Provider's obligations under this Agreement then the Service Provider must first obtain the Authority's written consent.
- 39.2 Notwithstanding clause 39.1, the Authority's consent will not be required to a floating charge over substantially the whole of the Service Provider's assets, property and undertaking.
- 39.3 However, even if the Authority have given consent to the Service Provider's sub-contracting the carrying out of the Service Provider's obligations under this Agreement the Authority can subsequently withdraw it, provided that the Authority act reasonably in doing so and give the Service Provider reasonable notice. This means that at the end of the notice period the Service Provider will have to terminate the sub-contract concerned.
- 39.4 The Service Provider should note that the Authority giving the Service Provider consent to sub-contract will not relieve the Service Provider of the Service Provider's obligations under this Agreement and that the Service Provider will be responsible for the acts, defaults and neglect of any sub-contractor or any employee, agent or servant of any such sub-contractor, as if they were the Service Provider's own acts, defaults and neglect. This will be the case even if as a condition of the Authority giving consent the Authority require the sub-contractor to agree directly with it that it will carry out all the Service Provider's obligations under this Agreement.
- 39.5 The Service Provider may not:
- 39.5.1 assign the Service Provider's interest in this Agreement or any part of it to any other person; or
 - 39.5.2 create any interest in this Agreement or any part of it (for example by way of a trust); or
 - 39.5.3 create any security over this Agreement or any part of it (for example, by way of a fixed charge).

40.0 AGENCY

- 40.1 The Service Provider must not represent to anyone, nor allow any of the Service Provider's employees or agents to represent to anyone, that the Service Provider are our agents or servants.

41.0 AUDIT

- 41.1 The Service Provider shall at all reasonable times (including following termination for whatever reason of this Services Agreement) afford to or procure for any auditor (including any auditor carrying out functions under the Audit Commission Act 1998 or the 1999 Act) conducting an internal audit or an external audit inspection or an audit of Best Value Performance Plans or to or for the Authority's Contract Manager (or its nominee) access to any records, information and data in the Service Provider's possession or control which in any way relate to or are or have been used in connection with the performance of the Services including (but without limitation) our data and information stored on a computer system operated

by the Service Provider and shall include permission to copy and remove any copies and remove the originals of such documents.

42.0 LOCAL GOVERNMENT OMBUDSMAN

- 42.1 Where any investigation by a Local Government Ombudsman (the "**Ombudsman**") takes place the Service Provider shall:
- 42.1.1 provide any information requested in the timescale required by the Ombudsman;
 - 42.1.2 attend any meetings as required by the Ombudsman and permit its personnel so to attend;
 - 42.1.3 promptly allow access to and the investigation of any documents deemed by the Ombudsman to be relevant;
 - 42.1.4 allow itself and any employee deemed to be relevant to be interviewed by the Ombudsman;
 - 42.1.5 allow itself and any employee to appear as witness in any ensuing proceeding; and
 - 42.1.6 co-operate fully and promptly in every way required by the Ombudsman during the course of that investigation;
- 42.2 For the avoidance of doubt, no additional payment shall be made to the Service Provider for performing the requirements set out in clause 42.1.
- 42.3 For the avoidance of doubt, where any financial redress or other compensation is ordered by the Ombudsman in any investigation arising directly or indirectly out of the default or neglect by the Service Provider in connection with the provision of the Services or any other action by the Service Provider the Authority shall be entitled to recover the cost of that financial redress or other compensation from the Service Provider.

43.0 NO PARTNERSHIP

- 43.1 Nothing in this Services Agreement shall be construed as a legal partnership (within the meaning of the Partnership Act 1890) or as a contract of employment between the Authority and the Service Provider.

44.0 VALUE ADDED TAX ("VAT")

- 44.1 The Authority shall pay any VAT on the Payment at the rate and in the manner prescribed by law from time to time.
- 44.2 The Service Provider shall provide the Authority with any information reasonably requested by the Authority in relation to the amount of VAT chargeable in accordance with this clause 44.
- 44.3 Where any amount is calculated by reference to any sum that has or may be incurred under this Services Agreement, the amount shall include any VAT to the extent the such VAT is not recoverable as input tax by that person (or a member of the same VAT group), whether by set-off or repayment.

45.0 SEVERABILITY

- 45.1 If one or more of the provisions of this Agreement are or become to any extent invalid or unenforceable under any applicable law then the remainder of this Agreement shall continue in full force and effect.
- 45.2 If a provision becomes unenforceable as detailed in Clause 45.1, both of us shall enter into good faith negotiations to endeavour to amend the provision concerned in such a way that, as amended, it is valid and enforceable and to the maximum extent possible, reflects the original intent of both parties.

46.0 REMEDIES CUMULATIVE

- 46.1 Any remedy or right which either of us may exercise in relation to a Default committed by the other shall be in addition to, and shall be capable of being exercised without prejudice to, all other rights and remedies available to either of us.

47.0 OUR FUNCTIONS AS A LOCAL AUTHORITY

- 47.1 Nothing in this Agreement shall prejudice or affect the Authority's rights, powers, duties and obligations in relation to the exercise of the Authority's functions as a local authority.

48.0 EXPIRY

- 48.1 Upon the Expiry Date or date of termination of this Agreement, the Service Provider must give the Authority, or to any person the Authority may specify, all data, information, files, records, documents and the like which the Authority supplied to the Service Provider for the purposes of this Agreement or which were produced or augmented by the Service Provider in connection with the carrying out of the Service Provider's obligations under this Agreement.
- 48.2 Unless the Authority authorise the Service Provider to do so, or the Service Provider are required at law to do so, the Service Provider must not retain any copies of the information etc referred to in clause 48.1.
- 48.3 Clause 48.1 is subject to the provisions of clause 17 (**Data Protection Act**).

49.0 LAW AND JURISDICTION

- 49.1 This Agreement shall:
- 49.1.1 be governed by and shall be construed in accordance with the laws of England and Wales; and
 - 49.1.2 be subject to the exclusive jurisdiction of the Courts of England, to which both of us shall submit.

Signed For and On Behalf of Six Town Housing Limited:

Name:

Designation:

Date:

Signature:

Witness:

Name:

Designation:

Date:

Signature:

Signed For and On Behalf of Bury Metropolitan Borough Council

Authorised Officer:

Authorised Officer:

Schedule 1

Services Specification

Section A

A1.0 Introduction

A1.1 This specification describes the general requirements for the provision and delivery of the Service across the Bury Council area. The individual elements that comprise the Service are detailed in Sections B – F of this Schedule.

A2.0 Aim of the Service

A2.1 By establishing a Home Improvement Agency (HIA), partner agencies in Bury are seeking to link housing, health and social care strategies and to develop a more unified approach to the provision of housing adaptation services for disabled people, regardless of tenure.

A2.2 The aim of the Service is to provide an integrated support and technical service, by providing a single point of contact and seamless co-ordination of services, in order to enable those in need of support to bring about adaptation to their home and thereby maintain their independence, health and well-being in their chosen home for as long as possible.

A2.3 This aim will be achieved by:

- Providing directly small scale, handyperson type repairs and minor disabled adaptations
- Carrying out major adaptations to Council owned homes
- Offering an agency approach for service users living in private sector (non-Council owned) accommodation that, with the resident's agreement, provides a high degree of support for the Service User in respect of the Disabled Facilities Grant (DFG) process
- Service Users opting not to use the agency service will be provided with a more traditional DFG facility by Urban Renewal.
- Providing information and advice, including advice on accessing appropriate sources of finance, for all Service Users.

A2.4 This agreement recognises the differing approaches appropriate to the service users living in private and public sector accommodation in view of the Council's role as a landlord and property owner but, wherever appropriate, common service, repair and adaptation standards will apply irrespective of tenure and ownership.

A2.5 The partner agencies wish to secure improved value for money in the delivery of the physical works associated with the delivery of the Service.

A3.0 Objectives

1. Provide a customer focused service
2. Provide excellent access to services
3. Provide a high quality service
4. Facilitate a seamless service through a single delivery agent for all adaptations
5. Provide a flexible personal support service at key stages in the adaptations process
6. Maximise the number of applications that are progressed to completion stage
7. Provide for proper contractual arrangements both between the partnership and the Service Provider, and the Service User and the contractor for the benefit of the Service User
8. Decrease the time taken to provide completed adaptations
9. Provide for a flexible response that meets the needs of the Service User, and not necessarily the needs of the commissioning partner agencies.
10. Improve value for money and maximise outcomes
11. Provide a service within strong performance management framework

A4.0 Service Values and Principles

A4.1 The following service values will underpin all activities undertaken by the Service Provider:

- Service Users should retain the greatest possible control over their lives;
- Service Users should be treated with courtesy, respect and dignity;
- Service Users should be personally involved in any decision making process that impacts on their lives;
- Service Users' views will be sought on the quality of the service provided;
- The diverse needs of Service Users (including cultural diversity) will be respected.

A4.2 The following service principles will be observed by the Service Provider in its work:

- The Service Provider will adopt a person-centred approach;
- The Service Provider will act only on the authority of the Service User, including the delegation of work to third parties;
- The Service Provider will provide sufficient information to enable the Service User to make informed choices, including advising the Service User in advance of any financial contribution they will be required to make, and keeping the Service User informed of what is happening at each appropriate stage and of what money is being expended.

A5.0 Description of Service

A5.1 The Service shall consist of the following five service elements, which are described in full in Sections B – F of this Agreement:

- General advice and information
- Major adaptations including simple major adaptations, defined as over £1,000 but less than £20,000 in value, and complex major adaptations defined as a single adaptation or multiple adaptations to a single property over £20,000 in value and including extensions
- Minor adaptations defined costing up to £1,000 in value
- Home from Hospital defined as minor adaptations carried out within short timescales to enable people to return home from hospital
- Handyperson and Small Repairs

A5.2 The Service Provider will establish an appropriate service access point for each service element.

A6.0 Volumes of Service

A6.1 The anticipated annual volumes of service will vary from year to year and is partly dependent on Government allocations and the success of bidding by partner parties through annual capital bidding rounds.

A6.2 The Service Provider will be expected to use staff flexibly, within reason, in order to respond to peaks and troughs in demand.

A6.3 The Service Provider and Urban Renewal will monitor the demand for each service element in accordance with the monitoring arrangements set out in clause A11.

A6.4 In the event that it becomes evident from the monitoring information gathered that projected demand for any service element is likely to exceed the anticipated annual service volumes / budgets, the Service Provider and Urban Renewal shall meet to agree a strategy for managing demand.

A7.0 Availability

A7.1 The Service Provider will operate from premises which are in accordance with disability discrimination legislation.

A7.2 In addition to visiting the Service Provider's premises, Service Users should be able to access the Service by telephone suitable for the Service User's needs, or by letter, fax or e-mail / website.

A7.3 The initial point of contact for Service Users or referrers will be open Monday to Friday between the hours of 9.00 am and 5.00 pm, excluding Bank Holidays.

A8.0 Staffing

A8.1 The Service Provider must recruit, retain and provide adequate staff resources so as to ensure that case management, technical advice and administrative support is available to meet the requirements of this Agreement. The Service Provider will provide appropriate on-going training and professional development opportunities.

A8.2 The Service Provider must have a fair staff recruitment and selection policy and process that takes account of all relevant legislation.

A8.3 The Service Provider's staff are required to comply with relevant health and safety legislation.

A9.0 Public Information and Publicity

A9.1 The Service Provider will be responsible for publicising the service by appropriate means, during the life of the Agreement.

A9.2 Bury Councils corporate public information standards will be applied to all public information produced, including web sites. All information produced for publicity purposes must be approved by the HIA Contract Performance & Development Group (HIA CPDG).

A10.0 Service Quality

A10.1 The Service Provider should have in place a system for assuring that the quality of the service that it provides is based upon the principles of:

- Best Value and continuous improvement.
- Self-assessment, ensuring that day-to-day responsibility for the quality of the Service is managed primarily by the Service Provider, but with review and monitoring carried out in tandem with Urban Renewal, under the direction of the Home Improvement Agency Contract, Performance and Development Group (HIA CPDG).

The Service Provider's quality assurance system will be the Supporting People Performance Framework for Home Improvement Agencies.

A11.0 Contract Monitoring

A11.1 Urban Renewal will establish a HIA Contract Performance & Development Group (HIA CDPG), operating under appropriate terms of reference, to include representation from all funding bodies and other stakeholders.

A11.2 The HIA CPDG will undertake the tasks detailed in Schedule 4.

A11.3 The HIA CPDG will meet initially on a monthly basis in order to maintain an overview of the Agreement. Any reduction in the frequency of meetings will be set by the HIA CDPG.

A11.4 The performance requirements made of the Service Provider are detailed in the Agreement, and in Appendices 1 and 2, and Schedule 4.

A12.0 Contract Development

A12.1 During the period of this Agreement, the HIA CDPG and Service Provider will work together to reshape the Service to reflect information resulting from the monitoring of the Service and the review of the Agreement. Any changes to Services or how they are delivered will be negotiated between the Parties, including any associated changes to the Price.

Section B

Service Element 1 – General Advice and Information

B1.0 Service Description

B1.1 At the outset of the process, the Service Provider will provide information about availability of services, eligibility, and what an eligible Service User can expect from the Service.

B1.2 The Service Provider will provide basic advice, information and where appropriate provide for signposting to other relevant agencies on the following:

- Problems relating to the property condition
- All housing options
- Completion of any necessary forms
- Other services offered by the HIA (e.g. major and minor adaptations, repairs, home safety services, etc)
- Likely financial contributions to relevant works and gap funding by Service Users where appropriate

B1.3 The Service Provider will provide information, and assistance where appropriate, about possible sources of funding to Service Users seeking to undertake repair, adaptation or improvement works in or to their homes, including the following:

- Availability of grants from statutory bodies;
- Releasing equity and accessing loans (to be developed at a later date);
- Obtaining independent financial advice;
- Accessing charitable funding;
- Other support services that may be available
- Benefit entitlement;
- The effect that certain options may have on benefit entitlement;
- Referral to the Service Users insurance company for a possible claim under an existing insurance policy;
- Savings.

This information and assistance will be in addition to that provided by Disability Services at the point of assessment.

B1.4 In respect of the above and where necessary/appropriate, the Service Provider will refer Service Users to other relevant agencies, such as the Citizens Advice Bureau and the Department of Works and Pensions.

B1.5 The Service Provider will ensure that where a referral relates to an adaptation this is only from an 'Assessment' source that is approved by Disability Services, and Urban Renewal as necessary, and that the Service User is aware of the referral.

B1.6 The Service Provider will undertake a home visit where appropriate. This is to gather financial and personal information in order to advise the Service User of the range of options available to them, and agree with them an appropriate course of action and possible sources of funding.

B1.7 Where requested to do so by the Service User and in appropriate circumstances, the Service Provider will act on their behalf to ensure that the Service User receives any additional income to which they are entitled, in order to maximise income.

B2.0 Eligibility

B2.1 General advice and information in line with this service is available to any Service User living in Bury, regardless of their financial status or tenure.

B3.0 Funding of this service element

B3.1 The provision of General Advice and Information by the Service Provider will be funded through this Agreement.

B3.2 No charges will be made to Service Users for this service element.

B4.0 Referral Arrangements and Response Times

B4.1 Initial enquiries will be responded to and home visits undertaken, where required, promptly and in accordance with the performance detailed in Appendix 1.

B5.0 Monitoring

B5.1 The Service Provider will keep detailed records of the process followed in each case, which will be made available to Urban Renewal upon reasonable request.

B5.2 Adherence to response targets for initial enquiries and home visits will be monitored, recorded and reported upon through the agreed performance management framework.

Section C

Service Element 2 – Major Adaptations

C1.0 Service Description

C1.1 Major Adaptations will be dealt with within two main types:

- Complex Major Adaptations. These include:
 - Single or multiple adaptations over £20,000 in value, including extensions
 - Adaptations not currently included within a schedule of authorised adaptations to be agreed and maintained by the Service Provider, Urban Renewal and Disability Services
 - Other adaptations which, because of the circumstances of the Service User or the property, are deemed to be particularly problematic
- Simple Major Adaptations. These include:
 - Adaptations over £1,000 and up to £20,000 in value
 - Adaptations included within a schedule of authorised adaptations to be agreed by the Service Provider, Disability Services and Urban Renewal

It is envisaged that most Major Adaptations will fall into the Simple category.

Complex and Simple Major Adaptations can be carried out through one of 3 different routes:

1. Directly carried out by the HIA (Council tenants only)
2. Through a DFG but with the HIA acting as the Service User's agent (non-Council tenants only)
3. Through a DFG administered by the Council without the HIA acting as the Service User's agent.

C1.2 Where direct provision or an agency approach apply, the Service Provider will provide a high level of professional support and advice to the Service User throughout the course of the scheme to ensure a satisfactory outcome for the Service User.

C1.3 For non-agency DFG applications, Urban Renewal will administer the appropriate processes.

The Service Provider and Urban Renewal will, no less than annually, agree an outline process to be used for the administration of Disabled Facilities Grants. The initial procedure to be used will be agreed within 3 months of the date of this Agreement.

The Service Provider will at the commencement of the contract period produce a procurement strategy for all elements of the physical works to be delivered under this agreement including how the various legal and regulatory requirements, including European requirements, will be met. That strategy will be agreed with HIA CDPG.

C2.0 Direct Provision (Council Tenants)

C2.1 Simple Major Adaptations

Adaptations will be provided following a referral from Disability Service in

respect of a Service User who is also a current Council tenant. All referrals will be made in a prescribed form. The Service Provider will:

- Log and record all referrals
- Arrange by appointment to visit to the Service User's property in order to discuss the major adaptations
- Provide disabled information pack to Service User
- Survey the home to be adapted, design a scheme to meet the Service User's needs and specify the works required to deliver the scheme
- Where appropriate, advise tenant of alternative approaches (e.g. re-housing to more suitable property) and complementary services (e.g. additional aids or support services)
- Consult and seek clarification where required from Disability Services on the appropriateness of proposed adaptations
- Service Users will be offered all reasonable options for the adaptation of their home and will be assisted and enabled in exercising their choice
- Explain, consult and agree with the Service User the proposals including alternative options providing sketch drawings where appropriate
- Obtain any required permissions e.g. dropped curb
- Select an appropriate contractor identified through a contract framework agreed by the HIA CPDG
- Instruct the contractor, including agreeing a work programme and site management arrangements
- Ensure that all works are undertaken in accordance with health and safety guidance and legislation
- Advise Service User that the work has been ordered, the selected contractor, the start date and duration of the work, and keep the Service User informed of progress throughout
- Provide advice to the Service User in respect of temporary accommodation
- Provide appropriate technical supervision to the scheme as work is carried out on site
- Where appropriate carry out inspections of work whilst in progress
- Prepare and issue interim payment certificates and certificates of practical completion
- Ensure that variation and defect procedures are in place to ensure the satisfactory conclusion of the works
- Carry out post completion inspection, and identify and resolve any outstanding issues
- Authorise payment to the contractor
- Confirm completion with Disability Services
- Update records

C2.2 Complex Adaptations

Complex adaptations will be managed in the same way as major adaptations above with the following exceptions:

1. The Service Provider may select and appoint an appropriate architectural agency from approved list to assist in carrying out the project planning and management roles described above;

2. The Service Provider will retain overall responsibility for the successful implementation of the adaptation within legal and statutory requirements, and in accordance with all relevant service agreements and contracts;
3. In all cases, a joint visit attended by the Service Provider, the appointed architectural agency and Disability Services will take place to agree the adaptations to be carried out, and this will be followed by further consultation meetings where appropriate
4. Detailed drawings will be provided, sufficient to meet the requirements of planning and building regulations, but also sufficient to act as an effective instruction to the contractor for construction of the project
5. Interim payment certificates and certificates of practical completion will be prepared and issued where appropriate;
6. The Service Provider will authorise all payments.

C3.0 Agency Service (non Council Tenants)

C3.1 Simple Major Adaptations

The agency service will be available to all Service Users (other than those living in Council owned accommodation) who opt to use it. Referrals for simple major adaptations will be made via the agreed format by Disability Services who will send a copy of the referral to Urban Renewal. The Service Provider will:

- Log and record all referrals
- Carry out a preliminary test of resources (by telephone where appropriate) and advise the Service User of the outcome
- Where the preliminary test of resources indicates that the Service User will not be entitled to receive a grant or the grant is likely to be less than the anticipated cost of the adaptation, the Service Provider will offer appropriate advice and assistance including on alternative funding sources and alternative accommodation
- Offer the Agency Service to the Service User and, where accepted, arrange for the approved agreement to be signed
- Where the Service User opts not to use the Agency Service, the Service Provider will provide information on how to access the DFG service provided by the Council
- Arrange, by appointment, to visit the Service User's property in order to discuss the major adaptations
- Make a Decent Homes check with the agreement of the Service User. The process to be agreed within 3 months of the date of this Agreement and reviewed by the HIA CPDG
- Provide an information pack to Service User
- Survey the home to be adapted, design a scheme to meet the Service Users needs and specify the works required to deliver the scheme
- Explain, consult and agree with the Service User the proposals including alternative options providing sketch drawings where appropriate
- Offer Service Users all reasonable options for the adaptation of their home and assist and enable them in exercising their choice
- Consult and seek clarification where required from Urban Renewal and/or Disability Services on issues of eligibility and the appropriateness

- of proposed adaptations
- Prepare any applications and submit them with all relevant documents (e.g. planning permission, building control, drawings) on behalf of the Service User;
- Obtain the consent of any private landlord where a major adaptation is to be undertaken on their property, prior to commencement of the works
- Provide advice and assistance to the Service User on any Party Wall Act issues;
- Select an appropriate contractor identified through a contract framework agreed by the HIA CPDG
- Complete an application form on behalf of the Service User and submit to Urban Renewal with other relevant documentation for their approval;
- Request and assist the Service User to instruct the selected contractor using the approved form of contract
- Agree a work programme and site management arrangements
- Advise the Service User of the start date and duration of the work, and keep the Service User informed of progress throughout
- Provide advice to the Service User in respect of temporary accommodation
- Provide appropriate frequency of technical inspections in relation to the scheme as work is carried out on site
- Ensure that variation and defect procedures are in place to ensure the satisfactory conclusion of the works
- Carry out post completion inspection, and identify and resolve any outstanding issues;
- Confirm completion with Disability Services and Urban Renewal
- The Service Provider will advise Urban Renewal that payment is due
- Update records.

C3.2 Complex Adaptations

Complex adaptations for Service Users in private sector accommodation opting to use the agency service will be managed in the same way as simple major adaptations above with the following exceptions:

1. The Service Provider may select and appoint an appropriate architectural agency from an approved list to assist in carrying out the project planning and management roles described above
2. Detailed drawings will be provided, sufficient to meet the requirements of planning and building regulations, but also sufficient to act as an effective instruction to the contractor for construction of the project
3. The Service Provider will retain overall responsibility for the successful implementation of the adaptation within legal and statutory requirements, and in accordance with all relevant service agreements and contracts
4. The Service Provider will carry out the assessment of entitlement to grant and offer advice on associated issues. Urban Renewal retain all the responsibilities of the housing authority in relation to DFG matters and the relevant legislation.

5. In all cases, a joint visit attended by the Service Provider, the appointed architectural agency and Disability Services will take place to agree the adaptations to be carried out, and this will be followed by further consultation meetings where appropriate
6. Interim payment certificates and certificates of practical completion will be prepared and issued where appropriate by the Service Provider.

C4.0 DFG Approach

Major Adaptations

DFG applications will be administered by Urban Renewal.

C5.0 Eligibility

C5.1 Major adaptations will be available to disabled individuals as defined by the Housing Grants, Construction and Regeneration Act 1996, who have been assessed by a person approved by Disability Services and for whom a Statement of Need has been produced, and who need assistance to co-ordinate the adaptations. It will be the role of Disability Services to produce the Statement of Need.

C5.2 Local Authority tenants will be provided with appropriate adaptations directly by the Service Provider on behalf of the Council without a test of resources being carried out reflecting the long standing arrangements in place prior to this agreement. Service Users living in non-Council owned properties will receive DFG's where eligible in accordance with practice prior to this agreement. However, Service Users in non-Council accommodation will have the option under this agreement of choosing to have the Service Provider act on their behalf within an agency service.

In all other respects, Service Users across tenures will receive a similar service including comparable service standards unless previously agreed as appropriate by the HIA CPDG and included within the service standards accompanying this agreement.

C6.0 Funding of this service element

C6.1 The co-ordination of Major Adaptations by the Service Provider will be funded through this Agreement.

C6.2 For actual work undertaken, if the Service User is making application for Local Authority Grant assistance, the cost to the Service User will be their calculated contribution under the test of resources as defined within the current relevant legislation. If there is a shortfall in funding from Urban Renewal / Disability Services, the Service Provider will seek other sources in funding. Where a shortfall in funding is identified, the Service Provider will inform the Service User and Disability Services.

C7.0 Standards

C7.1 Local standards for this service are as set out in Appendix 1.

C8.0 Monitoring

C8.1 The Service Provider will keep detailed records of the process followed in each case, which will be made available to Urban Renewal at its request or to the Councils auditors.

Section D

Service Element 3 – Minor Adaptations

D1.0 Service Description

D1.1 The Service Provider shall arrange for the carrying out of minor adaptations that need simple fitting in order to ensure safe and independent living for Service Users.

D1.2 Minor adaptations are those costing up to £1,000. The minor adaptations to be carried out will include the following (not an exhaustive list):

- Fitting handrails, internal and external
- stair-rails and grab rails
- Fitting portable/temporary ramps
- Door threshold removal
- Widening door frames and re-hanging doors
- Installing chair and bed raising systems
- Fitting wall-fixed shower seats
- Fitting floor-fixed toilet frames
- Installing key safes where required as part of a care package
- Minor electrical works e.g. raising sockets
- Minor plumbing works e.g. fitting lever taps
- Half steps
- Ramps

and any other minor adaptations requested by Disability Services or any other approved 'Assessor of Need', acting on their behalf.

D1.3 Disability Services will obtain the consent of any private landlord where a minor adaptation is to be undertaken on their property, prior to commencement of the works.

D1.4 The Service Provider will obtain all necessary consents, including highways, planning and building regulations as might be required to undertake the adaptation.

D1.5 The Service Provider and Disability Services will, at least annually agree the detailed operational procedure to be used for the administration of minor adaptations.

D2.0 Eligibility

D2.1 Minor adaptations can be provided to any Service Users defined by Bury MBC Disability Services as eligible, as set out in the 'Access to Care' policy that is prevailing at that time.

D2.2 For all Service Users, an assessment must have been undertaken by a competent person authorised to do so by Disability Services.

D2.3 Minor adaptations will normally be carried out by the technicians within the Home Improvement Agency or by other operatives working for the Service Providers. External contractors will only be employed where specific skills or expertise not otherwise available are required or to deal with exceptional peaks in demand.

D3.0 Tenure

D3.1 Minor adaptations are available to all tenures, including all types of tenants subject to the landlord's consent.

D4.0 Funding of this service element

D4.1 The co-ordination and delivery of Minor Adaptations by the Service Provider will be funded through this Agreement.

D4.2 The cost of the minor adaptations to be carried out will normally be up to £1,000 for any single item or combination of items, including the cost of installation but excluding the cost of the associated co-ordination.

D4.3 The cost of an adaptation may exceed £1,000 in exceptional and unforeseen circumstances where specifically requested by Disability Services and agreed with Urban Renewal.

D5.0 Standards

D5.1 Local standards for this service are as set out in Appendix 1 to the service specification schedules.

D6.0 Referral Arrangements and Response Times

D6.1 Referral to the Service Provider for minor adaptations will be via a Care Manager working for Disability Services using the approved referral form that is in operation at that time.

D6.2 The referring Care Manager will determine the priority of a minor adaptation.

D7.0 Monitoring

D7.1 All minor adaptations will be recorded and monitored on the Service Provider's data base as agreed with Disability Services.

D7.2 The Service Provider will provide Disability Services with details of referrals received, jobs undertaken and work completed on a weekly basis.

Section E

Service Element 4 –Home from Hospital

E1.0 Service Description

- E1.1 The Service Provider should arrange for the carrying out of minor adaptations that need simple fitting to ensure the safe discharge from hospital or from Interim Care.
- E1.2 The minor adaptations to be carried out will include the following (not an exhaustive list)
- Fitting hand rails, stair rails and grab rails
 - Fitting portable temporary ramps
 - Door threshold ramps
 - Installing chair and bed raising systems
 - Fitting wall fixed shower seats
 - Fitting floor fixed toilet frames
- and any other minor adaptation requested by Disability Services or any other 'Assessor of Need' acting on their behalf.
- E1.3 The Service Provider will ensure that the consent of any private landlord has been obtained by Disability Services where a minor adaptation is to be undertaken on their property, prior to commencement of the works.
- E1.4 The Service Provider will obtain all necessary consents, including highways, planning and building regulations as might be required to undertake the adaptation.
- E1.5 The Service Provider and Disability Services will, at least annually agree the detailed operational procedure to be used for the administration of minor adaptations.

E2.0 Eligibility

- E2.1 The service is available to any adult with a disability or over the age of 60 years who is at the time of referral hospitalised (or resident in an interim care facility) and who requires the adaptations requested to be in place to facilitate their safe discharge to their home address.
- E2.2 For all Service Users, an assessment must have been undertaken by a competent person authorised to do so by Disability Services.
- E2.3 Upon receipt of a properly constituted referral from Disability Services, the Service Provider will identify the work required. Minor adaptations will normally be carried out by the technicians within the Home Improvement Agency or by other operatives working for the Service Providers. External contractors will only be employed where specific skills or expertise not otherwise available are required or to deal with exceptional peaks in demand.

E3.0 Tenure

- E3.1 Minor adaptations under the Home from Hospital Scheme are available to owner-occupier, tenant of private landlord, Housing Association or Six Town Housing Tenant subject to the landlords consent.

E4.0 Funding of this service element

E4.1 The co-ordinating and delivery of adaptations under this scheme by the Service Provider will be funded through this agreement.

E4.3 The service is delivered free of charge to those referred to the service.

E5.0 Standards

E5.1 Local standards for this service are set out in Appendix 1.

E6.0 Referral Arrangements and Response Times

E6.1 Referrals to the service provider under this scheme will be made by Adult Care Services or their approved agents using the approved referral form.

E6.2 The referrer will state to which time scales items need to be supplied by assigning a priority. Performance standards are detailed in Appendix 1.
In exceptional cases where the exceptions are stated in Appendix 1 timescales will be agreed with Disability Services.

E6.3 The referring Care Manager will state the 'classification' of minor adaptation.

E7.0 Monitoring

E7.1 All minor adaptations will be recorded and monitored on the Service Provider's data base as agreed with Disability Services.

E7.2 The Service Provider will provide Disability Services with details of referrals received, jobs undertaken and work completed on a weekly basis.

Section F

Service Element 5 – Handyman and Small Repair Service

F1.0 Service Description

- F1.1 This Service Element is funded by different funding streams for Handyman type works (HPS) and Small Repairs works (SRS). The Service Provider will ensure appropriate record keeping in relation to each case to distinguish and report on those distinct funding streams.
- F1.2 The Service Provider will provide services to support safe and independent living to an upper limit of 1 day (8 hours) per job (HPS) or up to limit of 2 hours for smaller works (SRS) by arranging or undertaking the following tasks:

F2.0 Tasks

F2.1 General Repairs (HPS)

- Replacement of windows (max. of 2) or external doors and frames
- Repairs to rotted or otherwise defective windows
- Repairs to flat or pitched roofs

F2.2 General Work (SRS)

- Moving small furniture
- Putting up shelves and pictures
- Replacing small window panes (M)
- Repairing small areas of rotten wood(M)
- Tiling small areas (M)
- Re-hanging doors (M)
- Repairing small areas of fencing and /or garden gates (M)

F2.3 Plumbing & Drainage

- Small plumbing repairs – repairs to leaking pipes (HPS& SRS, M)
- Changing tap washers, cistern washers, ball valves etc (HPS& SRS, M)
- Replacing broken WC seats (SRS, M)
- Renewing bath sealant (SRS, M)
- Unblocking sinks (SRS)
- Cleaning blocked gullies and gutters (SRS, M) height restrictions apply.

F2.4 Home Security & Safety

- Fitting of door chains, appropriate window and door locks and security door viewers(HPS & SRS)
- Fitting of stand alone smoke and carbon monoxide detectors (HPS & SRS)
- Fitting grab rails/hand rails (SRS)
- Fitting stair gates, cooker guards, fire guards (SRS)

F2.5 Electrical Work

- Replacing fuses and plugs (SRS)
- Fitting doorbells (SRS)

F2.6 (M) = Maintenance tasks that are the responsibility of Local Authority and RSL landlords, and therefore not available to tenants of such landlords through this service.

F2.7 Plus any other similar task types that are agreed by Urban Renewal or Disability Services.

F2.8 The Service Provider will be required with the agreement of the Service User to make a Decent Homes check in relation to each case where Handyperson Scheme work is assessed on site or carried out by them. Where the Service Provider is already acting on behalf of a Service User in relation to major adaptations then the check will have already been carried out. The process to be agreed within 3 months of the date of this Agreement.

F3.0 Eligibility (HPS)

F3.1 The eligibility criteria are those specified in the prevailing Private Sector Housing Assistance Policy adopted by the Council.

As at December 2008 the following householders are eligible:

- Elderly – over 60 years of age
- Disabled or infirm
- In receipt of a specified means tested state benefit
- Single parent family with a child under 5 years of age

The eligibility criteria will change from time to time and will be determined by Urban Renewal.

F3.2 The means tested benefits are those related to the definition of vulnerable households specified in the Communities & Local Government Decent Homes definition and guidance update document issued in June 2006 and conditioned by income thresholds where appropriate.

F3.3 The following categories of resident may receive help for certain of the works (HPS):

- Owner-occupiers
- Private tenants with a repairing obligation
- The qualifying tenure may change from time to time and will be determined by Urban Renewal.

F4.0 Eligibility (SPS)

F4.1 This Service will be provided to vulnerable adults (not in paid employment, unable to complete the work themselves, have no-one who can complete the work for them), parents of children at risk of harm/accident or adults with a physical/sensory disability.

F4.2 The following categories of resident may receive help for certain of the works(SRS):

- Owner-occupiers and private tenants
- Local authority tenants (maintenance remains the responsibility of the landlord)
- RSL tenants (maintenance remains the responsibility of the landlord).

F5.0 Funding of this service element

F5.1 The administration and delivery of the Handyperson Service will be funded through this Agreement, subject to the collection by the Service Provider of Service User fees in accordance with clause F5.2 and the specified budget.

F5.2 The Service Provider will charge the Service User for materials at cost and a contribution to labour costs of £15 for the first 2 hours (SRS & HPS) and £15 per hour thereafter (HPS). This charge will be reviewed by Urban Renewal and Disability Services annually.

F5.3 The balance of any costs to the Service Provider associated with the provision of this service element will be met by Urban Renewal and Disability Services up to the maximum annual budget for this service.

F5.4 The Service Provider will keep accurate records of Service User contributions received.

F6.0 Response Times

F6.1 This is not an emergency service. The performance standard is detailed in Appendix 1 to this specification schedule. It may be necessary within the performance target times for the Service Provider to make an initial appraisal visit.

F7.0 Referral Arrangements

F7.1 Referrals to the Service Provider will be received directly from Service Users.

F8.0 Monitoring

F8.1 The Service Provider will keep detailed records of the process followed in each case. The records will be sufficiently detailed and stored in such a way as to readily report performance upon request by Urban Renewal or Disability Services.

F8.2 On completion of works undertaken the Service Provider will send to the Service User a satisfaction questionnaire. The Service Provider will analyse returned questionnaires and provide appropriate reports upon request by Urban Renewal or Disability Services.

F8.3 The Service Provider will forward to Urban Renewal on a quarterly basis a breakdown of income generated from fees charged to Service Users for the Handyperson Service element, together with a breakdown of expenditure on this service element

- F8.4 The Service Provider will forward to Urban Renewal a quarterly report detailing Decent Homes information, vulnerable categorisation of Service User, ethnicity and diversity information cross referenced with case income and expenditure information as detailed in Clause F5.3.
- F8.5 The Service Provider will provide Disability Services with details of referrals received, jobs undertaken and work completed on a monthly basis. (SRS).

SCHEDULE 1 - APPENDIX 1**Bury Standards & Performance Indicators for Major & Minor Adaptations, Handyperson and Small Repair Scheme.**

| GENERAL | | |
|-----------------|---|--|
| Standard | | Performance Indicator |
| 1. | The Service Provider will give the Service User information about its complaints procedure. | All Stage 2 complaints will be reported to the HIA CPDG. |
| 2. | <p>The Service Provider will provide each Service User with a self addressed post paid customer satisfaction form agreed with the HIA CPDG at the completion of all adaptations and other work.</p> <p>Note: Alternative mechanisms may be used for measuring customer satisfaction, these may be agreed at an operational level between the Service Provider and Urban Renewal and Disability Services and ratified by the HIA CPDG.</p> | 100% of Service Users will receive an appropriate customer satisfaction form |

| SERVICE AREA - MAJOR ADAPTATIONS | | | | |
|---|---|---------------------------------|------------|------------|
| Standard | | Target Performance level | | |
| Ref. | | 2008/09 | 2009/10 | 2010/11 |
| HIA1 | <p>The average time in calendar days from the date of the receipt of the referral by the Service Provider to the date of practical completion measured cross tenure.</p> <p>Note: The referral is e-mailed by Disability Services to both the Service Provider and Urban Renewal. It is the date that the e-mail was sent that will be considered as the date of receipt. The definition of practical completion will be agreed</p> | 219 | 201 | 186 |

| | | | | |
|-------------|--|-----------|-----------|-----------|
| | with Urban Renewal. This is a contract critical indicator. | | | |
| HIA1A | Average time from referral to practical completion for major adaptations in the private sector. | 282 | 253 | 228 |
| HIA1B | Average time from referral to practical completion for major adaptations in the public sector. | 170 | 161 | 153 |
| HIA2 | The percentage of cross tenure Service Users who are satisfied or very satisfied with the <u>overall</u> service they have received. <u>Note:</u> All Service Users receiving a major adaptation completed within the year will receive a Customer Satisfaction Questionnaire. This is a contract critical indicator. | 94 | 95 | 96 |
| HIA3 | Percentage of referrals for major adaptations where the Service User is contacted within 3 calendar days of the date of receipt of the referral from Disability Services. <u>Note:</u> The referral is e-mailed by Disability Services to both the Service Provider and Urban Renewal. It is the date that the e-mail was sent that will be considered as the date of receipt. | 80 | 85 | 90 |
| HIA4 | Percentage of Service Users visited by the Service Providers Caseworker within 14 calendar days of the date of receipt by the Service Provider of the referral from Disability Services. <u>Note:</u> The note is as the previous note in HIA3. | 80 | 85 | 90 |
| HIA5A | The average time, in calendar days, from the date of receipt of | 68 | 60 | 54 |

| | | | | |
|-------|---|-----|-----|-----|
| | the referral by the Service Provider to the date of receipt by Urban Renewal of a <u>full</u> DFG application – for simple major adaptations. | | | |
| HIA5B | As HIA 5A above but in relation to complex major adaptations. | 124 | 116 | 110 |
| HIA6 | Average number of calendar days from approval/works order to practical completion for all major adapts (cross tenure): | 120 | 92 | 60 |
| HIA6A | Average time, in calendar days, from approval to practical completion for private sector major adaptations. | 120 | 92 | 60 |
| HIA6B | Average time, in calendar days, from works order to practical completion for public sector major adaptations. | 120 | 92 | 60 |

| SERVICE AREA – MINOR WORKS MINOR ADAPTATIONS & HOME FROM HOSPITAL HANDYPERSON & SMALL REPAIR SERVICE | | | | |
|---|--|---------------------------------|---------|---------|
| Standard | | Target Performance level | | |
| Ref. | | 2008/09 | 2009/10 | 2010/11 |
| HIA7 | <p>Percentage of handyperson and small repair scheme cases across tenure completed within the timescales detailed below measured from the referral time:</p> <p>This is a contract critical indicator.</p> <p>For Handyperson and Small Repair works</p> <p>Within 15 working days of the Service User self referral</p> <p>Excludes:</p> <ul style="list-style-type: none"> • where specialist equipment needs to be obtained • where access has not been made available • where funding is not available • where a landlord or similar | 80 | 85 | 90 |

| | | | | |
|--------------|--|-----------|-----------|-------------|
| | permissions are required. | | | |
| HIA8 | <p>Percentage of minor adaptations, home from hospital, handyperson and small repair scheme cases found to be satisfactory at post inspection</p> <p>Work will be carried out to an acceptable standard of workmanship. A minimum of 10% of completed adaptations will be post inspected.</p> | 85 | 88 | 90 |
| HIA9 | <p>Minor Adaptations Completions: ACS2PD016.0</p> <p>This is a contract critical indicator.</p> | 94 | 95 | 1000 |
| HIA10 | <p>Minor Adaptations Speed of Service; ACS2PD014.0</p> <p>This is a contract critical indicator.</p> | | | 2.1 |

SCHEDULE 1 APPENDIX 2**Management Information****A) Management Information critical to supporting Council reporting requirements in relation to national Performance Indicators, funding etc.**

| Ref. | MI Description | Comments |
|--------|---|-----------------------------------|
| | All days should be expressed as calendar days. | |
| HIA M1 | Average length of time waiting for adaptations from assessment to work to work commencement for each of: <ul style="list-style-type: none"> • Minor adaptations • Major adaptations | Required for SAS 2.2PD051 and 052 |
| HIA M2 | Numbers waiting for minor and major adaptations (separately) at the end of each quarter. | Required for SAS 2.2PD053 and 054 |
| HIA M3 | Timely completion of Supporting People Workbook. | Further detail in Schedule A |

The Service Provider will provide in a timely manner appropriate information to allow the above to be collated.

B) Other Management Information

There will be a range of planned and ad hoc management information reports required of the Service Provider for a range of purposes this will range from specific budgetary and demand issues through to other areas to support the development of the Home Improvement Agency.

This will include, by way of example, the following:

- The number of Service Users opting to use the agency service and 'drop-out' rates.
- A weekly list of all current minor adaptations including name, address, date received, date completed, and whether cancelled or on hold
- A breakdown of the different stages of cases held by the Service Provider and projected expenditure

SCHEDULE 2

PAYMENT TERMS

The payment terms for each element of the Services are as follows:

1. Service Area: Minor Works

Payment: £151,000

Payable: £121,000 being £10,083 per month. One month in advance
£20,000 being £5,000 per quarter
£10,000 being £2,500 per quarter (PCT)
materials which are reimbursed quarterly by
Adult Care Services up to a value of £20k
per year

Note – This payment is fully inclusive of all costs and expenses incurred by the
Service Provider in undertaking those Services including labour and
material costs. No additional costs are payable.

Cost Base: The cost for each element of work will be based upon those
costs in Schedule 6 (Minor Adaptations and Repair Costs).
2. Service Area: Major Works – all tenures

Payment: For each Major Works project the Authority shall pay a
service fee calculated at the rate equivalent to 10% of the
value of the approved grant.

Payable: 50% on the grant being approved by the Authority.
50% when the Authority make the final grant payment after
the works have been completed to our satisfaction
3. Invoices:
The Service Provider shall submit to the Authority each month the Service
Provider's invoice for all Payments due under this schedule within five (5) days
of the end of each month.

SCHEDULE 3

DETAILS OF CONTRACT MANAGERS

Authority Contract Manager

Sharon Hanbury

- Telephone number: 0161 253 6350
- Fax number:
- E-mail address: s.m.hanbury@bury.gov.uk
- Address: Knowsley Place, Duke Street, Bury, BL9 0EJ

HIA Contract Manager

Barbara Dempsey

- Telephone number: 0161 686 8205
- Fax number:
- E-mail address: b.dempsey@sixtownhousing.org
- Address: Seedfield Resource Centre, Parkinson Street, Bury

SCHEDULE 4**MONITORING AND REPORTING****CONTRACT MONITORING & PERFORMANCE**

- 1. Functions of the Home Improvement Agency Contract Performance & Delivery Group (HIA CPDG) will be set out in agreed Terms of Reference for this group.**

The HIA CPDG will have a key role in monitoring the Service Provider. The functions are summarised below:

| Task Area | Task Detail |
|--------------------------------------|---|
| Performance & Information | Request, receive and consider activity reports from the Service Provider Scrutinise and ensure the Service Provider is meeting activity and performance targets within the terms of the Agreement Scrutinise contract performance and ensure consistency of performance of the Service Provider Consider variance of performance and related issues Review performance indicators and make changes as required Consider the implications of contract performance and service activity in relation to the Councils wider performance and service indicators Authorise ad hoc requests for service and performance related information from the Service Provider where not resolved at an operational level |
| Equality & Diversity | Monitor and review activity and progress against the Equality Impact and Needs Assessment Consider take up of assistance and satisfaction with service referenced to diversity Ensure equitable levels of service activity across all tenures |
| Financial | Review budget monitoring information and future funding arrangements Review the contract fee and other charging matters |
| Development | Review future contractual arrangements Longer term development of the service |
| Miscellaneous | Consider any disputes not resolved at an operational level |

2. Service Provider Performance

The following table details what is required of the Service Provider in relation to performance. The table should be read in the context of this whole agreement.

| Performance Area | Service Provider Performance Requirement |
|--|--|
| | |
| Supporting People (SP) | Comply with the performance and monitoring requirements as set out in the Supporting People Performance Framework for Home Improvement Agencies Complete and return the SP HIA Workbook on a quarterly basis Analyse and summarise the data collected through the SP HIA Workbook |
| Specific Performance Targets Appendix 1 and 2 | Gather and maintain robust data sufficient to report the performance as detailed in Appendix 1 and 2 Analyse, summarise and report the performance Ensure access to the primary and derived data to the Council for audit purposes |
| General Performance | Contribute to the agreed performance management framework developed by the HIA CPDG Maintain and develop an appropriate HIA knowledge management system Respond in a timely manner to any reasonable ad hoc requests for information |
| Customer satisfaction | Ensure that appropriate Service User satisfaction surveys are used for all elements of the service Agree with Urban Renewal the questionnaires to be used Provide feedback to Service Users Analyse responses and report back to the HIA CPDG in an agreed form Develop action plans to address issues arising from Service User feedback reporting back to the HIA CPDG |

SCHEDULE 5

FORM OF LEASE

DATED: 15TH JUNE 2009

THE METROPOLITAN BOROUGH OF BURY

to

SIX TOWN HOUSING LIMITED

ANNUAL TENANCY

**Relating to Premises at
Seedfield Resource Centre
(Rooms 53 and 55)**

Jayne Hammond
Council Solicitor
Town Hall
Knowsley Street
Bury
BL9 0SW

GC/BB/022687
28th April 2009 10.29am

THIS AGREEMENT made this 15th day of June 2009 **BETWEEN THE METROPOLITAN BOROUGH OF BURY** of Town Hall, Bury, BL9 0SW ('The Council') (1) and **SIX TOWN HOUSING LIMITED** of Point Blue, Moor Street, Bury, BL9 5AQ ('The Tenant') (2).

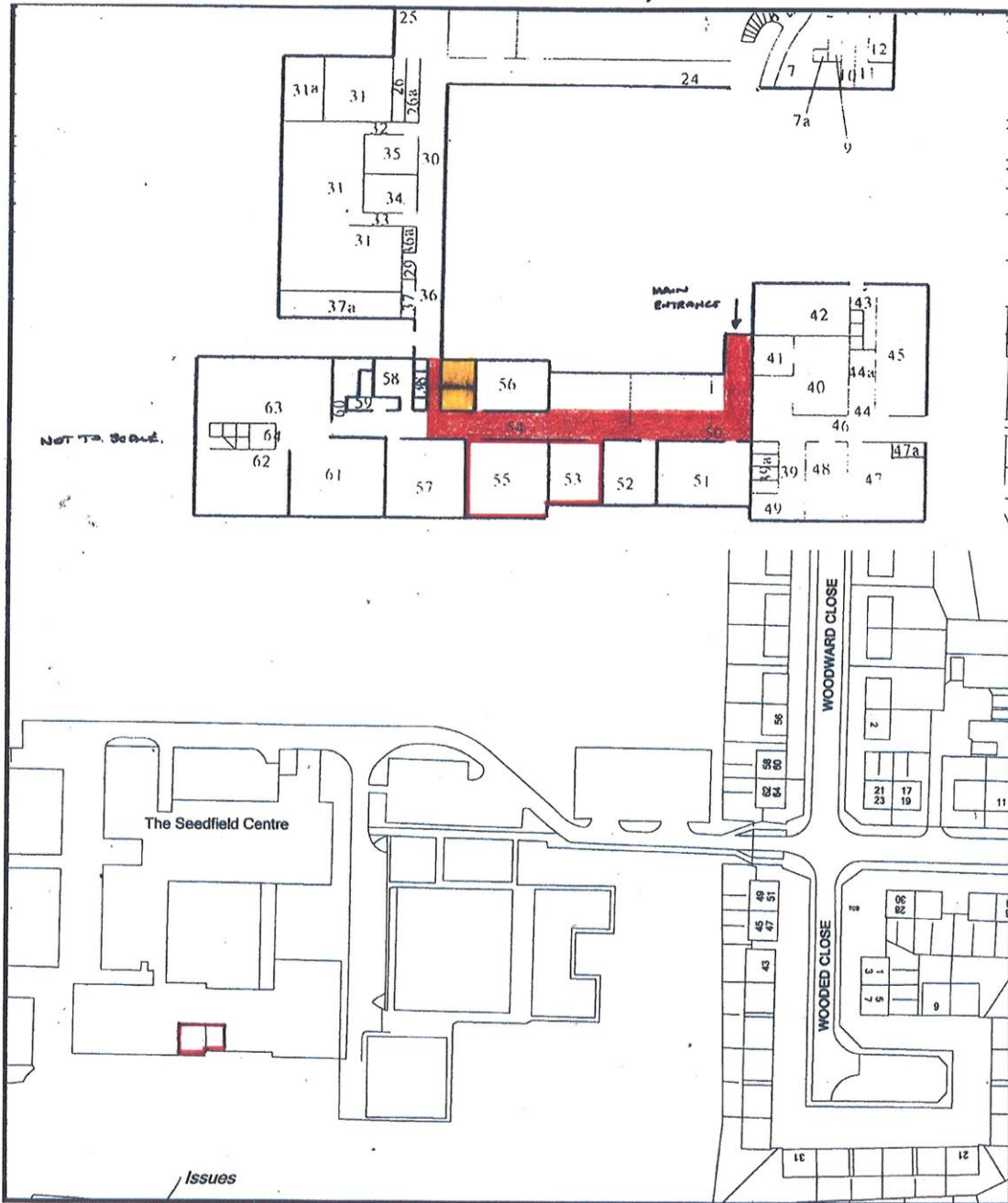
NOW THIS DEED WITNESSES as follows:

1.0 DEFINITIONS

IN THIS Agreement:

- 1.1 "The Council" where the context so admits includes the person or Company for the time being entitled to the reversion immediately expectant on the determination of the Tenancy.
- 1.2 "The Tenant" where the context so admits includes the Tenant's successors in title.
- 1.3 "The Tenancy" means the tenancy granted by this Agreement.
- 1.4 "The Premises" means Rooms 53 and 55 at the Seedfield Resource Centre shown edged red on the annexed plan and measuring 67.53 square metres.
- 1.5 "The Permitted Use" means Offices.
- 1.6 "The Common Parts" means the entrance hall, staircases, landing and corridors, more particularly shown coloured brown on the annexed plan, and the toilets and washrooms on the ground floor shown coloured yellow on the annexed plan provided for the use of the Council, its tenants and all others so authorised.
- 1.7 "The Insured Risks" means loss or damage by fire, lightning, storm, tempest, explosion, impact to vehicles and aircraft (including any articles dropped therefrom) and burst pipes and such other risks as the Council may deem desirable or expedient.
- 1.8 "The Schedule" means the Schedule annexed to this Agreement.
- 1.9 "The Surveyor" means the Borough Property Services Officer for the time being of the Council.
- 1.10 Words importing one gender shall be construed as importing any other gender.
- 1.11 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.
- 1.12 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

**PLAN REFERRED TO
PHOTOGRAPHIC COPY LIABLE TO
DISTORTION IN SCALE**



PLAN : Seedfield R53455
SCALE : 1:1250
DATE : 02/10/2008

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**Environment and
Development Services**
Property Services

Lester House
Broad Street, Bury, BL9 0WA
Telephone 0161-253-5995
Fax 0161-253-5985



2.0 DEMISE

THE COUNCIL lets and the Tenant takes **ALL THAT** the Premises **TO HOLD** the same unto the Tenant from and including the First day of November 2008 for one year and thereafter from year to year until the Tenancy is determined by either party giving to the other six months written notice (expiring at any time) to determine the Tenancy (or such other notice as may be agreed in writing between the parties) **YIELDING AND PAYING** therefore unto the Council the yearly rent of £11,070.19 by equal quarterly payments in advance on the usual quarter days by Bankers Standing Order the first payment (being an apportioned sum) to be made on the execution hereof and which is calculated on the Council's recharge rate for all internal departments (currently £163.93 per square metre) **AND YIELDING AND PAYING** as additional rents.

2.1 All costs charges and expenses (including legal costs and surveyors fees) properly incurred by the Council incidental to:

2.1.1 any proceedings under section 146 of the Law of Property Act 1925 (or any other notice hereunder) notwithstanding that forfeiture shall be avoided otherwise than by relief granted by the Court

2.1.2 the preparation and service of a Schedule of Dilapidations during or after the Tenancy

2.1.3 the recovery of arrears of rent and interest payable thereon (if any) due to the Council.

2.2 Such costs to be paid without deduction on the quarter date for payment of rent next ensuing after written demand therefore.

In the event of the yearly rent and/or additional rents remaining unpaid after the date upon which the same become due the Tenant shall pay to the Council interest thereon until the date of payment at the yearly rate of four percentum above the base rate of Co-operative Bank PLC.

TENANTS COVENANTS

The Tenant covenants with the Council as follows:

3.0 RENT

3.1 To pay the rents hereinbefore reserved on the days and in the manner aforesaid.

4.0 OUTGOINGS

- 4.1 To pay all rates, taxes, assessments, outgoings and impositions including all water, gas and electricity rates and charges now or hereafter charged and imposed upon the Premises.
- 4.2 To pay and keep the Council indemnified against all VAT which may from time to time be charged on the Rent or on any other monies payable by the Tenant under this Agreement.
- 4.3 If the Council has an option whether or not to charge VAT the Tenant hereby irrevocably consents to the Council freely exercising that option to the extent from time to time permitted by law.
- 4.4 To pay the stamp duty land tax and the Council's legal fees and Surveyors fees on this Agreement and the Counterpart hereof and any renewal hereof statutory or otherwise.

5.0 REPAIR

- 5.1 To keep the fixtures, fittings, exterior and interior of the Premises (including where applicable boundary walls and fences) and the shop front fascia sun blind (including fittings and box), window frames and glass therein, sash cords, doors locks, fasteners and catches, drains, water pipes and gas and electrical installations thereof in good tenantable repair and condition and in such state as shall be necessary for the Permitted Use and to repair in a good workmanlike manner all damage caused by the wilful or negligent act or omission of the Tenant or any person on the Premises with the permission or acquiescence of the Tenant and in such condition as aforesaid to deliver up the same on the termination of the Tenancy.
- 5.2 To report immediately in writing to the said Surveyor any lack of repair for which the Council are responsible.
- 5.3 To keep the Premises in a clean and orderly condition and not cause or permit any accumulation of inflammable materials or trade refuse.

6.0 INSURANCE

- 6.1 To take all reasonable precautions for the prevention of damage by fire or by burst water pipes and not to do or permit or suffer to be done on the Premises anything whereby any fire insurance of the Premises may be rendered void or voidable.

7.0 ALTERATIONS

- 7.1 Not to make any structural alterations or adaptations to the Premises in any way without the prior written consent of the Surveyor.

8.0 LANDLORDS RIGHTS

- 8.1 To permit the Council by its agents or servants and with or without tools and appliances at all reasonable times to enter and view the condition of the Premises and thereupon the Council may serve on the Tenant notice in writing specifying any repairs which the Tenant has failed to carry out in conformity with the foregoing obligations of the Tenant and if the Tenant shall not commence the necessary works within fourteen days after the service of such notice then to permit the Council to enter and carry out such repairs and to pay to the Council the cost (including solicitors fees and surveyors fees and any other costs reasonably incurred by the Council) of such last mentioned work.
- 8.2 To allow the Council, its agents, servants or licensees to enter the Premises after seven days written notice and affix to the exterior of the Premises or lay in, on or over the Premises any wires, cables or pipes (together with ancillary works) or remove, alter or repair the same and to permit such works to remain in position during such period as the Council think fit without interference by the Tenant or anyone acting on behalf or with the acquiescence of the Tenant.
- 8.3 To permit the Council, its agents or servants during six months immediately preceding the determination of the Tenancy to affix and retain without interference upon any part of the Premises such notice or notices as the Council may require for re-letting or selling the same and during the said six months to permit all persons with written authority from the Council to view the Premises at reasonable times.

9.0 NUISANCE

- 9.1 Not to carry on or permit or suffer upon the Premises anything which may be or become a nuisance or annoyance to the Council or the owners or occupiers of any neighbouring property.

10.0 SIGNS

- 10.1 Not without the previous written consent of the said Surveyor to affix or display or permit to be affixed or displayed any placard, poster, signboard or

advertisement on the exterior of the walls, roofs or fences (if any) of the Premises.

11.0 USER

- 11.1 To use the Premises solely for the purpose of the Permitted Use and to obtain all necessary planning permissions and bye-law approvals and not to carry on any other trade business or occupation upon the Premises.
- 11.2 Not to carry on or permit or suffer any sale by auction or mock auction upon the Premises.

12.0 ALIENATION

- 12.1 Unless otherwise permitted under this Clause the Tenant shall not:
 - 12.1.1 hold the Premises expressly or impliedly on trust for another person
 - 12.1.2 part with possession of the premises
 - 12.1.3 share possession of the Premises with another person
 - 12.1.4 allow anyone other than the Tenant, its officers and employees to occupy the Premises.

Assignment

- 12.2 The Tenant shall not assign or part with possession of the Premises or any part thereof.

Under-letting

- 12.3 The Tenant shall not under-let the whole or any part of the Premises.
- 12.4 The Tenant shall not charge the whole or any part of the Premises.

Associated Companies

- 12.5 The Tenant may share occupation of the Premises in a manner which does not transfer or create a legal estate with a company that is a member of the same group (as defined by Section 42 of the Landlord and Tenant Act 1954 as amended by Section 144 and Schedule 18 paragraph 3 of the Companies Act 1989).
 - 12.5.1 for so long as both the Tenant and that company remain members of the same group; and
 - 12.5.2 provided that within 21 days of such sharing the landlord receives notice of the company sharing occupation and the address of its registered office and its irrevocable written acknowledgement that for so long as it

occupies the Premises the Landlord has the same right to distrain against its assets on the Premises as against the assets of the Tenant.

13.0 YIELDING UP

13.1 At the determination of the Tenancy to yield up the Premises in accordance with the Tenant's covenants herein before contained (and if required to do so by the Council in writing to remove from the Premises all building stores equipment and other the property of the Tenant).

14.0 INDEMNITY

14.1 To indemnify the Council against all actions, costs, charges, claims, demands and expenses whatsoever in respect of injury (including fatal injury) or damage to person or property arising from the act, neglect or default of the Tenant or of servants or agents of the Tenant or arising directly or indirectly out of the Tenancy.

15.0 COUNCIL'S COVENANTS

The Council hereby covenants with the Tenant that:

15.1 The Tenant paying the rents hereby reserved and observing and performing the agreements on the part of the Tenant herein contained shall peaceably hold and enjoy the Premises without interruption by the Council or by any person lawfully claiming under them except in so far as provision for interruption is made in this Agreement.

15.2 To keep the main walls, roof, main timbers, gutters and downspouts (except such parts thereof as are to be maintained by the Tenant) in reasonable order and repair having regard to the age, condition and existing state of the Premises and subject to the Tenant reporting any defects to the Council.

15.3 To insure and keep insured the demised Premises with a note of the Tenant's interest endorsed on the policy in the name of the Council (unless such insurance shall be vitiated by any act of the Tenant or the Tenant's servants or visitors) in such sum as the Council shall from time to time be advised by its Surveyor as being the full cost of reinstatement thereof (together with the appropriate addition for professional fees and two years loss of rent) against the loss or damage by the Insured Risks and to produce to the Tenant on demand either the policy of such insurance and the receipt for the last premium or

reasonable evidence from the insurers of the terms of the policy and the fact that the same is subsisting and in effect and (subject as hereinafter provided) in case of destruction of or damage to the Premises by the Insured Risks or any of them the Council will with all convenient speed take such steps as may be requisite and proper to obtain any necessary permits and consent under any regulations or enactment for the time being in force to enable the Council to rebuild and reinstate the same and will as soon as such permits and consents have been obtained spend and lay out all monies received in respect of such insurance (except such sums in respect of loss of rent) in rebuilding or reinstating the same.

16.0 RIGHT OF RE-ENTRY

16.1 If at any time during the Tenancy:

The rents hereby reserved or any part thereof shall at any time be in arrear for twenty-one days (whether legally demanded or not) or if the covenants on the part of the Tenant herein contained shall not be performed or observed or if the Tenant becomes bankrupt or enters into any composition with his/its creditors or shall have a Receiving Order in Bankruptcy made against him/it or if being a limited company go into liquidation whether voluntary or otherwise or if the Premises are destroyed or so damaged as in the opinion of the Council to be incapable of repair at reasonable cost then and in any such case it shall be lawful for the Council by its agents at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon the Tenancy shall determine but without prejudice to the right of action of the Council in respect of any antecedent breach of any of the covenants on the part of the Tenant herein contained.

17.0 NOTICES

17.1 That any notice to be served under this Agreement on the Council shall be in writing addressed to the Council Solicitor for the time being of the Council and left at or sent by Recorded Delivery post to the office of the said Council Solicitor at the Town Hall, Bury aforesaid and any notice to be served on the Tenant shall be sufficient if under the hand of the said Council Solicitor and addressed to the Tenant and sent by Recorded Delivery post to the last known

address of the Tenant or to the Premises or by being left at or affixed to the Premises.

18.0 SPECIAL CONDITIONS

- 18.1 That where any matter or thing by the terms of this Agreement requires the consent approval or determination of or is to be to the satisfaction of the Council or the Surveyor the Council or the Surveyor respectively shall be the sole judge and shall not be deemed to be acting in a judicial or quasi-judicial capacity or as an arbitrator.
- 18.2 That any consent approval or determination given by the Council or the Surveyor for the purposes of this Agreement shall not in any way affect the Council's discretion in any capacity other than that of Landlord and that any consent approval or determination of the Council or the Surveyor required for the purposes of this Agreement shall not be implied or given by virtue of any approval consent or determination given by the Council in any capacity other than that of Landlord.
- 18.3 Any statutory right of the Tenant to claim compensation from the Council whether on vacating the Premises or otherwise is excluded to the extent that the law allows.
- 18.4 SAVE AS EXPRESSLY PROVIDED none of the provisions of this Agreement are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Agreement.
- 18.5 It is hereby agreed that there is no Agreement for Lease to which this Lease gives effect.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed to the original hereof and the Tenant has signed the Counterpart as a Deed the day and year first before written.

EXECUTED by the affixing of)
)
THE COMMONS SEAL of **SIX TOWN**)
)
HOUSING LIMITED)
)
in the presence of:)
)

J. Merrick
Acting Chief Executive
Jh. [unclear]
Chair.

SCHEDULE 6**MINOR ADAPTATIONS AND REPAIR COSTS**

| Service | Average Cost |
|--|--|
| <ul style="list-style-type: none"> • Fitting handrails, internal and external • stair-rails and • grab rails • Fitting portable/temporary ramps • Door threshold removal • Widening door frames and re-hanging doors | £100.00 £21.00 £3.07 £350.00 £2-£40.00 In excess of £1,000.00 so not MA Completed by stores |
| <ul style="list-style-type: none"> • Installing chair and bed raising systems | £60.00 + cost of seat |
| <ul style="list-style-type: none"> • Fitting wall-fixed shower seats • Fitting floor-fixed toilet frames | £60.00 + cost of seat |
| <ul style="list-style-type: none"> • Installing key safes where required as part of a care package • Minor electrical works e.g. raising sockets | £40.00 plus cost of key safe which range from £20- £70 |
| <ul style="list-style-type: none"> • Minor plumbing works e.g. fitting lever taps | £60 plus cost of taps which varies |
| <ul style="list-style-type: none"> • Half steps | £125-175 depends on size |
| <ul style="list-style-type: none"> • Ramps | Up to £1,000 |
| <ul style="list-style-type: none"> • Hourly labour rate | £22.00 |

SCHEDULE 7

PROCUREMENT AND CONTRACT DOCUMENTATION

Subject to amendment during the course of this Contract in accordance with the Council's Procurement Strategy and as agreed.

1.0 The Services Provider shall not use an external contractor or consultant to undertake any Services unless they have been procured in accordance with the Authority's Contract Procedure Rules.

2.0 DFG Works

2.1 All contractors used to carry out DFG Works shall have been procured on a framework arrangement and shall only be awarded each contract following a mini price competition between [] contractors currently on the framework.

2.2 All DFG contractors appointed to the framework shall enter into the JCT Framework Agreement 2007 with the Authority.

2.3 DFG Contracts entered into with contractors for private owners with a contract value over £10,000 shall be in the JCT Housing Grants (A) form 2002 as amended and where the parties shall be the contractor and private owner with the Services Provider acting as the contract Administrator.

2.4 DFG Contracts entered into for Authority housing with a contract value over £10,000 shall be in the JCT Minor Works Contract 2007 where the parties shall be the contractor and Authority with the Services Provider acting as the Contract Administrator.

2.5 DFG Contracts entered into with contractors for the private owners with a contract Value up to £10,000 shall be in the CIOB Minor Works Contract (2004 Edition).

2.6 Other forms of contract for DFG works only to be used where there is full agreement between the relevant parties.

3.0 Minor Works

3.1 All external contractors used to carry out Minor Works shall have been procured on a framework arrangement and shall only be awarded each contract following a mini price competition between [] contractors currently on the framework.

3.2 All Minor Works contractors appointed to the framework shall enter into the JCT Framework Agreement 2007 with the Authority.

3.3 Minor Works contracts entered into with external contractors shall be in the JCT JA/T 90 form of tender and subject to the JCT JA/C 90 conditions of contract. All such orders shall be issued by the Services Provider as the employer.

4.0 Design Works

- 4.1 All consultants used to undertake design works for DFG Adaptation Works shall have been procured on a design framework arrangement and shall only be awarded each contract following a mini price competition between 2 consultants currently on the design framework.
- 4.2 All design consultants appointed to the framework shall enter into a framework agreement to be drafted by Legal Services.
- 4.3 The appointment of a consultant for each design contract shall be in the JCT Architects Appointment form and entered into between the consultant and Services Provider.

SCHEDULE 8

DISABLED FACILITIES GRANT WORKS AND GRANT PAYMENTS

A) DFG Adaptation Works

The Service Provider will provide the following services for DFG Adaptation Works:

1. Survey the Client User's home and develop a schedule of works that meets the needs of the Client User assessed by the Authority that will be necessary and appropriate and reasonable and practicable.
2. The schedule of works should be in sufficient detail to enable a contractor to understand the scope of the required works and to price against individual elements of works to provide a competitive price.
3. Obtain competitive tenders or quotations for the works in accordance with Schedule 7 (Procurement and Contract Documentation).
4. Act as Contract Administrator under the DFG Works Contract and carry out inspections of the works whilst in progress as may be appropriate to the type and complexity of the works.
5. Where required under the DFG Works Contract issue interim payment certificates after having inspected the works and found it to be properly executed.
6. Inspect the works on its final completion and if the works have been properly executed issue a certificate of practical completion.
7. Before the expiry of the defects liability period under the DFG Works Contract (where applicable) inspect the works and agree all defects or faults to the works (if any) that should be rectified by the contractor under the contract, agree those defects with the Client User and ensure that the contractor makes good all such defects.
8. Issue a final certificate under the contract when all defects have been rectified.
9. For each contract maintain a works case file and record in it the condition and progress of the works found on each inspection with photographic evidence where necessary together with details of the purpose of the inspection and relevant discussions with the Client User and contractor.

B) DFG Grant Payments

1. All grant payments will be made by the Authority direct to the contractor following

the Authority's receipt of a payment certificate under A. above.

2. A copy of all payment certificates issued by the Services Provider must be submitted to the Authority immediately it is issued.
3. Payment certificates submitted to the Authority must be accompanied by an original invoice from the contractor addressed to the Client User itemising all completed works together with the itemised cost. The invoice must be signed by both the contractor and the Client User to signify the Client Users satisfaction with those works.
4. The Authority will deduct any Client User financial contribution to the works cost from the initial payment certificates before any grant is paid.
5. The Authority will not pay more than 90% of the grant prior to practical completion of the works.
6. When the Services Provider issues the final payment certificate under the works contract the Service Provider shall also submit to the Authority:
 - a completed G12 form signed by the Client User
 - a G13 form detailing payment arrangements to the contractor
 - all original contractor guarantees for the works
 - confirmation of compliance with planning approvals and Building Regulations.
7. The Service Provider shall pay the balance of the grant to the contractor when authorised in writing by the Authority such payment to be made "for and on behalf of the Authority".

APPENDIX 1**CONTRACT VARIATION FORM**

| | |
|--|---------|
| | Ref No: |
| | Date: |
| Title of Variation: | |
| Details of Variation: | |
| Reasons for Variation: | |
| Impact of Variation: | |
| Timetable: | |
| Price: | |
| Service Provider: | Signed: |
| Authority Response: Accept/Reject | Signed: |
| <p>Note: The format of the Variation Control Note may vary from time to time in circumstances where additional information is deemed necessary by the Authority or the Service Provider in order to accurately reflect the nature of the Variation.</p> | |

APPENDIX 2

CLIENT USER AGREEMENT

Six Town Housing

Home Improvement Agency

Agency Agreement



1. Introduction

At the Six Town Housing's Home Improvement Agency we provide information, advice and assistance relating to disabled adaptations for residents in Bury who are elderly, disabled or otherwise in need of support.

Part of our services is to act on behalf of people who wish to apply to Bury Council for a disabled facilities grant in order to carry out adaptations in their home.

We aim to provide a personal service to our clients in such a way that our clients' needs and wishes are paramount. We will consult you and keep you informed throughout.

2. Information and Advice Service

We are able to provide basic information and advice on the following:

- Availability of disabled facilities grants from Bury Council.
- Procedure to apply for a grant.
- Assistance in applying for a grant.
- Details of our technical support and co-ordination services to carry out the major adaptation works.

Our information and advice service is free to residents in Bury.

3. This Agreement

By signing this agreement you are agreeing to the Home Improvement Agency providing to you the range of technical support and co-ordination services mentioned below. You are also agreeing to be responsible for those matters listed below under the heading "What You Will Be Responsible For".

Our technical support and co-ordination services for disabled facilities grant works described below are optional. It is not a condition of the

issue of a grant that you take up our service. If you wish to organise your own grant works without our services you are free to do so

4. The Technical Support & Co-ordination Services We Will Provide

- We will treat you with respect and courtesy at all times, and respect your confidence,
- Provide the services to you competently and carefully,
- Discuss with you and advise you on the work that needs doing and tell you about the different ways of paying for it,
- Visit you at home to help you decide the best option for you, help you fill in forms, advise you on your eligibility for a grant and advise you on other services that may be available to you,
- Submit your grant application on your behalf,
- Liaise with Bury Council to check your eligibility for a grant,
- Receive the grant approval on your behalf,
- Liaise on your behalf with occupational therapists, social services and other agencies as necessary,
- Survey the area of your home to be adapted,
- Provide you with a specification and information about the work to be carried out in your home including where appropriate a sketch plan,
- Wherever feasible, we will provide you with different options for the work so that you can choose what is best for you,
- Obtain any necessary professional advice and apply for any permissions you may need, for example planning approval or the agreement of your landlord,
- Where necessary we will employ an architect to design any specialist aspect of the works,
- Select a contractor on your behalf from our list of contractors who have been chosen on the basis of quality, experience and value for money,
- Provide you with an appropriate works contract between you and the contractor who will carry out the work and provide you with advice on the terms of that contract,
- Arrange for the works contract to be signed by you and the contractor,
- Review and agree, prior to the start of work at your home, the contractor's methods and timing of work,
- Check that the contractor has adequate public and employers liability insurance whilst undertaking the works,
- Where the cost of the works exceeds £10,000 or if the works involve structural work or more than one trade we will act for you under the works contract as the "Contract Administrator" in dealing with the contractor,
- Visit your home to see that the work is proceeding generally in accordance with the works contract,
- Prepare and issue payment certificates to Bury Council.
- Make a final inspection after the completion of works and arrange for correction of any defects under the works contract.

5. What You Will Be Responsible For

- The contract to carry out the work will be between you and the contractor. Under that contract you will have responsibility to pay the contractor the amounts properly due for the work carried out within the times specified in the contract. **See "Payment of Grant" below.**
- Provide us with the information and documents needed to complete your grant application,
- Tell us straight away if your circumstances or needs change,
- Let us know beforehand if you are unable to keep an appointment,
- You will be responsible for paying any charges made by contractors for costs incurred if, for instance, you fail to provide access to your home when given reasonable notice and an appointment,
- We expect that you will treat our staff and contractors with the same courtesy and consideration you expect from them,
- Our fee to carry out the technical services described above which is 10% of the full cost of the works which will be deducted from the grant and paid direct to the Home Improvement Agency by Bury MBC.

6. Payment of Grant

Bury Council will pay the approved grant or part of it direct to the contractor. Unless the Council shall withhold the grant (or part of it) on account of your acts or omissions or your ceasing to be entitled to the grant the amount of the grant to be paid by the Council to the contractor shall be deducted from the amount certified by the HIA under that contract to be paid by yourself to the contractor.

7. Ending This Agreement

We can end this agreement by giving you written notice. We will normally only end this agreement if:

- You break any condition of this agreement and do not correct this within 7 days of receiving written notice from us requesting you to do so
- If you prevent, stop or delay us or a contractor, without good reason, from carrying out scheduled work
- We have good reason to believe that it is no longer possible to provide the service

You can end this agreement at any time by giving us 14 days notice in writing.

If the agreement is terminated either by you or by us, you shall pay to us any costs we have already incurred or are committed to, including the costs of schedules and drawings prepared prior to termination.

8. Complaints

Six Town Housing operate a comprehensive complaints policy and this also applies to the Home Improvement Agency. If you have a complaint please contact us by telephoning us on 0161 686 8200, emailing us at enquiries@sixtownhousing.org, or by writing to us or visiting us at: Freepost RLUY-BXZX-UZGT, Six Town Housing, Point Blue, BL9 5AQ.

9. Please Complete the Following:

I/we agree to the Six Town Housing Home Improvement Agency providing the technical services described in clause 4 above for the proposed adaptations to be carried out at my/our home, and dealing with the grant application on my/our behalf.

I/we understand that your fee to carry out the technical services will be 10% of the full cost of the work and that this will be deducted from the grant and will be paid direct to you by Bury MBC.

I/we understand that I/we will be responsible for paying any costs incurred by the contractor arising out of my/our failing to provide access to our home to enable work to be undertaken, provided that reasonable notice and an appointment have been provided by the contractor, or other actions on my/our part which result in the contractor being hindered or unable to carry out or complete the work.

I/we authorise the Six Town Housing Home Improvement Agency to receive and pay monies on my behalf and to obtain the information, including financial information, in the processing of my/our grant application.

I/we understand that I/we may terminate this agreement should I/we wish. However, I/we accept that I/we may be liable for any fees incurred on my/our behalf by Six Town Housing Home Improvement Agency if I/we decide to terminate this agreement.

| | | |
|-----------|----------------------|---------------------------------------|
| Name | <input type="text"/> | |
| Signature | <input type="text"/> | Date <input type="text" value="/ /"/> |
| Name | <input type="text"/> | |
| Signature | <input type="text"/> | Date <input type="text" value="/ /"/> |
| Property | <input type="text"/> | |

Signed on behalf of Six Town Housing Home Improvement Agency:

| | | |
|-----------|----------------------|---------------------------------------|
| Name | <input type="text"/> | |
| Signature | <input type="text"/> | Date <input type="text" value="/ /"/> |

**Minutes of the Meeting of the Greater Manchester Combined Authority held on
Friday 24th November 2023 at Bolton Town Hall**

PRESENT

| | |
|-------------------------------------|-----------------------------|
| Mayor of Greater Manchester | Andy Burnham (in the Chair) |
| Deputy Mayor (Police, Crime & Fire) | Kate Green |
| Bolton | Councillor Nicholas Peel |
| Bury | Councillor Eamonn O'Brien |
| Oldham | Councillor Arooj Shah |
| Manchester | Councillor Bev Craig |
| Rochdale | Councillor Neil Emmott |
| Salford | City Mayor Paul Dennett |
| Stockport | Councillor Mark Hunter |
| Tameside | Councillor Ged Cooney |
| Trafford | Councillor Tom Ross |
| Wigan | Councillor Nazia Rehman |

ALSO IN ATTENDANCE:

| | |
|--|-------------------------|
| Bolton | Councillor Nadim Muslim |
| Co-Chair of GM Disabled People's Panel | Melvyn Bradley |

OFFICERS IN ATTENDANCE:

| | |
|--|-------------------|
| Chief Executive Officer, GMCA & TfGM | Eamonn Boylan |
| GMCA Deputy Chief Executive | Andrew Lightfoot |
| GMCA Monitoring Officer | Gillian Duckworth |
| GMCA Treasurer | Steve Wilson |
| GMCA Director of Governance & Scrutiny | Julie Connor |
| Bolton | Sue Johnson |
| Bury | Lynne Ridsdale |
| Manchester | Joanne Roney |
| Oldham | Harry Catherall |

| | |
|------------------------|-----------------------|
| Rochdale | Steve Rumbelow |
| Salford | John Searle |
| Stockport | Michael Cullen |
| Tameside | Sandra Stewart |
| Trafford | Sara Todd |
| Wigan | Alison McKenzie-Folan |
| Office of the GM Mayor | Kevin Lee |
| GMCA | Sylvia Welsh |
| GMCA | Lee Teasdale |

GMCA 202/23 APOLOGIES

That apologies be received from Councillor David Molyneux (Wigan), Tom Stannard (Salford) and Caroline Simpson (Stockport).

GMCA 203/23 CHAIRS ANNOUNCEMENTS AND URGENT BUSINESS

Andy Burnham, Mayor of Greater Manchester, advised all present that 24th November marked 'White Ribbon Day' and that the region would continue its strong support for the campaign, making it clear that any forms of violence against women and girls would not be tolerated. The Gender Based Violence Board and the '#IsThisOK' campaign would also continue to spread this message throughout the region.

The GMCA was updated on the announcements arising from the Government's Autumn Statement on Wednesday 22nd November. This had included some good news for the region, including the publication of the draft Memorandum of Understanding for the single settlement, opening the doors to the new funding model for the region. There had also been an announcement on the future expansion of Investment Zones, which provided opportunities for growth in key areas such as advanced materials.

There were however urgent concerns arising from the Autumn Statement as well. Firstly, there had been no mention at all of local authority funding. Many councils were on a 'knife edge' in terms of finances and the settlement would arrive even later than usual this year. There had also been no reference to the Household Support Fund

which was relied upon to help alleviate the cost-of-living crisis being faced by many residents across the city region. In Manchester alone this equated to £12m of support – and it was vital to directly voice these pressing concerns to Government.

The meeting was also advised that the Mayor of Greater Manchester would be attending the Government Covid Inquiry on 27 November 2023, alongside the GMCA Solicitor and Monitoring Officer, to give evidence. He would be advising that a devolved approach to Greater Manchester's emergency structure would have delivered a faster response to the pandemic.

An update was provided on the continuing embedding of Tranche 1 of the Bee Network. Overall, the data showed that Bee Network services within this Tranche 1 area were performing better than the previous service. Issues did remain with some particular services and work was underway to ensure that these were brought in line with the standards expected. There had also been an increase in patronage of around 8% since the introduction of the Bee Network and this was now being reflected in the farebox, however, it was important to keep pushing out the message about the need for strong patronage.

RESOLVED /-

1. That White Ribbon Day be acknowledged and that the GMCA reaffirms its continued strong support.
2. That the update on the news arising from the Autumn Statement on the Greater Manchester funding model for devolution be received.
3. That the update on Greater Manchester Investment Zone expansion arising from the Autumn Statement be received.
4. That the concerns arising from the lack of updates within the Autumn Statement on local authority funding and the household support fund be acknowledged and that these concerns be voiced directly to the Government.
5. That it be advised that Andy Burnham, Mayor of Greater Manchester will be attending the Government Covid Inquiry, alongside the GMCA Solicitor and

Monitoring Officer, to give evidence, noting that he would be advising that a devolved approach to Greater Manchester's emergency structure would have delivered a faster response to the pandemic.

6. That the update on the successes arising from Tranche 1 of the Bee Network and the identified areas for improvements be received.

GMCA 204/23 DECLARATIONS OF INTEREST

RESOLVED /-

That there were no declarations of interest made in relation to any item on the agenda.

**GMCA 205/23 MINUTES OF THE GMCA MEETING HELD ON 27 OCTOBER
2023**

RESOLVED /-

That the minutes of the GMCA meeting held on 27 October 2023 be approved as a correct record.

**GMCA 206/23 MINUTES OF THE GREATER MANCHESTER BEE NETWORK
COMMITTEE MEETING HELD ON 26 OCTOBER 2023**

RESOLVED /-

That the minutes of the GMCA Resources Committee meeting held on 26 October 2023 be noted.

**GMCA 207/23 MINUTES OF THE GMCA RESOURCES COMMITTEE
MEETING HELD ON 27 OCTOBER 2023**

RESOLVED /-

That the minutes of the GMCA Resources Committee meeting held on 27 October 2023 be approved.

**GMCA 208/23 MINUTES OF THE GMCA OVERVIEW AND SCRUTINY
COMMITTEE MEETINGS HELD ON 25 OCTOBER 2023**

RESOLVED /-

That the minutes of the GMCA Overview & Scrutiny Committee meetings held on 25 October 2023 be noted.

**GMCA 209/23 MINUTES OF THE GMCA AUDIT COMMITTEE MEEETING
HELD ON 15 NOVEMBER 2023**

RESOLVED /-

That the minutes of the GMCA Audit Committee meeting held on 15 November 2023 be noted.

GMCA 210/23 BAIRD REVIEW UPDATE

Kate Green, Deputy Mayor (Police, Crime & Fire) was invited to provide an update on the latest developments in the Baird Review of custody suites.

In addition to the three women who had previously featured in the Sky News investigation in August 2023, Dame Vera had now talked to a further 12 people of which 9 were female and 3 males. As well as considering reports supplied by others who had come forward anonymously. Whilst the Inquiry had retained its focus on the treatment of women and girls, it was felt important to also consider any male complainants that had come forward to the Inquiry with similar experiences. This will also enable assessment of whether there were any differences between the treatment of men and women in police custody.

Dame Vera had also held a focus group with women's organisations in Greater Manchester, met independent custody visitors and visited Pendleton and Ashton Custody suites. The Inquiry had continued to explore the experiences of people who were arrested and taken into police custody, with a focus on women and girls in respect of maximising their rights, safety, and dignity. This had included examining wider practice, standards, and the culture of custody in Greater Manchester.

It was previously stated that the Dame Vera would publish her findings this Autumn but due to the number of people that had come forward and the time needed to thoroughly review their cases, it was now expected to be published in February 2024.

RESOLVED /-

That the statement from the Deputy Mayor updating on the progress of the Baird Review be received.

**GMCA 211/23 GREATER MANCHESTER BUSINESS BOARD MEMBERSHIP
REVIEW**

Councillor Bev Craig, Portfolio Lead for Portfolio Lead for Economy, Business and Inclusive Growth, introduced a report seeking GMCA endorsement of the recommendations regarding the future private sector membership until 2025.

It was advised that the Greater Manchester Business Board terms of reference required that the Business Board's private sector membership was reviewed every two years. This bi-annual review ensured that the board continued to meet its strategic remit and remained fit for purpose going forward.

RESOLVED /-

1. That the renewal of the seven existing private sector members' terms of office for another two-year term (Lou Cordwell, Lorna Fitzsimons, Vimla Appadoo; Marilyn Comrie; Steve Connor; Chris Oglesby and Justin Kelly) be endorsed.

2. That the recommendation that to two existing Board members continue as ex-officio members, representing the Growth Company and Greater Manchester Chamber of Commerce (Mike Blackburn and Clive Memmott), be endorsed.
3. That the appointment of the five new private sector members invited to join the Business Board (Devrim Celal; Laura Percy; Mike Wilton; Steve Rothberg; and James Byrne) be endorsed.

**GMCA 212/23 GREATER MANCHESTER REPONSE TO 2022 BIG
DISABILITY SURVEY**

Councillor Arooj Shah, Portfolio Lead for Equalities & Communities, introduced a report presenting an overview of progress made towards a whole-system response to the Big Disability Survey carried out by the Greater Manchester Disabled People's Panel in the summer of 2022. The update was one year on from the survey publication and described progress made as well as outlining key issues emerging from the work so far.

The survey had highlighted in very stark terms the continuing impact the pandemic and the subsequent cost-of-living crisis continued to have upon the lives of many disabled people in the region. Also noted was the concern that attitudes of the public towards disabled people had also worsened.

The planned reforms announced in the autumn statement that would force many people currently on incapacity benefits to find work had also raised many concerns, particularly in regard to the availability of suitable jobs available locally.

Actions taken since the receipt of the 2022 Big Disability Survey had included improvements to public transport; ensuring that the accessible home standard was written into the Places for Everyone plans; and the addressing of negative language and terminology in mental health services.

The unique nature of the Greater Manchester Disabled People's Panel was highlighted. It was noted that it was the only Panel of its type that currently existed in the country, and within that position had played a key role in influence consultations that directly impacted upon disabled people. Not least the recent consultation on the

proposed closure of rail ticket offices in England – the decision went on to be reversed and it was felt that the GM Disabled People’s Panel’s input into this had played a key role in this.

The Co-Chair of the Greater Manchester Disabled People’s Panel, Melvin Bradley, was invited to comment on the report. The ongoing support of the GMCA was welcomed, and the Panel would be meeting in the following week to fully consider the GMCA response to the survey. Comments were raised regarding the capacity to act, it was recognised that there were many complexities involved in this work and that progress would not always be as expedited as hoped. It was important for the Panel to be involved at the earliest possible stage for their input to be fully incorporated - disabled people needed strong allies in place in every Greater Manchester district. The Panel were pleased that the survey had been referenced on the floor of the House of Commons and this really demonstrated that the work of the Panel was getting politicians to ‘sit up and take notice’. A number of recent successes, including resolving voter ID issues, were then highlighted.

The Chair made reference to the point raised regarding the variability of levels of support for the Panel across the ten Greater Manchester districts – emphasising the importance of clear consistent arrangements throughout the region, suggesting that it might be helpful for each district to have a nominated officer in place for direct liaison with the Panel.

RESOLVED /-

1. That the progress made with the response to the 2022 Big Disability Survey and the issues which have been identified relating to its delivery be noted.
2. That the importance of its constituent organisations achieving a co-ordinated, multi-stakeholder, and effectively resourced Greater Manchester wide response, aimed at improving the lives of disabled people be actively endorsed.
3. That the comments contributed by Melvin Bradley, Co-Chair of the Greater Manchester Disabled People’s Panel, be received.

4. That the ten Greater Manchester Local Authorities be requested to ensure that there were clear consistent arrangements in place to respond to the recommendations of the Greater Manchester Disabled People's Panel.

**GMCA 213/23 GREATER MANCHESTER CHILDREN & YOUNG PEOPLE
PROGRAMME UPDATE**

Councillor Mark Hunter, Portfolio Lead for Children & Young People, presented a report that provided an update on three important pieces of work as part of the Greater Manchester Children & Young People's programme, namely the GM Pledge; Project Skyline and the Greater Manchester Fostering Programme.

The Greater Manchester Pledge was an agreement between the ten Greater Manchester districts to reduce reliance over time on agency workers, and the cost of such agency resources was rising due to competition for limited resources. The GMCA would be advised on updates on progress made.

Project Skyline was a strong example of how critical it was to ensure joint working between partners. This was vital as investment could not be made in a new set of children's homes to support young people with complex mental health issues, without a clear clinical mental health offer for those homes.

The Greater Manchester Fostering Programme was related the priority objective to increase availability of fostering places in the region. Greater Manchester had been selected as a national pathfinder to pilot reforms proposed following an independent review of children's social care.

RESOLVED /-

1. That the commitment of all Greater Manchester Local Authorities to tackle the high costs and reliance on agency social workers, by signing up to the 'Greater Manchester Pledge', be noted.

2. That the progress to date on 'Project Skyline' and the intention to launch the procurement exercise for the proposed children's homes in the final quarter of 2023/24 be noted.
3. That the Greater Manchester level response to the challenge of how to increase the number of foster carers across the city-region be noted.
4. That the lobbying of Government for fair and sustainable funding for children's services continues, including an acceleration of the regulation and statutory guidance required to tackle the rising costs of placements for Looked After Children and the high cost associated with agency social workers, be supported.
5. That Greater Manchester Local Authorities be encouraged to identify areas of particular interest, within the Greater Manchester Children's programme, for the next thematic update from the Greater Manchester Children's Board to GMCA.

**GMCA 214/23 GREATER THAN VIOLENCE: A TEN-YEAR GREATER
MANCHESTER VIOLENCE REDUCTION STRATEGY**

Kate Green, Deputy Mayor, Police, Fire & Crime, presented the final draft of the ten year "Greater Than Violence" strategy, which was the first of its kind for Greater Manchester, and set out clear, long-term ambitions for how GMCA and its partners would tackle violence, through effective prevention and response and by dealing with the root causes of violence.

The report set out how the strategy was developed, including details on the comprehensive consultation process that had informed the work. The purpose of the report was to gauge the views of the GMCA on content and strategic intent of the draft strategy in advance of its intended launch on 12th December 2023.

The Strategy built upon the achievements of the GM Violence Reduction Unit and its partners since its establishment by the Mayor of Greater Manchester in 2019. Progress had been made in the reduction of violence in those four year since, with the last year having seen a 16% reduction in knife crime; a 29% reduction in hospital

admissions related to a knife/sharp instrument; and a 29% reduction in homicide related in knives and other offensive weapons.

The key elements of the Strategy included building upon the learning experiences of the previous four years; work being community led; Greater Manchester Family partnership working including the key role of VCSE sector partners; timely & early interventions; and youth work.

The consultation process had highlighted the need to emphasise equality and equity. Violence was not experienced equally across the city region by different communities and groups and it was vital to be led by the equality act.

The Chair advised that the Prince of Wales had made a recent visit to the youth project 'The Hideaway' in Moss Side. As part of that visit, through the Royal Foundation, an agreement had been made to work on a pilot to ensure that young people who were at risk of, or had been involved with violence, had referral pathways to provide them with the opportunities needed for a more constructive future.

Councillor Nadim Muslim was invited to feedback on comments raised by the Overview & Scrutiny Committee following recent consideration of the Strategy.

The Committee welcomed the move towards considering the Strategy as a public health issue, and that the contributions of young people to the Strategy should be at the forefront. It was vital to support young people who had suffered trauma related to violence and those at high risk of vulnerability.

RESOLVED /-

1. That the contents of the report and the accompanying Violence Reduction Strategy be noted.
2. That approval and commitment be given to a ten-year strategic plan to reduce violence across Greater Manchester.
3. That a commitment be given to work with the Violence Reduction Unit (VRU) and its partners to implement the commitments set out in the strategy.

4. That the update from the Mayor of Greater Manchester, on plans to work to work with the Royal Foundation on pathways for vulnerable young people be received.
5. That the comments made by Councillor Nadim Muslim, on behalf of the Overview & Scrutiny Committee, be received.
6. That it be noted that the Deputy Mayor will lead on the development of a detailed action plan over the coming months.

GMCA 215/23 INNOVATION GREATER MANCHESTER

Councillor Bev Craig, Portfolio Lead for Economy, Business & Inclusive Growth, presented a report which provided an update on the ongoing work of Innovation Greater Manchester (IGM), and to present the recommendations made at the IGM Board meeting of 12th October 2023 that formalised the ongoing functions and form of this triple helix entity at the centre of Greater Manchester's innovation ecosystem.

RESOLVED /-

1. That the update on the work of Innovation Greater Manchester Partnership be noted.
2. That it be noted that the Innovation Greater Manchester Board approved a series of recommendations at its Board meeting of 12 October 2023, approving the creation of a triple helix Partnership arrangement, as set out in the report submitted.
3. That approval be given to the GMCA entering into such a Partnership Agreement and move to appoint a new Chair for Innovation Greater Manchester Partnership, and that authority be delegated to the Chief Executive Officer, GMCA & TfGM, in consultation with the Economic Portfolio Lead and the GMCA Solicitor and Monitoring Officer, to agree the terms of the Partnership Agreement, in accordance with the terms set out in the report submitted.

4. That approval be given to the use of already committed resources to support the development of Innovation Greater Manchester in its new form in 2023/24 and to consider 2024/25 resources as part of the Retained Business Rates process.

**GMCA 216/23 PUBLIC SECTOR DECARBONISATION SCHEME 3C
OPPORTUNITY**

Councillor Tom Ross, Portfolio Lead for Green City Region, presented a report outlining the funding opportunity to support further Greater Manchester (GM) public building retrofit activity, through the Public Sector Decarbonisation Scheme Phase 3c (PSDS Ph3c via Salix Finance).

To date over £100m of PSDS funding had been awarded and delivered, with local match funding having supported over 230 buildings with retrofit measures. The latest round of national funding would deliver £1.4bn between 2024 and 2026 – this funding would be released in phases in line with how the funding had been delivered to date. The GMCA Low Carbon Team had worked with all ten districts on appetite and readiness – resulting in an initial consortium bid of £9m.

The outcome would be known in January 2024 and if successful GMCA would continue to support the development of a pipeline and the management of the overall programme.

RESOLVED /-

1. That it be noted that the GMCA has proceeded with a consortium bid for circ. £9m from Salix (NPBD) under the Public Sector Decarbonisation Scheme Phase 3c.
2. That that the receipt and defrayment of Public Sector Decarbonisation Scheme Phase 3c funding be advocated, with authority delegated to the GMCA

Treasurer and GMCA Solicitor and Monitoring Officer to sign all necessary legal agreements (subject to successful award).

3. That it be noted that the impact assessment revealed a positive impact for both environment and economy outcomes.
4. That a top slice from any capital grant awarded, to underpin the GMCA's cost of coordinating and project managing the scheme, be approved.
5. That the scale of the top slice will be confirmed on receipt of the grant.

GMCA 217/23 GREATER MANCHESTER BROWNFIELD PROGRAMME

Councillor Ged Cooney, Portfolio Lead for Housing, presented a report seeking approval for the allocation of a further £11.905m from the GM Brownfield programme.

It was advised that a further two sites had been added to the scheme and were detailed within the report.

RESOLVED /-

1. That approval be given to the allocation of up to £11.905m from the GM Brownfield programme funding devolved to GMCA, in line with the details contained at Appendix 1.
2. That authority be delegated to the GMCA Treasurer, acting in consultation with the GMCA Solicitor and Monitoring Officer, to effect the necessary legal agreements for the individual grants between the GMCA and grant recipients.

GMCA 218/23 GREATER MANCHESTER HOUSING DELIVERY PLAN

Councillor Ged Cooney, Portfolio Lead for Housing, presented a report setting out the intentions to develop a Greater Manchester Housing Delivery Plan.

The requirement for a single plan was reflective of the range of different programmes and delivery mechanisms currently being employed to upscale affordable homes in Greater Manchester, including the housing growth elements of the Devolution Deal. A

key element of the plan was that it would underpin the truly affordable net zero target of 30,000 homes by 2028.

RESOLVED /-

That the contents of the paper be noted.

GMCA 219/23 MID-YEAR TREASURY REVIEW

Councillor Nazia Rehman, Deputy Leader of Wigan Council, presented the mid-year treasury review written in accordance with the requirements of CIPFA's Code of Practice on Treasury Management.

The report highlighted the ongoing uncertainties in the current economic landscape and the fluctuation in interest rates. The capital programme and borrowing remained under constant review to achieve optimum value and risk exposure into the medium and long term.

RESOLVED /-

That the Treasury Management Strategy Statement and Annual Investment Strategy Mid-Year Review Report 2023/24 be approved.

**GMCA 220/23 GREATER MANCHESTER INVESTMENT
RECOMMENDATIONS**

Councillor Nazia Rehman, Deputy Leader of Wigan Council, presented a report seeking approval for investments into Wi-Q Limited and SMIDSY Ltd (trading as "Beryl") and novation of a loan from Evergreen 1 to the Core Investment Fund in relation to the Broadway Green development. The investments would be made from recycled funds.

RESOLVED /-

1. That an equity investment of up to £350k to Wi-Q Limited be approved.

2. That an equity investment of up to £1m to SMIDSY Ltd (trading as “Beryl”) be approved.
3. That a loan novation of up to £12.95m to Chancerygate (Erdington) Ltd be approved.
4. That authority be delegated to the GMCA Treasurer and GMCA Solicitor and Monitoring Officer, to review the due diligence information in respect of the above investments, and, subject to their satisfactory review and agreement of the due diligence information and the overall detailed commercial terms of the investments, to sign off any outstanding conditions, issue final approvals and complete any necessary related documentation in respect of the investments noted above.

GMCA 221/23 EXCLUSION OF THE PRESS AND PUBLIC

That, under section 100 (A)(4) of the Local Government Act 1972 the press and public should be excluded from the meeting for the following items on business on the grounds that this involved the likely disclosure of exempt information, as set out in the relevant paragraphs of Part 1, Schedule 12A of the Local Government Act 1972 and that the public interest in maintaining the exemption outweighed the public interest in disclosing the information.

**GMCA 222/23 GREATER MANCHESTER INVESTMENT
RECOMMENDATIONS**

Clerk’s Note: This item was considered in support of the report considered in Part A of the agenda (minute 220/23)

RESOLVED /-

That the report be noted.



| | |
|--------------------------------|----------------------------------|
| Classification: Open | Decision Type: Non-Key |
|--------------------------------|----------------------------------|

| | | |
|-------------------|---|------------------------------|
| Report to: | Cabinet | Date: 10 January 2024 |
| Subject: | Appointments Update | |
| Report of | Cabinet Member for Corporate Affairs and HR | |

Summary

This report sets out amendments to the appointments made at the Annual Meeting of the Council held on 24th May 2023.

Recommendation(s)

That: Cabinet notes the appointments and amendments to appointments made since the Annual Meeting of Council as set out at paragraph 2.

Reasons for recommendation(s)

N/A

Alternative options considered and rejected

N/A

Report Author and Contact Details:

Name: Julie Gallagher

Position: Head of Democratic Services

E-mail: Julie.gallagher@bury.gov.uk

Background

- At the Annual Meeting of the Council held on 24th May 2023 the Council resolved, in respect of the various appointments made at that meeting, that the Chief Executive, in consultation with the Leaders of the political groups on the Council, be authorised to determine any appointments to bodies which remain to be filled and any changes in appointments or any new appointments to be made during the 2023/2024 Municipal Year and that any such appointments be reported to the Cabinet for information.
- Since that meeting, the following appointments and amendments to appointments have been made:-

Cabinet:

- Cabinet Member for Health & Adult Care – Councillor Nathan Boroda
- Deputy Leader – Vacant
- Note existing Deputy Leader remains Cllr Lucy Smith (Statutory Deputy)

By virtue of the Cabinet position:

- Locality Board – Councillor Nathan Boroda
- Health and Wellbeing Board – Councillor Nathan Boroda

Committees:

- Employment panel – Councillor Lucy Smith
- JCC Teachers – Vacant

Outside Bodies:

- Integrated Care Partnership GM appointment – Councillor Nathan Boroda
- Democratic Arrangements Forum – Councillor Lucy Smith to attend as Deputy Leader
- Persona (Shareholder panel) – Councillor Nathan Boroda
- Local Government Association – General Assembly – Councillor Lucy Smith
- North West Local Authorities’ Employers Organisation – Vacant

Links with the Corporate Priorities:

N/A

Equality Impact and Considerations:

N/A

Environmental Impact and Considerations:

N/A

Assessment and Mitigation of Risk:

| Risk / opportunity | Mitigation |
|--------------------|------------|
| N/A | |

Legal Implications:

Any changes in appointments subsequent to the Annual Council meeting are authorised to be determined by the Chief Executive in consultation with the Leaders

of the political groups on the Council. These are reported to the Cabinet for information.

Financial Implications:

There are no financial implications.

Appendices:

None.

Background papers:

[Annual Appointments Report 2023/24](#)

Please include a glossary of terms, abbreviations and acronyms used in this report.

| Term | Meaning |
|------|---------|
| | |

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