

AGENDA FOR CABINET



Contact: Chloe Ashworth
Direct Line: 0161 253 5132
E-mail: c.ashworth@bury.gov.uk
Web Site: www.bury.gov.uk

To: All Members of Cabinet

Councillors : E O'Brien (Leader and Cabinet Member, Strategic Growth) (Chair), C Cummins (Cabinet Member, Housing Services), C Morris (Cabinet Member, Culture, Economy & Skills), A Quinn (Cabinet Member, Environment, Climate Change and Operations), T Rafiq (Cabinet Member, Corporate Affairs and HR), L Smith (Deputy Leader and Cabinet Member, Children and Young People), T Tariq (Deputy Leader and Cabinet Member, Health and Wellbeing), S Thorpe (Cabinet Member, Finance and Transformation) and S Walmsley (Cabinet Member, Communities and Inclusion)

Dear Member/Colleague

Cabinet

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

Date:	Tuesday, 16 July 2024
Place:	Bury Town Hall
Time:	5.00 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 Friday, 12th July. 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 Thursday 11th July.

5 MINUTES *(Pages 5 - 12)*

Minutes from the meeting held on 05th June 2024 are attached.

6 PRESTWICH FUNDING - PART A *(Pages 13 - 34)*

Report of the Leader and Cabinet Member for Strategic Growth attached.

7 BURY MARKET & FLEXI HALL LEVELLING UP SCHEME – ENABLING AND MAIN WORKS CONTRACT - PART A *(Pages 35 - 52)*

Report of the Leader and Cabinet Member for Strategic Growth is attached

8 BUY BACK & ACQUISITIONS POLICY & PROCEDURES 2024 - 2028 *(Pages 53 - 94)*

Report of the Cabinet Member for Housing Services is attached.

9 PROPOSED MAJOR WORKS PROGRAMME FOR THE COUNCILS HOUSING STOCK 2024/25 *(Pages 95 - 102)*

Report of Cabinet Member for Housing Services attached.

10 PRU PHASE 2 WHITEFIELD CENTRE - PART A *(Pages 103 - 120)*

Report of the Deputy Leader and Cabinet Member for Children and Young People

attached.

**11 OBJECTIONS TO THE PROPOSED DISPOSAL OF PUBLIC OPEN SPACE
- LAND OFF MANCHESTER ROAD/RADCLIFFE ROAD, BURY**

Report of the Leader and Cabinet Member for Strategic Growth to follow.

12 SIX TOWN HOUSING BOARD GOVERNANCE *(Pages 121 - 224)*

Report of Cabinet Member for Housing Services attached.

**13 THE ACCEPTANCE OF THE LOWEST TENDER FOR THE
REPLACEMENT OF EXISTING STREET LIGHTING LANTERNS WITH LED
LANTERNS (PHASE 3) - PART A** *(Pages 225 - 228)*

Report of the Cabinet Member for Environment, Climate Change and Operations attached.

14 TOP PARK, RAMSBOTTOM 3G FOOTBALL PITCH *(Pages 229 - 236)*

Report of the Cabinet Member for Environment, Climate Change and Operations attached.

**15 YEAR END/QUARTER FOUR CORPORATE PLAN PERFORMANCE
REPORT 2023/24 AND SUBMISSION OF THE PRODUCTIVITY PLAN**
(Pages 237 - 284)

Report of the Cabinet Member for Finance and Transformation is attached.

16 STAR ACADEMY RADCLIFFE – CAPITAL COSTS - PART A *(Pages 285 - 292)*

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

17 BUDGET UPDATE REPORT *(Pages 293 - 310)*

Report of the Cabinet Member for Finance and Transformation is attached.

18 RADCLIFFE SCHOOL FUNDING *(Pages 311 - 316)*

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

**19 IMPLEMENTATION OF THE CHILDREN'S SERVICES LEADERSHIP
RESTRUCTURE** *(Pages 317 - 326)*

Report of Cabinet Member for Corporate Affairs and HR attached.

20 URGENT BUSINESS

Any other business which by reason of special circumstances the Chair agrees may

be considered as a matter of urgency.

21 EXCLUSION OF PRESS AND PUBLIC

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

22 THE ACCEPTANCE OF THE LOWEST TENDER FOR THE REPLACEMENT OF EXISTING STREET LIGHTING LANTERNS WITH LED LANTERNS (PHASE 3) - PART B *(Pages 327 - 330)*

Report of the Cabinet Member for Environment, Climate Change and Operations attached.

23 BURY MARKET & FLEXI HALL LEVELLING UP SCHEME – ENABLING AND MAIN WORKS CONTRACT - PART B *(Pages 331 - 414)*

Report of the Leader and Cabinet Member for Strategic Growth is attached.

24 PRU PHASE 2 WHITEFIELD CENTRE - PART B *(Pages 415 - 438)*

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

25 STAR ACADEMY RADCLIFFE – CAPITAL COSTS - PART B *(Pages 439 - 442)*

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

26 PRESTWICH FUNDING - PART B *(Pages 443 - 464)*

Report of the Leader and Cabinet Member for Strategic Growth attached.

Minutes of: CABINET

Date of Meeting: 5 June 2024

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

Also in attendance: Councillors Birchmore and Bernstein

Lynne Ridsdale, Chief Executive, Jacqui Dennis, Executive Director of Law and Democratic Services, Kate Waterhouse, Executive Director, Strategy and Transformation, Jeanette Richards, Executive Director Children and Young People Will Blandamer, Executive Director Health and Adult Care, Paul Lakin, Executive Director Place, David Catterall, Head of Commercial Services, Rachel Stirk, Service Manager (Education), Stephen Holden, Interim Director of Education and Skills, Simon Peet, Chief Accountant, Julie Gallagher, Head of Governance, Haroon Asghar, Policy Officer and Chloe Ashworth, Democratic Services.

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

Apologies for Absence: Councillor M Smith

CA.166 APOLOGIES FOR ABSENCE

Apologies were received from Councillor Mike Smith and Councillor Birchmore attended on his behalf.

CA.167 DECLARATIONS OF INTEREST

There were no declarations of interest.

CA.168 PUBLIC QUESTION TIME

There were no public questions.

CA.169 MEMBER QUESTION TIME

There were no Member questions.

CA.170 MINUTES

It was agreed:

That the minutes of the meeting held on 17th April 2024 be approved as a correct record.

CA.171 APPOINTMENT OF CORPORATE PARENTING CHAMPION

Councillor Smith was appointed as the Corporate Parenting Champion for Cabinet.

Councillor Smith requested that all the Cabinet Champion the role of a Corporate Parent at meetings.

CA.172 ADULT SOCIAL CARE PERFORMANCE QUARTER FOUR REPORT 2023/24

Councillor Tamoor Tariq, Deputy Leader and Cabinet Member for Health and Wellbeing presented the report regarding delivery of the Adult Social Care Strategic Plan, preparation for the new CQC Assessment regime for local authorities and an illustration and report on the department's performance framework for Quarter 4 2023-2024.

Members discussed the report and welcomed the progress made over the year.

In response to a member question Councillor Tariq advised that we do not have a designated date for review by the CQC. However, members were given reassurance that staff are prepared and engaged in networks with other authorities.

In response to a member question the Cabinet were informed that the number of reviews waiting for allocation has decreased and this has continued into 2024-2025.

Decision:

Cabinet noted the report.

Reasons for the decision:

N/A

Other options considered and rejected:

N/A

CA.173 CARE AT HOME REVIEW

Councillor Tamoor Tariq, Deputy Leader and Cabinet Member for Health and Wellbeing presented the report regarding the Care at Home review. The Care at Home service supports the vulnerable people of Bury with their assessed needs under the Care Act 2014. This includes support with personal care, moving and handling, nutrition and hydration, and medication. The current service was commissioned in October 2021 for a period of three years with an option to extend by a further period or periods of up to 24 months provided that the total term of the contract does not exceed a total of 5 years.

Decision:

Cabinet:

1. Approve a 12-month contract extension for all Lot 1 Care at Home providers (until 24 October 2025) due to evidence that contractual obligations are being met.
2. Approve a 12-month contract extension for Lot 2 Care at Home providers that are meeting contractual obligations (until 24 October 2025).
3. Delegate the decision regarding which Lot 2 provider contracts will be extended to the Strategic Leads for Integrated Commissioning.
4. Delegate finalisation and sealing of the deeds of extension required to give effect to the contract extensions to the Director of Law and Democratic Services in consultation with the Executive Director of Health and Adult Care. A decision will be made by mid-July

2024 regarding the Lot 2 providers that will and will not be extended, to allow a 3-month notice period to all.

Reasons for decision(s):

A 12-month extension will afford Commissioners the opportunity to complete comprehensive engagement with key stakeholders on a new model for Care at Home. Research on best practice in other local areas, workshops with providers to understand what works well currently and whether there are opportunities to do things differently, and engagement with residents, not only people who use the service, but also the Bury Older People's Network (BOPN) will take place. In addition, the re-tender will align to the annual fee-setting process in March.

Alternative options considered and rejected:

The option not to extend contracts and complete a full re-tender in 2024 was considered, but as described above, sufficient time is required to co-produce a new model.

CA.174 MILLWOOD PRIMARY SPECIAL SCHOOL - PROGRAMME UPDATE & REQUEST FOR APPROVAL TO APPOINT CONTRACTOR - PART A

Jacqui Dennis, Director of Law and Democratic Services provided an update regarding the report and confirmed that the figures supplied in Part B of the report are subject to validation and therefore Cabinet is not requested to confirm the full costs.

The report outlined a full explanation of the latest position, details of the programme and sought approval in principle of a fully costed bid from the contractors for the construction of the new wing and authorisation to enter into a Design and Build Contract with them.

Decision:

Cabinet:

1. Approved in principle the fully costed bid from the contractor together with the costs of the professional/consultant/client FFE costs fees for the construction of the new wing. All costs are to be covered by Children's Services capital funding.
2. Subject to such validation being obtained, noted that authorisation will be sought under the urgent Decision route under the Constitution to be followed for final approval.
3. Authorised the Director of Law and Democratic Services in consultation with the Cabinet Member for Children and Young People to finalise the terms of the Design and Build Contract to be entered into after such Urgent Decision has been obtained.

Reasons for decision(s):

Development of additional capacity at Millwood Primary Special School, as set out in the Project Safety Valve agreement between the Council and the Department for Education, is a key element of the specialist place sufficiency strategy. Taken together, the Agreement and strategy set out the business case for the development of new provision and expansion of existing specialist provision to meet increasing demand within Bury and reduce the reliance on placements in Independent Non-Maintained Special Schools (INMSS). The project at Millwood Primary Special School is a priority within this strategy.

Alternative options considered and rejected:

Whilst it is possible to re-procure the scheme, this would result in significant delay to delivery of the project with no certainty that costs will be reduced. The option to reprocure will remain,

to be pursued in the event that the costed bid is rejected. In that event all the work carried out to date will be utilised to form an integral part of the tender documents to be issued.

CA.175 PRU-PHASE 2-WHITEFIELD CENTRE-REQUEST APPROVAL TO INVITE TENDERS FOR WORK IN RELATION TO THE PUPIL REFERRAL UNIT - PART A

Councillor Lucy Smith, Deputy Leader and Cabinet Member for Children and Young People presented the report regarding the Pupil Referral Unit. The request is for approval to invite tenders for work in relation to the Pupil Referral Unit, and specifically in relation to the PRU's Whitefield Centre building. These are phase 2 of the works following the relocation of the main PRU building from Spring Lane to the New Kershaw Centre. Approval by Cabinet is required to proceed to tender to obtain a competitive construction price.

In response to a member question regarding consultation with residents, Councillor O'Brien, advised that any potential site that is looked at for the PRU will be done with a full extensive consultation.

Decision:

Cabinet:

1. Accepted the indicative budget and works programme, and
2. Approved the Whitefield Centre works to proceed to formal tender, using a pre-procured ESPO Framework, and subject to additional cabinet approval of the final contract sum prior to award and entering into contract with the preferred supplier/contractor.

Reasons for decision(s)

Approval of the works is required in order for the Whitefield Centre project to progress to tender phase. Key considerations within the document have informed both the scope and the methodology for carrying out the works as proposed.

Alternative options considered and rejected:

1. Delay instructing the contract: This would delay overall Whitefield Centre completion date by two months as Cabinet approval cannot be sourced in the August cycle. This would prevent the school from receiving the additional intake of pupils and they would have to be housed in alternative provision outside the Borough of Bury. This would also push the works into the winter months, potentially extending the duration on site and associated costs of construction.
2. Seek an alternative solution for the contract: The Council have considered alternative options to deliver the additional accommodation within the timescales provided. This included use of other Council owned property, and the use of modular accommodation on the existing site, partial refiguration only. No other Council owned property could meet the needs of the school within the available timescale. Partial reconfiguration would not provide the classroom accommodation the school requires and there was insufficient space within the school to site modular accommodation or extend. A split site was also discounted as the school would not have the staffing and safeguarding arrangement available to accommodate this. None of the alternative options explored where able to deliver the additional accommodation with the available timescales.

CA.176 DEVELOPER CONTRIBUTIONS FOR EDUCATION SUPPLEMENTARY PLANNING

DOCUMENT-CONSULTATION DRAFT

Councillor Eammon O'Brien, Leader and Cabinet Member for Strategic Growth presented the report regarding Developer Contributions for the Education Supplementary Planning Document. Members were advised it is proposed that, following the consultation, a further version of the Developer Contributions for Education SPD be brought back to Cabinet for formal approval.

If approved consultation will take place over the next six weeks and will welcome any comments, following this the report will be brought back to Cabinet for approval.

Members discussed the report and in response to a member question the Cabinet were informed that this will form part of local planning guidance and sit alongside the local plan.

Decision:

Cabinet:

1. Approved the draft Developer Contributions for Education SPD attached at Appendix 1 as the basis for a six-week public consultation commencing June 2024.
2. Agreed to delegate approval to the Executive Director of Place to make modifications to the draft Developer Contributions for Education Supplementary Planning Document - before consultation commences.

Reasons for decision(s):

1. To ensure that all stakeholders are given the opportunity to have their say on the draft Developer Contributions for Education Supplementary Planning Document.

Alternative options considered and rejected:

None

CA.177 PERMISSION TO TENDER - RADCLIFFE ENTERPRISE CENTRE

Councillor Eammon O'Brien, Leader and Cabinet Member for Strategic Growth presented the report regarding Radcliffe Enterprise Centre. The report sought permission to tender for a contractor to undertake the construction works required for the conversion of Radcliffe Library into an Enterprise Centre as part of the GM's UKSPF (UK Shared Prosperity Fund) SME (Small and Medium Size Enterprises) Workspace Fund (E22).

Members discussed the report, in response to a members question regarding Radcliffe Library Cabinet was informed that the intention is to find a suitable option for Radcliffe Library to be housed. One of the options is modular accommodation, another is temporary relocation sites with some sites needing to be looked at in more detail.

Paul Lakin, Executive Director of Place confirmed that an ideal solution and units are being looked at. Members will continue to be regularly informed throughout the process through meetings with Councillors.

In response to a members question regarding another location (Bridge Community Church/Centre), user preferences and community engagement the Leader provided assurance that users and staff are being kept up to date as and when updates are available. The Leader advised he will seek if the Bridge Community Centre has been considered as a potential location.

Decision:

Cabinet:

1. Approved the proposed route to tender for the construction of the Enterprise Centre via the North West Construction Hub (NWCH) framework.
2. Noted that a further report will be brought back to the September Cabinet meeting to approve the appointment of the preferred contractor.

Reasons for decision(s):

This a UKSPF funded project and is subject to strict timescales for completion. The project is progressing through the RIBA Stages and is currently on track. However, a delay in appointment of a contractor could significantly impact on progress leading to a failure to complete on schedule, bringing financial and reputational risk to the Council.

Alternative options considered and rejected Classification:

1. Delaying the decision to appoint a contractor has been discounted as this will significantly impact on the construction programme and risk non completion within the funding timescales.

CA.178 AWARDING OF FRESH FRUIT AND VEGETABLE CONTRACT TO A SUPPLIER ON BEHALF OF CATERING SERVICES

Councillor Tahir Rafiq Cabinet Member for Corporate Affairs and HR presented the report regarding the award of a contract relating to Fresh Fruit and Vegetable.

Decision:

Cabinet:

1. Approved the award of a contract relating to Fresh Fruit and Vegetable to the successful bidder for the period stated.
2. Authorise the Director of Law and Democratic Services in consultation with the Cabinet Member for Corporate Affairs and HR to finalise the terms of the contract to be entered into with the successful bidder.

Reasons for decision(s):

Ralph Livsey scored the highest across the three criteria proving best value, quality, and social / sustainable value. It is the best price for the quality to meet the needs of the catering provision as well as supporting Council's strategic priorities and meeting all governance and legal requirements.

Alternative options considered and rejected Classification:

The Schools Catering team can revert to the AGMA (Association of Greater Manchester Authorities) preferred supplier, to which Bury Council can access; Dunster's Farms, however the cost of using Dunster's is not best value or quality and creates further budget pressures to the catering service and overall council budget. Dunster's Farm is not ranked in the top 6 for Price, Quality or Social Value. If Ralph Livesey's are not awarded, procurement rules state that the supply would revert to Dunster's as part of the AGMA contract.

CA.179 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.180 MILLWOOD PRIMARY SPECIAL SCHOOL - PROGRAMME UPDATE & REQUEST

FOR APPROVAL TO APPOINT CONTRACTOR - PART B

Councillor Lucy Smith, Deputy Leader and Cabinet Member for Children and Young People presented the Part B report regarding Millwood Primary Special School. The report set out the full financial details.

Decision:

Cabinet

1. Approved in principle the fully costed bid from the contractor together with the costs of the professional/consultant/client FFE costs fees for the construction of the new wing. All costs are to be covered by Children's Services capital funding.
2. Subject to such validation being obtained, noted that authorisation will be sought under the urgent Decision route under the Constitution to be followed for final approval.
3. Authorised the Director of Law and Democratic Services in consultation with the Cabinet Member for Children and Young People to finalise the terms of the Design and Build Contract to be entered into after such Urgent Decision has been obtained.

Reasons for the decision:

As set out for Part A.

Other options considered and rejected:

As set out for Part A.

CA.181 PRU-PHASE 2-WHITEFIELD CENTRE-REQUEST APPROVAL TO INVITE TENDERS FOR WORK IN RELATION TO THE PUPIL REFERRAL UNIT - PART B

Councillor Lucy Smith, Deputy Leader and Cabinet Member for Children and Young People presented the Part B report regarding Millwood Primary Special School. The report set out the full financial details.

Decision:

Cabinet:

1. Accepted the indicative budget and works programme, and
2. Approved the Whitefield Centre works to proceed to formal tender, using a pre-procured ESPO Framework, and subject to additional cabinet approval of the final contract sum prior to award and entering into contract with the preferred supplier/contractor.

Reasons for the decision:

As set out for Part A.

Other options considered and rejected:

As set out for Part A.

COUNCILLOR E O'BRIEN
Chair

(Note: The meeting started at 6.00 pm and ended at 6.50 pm)



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

Report to:	Cabinet	Date: 16 July 2024
Subject:	Prestwich Village Regeneration Scheme: Delivery of Phase 1A (Travel Hub) – Legal Structure and Funding Approval (Part A)	
Report of	Leader and Cabinet Member for Strategic Growth	

Summary

1. The Prestwich Village Regeneration Scheme will deliver a comprehensive re-development of the Prestwich Village site including the Longfield Centre. The scheme will deliver attractive public realm alongside housing, civic, retail and leisure benefits at scale. The project contributes to the Council's strategic aims (Bury 2030) and 'Let's Do It' Strategy.
2. Extensive progress has been made on the development and implementation of the Prestwich Village Regeneration Scheme. The development is currently as RIBA Design Stage 3 and has completed detailed consultation with local residents. A Hybrid Planning Application for the project will be considered at the Planning Committee of 23rd of July.
3. The project team is now ready to deliver Phase 1A of the scheme which will provide a Travel Hub off Fairfax Road. This will facilitate the re-development of Rectory Lane Car Park and the wider regeneration of the site.
4. A funding strategy has been developed to facilitate delivery of Phase 1A of the development and has been approved in principle by the Joint Venture Management Board. This is presented in the report for approval.
5. A legal and procurement strategy to enable development of the Prestwich Scheme is highlighted within the report alongside detailed consideration of the approach by external legal advisors. This is also presented in the report for approval.

Recommendation(s)

6. Cabinet is recommended to:
 - Note progress made with the development of the overall Prestwich Village Regeneration scheme (the Scheme).

- Approve the recommended legal structure and procurement strategy for the appointment of the developer for the Scheme and appointment of a contractor for delivery of Phase 1 of the Scheme as set out in the Part B report.
- Approve the commencement of a procurement process by the Council for the delivery of Phase 1A (Travel Hub) of the Scheme in accordance with the legal structure and procurement strategy set out in the Part B report.
- Approval of the funding strategy to fund the delivery of Phase 1A (Travel Hub) to a maximum expenditure figure of £14m from the Council's existing capital programme.
- Note the treatment of The Prestwich Regeneration LLP as a contracting authority under the Public Contracts Regulations 2015 in the proposed legal structure and procurement strategy.
- Delegate authority to the Director of Law & Democratic Services in consultation with the Executive Director of Place and Leader to negotiate and complete detailed legal and procurement agreements associated with the delivery of the Scheme.

Reasons for Recommendation(s)

Legal Structure & Procurement Strategy

7. Cabinet approved the formation of a joint venture company (The Prestwich Regeneration LLP – The JV) with Muse Places Ltd (Muse) on 13th October 2021. This was on the basis that Muse had the benefit of an option agreement over a leasehold interest forming part of the Scheme and not as a consequence of any tendering procedure under the Public Contracts Regulation 2015 (PCR). Muse held an option to purchase the Longfield Centre and the Council relied on the "exclusive rights" exemption in Regulation 32 (2) (b) of the PCR.
8. It is now proposed that the Council will appoint The Prestwich Regeneration LLP as developer for the Scheme. The Council will make a direct award to Muse (via the Morgan Sindall Consortium LLP) via the Pagabo Developer Led Framework (Pagabo) and Muse will enter into a sub-Development Agreement with the JV. The JV will subsequently use a PCR compliant procurement route to secure the services of a building contractor for Phase 1 of the Scheme.
9. Pagabo was established in 2020 and offers a pre-procured route which enables local authorities to appoint developers directly where pricing is transparent and agreed upfront. Each successful supplier on the framework has already been subject to quality and price competition.

Funding Strategy

10. The Prestwich Regeneration LLP's JV Management Board has agreed the principle of the funding approach recommended in this report at the meeting 13th May 2024.
11. Funding of the project in line with option one described below is recommended. This utilises existing funding provision within the Council's Capital Programme and Medium-Term Financial Strategy (MTFS) to deliver Phase 1A of the Prestwich Village Regeneration Scheme.
12. Option one maintains momentum of delivery and ensures a key enabling phase of the scheme is completed under the published programme; releasing potential for housing growth on the site.
13. This strategy ensures the Scheme is 'shovel ready' increasing the attractiveness of the next development phase (Phase 1B) to external funders. It reduces the impact of construction cost inflation and reduces the likelihood that the Council will incur significant asset holding costs at the site.

Alternative options considered and rejected

14. As set out in Part B.

Report Author and Contact Details:

Name: Robert Summerfield
Position: Assistant Director of Regeneration Delivery
Department: Business, Growth & Infrastructure
E-mail: r.summerfield@bury.gov.uk

Name: Liz Gudgeon
Position: Major Projects Manager
Department: Business, Growth & Infrastructure
E-mail: e.a.gudgeon@bury.gov.uk

Background

15. As part of the Authority's vision for 2030, we are working collaboratively with our communities to achieve faster growth than the national average alongside lower levels of average deprivation. The 'Let's do it!' strategy focuses on building a better future for our children and young people, promoting inclusion, improving our environment and delivering improvements in quality of life.
16. The project aims to deliver a framework for modern urban living in Prestwich Village which delivers an active and liveable place, reducing dependence on the

motor vehicle, whilst providing local amenity and high-quality residential accommodation in a beautiful setting.

17. The Prestwich Village Regeneration scheme (the Scheme) aims to bring forward a cohesive programme of regeneration in Prestwich that will see the development of a new village centre which is inclusive, sustainable, reflects the needs and aspirations of local residents and delivers an attractive urban environment alongside a thriving local economy.
18. As noted in previous Cabinet reports, particularly the Cabinet report of 12th July 2023, the scheme has the potential to bring in significant capital investment which will help to deliver multi-faceted regeneration, economic growth, and environmental improvements in Prestwich Village.
19. To realise the vision, Cabinet approval was given on 13th October 2021 for the Council and Muse to legally form the Prestwich Regeneration LLP (the JV) to bring forward the multi-phase mixed use regeneration scheme.
20. Significant progress has been made since 2023 on the development of the scheme and the JV has reached a key milestone with the scheme where it is ready to deliver Phase 1A – the construction of the new Travel Hub.

Progress to Date

The Prestwich Regeneration LLP ('The JV')

21. The basis and rationale for the formation of the JV was as follows:
 - Muse had an option agreement over the Longfield Centre asset prior to its acquisition by Bury Council. The centre is integral to the regeneration scheme and Muse's consent would have been required for any entity to develop the centre and deliver the wider regeneration programme. The JV Partners agreed that the option would be transferred to the JV once established enabling a collaborative approach to be undertaken for the entire Prestwich site and associated land interests.
 - Collaboration with a national property developer ensured that the Council and JV would harness the benefits of Muse's commercial expertise and experience.
 - The JV would initially benefit from being able to operate outside of the PCR as it would not be considered to be a Contracting Authority, albeit strong procurement governance would be utilised via the JV's governance structure (the JV Board).
22. The recommended legal structure and procurement strategy for Phase 1 is in line with the original aims of the JV, except to the extent that the funding for Phase 1 from public sources means that contracts awarded to further Phase 1

will be treated as public contracts for the purposes of the PCR, and the Council and the JV as Contracting Authorities.

Community Consultation

23. Initial consultation activity via the first 'Community Conversation' took place between January 2023 – March 2023. The purpose of this activity was to find out what local people thought of the initial designs for the Scheme across a number of key themes. This was a start to shaping the designs for a new village centre.
24. 892 online and hard copy questionnaires were completed, up to 300 people attended a face-to-face drop-in session, 120 attended an online question and answer session, there was additional engagement with a various local groups and over 1,000 followers joined social media.
25. A second community conversation ('you said, we did') took place in Summer 2023 that gave local people the opportunity to feed back on the changes that had been made following the first community conversation. Such changes included increasing the amount of local retail space and introducing flexibility to cater for a range of independent business. It led to the creation of a direct, walkable link to the Metrolink stop; included more accessible parking; increased the green space; small changes to the height and location of key buildings; and; ensured the designs embrace and celebrate Prestwich's character.
26. In line with the first community conversation, events held were well attended. The design for the Scheme was progressively improved to enable a planning application to be submitted.

Planning Application

27. A hybrid planning application was submitted to the Local Planning Authority (LPA) early January 2024 and validated in February 2024. Phase 1 of the project was submitted in full and Phase 2 in outline:
 - Phase 1A – Travel Hub.
 - Phase 1B – Community Hub, Retail and Leisure Hub, Market Hall and Public Realm.
 - Phase 2 – Residential (circa 210 homes split over three plots).
28. The rationale underpinning the above phasing approach, with the delivery of the Travel Hub first is to ensure there is adequate car parking in the village centre throughout the delivery of the Scheme and to create opportunities for the JV to potentially retain retail tenants on the existing Rectory Lane car park during the construction of Phase 1B.

29. During the planning application determination period there were some internal changes to the Travel Hub in response to concerns raised by the local community regarding the number of car parking spaces. A more efficient arrangement inside the building has resulted in the number of parking spaces from 275 to 301 and the overall number of parking spaces across the Scheme has increased from 316 to 342. Other changes have included an increase to the distance between the Travel Hub building and neighbouring properties at Highfield Place, and changes to the façade as a result of improved natural ventilation to the structure.
30. A further period of consultation (including statutory consultation) took place 23rd May 2024 – 6th June 2024 on the updated plans.
31. The hybrid planning application will be considered for approval by Planning Committee on 23rd July 2024.

Delivery of Phase 1A (Travel Hub) of the Scheme

32. If approved, it is anticipated that the delivery of Phase 1A (Travel Hub) will commence in Autumn 2024 and be complete approximately 12 months later. It is forecast that the following milestones will be delivered under the timescale below:
 - Planning permission granted – July 2024.
 - Council appoints Muse as developer following receipt of planning permission.
 - Council and JV Management Board approval for JV to enter the development agreement with Muse for delivery of the Travel Hub and commence a procurement process to appoint a building contractor.
 - Cabinet and JV Board approval for JV to enter into a building contract with the successful bidder following PCR compliant procurement process – September 2024.
 - Letting of building contract by JV for delivery of the Travel Hub – September 2024.
 - Commence enabling/construction works – October/November 2024.
33. Under the current agreed programme for the scheme, it is expected that Phase 1B (Community Hub, Retail and Leisure Hub, Market Hall and Public Realm) will commence Q4 2025 to mid-2027, alongside the construction of the first residential plot of Phase 2 at the same time. The remainder of Phase 2 will follow from 2026/7 onwards.

Funding Strategy

34. As set out in Part B.

Recommended Funding Option

35. As set out in Part B.

Legal Structure and Procurement Strategy

36. As set out in Part B.

Delivery Phase including Phase 1A and Public Contract Regulations 2015

37. As set out in Part B.

Travel Hub Operations Management Strategy

38. The Council has the opportunity to operate the proposed Travel Hub created in Phase 1A of the Scheme or to contract this out to a Private Sector operator under a management agreement or lease arrangement. Further due diligence will be required before a recommendation is made to Elected Members. This element of the Scheme will form part of a further report to Cabinet at a later date.

Links with the Corporate Priorities:

39. The redevelopment of Prestwich Village supports delivery of the 'Let's Do It!' strategy and the four principles that underpin it as they all have a correlation to how the Council will design the future of our towns:

Local Neighbourhoods: The delivery of the Scheme will support the Council fulfil the aims of the neighbourhood delivery model, making the borough a safe place to live, putting the borough on track for carbon neutrality and building houses that are homes.

In summary, the Scheme will:

- Provide a new community hub that will re-provide a modern-day library, adult learning provision, community space and health related services which will be a true connection to the community and integrated public service teams in the village centre.
- Build new homes will endeavour to meet the eco-homes standard and be high quality, carbon neutral and affordable.
- Promote active travel – provision of a travel hub and walking and cycling routes that will connect people with local amenities.

- Design a new village centre that will include 'secure by design' principles to allow people to feel safe and secure.

Enterprise to drive economic growth and inclusion: The Scheme will:

- Create more flexible and innovative/digital workspaces for local entrepreneurs to grow.
- Modern retail space to encourage more new and independent businesses to open and remain in Prestwich.
- Invest in the physical infrastructure and work with key stakeholders such as Transport for Greater Manchester to enable local people to access employment and training opportunities to contribute to the growth of the local economy.

Delivering Together: The Scheme will:

- Make sure that everyone's voice is heard via community engagement/consultation at various stages of the development of the Scheme and through a variety of media platforms, including a dedicated website.
- Develop new buildings which will promote the use of them as community assets i.e. community hub, market hall and public realm which will in turn, support community involvement and organisations and connect people to them.
- Provide the opportunity to drive digital inclusion through the use of the latest technology in the new buildings.
- Provide better transport connectivity through its design and involvement of the Active Travel agenda.

A Strength-Based Approach: The Scheme will:

- Promote community wealth building and community capacity as community groups have and will continue to be encouraged to be part of the community engagement/consultation processes.
- Build on previous links to development the scheme that have been made with Bury VCFA.
- Provide flexible community space in the community hub and outdoor space for events that will promote community inclusion within the village.

- Recognise the importance of population health due to the likely relocation of the existing NHS services into the community hub building, as well as providing the opportunity to increase health provision in the village.

Equality Impact and Considerations:

40. A full Equality Impact Assessment has been completed and it has been concluded that there will be a neutral effect on all groups of people with protected characteristics as the approval is to agree the funding strategy and legal structure/procurement strategy between Bury Council and the JV to appoint a contractor to deliver Phase 1A (Travel Hub) via a PCR compliant framework.

Environmental Impact and Considerations:

41. One of the Scheme's objectives is to deliver a sustainable development. As noted in the report to the 12 July 2023 Cabinet, delivering sustainable developments is now a primary goal for the Prestwich Regeneration LLP. It has adopted Muse's Sustainability Strategy which includes a Sustainable Development Brief and Sustainable Action Plan which will be utilised on the Scheme – both making up the Sustainable Development Strategy.
42. The Planning and Regeneration Statement submitted as part of the hybrid planning application provides summary detail on the environmental impact of the Scheme, including carbon emissions and biodiversity. It states that:

“The scheme will be low and net zero carbon by design – sustainability and carbon reduction are fundamental to the proposals. Proposed measures include new energy and water efficient buildings to minimise carbon in operation, the use of sustainable building materials to reduce upfront embodied carbon, photovoltaic panels and air source heat pumps.”

“The proposals for Prestwich Village will secure a significant increase in biodiversity when compared with what is on the site at the moment. The proposals will uplift biodiversity by more than 40%. This will be supported by significant levels of new tree planting, open spaces and public spaces where people and nature can thrive.”

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
Build cost inflation because of wider economic conditions, resulting in greater uncertainty in predicting costs.	Robust tendering to be undertaken in addition to adequate allowances to be included within cost plan as contingency.

Risk / opportunity	Mitigation
Procurement challenge to developer appointment.	See legal implications.
Availability of external funding.	Continued and structured engagement with external funding bodies alongside political influence at GM level.
Planning permission withheld (23 rd July 2024).	Pre-planning engagement process undertaken in detail alongside community consultation.
Site unknowns/'abnormals' discovered during delivery phase.	Site investigations carried out under design phase.

Legal Implications:

43. It is noted that the funding for Phase 1A of the Scheme will come entirely from public resources. The PCR require adherence by “contracting authorities” which is defined by Regulation 2 as including local authorities and “bodies governed by public law”, the latter having all of the following characteristics:
- they are established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character;
 - they have legal personality; and
 - they have any of the following characteristics:
 - they are financed, for the most part, by the State, regional or local authorities, or by other bodies governed by public law;
 - they are subject to management supervision by those authorities or bodies; or
 - they have an administrative, managerial or supervisory board, more than half of whose members are appointed by the State, regional or local authorities, or by other bodies governed by public law.
44. The Council proposes to appoint Muse as the developer of the Scheme, and Muse in turn will sub-contract its responsibilities to the JV. By virtue of the public nature of the funding made available for Phase 1, the JV will be deemed to be a body governed by public law for the purposes of the PCR.
45. The Council has obtained external legal advice regarding the legal and procurement structure options which might be adopted in order to advance the Scheme to the next stage, and the relative legal risks of each. This advice is set out in Part B.
46. The Council is mindful of the need to ensure that best value can be achieved by the procurement strategy adopted for Phase 1A. The chosen procurement route

will initially use the Pagabo Framework. Suppliers accepted onto the framework have already been subject to quality and price competition. The use of a PCR compliant procurement process to award the building contract will ensure that these works are also subject to robust quality and price competition.

47. Members are asked to note that these decisions are subject to the outcome of the Planning application due to be heard on 23rd July.

Financial Implications:

44. The cost of the proposal is in line with the approved capital programme and revenue financing costs that have been included within the current medium term financial strategy.

Appendices:

None.

Background papers:

- October 2019 Cabinet Paper
(<https://councildecisions.bury.gov.uk/ieListDocuments.aspx?CId=126&MId=2388&Ver=4>)
- March 2021 Cabinet Paper
(<https://councildecisions.bury.gov.uk/ieListDocuments.aspx?CId=126&MId=2671&Ver=4>)
- May 2021 Cabinet Paper
(<https://councildecisions.bury.gov.uk/ieListDocuments.aspx?CId=126&MId=2867&Ver=4>)
- Oct 2021 Cabinet Paper
(<https://councildecisions.bury.gov.uk/ieListDocuments.aspx?CId=126&MId=2867&Ver=4>)
- July 2024 Cabinet Paper
(councildecisions.bury.gov.uk/documents/g3412/Public_reports_pack_12th-Jul-2023_18.00_Cabinet.pdf?T=10)
- Planning and Regeneration Statement January 2024

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

Term	Meaning
Prestwich Regeneration LLP	[Referred to as 'the JV'] The joint venture company that comprises of Bury Council and Muse Places Ltd that has been established to deliver the Prestwich Village regeneration scheme.
PCR	Public Contract Regulations 2015 (Statute).

Term	Meaning
Pagabo Developer Led Framework ('Pagabo')	A PCR compliant procurement framework that enables Bury Council to directly access a supplier that has previously undergone a process to demonstrate best value.
Public Works Loan Board (PWLB)	A Prudential Borrowing facility for capital projects that provides loans to local authorities. It operates within a policy framework set by HM Treasury.
GMCA	Greater Manchester Combined Authority.
DLUHC	Department for Levelling Up, Housing and Communities.
MTFS	Medium Term Financial Strategy (medium term financial plan for Bury Council).

Equality Impact Analysis

This equality impact analysis establishes the likely effects both positive and negative and potential unintended consequences that decisions, policies, projects and practices can have on people at risk of discrimination, harassment and victimisation. The analysis considers documentary evidence, data and information from stakeholder engagement/consultation to manage risk and to understand the actual or potential effect of activity, including both positive and adverse impacts, on those affected by the activity being considered.

To support completion of this analysis tool, please refer to the equality impact analysis guidance.

Section 1 – Analysis Details (Page 5 of the guidance document)

Name of Policy/Project/Decision	Prestwich Village Regeneration Scheme: Delivery of Phase 1A (Travel Hub) – Legal Structure and Funding Approval
Lead Officer (SRO or Assistant Director/Director)	Rob Summerfield, Assistant Director of Regeneration Delivery
Department/Team	BGI / Major Projects
Proposed Implementation Date	17 th July 2024 onwards
Author of the EqlA	Liz Gudgeon, Major Projects Manager (Prestwich)
Date of the EqlA	01/07/24

1.1 What is the main purpose of the proposed policy/project/decision and intended outcomes?

(Can embed or link to existing report/document in this section)

To approve the recommended legal structure, procurement strategy and funding strategy for the delivery of Phase 1A (Travel Hub) of the Prestwich Village Regeneration Scheme.

In terms of the legal structure and procurement strategy, approval is also being sought for Bury Council to commence the recommended procurement process in accordance with the legal structure of the existing Prestwich Regeneration LLP (the Joint Venture partnership with Muse) and for Bury Council to be treated as a contracting authority under the Public Contract Regulations (PCR) 2015. This is to ensure the procurement route complies with these regulations and can demonstrate best value.

The other outcome is to seek approval to fund the delivery of Phase 1A (Travel Hub) as per the funding strategy that has previously been agreed at JV Board 13th May 2024.

The legal structure, recommended procurement strategy and funding strategy are complete, hence asking for approval through the Cabinet report. The actual procurement process to appoint a contractor to deliver the Travel Hub will commence post Cabinet approval will be concluded prior to the commencement of works on site i.e. September/October 2024.

The key stakeholders are:

- Internal – Bury Council's Legal and Finance teams have been supporting the Major Projects team with advice, guidance, support and decision making with the review of the legal structure and procurement and funding strategies.
- External – Engagement with Muse (as the Joint Venture partner) due to their legal position in the Prestwich Regeneration LLP (the Joint Venture) and a legal lawyer to support the Council with a review of the legal structure and procurement strategy.

Section 2 – Impact Assessment (Pages 6 to 10 of the guidance document)

2.1 Who could the proposed policy/project/decision likely have an impact on?

Employees: **Yes/No (state reasons for answering 'no')**

Community/Residents: **Yes/No (state reasons for answering 'no')**

Third parties such as suppliers, providers and voluntary organisations: **Yes/No (state reasons for answering 'no')**

If the answer to all three questions is 'no' there is no need to continue with this analysis.

2.2 Evidence to support the analysis. Include documentary evidence, data and stakeholder information/consultation

Documentary Evidence:

The Prestwich Regeneration LLP (Joint Venture company with Muse) was approved at Cabinet on 13th October 2021 and there is a Joint Venture Agreement in place. Through this agreement, Bury Council has relied on exclusive rights to be able to appoint Muse as a partner without competition but at the time, it was acknowledged that this was not without a risk of challenge. There is also a risk of challenge as to how Muse will appoint a building contractor to deliver Phase 1A (Travel Hub).

To therefore reduce the identified risk, it has been determined that the Pagabo Developer-Led Framework should be used to enable the Council to legally appoint Muse who in turn can legally appoint a building contractor and that by doing so can demonstrate compliancy with the PCR 2015 and show best value.

Copies of the Joint Venture Agreement and Pagabo Framework Agreement will not be appended to this EqlA as they are commercially sensitive.

The funding strategy was discussed and approved at the Joint Venture Board meeting on 13th May 2024. There is documentary evidence, but this will also not be appended to the EqlA as it is an internal financial document, but it does justify how Phase 1A (Travel Hub) can be funded.

Data:

Relevant data to the decisions required is contained in the reports referred to in the above section.

Stakeholder information/consultation:

The key stakeholders are:

- Internal – Bury Council’s Legal and Finance teams have been supporting the Major Projects team with advice, guidance, support and decision making with the review of the legal structure and procurement and funding strategies.
- External – Engagement with Muse (as the Joint Venture partner) due to their legal position in the Prestwich Regeneration LLP (the Joint Venture) and a legal lawyer to support the Council with a review of the legal structure and procurement strategy.

With regard to the decisions required, it was not relevant to consult with other external stakeholders e.g. public, community groups etc.

The approval of the recommended legal structure and procurement strategy for the delivery of Phase 1A (Travel Hub) of the Prestwich Village Regeneration Scheme has a neutral impact on each of the nine protected characteristics as it is focussed on demonstrating compliance with the PCR 2015 and best value. This is not directly linked to any groups of people with protected inclusion characteristics.

The approval of the funding strategy is a finance-related matter and also does not directly link to any groups of people with protected inclusion characteristics.

2.3 Consider the following questions in terms of who the policy/project/decision could potentially have an impact on. Detail these in the impact assessment table (2.4) and the potential impact this could have.

- Could the proposal prevent the promotion of equality of opportunity or good relations between different equality groups?
- Could the proposal create barriers to accessing a service or obtaining employment because of a protected characteristic?
- Could the proposal affect the usage or experience of a service because of a protected characteristic?
- Could a protected characteristic be disproportionately advantaged or disadvantaged by the proposal?
- Could the proposal make it more or less likely that a protected characteristic will be at risk of harassment or victimisation?
- Could the proposal affect public attitudes towards a protected characteristic (e.g. by increasing or reducing their presence in the community)?
- Could the proposal prevent or limit a protected characteristic contributing to the democratic running of the council?

2.4 Characteristic	Potential Impacts	Evidence (from 2.2) to demonstrate this impact	Mitigations to reduce negative impact	Impact level with mitigations Positive, Neutral, Negative
Age	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to the age of an individual.	n/a	Neutral
Disability	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to an individual with a disability.	n/a	Neutral
Gender Reassignment	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to gender reassignment.	n/a	Neutral
Marriage and Civil Partnership	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to the status of an individual.	n/a	Neutral

2.4 Characteristic	Potential Impacts	Evidence (from 2.2) to demonstrate this impact	Mitigations to reduce negative impact	Impact level with mitigations Positive, Neutral, Negative
Pregnancy and Maternity	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to an individual with pregnancy and maternity needs.	n/a	Neutral
Race	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to the race of an individual.	n/a	Neutral
Religion and Belief	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to the religion and belief of an individual.	n/a	Neutral
Sex	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to the sex of an individual.	n/a	Neutral

2.4 Characteristic	Potential Impacts	Evidence (from 2.2) to demonstrate this impact	Mitigations to reduce negative impact	Impact level with mitigations Positive, Neutral, Negative
Sexual Orientation	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to the sexual orientation of an individual.	n/a	Neutral
Carers	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to an individual with caring responsibilities.	n/a	Neutral
Looked After Children and Care Leavers	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to looked after children and care leavers.	n/a	Neutral
Socio-economically vulnerable	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to the socio-economic background of an individual.	n/a	Neutral

2.4 Characteristic	Potential Impacts	Evidence (from 2.2) to demonstrate this impact	Mitigations to reduce negative impact	Impact level with mitigations Positive, Neutral, Negative
Veterans	None	The approval of the recommended legal structure and procurement and funding strategies are irrelevant to veterans.	n/a	Neutral

Actions required to mitigate/reduce/eliminate negative impacts or to complete the analysis

2.5 Characteristics	Action	Action Owner	Completion Date
Not applicable			

Section 3 - Impact Risk

Establish the level of risk to people and organisations arising from identified impacts, with additional actions completed to mitigate/reduce/eliminate negative impacts.

3.1 Identifying risk level (Pages 10 - 12 of the guidance document)

Impact x Likelihood = Score	Likelihood			
	1	2	3	4

			Unlikely	Possible	Likely	Very likely
Impact	4	Very High	4	8	12	16
	3	High	3	6	9	12
	2	Medium	2	4	6	8
	1	Low	1	2	3	4
	0	Positive / No impact	0	0	0	0

Risk Level	No Risk = 0	Low Risk = 1 - 4	Medium Risk = 5 – 7	High Risk = 8 - 16
------------	-------------	------------------	---------------------	--------------------

3.2 Level of risk identified	Low = 4
3.3 Reasons for risk level calculation	<p>The Major Projects team has fully engaged with and involved the Council's Legal (including procurement lawyer) team to ensure that the legal structure/procurement strategy complies with the PCR 2015 and can evidence best value by using the Pagabo Developer-Led Framework. This may still result in a small challenge to the Council subject to the selected building contractor or other contractors that may not be on this framework, but this can be mitigated through the correct usage of the framework and justification of why this framework has been selected.</p> <p>The Council's Finance team has led on the development of the funding strategy and has determined the best route to enable Phase 1A (Travel Hub) to be delivered with little financial risk to the Council. Mitigating factors have been built into the funding strategy.</p> <p>With regards to external stakeholders e.g. local community, there is no risks with regards to the content of this Cabinet report directly affecting them as individuals e.g. quality of life, access to services etc.</p>

Section 4 - Analysis Decision (Page 11 of the guidance document)

4.1 Analysis Decision	X	Reasons for This Decision
There is no negative impact therefore the activity will proceed		
There are low impacts or risks identified which can be mitigated or managed to reduce the risks and activity will proceed	X	Please refer to 3.3
There are medium to high risks identified which cannot be mitigated following careful and thorough consideration. The activity will proceed with caution and this risk recorded on the risk register, ensuring continual review		

Section 5 – Sign Off and Revisions (Page 11 of the guidance document)

5.1 Sign Off	Name	Date	Comments
Lead Officer/SRO/Project Manager	Liz Gudgeon	01/07/24	
Responsible Asst. Director/Director	Rob Summerfield	01/07/24	
EDI	Lee Cawley	02/07/24	

EqlA Revision Log

5.2 Revision Date	Revision By	Revision Details



Classification: Exempt	Decision Type: Key
----------------------------------	------------------------------

Report to:	Cabinet	Date: 10 July 2024
Subject:	Bury Market & Flexi Hall – Enabling Works & Main Works tendered cost / approval to progress Enabling Works & Main Works packages (Part A)	
Report of	Leader and Cabinet Member for Strategic Growth	

Summary

- 1.1 The purpose of this report is to advise Cabinet of the Enabling Works and Main Works packages, that in line with the Bury Market & Flexi Hall project programme, will now need to be instructed through the Enabling Works and Main Works Contract. The project documents and programme milestones that inform and outline these Enabling and Main Works packages, and the associated interim tender price report, are appended to Part B of this paper.
- 1.2 The contract encompasses an initial period of Enabling Works because these advanced, preparatory works are required to be undertaken in sufficient time to ensure the construction site is ready for development delivery (which is the Main Works package). The initial period of Enabling Works will commence during August 2024 and continue until May 2025, and in doing so will overlap with the start of the Main Works package that is due to commence on site during October 2024. This sequential programming of Enabling Works and Main Works packages maximises cost and time programme efficiencies, whilst allowing the Council and Vinci Construction UK Ltd to smoothly transition from the current Pre-Construction Service Agreement (PCSA) in line with the agreed project programme. The Enabling and Main Works packages are outlined in the project programme and the interim tender price report which are appended to Part B of this paper.
- 1.3 The works packages included within the proposed Enabling Works and Main Works Contract, have been market tested and independently verified, and the interim tender report is appended to Part B of this paper.
- 1.4 The Enabling Works and Main Works packages also align with the cashflow spending commitments outlined in the agreed Levelling Up Fund Memorandum of Understanding (MOU), and ensure the project is compliant with the stipulation that all grant monies awarded from the fund are fully defrayed by March 2026, which is the proposed, revised spend deadline.
- 1.5 Since confirmation of the Levelling Up funding award in October 2021, the project has been subject to a quarterly reporting cycle to the Department of Levelling Up, Housing & Communities (DLUHC). The scheme's cashflow

forecast, delivery programme and risk management plan outlined in these returns have consistently reflected a Main Works construction programme which is phased to facilitate an initial series of advanced, preparatory works (the Enabling Works package).

Recommendation(s)

2.1 It is recommended that Cabinet:

- Approve the delivery of Enabling Works and Main Works packages to be undertaken by Vinci Construction UK Ltd.
- Accept the interim tender report recommendation that Vinci Construction UK Ltd undertake the Enabling Works and Main Works packages at the provisional contract sum set out in Part B of this report, and delegate final acceptance of a final contract sum up to a provisional maximum of £25,088,003.87 to the Director of Law and Democratic Services in consultation with the Executive Director of Place and Director of Finance and the Council Leader and Cabinet Member for Strategic Growth.
- Delegate finalisation and sealing of the Enabling Works and Main Works Contract including any clarifications to the Director of Law and Democratic Services in consultation with the Executive Director of Place and the Council Leader and Cabinet Member for Strategic Growth.

Reasons for recommendation(s)

3.1 Approval of the Enabling Works package is required for the Bury Market & Flexi Hall project to deliver various preparatory works on site. These works are required to be completed in advance, to ensure the Main Works construction phase can start on time in line with the agreed project programme, associated scheme cash flow and DLUHC Levelling Up grant spend deadline. Approval also extends to the Main Works package for the Bury Market & Flexi Hall project to progress to a construction phase without delay and to avoid jeopardising development delivery and grant funding expenditure obligations. Key considerations within this document have informed the Enabling Works and Main Works contract sum, the scope and methodology for carrying out the associated Enabling Works and Main Works packages and their phasing in line with the agreed project programme and grant funding agreement.

Alternative options considered and rejected

4.1 Delay instructing the Enabling Works and Main Works Contract:

Delaying the starting dates for the Enabling Works and Main Works packages would further delay both the full defrayment of the Levelling Up grant and the overall delivery of the Bury Market & Flexi Hall scheme. In turn this would

jeopardise the Council's obligations set out in the MoU as agreed with DLUHC and put at risk the Levelling Up grant monies.

- 4.2 Any further delay incurred would also erode confidence in the Council's ability to deliver a key strategic priority for Bury which is also critical to supporting the delivery of a number of major, corporate strategies and Team Bury initiatives including the Council's 'Let's Do It' Vision and Strategy, Bury Town Centre Regeneration Masterplan, Bury Town Centre Evening and Night Time Economy Strategy, Bury Economic Strategy, Bury Interchange redevelopment and the Millgate Strategic Regeneration Framework, amongst others.
- 4.3 Further delays to starting the Enabling Works and Main Works would also incur significant additional costs to the Council, including build cost inflation due to further scheme prolongation, and additional professional fees, including the Council's external professional team. Delays may also incur potential additional contractor preliminary costs that might feasibly be requested under the terms of the existing PCSA contract (the prelim rate currently stands at circa £8.1k per week).
- 4.4 On top of these costs, the Council would also incur additional, consequential costs in respect to extra rents and service charges that it will have to pay regarding the temporary accommodation that houses the Bury Market service (12 Princess Parade). The Council would also have to pay additional business rates charges in respect to those properties (Nos 2 – 10 Princess Parade) which it has already acquired in readiness for demolition and on whose cleared site the footprint of the new Flexi Hall will be constructed.
- 4.5 Furthermore, delays to instructing the Enabling Works and Main Works Contract could mean that subcontractor prices expire with the resulting risk that the overall tender price increases in line with market fluctuations at the time. In this regard, the tendered price is fixed until the anticipated date of a Cabinet approval decision (July 2024) but any delays beyond this date will risk the tender price increasing because Vinci's supply chain cannot fix prices for a longer period.

Report Author and Contact Details:

Name: Richard Spensley

Position: Major Projects Manager

Department: Business, Growth and Infrastructure

E-mail: R.Spensley@Bury.gov.uk

5.0 Background

5.1 In October 2021 the Council was notified of its successful bid to the Levelling Up fund for a £20million contribution towards the Bury Market and Flexihall project. Project delivery is progressing at pace to meet the challenging Levelling Up grant funding expenditure deadline and project delivery programme.

5.2 In summary, the project will deliver:

5.3 Flexi Hall - the creation of a high quality, flexible, multi-functional events facility adjacent to Bury Market and located at a key gateway to the Town Centre. Capitalising on the unique opportunity provided by substantial levelling up investment and Council capital match funding, the Flexi Hall is designed to provide an unparalleled, new opportunity to enhance, compliment and expand Bury's cultural, leisure and hospitality offer, including its evening and night-time economy. The Flexi Hall also creates space that can offer accommodation for a wide variety of other activities supporting business, community, wellbeing and educational organisations, for example. The Flexi Hall will also provide modern, fit for purpose accommodation for the Bury Market Service, including facilities for market management and operatives, a new Bury Market visitor reception and secure cash facility for Bury Market traders. The Flexi Hall incorporates a range of energy efficiency and sustainable features that will help contribute towards the Council achieving its Climate Action Strategy 2038 carbon reduction targets, including for example, c170 sq/m solar photo-voltaic (PV) roof panels, roof mounted air source heat pumps, and the widespread use of sustainable construction materials such as structural timber which is characterised by its lower levels of embodied carbon. The Flexi Hall aims to be actively managed as part of a co-ordinated Town Centre offer, and in conjunction with this aim, the Council is currently in the process of identifying a commercial operator for the facility (which is subject to an on-going procurement that is aligned with, but separate to the Levelling Up project);

5.4 Bury Outdoor Market improvement works – the last major refurbishment was undertaken in 1999 and the outdoor market facilities are in desperate need of investment to help sustain this crucial community, cultural and retail asset. The project investment will help protect and improve the fabric and appearance of the award-winning Market, whilst at the same time future proofing and enhancing its commercial attractiveness. The project will install new oversailing roof canopies above the outdoor market areas to protect the stalls, traders and customers. In conjunction with this work, associated essential repairs and maintenance upgrades to the outdoor market will also be undertaken. The oversailing roof canopies have been designed to offer the future potential for installing circa 2,000 sq/m solar PV panels. It is estimated that this could save circa 74 tonnes of carbon each year which would help significantly to reduce the Council's overall CO2 emissions and thereby supporting the Council achieve its Climate Action Strategy 2038 targets. The provision of PV panels would also provide an opportunity to generate sustainable power for the Market estate and a corresponding "invest to save" opportunity to offset the forecast operational

energy usage of the Flexi Hall and reduce the building's running costs (the installation of solar panels forms part of an on-going procurement that is aligned with, but separate to the Levelling Up project);

5.5 Public Realm – a new, high quality public realm environment will be created that will improve the integration and connectivity of the Flexi Hall with the Market estate and adjacent infrastructure including Bury Interchange, Millgate Shopping Centre and other civic infrastructure, including Kay Gardens. The new public realm will help promote active travel opportunities (walking, wheeling, cycling etc), and provide a range of new business, community and leisure opportunities, such as for outdoor events, pop-up markets, plus other features to further encourage greater pedestrian / customer dwell time, social cohesion and inclusion. The new public realm will incorporate both hard and soft landscape elements, including Sustainable Urban Drainage (such as rain gardens) to mitigate the effects of heavy rainfall and surface water run-off, together with enhanced general shrub planting and tree planting to encourage greater biodiversity and natural habitat creation in an urban area which is currently deficient. Overall, the public realm enhancements (including the palette of high-quality materials that will be used in its construction) will greatly improve the visual and aesthetic attractiveness of this key Town Centre gateway and enhance vistas / visual linkages between adjoining sites which in turn will help attract greater visitor numbers and overall footfall.

5.6 The Bury Market & Flexi Hall project will support Bury's continued economic recovery from the Covid-19 pandemic and cost of living crisis and will represent the first phase of the longer-term regeneration of Bury Town Centre over the next decade (subsequent phases of regeneration including the delivery of the Millgate Strategic Regeneration Framework, Bury Interchange redevelopment etc). In this regard, the project will provide the firm foundations for Bury Town Centre to maintain its vibrancy and status as one of the strongest town centres in Greater Manchester for years to come. In this regard, the project will support the development of a fairer, greener and more competitive and resilient local economy by delivering a more successful Town Centre which benefits the people and diverse neighbourhoods of Bury, its visitors and businesses. Of note, the project is designed to act as a catalyst that aims to help generate increased footfall and consumer spending, whilst attracting future development, inward investment and encouraging businesses to prosper.

5.7 As such, the project is aligned to supporting the delivery of several major, corporate strategies and Team Bury partner initiatives including:

- Bury Council's 'Let's Do It' Vision and Strategy
- Bury Town Centre Regeneration Masterplan
- Bury Town Centre Evening and Night-Time Economy Strategy
- Bury Economic Strategy (2024 – 2034)
- Bury Town Centre regeneration masterplan strategy

- Millgate Strategic Regeneration Framework
- Bury Interchange redevelopment

5.8 During the construction delivery of the Enabling Works and Main Works packages, Vinci will also implement a programme of Social Value activities that will benefit local people and local supply chain, SME businesses. A Social Value Action Plan has been prepared by Vinci with close co-operation of the Council and Team Bury partner organisations, including Bury College. Amongst others, Social Value activities that will be delivered by Vinci via the Bury Market & Flexi Hall project Enabling Works and Main Works Contract will include providing training, apprenticeships and work placements, support the Council's Corporate Parenting strategy, alongside a raft of other employment, education and community activities.

5.9 Development Site

5.10 The Bury Market & Flexi Hall project development site which is the focus of the Levelling Up and Bury Council matching investment, is contained within the red line boundary shown on the Location Plan (Appendix 1). The site centres on the outdoor areas of Bury Market where the new, oversailing roof canopies will be constructed and associated remedial works carried out. Bury Market will remain operational throughout the planned construction period to minimise any impact on trading. Construction work will therefore only be carried out by Vinci during non-market trading days (thereby avoiding Wednesdays, Fridays and Saturdays) and during evenings and night-time working. Any construction related impacts will be mitigated in these areas.

5.11 The development site also incorporates several land and property assets that will need to be demolished and cleared as part of the initial Enabling Works package to create the construction footprint of the new Flexi Hall and its associated Public Realm. A vacant possession strategy has now been largely implemented to ensure that these land and property assets are owned by the Council and are no longer occupied to facilitate their demolition and the subsequent construction activity.

5.12 The land and property assets which have now been acquired are:

- Properties located at Nos. 2 – 10 Princess Parade
- No. 1 Murray Road (the former Bury Council Markets Team office which is now temporarily relocated into No. 12 Princess Parade until the team's new accommodation within the Flexi Hall has been constructed and is ready for occupation)
- Land at Back Georgiana Street (adopted highway land located between No. 47 Market Street and No. 2 Princess Parade)

- Land parcel located between No. 10 and No. 12 Princess Parade (unadopted highway land)
- Property located at No 51 Market Street

5.13 The final remaining property lease to be acquired is No 47 Market Street (Admiral Casino / Luxury Leisure Ltd). The Council already owns the freehold of this property, and the lease surrender has also now been completed. The Council's vacant possession strategy is also facilitating Admiral Casino's relocation into a nearby property in Princess Parade (which is outside the red line boundary of the project development site). The internal strip out of this vacant property has now been completed and its subsequent fit out by Admiral is now imminent as is the submission of a gambling licence by Admiral. Vacant Possession of No 47 Market Street is programmed to be secured by the Council by the end of September 2024, in line with the agreed Bury Market & Flexi Hall project delivery programme. However, until the fit-out works have been completed by Admiral, a gambling licence granted and the on-going commercial negotiations with Admiral have been concluded, whilst possession is anticipated by end September 2024, this cannot be fully guaranteed at this stage. See also Assessment and Mitigation of Risk section below.

5.14 The development site also encompasses a portion of land located within the Council's Market Car Park which will be the site of the contractor's temporary works compound during the construction period. This site compound will house the contractor's site cabins, welfare facilities, plant and materials storage area etc, and will be installed during the mobilisation period (August / September 2024) as part of the Enabling Works package of contractor activities. All remaining areas of the Market Car Park will remain fully operational throughout the construction period and advanced signage / communications will be put in place advising shoppers and other Town Centre visitors about a choice of alternative, nearby car parking locations which they may also wish to use.

5.15 Planning consent for all the Enabling Works and Main Works packages (including the contractor's site compound) was granted during August 2023.

5.16 Programme:

5.17 The Enabling Works and Main Works scheme delivery programme has also been informed by the following:

- **Funding Requirements** – in line with the Memorandum of Understanding agreed with DLUHC regarding Levelling Up Fund (LUF) expenditure, all grant monies awarded must be fully defrayed by March 2025. However, following the advice, guidance and support of DLUHC, a project change request was recently submitted by the Council seeking a revised, proposed grant expenditure deadline of March 2026. A decision from DLUHC is currently

pending. In line with the above, the project cashflow has been forecast against the agreed Enabling Works and Main Works construction programme. Contracting and subsequent instructions are required to adhere to the timescales and milestones stated within the programme.

- **Deliverability and logistics** – the sequencing of Enabling Works and Main Works packages and duration of the programme are informed by survey works, design development, supply chain management, and overarching health and safety requirements; underpinned by industry standards and appropriate methodologies for the delivery of the construction works.
- **Value for money** – the phasing of the programme is intended to deliver the project as efficiently as possible; minimise the overall duration of the works and thereby reduce the cost of contractor preliminary costs, whilst also ensuring quality and health and safety are not compromised. An updated project Economic Cost and Benefits analysis (including updated Benefits Cost Ratio (BCR)) has also been prepared. This further demonstrates how the project continues to provide ‘strong / high’ value for public money (see Part B report).

Minimising operational disruption – the phasing of works has been carefully planned in such a way as to minimise disruption and mitigate the risk posed by the Enabling and Main work packages on the Bury Market operational service, Market traders and customers.

5.18 The Enabling Works and Main Works programme milestones are summarised in Part B of this report, which also contains the project Enabling and Main Works programme.

5.19 **Determining the Enabling Works and Main Works Contract Scope**

5.20 Following a procurement exercise via the North-West Construction Hub Framework in September 2021, the Council appointed Vinci Construction UK Ltd as the project’s construction partner. Under a two-stage design and build contract, Vinci firstly entered into a pre-Construction Service Agreement (PCSA) with the Council to develop the project proposals through the required design and cost development of RIBA Stages 2 – 4.

5.21 RIBA Stage 3 (planning designs and costs) concluded in August 2023 when planning consent was granted for the scheme by the Council.

5.22 RIBA 4 (technical designs and costings) were concluded in April 2024, following which Vinci commenced a market testing tender exercise with its supply chain. This exercise concluded in mid-June following which the tender price for the Enabling Works and Main Works packages has been subject to a detailed, independent commercial ‘due diligence’ exercise undertaken by the Council’s external cost consultants professional team (Gardiner & Theobald). This commercial ‘due diligence’ exercise is on-going as it continues to close out remaining tender queries. The interim tender report containing the provisional contract sum is appended to Part B of this paper. Pending Cabinet’s decision, final acceptance of a final contract sum up to a provisional

maximum of £25,088,003.87 will be delegated to the Director of Law and Democratic Services in consultation with the Executive Director of Place and Executive Director Finance and the Council Leader and Cabinet Member for Strategic Growth.

6.0 Links with the Corporate Priorities:

- 6.1 The Bury Market and Flexi Hall scheme supports the regeneration of Bury Town Centre and the delivery of each of the themes underpinning the Corporate 'Let's Do It!' strategy. These underpinning themes focus on building inclusive Local neighbourhoods, driving economic growth and Enterprise, shaping public services (Together) collaboratively with communities and businesses, and delivering improvements that are built on Bury's inherent Strengths. All these themes have a correlation about how Bury Town Centre is designed for the future so that it continues to remain vital and viable; a future where people travel less, buy locally, and work and access local services. To this end, the Council has had to think carefully about neighbourhoods and how they can be re-designed to work well. This includes Bury Town centre, its neighbouring communities as well as others across Bury, who depend on it to access services, for retail purposes, for work and business, and for a multitude of other usages including leisure and culture. The Bury Market & Flexi Hall levelling up and Council matching investment will play a major role in the delivery of these priorities and the resulting benefits that will be achieved.
- 6.2 The 'Let's Do It!' strategy acknowledges that we have an unprecedented opportunity to address some of our deepest challenges by seeking to build a fairer society that leaves no-one behind, tackling the climate emergency, as well as addressing inequalities of opportunity within the Borough. In this regard, the Council has embraced the national "Levelling Up" agenda with investment propositions, including the Bury Market and Flexi Hall scheme. This strategic investment in Bury Town Centre is fully aligned with the Council's 'Let's Do It!' strategy, Bury Town Centre regeneration masterplan, and other Team Bury strategic initiatives, whilst a detailed economic value / benefits cost analysis, and strategic case was included as part of the approved Levelling Up Funding bid.
- 6.3 The Flexi Hall and Bury Market levelling up investment will aim to ensure that Bury Town Centre maintains its status as one of the most economically viable in Greater Manchester as it continues to recover from the local impact of the Covid-19 pandemic and cost of living crisis. In doing so, scheme delivery will help to create the conditions that will generate significantly higher levels of visitor footfall and customer spend into the Market area and across the wider Town Centre. At the same time, this investment will future proof and protect Bury Market commercially and crucially, as a key civic and community asset. The scheme investment will enhance greater opportunities for social cohesion and inclusion, such as through the wide range of community, cultural and leisure activities that will be offered by the development. Furthermore, the contractor will

implement apprenticeships, skills enhancement and placement opportunities with local education providers. Wherever possible, Vinci will also seek to utilise a local supply chain for labour and materials. Vinci has established a charitable trust, which supports local community groups and charitable organisations to deliver programmes and projects being undertaken at a local level. A Social Value Action Plan has therefore been developed for the scheme by Vinci in collaboration with many other Council services and Bury's educational organisations, to ensure that every opportunity to deliver benefits for our diverse local communities are identified and brought forward. The contractor is fully appraised of the strategic drivers for the scheme and understands how this major capital investment will act as an enabler to realising key objectives and benefits underpinned by the Corporate 'Let's Do It!' strategy, Bury Town Centre masterplan and other major Team Bury initiatives that are in the development pipeline, including the Millgate Strategic Regeneration Framework, Bury Interchange redevelopment.

7.0 Equality Impact and Considerations:

7.1 The scheme has undertaken an Equality Impact Analysis (EIA) which is reviewed regularly as the scheme has been developed. This analysis considers the effect of scheme activity on different groups protected from discrimination under the Equality Act 2010. It aims to manage any associated risk on those affected by the change.

7.2 The following provides a brief outline of the outcomes of the EIA in respect to delivering the *general public sector duties* under the Act:

- Duty: To eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by Equality Act 2010. Outcome: The Bury Market Flexi Hall scheme will be an inclusive space that will be open and accessible to all.
- Duty: To advance equality of opportunity between people who share a protected characteristic and those who do not. Outcome: The scheme will support the inclusion of those who share any of Bury Council's recognized protected characteristics. As a Levelling Up scheme, it will support those who are socio-economically disadvantaged and promote opportunity celebrating Bury's cultural diversity. It also aims to respond to the needs of older members of the community and those with health conditions and disabilities.
- Duty: To foster good relations between people who share a protected characteristic and those who do not. Outcome: The design philosophy that underpins the Flexi Hall scheme aims to provide inclusive spaces for the benefit of all, including those groups / individuals who possess protected characteristics. We aim to make this implicit, rather than explicit, in the layout and design of spaces. These spaces (whether they are internal or external) should be natural to use and not draw unnecessary attention or single out users possessing any protected characteristics.

7.3 The scheme EIA has assessed the impact of the scheme in respect to each of the different groups protected by the Act. The outcomes are summarised below against each *protected characteristic*.

- Age: The Market is currently well-used by elderly residents and older people living alone. The scheme aims to ensure the viability and vitality of the Market is maintained so that it can continue to serve its users. The proposed public realm enhancements and the internal spaces within the Flexi Hall will make it more accessible and convenient to older people, whilst encouraging increased dwell time and enhancing opportunities for community cohesion. This will be further embedded through the delivery of event programmes within the Flexi Hall, including those aimed at elderly residents and older people living alone. We also aim to provide more services / programmes within the Flexi Hall for young people, who do not currently use the Market as often.
- Disability: The public realm will be improved making the Market and its surroundings more accessible, safer, convenient and legible for all users, including disabled users. The design and layout of the Flexi Hall internal spaces and facilities (including 1st floor lift access, Changing Places and DDA compliant WCs) have also been designed with disabled groups / individuals in mind. Wayfinding and signage will be improved with a view to accommodating disability needs (including individuals who have dyslexia, visual impairment). Health and community programming in the Flexi Hall would also aim to be tailored to support opportunity for disabled people as well as other groups.
- Gender: The Market is particularly well-used by women. The scheme aims to ensure the viability and vitality of the Market is maintained and future proofed so that it can continue to serve its existing users whilst providing new opportunities encouraging other groups and individuals who may not currently use the Market.
- Pregnancy or Maternity: The Flexi Hall provides the opportunity for health and community programmes that may support those who are pregnant or are postpartum. Consideration will also be made to further establish how the scheme can best support those who are breastfeeding or need baby change facilities (the designs currently provide baby changing facilities).
- Race: The scheme does not discriminate and has been developed to be open and inclusive to all, including supporting the continued use of the Market by BAME users. The Council will also continue to investigate the potential for promoting the Flexi Hall venue for Asian and other weddings (amongst others).
- Religion and Belief: The Flexi Hall is designed to be flexible and adaptable for its users and open and inclusive to all. For example, the operational planning of the building could help provide opportunity for quiet contemplation and prayer space.
- Sexual Orientation: The Flexi Hall is designed to be flexible and adaptable for its users and open and inclusive to all.

- Marriage or Civil Partnerships: The Flexi Hall is designed to be flexible and adaptable for its users and open and inclusive to all. The Council will also continue to investigate the potential for promoting the Flexi Hall venue for weddings including civil partnership ceremonies.
- Gender Reassignment: Health and community programming in the Flexi Hall has the potential to provide activities targeted to particular groups, including those who are impacted by the personal process of gender reassignment. The design of spaces within the Flexi Hall (including the provision of self-contained WC's) also reflects an ongoing consideration of gender recognition.
- Carers: The health and community programming in the Flexi Hall has the potential to provide programmes targeted to particular groups, including Carers.
- Looked After Children and Care Leavers: The scheme's Social Value Action Plan will include initiatives that will support the Council deliver its Corporate Parenting strategy. Furthermore, health and community programming in the Flexi Hall has the potential to provide activities targeted to particular groups, including looked after children and care leavers.
- Armed Forces personnel including veterans: Health and community programming in the Flexi Hall has the potential to provide programmes targeted to particular groups, including members of the armed forces reflecting amongst other aspects, Bury's strong historical links to the armed services.
- Socio-economically vulnerable: Bury is ranked in the top 10% most deprived parts of the country. Bury Market is a significant provider of employment and is particularly well-used by people from lower social grades and living in deprived neighbourhoods, including elderly people and those living alone. The scheme will help ensure the Market asset is maintained and continues to be commercially sustainable over the long term so that it can continue to serve its traders and users, as well as providing a location for bringing people together and fostering stronger social cohesion. The Flexi Hall will also create new commercial and events floorspace, generating additional FTE jobs that will benefit the local workforce, local businesses and its local supply chains.

8.0 Environmental Impact and Considerations:

8.1 The Bury Market Flexi Hall is designed so it has the potential to be carbon neutral in operation and is to a BREEAM Excellent standard. The Flexi Hall will incorporate photo voltaic (PV) solar panels sited on its roof which will help to generate sustainable, clean electrical power for the building and achieve building regulation compliance. The Flexi Hall design also incorporates roof mounted Air Source Heat Pumps which are a renewable energy source generating hot water and heat for the building. The timber cladding system to the Flexi Hall's external elevations and colonnade, is a visually attractive, renewable construction material which is also characterised by containing lower levels of embodied energy.

- 8.2 The new roof canopies that will be constructed over the outdoor market areas have been designed to be capable of accommodating the future installation / retro fitting of circa 2000 sq/ photo voltaic (PV) solar panels. In support of this, outline proposals have been discussed with potential PV suppliers and opportunities explored, including via the Greater Manchester Combined Authority's 'Go Neutral' procurement framework. Whilst the potential future provision of PVs on the market canopies is outside the scope of the levelling up scheme, this future opportunity is being actively investigated at the present time with a view to commencing procurement in winter 2024. The Bury Market & Flexi Hall scheme operational energy assessment indicates that the future provision of 2,000 solar PVs on the new roof canopies above the outdoor market could provide sustainable electrical energy that has the potential to fully off-set Flexi Hall's forecast energy usage. This would also significantly help to reduce day to day operational energy running costs.
- 8.3 The creation of a substantially improved public realm surrounding the Flexi Hall will interconnect with Bury Market, Millgate Shopping Centre, Bury Interchange and Kay Gardens, and provide greater opportunities for encouraging active travel. This includes improved connectivity and facilities for pedestrians and cyclists. This new, high quality design public realm will also incorporate a blend of hard and soft landscape features, including Sustainable Urban Drainage in the form of sub-surface water attenuation and a system of interconnected rain gardens that will help mitigate the adverse effects of high levels of heavy rainfall and localised flooding. These rain gardens together with newly created areas of general shrub and tree planting, will also greatly enhance opportunities for nature biodiversity and habitat creation. The construction of the public realm will also incorporate the recovery and re-usage of existing materials where-ever possible, such as existing concrete paving.

Assessment and Mitigation of Risk:

Risk issues	Management Strategy/ Mitigation
Strategic - Business and External risks	
Reputational – confidence in the ability of BC to deliver objectives undermined	Appointing an expert and experienced delivery team Effective project management structures Appropriate contingency provision in programming and budget Appropriate standard and negotiated clauses in the contract document (NEC 3 short form) to be used for Enabling Works and Main Works Contract (mirroring Radcliffe Hub NEC contract/s) Vacant possession strategy nearing completion Risk apportionment Ongoing proactive approach to risk management
Catastrophe risk – inherently unpredictable events – Covid, Brexit	
Regulatory risk – changes in laws and regulations New Levelling Up & Regeneration planning bill - new design standards New building regulations	
Delivery Risks	

Land Assembly Issue - No 47 Market Street (Admiral Casino) – vacant possession remains a high but reduced risk to project delivery due to mitigations in place (inc. revised, end September 2024 delivery programme VP date)	On-going commercial dialogue with Admiral Board Lease surrender completed Strip out of Admiral Casino relocation property (3-5 Princess Parade) completed and fit out start imminent Submission of gambling licence application pending (28-day determination period) Strategic level escalation inc. DLUHC Programme delivery re-phased, revised end September 2024 VP date
Site conditions – risk that adverse / unforeseen site conditions result in cost increases	Site investigations (inc. Outdoor market trial holes) Regular, proactive communication with utilities Appropriate cost planning and contractor engagement Form of contract / warranties etc
Build risk – risk associated with contractor management / underperformance / site characteristics	Effective contract management following the Government Construction Strategy involving: Form of contract – NEC 3 (replicating Radcliffe Hub scheme contract mechanisms) Soft-landing provisions - Operational led design Contract retentions
Supplier risk – availability of expert contractors for site clearance and specialist activities; risk of contractor failure	Procurement strategy Due diligence – transfer risk to main contractor Contracting – risk transfer Local labour vs established operators
Programme risk – LUF bid requirements	
Permissions – risk that delays in securing planning, building regs and highways approvals impacts on programme	Early design engagement with Highways Planning consent granted Pre-commencement conditions being addressed Managing statutory consultees
Procurement – the risk that strategy results in delays / impacts on objectives	Procurement strategy – smooth transition from PCSA (pre-construction) to Enabling Works and Main Works Form of contract – NEC programme is part of contract pack D&B approach Use of frameworks Early engagement with contractor
Financial risk	
Project costs – risk that capital costs increase above projections	Carry out investigations and site surveys Procure expert advice via consultant team. Tender Price due diligence Contingency and Optimism Bias allowance, including appropriate sums for Inflation, Risk, Asbestos Risk allocation to contractor (as stipulated in the contract) Monitoring of RS 3 and RS 4 designs via Technical Advisors Site Supervisor appointed and maintaining contractor relationship Value engineering throughout RIBA Stages

	Project budget oversight and management via internal and external governance structures
--	---

Legal Implications:

1. The Council must continue to comply with the terms of the DLUHC Levelling Up Grant and abide by the tight timescales noted earlier in this Report to maintain its eligibility for the funding.
2. The procurement route undertaken in this instance is a lawfully compliant route under the North-West Construction Hub Framework, a regional framework which allows access to a range of contractors which have already undergone a competitive process in respect of both price and quality.
3. It is acknowledged that this Report recommends delegation of the finalisation and sealing of the Enabling Works and Main Works Contract including any clarifications. The form of contracts used will be determined by the terms of the Framework.

Financial Implications:

The detailed financial implications are outlined in part B of this report with work being undertaken to enable the cost of the scheme to be delivered within the budget approved within the capital programme.

Appendices:

Appendix 1 - Location Plan

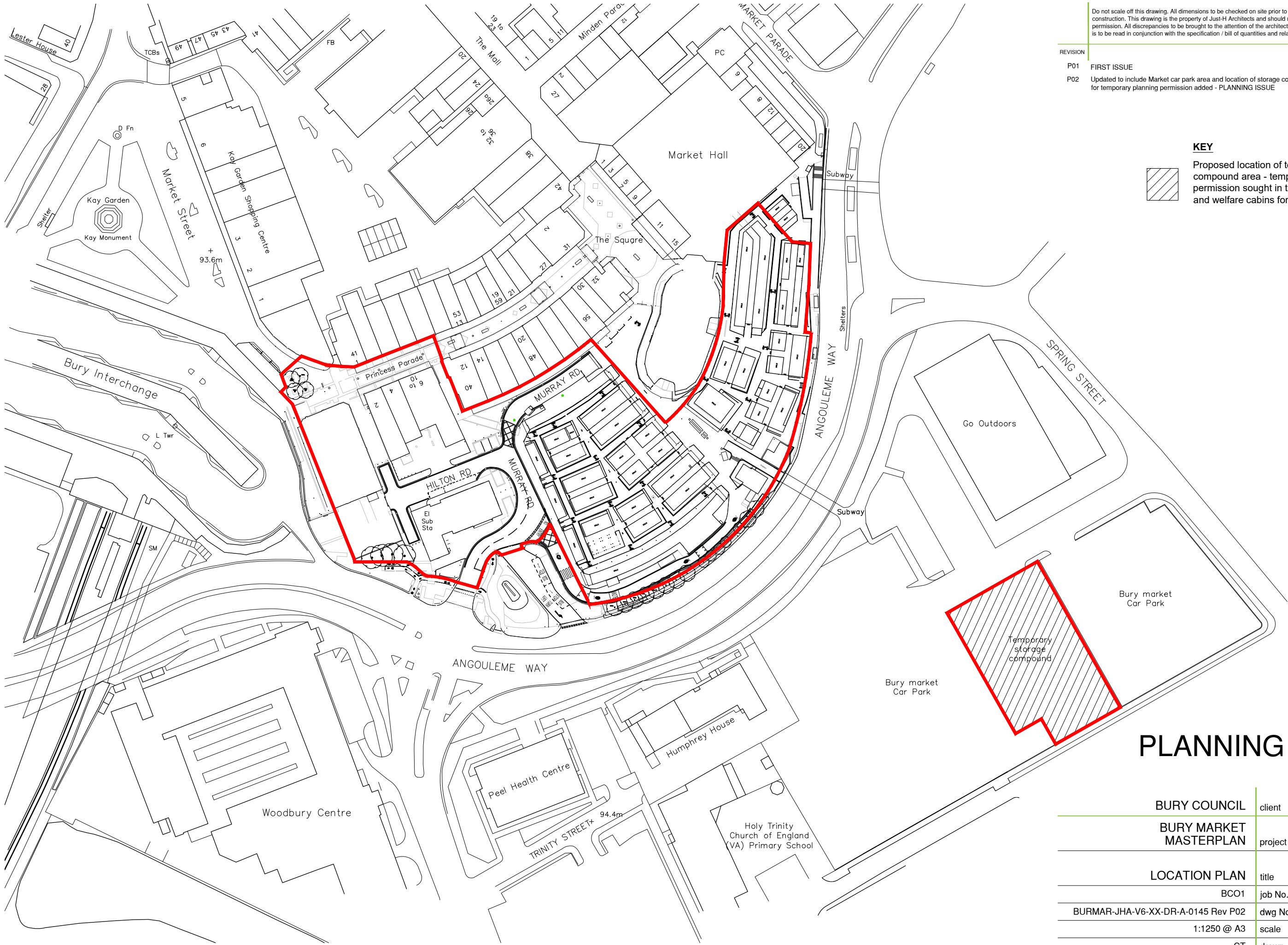
Background papers:

Enabling Works and Main Works provisional tender report and Enabling Works and Main Works project documents are included in Part B of this Cabinet Report.

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

Term	Meaning
PCSA	Pre-Construction Service Agreement signed between Bury Council and Vinci Construction Ltd

DLUHC	The Department of Levelling Up, Homes and Communities
MOU	Memorandum of Understanding grant agreement signed between Bury Council and DLUHC
LUF	Levelling Up Fund
RIBA	Royal Institute of British Architects (stages of work) including Stage 2 (concept design), Stage 3 (planning design), Stage 4 (technical design), Stage 5 (construction delivery)
DDA	Disability Discrimination Act (replaced by the Equality Act 2010)
NEC 3	New Engineering Contract suite – version 3
BREEAM	Building Research Establishment Environmental Assessment Method is a nationally recognised sustainability assessment method that is used to masterplan projects, infrastructure and buildings



Do not scale off this drawing. All dimensions to be checked on site prior to manufacture and construction. This drawing is the property of Just-H Architects and should not be reproduced without permission. All discrepancies to be brought to the attention of the architect immediately. This drawing is to be read in conjunction with the specification / bill of quantities and related drawings.

REVISION		
P01	FIRST ISSUE	03.04.23 CT
P02	Updated to include Market car park area and location of storage compound for temporary planning permission added - PLANNING ISSUE	21.04.23 CT

KEY



Proposed location of temporary site compound area - temporary planning permission sought in this area for site and welfare cabins for duration of works.

PLANNING ISSUE

BURY COUNCIL	client
BURY MARKET MASTERPLAN	project
LOCATION PLAN	title
BCO1	job No.
BURMAR-JHA-V6-XX-DR-A-0145 Rev P02	dwg No.
1:1250 @ A3	scale
CT	drawn



Just H
Architects

46 Manchester Road
Chorlton
Manchester
M21 9PH
0161 237 5500
info@justharchitects.co.uk

This page is intentionally left blank



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

Report to:	Cabinet	Date: 16 July 2024
Subject:	Buy Back & Acquisitions Policy & Procedures 2024 - 2028	
Report of	Cabinet Member for Housing Services	

1.0 Summary

- 1.1 This report presents a summary of the Buy Back & Acquisitions Policy & Procedures, which will support the Council to purchase residential dwellings in private ownership and convert them into social and affordable housing, to help meet housing needs in the borough and reduce homelessness.
- 1.2 The implementation of this policy will give the Council the opportunity to expand its housing portfolio, maximise rental income and take a more proactive and consistent approach to property acquisition. It will ensure that all transactions deliver value for money and meet the Council's strategic objectives.
- 1.3 Members are invited to review the report and associated policy and procedures (Appendix 1) and approve the recommendations.

2.0 Recommendation(s)

That the Cabinet:

- 2.1 Adopt the Buy Back & Acquisitions Policy & Procedures.
- 2.2 To note that in line with the constitution the approval of all acquisitions with a value up to £250,000 in association with this policy will be delegated to the Executive Director of Finance, in conjunction with the Director of Housing. Acquisitions with a value in excess of £250,000 will require Cabinet approval in accordance with the Council's constitution.

3.0 Reasons for recommendation(s)

- 3.1 There is a continuing shortage of social and affordable housing in the borough and this policy will help to address the deficit. It provides a legislative framework to support a range of property acquisitions under a single procedure, to ensure a consistent approach across the Council. This will enable effective governance, resource planning and monitoring.

4.0 Alternative options considered and rejected

- 4.1 Do nothing: This option has been rejected as the Council would not have a reliable framework in place for the acquisition of residential property.
- 4.2 Update the Council's Right to Buy, Buy Back Policy 2016: This option has been rejected as this policy dealt exclusively with the re-purchase of property

that had previously been sold under the Right to Buy legislation, and did not make provision for the broader range of acquisitions detailed within the new policy.

Report Author and Contact Details:

Name: Jacqueline Summerscales

Position: Unit Manager – Housing Strategy, Policy & Performance

Department: Business Growth & Infrastructure

E-mail: j.a.summerscales@bury.gov.uk

5.0 Background

- 5.1 Social and affordable housing plays a vital role in meeting the housing needs of low income and vulnerable residents by offering them secure and affordable accommodation. Under current legislation, the Council has a statutory duty to provide suitable accommodation to households in priority need.
- 5.2 Over the last 40 years, there has been a significant decline in social housing, leaving millions of people homeless or trapped in insecure, unaffordable private rented homes. Since 1991, there has been a national average annual net loss of 24,000 social rented homes.
- 5.3 The Right to Buy Scheme (RTB) has been a principal factor in the reduction of social housing both nationally and locally. There are no indications at present that this scheme will be revised or cancelled and, as such, the supply and delivery of new social housing remains exposed to the application of RTB. The table below illustrates the number of homes lost through RTB sales in the borough between 2018 and 2023:

Note:

Year	Number of sales	Sales in 2021 - 2022 were suppressed by the Covid-19 pandemic
2018/19	55	
2019/20	62	
2020/21	28	
2021/22	46	
2022/23	58	
<i>Total</i>	<i>249</i>	

6.0 Policy Overview

6.1 The Buy Back & Acquisitions Policy & Procedures replaces the Council's Right to Buy, Buy Back Policy 2016 which is

obsolete. The new policy incorporates the principles of the former policy but, has a much broader remit focussed on increasing the supply of social and affordable housing, to help meet housing need in the borough. It sets out a formal approach with appropriate guidelines for:

- the re-purchase of properties previously sold under the Right to Buy legislation,
- the acquisition of long-term empty properties in the borough,
- procurement of existing housing in private ownership that meets the needs of specific client groups and,
- New-build housing on private developments.

6.2 Properties acquired under this policy will be added to the housing stock and allocated to eligible applicants on the Council's housing waiting lists at a social or affordable rent (up to 80% of market rent and capped at Local Housing Allowance rates where appropriate unless otherwise agreed), to maximise rental income and ensure affordability. Rental income will be paid into the Housing Revenue Account (HRA) where appropriate.

7.0 Statute

7.1 The Council's key statutory powers for the acquisition of property in private ownership are contained within the Housing Act 1985, Local Government Act 1972, Local Government Act 2000 and the Housing (Right of First Refusal) (England) regulations 2005.

8.0 Funding

8.1 Property acquired under this policy can be funded through RTB capital receipts, revenue income and/or prudential borrowing from the HRA, accumulated commuted sums from section 106 planning agreements (where available), grant subsidy where applicable or, a combination of these funding streams where permitted, and/or other funding sources which may be available from time to time.

8.2 The financial resources available to support this policy may be dependent on the capacity of the HRA and, will be considered within the overall capital budget.

9.0 Financial Considerations and Risk

9.1 The Council will consider acquiring property where it is deemed to be financially viable and offers sustainable, strategic and social benefits to both the Council and wider community. All potential acquisitions will be subject to a land registry search to confirm ownership and ensure there are no outstanding legal charges that cannot be discharged during the conveyancing process and pre-acquisition suitability assessment, prior to undertaking a robust financial appraisal. The appraisal will take into account the gross purchase and refurbishment costs, compared to maintenance liabilities and the net revenue income from future rents and service charges (where applicable). Each appraisal will be approved by Finance prior to a decision being made.

9.2 Properties acquired under this policy whether new build or existing dwellings may be subject to the RTB scheme, unless they were acquired outside the

HRA or, exempt. The application of the cost floor rule offers some protection to the Council as it could, potentially, reduce the RTB discount amount – see Appendix 3 and 5 (Buy Back & Acquisitions Policy & Procedures).

Links with the Corporate Priorities:

1. The 'Let's do it Strategy' focuses on building a better future for residents, promoting inclusion and improving the environment. This policy supports the overarching principles of the strategy as it will help increase the housing stock and promote choice, to meet the needs of Bury residents including those with specific housing requirements:

Housing solutions – delivery of affordable housing to help address imbalance and increase capacity to meet the housing needs of Bury residents.

Growth – expanding the Council's housing portfolio to aid delivery of the Bury Housing Strategy and promote economic growth.

Inclusion – improved housing offer to increase choice and opportunity for residents.

Equality Impact and Considerations:

2. A full EqIA has been completed and is included as an appendix to this report. Positive impacts for some characteristics have been identified with some potential negative impacts for other characteristics. Negative impacts have been fully mitigated therefore the overall assessment is neutral.
-

Environmental Impact and Considerations:

3. Properties purchased under this policy will be refurbished to 'Decent Homes Standards' which will help improve housing conditions and remove blight associated with long-term empty properties. This standard is currently under review. It is anticipated that the revised standard will be aligned to the Government's environmental policies to achieve sustainable housing solutions.
-

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
Property acquired under this policy (whether new build or existing dwellings) may be eligible for RTB.	The application of the cost floor rule offers some protection as it could, potentially, reduce the RTB discount amount (see Policy, Appendix 5).

	Some properties are exempt from RTB including those that are particularly suitable for occupation by the elderly, physically disabled, mentally ill or intellectually disabled people (see Policy, Appendix 3).
The timing and frequency of potential acquisitions is beyond the Council's control which limits scope for budgeting.	A business case will be developed for each acquisition, to determine the availability of funding and financial viability at any given time.
Delayed decision making and process may result in aborted sale costs.	A robust financial appraisal will be undertaken when a suitable property is identified, to determine viability and productivity of the projected investment to enable prompt decision making.
Failed sales e.g. owners changing their minds/gazumping, resulting in a waste of time/resources and abortive sale costs.	This is beyond the Council's control. However, owners that genuinely want to sell their properties are unlikely to change their minds as the Council is offering market value for acquisitions.

Legal Implications:

Housing authorities are required to secure accommodation for applicants who have a priority need for accommodation (s193(2) Housing Act 1996). Interim accommodation must also be secured for applicants whom they believe may be homeless, eligible for assistance and have a priority need (s188(1) Housing Act 1996).

A local housing authority may provide housing accommodation by erecting houses, converting buildings into houses on land acquired for such purposes, or by acquiring houses (Part II of the Housing Act 1985). Under the legislation the housing authority may alter, enlarge, repair, or improve a house so erected, converted or acquired.

Financial Implications:

The policy clearly sets out affordability as a key criteria for any buy back arrangement being approved. In that case the impact on the Council's Housing Revenue Account of any buy back arrangement should be positive. The finance team are involved in the viability appraisal for each proposed buy back and examine all available funding at the time and propose the most financially beneficial option.

Appendices:

Appendix 1 - *Buy Back & Acquisitions Policy & Procedures 2024 – 2028*

Background papers:

None

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

Term	Meaning
Right to Buy scheme	A Government scheme that gives tenants of local authorities a legal right to buy their homes at a substantial discount.
Affordable housing	Broad term used to describe a collection of government schemes where properties are offered at below market value, either for sale or rent. It includes social rented housing and shared ownership.
Social housing	Social housing is a sub-set of affordable housing where rents are intrinsically linked to local incomes.

Bury Council

Buy Back & Acquisitions
Policy & Procedures

2024 - 2028

July 2024

Contents

1.0	Introduction.....	3
2.0	Policy Framework	3
3.0	Policy Approach and Process	5
3.1	<i>Legal Powers and Context</i>	5
3.2	<i>Acquisition Criteria</i>	6
3.3	<i>Exceptional Circumstances</i>	9
3.4	<i>Refusals/Rejections</i>	10
4.0	Funding	10
5.0	Financial Considerations and Risk	10
6.0	Governance and Accountability	12
7.0	Monitoring and Review	12
8.0	Appendix 1 – Buy Back & Acquisitions Process and Procedures	13
9.0	Appendix 2 - Right of First Refusal (Disposal Exemptions).....	17
10.0	Appendix 3 - RTB Exemptions	18
11.0	Appendix 4 - RTB Discounts and Re-Payment of RTB Discount.....	21
12.0	Appendix 5 – The Cost Floor Rule	22

1.0 Introduction

- 1.1 There is a chronic shortage of social and affordable housing in England with over 1.2 million families on social housing waiting lists and more than 96,000 living in unsustainable, unsuitable or temporary accommodation. The housing shortage has led to a significant increase in rents and property prices, acutely impacting low income and vulnerable households.
- 1.2 The Right to Buy (RTB) scheme has been a principal factor in the reduction of social and affordable housing in the borough. Since the introduction of the scheme in 1980, the Council has lost around 5,500 social rented homes.
- 1.3 Interest in the RTB scheme has fluctuated over the years in response to Government policy restrictions and promotions which have made the scheme either less or more financially attractive. There are no indications at present that the scheme will be revised or cancelled and, as such, new and existing social and affordable housing remains exposed to the application of RTB.

2.0 Policy Framework

- 2.1 This Policy replaces the Council's Right to Buy, Buy Back Policy 2016, which dealt exclusively with the re-purchase of property that had previously been sold under the RTB legislation.
- 2.2 The Buy Back & Acquisitions Policy & Procedure incorporates the principles of the former Right to Buy, Buy Back Policy but, has a much broader remit. It focuses on increasing the supply of good quality social and affordable housing in the borough to help meet the housing needs of Bury residents and reduce homelessness, and sets out a formal approach with guidelines for:
 - the re-purchase of properties previously sold under the RTB scheme,
 - the acquisition of long-term empty properties in the borough,

- procurement of existing housing that meets the needs of specific client groups and,
- New-build housing on private developments.

2.3 The implementation of this Policy will enable a consistent approach to the acquisition of property, ensuring that all transactions deliver value for money and meet the Council's wider strategic objectives.

2.4 Scope and Objectives

2.4.1 The aim of this Policy is to:

- a) Increase the supply of good quality social and affordable housing in the borough, including accommodation for those with additional support needs.
- b) Formalise procedures for buy backs and a range of residential property acquisitions, to enable the Council to act within timescales as and when opportunities arise.
- c) Provide a framework for assessing viability and value for money.
- d) Ensure appropriate reinvestment of RTB receipts to help reduce the impact of RTB sales.
- e) Maximise rental income.
- f) Reduce the number of empty properties in the borough.

2.5 It is acknowledged that this Policy will not compensate for the loss of social housing since the introduction of the RTB scheme but, it gives the Council the opportunity to expand and improve its housing portfolio.

2.6 This Policy does not apply to the compulsory purchase of properties that may be included in regeneration schemes or, the re-purchase of shared ownership properties.

3.0 Policy Approach and Process

3.1 *Legal Powers and Context*

- 3.1.1 The Councils key statutory powers for the provision of housing are contained within Section 9 of the Housing Act 1985. This legislation allows local authorities to build houses on land obtained for the purpose, convert buildings into houses and/or acquire houses. Although there is no express power to purchase houses for conversion into flats, houses may be purchased to 'provide housing accommodation' which, under Section 56 of the Act, includes flats (and under Section 9 (2) property acquired under sub-section 9 (1) can be 'altered'). In addition, the Council has the power to purchase land to build housing using income from its Housing Revenue Account (HRA) under Section 17 of the Act.
- 3.1.2 The Local Government Act 1972 permits the Council to acquire property for any of its functions or for the benefit, improvement and development of the borough. The Local Government Act 2000 introduced additional 'wellbeing' powers which enable the Council to do anything which it considers is likely to achieve the promotion or improvement of the economic, social or environmental wellbeing of the borough. This includes the power to incur expenditure and acquire property for specific projects or capital programmes.
- 3.1.3 The Housing (Right of First Refusal) (England) Regulations 2005 gives the Council a contractual right to purchase properties previously sold under the RTB legislation within a specific 10-year period. All properties (freehold or leasehold) sold under the RTB scheme in Bury since the 18 January 2005 are bound by the Right of First Refusal covenant. If an owner of a property bound by the covenant wishes to sell their property within 10 years of purchase, they must first offer the property back to the Council, regardless of whether there has been a previous offer made within the 10-year period, unless it is exempt (see Appendix 2).

- 3.1.4 This covenant is binding on successors in title, meaning that it still applies if the original secure tenant sells the property to a new owner and the new owner wants to sell within ten years of the original purchase date. The Council does not have a duty to buy back properties.

3.2 *Acquisition Criteria*

- 3.2.1 The Council may consider purchasing the following types of property if the acquisition is financially viable and offers sustainable, strategic and social benefits to both the Council and wider community:

1.	Properties previously sold by the Council under the RTB legislation that are bound by the Right of First Refusal covenant.
2.	Properties previously sold by the Council under the RTB legislation that are not bound by the Right of First Refusal covenant.
3.	Empty properties that have generally been empty for a minimum of six months (these may or may not be properties previously sold by the Council under the RTB legislation). The Council will prioritise long-term problematic empty properties in the first instance, where available, in accordance with its Empty Property Strategy.
4.	New build properties on private housing developments for the provision of social and affordable housing.
5.	Properties that meet the needs of specific client groups such as people with additional support needs, where the acquisition has economic benefits in reducing revenue and capital costs (these may or may not be properties previously sold by the Council under the RTB legislation).

- 3.2.3 The Council will generally only consider acquiring property that meet one or more of the following objectives:

- a) To increase the Council's social and affordable housing stock to help meet housing need in the borough.
- b) The acquisition contributes towards the provision of Council services and/or delivery of corporate objectives.
- c) There is a direct link to improving the economic, social and environmental wellbeing of the community.
- d) There are economic benefits in reducing revenue budgets and capital costs.
- e) Strategic acquisition for regeneration, development or redevelopment purposes.
- f) Remove blight associated with long-term empty properties and the negative impact on communities and Council resources.
- g) Revenue income generation/capital growth.

3.2.4 Owing to shortages within the housing stock, the Council will prioritise the acquisition of properties previously sold under the RTB legislation which are particularly suitable for the elderly, physically disabled, mentally ill or the intellectually disabled where possible.

3.2.5 The table below describes the factors the Council will take into consideration when reviewing all potential acquisitions, prior to undertaking a financial appraisal:

Pre-Acquisition Suitability Assessment	
Financial/Funding	<p>The level of available capital funding/HRA capacity (where appropriate).</p> <p>The availability of additional revenue including section 106 reserves, grant subsidy, RTB receipts arising from RTB sales and other available funding sources.</p> <p>Whether the acquisition has economic benefits in reducing revenue and capital costs/generates savings to Council budgets.</p> <p>Income generation - comparable rents/management charges.</p> <p>Market/rental value - present condition and value</p>

	<p>following refurbishment (assessed by a RICS qualified surveyor).</p> <p>Total scheme costs including refurbishment and additional acquisition costs (e.g. RICS valuation/negotiation and legal fees).</p> <p>The purchase price (plus a maximum 5% uplift in value to enable scope for negotiation if required).</p>
Viability/Wider Benefits	<p>All potential acquisitions must demonstrate a robust financial business case in terms of the purchase and refurbishment costs to meet the Decent Homes Standard (DHS), together with ongoing maintenance liabilities against rental income over the term of the HRA Business Plan where appropriate.</p> <p>Supports sustainable neighbourhoods and community cohesion.</p> <p>Confirmation that the acquisition is offered for sale with vacant possession and is free of encumbrances (e.g. outstanding legal charges).</p> <p>The acquisition supports the principles of the Bury Housing Strategy and overarching Let's do It Strategy.</p>
Locality/Management	<p>The location/proximity of the property to existing housing stock for management purposes (generally within 5 miles of HRA stock).</p> <p>Whether the property is in an area that has become associated with crime related problems/anti-social behaviour where acquisition would result in safer communities and help improve the natural environment.</p> <p>Whether the property is located within an area of high deprivation but is in demand and can easily be let.</p> <p>Whether the acquisition would remove blight in the locality.</p>
Housing Need/Property Characteristics	<p>Housing need/demand in the locality/housing waiting lists.</p> <p>Size, type and construction, to ensure all acquisitions are fit for purpose and meet local needs.</p>

	<p>Whether the property has been specifically built or adapted and is suitable for occupation by people with protected characteristics e.g. the elderly, physically disabled, mentally ill or the intellectually disabled.</p> <p>The length of time an empty property has been empty (minimum six months, to enable qualification for grant subsidy)/impact on Council resources.</p> <p>Whether the Right of First Refusal applies to the acquisition.</p>
--	--

3.3 *Exceptional Circumstances*

- 3.3.1 The Council may consider purchasing empty properties that have been empty for less than six months if the acquisition is financially viable and strategically beneficial to both the Council and wider community.
- 3.3.2 Properties which are deemed to be of defective construction under the provisions of the Housing Defects Act 1984 may only be considered if they have been improved to the BRE Licensed Repair Standard or, in exceptional circumstances e.g. the property cannot be sold on the open market and is in danger of becoming a long-term empty property.
- 3.3.3 The Council may consider acquiring property that is not within 5 miles of HRA stock, if the acquisition is financially viable and strategically beneficial to the Council.
- 3.3.4 It is unlikely that the Council would consider acquiring property in areas of low demand.
- 3.3.5 Where the Council acquires a property under this Policy, the owner and their immediate family (if applicable) would not typically be allowed to remain in the property as tenants. However, in exceptional circumstances, the Council may consider acquiring a tenanted property if it is financially viable and cost effective.

3.4 Refusals/Rejections

3.4.1 The Council will not consider acquiring property if any of the following apply:

- There is insufficient funding available.
- The acquisition is financially unviable and/or, does not meet the non-financial criteria.
- Refurbishment costs are excessive and/or unfeasible.
- The type of property/occupancy is unsuitable e.g. park homes.
- There are outstanding legal claims on the property and/or land belonging to the property that cannot be discharged during the conveyancing process.

4.0 Funding

4.1 Property acquired under this Policy can be funded through RTB capital receipts, revenue income and/or prudential borrowing from the HRA, accumulated commuted sums from section 106 planning agreements (where available), grant subsidy where applicable or, a combination of all of these funding streams where permitted, and/or other available funding sources from time to time.

4.2 The financial resources available to support this Policy may be dependent on the capacity of the HRA and, will be considered within the overall capital budget.

5.0 Financial Considerations and Risk

5.1 The timing and frequency of potential acquisitions is beyond the Council's control, which limits scope for budgeting.

5.2 Delayed decision making and process may result in aborted sale costs.

- 5.3 All potential acquisitions will be subject to a land registry search to confirm ownership and ensure there are no outstanding legal charges and, pre-acquisition suitability assessment as described in section 3.2.5 in the first instance. If the outcome is negative, the acquisition will be rejected.
- 5.4 If the outcome is positive, a robust financial appraisal will be undertaken with Finance to determine the Net Present Value (NPV) and productivity of the projected investment, to ensure the acquisition is viable. This appraisal will take into account gross acquisition and refurbishment costs, compared to the net revenue income from future rents and service charges where applicable. An acquisition will only be approved if it is strategically beneficial to the Council and cost effective. The financial appraisal process is the mechanism by which any proposed acquisition is transparently and robustly justified.
- 5.5 The maximum the Council will spend on each acquisition depends upon the availability of funds and the outcome of the financial appraisal. The actual purchase price must not exceed the open market value (plus a 5% uplift to enable scope for negotiation if required). Administration and legal fees will also be considered, and the Council and the owner of a property must meet their own legal expenses.
- 5.6 Property acquired under this Policy whether new build or existing dwellings may be subject to RTB, unless they were acquired outside the HRA or, exempt (see Appendix 3). The application of the cost floor rule offers some protection to the Council as it could, potentially, reduce the RTB discount amount (see Appendix 5).
- 5.7 Council tenants with secure tenancies are entitled to purchase properties under the RTB legislation on more than one occasion but, any discount they received from a previous purchase, whether the purchase was through Bury Council or another public sector landlord, would be deducted from the subsequent discount amount.

- 5.8 Property acquired by the Council under this Policy will be added to the housing stock and allocated to eligible applicants on the Council's housing waiting lists at a social or affordable rent (up to 80% of market rent and capped at Local Housing Allowance rates where appropriate unless otherwise agreed), to maximise rental income and ensure affordability. Rental income/service charge (if applicable) and the proceeds of any future sales under the RTB scheme will be paid into the HRA where applicable.

6.0 Governance and Accountability

- 6.1 The decision to approve an acquisition will be made in accordance with the Council's constitution and Scheme of Delegation, following approval from the Housing Growth Sub-Group and confirmation from Finance that the acquisition is financially viable and cost-effective.
- 6.2 All acquisitions must have the necessary budgetary and delegated approvals in place before any transaction can be completed. Acquisitions with a value greater than £250,000 will require Cabinet approval.
- 6.3 Appendix 1 summarises the process and procedure for the acquisition of property under this Policy.

7.0 Monitoring and Review

- 7.1 The Housing Strategy, Policy & Performance Team will record and monitor all acquisitions in relation to this Policy.
- 7.2 This Policy will be reviewed and updated every 2 years or earlier if there is a change in policy and/or legislation.

Appendices

8.0 Appendix 1 – Buy Back & Acquisitions Process and Procedures

8.1 Acquisition of Properties Sold Under the RTB Legislation

- 8.1.1 The Council will apply the following procedure when considering offers arising from the Right of First Refusal, in accordance with the legislation prescribed by the Housing Act 2004:
- 8.1.2 The owner of a property must submit a formal offer notice (request to purchase) in writing/e-mail to the Council. The Council will acknowledge receipt of the notice within five working days where possible.
- 8.1.3 On receipt of a formal offer notice (request to purchase) the Council will issue an application form to the owner for completion, to capture the property details and any relevant information. The offer will automatically be rejected if sufficient funding is not available or, the acquisition is financially unviable and/or, does not meet the non-financial criteria set out within this Policy.
- 8.1.4 Once the Council has received the completed application form, it will have a period of eight weeks in which to accept or decline the offer.
- 8.1.5 During this period, the Council will determine whether the acquisition is viable in accordance with this Policy. The assessment will include a land registry search to confirm ownership and ensure that there are no outstanding legal charges against the property which cannot be discharged during the conveyancing process and pre-acquisition suitability assessment in the first instance, followed by a RICS valuation (undertaken by a RICS qualified surveyor) and visual inspection by the Council's New Works Repairs Team, to establish the condition of the property and the cost of any necessary repairs/refurbishment to meet the Decent Homes Standard. If the outcome is

positive, a robust financial appraisal (based on acquisition costs and future maintenance liabilities against rental income over the term of the HRA Business Plan) will be undertaken and approved by Finance prior to any decision being made.

8.1.6 If the Council rejects the offer at any point, a rejection notice will be issued to the owner of the property.

8.1.7 If the Council accepts the offer, an acceptance notice will be issued to the owner of the property.

8.1.8 If the Council has not accepted or rejected an offer within eight weeks of receipt, the owner may sell the property on the open market.

8.1.9 The legislation prescribes that the Council must acquire property at market value. The open market value of any property will be determined by a Red Book valuation undertaken by the Council's Land & Property Team or an independent RICS qualified surveyor on behalf of the Council.

8.1.10 The purchase price will be negotiated between the owner of a property and the Council's Land & Property Team or, an independent RICS qualified surveyor on behalf of the Council, to ensure impartiality and alleviate bias. Once the price has been agreed and the financial appraisal has been approved, an operational decision form will be completed for sign off by the Executive Director of Finance in conjunction with the Director of Housing, following approval from the Housing Growth Sub-Group.

8.1.11 Once the acquisition has been approved, the Council's Legal Services will be instructed (via operational decision) to progress the sale with the owner's solicitor/legal representatives.

8.1.12 The Council must enter into a binding contract with the owner within twelve weeks or, no later than four weeks following receipt of written notification from the owner that they are ready to complete, whichever is later. If these timescales are not met, the Council will lose its statutory right to re-purchase

the property for the following twelve months and the owner is free to sell the property on the open market if they choose to.

8.1.13 In cases where RTB discount is repayable, this will be deducted from the purchase price together with any housing related debt including Council Tax (see Appendix 4).

8.1.14 The Council reserves the right to withdraw its offer to re-purchase at any time prior to exchange of contracts. Failure to agree terms of re-purchase will result in the Council withdrawing its offer and it will not be liable for any costs which an owner may have incurred.

8.1.15 The Council may nominate another social landlord/registered provider to purchase a property if it falls within a regeneration area being developed by that particular landlord/registered provider.

8.1.16 There is no obligation for the Council to purchase properties under the RTB legislation. Therefore, property owners do not have the right to appeal the Council's decision.

All offer notices and general enquiries should be directed to strategichousing@bury.gov.uk or Housing Strategy, Policy & Performance Team, Town Hall, Knowsley Street, Bury BL9 0SW. Complaints regarding the application of this procedure will be dealt with under the Council's Complaints Policy.

The Council will apply the same procedure when considering the acquisition of properties sold under the RTB legislation that are not bound by the Right of First Refusal covenant.

8.2 Other Property Acquisitions

8.2.1 The Council will apply the following procedures when considering other acquisitions that meet the criteria set out within this Policy:

- 8.2.2 All projects involving the acquisition of property with a value up to £250,000, will be referred to the Director of Housing/Housing Growth Sub-Group for approval.
- 8.2.3 Appropriately qualified Council officers will determine whether the acquisition is viable in accordance with this Policy. The assessment will include a land registry search to confirm ownership and ensure there are no outstanding legal charges that cannot be discharged during the conveyancing process, a pre-acquisition suitability assessment and a RICS valuation and visual inspection to establish market value and the cost of any necessary repairs/refurbishment required to meet the Decent Homes Standard where appropriate, as per 8.1.5 above. If the outcome is positive, a robust financial appraisal (based on acquisition costs and future maintenance liabilities against rental income over the term of the HRA Business Plan where appropriate) will be undertaken and approved by Finance prior to a decision being made.
- 8.2.4 Each purchase will be considered on a case by case basis. The criteria set out within this Policy will be applied, to ensure that all acquisitions are aligned to the key priorities of the Council.
- 8.2.5 The purchase price will be negotiated between the owner of a property and the Council's Land & Property Team or, an independent RICS surveyor on behalf of the Council. Once the price has been agreed and the financial appraisal has been approved, an operational decision form will be completed for sign off by the Executive Director of Finance in conjunction with the Director of Housing, following approval from the Housing Growth Sub-Group. Acquisitions with a value greater than £250,000 will require Cabinet approval in accordance with the Council's constitution.
- 8.2.6 Once the acquisition has been approved, the Council's Legal Services will be instructed (via operational decision) to progress the sale with the owner's solicitor.

8.2.7 A project manager will be appointed to deliver and monitor all acquisitions.

8.2.8 The Council reserves the right to withdraw its offer to purchase at any time prior to exchange of contracts. Failure to agree terms of purchase will result in the Council withdrawing its offer and it will not be liable for any costs that an owner may have incurred.

8.2.9 All projects with a value exceeding £250,000 will be referred to the Regeneration Board and the Cabinet for approval.

8.2.10 There is no obligation for the Council to purchase properties under this Policy. Therefore, property owners do not have the right to appeal the Council's decision.

Acquisitions will be prioritised in accordance with this Policy. Each transaction will be considered on a case by case basis, depending on whether funding is available, and the acquisition is cost-effective. The criteria set out within this Policy will be applied to ensure that all acquisitions are aligned to the key priorities of the Council.

General enquiries should be directed to strategichousing@bury.gov.uk or Housing Strategy, Policy & Performance Team, Town Hall, Knowsley Street, Bury BL9 0SW. Complaints regarding the application of this procedure will be dealt with under the Council's Complaints Policy.

9.0 Appendix 2 - Right of First Refusal (Disposal Exemptions)

9.1 A property is exempt from the Right of First Refusal if any of the following apply:

- The owner of a property passes sole responsibility to a joint owner.
- The owner of a property passes the property to a spouse or former spouse.

- The owner of a property passes the property to a family member - the family member must have lived with the owner for at least 12 months before the property can be passed to them.
- The owner leaves the property to someone as part of a will or, it is subject to intestacy, when a will has not been made.
- The property is subject to the Matrimonial Causes Act 1973, which could include cases of divorce.

10.0 Appendix 3 - RTB Exemptions

10.1 In order to be eligible for the RTB scheme, tenants must be occupying a property on a secure tenancy, and it must be their main or only home. If the tenancy status is not secure, the application will automatically be denied. There is nothing within the regulations that limits the number of times a secure tenant can exercise their RTB.

10.2 Tenants will not be eligible for the RTB scheme if:

- They live in a property which is particularly suitable for occupation by elderly persons (e.g. sheltered housing), physically disabled, mentally ill or the intellectually disabled, taking into account its location, size, design and other features.
- They live in a property let by the Council or other registered provider which has not received grants from public funds.
- They live in a property that was let to them or the previous tenant for occupation by a person aged 60 or over, whether they were the tenant or not.
- They work for the local authority and their home is part of their conditions of service.
- They are an introductory tenant or have a tenancy or licence to occupy for homeless people, secured under Section 193 of the Housing Act 1996.
- They live in houses and flats on land bought for development, and which are being used as temporary housing before the land is developed.
- They have any legal problems with debt or outstanding possession orders.

- They have committed anti-social behaviour (a landlord can apply to the court for an order to suspend the RTB for a specified period on the grounds of anti-social behaviour).
- Their property was first let (to them or someone else) before the 1 January 1990.

10.3 This list is not exhaustive but, it covers the main areas.

10.4 Elderly Person Dwellings

All 3 of the following criteria must be met before an application can be denied under this ruling:

The property was let for occupation by a person aged 60 or over. This can be either the tenant(s) or another person

and

The property is an individual dwelling which is particularly suitable for an elderly person

and

The property was first let before the 1 January 1990.

If All of the above criteria are met the application will be denied under Part C of the RTB2.

Unlike other types of exempt dwellings, if a RTB application is denied on the basis that it meets the criteria set out for elderly persons' dwellings, the applicant will be entitled to appeal the decision within 56 days.

10.5 Dwellings for Disabled Persons

All 4 of the following criteria must be met before an application can be denied under this ruling.

The property must have features that are substantially different from those of ordinary dwelling houses

and

is designed for people who are physically disabled

and

is one of a group of dwellings which it is the practice of the landlord to let for occupation by people who are physically disabled

and

is in close proximity to a social service or special facility provided wholly or partly for the purpose of assisting the occupants.

10.6 Dwellings for People Suffering From a Mental Disorder

Both of the following criteria must be met before an application can be denied under this ruling.

The property is one of a group of dwellings which it is the practice of the landlord to let for occupation by people who are suffering or have suffered from a mental disorder as defined in the Mental Health Act 1983

and

Has a social service or special facility provided wholly or partly for the purpose of assisting the occupants.

10.7 Property Scheduled for Demolition

A property is exempt from the RTB if it is designated for demolition.

Once a property has become subject to an Initial Demolition Notice, a RTB cannot be completed.

Once a Final Demolition Notice has been served on a property, the RTB comes to an end and the application is cancelled.

11.0 Appendix 4 - RTB Discounts and Re-Payment of RTB Discount

11.1 RTB Discounts

The Housing Act 1980 (amended in 1985) gave public sector tenants the Right to Buy (RTB) their home (with some exceptions – Appendix 3) from their landlord with a discount off the open market value if they have been a secure tenant for three years or more. The three years or more does not have to be continuous or in any particular property, it can be within another local authority area or, with other public sector landlords. The amount of discount awarded depends upon the type of property and length of time that a tenant has been a public sector tenant:

11.2 RTB Discount - Houses

Tenants are entitled to a 35% discount if they have been a public sector tenant for a minimum of three years. After five years, the discount increases by 1% each year, up to a maximum of 70% or £96,000 across England and £127,900 in London boroughs (whichever is lower).

11.3 RTB Discount – Flats

Tenants are entitled to a 50% discount if they have been a public sector tenant for a minimum three years. After 5 years, the discount increases by 2% each year, up to a maximum of 70% or £96,000 across England and £127,900 in London boroughs (whichever is lower).

Tenants of registered providers do not have the RTB. In some circumstances, they may be able to buy their homes under the Right to Acquire legislation which has a much lower discount rate of between £9,000 and £16,000.

11.4 Re-payment of RTB Discount

Owners wishing to sell a property that was purchased under the RTB within the first five years of ownership will have to repay some, or all of the discount they received when they purchased the property. The level of repayment decreases each year:

- 100% of the discount must be repaid if the property is sold within the first year.
- 80% of the discount must be repaid if the property is sold within the second year.
- 60% of the discount must be repaid if the property is sold within the third year.
- 40% of the discount must be repaid if the property is sold within the fourth year.
- 20% of the discount must be repaid if the property is sold within the fifth year.

The amount of discount to be repaid is calculated by the Council's Legal Services, following an assessment of the market value of the property.

12.0 Appendix 5 – The Cost Floor Rule

The cost floor is the accumulative total spent on a property during the last ten financial years (from the date a RTB application is received).

This spend includes renovation costs (e.g. new bathrooms and kitchens), improvement costs (e.g. cladding works) and the costs of building the property or acquiring it from another owner.

The relevant costs are split into the following categories:

- Cost of acquiring the site where the property is located (if the Council bought and built the property).
- Cost of building or acquiring the property.
- Cost of repairs, maintenance and improvements (ignoring the first £5,500).
- Any related administration/professional costs incurred in relation to the categories above.

The total amounts incurred in the above categories are added together (excluding the first £5,500 as stated in relation to repairs, maintenance and improvements). This total figure is the cost floor.

If the cost floor figure is higher than the market value of the property, the Council must sell the property at market value irrespective of the amount of discount the tenant may be entitled to.

If the cost floor figure is lower than the market value, but higher than the discounted sale price (the market value less any discount to which the tenant is entitled), the Council must sell the property at cost floor.

If the cost floor figure is lower than the discounted sale price it is ignored, and the Council must sell the property at the discounted sale price.

Equality Impact Analysis

This equality impact analysis establishes the likely effects both positive and negative and potential unintended consequences that decisions, policies, projects and practices can have on people at risk of discrimination, harassment and victimisation. The analysis considers documentary evidence, data and information from stakeholder engagement/consultation to manage risk and to understand the actual or potential effect of activity, including both positive and adverse impacts, on those affected by the activity being considered.

To support completion of this analysis tool, please refer to the equality impact analysis guidance.

Section 1 – Analysis Details (Page 5 of the guidance document)

Name of Policy/Project/Decision	Buy Back & Acquisitions Policy & Procedures 2024 - 2028
Lead Officer (SRO or Assistant Director/Director)	J Summerscales
Department/Team	Housing Strategy, Policy & Performance (Business Growth & Infrastructure)
Proposed Implementation Date	July 2024
Author of the EqlA	J Summerscales
Date of the EqlA	23/05/2024

1.1 What is the main purpose of the proposed policy/project/decision and intended outcomes?
<p>Adoption of a new Buy Back & Acquisitions Policy & Procedure, to support the Council to purchase residential dwellings in private ownership and convert them into social and affordable housing, to help meet housing needs in the borough and reduce homelessness.</p> <p>The policy provides a legislative framework to support a range of property acquisitions under a single procedure. This will enable effective governance, resource planning and monitoring.</p> <p>The overall aim of the policy is to:</p> <ul style="list-style-type: none"> • Increase the supply of good quality social and affordable housing in the borough, including accommodation for those with additional support needs. • Formalise procedures for buy backs and a range of residential property acquisitions, to enable the Council to act within timescales as and when opportunities arise. • Provide a framework for assessing viability and value for money. • Ensure appropriate reinvestment of Right to Buy receipts to help reduce the impact of RTB sales.

- Maximise rental income.
- Reduce the number of empty properties in the borough.

The implementation of this policy will give the Council the opportunity to expand its housing portfolio to help meet the housing needs of Bury residents, maximise rental income and take a more proactive and consistent approach to property acquisition. It will also ensure that all transactions deliver value for money and meet the Council's strategic objectives.

Property owners and private developers are under no obligation to sell their properties to the Council. Therefore, the policy is not detrimental to the human rights of any individual affected by the decision being sought.

Section 2 – Impact Assessment (Pages 6 to 10 of the guidance document)

2.1 Who could the proposed policy/project/decision likely have an impact on?

Employees: **No (state reasons for answering 'no')**

Community/Residents: **Yes (state reasons for answering 'no')**

Third parties such as suppliers, providers and voluntary organisations: **Yes (state reasons for answering 'no')**

If the answer to all three questions is 'no' there is no need to continue with this analysis.

2.2 Evidence to support the analysis. Include documentary evidence, data and stakeholder information/consultation

Documentary Evidence:

Data:

A Housing Need & Demand Assessment (HN&DA) undertaken in 2020 concluded that there is a net shortfall of affordable homes for circa 448 households across the borough each year.

114 additional homes for older people are required by 2025.

39 additional homes are required for people with a learning disability by 2025.

86 additional homes are required for people with mental health issues up to 2025.

Stakeholder information/consultation:

Consultation was undertaken with the following teams and people:

- BGI colleagues.
- Senior Bury Council colleagues
- Finance.
- Legal Services.
- Land & Property.
- Members of the Housing Growth Sub-Group.
- Housing Options and Homeless Team
- A separate briefing was held with the Cabinet Member for Housing Services.

The following advice, guidance and comments received contributed towards the development of this policy and procedure.

- Legal Powers & Context – additional wording from Legal Services regarding the Council's key statutory powers for the acquisition of property has been incorporated into the policy.
- Acquisition Criteria – this section has been revised to ensure that all acquisition criteria including refusals/rejections is located together in one section of the policy.

2.3 Consider the following questions in terms of who the policy/project/decision could potentially have an impact on. Detail these in the impact assessment table (2.4) and the potential impact this could have.

- Could the proposal prevent the promotion of equality of opportunity or good relations between different equality groups?
- Could the proposal create barriers to accessing a service or obtaining employment because of a protected characteristic?
- Could the proposal affect the usage or experience of a service because of a protected characteristic?
- Could a protected characteristic be disproportionately advantaged or disadvantaged by the proposal?
- Could the proposal make it more or less likely that a protected characteristic will be at risk of harassment or victimisation?
- Could the proposal affect public attitudes towards a protected characteristic (e.g. by increasing or reducing their presence in the community)?
- Could the proposal prevent or limit a protected characteristic contributing to the democratic running of the council?

2.4 Characteristic	Potential Impacts	Evidence (from 2.2) to demonstrate this impact	Mitigations to reduce negative impact	Impact level with mitigations
--------------------	-------------------	--	---------------------------------------	-------------------------------

				Positive, Neutral, Negative
Age	<p>The policy widens the scope of the Council's ability to acquire and increase social housing stock which could support specific age groups who require social housing.</p> <p>Impact of safeguarding for particularly elderly owners/tenants at risk of detriment through the sale of the property</p>	<p>A Housing Need & Demand Assessment (HN&DA) undertaken in 2020 concluded that there is a net shortfall of affordable homes for circa 448 households across the borough each year.</p> <p>114 additional homes for older people are required by 2025.</p>	<p>The Council is committed to increasing the supply of social housing in the borough including specialist and supported accessible accommodation for older people and those with physical and/or additional needs, to enable them to live independently within the community for longer.</p> <p>The Council will prioritise the acquisition of properties previously sold under the RTB legislation which are particularly suitable for the elderly.</p> <p>Legislation prescribes that the Council must acquire buy backs at market value. The open market value is determined by a RICS qualified surveyor.</p> <p>The purchase price is negotiated between the</p>	Neutral

			<p>owner of a and a RICS qualified surveyor to ensure impartiality and alleviate bias.</p> <p>Sellers are required to obtain their own legal advice/legal representation when selling their properties to the Council, to avoid any conflict of interest and protect them from any potential risks</p>	
Disability	<p>The policy widens the scope of the Council's ability to acquire and increase social housing stock which could support people with disabilities and poor mental health who require social housing.</p> <p>Policy accessibility for those who can't access the policy online.</p> <p>Impact of safeguarding for disabled</p>	<p>39 additional homes are required for people with a learning disability by 2025.</p> <p>86 additional homes are required for people with mental health issues up to 2025.</p>	<p>The Council is committed to increasing the supply of social housing in the borough including specialist and supported accessible accommodation for older people and those with physical and/or additional needs, to enable them to live independently within the community for longer.</p> <p>The Council will prioritise the acquisition of properties previously sold under the RTB legislation which are particularly suitable for</p>	Neutral

	owners/tenants at risk of detriment through the sale of the property		<p>the elderly, physically disabled, mentally ill or the intellectually disabled where possible, to increase capacity.</p> <p>The policy will be published on the Council's website in an accessible format which can be translated into different languages if required.</p> <p>Legislation prescribes that the Council must acquire buy backs at market value. The open market value is determined by a RICS qualified surveyor. The purchase price is negotiated between the owner of a and a RICS qualified surveyor to ensure impartiality and alleviate bias.</p> <p>Sellers are required to obtain their own legal advice/legal representation when selling their properties to the Council, to avoid any</p>	
--	--	--	--	--

			conflict of interest and protect them from any potential risks.	
Gender Reassignment	No Impact.			
Marriage and Civil Partnership	No Impact.			
Pregnancy and Maternity	No Impact.			
Race	Understanding the policy and transactions under the policy if English is not the first language of the user of the policy.		<p>The policy will be published on the Council's website in an accessible format which can be translated into different languages if required.</p> <p>Independent translation services are available if needed to support transactions.</p>	Neutral
Religion and Belief	Impact of buildings being used as places of worship, preventing people/communities practicing faith and belief if buildings are sold		<p>The Council's Legal Services will undertake a land registry search to confirm ownership and ensure there are no outstanding legal charges</p> <p>Sellers are required to complete a Property Information Form which,</p>	Neutral

			should, identify whether there are any public rights or informal arrangements (including those for religious purposes) affecting the property.	
Sex	No impact.			
Sexual Orientation	No impact.			
Carers	No impact.			
Looked After Children and Care Leavers	The policy widens the scope of the Council's ability to acquire and increase social housing stock which could support care leavers who require social housing.			Positive
Socio-economically vulnerable	<p>The policy widens the scope of the Council's ability to acquire and increase social housing stock which could support people who are socio-economically vulnerable and require social housing.</p> <p>Impact of safeguarding for owners/tenants who</p>		<p>Council housing is available to people on low incomes and those in receipt of Housing Benefit/Universal Credit.</p> <p>The Council is committed to increasing the supply of social housing, to ensure that more homes will be available for vulnerable people and those with</p>	<p>Neutral</p> <p>Sellers are required to obtain their own legal advice/legal representation when selling their properties to the Council, to avoid any conflict of interest and protect them from any potential risks.</p>

	are socio-economically vulnerable or at risk of becoming vulnerable at risk through the sale of the property		<p>protected characteristics.</p> <p>Legislation prescribes that the Council must acquire buy backs at market value. The open market value is determined by a RICS qualified surveyor.</p> <p>The purchase price is negotiated between the owner of a and a RICS qualified surveyor to ensure impartiality and alleviate bias.</p> <p>Sellers are required to obtain their own legal advice/legal representation when selling their properties to the Council, to avoid any conflict of interest and protect them from any potential risks.</p>	
Veterans	The policy widens the scope of the Council's ability to acquire social housing stock which could military		The Council gives priority for housing to Armed Forces personnel including veterans through the Allocations Policy.	Positive

	veterans require social housing.			
--	----------------------------------	--	--	--

Actions required to mitigate/reduce/eliminate negative impacts or to complete the analysis

2.5 Characteristics	Action	Action Owner	Completion Date
	No additional actions – legal processes will deal with any mitigations as detailed above.		

Section 3 - Impact Risk

Establish the level of risk to people and organisations arising from identified impacts, with additional actions completed to mitigate/reduce/eliminate negative impacts.

3.1 Identifying risk level (Pages 10 - 12 of the guidance document)

Impact x Likelihood = Score			Likelihood			
			1	2	3	4
			Unlikely	Possible	Likely	Very likely
Impact	4	Very High	4	8	12	16
	3	High	3	6	9	12
	2	Medium	2	4	6	8

1	Low	1	2	3	4
0	Positive / No impact	0	0	0	0

Risk Level	No Risk = 0	Low Risk = 1 - 4	Medium Risk = 5 – 7	High Risk = 8 - 16
-------------------	--------------------	-------------------------	----------------------------	---------------------------

3.2 Level of risk identified	Low.
3.3 Reasons for risk level calculation	Mitigations dealt with as above.

Section 4 - Analysis Decision (Page 11 of the guidance document)

4.1 Analysis Decision	X	Reasons for This Decision
There is no negative impact therefore the activity will proceed		
There are low impacts or risks identified which can be mitigated or managed to reduce the risks and activity will proceed	X	All potential impacts have been mitigated.
There are medium to high risks identified which cannot be mitigated following careful and thorough consideration. The activity will proceed with caution and this risk recorded on the risk register, ensuring continual review		

Section 5 – Sign Off and Revisions (Page 11 of the guidance document)

5.1 Sign Off	Name	Date	Comments
---------------------	-------------	-------------	-----------------

Lead Officer/SRO/Project Manager	Jacqueline Summerscales	05/06/24	
Responsible Asst Director/Director	Robert Summerfield	13/06/24	
EDI	Lee Cawley	05/06/24	

EqIA Revision Log

5.2 Revision Date	Revision By	Revision Details
N/A.		



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

Report to:	Cabinet	Date: 16 July 2024
Subject:	Housing Revenue Account – Proposed Capital Works Programme 2024/25	
Report of	Cabinet Member for Housing Services	

1.0 Summary

- 1.1 In February 2024 the Council took back direct management of its housing stock with the transfer of Six Town Housing's principal responsibilities to it. A review of the capital works programme has been quickly undertaken to ensure compliance with regulatory standards and in recognition of the backlog of work that has been identified during the transfer process.
- 1.2 The 2024/25 housing major works budget was approved during the Annual Budget Setting at February Council in the sum of £23.1m. This report sets out a proposed major works programme with an estimated cost of £19.8m, to be funded through the Housing Review Account (HRA).
- 1.3 The proposed work will improve homes, increase energy efficiency and through the replacement of key components reduce the need for routine repairs. It supports meeting the decent homes standard and reducing associated risks with elemental failures e.g. water ingress, damp and trip hazards.
- 1.4 As noted in previous update reports to Cabinet, in recent years environmental work has been lacking and tenants have expressed dissatisfaction with communal outdoor spaces and boundary treatments. This programme makes provision for environmental work which will be shaped by tenants in their neighbourhoods. The proposed programme also addresses the backlog of adaptations for tenants.
- 1.5 Developing the 2024/25 programme has been delayed because of the transfer from Six Town Housing (STH). This report asks for Cabinet to recommend that the revised scheme is approved by Council, to be procured and delivered through Council processes, as per the Constitution.
- 1.6 While the ongoing survey of all the Councils housing stock will inform future budgets, the 2024/25 programme is based on verified information from the previous surveys undertaken by STH and feedback from tenant engagement.
- 1.7 With regards to the delivery of this Capital Programme, the involvement of tenants in the specification and contractor selection will be developed as part of the Council's broader approach to Tenant Engagement and Involvement.

2.0 Recommendations

2.1 That Cabinet:

- a. Acknowledges the proposed Capital Programme to be funded within the HRA, estimated at £19,841,760 and recommends to Council that it be approved.
- b. Subject to Council approval, authorises external competitive procurement to be commenced in respect of the respective schemes identified within the Capital Programme on a compliant basis in accordance with the Public Contracts Regulations 2015 and the Council's Contract Procedure Rules 2022.
- c. Requests reports back on the individual schemes with recommendations as to contract awards at the conclusion of the respective procurement processes.
- d. Notes that whilst the target completion date for the respective contract works is the end of the current financial year, the duration of some contracts and the associated expenditure will run into 2025/26 and that further updates will be provided to Cabinet as part of the Budget reporting process.
- e. Approves payments to Green Grants Install Limited for decarbonisation works under the Social Housing Decarbonisation Fund (SHDF) Wave 1 and 2 programmes grant funded by the GMCA and delegates to the Director of Law and Governance authority to facilitate the necessary contractual arrangements.

3. Reasons for recommendations

- 3.1 To enable work to the Council's housing stock to be undertaken.
- 3.2 A requirement of the Regulator of Social Housing is to have "accurate, up to date and evidenced understanding of the condition of homes that reliably informs their provision of good quality, well maintained and safe homes for tenants.". The 2024/25 programme of work has been developed to address this need.

4. Alternative options considered and rejected

- 4.1 This is an asset led programme, undertaking work where it is needed and not geographically based. The focus for the 2024/25 is on dealing with long standing issues, delayed projects, and backlogs to ensure compliance with regulatory standards. To ensure an improved approach to longer term planning from 2025/26 onwards, including the introduction of a cyclical painting and repairs programme, a full stock condition survey is currently being completed.

5. Background

- 5.1 The 2024/25 draft programme formed part of the year three programme of work previously approved by the Council based on its Asset Management Strategy and the STH Business Plan. The level of investment approved at that time was £14.2m to ensure that the programme would meet most of the investment needs indicated at that time.
- 5.2 However previous programmes have been subject to delay creating the need for carryover from previous years. There have also been additional schemes identified through condition surveys and backlogs e.g. major adaptations which has a backlog of approved work of more than £1m.
- 5.3 Understanding the assets is essential and in 2021 Pennington Choices were instructed by STH to carry out a representative stock condition survey of the Council's housing stock to assess the condition and future maintenance budget costs.
- 5.4 Initially STH planned to survey 100% of the housing stock over a 5-year period. This programme was accelerated in 2023 to target 100% survey by April 2024. Due to issues with gaining access to all properties, the programme achieved over 80% survey coverage by the end of April; the programme will continue during 2024 to access all properties.
- 5.4 The current data is being uploaded into the asset management system cleansed and validated. This will provide reliable information for business planning and programming of investment for future years.

6. The 2024-2025 Capital Investment Programme

- 6.1 The majority of the budget has been allocated to identified projects. A proportion has been allocated to projects currently being scoped. As projects are finalised, they will be funded from this budget line. Procurement and approval being in accordance with the councils standing orders and delegated authority sought in this report.
- 6.2 Sources of evidence used to develop the 2024/25 investment programme include:
 - a. The STH draft 3-year programme previously provided to the council.
 - b. Initial results from the stock condition surveys.
 - c. Feedback from the repairs service.
 - d. Inspection requests from tenants and staff, including walkabouts.
 - e. The current carbon reduction programme.
 - f. Fire Risk Assessment recommendations.
 - g. Potential Compliance failures.
- 6.3 An outline of the proposed programme is set out below:

Major Project	Number of Properties	Number of leaseholders	Budget Estimate
Replacement Kitchens, Bathrooms, Heating	138	0	£1,137,211

Replacement Windows, Doors, Pointing, Lintels	565	0	£2,833,194
Replacement Roofing Incl. fascia, soffits & rainwater	386	11	£3,579,649
Communal Areas	326	45	£1,271,706
Environmental Projects	87		£850,000
Garages	46		£165,000
Carbon Reduction	314	0	£3,690,000
Total Planned Programme	1862	56	£13,526,760
Minor Projects			
Asbestos Removal			£30,000
Misc Elemental Renewals via (repairs, voids, condition surveys)			£1,240,000
Structural repairs			£300,000
Surveys: stock condition / EPC's /HHSRS/FRA/asbestos			£200,000
Major Adaptions (backlog)			£1,100,000
Major Adaptions (24/25 budget)			£800,000
Stairlift Renewals			£10,000
FRA remedial works and improvements			£1,500,000
Demolition Works			£75,000
Capitalised Salaries			£380,000
Other -salaries, fees, design etc			£580,000
Advanced Design (carbon reduction projects)			£100,000
Total Miscellaneous Capital			£6,315,000
	Capital Budget Estimates		£19,841,760
	Approved HRA Capital Budget		£23,082,000
	Slippage from 2023-2024		£2,794,000
	Total Budget Available		£25,876,000
	Budget not allocated		£6,034,240
Projects being scoped			
Eton Hill (Revised options appraisal)			
St Thomas (Roofing)			
Trinity Green Estate Bin Stores (Environmental work)			
Crompton Close Bin Stores (Environmental work)			
Pavilion Walk Radcliffe - Road resurfacing			
Heywood Road (Energy efficiency)			
Hunters Hill Cavity Wall properties Insulation (Energy efficiency)			
Winifred Street (Energy efficiency)			

7. Procurement Route

- 7.1 In order to provide the Council with sufficient procurement capacity the Council has renewed its contract with the local authority owned STAR organisation. For the year 2024/25. As part of those arrangements there is a separate contract

between the Council and STAR funded by the HRA to provide specialist support to Housing Operations following the in-housing of the STH housing stock management responsibilities.

- 7.2 STAR will be responsible for the conduct of the respective procurements required in respect of the identified schemes. Frameworks will be utilised for this purpose as this constitutes the most efficient and speedy method of proceeding as the they contain panels of contractors pre-qualified as to expertise and experience.
- 7.3 Historically STH has utilised the Procure Plus framework. There are a number of other housing frameworks such as Fusion 21 and NCA and STAR will determine which is the most appropriate in consultation with the Council.

Social Housing Decarbonisation Fund (SHDF) Waves 1 and 2

- 8.1 The Council is in receipt of grant funding from the GMCA under the SHDF programme in respect of its housing stock and Grant Funding Agreements were duly entered into between the Council and the GMCA. However, due to a historic process error valid contracts were not subsequently entered into with the contractor, Green Grants Install Limited. Work has been carried out satisfactorily under STH and subsequently post-transfer Council instruction.
- 8.2 In order to facilitate payments to the contractor for work carried out prior to and post-transfer, Cabinet is requested to give its formal approval. There is no net cost to the Council as the costs are fully granted funded. The works will be completed by the end of the current financial year.

Next Steps

- 9.1 Cabinet to submit the Capital Programme to Council for Approval.
- 9.2 Subject to Council approval under 9.1, to commence the external procurement process in respect of the identified schemes.
- 9.3 To develop ways of engaging tenants in the design and delivery of the schemes within the programme.
- 9.4 To link the proposed Capital Programme program to wider neighbourhood initiatives to increase the impact of improvement in areas.
- 9.5 To continue the development of unallocated projects and scope future projects for inclusion in the 2024/25 and 2025/26 programmes.

10. Links with the Corporate Priorities:

- 10.1 This proposal contributes towards meeting the Council's priorities across a range of policy areas including reporting and evidencing good quality homes, through the Asset Management Plan, the HRA Business Plan, supporting the

Council's Carbon Neutrality by 2038 as well as meeting the expectations laid out in the Social Housing Regulations.

- 10.2 It sets out plans for the delivery of a housing programme in conjunction with the ambitions of the Bury 2030 Let's Do It! Strategy.

11. Equality Impact and Considerations:

- 11.1 The programme has defined the priorities for investment within the social housing stock based on pre-defined criteria relating to the dwelling.
- 11.2 Investment has been targeted to the worst properties needing investment first.
- 11.3 Service Standards are documented, which define the way the works will be delivered to ensure consistency for internal and external contractors.
- 11.4 Special needs will be determined during the pre-commencement phase of all projects, via the "Getting to Know You" proforma developed with tenants through the Customer Review Group.
- 11.5 "Getting to Know You" will be undertaken prior to works commencing and a dedicated Tenant Liaison officer appointed to support tenants and leaseholders through the process.
- 11.6 Tenant and Leaseholder consultation and choice opportunities are part of the pre-commencement activities. Ensure the section 20 process is followed to consult with Leaseholders as required.

12. Environmental Impact and Considerations:

- 12.1 These schemes help meet the Council's carbon reduction targets, providing healthier, warmer homes and reducing the instances of damp and condensation connected to thermal efficiency, reducing fuel poverty, and achieving EPC property targets.

13. Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
1. Delayed approval preventing the schemes starting in a time to complete within this financial year and slip into following year.	Work is on site on those schemes slipped into this financial year and scoping has been done so that work can be procured now to continue the programme and a continued development of the programme in year.
2. The essential work is not carried out to those properties identified as potentially non decent as the elements reach expiration beyond the Decent Homes Standards set by Government.	All potentially non decent work has been identified and planned within this programme.

3. The Social Housing Regulations Standards and Customer Codes of Practice are not met.	Demonstrating an understanding of our stock and an approach to planning programmes that considers exceptions and not a blanket approach to planning.
4. Insufficient staff to deliver the programme as the new housing structure is developed.	Maximise existing resources and close monitoring of programmes.
5. Due to the compressed programme the tenants voice is not heard, and programmes do not maximise their neighbourhood impact.	Early engagement with stakeholders

14. Legal Implications:

- 14.1 This report updates Cabinet as regards the proposed Capital Programme to be recommended to Council for approval and as such it raises no new legal issues.
- 14.2 It authorises external procurement of the individual schemes to be undertaken in a compliant manner in accordance with the relevant Regulations and the Council Constitution.
- 14.3 Recommendations as to the award of contracts in respect of the individual schemes under the approved Capital Programme which exceed £500K in overall value or are Key Decisions within the meaning of the Council's Constitution will be the subject of further Cabinet Reports.
- 14.4 The Council is also legally obliged to meet the payment obligations to Green Grant Installs Limited under the SHDF programme on a quantum meruit basis. Cabinet approval serves to regularise the payment basis in accordance with the Constitution. This is essentially a legal technicality as there are no issues between the parties regarding the works and the costs are fully grant funded.

15. Financial Implications:

- 15.1 The proposed major works programme with an estimated cost of £19.8m will be contained within the HRA Capital Programme approved at February 2024 Budget Council.

Report Author and Contact Details:

Name: Kate Waterhouse

Position: Executive Director of Strategy & Transformation

Department: Corporate Core

E-mail: K.waterhouse@bury.gov.uk

Appendices:

None

Background papers:

None.

Glossary of terms, abbreviations and acronyms used in this report.

Term	Meaning
HRA	Housing Revenue Account
FRA	Fire Risk Assessments
COP	Code of Practice
D&C	Damp and Condensation
EPC	Energy Performance Certificate



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

Report to:	Cabinet – PART A	Date: 16 July 2024
Subject:	PRU-Phase 2-Whitefield Centre-PRU – Interim Arrangements.	
Report of	Deputy Leader and Cabinet Member for Children and Young People	

Summary

- 1.1 The purpose of this report is to request Cabinet approval of the project sum for works in relation to the Pupil Referral Unit, following conclusion of the tender exercise, and specifically in relation to the PRU's Whitefield Centre building. These are phase 2 of works following the relocation of the main PRU building from Spring Lane to the New Kershaw Centre.
- 1.2 Approval will ensure the preferred contractor P McVey Building Systems are able to proceed to manufacture and construction. Plans and a proposed programme are appended to this paper. These will inform the proposed delivery of the works to completion. The works have been fully market tested and independently verified via a formal tender process.
- 1.3 The Whitefield Centre phase 2 works are in addition to the phase 1 works, which was given Cabinet Approval in December 2023.
- 1.4 The Whitefield Centre works will be funded from the Children's Services Capital Programme, using grant funding allocated by the Department for Education.

Recommendation(s)

- 2.1 Approve the project sum value, the extent of works and programme detailed within part B of this report.
- 2.2 That Cabinet delegate authority to the Executive Director of Education in consultation with the Director of Law and Governance to negotiate and execute the building contract.

Reasons for recommendation(s)

- 3.1 Approval of the works is required in order for the Whitefield Centre project to progress to manufacture and construction phase. Key considerations within this document have informed both the scope and the methodology for carrying out the works as proposed.

Alternative options considered and rejected

- 4.1 **Delay instructing the contract:** This would delay overall Whitefield Centre completion date by two months as Cabinet approval cannot be sourced in the August cycle. This would prevent the school from receiving the additional intake of pupils in and they would have to be housed in alternative provision outside the Borough of

Bury. This would also push the works into the winter months, potentially extending the duration on site and associated costs of construction.

- 4.2 **Seek an alternative solution for the contract:** The Council have considered alternative options to deliver the additional accommodation within the timescales provided. This included use of other Council owned property, and the use of modular accommodation on the existing site, partial reconfiguration only. No other Council owned property could meet the needs of the school within the available timescale. Partial reconfiguration would not provide the classroom accommodation the school requires and there was insufficient space within the school to site modular accommodation or extend. A split site was also discounted as the school would not have the staffing and safeguarding arrangement available to accommodate this. None of alternative options explored were able to deliver the additional accommodation with the available timescales.

Report Author and Contact Details:

Name: Samantha Horrocks / Ian D'Arcy (BGI)

Position: Asset Manager

Department: Children's Services

E-mail: S.J.Horrocks@bury.gov.uk

Background

- 5.1 In December 2023 cabinet approved the relocation of Spring Lane School to the New Kershaw Centre (NKC). This was to enable the construction of the new secondary school to proceed, to be sited on land off Spring Lane, Radcliffe.
- 5.2 The relocation of Spring Lane School to New Kershaw Centre (phase 1) was required before the 1st March 2024 in order to provide DfE with vacant possession of the site. This date was achieved with the PRU relocating at the end of February 2024.
- 5.3 The move away from the Spring Lane site resulted in a loss of accommodation across the whole of the PRU's existing estate. The loss of accommodation was exacerbated by the Milltown House site closure due to its poor condition.
- 5.4 Despite the works carried out in phase 1 to relocate the school from Spring Lane to the New Kershaw Centre there still remained a shortfall of teaching facilities, particularly in respect to the delivery of vocational subjects, sports and science. The reprovision of the lost facilities could not be delivered within phase 1 of the works, due to the extremely tight programme.
- 5.5 The local authority has worked with the leadership team of Spring Lane school, and the Oak Leaning Partnership which is the proposed sponsor of Spring Lane School, to determine the immediate requirements for accommodation, but also to develop a longer-term estate strategy recognising the changing demands on provision, and the existing fragmented nature of the PRU estate, operating out of four buildings.

Phase 2 Works

- 5.6 Phase 2 is now required to re-provide classroom accommodation at the New Kershaw Centre, and vocational accommodation at the Whitefield Centre following the relocation from Spring Lane. Together with additional accommodation for an expected increase intake of pupils from September 2024, due to the demand for places.
- 5.7 Phase 2 is necessary, as facilities that were available in the Spring Lane building could not be replicated in any of the schools four existing buildings, due to site constraints.
- 5.8 The Phase 2 works which are the subject of this report are for the re-provision of lost vocational teaching spaces. Initially, the focus was on the possible internal reconfiguration of the PRU's existing building in Whitefield. However, restrictions in available space and time constraints, requiring the accommodation to be available from the autumn term.
- 5.9 The provision of temporary modular accommodation for the whole school positioned at Whittaker Street in Radcliffe was found to be the most appropriate option which could deliver the accommodation that the school require within the required timescales and the land is available for temporary use.
- 5.10 The relocation of the Pupil Referral Unit is not subject to any statutory change as would be required by School Organisation Regulations, and as such does not require formal consultation in respect of its change of location. However, it is proposed that informal consultation take place with key stakeholders including pupils and their families.

Existing and Proposed Site

Existing Site - Whitefield Centre, Albert Road, Whitefield

- 5.11 The existing site is a single storey, 1970's style prefabricated primary school building with, with flat roof, fully glazed/ panelled façade, attached sport hall and car parking. This building was converted in the past into a pupil referral unit, which currently accommodates approximately 42 pupils (to be increased to 50 pupils from September 2024). The building fabric and services are in reasonable condition for its age, although internal arrangement is not currently fit for purpose and requires substantial reconfiguration to improve facilities for the pupils and staff.
- 5.12 There is currently very little space within the site boundary to further extend building or has space to site temporary modular accommodation, whilst any reconfiguration works was to be undertaken. Therefore, any works would substantially disrupt the school.

Proposed Site – vacant Bury Council Site, Whittaker Street, Radcliffe

- 5.13 The proposed site is on the land which has an old red brick, three storey, vacant council building/ old school, with large existing car park/ playground, which temporary modular accommodation could be installed for the Whitefield Centre. This would not have any impact on the running of the existing school whilst this installation is undertaken.
- 5.14 The demolition of the existing Whittaker Street building is due to be completed by the end of July 2024 and the land is included in the accelerated land disposal programme..

Programme

- 5.15 We have developed a detailed programme of works, which can be found in the appendix of Part B of this paper.
- 5.16 The works have been competitively tendered via the ESPO framework, with P McVey Building Systems identified as the preferred supplier. An order for manufacture and construction will follow any approvals given by cabinet.
- 5.17 Due to the nature of the PRU, the modular units will need to have a specific design and made to order by the contractor. The design and manufacturer period for the modular units is likely to take between 12-16 weeks, dependant of the availability of space within their factory.
- 5.18 The demolition of the Whittaker Street building will be completed by the end of July 2024, allowing access to the land shortly after this date. It is the intention to start site preparation works in October 2024 in advance of the modular units being delivered to site in November 2024.

Note: dates are shown approximate until agreed with the modular suppliers.

Procurement Process

- 5.19 Technical capacity in the form of a Project Manager (Walker Sime) were commissioned by Business, Growth, and Investment (BGI) via the pre-procured Constellia Framework, to support the delivery of the Children's Services capital programme. Walker Sime were able to assist Children's service in the delivery of phase 1 and bring experience of the existing sites, the school leadership team, and Bury Council processes, and have worked closely with Bury Council team in various roles since February 2023.
- 5.20 Architectural, Mechanical and Electrical, and Structural Engineer resources were commissioned through formal request for quotations using approved suppliers, aligned with the Council's Contract Rules and Procedures.
- 5.21 The Manufacture and construction works have been procured using a mini competition via the ESPO Framework, specifically for modular building providers and is aligned with the Council's Contract Rule and Procedures.
- 5.22 The project will be overseen by BGI officers and will report to the Council's Regeneration Board for project assurance/oversight.

Links with the Corporate Priorities:

- 6.1 The proposal will support key ambitions of the Let's do it strategy:
- A better future for the children of the borough
 - A better quality of life

- A chance to feel more part of the borough
- Building a fairer society that leaves no-one behind

Equality Impact and Considerations:

- 7.1 An Equality Impact Assessment has been completed, with no negative impacts identified therefore no mitigating actions are required.

Environmental Impact and Considerations:

- 8.1 Environmental impacts and concerns will be considered as part of the pre-construction services and will be in-line with existing Council policies.

Assessment and Mitigation of Risk:

- 9.1 Risk and Mitigation Measures

Risk / opportunity	Mitigation
Significant risks in ensuring the decant of existing services from the Whitefield Centre within a short timescale.	Appointment of Project Manager
Significant risks in delivering the required accommodation and designs for the Whitefield Centre to provide improved/ increased accommodation for the school by November 2024.	Establishment of project team to help develop a project plan and design.
Financial risk in relation to affordability of the project prior to obtaining competitive price.	Undertake informal benchmarking exercise of pricing to inform the project budget.
Risk on not achieving the relocation of Whitefield Centre by 29th November 2024.	Project and risk plan prepared by project manager

Legal Implications:

- 10.1 The modular buildings have been procured using an ESPO framework for modular building providers which provides for a mini competition to be carried out. Successful suppliers accepted onto the framework have been subject to a competitive process in relation to quality and price. The framework is compliant with the Public Contracts Regulations 2015, and the Council's Contract Procedure rules. The Council and the

chosen supplier will enter into a contract for the supply of the modular buildings in the standard form determined by the framework.

Financial Implications:

11.1 The project sum value is contained within the existing DfE funding allocations, approved at February 2024 Budget Council.

Appendices:

Appendix 1 - Equality Impact Assessment

Background papers:

Cabinet Report – 13 December 2023 – [Cabinet report - relocation of Spring Lane School to New Kershaw Centre.docx](#)

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

Term	Meaning
NKC	New Kershaw Centre – Pupil Referral Unit, Deal Street, Bury
PRU	Pupil Referral Unit - type of school that caters for children who are not able to attend a mainstream school. Pupils are often referred there if they need greater care and support than their school can provide.
Initial Designs	High level design produced in concept form that required further development and agreement.
ESPO Framework	Procurement mechanism to use tender works to a list of contractors who have already been reviewed and pre-qualified in terms of capability and experience. Allows the tender process to be quicker.
Options Appraisal	Evaluation of a number chosen options to establish the most appropriate option to proceed with. Each option to be evaluated against set parameters to be agreed, e.g. affordability, programme, viability, and alignment with the long-term strategic approach.

Market Testing/ Tender	An approach to seek multiple prices from suppliers/ contractors to undertake works, for comparison, appraisal and ensure best value for money.
Reconfiguration Works	The approach of making structural and fabric alterations to a particular space to change its size, use or orientation.

This page is intentionally left blank

Equality Impact Analysis

This equality impact analysis establishes the likely effects both positive and negative and potential unintended consequences that decisions, policies, projects and practices can have on people at risk of discrimination, harassment and victimisation. The analysis considers documentary evidence, data and information from stakeholder engagement/consultation to manage risk and to understand the actual or potential effect of activity, including both positive and adverse impacts, on those affected by the activity being considered.

To support completion of this analysis tool, please refer to the equality impact analysis guidance.

Section 1 – Analysis Details (Page 5 of the guidance document)

Name of Policy/Project/Decision	PRU (Phase 2-Whitefield Centre)-request for approval to invite tenders for work in relation to the Pupil Referral Unit.
Lead Officer (SRO or Assistant Director/Director)	Jeanette Richards
Department/Team	Children's Services
Proposed Implementation Date	5.6.2024-Cabinet Date
Author of the EqlA	Samantha Horrocks
Date of the EqlA	20.5.2024

1.1 What is the main purpose of the proposed policy/project/decision and intended outcomes?

Can embed or link to existing report/document in this section

The Pupil Referral Unit (PRU) is a special school catering for 137 secondary age (11-16) pupils with a range of additional educational needs. The PRU operates out of four buildings.

The proposal is to request approval to invite tenders for work in relation to the Pupil Referral Unit, specifically in relation to the PRU's Whitefield Centre.

This relates to Phase 2 of works following the relocation of the main PRU building from Spring Lane to the New Kershaw Centre in February 2024 (Phase 1). Approval is required to proceed to tender to obtain a competitive construction price.

Alongside this, one of the PRU's other buildings, Milltown House has had to be taken out of use because of its condition. The loss of the Spring Lane School site, and limitations to the scope of accommodation available at the NKC has resulted in a shortfall of accommodation available to the PRU, particularly in respect of the delivery of vocational subjects.

The local authority has worked with the leadership team of Spring Lane school, and the Oak Leaning Partnership, which is the proposed sponsor of Spring Lane School, to determine the immediate requirements for accommodation, but also to develop a longer-term estate strategy recognising the changing demands on provision, and the existing fragmented nature of the PRU estate, operating out of four buildings.

Phase 2 is now urgently required, to further expand/ enhance the current provision at the New Kershaw Centre and the Whitefield Centre following the relocation from Spring Lane School. Initially, the focus was on the possible internal reconfiguration of the PRU's existing building in Whitefield. However, time constraints, requiring the accommodation to be available from the autumn term, resulted other options also being considered.

The provision of temporary modular accommodation for the whole school positioned at Whittaker Street, Radcliffe was found to be the only option that could deliver the accommodation that the school require within the timescales available.

Section 2 – Impact Assessment (Pages 6 to 10 of the guidance document)

<p>2.1 Who could the proposed policy/project/decision likely have an impact on?</p> <p>Employees: Yes Community/Residents: Yes Third parties such as suppliers, providers and voluntary organisations: No – the additional accommodation is primarily for use by school pupils, and so the impact will be on pupils on roll at the school, and the staff employed in the school.</p> <p>If the answer to all three questions is ‘no’ there is no need to continue with this analysis.</p>
<p>2.2 Evidence to support the analysis. Include documentary evidence, data and stakeholder information/consultation</p> <p>Documentary Evidence:</p> <p>Once approval is received to invite tenders for work in relation to the Whitefield Centre the design team will develop the scheme through each of the RIBA stages, with each stage developing the level of detail following client/service user engagement.</p> <p>The scheme will then be presented for approval, developed to RIBA stage 4 which brings together the detail of the scheme, a programme for its implementation, and detailed costs. These are the culmination of the design process that has looked in detail at the needs of the children and young people attending the school, and those who will attend in the future.</p> <p>The design process will have regard to the complex needs displayed by many of the children and young people.</p> <p>Data:</p> <p>The school currently caters for 137 pupils with a range of additional educational needs. The scheme will provide additional accommodation to serve a further 50 children and young people.</p> <p>The increase in capacity responds to the Specialist Sufficiency Strategy that recognises the increasing demands within the local population for special school places.</p>

This scheme sits alongside other projects which include the provision of three new Special schools, and also additional Resourced Provision units linked to mainstream schools. All of this is designed to ensure a continuum of high-quality provision to meet the needs of the local population.

Stakeholder information/consultation:

The Phase 2 scheme forms part of a wider Specialist Sufficiency Strategy that has been the subject of extensive consultation with a wide range of stakeholders.

The strategy forms part of the PSV management plan which is overseen by the PSV Board which brings together key stakeholders.

More specifically, in respect of the PRU, the input of the school leadership team and Oak Learning Partnership and the wider school community has been an essential part of the process to inform design and delivery of the project and to ensure that the proposed modular building responds to the needs of its pupils.

The Leadership Team of the PRU has engaged with its service users throughout, on proposals impacting the location of its provision. The PRU serves pupils from across the borough, and those pupils largely access the provision via transport arranged through the local authority. The change in location is not as critical therefore as with a mainstream school serving a distinct geographical community. Because pupils are provided with transport via the local authority, no family will be disadvantaged in terms of access to the provision.

2.3 Consider the following questions in terms of who the policy/project/decision could potentially have an impact on. Detail these in the impact assessment table (2.4) and the potential impact this could have.

- Could the proposal prevent the promotion of equality of opportunity or good relations between different equality groups? No
- Could the proposal create barriers to accessing a service or obtaining employment because of a protected characteristic? No
- Could the proposal affect the usage or experience of a service because of a protected characteristic? No
- Could a protected characteristic be disproportionately advantaged or disadvantaged by the proposal? No
- Could the proposal make it more or less likely that a protected characteristic will be at risk of harassment or victimisation? No
- Could the proposal affect public attitudes towards a protected characteristic (e.g. by increasing or reducing their presence in the community)? No
- Could the proposal prevent or limit a protected characteristic contributing to the democratic running of the council? No

2.4 Characteristic	Potential Impacts	Evidence (from 2.2) to demonstrate this impact	Mitigations to reduce negative impact	Impact level with mitigations Positive, Neutral, Negative
Age	There is no change to the age range of the school.	N/A	N/A	Neutral
Disability	Accessibility to the building to facilities, and to learning	Scheme design	During the design development there has been a focus on accessibility and ensuring the space is welcoming and accessible to all.	Positive
Gender Reassignment	There is no change that will impact	N/A	N/A	Neutral
Marriage and Civil Partnership	There is no change that will impact	N/A	N/A	Neutral

Race	There is no change that will impact	N/A	N/A	Neutral
Religion and Belief	There is no change that will impact	N/A	N/A	Neutral
Sex	There is no change that will impact	N/A	N/A	Neutral
Sexual Orientation	There is no change that will impact	N/A	N/A	Neutral
Carers	There is no change that will impact	N/A	N/A	Neutral
Looked After Children and Care Leavers	There is no change that will impact	N/A	N/A	Neutral
Socio-economically vulnerable	There is no change that will impact	N/A	N/A	Neutral
Veterans	There is no change that will impact	N/A	N/A	Neutral

Actions required to mitigate/reduce/eliminate negative impacts or to complete the analysis

2.5 Characteristics	Action	Action Owner	Completion Date
N/A			

Section 3 - Impact Risk

Establish the level of risk to people and organisations arising from identified impacts, with additional actions completed to mitigate/reduce/eliminate negative impacts.

3.1 Identifying risk level (Pages 10 - 12 of the guidance document)

Impact x Likelihood = Score			Likelihood			
			1	2	3	4
			Unlikely	Possible	Likely	Very likely
Impact	4	Very High	4	8	12	16
	3	High	3	6	9	12
	2	Medium	2	4	6	8
	1	Low	1	2	3	4
	0	Positive / No impact	0	0	0	0

Risk Level	No Risk = 0	Low Risk = 1 - 4	Medium Risk = 5 – 7	High Risk = 8 - 16
-------------------	--------------------	-------------------------	----------------------------	---------------------------


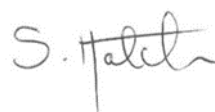
3.2 Level of risk identified	
-------------------------------------	--

3.3 Reasons for risk level calculation	Low Risk-0 No risk as positive amendments have been made during the design stage of the build scheme.
---	--

Section 4 - Analysis Decision (Page 11 of the guidance document)

4.1 Analysis Decision	X	Reasons for This Decision
There is no negative impact therefore the activity will proceed	X	There are no negative impacts from the activity
There are low impacts or risks identified which can be mitigated or managed to reduce the risks and activity will proceed		
There are medium to high risks identified which cannot be mitigated following careful and thorough consideration. The activity will proceed with caution and this risk recorded on the risk register, ensuring continual review		

Section 5 – Sign Off and Revisions (Page 11 of the guidance document)

5.1 Sign Off	Name	Date	Comments
Lead Officer/SRO/Project Manager	Paul Cooke	21/05/24	
Responsible Asst. Director/Director	Stephen Holden	21/05/24	
EDI	L. Cawley	21/05/24	

EqlA Revision Log

5.2 Revision Date	Revision By	Revision Details

This page is intentionally left blank



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

Report to:	Cabinet	Date: 16 th July 2024
Subject:	Six Town Housing - Six Town Housing – Post Transition Actions	
Report of	Cabinet Member for Housing Services	

e

Summary

1. This Report consists of two parts seeking approval for the necessary post transition actions and transactions to complete arrangements for Six Town Housing to continue its reduced social housing activities after it ceased to be the Council's ALMO.
2. Part 1 explains and recommends approval for
 - i. the revision and amendment of the Six Town Housing (STH) Articles of Association to provide the governance arrangements for delivery of its reduced activities following the termination of its ALMO role on 31/1/24. Also recommends appointment of a new Chair of the newly composed Six Town Housing Board.
3. Part 2 explains and recommends approval of:
 - i. A new Intra-Group Agreement (IGA) with STH to govern and record the corporate relationship between the Council and the Company. To provide assurance to STH and the Regulator that the Council will support STH to deliver and protect its social housing and not impede STHs compliance with the Regulators Regulatory Standards
 - ii. A new Operation Plans & Service Level Agreement ("Op Plans & SLA") with STH that further consolidates the operational plans for the provision of "Council Services" to STH including contact points, accountabilities, and the future inclusion of performance levels.
 - iii. A new Data Processing Agreement (DPA) with STH to underpin the delivery of the Council Services to ensure all sharing and processing of STH tenant's personal data is done in a lawful and compliant manner.
 - iv. Minor amendments to the Termination & Transition Agreement 1/2/24 ("T&T Agreement") agreed as minor but necessary by the Monitoring Officer and Solicitors acting for STH.

4. Appended to the Report are the instruments to give effect to these recommended approvals for completion by the Council.

Recommendation(s)

5. To note reasons, power, and process for the Council to amend STH Articles of Association and appoint new Chair.
6. To approve the Sole Member (Council) Special Resolution amending Articles of Association and appointing the new Chair.
7. To delegate to the Cabinet Member for Housing Services the signing of the Sole Member Special Resolution to give effect to the Resolution as appended to this report.
8. Delegate to the Monitoring Office the notifying of Companies House and the Regulator of Social Housing of the amendments of the Articles of Association.
9. To note
 - i. The background and reasons explaining the need to approve the terms of the following instruments, and approve and direct the completion following instruments with STH:
 - a. Intra-Group Agreement.
 - b. Council Services Operation Plans & SLA.
 - c. Data Processing Agreement
 - d. Termination & Transition Agreement 1/2/24 minor amendment.
 - ii. delegate to Director of Law and Democratic Services the power to execute each of the above instruments (for later mutual exchange of signed instruments with STH)

Reasons for recommendation(s)

10. STH no longer performs the ALMO function for the Council but it continues as an active Private Registered Provider of Social Housing company owning and leasing just 149 social housing homes which it lets and sublets to its own social housing tenants. STH no longer employs staff, is managed solely by its Board, and wholly relies on the Council for services.
11. Consequently, STH Articles of Association need changing to provide the governance arrangements appropriate to enable STH to efficiently deliver services to its small number of tenants.
12. Furthermore, the Council and STH are advised to enter into the agreements recommended by this Report to ensure compliance with the law, regulatory requirements, and good governance practice so that the restructured STH

may continue with its reduced social housing activities relying on the support of the Council.

Alternative options considered and rejected.

13. The option to “do nothing” is not appropriate since STH corporate governance arrangements must provide for and align with STHs significantly reduced role and activities. And the additional agreements recommended in this Report shall ensure that both parties act lawfully and compliantly as set out in the body of the report.

Report Author and Contact Details:

Name: Kate Waterhouse

Position: Executive Director of Strategy & Transformation

Department: Corporate Core

E-mail: k.waterhouse@bury.gov.uk

Background

14. On 1st February 2024 STH ceased managing the Council's housing stock and so ceased to its ALMO.
15. However, STH remains intact as a wholly owned subsidiary company of the Council and is itself a Private Registered Provider of Social Housing owning and leasing 149 social housing homes which it lets and sublets to its own social housing tenants under the assured tenancy regime governed by the Housing Act 1988.
16. STH no longer has any paid staff, is managed solely by its Board, and relies on the Council (including its agents and sub-contractors) for all services required to manage its tenancies and properties and to maintain its regulatory compliance (these are referred to as “Council Services”).
17. The key contractual arrangement regulating the relationship between STH and the Council is the “Termination and Transition Agreement 1/2/24” (T&T Agreement”) and this will be augmented by the instruments which are recommended in this Report.

Amending STH Articles of Association by Council Special Resolution & Appointing the new STH Chair.

18. It is necessary to revise and make the necessary updating changes to STHs corporate governance instruments to provide for and align to its new and significantly reduced activities. Consequently, this part of the Report addresses and recommends approval for the changing of the STH Articles of Association.

19. As the sole owner of STH, the Council has the right to amend STH Articles of Association by "Special Resolution" under s357 of the Companies Act 2006.
20. The proposed changes to the Articles of Association are particularised in specific detail in the Special Resolution drawn up for this purpose by Legal Services and appended to this Report at Appendix 1. The material changes to the current Articles consist of the following:
 - i. Reduction of the Board membership to four members with Chair to be appointed by Council.
 - ii. Deletion of all references to "Council Board Members", "Tenant Board Members" and "Independent Members" types.
 - iii. Reduction of the Objects to the basic objects usually applicable to small Private Registered Providers of Social Housing.
 - iv. Miscellaneous changes throughout to align with the above material changes and to correct errors in the existing Articles.
21. The STH Board members who were in post until STH ceased being the Council's ALMO all resigned effective on 1/2/24. Four new Board members all of whom are senior Council officers were appointed as Board members to assume management of the company. Although the current Articles permit just four members to manage the company it should only be for an interim period until full membership is restored and, therefore, it is appropriate to modify the Articles of Association to provide for the new Board composition of four members *before* the new Board convenes its first meeting to begin its active management.
22. It is also convenient to take the opportunity to appoint the new Chair of the newly composed STH Board.
23. The proposed changes to the Articles of Association and appointment of the Chair will take effect immediately upon the signing of the Special Resolution. The Special Resolution and changed Articles will then be registered with Companies House and the Regulator of Social Housing.

Post transition agreements to be entered into with STH.

24. The Council (and STH) are advised to enter into the following agreements recommended by this Report to ensure compliance with the law, regulatory requirements, and good governance practice to enable the restructured STH

to continue with its reduced social housing activities relying on the support of the Council.

Intra-Group Agreement

25. The legal and regulatory advice to the Council is that it should now enter this IGA with STH to govern and record their corporate relationship as “subsidiary” and “parent”. The main provisions of the IGA are as follows:
- i. To declare and express the parties’ common objectives, values, and vision by becoming members of a group with common objectives in relation to the provision of quality social housing and related services.
 - ii. That the Council as parent shall support STH to deliver its objectives including providing Council Services (this effectively double downs on the commitments already made by the Council pursuant to the terms of the T&T Agreement).
 - iii. That the Council shall support STH to protect its social housing assets and agrees not to act or require STH to act in any way that would render STH in breach of the Regulator of Social Housing Regulatory Framework.
 - iv. In reciprocation STH agrees to adopt “group policies” reasonably issued by the Council and to submit its Business Plans as directed by the Council for its endorsement
26. An IGA document in this form would be expected to be in place by the Regulator in these circumstances and would ask for it in the event it requires corporate information from STH.
27. The IGA provisions adhere to the requirements of both the Regulator of Social Housing Regulatory Framework and the National Federation of Housing’s Code of Governance 2020 that STH adopted as its governance code prior to transition.
28. The IGA contained in Appendix 2 imposes little in terms of new obligations on STH since STH has always been under the Council’s control insofar as corporate planning and development.

Operational Plans & Service Level Agreement

29. STH no longer has any paid staff and relies on the Council (including its agents and sub-contractors) for all services required to manage its tenancies and properties and to maintain its regulatory compliance. These “Council Services” are supplied pursuant to the terms of the Termination & Transition Agreement.

30. The provisions of the Termination & Transition Agreement anticipated the development and agreement of further operational plans to provide the necessary details for the day-to-day operational delivery of Council Services including contact points, accountabilities, and performance levels. The Operational Plans & Service Level Agreement appended at Appendix 3 provides that further detail and is now recommended to Cabinet for approval and completing.
31. The Executive Director is satisfied that the Operational Plans & SLA provides sufficient detail, clarity, and assurance for the delivery of Council Services to properly manage STH's social housing tenancies, properties and maintain its regulatory compliance. STH may be required to share this Operational Plans & SLA with the Regulator to demonstrate it has sufficient contracts and controls in place to comply with its regulatory obligations.
32. The provisions of the proposed Operational Plans & SLA provide that detail, clarity and assurance as follows:
 - i. The "*Parties Due Regard & Consideration Declaration*" statement records the fact that both parties have considered the following:
 - a. the management needs of STH Social Housing stock and its corporate objects,
 - b. the needs and expectations of STH's tenants,
 - c. the Regulatory Framework,
 - d. the Code of Governance and its associated guidance particularly those parts that addresses compliance by "small RPs",
 - e. STHs ownership by and long-standing relationship with the Council,
 - f. that the STH work force transferred to the Council on 1st February 2024 continue to perform largely the same functions pertaining to the Council's and STH's Social Housing as they were engaged upon prior to that date, and
 - g. that the operational servicing of the STH's activities continues to be performed using the same operating systems and processes used before 1st February 2024.

and that after having due regard to the above both parties agree that the provision of the Council Services shall be sufficient to enable STH to

manage its 149 properties and tenancies in compliance with all laws and regulations.

The acknowledgement and recording of this should give assurance to the Regulator that STH has considered the appropriate matters, regulation, and code in making its determination. This is particularly important in relation to fulfilling the functions usually undertaken by a chief executive or managing director. STH is now managed by its Board only and relies on the Council Services for executive support. As explained below, this role is now covered by the Council's Senior officers.

- ii. The schedule of Council Services set out in the Termination & Transition Agreement are repeated in Schedule 1 of the Op Plans & SLA. Against each service area is detailed "*Further and better particulars of Council Services & the responsible and accountable Council Service Managers*" to be provided under the Op Plans & SLA. The key provisions in the Schedule are:
 - a. the allocation of accountability and responsibility of Council Service delivery to named senior officers of the Council (described as "Service Managers") with overall responsibility allocated to the Director of Housing Operations,
 - b. space provided to add any future additional information about service lead contacts, operational plan/deployment/policy/procedure underpinning the delivery of the service type.
 - iii. There are no addition payments to be paid by STH since "consideration" for Council Services is dealt with under the Termination & Transition Agreement. However, it is recognised in the Operational Plans & SLA that charges for Council Services may increase in the future (via normal inflation) and charged to STH. Those charges will then be passed down to tenants via rent and service charge increases following review in the usual way.
33. This first Operational Plans and SLA is designed to swiftly put in place key accountabilities and to connect the Council's own Housing Service to the operational needs of STH. However, Cabinet will appreciate that the Council is bedding in and developing its Housing Service following the transition to direct management of its housing stock on 1st February 2024. Consequently, matters such as refined performance measures will need to be worked out and updated into a revised Schedule 1 at some point in the future.
34. As for now, the Operational Plans and SLA simply demands of the Council Services that they be sufficient to ensure the proper and compliant management of STH tenancies, properties, and operations. These

requirements are bolstered by complimentary commitments made by the Council in the Termination & Transition Agreement and IGA to support STH in its compliant management and delivery of services to its tenants.

35. For the Council to deliver the Council Services to STH and its tenants the Council must have and process the tenant's personal data. This is a regulated activity under data protection legislation (GDPR and Data Protection Act 2018) and the Information Commissioner's Office (ICO) has issued a Data Sharing Code to assist organisations sharing and processing personal data to comply with the law.
36. The Council Legal Services has produced this Data Processing Agreement which they have confirmed is fit for purpose insofar as ensuring that the transfer and processing of STH tenants' personal data by the Council is done lawfully in compliance with applicable data protection legislation.
37. The lawful basis for data sharing in this instance is both "*consent*" (signing of the tenancy agreement which includes provision for consent to data processing) and "*contract*" (the need to process data by STH and its agents to deliver services to the tenants and their homes in accordance with STH legal commitments in the tenancy contract).

Minor corrective amendments to the Termination & Transition Agreement
1/2/24

38. The terms of transition were set out in the Termination and Transition Agreement 1/2/24 agreed between the parties ("T&T Agreement"). However, following completion and the T&T Agreement the Council's lawyers noticed that several links and references to transferred assets set out in Schedule 1 are erroneous and need to be deleted.
39. The erroneous references and links contained in Schedule 1 of the T&T Agreement are those referring to:
 - i. Leasing Agreements
 - ii. Premises Leases: (1) Redbank and (2) Peachment
40. The solution to correct the minor errors agreed between the Council Legal Services and lawyers Anthony Collins, who acted for STH on the T&T Agreement, was simply strike through the offending references and redirect the references for Leasing Agreements to the Contract Registers A and B which should properly contain any such agreements.
41. Attached at Appendix 5A is the T&T Agreement with the corrective action completed for completion by initialling against the two places marked "STH Initial and Date Here".

STH reciprocal approvals to complete these agreements and subsequent completion.

42. Following the changing of the Articles of Association and appointment of the Chair the new STH Board can meet to deal with its first business that shall include approving the same agreements recommended to the Council in this Report. Once both the Council's Cabinet and STH Board approve the agreements the necessary steps will be taken to complete the transactions.

Links with the Corporate Priorities:

Please summarise how this links to the Let's Do It Strategy.

- 43.

Equality Impact and Considerations:

*Please provide an explanation of the outcome(s) of an initial or full EIA and make **specific reference regarding the protected characteristic of Looked After Children**. Intranet link to EIA documents is [here](#).*

- 44.

Environmental Impact and Considerations:

*Please provide an explanation of the Environmental impact of this decision. Please include the impact on both **Carbon emissions** (contact climate@bury.gov.uk for advice) and **Biodiversity** (contact c.m.wilkinson@bury.gov.uk for advice)*

- 45.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation

Legal Implications:

46. The Council as sole owning member of STH is empowered to change the Articles of Association by "Special Resolution" under s357 of the Companies Act 2006.

47. Legal Services have advised the Director of Housing Operations as to the appropriateness of changing the Articles of Association to properly provide for and align with STH's new and significantly reduced role and activities.
48. The proposed change of Articles is one of several measures being taken to adjust STH's corporate arrangements, and its contractual arrangements with the Council (as explained in the Report), to ensure that STH can efficiently and effectively deliver its services to its tenants and maintain its regulatory compliance pending a fuller review of the future of STH, to be made as part of the Council's strategic housing planning. Legal Services is advising on all of these measures.
49. In relation to the recommendation to enter into the agreements discussed in Part 2 of this Report, Legal Services here confirm that each are necessary for the reasons given and to ensure that the Council (and STH) act lawfully, compliantly and in line with good governance.
50. All of the instruments and agreements appended hereto for signing have been drawn up by a solicitor of Legal Services.

Financial Implications:

51. Service Level Agreements provided by the Council to Six Town Housing will be charged in line with Council existing policies and budgets will be aligned and updated accordingly to reflect these charges.

Appendices:

Please list any appended documents.

1. Special Resolution amending STH Articles of Association & appointing the new STH Chair
2. Intra-Group Agreement
3. Operational Plans & SLA
4. Data Processing Agreement
- 5A. Amended Termination & Transition Agreement

Background papers:

Link to ICO guidance on data sharing: Data sharing: [Data sharing: a code of practice | ICO](#)

Please list any background documents to this report and include a hyperlink where possible.

N/A

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

N/A

Term	Meaning

This page is intentionally left blank

Six Town Housing Limited (the Company)

Company Number 04948846

Written record of a decision of the sole Member of the Company pursuant to section 357 of the Companies Act 2006 (the Act).

The undersigned, being the sole Member of the Company, has taken the following decision on the date shown below, and such a decision has effect as a special resolution of the Company:

Special Resolution

- A. THAT the articles of association of the Company be amended as set out in Schedule 1 of this Special Resolution.
- B. That pursuant to Article 27 (1) Kate Waterhouse be appointed Chair.

Signed:

Dated:

On behalf of the Council.

Schedule 1

- 1. Article 1.1 definition of “Chair” be amended by deleting “Article 27.3” and replacing it with “Article 27.2”.
- 2. Article 1.1 definition of “Council Board Member” be deleted in its entirety.
- 3. Article 1.1 definition of “Independent Board Member” be deleted in its entirety.
- 4. Article 1.1 immediately following the definition of “Local Authority Person” insert a new defined term as follows:
“**Member:** means the sole owner member of the Company (namely the Council)”
- 5. Article 1.1 add the following at the end of the definition of “Secretary”:
“and/or a third-party supplier of such services which may include the Council.”
- 6. Article 1.1 definition of “Tenant” be deleting and replaced with as follows:
“**Tenant:** means a person who holds an assured tenancy or lease of a residential property from and occupies a property belonging to the Company”.
- 7. Article 1.1 definition of “Tenant Board Member” be deleted in its entirety.
- 8. Article 2 the “Objects” contained in sub-paragraphs (1) to (13) inclusive be deleted in their entirety and replaced with the following:
“(1) The business of providing and managing housing, including Social Housing, and providing assistance to help house people and associated facilities, amenities and services;
(2) Any other object that is connected with or incidental to the provision of housing that can be carried out from time to time by a company registered as a provider of social housing with the Regulator”.

9. Article 4 sub-paragraph (7) and all of the subsequent and final paragraph of Article 4 that begins with “*PROVIDED FURTHER THAT ...*” and ends with “*...in accordance with Article 28*” be deleted in their entirety.
10. Article 11 sub-paragraph 11.1 (a), (b) and (c) be deleted in its entirety and be replaced with the following:
“*11.1 The total number of Board Members shall be four one of whom shall be appointed Chair of the Board.*”
11. Article 11 sub-paragraph 11.2 be deleted in its entirety.
12. Article 13 all references to “*Council Board Members*” in the Article 13 heading and sub-paragraphs 13.1, 13.2 and 13.3 be deleted and replaced with “*Board Member*”.
13. The following Articles be deleted in their entirety:
Article 14,
Article 15, and
Article 16
14. Article 18 sub-paragraphs 18.1 (9) to (14) inclusive be deleted in their entirety.
15. Article 21 sub-paragraph 21.3 be deleted in its entirety.
16. Article 23 delete the first word “*Seven*” and replace it with the word “*Two*”.
17. Article 24 in the first paragraph delete the word “*particulate*” and replace it with “*participate*”.
18. Article 25 in sub-paragraph 25.1 delete the word “*seven*” and replace it with the word “*three*”.
19. Article 25 in sub-paragraph 25.3 delete the Article reference “*26.1*” and replace it with the reference “*25.1*”.
20. Article 27 sub-paragraphs (1), (2) and (3) be deleted in their entirety and replaced with the following:
“*(1) The Council may appoint a Board Member to be the Chair.*”
21. Article 28 sub-paragraphs 28.3 and 28.4 delete Article references “*29.5*” and “*29.6*” and replace them with Article references “*28.5*” and “*28.6*” respectively.
22. Article 28 sub-paragraph 28.5 4 delete Article reference “*29.2*” and replace it with Article references “*28.2*”.
23. Article 28 delete sub-paragraph 28.5(b) in its entirety.

24. Article 28 in the fourth and final bullet point to sub-paragraph 28.6 delete Article reference "31" and replace it with Articles reference "30".
25. Article 30 in the first paragraph delete the words *"..with the exception of the Chair (whose remuneration shall be determined by a panel of the Audit, Standards, Risk and performance Committee appointed for that purpose).."*

This page is intentionally left blank

DATED XXXXXX **2024**

THE METROPOLITAN BOROUGH OF BURY

and

SIX TOWN HOUSING LIMITED

INTRA-GROUP AGREEMENT

1.	INTERPRETATION	2
2.	GROUP OBJECTIVES.....	4
3.	RP STATUS AND PROTECTION OF SOCIAL HOUSING ASSETS	4
4.	PARENT GOVERNANCE ARRANGEMENTS	5
5.	SIX TOWN HOUSING CONSTITUTION AND BOARD	6
6.	GROUP POLICIES	7
7.	GROUP BUSINESS PLANS.....	8
8.	COUNCIL SERVICES.....	9 TO SIX TOWN
9.	STAFFING.....	9
10.	COVENANTS	10
11.	VARIATIONS.....	10
12.	RESOLUTION OF DISPUTES.....	11
13.	DATA PROTECTION	11
14.	LOCAL AUTHORITIES (COMPANIES) ORDER 1995 AND FREEDOM OF INFORMATION	11
15.	NOTICES.....	12

THIS INTRA-GROUP AGREEMENT is made on

XXXXXXX

2024

BETWEEN

- (1) **THE METROPLITAN BOROUGH OF BURY** of Town Hall, Knowsley Street, Bury BL9 0SW (the “**Parent**”); and
- (2) **SIX TOWN HOUSING LIMITED** (company number 04948846) a registered provider of social housing (number 4612) whose registered office is at 6 Knowsley Place, Angouleme Way, Bury BL9 0EL (“**Six Town**”).

Each a “**Party**” and together the “**Parties**”.

WHEREAS:

- (A) The Parent is a local authority and registered provider of social housing (number 00BM) providing social housing in its district.
- (B) Six Town is a wholly owned subsidiary company of the Parent originally established in 2003 to manage the Parents social housing stock as an arm’s length management organisation (ALMO) and has since been registered as a registered provider of social housing and as such owns and leases 149 social housing homes which it lets and sublets to its tenants.
- (C) In 2005 the Parties entered into a management agreement providing for the management of the Parents social housing by Six Town and upon its expiry a new management agreement was entered into in 2020. On 1st February 2024 the Parties entered into a Termination and Transition Agreement which inter alia had the following immediate effect:
 - I. terminating the 2020 management agreement and Six Town’s management of the Parents social housing, and
 - II. transferring all of Six Town’s operations to the Parent including all Six Towns staff, and
 - III. providing various “Council Services” to Six Town to manage its 149 social housing homes and to maintain Six Town’s regulatory compliance.
- (D) This Agreement relates to Six Town’s continuing function as a registered provider of social housing and the proper management of its social housing stock.
- (E) The Parties have agreed to express their common objectives, values and vision by becoming members of a group on the terms set out in this Intra-Group Agreement and in order that they may each benefit from the delivery of high-quality services.

NOW THIS DEED WITNESSES as follows: -

1. INTERPRETATION

1.1 In this Agreement where the context so admits the following words and phrases shall bear the following meanings: -

“Agreement” means this Agreement.

“Board” means the Board of Six Town

“Budget” means a Group Member’s budget for the current year set in accordance with Clause 7;

“Business Plan” means a Group Member’s current business plan or equivalent set in accordance with Clause 7;

“Competent Authority” means any of or all of the Regulator, the Charity Commission, the Financial Conduct Authority, Her Majesty’s Revenue and Customs, the National Audit Office and Companies House;

“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” and “Process” / “Processing” have the meaning assigned to them in the Data Protection Legislation;

“Council Services” means the Council Services provided by the Parent to Six Town pursuant to the Termination and Transition Agreement dated 1st February 2024 and any supporting Operation Plan as may be provided pursuant to Appendix 1 thereof;

“Data Protection Legislation” means the Data Protection Act 2018 (“DPA 2018”), the General Data Protection Regulation 2016/679 (“**GDPR**”) and the Privacy and Electronic Communications Regulations 2003, as amended, replaced or superseded, and all other applicable laws and regulations relating to the processing of personal data and privacy together with any applicable guidance and/or codes of practice issued or endorsed by the Information Commissioner or relevant government department in relation to such legislation;

“Funding Agreement” means any agreement under which the Parent or any Group Member has borrowed money;

“Group” means the Parent and Six Town and any subsidiary of the same;

“Group Corporate Plan” means the corporate plan for the Group from time to time;

“Group Member” means each of the Parent and Six Town;

“Group Policy” means the policies and standards applicable to the Group as adopted by the Parent following consultation with Group Members in accordance with Clause 8;

“Operational Plan(s)” means the Parent plans setting out the detailed arrangements for delivery of the Council Services including but not limited to key contacts, accountabilities, relevant performance standards, quality considerations, the term of the agreement and pricing if applicable.

“Parent Cabinet” means the Parents local authority cabinet or any committee with delegated authority to discharge any of its functions pertaining to this Agreement (and any successor body of the Cabinet in the event of changes to the Parents local authority constitution);

“Regulator” means the Regulator of Social Housing established pursuant to the Housing and Regeneration Act 2008 or any future body or authority (including any statutory successor) carrying on similar regulatory or supervisory functions;

“Regulatory Framework” means the Regulator’s Regulatory Framework for Social Housing in England from April 2015 and any successor or supplemental document or guidance;

“RP” means a provider of social housing registered with the Regulator under the Housing and Regeneration Act 2008;

“Social Housing” means low-cost rental accommodation and low-cost home ownership accommodation as defined in Section 68 and Section 77 of the Housing and Regeneration Act 2008;

“Subsidiary” has the meaning within the Housing and Regeneration Act 2008 and/or the Companies Act 2006 (as appropriate);

“T&T Agreement” means the Termination and Transition Agreement dated 1st February 2024 between the Parties, and

“Working Day” means Monday to Friday in any week except public holidays between 9.00 am and 5.00 pm.

1.2 In this Agreement: -

- 1.2.1 references to the singular include the plural and vice versa, and to the masculine include the feminine and neuter and vice versa;
- 1.2.2 references to “persons” and “organisations” include corporate bodies, public bodies, unincorporated associations and partnerships;
- 1.2.3 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references

to legislation (where appropriate) include all regulations, determinations and directions made or given under it;

- 1.2.4 references to Clauses and Schedules are to clauses and schedules of this Agreement, except where stated otherwise;
- 1.2.5 the headings to the clauses are not to affect the construction or interpretation of this Agreement;
- 1.2.6 an obligation on any party to do something is to be construed as an obligation either (so far as it is reasonably able) to do it or to secure that it is done;
- 1.2.7 an obligation on any party not to do something includes the obligation (so far as it is reasonably able) to prevent it;
- 1.2.8 consents may be given subject to conditions and a breach of those conditions is to be a breach of this Agreement;
- 1.2.9 references to a party include its successors in title and assignees; and
- 1.2.10 words and phrases defined in the constitution of a particular Group Member shall in relation to that Group Member have the same meanings in this Agreement as are given to them in that constitution.

2. GROUP OBJECTIVES

- 2.1 The Parent and Six Town wish to record their objectives in forming the Group and they each covenant to carry on their businesses in accordance with the Group objectives as set out in this clause 2, as from time to time amended by agreement of the Parties.
- 2.2 The shared objectives which have been agreed for the future operations of the Group are to:
 - 2.2.1 deliver a high-quality affordable housing offer aimed at meeting local housing need;
 - 2.2.2 contribute to wider social and physical regeneration strategies within the area of operation; and
 - 2.2.3 maximise available resources, remain viable and provide value for money across the business.
- 2.3 Any variation to this Clause 2 shall be made in accordance with Clause 11 (Variations).

3. RP STATUS AND PROTECTION OF SOCIAL HOUSING ASSETS

- 3.1 Six Town confirms that it is a not-for-profit RP and agrees to remain as such at all times whilst it is a subsidiary of the Parent.

- 3.2 The Parent and Six Town agree to use their best endeavours to ensure that the Parent and Six Town meet the requirements and obligations of any Competent Authority.
- 3.3 In recognition of the status of Six Town as a not-for-profit RP Subsidiary and the Parent as a local authority RP, the Parties confirm and agree as follows: -
- 3.3.1 Six Town shall continue to operate with the primary objective of providing, maintaining, improving and managing Social Housing;
 - 3.3.2 the Parent shall support and assist Six Town (so far as it is able) to comply with the Regulator's standards and other regulatory requirements;
 - 3.3.3 Six Town shall not be prejudiced by the actions, activities or influence of the Parent or any of its other Subsidiaries in complying with the Regulator's standards and other regulatory requirements;
 - 3.3.4 Six Town shall not be required by the Parent to enter into agreements to support the Parent or any other third party that may have a negative material impact on Six Town's social housing assets;
 - 3.3.5 Six Town shall not transfer any of its assets to another organisation within the Group unless either it is to another RP or the transfer is on arms' length terms;
 - 3.3.6 Six Town (or its subsidiaries, if any) shall not provide any funding or give any loans to any other entity unless it is in furtherance of its objects and either supports not-for-profit Social Housing activities and the Board of Six Town is satisfied that the provision of such funding or loans would not have a material negative impact on Six Town's social housing assets.

4. PARENT GOVERNANCE ARRANGEMENTS

- 4.1 The Parent Cabinet shall be appointed from time to time in accordance with its local authority constitution.
- 4.2 Where there is any proposal by the Parent to make any amendments to the Parent's constitution which may affect or pertain to Six Town and/or this Agreement the Parent shall notify the Board as soon as practicable and shall consult with the Board to establish its views on the proposed amendments.
- 4.3 The Parent has the right to establish Subsidiaries. Such Subsidiaries will not necessarily be Group Members under this Agreement and the Parent may enter into such intragroup control and service arrangements with its Subsidiaries as the Parent Cabinet may consider appropriate from time to time. Any such intragroup control and service arrangements must not detrimentally affect the achievement by the Parent or any Group Member of the Group objectives (as set out in Clause 2 of this Agreement) or the rights and obligations contained in Clause 3 of this Agreement (RP Status and Protection of Social Housing Assets).

- 4.4 The Parent may establish such committees of the Parent Cabinet as the Parent Cabinet shall consider appropriate from time to time.
- 4.5 The Parent may also establish such Group committees and working groups as the Parent Cabinet shall consider appropriate from time to time.
- 4.6 If requested by the Parent, Six Town agrees to delegate the necessary authorities to such Group committees to enable them to function as fully authorised committees with delegated authority from Six Town.

5. SIX TOWN 'S CONSTITUTION AND BOARD

- 5.1 The Parties confirm that Six Town has primary responsibility for all aspects of its business of an operational nature and that the Board has the right to manage its business in accordance with the objects set out in its constitution subject to this Agreement and the overall business and financial strategy for the Group.
- 5.2 Six Town shall adopt and comply with The National Housing Federation's Code of Governance (as amended and updated by the National Housing Federation from time to time) and/or such other governance as may be determined by the Parent. The Parent shall oversee Six Town 's compliance with its adopted code of governance.
- 5.3 Six Town acknowledges and agrees that: -
 - 5.3.1 it is wholly owned by the Parent;
 - 5.3.2 its membership policies for the admission of future members shall be in accordance with regulatory requirements and the governance requirements set out in its articles of association and any Group Policies;
 - 5.3.3 it shall ensure that the composition of its Board shall satisfy regulatory requirements and the governance requirements set out in any Group Policies;
 - 5.3.4 it will obtain the approval of the Parent prior to its Board appointing or co-opting any Group employee to its Board;
 - 5.3.5 it will only remunerate its Board Members: -
 - (a) in accordance with Group Policies;
 - (b) where the Regulator's regulatory requirements have been met, and
 - (c) where its Budget incorporates provision for such remuneration.
- 5.4 The Parties acknowledge and agree that having regard to Six Towns size and its ownership at the date of this Agreement the Board may reasonably and proportionately be appointed by the Parent and that the Parties shall periodically review this provision.

- 5.5 Notwithstanding that the Parent has the powers of appointment and mid-term removal under Six Town 's constitution in relation to its Board, the Parent hereby confirms that it would, in the usual course of business, only intend (although it is not fettering its constitutional rights) to exercise the power to appoint new and remove current Board members in the circumstances set out in Schedule 1.
- 5.6 Where there is any proposal by Six Town to amend Six Town 's constitution the Board shall notify the Parent as soon as practicable and such amendment shall require the consent of the Parent before becoming effective (such consent shall not unreasonably be withheld by the Parent).
- 5.7 Six Town shall have the right to:
- 5.7.1 establish committees of its Board, provided that no such committee may be established where the Parent is of the reasonable opinion that the work of such committee would duplicate the work of any committee of the Parent established in accordance with Clause 4.5, or any Group committee established in accordance with Clause 4.6;
 - 5.7.2 create or acquire a subsidiary, with the Parent's consent. Such subsidiaries shall not become parties to this Agreement save with the Parent's consent.
- 5.8 Should Six Town create or acquire a subsidiary then it shall put in place such constitutional, control and intragroup service arrangements between itself, its subsidiary and the Parent as the Parent may reasonably require.

6. GROUP POLICIES

- 6.1 The Parent shall for the benefit of the Group as a whole have the power to adopt from time to time such policies, standing orders, financial regulations and standards (after consultation with Six Town) relating to all members of its Group, as it shall consider appropriate from time to time to ensure compliance with:
- 6.1.1 any statutory or regulatory requirements applicable to the Group or any Group Member and the Regulatory Framework, where applicable;
 - 6.1.2 financial and business probity;
 - 6.1.3 good governance practice;
 - 6.1.4 risk assessment; and
 - 6.1.5 any other matter which the Parent Cabinet considers in its absolute discretion it is desirable for the Group as a whole to have a consistent policy on
- and these policies, standing orders, financial regulations and standards shall be designated as Group Policies.
- 6.2 Six Town may set its own operational policies relating to its business.

- 6.3 The parties acknowledge and agree that Six Town may maintain its own policies and procedures until and/or unless those policies are replaced and/or superseded by those of the Parent and/or Group subject always to the principles set out in clause 3 of this Agreement.

7. GROUP BUSINESS PLANS

- 7.1 The Parent shall specify a date each year by no later than which Six Town shall deliver to the Parent its updated Business Plan and Budget in the form recommended by Six Town's Board, and shall confirm to the Parent that such Business Plan and Budget: -

- 7.1.1 complies with Group Policies and the requirements of the overall Group business plan parameters and assumptions for the relevant period, as delivered by the Parent to Six Town from time to time;
- 7.1.2 evidences compliance with all third party obligations of Six Town and in particular any financial covenant obligations under its borrowing arrangements for the relevant period;
- 7.1.3 shows that Six Town is able to meet any payment obligations as they fall due; and
- 7.1.4 takes into account all contemplated obligations and commitments of Six Town, and in particular: -
 - (a) provides for services to its tenants (pursuant to its receipt of Council Services) which shall be maintained in accordance with the Regulator's regulatory requirements and Group Policies;
 - (b) makes proper and reasonable provision for the maintenance and repair of the Six Town's properties (if any) over the period of the Business Plan;
 - (c) evidences compliance with law and the Regulatory Framework (where applicable) and other regulatory requirements; and
 - (d) promotes the business of Six Town as agreed by the Parent from time to time in relation to areas of operation or type of business.

- 7.2 Six Town will be responsible for delivering the specified outputs within the Business Plan and Budget, if any.

- 7.3 The Parent Cabinet shall, as soon as practicable after receiving Six Town's business plan and budget in accordance with Clause 7.1, confirm to it whether it has any issues of concern with such Business Plan and Budget.

- 7.4 The Parent shall notify Six Town of the reasons for raising issues of concern with its Business Plan and Budget, and the Parent and Six Town will use their reasonable endeavours to work together to agree a revised Six Town Business

Plan and Budget for approval by the Parent Cabinet as soon as possible. Until such issues are resolved, the Business Plan shall not become the Group Member's Business Plan and Budget for the purposes of this Agreement and the preceding year's Business Plan and Budget shall continue to have effect.

- 7.5 Each Party covenants to carry on its business and only to enter into commitments as envisaged by the Business Plan and Budget or where any matter is outside the Business Plan and Budget, with the consent of the Parent, which shall not be unreasonably withheld.

8. COUNCIL SERVICES TO SIX TOWN

- 8.1 Pursuant to the T&T Agreement (schedule 4 and appendix 1 thereof) the Parties have agreed that the Parent shall provide the Council Services including any Operational Plans that shall be first submitted by the Parent to the Board for agreement or further amendment before implementation. The provision of the Council Services by the Parent may be by employees directly employed by the Parent or another manner as may be determined by the Parent from time to time.
- 8.2 Six Town shall procure the Council Services through the Parent and the Parent shall ensure that the Group has appropriate mechanisms and procedures in place to ensure that such Council Services are delivered in accordance with any applicable value for money and other performance standards under the Regulatory Framework or adopted by the Group from time to time.
- 8.3 Pursuant to the T&T Agreement the Parent may enter into any agreements it deems appropriate or desirable with any contractors, consultants, or specialist firms for the provision of the Council Services.
- 8.4 The Parties wish to acknowledge and record that the Council Services shall include all necessary services required to enable Six Town to function as a compliant small RP and shall include inter alia appropriate arrangements for the provision of executive, governance and audit and risk management reporting to the Board. These shall include clear provisions on the relationship, reporting and lines of communications between the Board and the Parents specified senior officers with overall accountability and responsibility for the delivery of Council Services. These matters shall be contained within the Operational Plans augmenting and executing the delivery of the Council Services

9. STAFFING

- 9.1 Six Town will be resourced through the Council Services by the employees and/or agents of the Parent.
- 9.2 The Parties wish to acknowledge and record that at the time of entering this Agreement a large proportion of the Parent employees who shall service Six Town had recently transferred their employment (and corporate knowledge) from Six Town to the Council pursuant to the T&T Agreement.

- 9.3 The Parties will review the arrangements for staffing from time to time with a view to ensuring that Six Town is able to undertake all its activities to meet the requirements and obligations of any Competent Authority.

10. COVENANTS

- 10.1 Six Town covenants for the benefit of the Group in the terms set out in Schedule 2.
- 10.2 The Parent covenants for the benefit of the Group in the terms set out in Schedule 3.
- 10.3 The Parent covenants to use its powers of new appointment and mid-term removal under Six Town's constitution in relation to its Board as agreed at clause 5.5 of this Agreement.

11. VARIATIONS

- 11.1 It is anticipated by the Parties that, pursuant to their overall aim and intention to cooperate for the benefit of the Group as a whole, the provisions of this Agreement may from time to time require amendment.
- 11.2 It is accordingly agreed between the Parties that they shall formally review the operation of this Agreement at regular intervals and shall report thereon to their respective Board and Parent Cabinet. Any Party may thereupon propose to the other Party that a variation be made to this Agreement, and in such event the Parties shall negotiate in good faith with a view to reaching agreement upon the variation proposed.
- 11.3 In the event of a failure to agree the matter in dispute shall be considered pursuant to the procedure set out in Clause 12.
- 11.4 Where the Parent proposes that a variation be made to this Agreement, such variation shall not be made where Six Town has demonstrated to the Parent's reasonable satisfaction that the proposed variation might reasonably be expected to have a material adverse effect:
- 11.4.1 on the Group; or
 - 11.4.2 on the ability of the Group or Six Town to comply with its contractual obligations towards any third party or Competent Authority;
- and such objection cannot be addressed through other means available to the Parent.
- 11.5 In the event of a variation being agreed the same shall be recorded in a supplemental agreement executed by the Parties.

12. RESOLUTION OF DISPUTES

- 12.1 It is the declared intention of the Parties that all matters of disagreement should be resolved by negotiation and discussion between the Parties and each agrees to use its best endeavours to apply the terms of this Agreement without the necessity for implementing the dispute resolution procedures of this Clause.
- 12.2 Any dispute shall initially be discussed, if it relates to service provision or any other matter relating to this Agreement, between the senior officers of the Parent and the Board and, if necessary, with the respective chairs of the Parties Board and Parent Cabinet.
- 12.3 In the event that, notwithstanding the discussions and meetings envisaged by Clause 12.1 and 12.2 above having taken place, any dispute or other failure to agree continues between the Parties in relation to the matters the subject of this Agreement or any Council Services, which cannot be resolved by negotiation and discussion as envisaged by Clause 12.1 and 12.2 the Parent will make a decision as to the outcome of the dispute that shall be binding on all Parties.

13. DATA PROTECTION

- 13.1 The Parties hereby acknowledge that pursuant to the terms of the T&T Agreement they have entered into an appropriate agreement (Data Sharing Agreement) regulating the control and processing of Personal Data in accordance with Data Protection Legislation and any other relevant data protection legislation, and that Data Sharing Agreement shall address any and all Data Protection matters pertaining to this Agreement and that furthermore they shall at all times only process Personal Data with a legal basis, shall take appropriate technical and organisational security measures, and uphold individuals' data protection rights.

14. LOCAL AUTHORITIES (COMPANIES) ORDER 1995 AND FREEDOM OF INFORMATION

- 14.1 The Parties shall at all times comply with the Local Authorities (Companies) Order 1995, any successor legislation or statutory instrument and any other laws in force from time to time relation to the operation, management and activities of a local authority owned company.
- 14.2 Subject to clause 14.5, the Parties acknowledge that the Council, the Parent and Six Town are each subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (**Information Legislation**). The Parties shall use reasonable endeavours to assist, within the timescale specified by the Party or the Council in receipt of a request for information under the Information Legislation (the **receiving party**), the receiving party in responding to any requests for information under that legislation to include the provision of any and all documents that the receiving party considers reasonably necessary to enable it to respond to the information request.

- 14.3 Six Town shall, and shall procure that its employees and agents shall, comply at all times with the Council's policies and procedures on Freedom of Information.
- 14.4 Notwithstanding clauses 14.2 and 14.3, Six Town shall comply at all times with the Information Legislation as that legislation applies directly to Six Town.
- 14.5 Where Six Town is in receipt of any request for information under the Information Legislation, then it shall as soon as reasonably practicable pass the request to the Parent the Council and have regard to their views before responding to any such request.
- 14.6 Six Town shall use reasonable endeavours to assist the Council in complying with any and all transparency obligations including without limitation compliance with the Local Government Transparency Code 2015 and any successor codes, policies or guidance.

15. NOTICES

- 15.1 Notices or other formal communications under this Agreement will be duly served if given by and sent to the relevant Party's nominated representative in accordance with the procedures set out in the following table. The date and time of service and method of proof are as set out in such table:

Method of Service	Time of Service	Proof of Service
<ul style="list-style-type: none"> Personal delivery to the nominated recipient. 	Time of delivery	Proof of handing to the nominated representative
<ul style="list-style-type: none"> Personal delivery of a letter addressed to the nominated recipient at the address for service. 	Time of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day.	Proof of delivery.
<ul style="list-style-type: none"> First class letter addressed to the nominated recipient at the address for service. 	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day.	Proof of posting unless returned through the Post Office undelivered service within 21 days of posting.
<ul style="list-style-type: none"> Facsimile addressed to the nominated recipient at the address for service. 	Time of transmission if before 16.00 on a Working Day otherwise 10.00 on the next Working Day.	Transmission report showing a successful transmission to the correct number plus proof of posting of a hard copy.

Method of Service	Time of Service	Proof of Service
<ul style="list-style-type: none"> Email addressed to the nominated recipient at the email address for service. 	Time of transmission if before 16.00 on a Working Day otherwise 10.00 on the next Working Day.	A copy of the notification from the system used to send emails that the email has been sent to a e-mail address.

15.2 Each Party's address for service is the principal address set out in this Agreement or such other address including email address it specifies by written notice to the other Parties.

15.3 The nominated representative for the receipt of notices will be the Chair of the Board and Parent Cabinet or such other person that a Party nominates from time to time by written notice to the other.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as a Deed on the date set out at the start of this Agreement.

**THE COMMON SEAL of
THE METROPOLITAN BOROUGH
OF BURY** was affixed in the presence of

.....

**THE SEAL of
SIX TOWN HOUSING LIMITED**
was affixed in the presence of:

.....

(two signatures)

DRAFT

SCHEDULE 1

DRAFT

CIRCUMSTANCES IN WHICH THE PARENT WOULD INTEND TO REMOVE SIX TOWN BOARD MEMBERS

1.1 Notwithstanding that the Parent has the absolute right, pursuant to Six Town 's constitution, to remove a board member of Six Town , in circumstances other than where a board member of Six Town is found guilty of conduct detrimental to the interests of it, the Parent confirms that, without formally fettering its right to exercise such powers, the Parent intends to do so only in the following circumstances:-

- (a) where the Parent reasonably believes that Six Town is in danger of committing a material breach of a Funding Agreement for which a waiver has not been secured and this breach could entitle the funder(s) under the relevant Funding Agreement to call an event of default under that agreement;
- (b) where Six Town is in material breach of a Funding Agreement for which a waiver has not been secured and this breach could entitle the funder(s) under the relevant Funding Agreement to call an event of default under that agreement;
- (c) where the Parent reasonably believes that any proposed or actual action or failure to act by Six Town will or may result in any Group Member being in material breach of its obligations under a Funding Agreement for which a waiver has not been secured and this breach could entitle the funder(s) under the relevant Funding Agreement to call an event of default under that agreement;
- (d) where Six Town is in material breach of its obligations under this Intra-Group Agreement and/or refuses Council Services, and, where the breach or refusal is capable of remedy, Six Town fails to remedy the breach and accept Council Services within such period as the Parent may consider reasonable;
- (e) where Six Town fails to a material degree to comply with good governance practice, business plan and group policy requirements in so far as they are applicable to it and, where the breach is capable of remedy, Six Town fails to remedy the breach within such period as the Parent may consider reasonable;
- (f) where Six Town fails to comply with the Parent's monitoring and information requirements of which it has been notified;
- (g) where the Parent reasonably believes that Six Town is materially underperforming compared to its Business Plan and appropriate remedial action has not been taken;
- (h) where the Parent reasonably believes that Six Town is unable to pay its debts as defined in Section 123 (1) of the Insolvency Act 1986 (omitting the words "it is proved to the satisfaction of the Court that");
- (i) where a petition is presented to wind up or an order is made to wind up Six Town ;

- (j) where Six Town passes a resolution to wind up;
 - (k) where a petition is presented for an administration order for Six Town ;
 - (l) where Six Town attempts to alter its constitution without the prior approval of the Parent;
 - (m) where the accounting reference date of Six Town is changed without the Parent's prior written consent (acting reasonably);
 - (n) where an encumbrancer takes possession of, a receiver is appointed over, or a secured creditor seeks to enforce its security over any property of Six Town having a value in excess of £50,000 (other than any shared ownership property where it is not Six Town that is in default);
 - (o) where Six Town enters into any composition or arrangement for the benefit of its creditors;
 - (p) where Six Town receives notice from the Regulator that it intends using its enforcement powers under the Housing and Regeneration Act 2008;
 - (q) where the Regulator, acting reasonably (in the opinion of the Parent Cabinet), requests the Parent to use its powers to remove and appoint Board Members of Six Town in order to remedy or prevent a material breach of the Regulator's regulatory requirements;
 - (r) where Six Town is charged with any offence (other than an offence under Section 82 of the Environmental Protection Act 1990); or
 - (s) where the Parent reasonably believes the circumstances are such that the exercise of its powers is expedient, necessary or prudent to ensure Six Town continues to operate in accordance with its objects and values;
 - (t) where the Parent reasonably believes Six Town is taking action or making omissions likely to bring Six Town or the Group into disrepute; or
 - (u) where Six Town fails to follow reasonable and prudent advice of the Parent in relation to safeguarding its assets and activities.
- 1.2 The Parent agrees to give the Board of Six Town as much prior notice as the circumstances and prudence reasonably permit of its intention to remove any of its Board Members.
- 1.3 The Parent agrees to notify the Regulator if it intends to exercise its step-in rights in relation to Six Town and keep the Regulator informed during any period in which the Parent exercises such rights. Except in exceptional circumstances, the Parent agrees that it will give the Regulator 5 working days' notice of its intention to exercise its step-in rights in relation to Six Town .
- 1.4 The Parent acknowledges that nothing in this Schedule 1 shall restrict or replace any power of the Regulator to appoint or remove Board Members of Six Town pursuant to sections 259 to 269 of the Housing and Regeneration Act 2008.

- 1.5 Once Six Town has satisfied the Parent (acting reasonably) that the relevant event giving rise to the Parent exercising its step-in rights no longer applies and could not reasonably be expected to recur, the Parent will no longer exercise its step-in rights.

DRAFT

DRAFT

SCHEDULE 2

DRAFT

COVENANTS BY SIX TOWN

1.1 Six Town agrees that, except to the extent that the Parent approves otherwise in writing, it will: -

- (a) use its best endeavours to comply with the law and not undertake any activity or do anything which may prejudice its not for profit status or breach its not-for-profit objects;
- (b) act in accordance with any instruction or action from the Parent in its capacity as the Parent designed to prevent or address any breach or potential breach of its not-for-profit objects or the Regulatory Framework;
- (c) remain an RP, use its best endeavours to comply with the Regulatory Framework and other regulatory requirements from time to time and not undertake any activity or do anything which is likely to prejudice its registration with the Regulator;
- (d) comply with all relevant law and all statutory guidance of the Regulator (or any other Competent Authority) including adopting and complying with an appropriate code of governance;
- (e) carry on its business in a proper and efficient manner to the extent expected of a competent RP;
- (f) support the Group to the extent permissible by charity law and the requirements of the Regulator (if applicable) and any other Competent Authority;
- (g) where relevant, adopt best practice recommendations of any Competent Authority;
- (h) maintain in force all approvals consents or licences (if any) which are necessary to carry on its activities;
- (i) keep proper accounting records;
- (j) prepare its accounts as required by law;
- (k) to the extent required by law, arrange for its accounts to be examined or audited;
- (l) on reasonable notice from the Parent prepare its annual Business Plan and submit it for approval to the Parent;
- (m) not adopt or materially change its annual Business Plan without the consent of the Parent; and
- (n) receive the Council Services (subject to them being appropriate and sufficient) and follow the reasonable advice and recommendations of the Parent pursuant to and through the provision of Council Services.
- (o) carry on its business in accordance with the Group Corporate Plan;

- (p) ensure that at all times its business plan complies with the Group Corporate Plan;
- (q) carry on its business in accordance with its then current business plan;
- (r) carry on its business in accordance with the Group Policies;
- (s) ensure that its own policies and practices do not conflict with Group Policies;
- (t) comply with all of the requirements of all Funding Agreements insofar as that Group Member is a party to or has been made aware of those Funding Agreements unless in either case waivers have been obtained from Funders;
- (u) not incorporate any subsidiary (unless this is already contemplated in the then current Group Corporate Plan);
- (v) not enter into any partnership or joint venture agreement (unless this is already contemplated in the then current Group Corporate Plan);
- (w) not do anything which would result in a breach by the Parent of any contractual obligations to which it is a party or of which it has been made aware.

SCHEDULE 3

DRAFT

COVENANTS BY THE PARENT

The Parent agrees with Six Town that it will: -

- 1.1 act as steward to Six Town to help it achieve its objects and not do anything that would detrimentally affect Six Town 's ability to achieve its objects;
- 1.2 not undertake any activity or do anything which may prejudice the registration of Six Town with the Regulator or its not-for-profit status;
- 1.3 actively support Six Town with its relations and registration with the Regulator;
- 1.4 provide appropriate Council Services to a level necessary to enable Six Town to comply with all laws and maintain its regulatory compliance;
- 1.5 where requested by Six Town to do so, give any necessary support or assistance to enable Six Town to comply with the Regulatory Framework, to the extent permissible by any Competent Authority;
- 1.6 give any necessary support or assistance to enable compliance, in the event that Six Town does not or may not be able to comply with the Regulatory Framework or other regulatory requirements;
- 1.7 not do, or omit to do, anything which could reasonably be expected to cause Six Town to breach its objects;
- 1.8 support each Six Town in complying with all relevant law, regulatory requirements and statutory guidance and with the reasonable requests of any Competent Authority where relevant;
- 1.9 carry on its business in a proper and efficient manner;
- 1.10 support Six Town in adopting all best practice recommendations insofar as they apply to it;
- 1.11 use its powers as the Parent and a member or shareholder of Six Town to support, and if necessary, (to the extent it is able to do so) to it to comply with charity law and regulation and/or the Regulatory Framework (as appropriate);
- 1.12 use its powers as the Parent and a member or shareholder of Six Town (to the extent it is able to do so) to prevent a situation arising whereby Six Town 's obligations to a third party could cause it to breach the law and regulation and/or the Regulatory Framework;
- 1.13 not use its powers as the Parent and a member or shareholder of Six Town (to the extent it is able to do so) in such a way as to compel Six Town to act in a way inconsistent with its not for profit or RP status;
- 1.14 maintain in force all approvals consents or licences (if any) which are necessary to carry on its activities;
- 1.15 keep proper accounting records;
- 1.16 prepare its accounts as required by law;

- 1.17 to the extent required by law, arrange for its accounts to be examined or audited;
- 1.18 provide professional advice and support as required particularly in relation to performance expectations, monitoring, good governance, good management and financial viability;
- 1.19 assist Six Town to adopt and comply with an appropriate code of governance and meet the requirements of the Regulatory Framework;
- 1.20 prepare and implement the Group Corporate Plan in a reasonable manner and with proper consideration as to the effect on Six Town ;
- 1.21 determine the Group Corporate Plan, bearing in mind the objectives of the Group as set out in Clause 2 and the issues relevant to Six Town , as set out in Clause 3 of this Agreement;
- 1.22 consult with each of the Six Town prior to amending to any material extent the then current Group Corporate Plan;
- 1.23 operate in accordance with the Group Policies;
- 1.24 assist Six Town to obtain such finance as it may reasonably require to carry out the activities set out in Six Town 's then current business plan;
- 1.25 wherever and whenever the consent or approval of the Parent is requested or required by Six Town , not to unreasonably withhold or delay its consent or approval;
- 1.26 Not take nor omit to take any action nor make any statements which imply or could lead a third party to believe that the Subsidiary has any legal responsibility or liability for the Parent's activities, liabilities, acts or omissions;
- 1.27 Not require the Subsidiary to provide any financial assistance to the Parent which would have the effect of preventing the Subsidiary complying with any part of the Regulatory Framework;
- 1.28 Not require the Subsidiary to use social housing assets for any purposes other than social housing;
- 1.29 Not exercise its powers of control over the Subsidiary in a manner which is intended to or has the effect of obstructing hindering or precluding the exercise by Regulator of its regulatory powers; and
- 1.30 Not remove any member of the Subsidiary Board appointed by the Regulator in the exercise of its regulatory powers.

DRAFT

This page is intentionally left blank

Dated
.....**[DATE]**.....

Operation Plans & Service Level Agreement

For

“Council Services” to Six Town Housing Ltd

For period 1/2/24 to 30/1/25

Between

THE METROPOLITAN BOROUGH OF BURY

and

SIX TOWN HOUSING LIMITED

This Operation Plans and Service Level Agreement is dated [DATE]

PARTIES

- (1) **THE METROPLITAN BOROUGH OF BURY** of Town Hall, Knowsley Street, Bury BL9 0SW (**the “Council”**); and
- (2) **SIX TOWN HOUSING LIMITED** (company number 04948846) a registered provider of social housing (number 4612) whose registered office is at 6 Knowsley Place, Angouleme Way, Bury BL9 0EL (**“Six Town”**).

Each a “Party” and together “the Parties”

BACKGROUND

- (A) The Council is a local authority and registered provider of social housing (number 00BM) providing social housing in its district.
- (B) Six Town is a wholly owned subsidiary company of the Council originally established in 2003 to manage the Council’s social housing stock as an arm’s length management organisation (ALMO) and has since been registered as a registered provider of social housing and as such owns and leases 149 social housing homes which it lets and sublets to its tenants.
- (C) In 2005 the Parties entered into a management agreement providing for the management of the Council’s social housing by Six Town and upon its expiry a new management agreement was entered into in 2020.
- (D) On 1st February 2024 the Parties entered into a Termination and Transition Agreement (“T&T Agreement”) which inter alia had the following immediate effects:
 - I. terminating the 2020 management agreement and Six Town’s management of the Council’s social housing, and
 - II. transferring all of Six Town’s operations to the Council including all Six Towns staff, and
 - III. providing for the delivery and receipt of various “Council Services” to Six Town to manage its 149 social housing homes and to maintain its regulatory compliance. These provisions anticipated the development and agreement of further operational plans detailing the nature and extent of the Council Services along with the necessary contract points, accountabilities, and performance levels for the delivery of the Council Services.
- (A) This Operation Plans & Service Level Agreement (“Op Plans & SLA”) provides the further Council Services operation plans anticipated by the T&T Agreement and is referred to in the subsequent Intra-Group Agreement (“IGA”) which has also been agreed by the Parties.
- (E) The Parties have agreed to express their common objectives, values, and vision by becoming members of a group on the terms set out in the T&T Agreement and IGA and in order that they may each benefit from the delivery of high-quality services. This Op Plans & SLA augments the T&T Agreement and IGA in order to provide the operational support Six Town requires.
- (F) The Council has agreed to provide certain Council Services to the Six Town in the T&T Agreement which shall also be subject to and on the terms and conditions of this Op Plans & SLA. And Six Town has agreed to receive the Council Services. The Parties agree that the provision of the Council

Services shall be sufficient to enable Six Town to manage its 149 properties and tenancies in compliance with all laws and regulations.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply to this Op Plans & SLA:

1.1 Definitions:

ADR Notice: has the meaning given in clause 13

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Change Order: has the meaning given in clause 6.

Charges: charges payable by Six Town to the Council for the Council Services

Code of Governance: the National Federation of Housing Code of Governance 2020 (and any superseding code) adopted by Six Town.

Commencement Date: 1st February 2024

Competent Authority: means any of or all of the Regulator, the Financial Conduct Authority, Her Majesty's Revenue and Customs, the National Audit Office and Companies House;

Council Services: those Council Services provided under the T&T Agreement and further and better particularised in Schedule 1 hereto.

Deliverables: any output of the Council Services to be provided by the Council to the Six Town as specified in Schedule 1 [and any other documents, products and materials provided by the Council to the Six Town in relation to the Council Services].

IGA – the Intra-Group Agreement agreed by the Parties that commenced on 1st February 2024 and is dated the same date as this Op Plans & SLA is dated.

Mandatory Policies: the policies, procedures and codes agreed by the Parties to apply to Six Town as detailed in Schedule 3.

Milestones: a date by which a part of the Council Services is to be completed, as set out in Schedule 1.

Op Plans & SLA: this Operation Plans and Service Level Agreement.

Regulator: the Regulator of Social Housing established pursuant to the Housing and Regeneration Act 2008 or any future body or authority (including any statutory successor) carrying on similar regulatory or supervisory functions;

Regulatory Framework: means the Regulator's Regulatory Framework for Social Housing in England from April 2015 and any successor or supplemental document or guidance;

RP: means a provider of social housing registered with the Regulator under the Housing and Regeneration Act 2008;

Service Manager(s): the Council's senior executives and managers appointed by the Council with responsibility and accountability for delivery of the Council Services.

Six Town Board: the board of directors of Six Town as registered “active” at Companies House.

Six Town Chair: the chair of the Six Town Board or her/his delegate.

Six Town Materials: all documents, information, items and materials in any form, whether owned by the Six Town or a third Party, which are provided by the Six Town to the Council in connection with the Council Services as set out in Schedule 1.

Six Town Tenants: the tenants of STH occupying its Social Housing homes

Social Housing: means low-cost rental accommodation and low-cost home ownership accommodation as defined in Section 68 and Section 77 of the Housing and Regeneration Act 2008;

Tenant Charges: charges lawfully levied on Six Town tenants for benefits received derived from the Council Services as agreed between the Parties (which may be charged via the rent, service charges or other miscellaneous charges).

T&T Agreement: the Termination and Transition Agreement dated 1st February 2024 agreed between the Parties that committed the Council to provide and for Six Town to receive the Council Services

- 1.2 Any phrase introduced by the terms **including, include, in particular, for example** or any other similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.3 A reference to **writing** or **written** includes email.

2. Commencement and Duration

This Op Plans & SLA shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 12 (Termination), until 30th January 2025.

3. The Parties Due Regard & Consideration Declaration

- 3.1 The Parties acknowledge and wish to record that since 1st February 2024 (and pursuant to their intentions provided for and executed by the T&T Agreement) Six Town no longer employs a chief executive or any other paid staff to service its business. Six Town is managed solely by the Six Town Board and represented by the Six Town Chair. The intention of the Parties was and remains that the Council Services provided for in the T&T Agreement (and further and better particularised in this Op Plans & SLA) shall discharge all the functions previously undertaken and provided by Six Towns chief executive and paid staff prior to 1st February 2024. The factors to which the Parties had, and continue to have, regard in determining these outcomes include those set out in this clause 3.
- 3.2 The Parties acknowledge and wish to further record that under the prevailing Regulatory Framework Six Town is a “small RP” (defined by the Regulator as one owing and/or managing under 1000 units) and that its actual regulated portfolio of 149 Social Housing units consists of the following:
- a. a total of 103 units owned in freehold (consisting of 40 recently built units and 63 purchased units 40 of which was by way of mortgage rescue) all of which were exclusively funded by way of loans from the Council.
 - b. 34 units leased from local RPOsscare St. Vincent Housing Group Limited (RP number 4857) on a 5-year lease due to expire in July 2024. Six Town sublets these homes to general needs tenants on assured shorthold tenancies.

- c. Lease from a private landlord of the building “Sherbourne House” that contains 12 apartments providing special supported housing to tenants with learning difficulties and autism.

3.3 Pursuant to the T&T Agreement the Council has committed to review the role of Six Housing in part of the Council’s wider strategic housing considerations during the period of this Op Plans & SLA. Six Town acknowledges and wishes to record that in the meantime it has no plan or intention to increase its activities or portfolio of Social Housing by any means or to acquire any other type of residential or commercial property.

3.4 The Parties have given due regard and consideration to the factors set out in clauses 3.1 and 3.2 and inter alia the following:

- a. the management needs of Six Town’s Social Housing stock and its corporate objects,
- b. the needs and expectations of Six Town’s tenants,
- c. the Regulatory Framework,
- d. the Code of Governance and its associated guidance particularly those parts that addresses compliance by “small RPs”,
- e. Six Town’s ownership by and long-standing relationship with the Council,
- f. that all Six Town staff transferred to the Council on 1st February 2024 continue to perform the same functions pertaining to the Council’s and Six Town’s Social Housing as they were engaged upon prior to that date, and
- g. that the operational servicing of the Six Town RP Social Housing business activities was and remains performed using the same operating systems and processes used for servicing of the Council Social Housing,

AND FURTHERMORE THE PARTIES AGREE that the management of Six Town’s 149 Social Housing homes and the maintenance of its regulatory compliance can be properly undertaken and discharged by the exclusive provision and receipt of the Council Services.

4. The Parties Responsibilities & Obligations

4.1 The Parties acknowledge and repeat their covenants and commitments to each other set out in the T&T Agreement particularly those pertaining to their respective delivery and receipt of Council Services.

4.2 The Council hereby further agrees that the Council Services it shall supply to Six Town shall include the further and better particularised Council Services set out in Schedule 1 hereto.

4.3 Six Town hereby further agrees that the Council Services it shall receive and accept from the Council shall include the further and better particularised Council Services set out in Schedule 1 hereto.

4.4 Six Town agrees that the Council shall have no liability for any failure to provide or delay in providing the Council Services in accordance with the terms of this Op Plans & SLA to the extent such failure or delay results from the failure of the Six Town to comply with clause 4.1. and 4.3.

4.5 The Parties agree that additional further and better particularised Council Services may be added and appended to Schedule 1 from time to time using the Change Control process set out in clause 6 of this Ops Plan and SLA.

5. Council Services Delivery Management, Reporting & Communications

- 5.1 The Council shall appoint appropriate Service Managers of its various Council directorates supplying the Council Services on a day-to-day basis. The Service Managers shall represent the Council and have authority to act on its behalf and contractually bind it in respect of all matters relating to the Council Services. The position and identity of each Service Manager is set out in Schedule 1. The Services Managers will co-ordinate and manage the provision of the Council Services and will be responsible to address any problems that arise in connection with the Council Services (including by signing Change Orders).
- 5.2 The Parties acknowledge and agree that the individual day-to-day service delivery of the Council Services by the Council shall be discharged by the Council's officers, contractors and agents pursuant to the Council's own organisational deployment of its staff and resources. The Council agrees that it shall provide details of such delegations and arrangements on request. Any material change to the Council Services shall comply with the Change Control provisions of this Ops Plan and SLA.
- 5.3 Six Town will be represented by the Six Town Chair or her/his delegate.
- 5.4 The Council shall use all reasonable endeavours to ensure that the same person acts as its Services Manager throughout the term of this Op Plans & SLA but reserves the right to change the Service Manager where reasonably necessary in the interests of its business and upon reasonable notice to Six Town.
- 5.5 The Service Managers shall report to the Six Town Board on the provision of Council Services for which she/he is responsible in the form and at a frequency prescribed by the Six Town Board.
- 5.6 The Service Managers shall attend Six Town Board meetings as required by the Six Town Board and such meetings shall take place at the times and places agreed by the Parties.
- 5.7 Nothing in this clause 5 shall bar or impede the Six Town Board and/or the Six Town Chair communicating directly with the Council's chief executive officer on any matter.

6. Change Control

- 6.1 Either Party may propose material changes to the scope, nature, volume or execution of the Council Services but no proposed material changes shall come into effect until a relevant Change Order has been signed by both Parties. A **Change Order** shall be a document setting out the proposed material changes and the effect those changes will have on:
- a. the Council Services
 - b. the Charges,
 - c. the Tenant Charges, and
 - d. any terms of this Op Plans & SLA.
- 6.2 If Six Town wishes to make a material change to items set out in clause 6.1:
- a. it shall notify the Council, providing as much detail as is reasonably necessary to enable the Council to prepare the draft Change Order; and
 - b. the Council shall, within 14 Business Days of receiving the Six Town's request notice, provide a draft Change Order to Six Town.

- 6.3 If the Council wishes to make a change to items set out in clause 6.1 it shall provide a draft Change Order to the Six Town.
- 6.4 The draft Change Order shall be considered by the relevant Council Services Manager and Six Town Board. The Parties shall consider the request in good faith. The Council shall be under no obligation to accept any requested change to the Council Services, save that the Council may not refuse its consent to any change necessary to enable Six Town to comply with Applicable Laws or the Mandatory Policies.
- 6.5 If the Parties:
- a. agree to a Change Order, they shall sign it and that Change Order shall amend this Op Plans & SLA upon a date agreed by the Parties; or
 - b. are unable to agree a Change Order, either Party may require the dispute to be dealt with in accordance with clause 13 (Dispute Resolution Procedure).

7. Consideration, Charges, Tenant Charges and Disbursements

- 7.1 The consideration for the Council Services as at the Commencement Date was provided under the T&T Agreement.
- 7.2 Any future changes to the Charges and/or associated Tenant Charges shall be subject to the Change Control process set out in clause 6. (The Parties acknowledge the general indemnities provided by the Council to Six Town set out in the T&T Agreement in relation to Six Town operational liabilities).
- 7.3 Six Town shall upon the Council's demand and within a reasonable period refund to the Council any disbursements the Council pays out on behalf of Six Town.

8. Warranties

Each Party warrants that it has the corporate power to enter into this Op Plans & SLA and capacity to perform the covenants set out herein.

9. Compliance with laws and policies

- 9.1 Each Party shall at its own expense comply with all Applicable Laws relating to its activities under this Op Plans & SLA, as they may change from time to time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals.
- 9.2 The Parties shall comply with any Mandatory Policies agreed between the Parties.
- 9.3 Changes to the Council Services required as a result of changes to the Applicable Laws and/or the Mandatory Policies shall be agreed via the Change Control procedure set out in clause 6 (Change Control).

10. Data protection

- 10.1 The Parties acknowledge and wish to record that they have entered into a separate Data Sharing Agreement to provide for the lawful processing of any personal data in relation to the provision of Council Services.

11. Insurance

During the term of this Op Plans & SLA the Council shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance at an amount sufficient to cover all the liabilities that may arise under or in connection with this Op Plans & SLA and shall produce to the Six Town on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Termination

- 12.1 Without affecting any other right or remedy available to it, either Party to this Op Plans & SLA may terminate it by giving 3 months' notice to the other Party or immediately in the event of the other Party's irrevocable material breach of the terms of this Op Plans & SLA.

13. Dispute Resolution Procedure

- 13.1 If a dispute arises out of or in connection with this Op Plans & SLA or the performance, validity or enforceability of it (**Dispute**) the Parties shall follow the procedure set out in this clause:
- a. either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Council Services Manager and the Six Town Board member appointed by the Six Town Chair shall attempt in good faith to resolve the Dispute;
 - b. if for any reason the Parties are unable to resolve the Dispute under clause 13.1(a) within 30 days of service of the Dispute Notice, the Dispute shall be referred to the chief executive officer of the Council who shall attempt in good faith to resolve the Dispute with the Six Town Chair and
 - c. if for any reason the Parties are unable to resolve the Dispute under clause 13.1 (b) within 30 days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (**ADR notice**) to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.
- 13.2 If the Dispute is not resolved under the process set down in clause 13.1 then the Dispute shall be finally resolved by the courts of England and Wales.

14. General

- 14.1 **Force majeure.** Neither Party shall be in breach of this Op Plans & SLA nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 14.2 **Assignment and other dealings**
- a. The Council may at any time assign, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under this Op Plans & SLA provided that it gives prior written notice of such dealing to Six Town.

- b. Six Town shall not assign, transfer, subcontract, delegate, or deal in any other manner with any of its rights and obligations under this Op Plans & SLA without the prior written consent of the Council.

14.3 Variation. No variation of this Op Plans & SLA shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

14.4 Waiver. No failure or delay by a Party to exercise any right or remedy provided under this Op Plans & SLA or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

14.5 Severance

- a. If any provision or part-provision of this Op Plans & SLA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Op Plans & SLA.
- b. If any provision or part-provision of this Op Plans & SLA is deemed deleted under clause 14.5 (a) the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.6 Notices

- a. Any notice or other communication given to a Party under or in connection with this Op Plans & SLA shall be in writing and may be delivered by hand or sent by post to the receiving Party's address and/or by email to the recipient's address specified in the Council's email address book or as provided by the intended recipient.
- b. Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- c. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.7 Third Party rights

- a. Unless it expressly states otherwise, this Op Plans & SLA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Op Plans & SLA .
- b. The rights of the Parties to rescind or vary this Op Plans & SLA are not subject to the consent of any other person.

14.8 Governing law. This Op Plans & SLA and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

- 14.9 Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Op Plans & SLA or its subject matter or formation.

This Op Plans & SLA has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]

for and on behalf of **the Council**

Director

Signed by [NAME OF DIRECTOR]

for and on behalf of **Six Town**

Director

Schedule 1

Council Services

Pursuant to clause 10.6, Schedule 4 and Appendix 1 of the T&T Agreement the Council agreed to supply, and Six Town agreed to receive Council Services as set out therein. This Schedule 1 to the Op Plans & SLA provides further and better particulars of those Council Services including details of responsible and accountable Council Service Managers.

The Service Manager with overall responsibility and accountability for the delivery of Council Services shall be the Council's Director of Housing Operations who is supported by other specialist Service Managers as set out in the table below.

Council Services as set out in Appendix 1 of the T&T Agreement		Further and better particulars of Council Services & the responsible and accountable Council Service Managers
Housing Management Related Services		Service Manager Position: Director of Housing Operations Name: TBC Contact details: TBC
Neighbourhood Services to Tenants (inc Housing Options)	Allocations	Head of Homelessness & Housing Options
	Lettings	Head of Neighbourhoods
	Decanting	Head of Neighbourhoods
	Tenancy Management	Head of Neighbourhoods
	Tenant and Leasehold engagement and consultation	Head of Neighbourhoods
	Enforcement of tenancy conditions	Head of Neighbourhoods
	Anti-Social Behaviour (ASB)	Head of Neighbourhoods
	Case management & interventions	Head of Neighbourhoods
	Complaints Handling	Head of Neighbourhoods
	Evictions and court action	Head of Neighbourhoods (in conjunction with Council Legal Services)
	Manage Housing Ombudsman Cases	Head of Neighbourhoods
	Facilities to manage diversity (language line, etc)	Head of Neighbourhoods
	Ensure Equalities and Diversity / Equalities Impact Assessments	Director of Housing Operations supported by and in conjunction with other Council service departments.
	Safeguarding	Director of Housing Operations supported by and in conjunction with other Council service departments.
	Rent Collection	Head of Neighbourhoods

Customer Support & Maintenance	Customer profile database	Business Assurance Manager
	Obtain customer feedback	Business Assurance Manager
R&M - Stock Maintenance	Day2Day, Out of Hours & Void Repairs	Head of Property
	Clearance of homes	Head of Property
	Environmental services (on housing land)	Head of Property & Head of Neighbourhoods
	Facilities Management	Director of Housing Operations supported by and in conjunction with other Council service departments.
	Provision of Grounds Maintenance & Arboriculture service	Head of Property
	Caretaker services	Head of Neighbourhoods
	Provision of stores service	Director of Housing Operations supported by and in conjunction with other Council service departments.
S&I - Capital Improvements	Maintain Asset Register	Head of Property
	Improvement Programme & Works	Head of Property
	Adaptations	Head of Property
	Demolition Orders	Head of Property
	Complete Stock condition surveys	Head of Property
	Maintain Asset Management Database	Head of Property
	Development of new affordable housing	Head of Property supported by and in conjunction with other Council service departments (BGI).
	Secure DFA and Other Grant funding	Head of Property Head of Allocations and Homelessness
	Disposal of homes	Head of Property
Health & Safety of Tenants & Residents	Annual Gas inspection & ongoing repairs	Head of Property
	Annual Electrical inspection & ongoing repairs	Head of Property
	Annual Lift inspection & ongoing repairs	Head of Property
	Annual Leigionella inspection & ongoing repairs	Head of Property

	Asbestos monitoring, inspection & maintenance	Head of Property
	Fire Risk Assessment & remedial works	Head of Property
	Damp, Mould & Condensation	Head of Property
	Community Safety	Head of Property
	Risk Assessments	Head of Property
Other Legal & regulatory requirements	Ensure compliance all relevant legislation	Service Manager has immediate access to the comprehensive legal services provided by the Council's inhouse Legal Services and any necessary external advice if required. Provision of Legal Services directed by Director of Law and Democratic Services
Corporate Governance Related Services		Service Manager – various as set out below.
ICT		Service Manager Position: Name: Contact:
	Provide HMS, Website & ICT Infrastructure	Insert here any service lead contacts, operational plan/deployment/policy/procedure underpinning the delivery of the service type – description or links
	Data management & Records	.
	Insert any additional service areas	
Marketing		Service Manager Position: Name: Contact:
	Website content, newsletters, marketing literature	

	Insert any additional service areas	
Finance		Service Manager Position: Name: Contact:
	Financial Strategy (FBP/Budget/TMS, etc)	Insert here any service lead contacts, operational plan/deployment/policy/procedure underpinning the delivery of the service type – description or links.
	Treasury Services	
	Management Accounts & Analysis	
	Statutory Accounts	
	Rent Setting & Collection	
	Recovery of arrears and other charges	
	Write offs / Bad debts	
	Procurement (tendering & letting of contracts)	
	Payments	
	External Audit	
	Insert any additional service areas	
Taxation	VAT	
	Corporation Tax	
Governance		Service Manager Position: Director of Law and Democratic Services Name: Jacqui Dennis Contact: J.Dennis@bury.gov.uk
	Board/Management	Insert here any service lead contacts, operational plan/deployment/policy/procedure underpinning the delivery of the service type – description or links.
	Company Secretary	
	Maintain Framework & Controls	
	Maintain Strategy, Policy & Procedures	
	Monitor/Manage Risk	

	Disaster Recovery & Business Interruption	
	Internal Audit	
	FOIs, SARs & GDPR compliance	
	Insert any additional service areas	
Regulation		Service Manager Position: Director of Law and Democratic Services Name: Jacqui Dennis Contact: J.Dennis@bury.gov.uk
	Support compliance with RSH Regulatory Standards	Insert here any service lead contacts, operational plan/deployment/policy/procedure underpinning the delivery of the service type – description or links.
	Assets & Liabilities Register	
	Reporting (NROSH, etc.)	
	Annual Report	
	Performance Monitoring & TSMs	
	Monitor Key Performance Indicators (KPIs)	
	Monitor Value for Money & Metrics	
	Insert any additional service areas	
Insurance		Service Manager Position: Name: Contact:
	Public liability and other insurance arrangements	
	Liability claims management Insert any additional service areas	

- Deliverables: staff, resources including equipment, ICT services and any other supply reasonably necessary to ensure the proper management of Six Town's Social Housing and its regulatory compliance.
- Milestones: those amounts and deadlines applicable for the proper management of Six Town's Social Housing and its regulatory compliance.
- Six Town Materials: any new Six Town material not already transferred to the Council under the T&T Agreement.
- Six Town's manager: Six Town Chair or delegate.
- Council's Service Managers: Principally the Council's Director of Housing supported by those Service Managers listed in the table above.

Schedule 2

Mandatory Policies

The Mandatory Policies are the following Council policies:

- [Anti-bribery and anti-corruption policy.]
- [Modern slavery and human trafficking policy.]
- [Ethics policy.]
- [Corporate and social responsibility policy.]
- [Data protection and privacy policy.]
- [Security policy.]

This page is intentionally left blank

DATED

XXXXX

DATA PROCESSING AGREEMENT

Between

SIX TOWN HOUSING LIMITED

and

THE METROPOLITAN BOROUGH OF BURY

CONTENTS**CLAUSE**

1. Definitions and Interpretation	1
2. Personal data types and processing purposes.....	3
3. Provider's obligations.....	3
4. Provider's employees	3
5. Security	4
6. Personal data breach.....	4
7. Cross-border transfers of personal data	5
8. Subcontractors.....	5
9. Complaints, data subject requests and third-party rights	6
10. Term and termination.....	7
11. Data return and destruction	7
12. Records.....	7
13. Audit	8
14. Warranties.....	8
15. Indemnification	9
16. Notice	9

ANNEX

ANNEX A	Personal Data processing purposes and details	12
ANNEX B	Security measures	13

This agreement is dated [DATE]

PARTIES

- (1) **SIX TOWN HOUSING LIMITED** (company number 04948846) a registered provider of social housing (number 4612) whose registered office is at 6 Knowsley Place, Angouleme Way, Bury BL9 0E (**Customer**)
- (2) **THE METROPLITAN BOROUGH OF BURY** of Town Hall, Knowsley Street, Bury BL9 0SW (**Provider**)

BACKGROUND

- (A) The Customer and the Provider entered into a Termination and Transition Agreement (**Master Agreement**) on 1st February 2024 that may require the Provider to process Personal Data on behalf of the Customer.
- (B) This Personal Data Processing Agreement (**Agreement**) sets out the additional terms, requirements and conditions on which the Provider will process Personal Data when providing services under the Master Agreement. This Agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors [and the General Data Protection Regulation ((EU) 2016/679)].

AGREED TERMS

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Authorised Persons: the persons or categories of persons that the Customer authorises to give the Provider written personal data processing instructions [as identified in ANNEX A and from whom the Provider agrees solely to accept such instructions.

Business Purposes: the services to be provided by the Provider to the Customer as described in the Master Agreement and any other purpose specifically identified in ANNEX A.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given to them in the Data Protection Legislation.

Controller: has the meaning given to it in section 6, DPA 2018.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; [[and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without

limitation, the privacy of electronic communications);] [and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party].

Data Subject: the identified or identifiable living individual to whom the Personal Data relates.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EEA: the European Economic Area.

Personal Data: means any information relating to an identified or identifiable living individual that is processed by the Provider on behalf of the Customer as a result of, or in connection with, the provision of the services under the Master Agreement; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

Processing, processes, processed, process: any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties.

Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.

Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.

Records: has the meaning given to it in Clause 12.

Term: this Agreement's term as defined in Clause 10.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 This Agreement is subject to the terms of the Master Agreement and is incorporated into the Master Agreement. Interpretations and defined terms set forth in the Master Agreement apply to the interpretation of this Agreement.
- 1.3 The Annexes form part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Annexes.
- 1.4 A reference to writing or written includes faxes and email.
- 1.5 In the case of conflict or ambiguity between:
 - (a) any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;
 - (b) the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and
 - (c) any of the provisions of this Agreement and the provisions of the Master Agreement, the provisions of this Agreement will prevail.

2. Personal data types and processing purposes

- 2.1 The Customer and the Provider agree and acknowledge that for the purpose of the Data Protection Legislation:
- (a) the Customer is the Controller and the Provider is the Processor.
 - (b) the Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Provider.
 - (c) **ANNEX A** describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Provider may process the Personal Data to fulfil the Business Purposes.

3. Provider's obligations

- 3.1 The Provider will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions. The Provider will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Provider must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.
- 3.2 The Provider must comply promptly with any Customer written instructions requiring the Provider to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3 The Provider will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by domestic [or EU] law, court or regulator (including the Commissioner). If a domestic or EU law, court or regulator (including the Commissioner) requires the Provider to process or disclose the Personal Data to a third-party, the Provider must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic or EU law prohibits the giving of such notice.
- 3.4 The Provider will reasonably assist the Customer, at no additional cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of the Provider's processing and the information available to the Provider, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner [or other relevant regulator] under the Data Protection Legislation.
- 3.5 The Provider must notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Provider's performance of the Master Agreement or this Agreement.

4. Provider's employees

- 4.1 The Provider will ensure that all of its employees:
- (a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;

- (b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
- (c) are aware both of the Provider's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

4.2 The Provider will take reasonable steps to ensure the reliability, integrity and trustworthiness of and conduct background checks consistent with applicable domestic law on all of the Provider's employees with access to the Personal Data.

5. Security

5.1 The Provider must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in ANNEX B.

5.2 The Provider must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:

- (a) the pseudonymisation and encryption of personal data;
- (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
- (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

6. Personal data breach

6.1 The Provider will immediately and in any event without undue delay notify the Customer in writing if it becomes aware of:

- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Provider will restore such Personal Data at its own expense as soon as possible.
- (b) any accidental, unauthorised or unlawful processing of the Personal Data; or
- (c) any Personal Data Breach.

6.2 Where the Provider becomes aware of (a), (b) and/or (c) above, it will, without undue delay, also provide the Customer with the following written information:

- (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
- (b) the likely consequences; and
- (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.

- 6.3 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Provider will reasonably co-operate with the Customer at no additional cost to the Customer, in the Customer's handling of the matter, including but not limited to:
- (a) assisting with any investigation;
 - (b) providing the Customer with physical access to any facilities and operations affected;
 - (c) facilitating interviews with the Provider's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 6.4 The Provider will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Customer's written consent, except when required to do so by domestic or EU law.
- 6.5 The Provider agrees that the Customer has the sole right to determine:
- (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.6 The Provider will cover all reasonable expenses associated with the performance of the obligations under clause 6.1 to clause 6.3 unless the matter arose from the Customer's specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses.
- 6.7 The Provider will also reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Provider caused such, including all costs of notice and any remedy as set out in Clause 6.5.
- 7. Cross-border transfers of personal data**
- 7.1 The Provider (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK without obtaining the Customer's prior written consent.
- 8. Subcontractors**
- 8.1 The Provider may not authorise any third party or subcontractor to process the Personal Data.

- 8.2 Other than those subcontractors as set out in ANNEX A, the Provider may not authorise any other third-party or subcontractor to process the Personal Data.
- 8.3 Those subcontractors approved as at the commencement of this Agreement are as set out in ANNEX A. The Provider must list all approved subcontractors in Annex A and include any subcontractor's name and location and the contact information for the person responsible for privacy and data protection compliance.
- 8.4 Where the subcontractor fails to fulfil its obligations under the written agreement with the Provider which contains terms substantially the same as those set out in this Agreement, the Provider remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.
- 8.5 The Parties agree that the Provider will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its subcontractors.
- 8.6 On the Customer's written request, the Provider will audit a subcontractor's compliance with its obligations regarding the Personal Data and provide the Customer with the audit results. Where the Customer concludes reasonably that the subcontractor is in material default of its obligations regarding the Personal Data, the Customer may in writing instruct the Provider to instruct the subcontractor to remedy such deficiencies within a reasonable period or as specified by the Customer acting reasonably.

9. Complaints, data subject requests and third-party rights

- 9.1 The Provider must, at no additional cost to the Customer, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:
- (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
 - (b) information or assessment notices served on the Customer by the Commissioner or other relevant regulator under the Data Protection Legislation.
- 9.2 The Provider must notify the Customer immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.
- 9.3 The Provider must notify the Customer within a reasonable period or as specified by the Customer acting reasonably if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.
- 9.4 The Provider will give the Customer, at no additional cost to the Customer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.
- 9.5 The Provider must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by domestic or EU law.

10. Term and termination

- 10.1 This Agreement will remain in full force and effect so long as:
- (a) the Master Agreement remains in effect; or
 - (b) the Provider retains any of the Personal Data related to the Master Agreement in its possession or control (**Term**).
- 10.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Master Agreement in order to protect the Personal Data will remain in full force and effect.
- 10.3 The Provider's failure to comply with the terms of this Agreement is a material breach of the Master Agreement. In such event, the Customer may terminate any part of the Master Agreement involving the processing of the Personal Data effective immediately on written notice to the Provider without further liability or obligation of the Customer.
- 10.4 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Master Agreement obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation a reasonable period or as specified by the Customer acting reasonably, either party may terminate the Master Agreement on written notice to the other party.

11. Data return and destruction

- 11.1 At the Customer's request, the Provider will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.
- 11.2 On termination of the Master Agreement for any reason or expiry of its term, the Provider will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control.
- 11.3 If any law, regulation, or government or regulatory body requires the Provider to retain any documents, materials or Personal Data that the Provider would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.
- 11.4 The Provider will certify in writing to the Customer that it has deleted or destroyed the Personal Data within a reasonable period or as specified by the Customer acting reasonably after it completes the deletion or destruction.

12. Records

- 12.1 The Provider will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved subcontractors, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in Clause 5.1 (**Records**).

- 12.2 The Provider will ensure that the Records are sufficient to enable the Customer to verify the Provider's compliance with its obligations under this Agreement and the Data Protection Legislation and the Provider will provide the Customer with copies of the Records upon request.
- 12.3 The Customer and the Provider must review the information listed in the Annexes to this Agreement at least once a year to confirm its current accuracy and update it when required to reflect current practices.

13. Audit

- 13.1 The Provider will permit the Customer and its third-party representatives to audit the Provider's compliance with its Agreement obligations, on reasonable notice, during the Term. The Provider will give the Customer and its third-party representatives all necessary assistance to conduct such audits at no additional cost to the Customer. The assistance may include, but is not limited to:
- (a) physical access to, remote electronic access to, and copies of the Records and any other information held at the Provider's premises or on systems storing the Personal Data;
 - (b) access to and meetings with any of the Provider's personnel reasonably necessary to provide all explanations and perform the audit effectively; and
 - (c) inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to process the Personal Data.
- 13.2 The notice requirements in Clause 13.1 will not apply if the Customer reasonably believes that a Personal Data Breach has occurred or is occurring, or the Provider is in material breach of any of its obligations under this Agreement or any of the Data Protection Legislation.
- 13.3 If a Personal Data Breach occurs or is occurring, or the Provider becomes aware of a breach of any of its obligations under this Agreement or any of the Data Protection Legislation, the Provider will:
- (a) promptly conduct its own audit to determine the cause;
 - (b) produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
 - (c) provide the Customer with a copy of the written audit report; and
 - (d) remedy any deficiencies identified by the audit within a reasonable period or as specified by the Customer acting reasonably.
- 13.4 At the Customer's written request, the Provider will:
- (a) conduct an information security audit before it first begins processing any of the Personal Data and repeat that audit on at least an annual basis;
 - (b) produce a written report that includes detailed plans to remedy any security deficiencies identified by the audit;
 - (c) provide the Customer with a copy of the written audit report; and
 - (d) remedy any deficiencies identified by the audit within a reasonable period or as specified by the Customer acting reasonably.

14. Warranties

- 14.1 The Provider warrants and represents that:

- (a) its employees, [subcontractors,] agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
- (b) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
- (c) it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Master Agreement's contracted services; and
- (d) considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
 - (i) the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - (ii) the nature of the Personal Data protected; and
 - (iii) comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in Clause 5.1.

14.2 The Customer warrants and represents that the Provider's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

15. Indemnification

15.1 The Provider agrees to indemnify, keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or for which the Customer may become liable due to any failure by the Provider or its employees, subcontractors or agents to comply with any of its obligations under this Agreement and/or the Data Protection Legislation.

15.2 Any limitation of liability set forth in the Master Agreement will not apply to this Agreement's indemnity or reimbursement obligations.

16. Notice

16.1 Any notice [or other communication] given to a party under or in connection with this Agreement must be in writing and delivered to:

For the Customer: the Chair of the Six Town Housing Ltd Board

For the Provider: Director of Housing (or in the alternative its Data Protection Officer, Director of Law and Governance and/or Chief Executive Officer).

16.2 Clause 16.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.3 A notice given under this Agreement is valid if sent by email.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF **Customer**]

Director

Signed by [NAME OF DIRECTOR]

for and on behalf of [NAME OF **Provider**]

Director

ANNEX A Personal Data processing purposes and details

Subject matter of processing: Processing of the personal data of the Customers Board of Directors and Customers Tenants and their Households.

Duration of Processing: For the duration of the Master Agreement

Nature of Processing: all that necessary for the proper and compliant maintenance and management of the Customers social housing stock and related tenancies plus the corporate business activities of the Customer.

Business Purposes: provision of regulated social housing (149 units of stock).

Personal Data Categories: All.

Data Subject Types: The Customers Tenants, their Households and the Customers Board of Directors.

Authorised Persons: The Providers professional housing, asset, finance and corporate services officers supplying services to the Customer under the master Agreement.

Approved Subcontractors:

- [List all approved subcontractors.]

ANNEX B Security measures

Supplier to insert description of its technical and organisational data security measures such as:

- Physical access controls.
- System access controls.
- Data access controls.
- Transmission controls.
- Input controls.
- Data backups.
- Data segregation.

This page is intentionally left blank

DATED

30 January

2024

THE METROPOLITAN BOROUGH OF BURY

and

SIX TOWN HOUSING LIMITED

Termination and Transition Agreement

**Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham
B3 2ES**

Reference: MC/032007.0004

CONTENTS

PARTIES.....	1
INTRODUCTION.....	1
AGREEMENT	1
1. DEFINITIONS AND INTERPRETATION.....	1
2. TERMINATION OF THE MANAGEMENT AGREEMENT	4
3. TRANSFER OF THE OPERATION AND THE ASSETS	4
4. CONSIDERATION.....	5
5. ASSUMPTION OF THE LIABILITIES.....	5
6. THE CONTRACTS	5
7. THE LEASING AGREEMENTS	6
8. THE PREMISES.....	6
9. THE TRANSFERRING EMPLOYEES.....	7
10. CONTINUING REGISTERED PROVIDER ROLE	7
11. LIAISON AFTER TRANSFER OF THE OPERATION	8
12. FURTHER ASSURANCE	8
13. MISCELLANEOUS	9
SCHEDULE 1 ASSETS.....	10
SCHEDULE 2 EXCLUDED ASSETS.....	12
SCHEDULE 3 TRANSFERRING EMPLOYEES	13
SCHEDULE 4 COUNCIL SERVICES	14
SCHEDULE 5 LIABILITIES	16
APPENDIX 1 COUNCIL SERVICES	17
APPENDIX 2 DATA PROTECTION.....	20

2024

1. **THE METROPOLITAN BOROUGH OF BURY** of Town Hall, Knowsley Street, Bury BL9 0SW (the “**Council**”); and
2. **SIX TOWN HOUSING LIMITED** (company number 04948846) whose registered office is at 6 Knowsley Place, Angouleme Way, Bury BL9 0EL (“**Six Town**”).

1. Six Town is a wholly owned subsidiary company of the Council (together the Parties). Six Town was originally established to manage the Council's social housing stock as an arm's length management organisation (ALMO) and has since been registered as a registered provider of social housing (PRPSH) and as such owns 149 social housing homes and leases/manages other properties.
2. The Parties entered into a management agreement first in 2005 and upon its expiry in 2020 the Management Agreement.
3. The Parties have agreed to an early termination of the Management Agreement on the Effective Date.
4. On the Effective Date, Six Town will transfer the Operation, Assets and Liabilities to the Council on the terms set out below.
5. For the foreseeable future Six Town will continue to function as a PRPSH and to hold the Excluded Assets.
6. To enable Six Town to discharge its functions Council will provide Council Services as set out in Schedule 4.

- 1.1 In this Agreement these words have the following meanings:

"Agreement"	this asset transfer agreement
"Assets"	the assets described in clause 3.2 and as listed in Schedule 1
"Board"	the board of Six Town and any committees established by it
"Cash"	any cash held by Six Town at the Effective Date in connection with the Operation either in hand or in bank accounts

"Claims"	any claims actual, contingent or otherwise which Six Town may be entitled to make in any capacity
"Consents"	all or any permits, licences or other statutory consent required for the carrying out of the Operation and held up to the Effective Date by the Organisation
"Contracts"	all contracts relating to the Operation at the Effective Date (other than the Leasing Agreements) to which Six Town is party including those in the list true copies of which have been initialled on behalf of both Parties by way of identification
"Council Services"	the services to be provided by the Council to Six Town after the Effective Date as listed and on the terms set out in Schedule 4
"Creditors"	all sums due to trade creditors in respect of the Operation at the Effective Date
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a part, and Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Processing and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Legislation.
"Debtors"	all book and other debts (including accruals and pre-payments) owed to Six Town in connection with the Operation at the Effective Date
"Effective Date "	1 February 2024
"Equipment"	all plant, machinery, tools, vehicles and other equipment owned at the Effective Date by Six Town in connection with the Operation other than the Leased Equipment

“Excluded Assets”	the assets listed in Schedule 2
"Goodwill"	the goodwill of Six Town in connection with the Operation as at the Effective Date
“indemnify”	indemnify and keep indemnified on a joint and several basis against all liabilities, costs, claims, demands, expenses and proceedings
"Intellectual Property"	all intellectual property rights relating to the Operation owned by Six Town at the Effective Date
"Leased Equipment"	all plant, machinery, tools, vehicles and other equipment held by Six Town at the Effective Date pursuant to the Leasing Agreements
"Leasing Agreements"	all leasing, hire-purchase and similar agreements to which Six Town is a party at the Effective Date
"Liabilities"	all liabilities of Six Town (whether actual, contingent, prospective or otherwise) including anything relating to Transferring Employees and responsibility for paying the Creditors, including but not limited to those listed in Schedule 5.
“Management Agreement”	the Management Agreement dated 1 April 2020 between the Parties pursuant to which Six Town provides housing related services to the Council
"Operation"	the operation of providing housing related services carried on by Six Town in accordance with the terms of the Management Agreement and any other agreement under which Six Town provides similar services
"Premises"	all premises occupied by Six Town in connection with the Operation at the Effective Date
“Premises Leases”	All leases or licences for the Premises to which Six Town is a party at the Effective Date and for which the Council does not own the immediate superior interest
"Records"	all records and books of account kept by Six Town in connection with the Operation at the Effective Date

“Regulations” the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any prior or subsequent amendment or re-enactment of the same

"Transferring Employees" those employees whose details are set out in Schedule 3

- 1.2 The headings in this Agreement are inserted for convenience only. They do not affect its construction.
- 1.3 References to any clauses and schedules are to those of this Agreement.
- 1.4 References to legislation include all arrangements, replacements or re-enactments and all regulations, determinations and directions made under it.
- 1.5 The words “include” or “including” are to be read without limitation.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated.
- 1.8 Words in the singular include the plural and in the plural include the singular.
- 1.9 A reference to one gender includes a reference to the other gender.
- 1.10 Documents in agreed form are documents in the form agreed by the parties to this agreement and initialled by them or on their behalf for identification.
- 1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2. TERMINATION OF THE MANAGEMENT AGREEMENT

- 2.1 The Parties agree the Management Agreement will come to an end by mutual consent at close of business on the Effective Date.
- 2.2 At and after such time, neither Party will have any rights, claims, liabilities or obligations under or relating to the Management Agreement.

3. TRANSFER OF THE OPERATION AND THE ASSETS

- 3.1 Six Town will transfer the Operation and the Assets to the Council (and the Council will accept such transfer) on the Effective Date.
- 3.2 The Assets comprise:
 - 3.2.1 the Cash;
 - 3.2.2 the Claims;

- 3.2.3 the benefit and the burden of the Contracts, the Leasing Agreements and the Premises Leases (subject to the provisions of clauses 5, 6 and 7 respectively);
 - 3.2.4 the Debtors;
 - 3.2.5 the Equipment;
 - 3.2.6 the Goodwill;
 - 3.2.7 the Intellectual Property;
 - 3.2.8 the Records; and
 - 3.2.9 any other asset of Six Town not specifically referred to above, but not the Excluded Assets.
- 3.3 The transfer will be deemed to have occurred at 00.01 am on the Effective Date.
- 3.4 After the Effective Date Six Town will supply to the Council, within a reasonable time after any request by the Council, all information relating to any or all of the Assets and the Operation.

4. CONSIDERATION

- 4.1 The consideration for the transfer of the Operation and the Assets is the assumption by the Council of the Liabilities and the entering into of its other obligations under this Agreement.

5. ASSUMPTION OF THE LIABILITIES

- 5.1 The Council will discharge the Liabilities in full as and when they fall due.
- 5.2 Pending their discharge in full, the Council will indemnify Six Town against all things relating to the Liabilities.
- 5.3 Insofar as it is aware of any material change to the Liabilities other than those in the ordinary course of carrying on the Operation, Six Town will promptly notify the Council of any such material changes.

6. THE CONTRACTS

- 6.1 All Contracts that can be transferred by Six Town to the Council without the consent of any third party or where a third party has given its consent are to be so transferred with effect from close of Operation on the Effective Date.
- 6.2 The following provisions apply to any Contracts that cannot be transferred under clause 6.1:
- 6.2.1 this Agreement will not constitute an assignment or novation if this would give rise to a breach of the relevant Contracts;
 - 6.2.2 the Council and, where necessary, the Organisation, will use all reasonable endeavours to obtain any necessary consents from third parties;

- 6.2.3 Six Town at the Council's request shall use all reasonable endeavours with the co-operation of the Council to procure such assignment or novation; and
- 6.2.4 pending such consents being granted, the Council will carry out the obligations under the relevant Contracts on behalf of Six Town and for the Council's own benefit as if the relevant Contracts had been transferred to the Council.

7. THE LEASING AGREEMENTS

- 7.1 All Leasing Agreements that can be transferred by Six Town to the Council without the consent of any third party or where a third party has given its consent are to be so transferred with effect from close of Operation on the Effective Date.
- 7.2 The following provisions apply to any Leasing Agreements that cannot be transferred under clause 7.1:
 - 7.2.1 this Agreement will not constitute an assignment or novation if this would give rise to a breach of the relevant Leasing Agreements;
 - 7.2.2 at close of Operation on the Effective Date Six Town will pass the Leased Equipment to the Council;
 - 7.2.3 the Council and, where necessary, Six Town will use all reasonable endeavours to obtain any necessary consents from third parties to the transfer of the Leasing Agreements to it;
 - 7.2.4 Six Town at the Council's request shall use all reasonable endeavours with the co-operation of the Council to procure such assignment or novation;
 - 7.2.5 if transfer does not prove possible the Council will use all reasonable endeavours to terminate the relevant Leasing Agreements without liability to either Party; and
 - 7.2.6 the Council will pay all sums due under or in relation to the Leasing Agreements and/or their termination.

8. THE PREMISES

- 8.1 Six Town will hand over possession of the Premises to the Council 00.01 am on the Effective Date and the Parties agree that this will constitute a surrender of any leasehold or licence interest that Six Town holds in any of the Premises in which Council owns the immediate superior interest and in the event that any such leasehold interest is registered at the Land Registry the Parties shall enter into a TR1 as soon as reasonably practicable to formally surrender such lease.
- 8.2 Six Town shall use all reasonable endeavours to procure that the Council shall be entitled to the benefit, use and enjoyment of the Premises and the Council shall perform all the obligations of Six Town in respect of such Premises.
- 8.3 The Council will pay all rent and outgoings relating to the Premises as part of its assumption of the Liabilities with effect from 00.01 am on the Effective Date.

- 8.4 All Premises Leases that can be transferred by Six Town to the Council without the consent of any third party or where a third party has given its consent are to be so transferred with effect from 00.01 am on the Effective Date.
- 8.5 The following provisions apply to any Premises Leases that cannot be transferred under clause 8.3:
- 8.5.1 this Agreement will not constitute an assignment or novation if this would give rise to a breach of the relevant Premises Leases;
 - 8.5.2 the Council and, where necessary, Six Town, will use all reasonable endeavours to obtain any necessary consents from third parties;
 - 8.5.3 Six Town at the Council's request shall use all reasonable endeavours with the co-operation of the Council to procure such assignment or novation and to enter into any documents necessary to effect this; and
 - 8.5.4 pending such consents being granted, the Council will carry out the obligations under the relevant Premises Leases on behalf of Six Town and for the Council's own benefit as if the Premises Leases had been transferred to the Council.

9. THE TRANSFERRING EMPLOYEES

- 9.1 Six Town has supplied to the Council all information relating to employees required under the Regulations before the Effective Date. The Council shall not bring a claim against Six Town in respect of late receipt of employee liability information under the Regulations. If the Council brings such a claim, the Council shall indemnify Six Town against all direct and indirect losses (including legal fees) connected with such claims.
- 9.2 The Transferring Employees will transfer to the Council pursuant to the Regulations with effect from 00.01 am on the Effective Date.
- 9.3 The Council will be responsible for all the Employees with effect from 00.01 am on the Effective Date on the same terms (including those relating to pension entitlement) that were in force with Six Town immediately before.
- 9.4 The Council will use all reasonable endeavours to ensure that after 00.01 am on the Effective Date the Transferring Employees remain in their existing pension arrangements with continuity of service.
- 9.5 The Council will treat the Transferring Employees, and ensure the Transferring Employees are treated, fairly and equally with the Council's existing employees, including with regard to any matters relating to redundancy and/or the amalgamation or reorganisation of services.

10. CONTINUING REGISTERED PROVIDER ROLE

- 10.1 The Council entrusts Six Town with the performance of tasks relating to the provision of housing accommodation, and thereby Six Town's continuing role as a PRPSH.

- 10.2 Through exerting its decisive influence on Six Town, the Council and Six Town can enter public contracts with each other under a vertical arrangement that is covered by Regulation 12 Public Contracts Regulations 2015 and (when in force) Schedule 2 Procurement Act 2023.
- 10.3 Six Town agrees that it shall continue its activities as a PRPSH after the Effective Date and shall continue to operate in compliance with the Regulator of Social Housing's prevailing regulatory framework (or that of any successor regulating authority for social housing).
- 10.4 The Council and Six Town shall enter into an intra-group agreement to govern their relationship with effect from the Effective Date.
- 10.5 The Articles of Six Town shall be amended and the Board will be constituted to make Six Town fit for purpose for its ongoing role as a PRPSH, meeting the standards set by the Regulator for Social Housing (and/or its successor) from time to time.
- 10.6 After the Effective Date the Council shall provide Six Town with the Council Services on the terms set out in Schedule 4.
- 10.7 The Council shall provide such financial assistance to Six Town as is reasonably necessary to ensure the ongoing viability of Six Town as a registered provider, with reference to the dwellings that it owns or that it is agreed it should acquire or build from time to time, and in accordance with the Council's housing strategy.
- 10.8 The Council shall review the ongoing role of Six Town within its housing strategy with a view to putting into effect such longer term arrangements for the continued role of Six Town as a registered provider within the Council's group of companies from 1st January 2025.

11. LIAISON AFTER TRANSFER OF THE OPERATION

- 11.1 On the Effective Date the following individuals are the key liaison officers for each Party:
- 11.1.1 the Council: Lynne Ridsdale - L.Ridsdale@bury.gov.uk; and
- 11.1.2 Six Town: Catherine Farrell - C.Farrell@sixtownhousing.org.
- 11.2 Each Party shall notify the other in writing any change in their key liaison officer as may occur from time to time.

12. FURTHER ASSURANCE

- 12.1 Each Party will take such steps as may reasonably be required to vest the Operation, the Assets and the Liabilities in the Council and give effect to the terms of this Agreement.
- 12.2 In discharging their obligations under this Agreement each Party will act in a proper, reasonable and diligent manner in accordance with the principles of good faith.

13.1 This Agreement will be governed by English law.

13.2 The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

13.3 This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

IN WITNESS of which this Agreement is entered into as a deed on the date set out above.

THE COMMON SEAL of)
THE METROPOLITAN BOROUGH)
OF BURY was affixed in the presence of)

R Thorpe

Rosalind Thorpe 30 Jan 2024 11:52:59 GMT (UTC +0)

63/24



Seal ID: 24921

THE SEAL of)
SIX TOWN HOUSING LIMITED)
was hereunto affixed in the presence of:)

Ceramel.
H. H. H. H. H.

(two signatures)



SCHEDULE 1

ASSETS

Cash

£5,003,421.00 as of 19th January 2024.

This includes all STH Ltd cash funds and before payment of some significant sums relating to monthly payroll (£1.6M) and rent on 6KP (£170k) for example, as well relating to management agreement and excluded properties.

See 'Cash' in [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\Summary of Debtors, Creditors & Cash](#)

Claims

Not aware of any (that STH may make).

the benefit and the burden of the Contracts, the Leasing Agreements and the Premises Leases (subject to the provisions of clauses 5, 6 and 7 respectively);

Contracts

[Q:\Transition - Data Room\Register Lists\ v5 Registers A and B 22.01.24 RC edits](#)

[Q:\Transition - Data Room\Register A\Documents registered on Register A](#)

[Q:\Transition - Data Room\Register B](#)

[Q:\Transition - Data Room\Register Lists\Supplier Spend](#)

Note: Register A contains contracts in force with copy contracts available for review. Register B contains commercial arrangements potentially amounting to a contract in common law without a formal written contract available.

Leasing Agreements

See "Contracts" above

~~[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\7. Leaseholders – Leaseholder List Jan 2024](#)~~
~~Red password protected see Israr Mohammed or Zafaelia (note: password protected)~~

Premises Leases

6KP - Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties – STH Knowsley Place Official Copy (Lease) 27 04 2011 – 'MAN179004 (2)'

~~Redbank - Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties\Redbank – 'Redbank House Lease'~~

~~Peachment - Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties\Peachment\Peachment Place tenancy agreement Jan 2019 (Note: no signature)~~

Debtors

Council Initial
& Date Here

Council Initial
& Date Here

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Debtor Invoices to be Uploaded at 19.01.24’](#)

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Aged Debtors at 19.01.24’](#)

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Bury Debtors Capital Program Valuations to be Uploaded’](#)

See ‘Debtors’ in [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Summary of Debtors, Creditors & Cash’](#)

Equipment

Equipment all belongs to the Council.

Goodwill

None

Intellectual Property

None

Records

Assets and Liabilities Register

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘ALR v1.2 MASTER updated 19 Dec 2023’](#)

Accounts

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\3. Governance\4. Finance](#)

BM and AGM minutes

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\3. Governance\3. Board and Committees](#)

any other asset of Six Town not specifically referred to above.

SCHEDULE 2

EXCLUDED ASSETS

List of 149 Excluded Properties - [Q:\Transition - Data Room - Excluded Properties](#)

MSV - [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties\Mosscare St Vincents – 'MSV LEASE dates 17.07.2019'](#)

Sherbourne House - [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\1. Assets\5. Leased properties\Sherbourne – 'Sherbourne House Lease 20 Dec 2021 signed'](#)

SCHEDULE 3

TRANSFERRING EMPLOYEES

List of employees - [Q:\Transition - Data Room\Material Issues\TUPE Lists – ‘Six Town Housing Establishment’](#)

[Q:\Transition - Data Room\Material Issues\Invs & Evidence Packs – Staff](#)

SCHEDULE 4
COUNCIL SERVICES

1. Supply of Council Services

1.1 The Council shall supply the Council Services to Six Town from the Effective Date in accordance with this Schedule and for Six Town to properly continue its Registered Provider Role as set out and particularised in the Agreement.

1.2 In supplying the Council Services, the Council shall:

- (a) perform the Council Services with reasonable care and skill;
- (b) perform the Council Services as required to support and ensure delivery of those services described in Appendix 1;
- (c) ensure that all goods, materials, standards and techniques used in providing the Council Services are of satisfactory quality and are fit for purpose;
- (d) comply with:
 - (i) all applicable laws, statutes, regulations [and codes] from time to time in force; and
 - (ii) the Constitution and policies of the Council and the policies of Six Town subject to their compatibility with the former,provided that the Council shall not be liable to SIX Town if, as a result of such compliance, it is in breach of any of its obligations to Six Town under this Schedule and/or the Agreement, and
- (e) take reasonable care of all Excluded Assets.

2. Six Town's obligations

2.1 The Six Town shall:

- (a) co-operate with the Council in all matters relating to the Council Services;
- (b) provide, for the Council, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, use and access to the Excluded Assets as required by the Council or any of them; and
- (c) provide, in a timely manner, such information as the Council may require, and ensure that it is accurate and complete in all material respects;

3. Data protection

The parties shall comply with the data protection obligations as set out in Appendix 2.

4. Charges and payment

- 4.1 The consideration for the provision of the Council Services is provided for in the Agreement.

5. Variation.

No variation of the Council Services shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

SCHEDULE 5

LIABILITIES

Creditors

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Creditors Report at 19.01.24’](#)

Note: some of this owed to Bury Council.

See ‘Creditors’ on [Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register – ‘Summary of Debtors, Creditors & Cash’](#)

Claims against STH

[Q:\Transition - Data Room\Material Issues\Court Cases – Customers](#)
[Q:\Transition - Data Room\Material Issues\Insurance Claims – ‘Six Town Housing Spreadsheet’](#)

Complaints

[Q:\Transition - Data Room\Complaints Stage 1](#)
[Q:\Transition - Data Room\Complaints Stage 2](#)
[Q:\Transition - Data Room\Formal Complaints as at 08.01.2024 – Formal Complaints 2023-24](#)

Compensation Payments

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\2. Liabilities – ‘Compensation payments to customer Apr - Sep 2023’](#)

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\2. Liabilities – ‘Compensation payments to customers 19 Dec 2023 supplied by Carran O;Grady’](#)

HRA Disrepair

[Q:\Transition - Data Room\A&L Register copy of folder from Governance 20 Dec 2023\Assets and Liabilities Register\2. Liabilities\Claims HRA Disrepair STH](#)

Fraud Reviews

[Q:\Transition - Data Room\Material Issues\Fraud Reviews – ‘Potential Fraud document’](#)

Appendix 1 Council Services

The Council shall supply the necessary and appropriate Council Services to support and ensure delivery of the service areas set out in Table 1. The Council Services may be subject to individual operational plans and/or procedures tailored to each service area upon or after the Effective Date.

Table A

Housing Management Related Services		
Neighbourhood Services to Tenants		Allocations
		Lettings
		Decanting
		Tenancy Management
		Tenant and Leasehold engagement and consultation
		Enforcement of tenancy conditions
		Anti-Social Behaviour (ASB)
		Case management & interventions
		Complaints Handling
		Evictions and court action
		Manage Housing Ombudsman Cases
		Facilities to manage diversity (language line, etc)
		Ensure Equalities and Diversity / Equalities Impact Assessments
		Safeguarding
Customer Support & Maintenance		Customer profile database
		Obtain customer feedback
R&M - Stock Maintenance		Day2Day, Out of Hours & Void Repairs
		Clearance of homes
		Environmental services (on housing land)
		Facilities Management
		Provision of Grounds Maintenance & Arboriculture service
		Caretaker services

	Provision of stores service
S&I - Capital Improvements	Maintain Asset Register
	Improvement Programme & Works
	Adaptations
	Demolition Orders
	Complete Stock condition surveys
	Maintain Asset Management Database
	Development of new affordable housing
	Secure DFA and Other Grant funding
	Disposal of homes
Health & Safety of Tenants & Residents	Annual Gas inspection & ongoing repairs
	Annual Electrical inspection & ongoing repairs
	Annual Lift inspection & ongoing repairs
	Annual Legionella inspection & ongoing repairs
	Asbestos monitoring, inspection & maintenance
	Fire Risk Assessment & remedial works
	Damp, Mould & Condensation
	Community Safety
	Risk Assessments
Other Legal & regulatory requirements	Ensure compliance all relevant legislation
Corporate Governance Related Services	
ICT	Provide HMS, Website & ICT Infrastructure
	Data management & Records
Marketing	Website content, newsletters, marketing literature
Finance	Financial Strategy (FBP/Budget/TMS, etc)
	Treasury Services
	Management Accounts & Analysis
	Statutory Accounts

	Rent Setting & Collection
	Recovery of arrears and other charges
	Write offs / Bad debts
	Procurement (tendering & letting of contracts)
	Payments
	External Audit
Taxation	VAT
	Corporation Tax
Governance	Board/Management
	Company Secretary
	Maintain Framework & Controls
	Maintain Strategy, Policy & Procedures
	Monitor/Manage Risk
	Disaster Recovery & Business Interruption
	Internal Audit
	FOIs, SARs & GDPR compliance
Regulation	Support compliance with RSH Regulatory Standards
	Assets & Liabilities Register
	Reporting (NROSH, etc.)
	Annual Report
	Performance Monitoring & TSMs
	Monitor Key Performance Indicators (KPIs)
	Monitor Value for Money & Metrics
Insurance	Public liability and other insurance arrangements
	Liability claims management

Appendix 2 Data Protection

1. In relation to any Personal Data provided or made available by either party to the other under this Agreement, each party shall comply with its obligations Data Protection Legislation when Processing such Personal Data. This includes complying with the Data Protection Principles and upholding the rights of Data Subjects under Data Protection Legislation.
2. Each Party shall ensure they have all necessary and appropriate legal bases required for the lawful Processing of Personal Data it Processes in connection with this Agreement (including any transfer of Personal Data to the other party).
3. Each party shall (at its own cost) provide the other party with such co-operation and assistance in relation to that other party's compliance with Data Protection Legislation as that other party reasonably requests.
4. Each party shall notify the other party immediately on becoming aware of any Personal Data Breach (however caused).
5. Nothing in this Agreement requires either party to disclose any information to the other Party or any third party if to do so would breach Data Protection Legislation.
6. If any part of this Agreement does not comply with Data Protection Legislation, Six Town may amend that part (to the minimum necessary to ensure such compliance) by giving Six Town at least 20 (twenty) Working Days' notice. The Parties agree that such an amendment shall not be regarded as a variation to this Agreement.
7. In the event where there is Processing of Personal Data, the parties agree to enter into a separate data processing agreement.



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

Report to:	Cabinet	Date: 13 June 2024
Subject:	The Acceptance of the Lowest Tender for the Replacement of Existing Street Lighting Lanterns with LED Lanterns (Phase 3)	
Report of	Cabinet Member for Environment, Climate Change and Operations	

Summary

1. The purpose of this report is to request Cabinet approval to accept the lowest tender submitted for the Replacement of Existing Street Lighting Lanterns with LED Lanterns (Phase 3) by E.ON Energy Solutions Ltd.

Recommendation(s)

2. To approve the award of a contract to E.ON Energy Solutions Ltd in the sum set out in Part B of this Report.
3. To delegate authority to the Executive Director of Operations in consultation with the Director of Law and Governance to negotiate and execute the contract.

Reasons for recommendation(s)

4. A mini competition was undertaken, via The Chest, in accordance with the terms of the GMCA Street Lighting Electrical Connections Framework. The Framework includes the provision of electrical connections to street lights (and other associated highway furniture) such as new connections, disconnections and transfers. The Framework is a compliant procurement process under the Public Contracts Regulations 2015.
5. Four eligible companies were invited to participate and E.ON submitted the most competitive price.

Alternative options considered and rejected

6. The inhouse were considered. However, they do not have the capacity to carry out this work on top of their day-to-day commitments.
7. There is the option to do nothing. However, this will not replace old, and expensive to operate/maintain, street lighting lanterns and achieve the energy savings required.

Report Author and Contact Details:

Name: Philip Hewitt
Position: Group Engineer (Street Lighting & Operations)
Department: Operations
E-mail: p.m.hewitt@bury.gov.uk

Background

8. A mini competition was undertaken, via The Chest, as part of the GMCA Connections Framework for which four eligible companies were invited to participate.

This was to engage a suitable contractor to carry out the replacement of existing street lighting lanterns with Led lanterns for the already approved **£1,460,000** capital programme.

The contract was run on a 60% quality 40% price basis with the results as follows:-

Name	Weighted Price Score	Weighted Quality Score	Total Score
EoN	40.00	52.00	92.00
J. McCann	36.13	47.00	83.13
Altitude Services	39.30	41.00	80.30
Jones Lighting	37.11	42.00	79.11

The programme, known as Phase 3, is to swap around 3,000 old street lighting lanterns for LED on 8m columns and above, starting with the classified roads within the Borough.

Estimated time for completion is December 2025, but we are hopeful we may be able to complete the works before this time.

Links with the Corporate Priorities:

Please summarise how this links to the Let's Do It Strategy.

- 9.

Equality Impact and Considerations:

*Please provide an explanation of the outcome(s) of an initial or full EIA and make **specific reference regarding the protected characteristic of Looked After Children**. Intranet link to EIA documents is [here](#).*

10. Not applicable as this report is to award the contract for an already approved capital programme.

Environmental Impact and Considerations:

Please provide an explanation of the Environmental impact of this decision. Please include the impact on both **Carbon emissions** (contact climate@bury.gov.uk for advice) and **Biodiversity** (contact c.m.wilkinson@bury.gov.uk for advice)

11. Not applicable as this report is to award the contract for an already approved capital programme.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation

Legal Implications:

To be completed by the Council's Monitoring Officer.

12. The procurement of the replacement lights under the GMCA Street Lighting Electrical Connections Framework is a compliant procurement route for the purposes of the Public Contracts Regulations.
13. The form of the call off contract will be determined by the framework and legal services should be engaged to finalise the terms and execute the agreement.

Financial Implications:

To be completed by the Council's Section 151 Officer.

14. The programme has a revised 24/25 allocation of £1,075,000. This represents the second year of £730,000 plus re-phasing from the first year of £330,000 and £15,000 slippage at year end 23/24.
15. The initial allocation was approved as £730k / annum for the years 2023/24 and 2024/25.

Appendices:

Please list any appended documents.

Background papers:

Please list any background documents to this report and include a hyperlink where possible.

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

Term	Meaning

This page is intentionally left blank



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

Report to:	Cabinet	Date: 16 July 2024
Subject:	Top Park Ramsbottom - 3G Football Turf Pitch	
Report of	Cabinet Member for Environment, Climate Change and Operations	

1.0 Summary

This report provides Cabinet with details of a proposed floodlit 3G Football Turf Pitch (FTP) at Top Park Playing Fields in Ramsbottom together with associated improvements to the pavilion and car park.

The report also outlines the details of a funding bid submitted to the Football Foundation (FF) as well as seeking approval to the overall funding package including expenditure of approved Council capital match funding.

2.0 Recommendation(s)

2.1 To approve the overall 3G scheme package including submission for the Football Foundations 3G Pitch Fund which (subject to grant approval and including match funding) will total £1,422,491.

2.2 Approval to expend the £425,000 capital match funding that is within the Council's approved capital programme.

2.3 Subject to the approval of and receipt of the external grant from the Football Foundation, to award contracts to the successful tenderers detailed in section 6.4 of this report. Any variations of costs due to unforeseen circumstances to be reported through and approved by the Cabinet Member for the Environment.

2.4 Delegate authority to the Executive Director of Operations in consultation with the Director of Law and Governance to negotiate and execute the final contracts.

3.0 Reasons for recommendation(s)

3.1 Development for 3G FTPs is identified as a priority for Council. The Top Park 3G pitch project has been developed in partnership with the County FA, Football Foundation and Ramsbottom United Junior Football Club. The project aims to maximise external funding and utilises approved capital match funding.

The community engagement has identified that there are limited recreation facilities in Ramsbottom which has contributed to high levels of physical inactivity among young people. The Top Park community offer will create new opportunities for males and females of all ages and abilities to enjoy recreation football and other physical activities.

This project will provide a much needed facility for the community of Ramsbottom, supporting the delivery of the Bury North Neighbourhood People and Communities Plan and broader *Let's Do It!* Strategy of the Borough.

4.0 Alternative options considered and rejected.

4.1 A reduced size scheme with a reduced external grant submission. As this would much reduce the outcomes of the project it would be unlikely to attract the external funding.

4.2 Consideration of an alternative site to develop the next 3G FTP within Ramsbottom or elsewhere within the borough. This could take up to 2 years to develop an alternative site proposal with the Football Foundation. Ramsbottom has been identified as a priority by the County FA and Football Foundation

Report Author and Contact Details:

Name: Neil S Long

Position: Assistant Director (Operations)

Department: Operations

E-mail: n.s.long@bury.gov.uk

5.0 Background

Bury Council are seeking to secure external investment for various 3G Football Turf Pitch (FTP) developments across the borough. Top Park Playing Field in Ramsbottom has been identified as a priority site within the County FA - Local Football Facilities Plan for Bury. We have been working with the Football Foundation and County FA who are supporting the development of a business case for an application for funding for a new 3G FTP with associated facilities and car parking.

Existing 3G facilities are already in place at Goshen Playing Field (managed by Goshen Football Foundation), Redbank Playing Field (managed by Radcliffe Football Foundation) and at Elton High School (managed by the school).

The Council also commissioned a review and update of the Council's Playing Pitch Strategy (PPS). This was completed in early 2024 in partnership with the Football Foundation, Sport England other National Governing Bodies such as tennis, athletics, cricket and rugby as well as involving local sports clubs.

The Playing Pitch Strategy reports that all midweek availability is currently at capacity, or close to capacity with only spare capacity existing at weekends. Ramsbottom United JFC struggle to access 3G pitches for training. They use the poor-quality sand AGP at Woodhey School and teams travel out of the Borough.

The new PPS also reviewed the demand and opportunity for further 3G pitches across the borough as well as improvements to grass pitch sites.

6.0 Proposed Facilities

6.1 Bury Council are the current landowners of Top Park Playing Field, Bolton Road West, Ramsbottom. Ramsbottom United JFC LTD (the trading arm of Ramsbottom United JFC) is a company limited by guarantee and has been established to operate the new Top Park facilities and to reduce liability to club volunteers. RUJFC Committee members are named as Company Director and Management Committee members. The company will take on the new Top Park through a 25-year lease or self-management agreement once the development has been completed.

We are seeking to provide a 'State of the Art' full size 3G FTP with floodlighting at Top Park to address the high local demand for football and other multi-sport activities in addition to a small extension and improvements to the existing changing room and pavilion. Also included (as required by Planning) is provision of additional car parking spaces and widening of the vehicle access from Bolton Road West.

In order to meet Football Foundation standards, the extended building will provide appropriate team changing rooms, officials changing rooms, a local community and wellness hub and associated storage.

6.2 Community Involvement and Benefit

There is significant shortfall of 3G pitches in Bury and RUJFC teams travel out of the borough for training on 3G and use poor quality venues. This project will mean local children can train and play matches in their own park.

The project will provide significant physical and mental health benefits for the local community. The Bury North Neighbourhood Profile which covers Ramsbottom reports:

- Higher proportion of inactive young people compared to the rest of the Borough.
- Smoking is around 2% higher than Bury averages.

We want to target those who are not physically active and/or who have physical and mental health challenges. We also want to reach all young people in the community to promote enjoyment of activity as a basis for life-long participation.

The target audiences are:

- Young people with support for inactive children and LSEG families
- Women and Girls
- Older people
- People with disabilities and long-term health issues

We have talked to local voluntary groups and health and education professionals to engage with our target groups.

Ramsbottom is lacking disability football provision. Through our community engagement we have identified a range of partners to work with to ensure our project is fully inclusive.

6.3 Who will run the new 3G Facility.

The facility including the 3G, grass pitches and pavilion will be managed and maintained by Ramsbottom United JFC LTD. A similar arrangement was set up for the management of the facilities at Redbank and Goshen. The company limited by guarantee has been established to operate the new Top Park facilities and to reduce liability to club volunteers. The operation of the company and facility will also be overseen on an ongoing basis by the Lancs County FA and Council through a facility steering group which will be required by any external grant awarded.

The first £27k of income from the 3G is held by the Football Foundation to be held in a sinking fund reserve for the longer-term upkeep.

RUJFC Ltd were also responsible for developing the business plan, community consultation and funding bid in partnership with the Council.

The business plan that accompanies the external funding bid will ensure that all occupancy for the new facility is already in place before submission of the bid. This also includes other aspects of football development and community participation.

6.4 Funding and procurement processes

The total project value subject to securing external funding would be circa £1.422M as detailed in the table below although there are no guarantees at this stage (until a successful grant has been secured).

Tenders have been received for the 3G pitch, car park works, access improvements, and changing room extension as detailed below.

The car park, access and changing room were tendered using a single stage open tender process. Therefore, it was important to establish that only companies that had appropriate skills and experience were considered. To allow this to be ascertained prequalification questions were asked and these were assessed on a pass/fail basis to allow the further consideration of the tenders.

A quality element was included within the tender, which represents 30% of the overall assessment (10% relevant experience, 10% programme, 10% social value). The remaining 70% of the tender evaluation related to cost. Eight tenders were received, two of which were non-compliant and not considered further.

The 3G pitch element is being overseen by the Football Foundation via their Artificial Grass Pitch (AGP) Framework and managed by their framework manager. This is subject to a two-stage procurement process, following their framework protocols.

The Final tenders within the approved budget to be accepted through consultation with the Cabinet Member for Environment.

Contracts will be formally awarded to successful tenderers following confirmation

of award of grant.

A total of £425,000 has been approved within the Councils Capital Programme to be used as match funding towards the external funding bid and maximise the potential amount of external funding from the Football Foundation.

Item	£ Cost
Pavilion remodelling with additional changing room extension (H Bell and Sons (Rochdale) Ltd tender)	269,987
Car park, paths, and highway access improvements (H Bell and Sons (Rochdale) Ltd tender)	158,363
New Floodlit 91m x 55m FTP (Lano / CLS tender)	842,026
New electrical supply (provisional sum to be added to Lano / CLS tender)	50,000
Sub Total	1,320,376

Additional Costs	£ Cost
Professional Fees	42,835
Statutory Charges (planning, etc)	3,000
VAT (if applicable) all 100% recoverable	0
Legal Costs	3,000
Contingency	20,000
Sub Total	68,835

Other Costs	£ Cost
Consultant Bid Fees (FF and other funding applications)	13,000
Land Survey Costs (including planning condition discharge costs)	20,280
Sub Total	33,280

Other Sources of Funding for your Project	£ Cost
Bury Council (approved capital programme) secured	425,000
Total Partnership funding	425,000

Project Summary	£ Cost
Estimated Project Cost	1,422,491
Total Partnership Funding	-425,000
Estimated Football Foundation Grant (bid submitted)	997,491
percentage of overall project costs sought through external funding	70.12%

Note – An element of expenditure has already been committed for advance design fees, land surveys, feasibility study and planning fees.

6.5 Programme Timetable

- Scheme feasibility and outline design – Complete
- Detailed designs – Complete
- Community consultation - Complete
- Submit for planning permission Complete
- Planning approval - Complete
- Initial scheme and business case submission to the FF – Complete April 2024

- Presentation to the FF Board May/June 2024
 - Outcome of the grant submission – July 2024
 - Subject to a successful grant award start on site – September 2024
 - Completion of works – June 2025
-

7.0 Links with the Corporate Priorities:

The 2023 Bury Playing Pitch Strategy states,

" There is insufficient supply of full size 3G pitches to meet football training demand based on the FA training model of one 11v11 pitch for 38 teams. There is currently a shortfall of 9 pitches identified and an anticipated future shortfall of 10 pitches.

The PPS recommendations include,

"Develop the planned 11v11 3G pitches at Redbank Playing Fields and Top Park Ramsbottom to address the overplayed grass pitches."

Other Council Strategies which provide evidence of need for the project:

- **Bury Strategy for Health, Care, and Well Being** "Let's Do It"
- **Bury Wellness Strategy** (builds on "Bury Moving" Physical Activity Strategy)
- **Bury JSNA**
- **Bury North Neighbourhood People & Communities Plan**

The Council's 10 year 'Let's Do It Strategy', focusses on the importance of building back a better Borough between now and 2030. The Bury Moving Physical Activity Strategy has strategic objectives to support people to move more by 2025.

8.0 Equality Impact and Considerations:

Please provide an explanation of the outcome(s) of an initial or full EIA.

A full EIA has been completed identifying neutral and positive impact as a result of this project which should provide a positive health and wellness benefit to all users of the new facility as detailed in the report.

9.0 Environmental Impact and Considerations:

Supporting carbon neutrality by providing locally accessible high-quality outdoor facilities that also encourage physical activity.

10.0 Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
<ul style="list-style-type: none"> • That the external funding bid is not successful with the FF • The inflation costs of the building works, car park and 3G are very high • Ensuring that the new 3G facility is sustainable 	<ul style="list-style-type: none"> • Ensure close partnership working with the FF and keep the project cost within targets agreed with the FF • Monitor any rising costs. Ensure all works are procured competitively and re-engineer design where appropriate. Provide contingency and maximise external funding. • Ensure a robust business model is in place and establish a £27k p/a sinking fund to be paid into by the club annually from 3G income

11.0 Legal Implications:

The procurement of these contractors has been undertaken in accordance with the Artificial Grass Pitch (AGP) Framework for the 3G pitch and a single stage open tender process for the pavilion and related works, both of which are fully compliant with the Public Contract Regulations 2015. As regards the AGP Framework, then contractors accepted onto the framework have already been subject to quality and price competition. The framework's form of call-off contract will be used by the Council when concluding the contract with the successful contractor.

It is noted that these works are subject to the approval of an external grant from the Football Foundation. Proceeding with these works in advance of this funding being granted will put the Council at risk of responsibility for the cost of the works in the event that funding is not granted. However, assuming that the CRSTS funding is granted, Legal Services should be approached to review and execute any legal agreements associated with the grant.

12.0 Financial Implications:

The projected cost of the project is £1.425m and funding for the project is by way of £0.425m (match funding) which has been approved within the Council's Capital Programme and £1.0m of external grant funding from the Football Foundation.

An element of expenditure has already been incurred for advance design fees, land surveys, feasibility study and planning fees £48k 2023-4 and £13k as at M2 (May) 2024-5, £61k in total which has been funded by way of the Council's Capital Programme pending funding being granted from the Football Foundation.

13.0 Background papers:

Please list any background documents to this report.

Site Plan

Playing Pitch Strategy



Classification: Open	Decision Type: Non-Key
--------------------------------	----------------------------------

Report to:	Cabinet	Date: 16 July 2024
Subject:	Quarter Four Corporate Plan Performance Report 2023/24 and Productivity Plan submission	
Report of	Cabinet Member, Finance and Transformation	

Summary

1. This is the full year performance and delivery monitoring report up for the Corporate Plan for 2023/24. It contains updates against the delivery of the priorities set out in the Plan and associated key performance indicators. It also provides details of actions to be carried over into the Corporate Plan for 2024/25.
2. In addition, the report also contains the proposed Productivity Plan for submission to central government in July for Cabinet approval. In April 2024 letters were sent to all local authorities from the Department for Levelling Up, Housing & Communities (DLUHC) requesting that productivity plans were produced as part of a central government exercise to review productivity across public services. The request does not provide a mandated template however describes a set of four themed questions around transformation and asks that these are considered with view of how public services are run within a system of place-based leadership.
3. The intention is that the Plans demonstrate how productivity is monitored and assessed through mechanisms such as key performance indicators and reporting. The plan must receive member oversight and be published for residents to view along with future reporting and monitoring of progress. DLUHC have stated that the plans will be reviewed to identify common issues and themes but no scoring or league tables will be produced.
4. Part of the response to the Productivity Plan is drawn from the Council's Local Government Corporate Peer Challenge which took place in December 2023. With regards to place base leadership the Peer Team noted in their final report that the Council had "really stepped-up" in its place leadership role. They noted that there was a clear vision for inclusive growth and reducing inequalities which was widely known and understood, with the Council seen "as a strong partner" who fosters collaboration.
5. It is proposed that the current mechanism for reporting delivery activity and performance against the delivery objectives of the Council's Corporate Plan will also monitor progress against the Productivity Plan rather than establishing additional reporting processes on the grounds that this would cause duplication.

Recommendation(s)

6. Cabinet to note the year end update on progress against the Corporate Plan 2023/24 and approve the submission and proposed monitoring of the Productivity Plan.

Reasons for recommendation(s)

7. This report builds on the feedback on previous Performance Report in terms of the transparency of delivery and performance measures. In addition, the Productivity Plan needs to be agreed with portfolio holders before submission in July 2024.

Alternative options considered and rejected.

8. Not applicable.

Report Author and Contact Details:

Name: Helen Corbishley

Position: Head of Performance and Delivery

Department: Corporate Core

E-mail: h.corbishley@bury.gov.uk

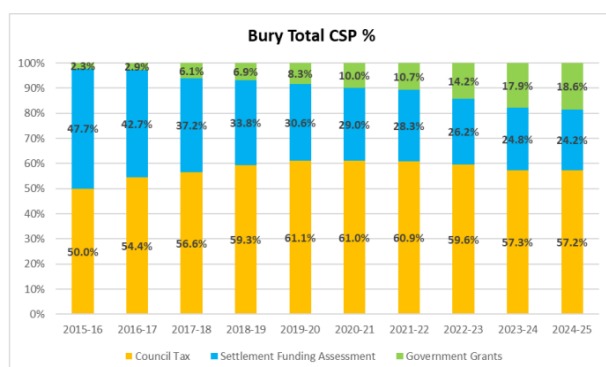
Background

9. This report is in two parts. The first is a summary of the proposed Productivity Plan for submission to the Department for Levelling Up, Housing and Communities (DLUHC).
10. The second part details year end performance and delivery against the priorities set out in the 2023/24 Corporate Plan. This includes a detailed narrative of progress and appendices of delivery against objectives and key performance indicators.
11. At Appendix 2 is the proposed Productivity Plan for Bury. This provides a position statement of the organisation's productivity and transformation over recent years as per the questions set out by DLUHC. It also describes that the reporting mechanism for the plan will be within our current processes for monitoring delivery and performance.

Summary of Bury Council's Productivity Plan 2024

12. In 2020 the ambitious LET'S Do It! Community Strategy for Bury was launched, setting out a vision for the borough through to 2030: **to stand out as a place that is achieving faster economic growth than the national average, with lower than national average levels of deprivation.** Since then, both Bury Council and the wider Team Bury Partnership have worked together to transform their collective response to public service reform and to increase focus on the seven high level outcomes committed to within the Strategy. There is now a much stronger "golden thread" that binds the collective endeavour across the partnership.
13. Bury is nearly three years into this decade of reform and good progress has been made. The contribution to LET'S by the Council are managed each year through a Corporate Plan which sets out the delivery required to achieve the seven outcomes. For the last three years a framework of the "3Rs" within the Corporate Plan has been used to direct activity: Response; Recovery and Renewal to show that LET's Do It! did not mean "*Let's do everything*". More recently the priorities within the Corporate Plan have been reviewed to ensure that activity is focused on the right things in order to ensure productivity and efficiency. Those priorities are: Improving Childrens Lives, Sustainable Inclusive Growth and Tackling Inequalities.
14. In February 2024, the latest budget statement described the wider challenging and uncertain national and local financial context in which Bury Council operates. Despite recent reductions in the rate of inflation, the Council is still addressing the impact of high inflation which has introduced circa £11m of cost pressure since 2022. In addition, this has been exacerbated by ongoing increases in demand across all statutory services including social care for adults and children, special educational needs and support services, social housing and homelessness duties. Collectively these have presented a 17% demand increase on the Council's budget against an income increase of 7%.

15. For Bury, these pressures come on top of systemic underfunding as demonstrated by the 2023 study by the Institute of Fiscal Studies which highlighted Bury Council's position in the bottom 20% worst funded councils. Real term core spending power has been reduced by 29% since 2010/11.
16. The diagrams below show the change in Core Spending Power for Bury since 2015-16 and the increasing reliance on Council Tax income streams. They also show the percentage increase in demand across a range of Council's services that have been delivered during this period of reduced funding. This includes the impact of increasing population, particularly older people which increases demand on our range of services for adults over 65.



Measure	First Date Period	Last Date Period	% Demand Increase
Number of Looked After Children	2014	2023	13%
	310	350	
Referrals to Childrens Social Services	2016	2023	24%
	2622	3239	
Housing Waiting List	2019/16	2023/24	26%
	1879	2375	
Requests for EHCPs	2014	2023	297%
	174	690	
Total EHCPs or Statements	2014	2023	85%
	1213	2241	
Numbers of 2 year funded children	2014	2023	36%
	340	461	
Waste collection (tonnes) from street cleaning	2021	2022	24%
	2853	3532	
Number of potholes repaired	2021	2022	23%
	10878	13348	
Population aged 65+	2015	2022	7%
	33,413	35,758	
Funded Children - 30 Hours childcare	2017/18	2023/24	25%
	4175	5220	

17. In terms of the stability of the workforce, the overall size of the Council has remained relatively stable with a 23 FTE increase between April 2022 and April 2024. However, it is important to note that this masks a notable change in the shape of the workforce with a 92 FTE increase in workforce across the social care departments, a 34 FTE decrease in Operations and a 74 FTE decrease within corporate functions. Sickness absence, whilst reduced over the past year remains above the sector average which has also put pressure on delivery.
18. In 2021/22 the Transformation Programme was established to deliver improved ways of working to facilitate the delivery of savings to support the Council's Medium Term Financial Strategy. The Transformation Programme was delivered through three programmes of work: LET'S Do It! ... Once, Well and Flexibly and in parallel a new digital strategy was developed to enable further transformation and efficiency.
19. Alongside this Transformation Programme the Council has demonstrated commitment to continuous improvement across the organisation. This has been in the form of rounds of service reviews, departmental restructures and improvement support through LGA peer reviews.
20. The Council's Corporate Peer Challenge was undertaken in December 2023 and recognised the work undertaken to continue the transformation of the Council and realise efficiencies over recent years. It proposed that Bury build on this by:

- Establishing a corporate transformation plan, approach, resource and culture to support delivery of the MTFP.
 - Further developing Finance, HR and IT as key services in enabling the delivery of the Council's ongoing transformation needs.
21. In the context of the need to deliver £30m in savings over the coming three years (as set out in the MTFP agreed in February 2024) the Council is progressing an ambitious plan of transformation to drive financial savings in tandem with creating the conditions and culture to deliver on the LET'S Do It! vision for Bury.
 22. Bury Council's STAR Chamber reviews all the spend and sets budget for the financial years, agreeing the growth requirements and budget assumptions for the MTFP. This is a line-by-line review on all expenditure and staff establishments to assure all public money is not wasted and the Council is delivering a standard of service in relation to the resources available.
 23. The Council has invested time and resource in understanding demand and savings proposals relate to opportunities for transformation in high spend areas such as social care for children and adults. In addition, the Senior Leadership Team are prioritising other activity such as estates rationalisation, investing in more energy efficient operations and ensuring income is maximised (where appropriate) from fees, charges and other external sources.
 24. In terms of engaging capacity through agency or consultancy activity across the Council this is subject to a robust internal approval process and, to ensure transparency and be clear on outcomes, information is shared with both Members and the Councils Trade Unions through the Corporate Joint Consultative Committee (JCC).
 25. The Council engages the overwhelming majority of agency staff through a managed service provider contract which is a joint arrangement across Greater Manchester. This arrangement supports significant efficiencies through economies of scale across the Conurbation and, given the scale, dedicated contract management support is in place to ensure the quality of service and address any issues.
 26. The Senior Leadership Group has been strengthened as the place where the Executive and their direct reports meet on a monthly basis to discuss key issues and monitor the delivery of the Corporate Plan through a rotating agenda which focuses on Workforce, Budget, Performance. This is also where shared "wicked issues" are discussed and owned.
 27. Beneath this is a much larger Senior Management Forum consisting of staff who report directly into SLG. This group meets regularly and has been used as a key information sharing group, but also as an opportunity to deliver consistent messaging and training around corporate activities such as the new Procurement Regulations, the importance of Risk Management and key

leadership themes such as inclusion, health and safety and corporate parenting.

28. The Corporate Plan and LET'S monitoring mechanisms show that despite the challenging financial environment that delivery and productivity continue despite increasing demand and reducing funding. The suite of KPIs within the Corporate Plan reporting process continue to demonstrate the delivery of key activities. Reports are taken to Cabinet on a quarterly basis which both provide analysis of delivery of key milestones set out in the plan at the beginning of the year and the performance of associated KPIs.
29. The Corporate plan monitoring and reporting reflects on a suite of KPIs, including those that represent the rates at which work is completed efficiently or to the standard expected. This process not only provides assurance about the delivery of our corporate plan but also reporting on business as usual departmental delivery. This is where most of the productivity monitoring will be found.
30. Delivery against the Corporate Plan is monitored through monthly reporting by Executive Directors to their Cabinet Member and Chief Executive. Formal reports are presented on a quarterly basis to Cabinet with additional analysis via the Performance and Finance Sub-Group of our Overview and Scrutiny Committee. To avoid any additional burden that may impact on our productivity, this mechanism will be used to publicly monitor our productivity as per the requirements set down by the Department for Levelling Up, Housing and Community.

Delivery of the Corporate Plan 2023/24

31. The Corporate Plan for 2023/24 set out nine priorities, with three key objectives to reflect the ambition of the organisation and acknowledgement of the targeted work required to continue to deliver the Council's contribution to the LET's vision.
32. Throughout the year, quarterly reports have been provided to Cabinet to monitor progress across the Corporate Plan priorities and a wider set of Key Performance Indicators designed to provide transparency and accountability across the full range of Council functions.
33. At year end it is clear a significant amount of work has been undertaken to achieve the targets set out in the plan. In addition, there were periods of high demand, unplanned activities and other priorities which had an impact on the delivery of the whole of the Corporate Plan for 2023/24.
34. In summary, out of the 15 deliverables set out against the nine priorities, eight are complete, a further six over 80% complete and one deliverable has not been delivered.
35. Where the deliverables are not 100% complete, this work will be included in the Corporate Plan 2024/25. These include the People Strategy and

Workforce Representation Strategy; a Children's Edge of Care Service; an All-Age Skills strategy and the Social Value strategy.

36. The report below is a summary per priority of the delivery and activity throughout the year and impact that this has had.

Progress against the Top Three Priorities:

Improving Children's Lives

37. This priority is comprised of three elements: Children's Social Care, Educational Improvement and Special Educational Needs with deliverables associated with improvement and transformation across all three due to the current interventions from both Ofsted and the Department for Education.
38. With regards to the children who are in the Council's care, activity for the year has focused on delivery the Children's Improvement Plan with actions including increasing the recruitment of social workers, changing the model of social care to the more holistic Family Safeguarding process and further developing the Borough's Early Years and Early Help offer whilst ensuring that the Council meets the requirements of Ofsted for return review visits.
39. In terms of Educational Improvement, work on the new Radcliffe High School has commenced and the relocation of the Pupil Referral Unit to a more appropriate site with minimal disruption to pupils has also been completed.
40. With regards to Special Educational Needs, activity has been focused on service improvement, preparation for the new Ofsted SEND inspection framework and the delivery of Project Safety Valve in conjunction with the Department for Education. Most of the workstreams within Project Safety Valve were delivered throughout the year, with some delays to the Local Offer and review of under 5's with SEND. However, by the end of the year this had caught up along with the build commencement of the first new special school in Unsworth and the opening of resource provision places throughout the year to support the projected demand in the Council's DSG Management Plan. Any undelivered activities are being targeted through the PSV Delivery Board for imminent completion in Quarter One of the Corporate Plan 2024/25.
41. It is important to note that this update was written before the SEND Inspection and therefore at the time of this report the focus was on dealing with increased demand and working through the SEND Transformation Plan.
42. More detail on activities delivered in the year to support this priority are as follows:
- The "Mockingbird" model of foster care support and the Family Safeguarding model of children's social work practice were both launched. Bury is the first OFSTED-rated inadequate authority to roll out either of these initiatives.

- The East Bury Family Hub was successfully opened in September 2023 to provide all-age prevention support to families in this neighbourhood.
 - Brookhaven special school was opened in January 2024; an important step in increasing sufficiency for children with special needs within the borough.
 - Videos created to promote help for people with a learning disability to improve their mental wellbeing, and to share ideas with carers and support workers about how they can improve someone's mental wellbeing.
 - Seven young people, who have experienced being in care or looked after, were involved in a careers development seminar by the Council's Joint Venture Partner Muse Places. There has also been a focus on ensuring that care leavers are matched to employment opportunities in the Council, for example in our Operations Department.
 - The DSG Management Plan for Project Safety Valve (PSV) was successfully submitted to the Department for Education and associated funding approved.
43. The Key Performance Indicators within this priority reflect the described above. In terms of improving the standard of schools and education in 2023/24, the increase in the percentage of good or better schools (Primary and Secondary) in Bury has slowly risen throughout the year from 71.2% to 78.8%. To break this down by primary and secondary, in March 2024 92.6% of Bury's Primary schools were rated good or better, as were 59.2% of Bury High schools. This compared to 91.3% and 42.2% last year. This is a good outcome for Bury in terms of the direction of travel but when compared to ten statistical neighbours, Bury falls within the bottom two which indicates the further work required in this area.
44. As at 1 March 2024 the number of children in Bury schools with an Education, Health and Care Plan, (EHCP) had risen over the year from 2441 to 2736. However, the number of new EHCP's issued at that point was nearly 20 less than the year before (67 compared to 84). This indicates improvement and rigour in the application processes and potentially the grass roots of improved SEN support services providing support for children and young people's needs before the requirement for an EHCP emerges. At the same time 100% of EHCPs for Bury children were completed on time within the 20-week compliance timescale. This performance is also a reflection of improved processes within the SEN Team, where the number of EHCPs issued is increasing but are now all being completed within timescale.
45. In March 2024, 286 Bury children were electively home educated, this has increased throughout 2023/24 and reflects a seasonal pattern through the academic year. Compared to March 2023 there has been an annual increase of 46 in this academic year.
46. In the last 6 months of the year there were 1582 Bury Children in Need. Nearly a quarter of these are looked after children and 14% had a child protection plan, above England rates but in line with statistical neighbours. There were 1251 referrals to CSC in the last 6 months of the year, of which 24% were a re-referral. The latest benchmarking data shows that Bury's referrals rates are higher than statistical neighbours and England.

47. The impact of the pandemic has exposed and increased inequalities locally particularly between those residents living in the most and least deprived areas. The gap in children reaching a Good Level of Development between those in receipt of Free School Meals and children overall increased to 17.2% in 2023 from 11.6% in 2019.
48. At GCSE level where the gap between children in receipt of Free School Meal and overall children in Bury in terms of GCSE attainment has also widened. The average attainment 8 score for FSM pupils was 35.1% compared to 44.8% overall. In 2022 these figures were 37.8% and 46.3% respectively showing a decline for both cohorts.
49. There are also inequalities in outcomes experienced by those children who have been cared for by the Council. Overall whilst 96% of 16-17 year olds are in Education, Employment, or Training (EET) this falls to 62% of 17-18 year olds care leavers, and 46 % of 19-21 year olds care leavers. Whilst this is an improvement on the same point last year (54% and 42% respectively) it demonstrates the further improvement journey required as this is still lower than the last available benchmark for England as whole
50. In terms of the longer-term work to address these issues, the percentage of children accessing 2-year-old free childcare was 81.5% in the Spring Term 2024. This is a positive increase from 68.5% in the Spring Term 2023 and demonstrates the impact from promotion of this service. Building on this, and other work to improve Early Years services is therefore a priority within the Corporate Plan 2024/25.

Achieving Inclusive Economic Growth

51. This priority focuses on the delivery of the “levelling-up” sites within the borough, the Town Centre Plans and the launch of the Economic Development Strategy and accelerated growth plans.
52. As with many capital and development projects there can be slippage between quarters, which is evidenced in the delivery table below however by the end of the year the deliverable was 100% complete. March 2024 also saw the approval of the regeneration framework for the Millgate Shopping centre and surrounding areas.
53. The Economic Development Strategy for Bury was published at the beginning of 2024 and set out a ten-year framework to guide a collaborative approach to delivering a sustainable, competitive, inclusive and resilient local economy. An action plan framework is currently being set up to monitor delivery of the strategy specifically and contributions from organisations across the Bury partnership.
54. In addition, the following activities have taken place to support this priority:
 - The local housing pipeline is on track and developers have started on site for the construction of 600 new homes in Radcliffe.

- In March 2024 the Council adopted the Places for Everyone plan following an extensive consultation process.
 - First Bury Regeneration Expo welcomed business leaders, investors and stakeholders in Ramsbottom to discuss how Bury will be transformed over the next decade and beyond. Organised by the council, in partnership with the Greater Manchester Business Growth Hub, the event showcased the many game-changing developments coming to the borough
 - All enabling works for the Radcliffe and Bury Flexi Hall Levelling Up schemes were completed and construction began in Radcliffe.
 - In February 2024, Bury Council completed the in-sourcing of the Housing Services, bring over 7,000 homes back under the direct management of the Local Authority. Work has continued at pace to improve the standard of accommodation and ensure tenant safety within the context of the new Social Housing Regulations, introduced on the 1st April 2024.
55. Despite this delivery activity the key performance indicators reflect the challenging economic climate across the borough. The last twelve months has seen a reduction in the number of business enterprises in 2023 (7830 compared to 8060 in 2022). The number of local business units also declined from 9055 to 8790. In addition, a measure of job density (where 1.0 would equal one job for every working aged resident), was 0.65 in 2022, decreasing from 0.70 in 2021 which reflects the availability of employment in the borough. Addressing these issues is priorities with the Action Plan for the Economic Development Strategy.
56. To support local communities with digital reforms, recruitment of a new Digital Inclusion and Engagement Officer took place in February 2024. The role will aim to work on bringing together digital inclusion strategy in Bury and creating a platform for community groups, local businesses and residents to access and signpost to digital support and upskilling resources.

Supporting residents and business with the cost-of-living crisis

57. There were two main deliverables associated with this priority: delivering the Anti-Poverty Strategy Action Plan and launching the Social Value Strategy. Throughout the year the Social Value Strategy did not meet quarterly deadlines in terms of delivery. This has now been made a priority for delivery by Q2 of the 2024/25 Corporate Plan.
58. The Bury Cost of Living and Anti-Poverty Strategy was approved in 2022 with a series of annual action plans following the strategy which monitor delivery. The action plan for 2023/24 contained a range of deliverables including campaigns promoting cost of living support, promoting digital wellbeing, increasing energy efficiency and literacy and community wealth building and financial inclusion. The action plan was delivered as planned in 2023/24 which provided residents with year-round support including access to services, tips on how to save money and energy, providing free wifi and data for those in “data poverty” and promoting Credit Unions and basic bank accounts.

59. In addition to the above, the following activities were also delivered:
 - Around 7000 residents were provided with food and fuel support through the cost-of-living strategy.
 - The provision of energy efficient measures to homes in Bury under the Energy Company Obligation (ECO) phase funding has delivered measures to 91 properties which is saving each household an average of £567 per year and saving an estimated 372.5 tonnes of carbon in addition.
 - Three drop-in events were hosted during February and March for residents to receive advice on cost of living including debt, benefits, energy saving, managing money, budgeting and housing or tenancy issues.
 - 400 vulnerable residents received a winter pack to help keep warm.
 - Bury Adult Learning has a Learner Support Fund which helps learners on qualification courses experiencing financial hardship to stay in education. The fund can be used to help with course costs, exam fees, childcare costs and travel costs.
 - Bury Neighbour Hub is a collaborative project between Bury Works, Bury Council and Ingeus, an employment services provider working with residents and employers to help create lasting employment.
60. The key performance indicators in this area further triangulate the successful delivery against this priority. The time taken to process new benefit claims for residents such as Housing Benefit and Council Tax benefit, has decreased from 35 days at the start of the year, to 32 days by the end of year. This ensures that residents who are in need and eligible for financial support are receiving what the need in a timely way. Benchmarking data from 2022/23 shows that there is a need to improve the timeliness for Housing Benefit claims in particular to support residents where out of Bury's statistical neighbours, this Council is the third longest for processing new claims. This forms part of the Council's Corporate Plan for 2024/25.
61. As at March 2024 there were 5335 people in Bury claiming a work-related benefit, mainly Universal Credit. This was an increase from 4,800 in September 2023. Increases in claimant count can show two things, both that residents are requiring benefit support due to employment and income changes but also shows that when residents are needing support there are being directed to services that can support claiming of benefits to ensure that they are receiving what they need.
62. In terms of accommodation stability for residents, the key performance indicators show that there was a peak of open statutory homelessness cases throughout the year and the year-end position of 745 cases is 21 cases high than the starting point. There has also been a steady increase in the number of households in temporary accommodation from 111 at the start of the year to 160 at the end which has been accompanied by a decrease in the percentage of "move ons" from homelessness/threat of homelessness from 49% at the beginning of the year to 35% at the end. This reflects an increase in demand and the complexity of cases being support by the Council but also the impact of the lack of suitable accommodation within the borough.

Remaining Organisational Priorities:

Improving the Health and Care System

63. There has been strong delivery against this priority in 2023/24, with all projected deliverables complete at the end of the year. Focused on two key workstreams: Intermediate Care Transformation and Care Quality Commission inspection readiness, achievements include the establishment of the new Assistive Technology team and the delivery of the Staying Well Team with the Bury GP Federation. With regards to the new regulatory framework for Adult Social Care, overseen by the Care Quality Commission, a peer challenge improvement plan has been completed alongside a self-assessment to support CQC regulator readiness.
64. Below is a summary analysis of some of the 2023/24 health and care performance data collected through the Corporate Plan. In addition, quarterly cabinet Adult Social Care performance report contains further performance information in detail.
65. The proportion of adult social care providers rated good or outstanding by CQC has remained consistent over the year with the latest position of 84%. This is above the England average of 79%. 88.6% of the borough's care home agencies also continue to be rated Good or Better.
66. In terms of Adult Social Care, Quarter Three is usually peak activity due to the winter season and this was reflected in 23/24. Intermediate Care Services were particularly busy in December and evidences the support provided to the hospital system once winter arrived.
67. Waiting lists for Adult Social care whilst beginning to fall can be erratic, this is due to the high volumes of work coming into the department which can result in small backlogs escalating quickly. Throughout the year government grants have been utilised to invest in extra staff to reduce these waiting lists further. It is expected to see an impact from this in the next two quarters.
68. At Quarter Four there is a drop in the increase of the number of adult social care package outstanding reviews, due to the work undertaken by the reviewing team. Further improvements are expected over the next two quarters.

Reducing Health Inequalities

69. This priority seeks to deliver interventions that will help improve the overall quality of life measure in LET's by reducing inequalities and tackling the key causes of mortality such as Cardiovascular Disease (CVD), cancer and liver disease. This priority also includes the early intervention and prevention activity that can help improve the good level of development in the borough's youngest children and in addition the inequalities that can also be experienced.

70. Delivery against this priority during the year has included the production of the Joint Strategic Needs Assessment for Bury, the first draft of the licensing matrix to help support decision making around licence applications, the review of the substance misuse service, launch of self-care communications and a plan developed with the GP Fed for delivery of secondary prevention care for CVD.
71. In addition through the Health and Wellbeing Board a new outcomes framework has been developed which is focussed on inequalities.

Tackling Climate Change

72. Within this priority are commitments to decarbonisation and household energy efficiency across the borough, this also includes the launch of the Council's internal climate change action plan. Key activity to support decarbonisation includes the replacement of street lighting columns and lamps to with new LED versions. This workstream was on track at the start of the year but due to procurement issues the completion of this work has been delayed until 2024/25. However, within the same period electric vehicle charging points have been increased by 66%, 98% of council vehicles have now been changed to lower emission versions and Wave 2 of the Social Housing Decarbonisation programme has been delivered to 159 properties out of 201 properties.
73. The local Corporate Plan Key performance data has highlighted a slight downward trajectory of the percentage of waste recycled from 55% to 49.3%. The latest benchmarking data shows for 2022/23 the percentage was 52.6%, the second highest out of the Council's CIPFA nearest neighbours. The average residual waste (ie non-recyclable) was 342.5kg per household which was well under the Council's CIPFA neighbours average of 479.3kg.

Public Sector Reform

74. This priority was mostly delivered in 2023/24 and continued to build on the good work already developed through the Council's Neighbourhoods Model. The two focuses here are "Embedding Public Sectors Leadership Teams in each neighbourhood" and "Taking a Person and Community Centred Approach to Public Sector reform".
75. For the former, the live digital neighbourhood profiles were launched in the summer of 2023 and are published for use by partners and residents. A series of successful Team Bury events have taken place and the State of the Borough was shared with partners in September 2023 detailing the contributions of Team Bury against the seven outcomes in LET'S. People and Community Plans have been developed further in each neighbourhood including local intelligence and risk stratification workshops which have resulted in a new monitoring framework for cohorts in each area.
76. For the latter, strength-based working in neighbourhoods has been mapped out alongside the delivery of the Wellness strategy. The family hub in East

Bury was opened successfully and a review of Family Hub functions has taken place, with new proposals being discussed regarding location and services required – further milestones for delivery will be set out in the 2024/25 Corporate Plan.

Delivering Sustainable Housing Growth

77. The main focus of the priority in the past year was completing the options appraisal regarding the future of the Council's social housing landlord. Six Town Housing transferred back into the Council in February 2024 to join the other housing functions.
78. During that time new workstreams have been developed both an internal improvement plan to ensure that the best services are provided to residents and tenants now that it is being provided from the Council and also regulator readiness activity in anticipation of the new housing inspection regime that is likely to happen over the next 1-2 years. There was a successful lift and shift of housing landlord services to ensure minimal disruption to tenants and restructuring work underway to align teams and processes going forward.
79. A start on site was made as planned for house units throughout the year. Alongside this, the Places for Everyone plan was adopted locally as well as in 8 other Greater Manchester authorities – which aims to manage land development up until 2037, plan new homes, employment space and infrastructure, cater for growing populations, boost the prosperity of the area and ensure housing and employment opportunities are spread evenly across Greater Manchester.
80. In terms of performance, the latest indicators tell us that at March 2024 there were 160 households in temporary accommodation (with the longest stay currently over 570 days)
81. There has been a steady increase of rough sleepers being supported through the ABEN programme in the last two quarters of the year. This is accompanied by an increase in statutory homelessness cases – there were 745 cases at Quarter 4, compared to less than 500 in 2020/21. There was also a total of 2375 individuals or families on the Housing Waiting List at the end of 2023/24. This shows increasing demand for housing needs by residents and is unlikely that this demand is going to change in the short term. The Corporate Plan for 2024/25 continues to monitor housing and accommodation developments for residents and it is intended that bringing housing services back into the organisation that this can be delivered in the best way for tenants.
82. Growth is continuously within the borough in particular around planning. In 2023/24 there were 788 planning applications received by the Business Growth and Infrastructure Department with 87% of these being granted.
83. At the start of the period there were 210 housing units completed, 80 of which were affordable. The Council is also continuing to plan the delivery of

supported housing to meet the needs of vulnerable, neurodiverse adults and those adults who have a learning disability.

Celebrating culture and supporting Bury's creative sector

84. The final Corporate Plan priority had the following deliverables: launch and implement the new Cultural Strategy, delivery of savings in Bury Art Museum, develop a programme of cultural events and monitoring the UKSPF (Shared Prosperity Fund) for opportunities to develop the borough's vision and priorities further.
85. In the last year Bury Art Museum was awarded £590,000 to carry out essential building works to help protect art works, repair the roof and open some of the currently closed gallery spaces. The funding from the government's Cultural Investment Fund will ensure short term sustainability whilst further local plans are developed for the long term vision of the Art Museum.

Corporate Plan 2023/24 Delivery Table

86. A summary of overall progress against these Corporate Priorities at Year End is provided below. This includes a backwards look on the quarterly RAG ratings throughout the year and then a year end status on completion.
87. The following RAG ratings apply for the planned activities within the quarter against that deliverable:
- **RED**: On hold or potentially being re-evaluated against priorities
 - **AMBER**: Behind but manageable within current plan/requirements
 - **GREEN**: On track against original timescales
 - **BLUE**: Complete
88. The following colours indicate if the deliverable for the year has been completed. Where it hasn't been completed a % is provided to give an idea of distance from completion. There is also accompanying narrative for where a deliverable isn't complete and a proposed timescale for the 2024/25 Corporate Plan.
- **PURPLE**: Objective is complete and delivered within the 2023/24 Corporate Plan.
 - **GREY**: Not delivered within the 2023/24 Corporate Plan

Key Performance Indicators

89. In addition to monitoring delivery against Corporate Plan priorities, each Department has developed a core set of key performance indicators which are used to track changes in demand, delivery against customer standards and performance against agreed benchmarks.
90. These indicators cover a range of business as usual (BAU) activities as well as project specific measures where appropriate and are monitored within internal departmental processes.
91. The latest snapshot position of all of these indicators is in Appendix 1. Due to timing of data collection and publication there may not be a full year position of the key performance indicator.

Progress against Corporate Plan Priorities

Priority	Key Deliverables	Apr-Jun 23 and Jul-Sep 23	Oct – Dec 23	Jan – Mar 24	% Objective Completion	Year End Status
Top Three Corporate Priorities for 2023/24		→→→ RESPONSE	→→→ RECOVERY	→→→ RENEWAL	→→→	→→→
1. Supporting residents and businesses with the cost-of-living crisis	Deliver 2023/24 Action Plan within the Anti-Poverty Strategy	<ul style="list-style-type: none"> Household support round 3 Cost of Living Summit 3 	<ul style="list-style-type: none"> Winter support programme delivered 	<ul style="list-style-type: none"> Evaluation of Impact 	100%	COMPLETE
	Launch Social Value Policy / Community Wealth	<ul style="list-style-type: none"> Mapping of existing commitment via contract register and procurement analysis Framework of opportunity signed off via neighbourhood teams 	<ul style="list-style-type: none"> Social Value Policy launched 	<ul style="list-style-type: none"> Evaluation framework agreed and implemented 	25%	Priority action in 24/25 Corporate Plan to be completed by Q1
2. Improving Children's Lives	Childrens Social Care Ensuring services for children and young people meet the required standards for good levels of safeguarding and support	<ul style="list-style-type: none"> -Family Safeguarding model implemented -Early Years offer resolved -Exit of Managed Service Team 	<ul style="list-style-type: none"> -23 international social work arrivals -Implement training for EH practitioners. -Student Social Worker intake 	Preparation for Ofsted re-inspection by ensuring services are recognised as improving outcomes for children and young people	100%	COMPLETE
	Educational Improvement Radcliffe School build commences Improve the proportion of schools good or better Academisation Strategy Improved attendance	<ul style="list-style-type: none"> Develop school improvement and school cluster model with seconded headteacher Develop training and communication for schools and governors following DfE local area commissioning statement DfE procurement school build Revise quality assurance proforma and mechanism Analyse schools attainment data and RAG rate 	Radcliffe leisure centre relocated to enable new schools build phase to commence Quality assurance visits to schools	<ul style="list-style-type: none"> Radcliffe School build begins PRU relocates to Spurr House 	100%	COMPLETE
	Special Education Needs Preparing for the new review of services by Ofsted through service transformation	<ul style="list-style-type: none"> SEND Improvement plan updated Graduated approach launched Revised PSV Management plan submitted Revised Local Offer in place Under 5s plans reviewed Circa 50 RP places open 	<ul style="list-style-type: none"> Options paper for 14-25 SEND service to be completed Recommissioning of short break offer 	<ul style="list-style-type: none"> Unsworth Special School open Circa 10 RP places open 	90%	Short Breaks contracts have been extended to ensure no break in service. Recommissioning of the Short Break offer will take place Q1 2024-25.

Priority	Key Deliverables	Apr-Jun 23 and Jul-Sep 23	Oct – Dec 23	Jan – Mar 24	% Objective Completion	Year End Status
	Project Safety Valve Plan Updated and Approved by Department for Education					
3. Achieving Inclusive Economic Growth	Levelling-Up Sites commence construction Township Plans for Whitefield, Prestwich and Ramsbottom Economic Development Strategy Updated Accelerated Growth Programme Skills Strategy	<ul style="list-style-type: none"> Planning secured – Radcliffe and Bury sites High St taskforce to Whitefield Prestwich consultation OBC – Ramsbottom Enterprise Centre Radcliffe Pocket park EDS Launch Radcliffe demolition Market Operator engaged Whitefield Town plan Ramsbottom public realm planning Millgate masterplan Skills Strategy launched 	Radcliffe hub construction begins Prestwich funding strategy Planning – Radcliffe enterprise centre Inclusive growth strategy launched	<ul style="list-style-type: none"> Bury flexi construction begins 	100%	COMPLETE
Other Organisational Priorities for 2023/24		→→→ RESPONSE	→→→	RECOVERY	→→→	RENEWAL →→→
4. Improving the Health & Care System	Intermediate Care Transformation Plan	<ul style="list-style-type: none"> Training Needs Analysis completed Provider and service user physical disabilities network established Assistive Tech team established and operational Implement new Housing Assistance Policy Deliver contract between Council and GP Fed for payment of Staying Well service Stand alone bed base and Home base service created by merging IMC@Home with Reablement Assistive Tech Delivery 	<ul style="list-style-type: none"> Assistive Tech delivery 	<ul style="list-style-type: none"> Review intermediate tier and assess requirements 	100%	COMPLETE
	Care Quality Commission Inspection Readiness	<ul style="list-style-type: none"> Peer Challenge improvement plan prepared Updated self assessment completed ASC Performance Framework designed and implemented “Getting the Call” readiness plan 	<ul style="list-style-type: none"> Potential assessment window 	<ul style="list-style-type: none"> Potential assessment window 		COMPLETE

Priority	Key Deliverables	Apr-Jun 23 and Jul-Sep 23	Oct – Dec 23	Jan – Mar 24	% Objective Completion	Year End Status
5. Reducing Health Inequalities	Reducing the life expectancy gap by focusing on preventing and reducing the impact of the 3 key contributors CVD, Cancer and Liver Disease. Narrowing the school readiness gap	<ul style="list-style-type: none"> GP Fed Plan for the delivery of the secondary prevention CVD work in General Practice Refine the new wellness model of delivery to focus work on key priorities Complete first version of the JSNA Update Local smoking plan Develop and roll out alcohol licensing matrix to support licensing decisions prevention CVD work in General Practice 	<ul style="list-style-type: none"> Review self-care information and Tools on the Bury Directory and refine as appropriate Support the roll out of self-care comms through VCSE sector 	<ul style="list-style-type: none"> Review impact of additional substance misuse service investment 	100%	COMPLETE
6. Tackling Climate Change	Deliver commitments to decarbonisation and household energy efficiency across the borough Launch internal climate change action plan	<ul style="list-style-type: none"> Phase 2 – replace 252 street lighting columns and LEDs Phase 3 – carry out design work/tenders for LED replacement Phase 2 – replace a further 252 street lighting columns and LEDs Phase 3 – Upgrade 300 streetlights with LEDs Delivery of the remaining 13 electric vans to the Council fleet 	<ul style="list-style-type: none"> Phase 2 - Replace a further 252 street lighting columns and LEDs Phase 3 - Upgrade a further 510 streetlights with LEDs 	<ul style="list-style-type: none"> Phase 2 - Replace a further 252 street lighting columns and LEDs Phase 3 - Upgrade a further 510 streetlights with LEDs Increase public EV charging infrastructure by 100% Implement Social Housing Decarbonisation (Wave 2) Deliver energy efficient measures to 80 households in Bury 	75%	Procurement was delayed during 23/24 for the supplier of the LED replacement. The project will be rolled over into 24/25 Corporate Plan. EV charging infrastructure increased by 66% (18) Delivered Wave 2 social housing decarbonisation Delivered energy efficient measures to 91 properties in Bury
7. Public Sector Reform	Embedding Public Sectors Leadership Teams in each neighbourhood	<ul style="list-style-type: none"> Updated neighbourhood profiles and SoTB Map models of risk stratification already in place – consistent and neighbourhood specific People and community plans 	<ul style="list-style-type: none"> Review operation of neighbourhood teams 	<ul style="list-style-type: none"> Assess next steps for integration 	100%	COMPLETE

Priority	Key Deliverables	Apr-Jun 23 and Jul-Sep 23	Oct – Dec 23	Jan – Mar 24	% Objective Completion	Year End Status
	Taking a Person and Community Centred Approach to Public Sector reform	<ul style="list-style-type: none"> Map models of strength based working and assess commonality of approach Community Mental Health hubs Develop framework for consistent and multiagency approach Wellness Strategy 	<ul style="list-style-type: none"> Pilot consistent place-based strengths-based approach Bury East Family Hub open 	<ul style="list-style-type: none"> Radcliffe Family Hub open 	75%	<p>We are reviewing our approach to the Family Hub roll-out, informed by the ongoing review of the council estate and an assessment of need, neighbourhood by neighbourhood, with a particular focus on the most socially challenged areas of Bury. To date, no suitable building has been identified in Radcliffe to host a Family Hub. There are several possible buildings, but none are large enough.</p> <p>Furthermore, given the size and spread of need within Radcliffe, it is likely that a 'hub and spoke' approach will be required to ensure that services are available close to where families live.</p>
8. Delivering sustainable Housing Growth	STH Options Appraisal	<ul style="list-style-type: none"> Decision to in-source Tenant engagement Improvement plan agreed 	<ul style="list-style-type: none"> Final decision made 	<ul style="list-style-type: none"> Readiness for regulator complete 	100%	COMPLETE
	Housing Development to deliver 700 new homes	<ul style="list-style-type: none"> William Kemp Heaton (18 LD Units), Willow St (13) Start on site – Wheatfield (30) 	<ul style="list-style-type: none"> Start on Site East Lance Papermill (400 homes) Place for Everyone adopted (Elton) 	<ul style="list-style-type: none"> Start on site: Green St (132); Seedfield (86), School St (91) 	100%	COMPLETE
9. Celebrating culture and supporting the creative sector	<p>Launch and Implementation of new Cultural Strategy</p> <p>Delivery of savings in BAM</p> <p>Development of programme of events</p> <p>UKSPF monitoring</p>	<ul style="list-style-type: none"> Launch event for strategy Identify and bid for funding opportunities including LIF 3, MEND and GMCA funding Events programme go live Develop plans for new library in Prestwich Develop plans to relocate library in Bury Support plans for commercialisation of BAM 	<ul style="list-style-type: none"> Appoint Flexihall provider Approve BAM option Events Programme 	<ul style="list-style-type: none"> Secure capital funding / MEND for BAM Secure ACE funding to move Bury Library and Capital to refurbish Events Programme 	100%	COMPLETE

Priority	Key Deliverables	Apr-Jun 23 and Jul-Sep 23	Oct – Dec 23	Jan – Mar 24	% Objective Completion	Year End Status
		<ul style="list-style-type: none"> Options appraisal with market curators Events programme 				

		Key Deliverables	Apr-Jun 23	Jul-Sep 23	Oct – Dec 23	Jan – Mar 24	% Objective Completion and Quarterly Activity RAG	Commentary
Enablers	Finance	Efficiencies achieved Amendments delivered	Savings delivered	Savings delivered	Medium Term Financial Strategy Savings delivered MTFS updated	Savings delivered	88%	A new savings programme for the next three years is being developed and any savings that have not been achieved will be replaced or rephased.
	Comms & Marketing	Revised Communication Strategy and Campaign Plan, including Place-Based Marketing Strategy Continued roll out of digital transformation and online offer	LET's Brand Council Brand Comms, Marketing and Engagement Restructure consultation Annual Campaign plan of communications agreed	Implement restructure Evaluation framework in place for campaigns Introduce monitoring and evaluation dashboard Deliver campaign plan	Deliver LET's Fix It campaign plan	Deliver LET's Fix It campaign plan	100%	COMPLETE
	Internal Culture Change and Inclusion		Ward walks and new approach to casework Plan for year of focus on Care Leavers Enhanced engagement with BAME and Disability focused BAME groups	LET'S Challenge Workforce Representation Plan	People Strategy Refresh of Inclusion Communications and Events Plan	Formal review of Joint Inclusion Strategy	95%	Inclusion Strategy is ongoing and formal review will be delivered in 24/25
	Workforce Change	Structural change and service improvements	Education, Comms, Legal, ICT, HR	Operational Services			100%	COMPLETE

Conclusion

92. At Year End there is a mostly positive picture of delivery despite the challenging economy and increased demand on services in the past year with only a few objectives being rolled over into the next Corporate Plan for 2024/25. There is lots of evidence of delivery impact against the top three priorities for 2023/24 which will be built on in 2024/25.
93. Where objectives have not been delivered there have been mitigation provided in terms of delivery in the next Corporate Plan.
94. Feedback from the 2023/24 plan has been used to develop the Corporate Plan for 2024/25 where the priorities have been further refined to ensure full delivery within the year. This is based on feedback from the internal Council Performance Reporting processes and the Local Government Association Corporate Peer Challenge which took place in December 2023.
95. Performance data from the ongoing monitoring of the Corporate Plan has been used to produce the Productivity Plan for the council as required by DLUHC. This has been supplemented by Corporate Peer Review data from the Local Government Association.

Recommendations

96. Cabinet to note the update on progress against performance and delivery of the Corporate Plan for 2023/24. Cabinet also to approve the submission of the Productivity Plan and recommendations about monitoring of the plan itself.

Links with the Corporate Priorities:

97. This report supplements the State of the Borough Outcomes Report in terms of providing further information on the contribution of the Council to the 2030 vision. The Corporate Plan priorities are linked to the seven objectives of the LET'S vision.

Equality Impact and Considerations:

98. This report demonstrates the impact of our activity on the users of council services and the impact on the broader community.

Environmental Impact and Considerations:

99. There are no specific environmental considerations within this report however the data tracks progress towards the environmental commitments within the Council's Corporate Plan.

Assessment and Mitigation of Risk:

Risk / Opportunity	Mitigation
--------------------	------------

Lack of capacity to deliver against the Corporate Plan priorities which reduces our ability to achieve the LET'S Vision	Further attention will be given to the activities rated as Amber in order to ensure that resources are used to appropriately to support priorities however in some cases reprofiling may be required on a case by case basis.
---	---

Legal Implications:

100. There are no legal implications however the regular reporting of performance is part of the Council's approach to good governance.

Financial Implications:

101. This report is reporting on the delivery of performance against the Council priorities set out in the corporate plan. The Corporate Plan is reviewed and produced annually in line with the budget setting process and the budget is developed to deliver the Council's priorities. There are no direct financial implications of this report as the budget to deliver the priorities was approved by Full Council in February 2023.

Appendices:

[Appendix - Productivity Plan v2.docx](#)

Background papers:

None.

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

Term	Meaning
ALDP	Accelerated Land Disposal Programme
ASC	Adult Social Care
BAME	Black, Asian or Minority Ethnic
BHEAST	Bury Health Employment and Skills Team
BID	Business Improvement District
CLA	Children Looked After
CME & EHE	Children Missing Education & Elective Home Education
CPP	Child Protection Plan
CQC	Care Quality Commission
CVD	Cardiovascular Disease
DfE	Department for Education
DLUHC	Department for Levelling Up, Housing and Communities
DoLS	Deprivation of Liberty Safeguards
DSG	Dedicated Schools Grant
DWP	Department for Work and Pensions
EDI	Equality Diversity and Inclusion
EET	Education, Employment, or Training

EHCP	Education, Health and Care Plan
EHE/CME	Elective Home Education/Children Missing Education
FOI	Freedom of Information
H&S	Health & Safety
HSE	Health and Safety Executive
ICB	Integrated Care Board
IMC	Intermediate Care
JSNA	Joint Strategic Needs Assessment
KPI	Key Performance Indicator
MTFS	Medium Term Financial Strategy
NW	North West
PDR	Personal Development Review
PfE	Places for Everyone
PRU	Pupil Referral Unit
PSR	Public Service Reform
PSV	Project Safety Valve
SALT	Speech and Language Therapy
SEMH	Social Emotional and Mental Health
SENCO	Special Educational Needs Co-Ordinator
SEND	Special Educational Needs and Disabilities
SME	Small to Medium Enterprise
STH	Six Town Housing
TfGM	Transport for Greater Manchester
UKSPF	UK Shared Prosperity Fund
VCFA	Voluntary Community and Faith Alliance
VCSE	Voluntary, Community and Social Enterprise

Appendix 1:

Corporate Plan Objective	Measure	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24	Trend	Benchmark	
8	Average waiting time on housing register (all applications) (snapshot)	513	548	512	553	↑	TBC	Local
	Number of rough sleepers currently being supported	81	72	74	101	↑	35	Previous local target
2	The % of pupils attending a good or better Primary School in Bury	92.7%	90.9%	91.2%	92.6%	↑	93.7%	NW
	The % of pupils attending a good or better Secondary School in Bury	65.6%	65.7%	59.4%	59.2%	↓	74.8%	NW
	The % of pupils attending a good or better School in Bury	81.6%	80.6%	78.2%	78.8%	↑	86%	NW
4	Referral to treatment total waiting list entries	32158	31362	31790	31183	↓	Local Target under Review	
	Referral to treatment total number waiting in excess of 52 weeks	2601	2598	2299	1828	↓	Local Target under Review	

	IAPT waiting times % 6 weeks or less from referral	87.41%	94.64%	93.52%	94.1%	↑	75%	Previous local target
	Number of referrals to Adult Social Care (ASC)	1052	1340	1483	1642	↑	Local Target under Review	
	Proportion of completed Adult Social Care (ASC) annual reviews in a rolling 12 month period	55%	51.4%	51%	55%	↑	Local Target under Review	
6	% of council vehicles changed to lower emission versions	70%	76%	76%	98%	↑	100	Local
7	Number of customers with a One Account	12186	15425	18597	23601	↑	30,000	Local
Enablers	% of FOIs completed on time (Bury Council)	98%	99%	85%	85%	↔	100	Previous local target
	Number of SARs overdue (Bury Council)	14	12	17	22	↑	0	Previous local target
	Number of data breaches		36	23	35	↑	0	Local
	Average number of days to respond to councillor member queries (snapshot)	8.7	11.9	13.8	13.9	↑	10	Previous local target

Service	Measure	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24	Trend
BGI	Total planning applications received	206	208	197	177	↓
	% of planning decisions granted	88%	84%	86%	88%	↑
	Number of statutory homeless cases open on the last day of the month	724	845	767	745	↓
	Number of households in temporary accommodation on last day of the month	111	126	137	160	↑
	% of move ons from homelessness/threat of homelessness into permanent accommodation	49	44	36	35	↓
	NOMIS Claimant Count		4800	4920	5335	↑
	Annual housing completions boroughwide	180	160	280	210	↓
	Number of housing units completed in the borough which are affordable	20	32	145	80	↓
	% Housing completions on brownfield land boroughwide	62%	68%	88%	92%	↑
	% of Pupils in Bury Schools with an EHCP	5.1%	5.5%	5.7%		↑
	Number of Children in Bury Schools with an EHCP	1514	1594	1681		↑

Service	Measure	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24	Trend
	EHCP: Percent of Plans issued on time, compliance at 20 weeks	64	73	95	100	↑
	Refusal rate for new EHCP's	3.40	6.4	0	7.3	↑
	Rate of School Permanent Exclusions	0.14	N/A	0.09	0.37	↑
	Rate of School Fixed Term Exclusions	9.4	N/A	4.4	18.3	↑
	Elective Home Education (EHE)	256	247	273	286	↑
	Rate of CLA per 10,000 children (latest snapshot)	81	83	82	82	↔
	Rate of CPP per 10,000 children aged 0-17 (latest)	56	45	45	48	↑
	Rate of open CIN per 10,000 children aged 0-17 (latest)	262	237	237	297	↑
	Rate of referrals per 10,000 children aged 0-17 over the last 6 months	424	839	369	555	↑
	Re-referrals: children with a previous referral within 12 months of their latest referral (last 6 months)	33	26	19	31	↑
	Re-registrations for children who started on a CP plan (ever) (last 6 months)	38	38	6	16	↑

Service	Measure	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24	Trend
	Education, Employment, or Training (EET) of 16-17 year olds (%)	95.3%	94.1%	95.9%	96.1%	↑
	Education, Employment, or Training (EET) of 17-18 year olds (care leavers)	52%	43%	62%	54%	↓
	Education, Employment, or Training (EET) of 19-21 year olds (care leavers)	49%	46%	50%	42%	↓
	% of children defined as ready for school	69.9%	84.7%	81.5%		↓
CC	Number of births registered	404	396	418	345	↓
	Number of deaths registered	505	482	478	507	↑
	Contact centre – number of contacts received (Monthly average)	18470	17668	17027	18916	↑
	Sickness absence: average number of days lost per FTE per year (Bury Council)	13.67	14.07	14.68		↑
	% Staff turnover (Bury Council)	14.1%	12.47%	12.4%		↓
	Number of FOIs outstanding over timescale (Bury Council)	20	29	21	11	↓
	% annual PDRs completed in previous 12 months (Bury Council)	48.6%	53.2%	59.2%	58.4%	↓

Service	Measure	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24	Trend
	% of corporate complaints responded to within timescale (Bury Council)	80	64	53	59	↑
	Percentage of staff in scope who've completed mandatory training module: GDPR (in past 12 months)	80.4	78.4	91.3	91.2	↓
	Average number of days to respond to councillor member queries (snapshot)	8.70	11.90	13.80	13.90	↑
CC - Finance	% error rate - Payroll	99.17	99.21	99.07	99.15	↑
	% of invoices paid within 30 days (Council)	99.45	98.46	99.36	99.42	↑
	% Council Tax collected	26.33	52.44	78.53	95.25	↑
	% Business rates collected	23.97	51.63	78.41	93.88	↑
	% of sundry debt collected within 30 days	32.86%	20.74	37.25	36.00	↓
	Total debt outstanding (customer accounts) after 30 days	£17,232,397	£17,356,467	£ 19,005,586	£19,203,881	↑
	Days taken to process benefits - new claims	35.08	33.11	37.89	32.65	↓
	Days taken to process benefits change in circumstances	4.42	4.6	5.05	4.22	↓

Service	Measure	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24	Trend
H&AC	Referral to treatment total number waiting in excess of 52 weeks	2601	2598	2299	1828	↓
	Patients in Fairfield General Hospital with No Right to Reside on the last day of the month	76	61	86	86	↔
	IMC (Killelea) Bed Occupancy (%)	93	89	86	91	↑
	Residential and Nursing Care Bed Occupancy (%)	83	85	84	84	↔
	Open safeguarding enquiries	759	729	640	663	↑
	The percentage of adult social care providers rated good or outstanding by CQC	83	83	84	84	↔
	Percentage of 10/11-year olds who are a healthy weight	57.6%	60.4%	59.1%		↓
	% of physically active adults	63.60%	70.06%	69.20%		↓
	% of physically active children and young people	39.30%	38.10%	47.10%	47.3%	↑
Ops	Number of air quality monitoring stations breaching nitrogen dioxide targets	6	0	1	1	↔
	Total CO2 emissions produced within the borough		857.8	764.7	878.1	↑

Service	Measure	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24	Trend
	Total CO2 emissions resulting from Council operations (tCO2e)	15650	13715	11007	9282.39	↓
	Number of EV Charge Points	29	28	27	45	↑
	% of street lighting converted to LED	68.05%	69%			↑
	Waste collection (tonnes)	15,913.91	15281.5	12820.32	13,837.28	↑
	Waste collection: grey bins (tonnes)	6,888.35	6836.98	6761.58	7,006.92	↑
	Waste collection: blue bins (tonnes)	2,304	2197.46	2033.9	2357.54	↑
	Waste collection: green bins (tonnes)	1,539.34	1559.54	1046.5	1690.26	↑
	Number of missed bin collections per 100,000	107	124	113	115	↑
	Proportion of household waste recycled	56.7	57.22	49.3	49.3	↔
	The amount (tonnes) of residual household waste per household	89.02	87.68	86.81		↓
	Waste collection (tonnes) from street cleaning	904.76	643.22	877.42	805.32	↓

Service	Measure	Q1 2023/24	Q2 2023/24	Q3 2023/24	Q4 2023/24	Trend
	Number of Fixed Penalty Notices (FPNs) issued for littering		6	8	5	↓
	Number of Fixed Penalty Notices (FPNs) issued for fly tipping		9	3	3	↔
	Number of ongoing prosecutions for fly tipping		8	5	3	↓
	Number of new unauthorised traveller encampments on public land		0	0	0	↔
	Number of council buildings with carbon reduction measures introduced		7	7	7	↔
	Average time taken to repair street lighting	17.7	7.56	11.2	14.7	↑

Appendix 2 – Productivity Plan

Productivity Plan

July 2024

Transformation

How you have transformed the way you design and deliver services to make better use of resources.

In 2020 we launched our aspirational and ambitious LET'S Do It! Community Strategy, setting out a vision for the borough through to 2030: **to stand out as a place that is achieving faster economic growth than the national average, with lower than national average levels of deprivation.**

Since then, the Team Bury Partnership have worked together to transform our collective response to public service reform and to increase our focus on the seven high level outcomes committed to. Within the Council, this commitment is being realised through the delivery of our Corporate Plan and its constituent parts, one of which is our Transformation Strategy which was established in 2021/22 to deliver:

- Improved ways of working to facilitate the Council's contribution to the delivery of the borough's strategy, LET'S Do It! and the Council's Corporate Plan
- Savings of £4.937m by 2023/24 to support the delivery of the Council's Medium Term Financial Strategy.

Achieving these objectives has been delivered through three programmes of work: LET'S Do It! Once, Well and Flexibly. In parallel a new digital strategy has been developed to enable transformation through:

- Promotion of a digital first approach to engagement
- Providing a high-quality digital workplace to underpin agile working
- Creating improved access to business intelligence
- Supporting collaboration between colleagues, partners and wider stakeholders

The Council has had a long-established Change Agent Network which plays an active role in improving systems and processes and they have taken on a key role in the Council's Transformation Programme. Through supporting the introduction of Office 365 our Change Agents have become Digital Champions with over a hundred members of staff supporting their peers to work more productively and to use the new tools with more confidence. This has allowed us to introduce a new e-mail retention policy and improved our information governance.

The legacy of the transformation programme mentioned above is being used to further improve Council services. For example, the LET'S Do It ... Well! programme invested in our HR System, iTrent, allowing more self-service options for our managers and employees, reducing demand on business admin staff. Likewise LET'S Do It ... Once! has seen the introduction of a new website for the Council which provides a more modern platform and user-friendly templates to put more of our services online. The ability to modernise our online presence is now being taken forward by other services such as Leisure and Registrars. In the context of the need to deliver £30m in savings over the coming three years (as set out in the MTFP agreed in February 2024) the Council is progressing an ambitious plan of transformation to drive financial saving in tandem with creating the conditions and culture to deliver on the LET'S Do It! Vision for Bury. This plan is being driven across three strands of action:

1. **Growth:** Continuing to develop the Place through strategic regeneration and increased revenue opportunities and collection to ensure a long-term sustainable future for the Council and the borough
2. **Strategic Finance:** Strengthening the way we use our money and our financial planning, management and modelling approach to deliver efficiencies and opportunities
3. **Organisation:** Remodelling the way the organisation works to identify and deliver efficiencies through:
 - The clear and transparent application of best practice organisational design principles and benchmarking against sector and industry specific standards
 - A focus on removing any remaining duplication across functions, non value added activity and exploring options to share services with others
 - A programme to identify and exploit any and all efficiencies through digital innovation and streamlining our systems, policies, processes and governance.

As set out above the Council needs to deliver £30m in savings over this three year budget cycle. We are currently using capital funding to progress our Future Estates Programme. This programme aims to deliver improvements and efficiencies across our whole estate. A key project to note is the identification and implementation of opportunities for new housing on our existing Estates whilst delivering improvements to the environment for existing residents.

Bury utilises a neighbourhood working model which looks at tailored early intervention and prevention methods at a local granular level. This is part of the wider Greater Manchester Public Service Reform work. In particular it sets out how we will transform the way in which we organise ourselves for case management through Neighbourhood-focused practitioner networks, and the way we engage people & communities in a place embedding the LET's principles. To drive LETS at place we've established Public Service Leadership Teams in each of Bury's five neighbourhood footprints. PSLTs are place-based individuals leading the delivery of activity at a neighbourhood level from across each pillar of our neighbourhood model, providing system leadership.

In addition to neighbourhood working and wider public sector reform as described above, the LET'S strategy has also led to the development of our LET'S Fix It ... Together campaign, which calls for the national Fair Funding Review to undertaken as quickly as possible in order to acknowledge the unprecedented demands on local authorities budgets such as inflation, increased social care costs and the need to support vulnerable residents with the cost-of-living crisis. This campaign has been timed in conjunction with the Local Government Association's input into the Autumn Statement process and is twofold. Whilst asking for fair funding, it also promotes all of the work the Council and our communities are doing to come together to protect services for those who need them and use of collective strengths to help people to help themselves. This further reinforces our community engagement and partnership work where we look to support our communities to build on their strengths and create sustainability in this sector.



Technology

How you plan to take advantage of technology and make better use of data to improve decision making, service design and use of resources

Bury Council shares data with other organisations through our local Supporting Families Programme across Greater Manchester. This provides us with a holistic view of children and families and their interventions to help improve outcomes. There is an upcoming project in Greater Manchester looking at Community Safety Partnership data sharing with a similar aim which we will be participating in. The Council shares intelligence locally within the Neighbourhood Public Sector Leadership Teams and used this to target services appropriately. Presently it is identifying partnership opportunities with other LAs to data share in order to produce efficiencies and reduce duplication across the sector e.g. reports from Liquid Logic, social care records system.

The Council aims to enhance their decision making by using technologies including Microsoft Intelligent Data Platform, Power BI, Logic Apps and AI. Improving data quality through leveraging pipelines and ETL (Extract, Transform and Load), while providing a single source of the truth, enabling us to make data driven decisions with confidence. This will then allow the Council to start exploring how to connect the data to gain a better understanding of our citizens and provide powerful insights into their needs.

Reduce

Your plans to reduce wasteful spend within your organisation and systems.

Bury Council's STAR Chamber reviews all the spend and sets budget for the financial years, agreeing the growth requirements and budget assumptions for the MTFP. This is a line-by-line review on all expenditure and staff establishments to assure all public money is not wasted and the Council is delivering a standard of service in relation to the resources available. Analysing performance against roles to identify issues in capacity, assessing value for money from staff investment.

Executive Deliver Board reviews the savings delivery for the Council and provides support in identifying one off or replacement savings where targets are undeliverable within the year and across the MTFP. Savings monitored throughout Executive Delivery Board and ongoing STAR Chamber reviews until budget is agreed as part of the constitutional budget setting process. The MTFP is reviewed quarterly and presented at the STAR Chamber meetings and Strategic Leadership Group and executive meetings.

The Council requests business cases for all investments, capital and revenue and a robust review is carried out to identify the savings deliverable over the medium term and improved outcomes and efficiencies. Invested in FAP, agreed funding for us to employ revenue staff to reduce empty buildings, reducing revenue costs.

Implementing the IT/Digital strategy will reduce costs across the organisation. Investing to save in children's services to reduce demand on other services and review services in place to ensure spend is appropriate for desired outcomes.

The Council is committed to equality, diversity, and inclusion as a core theme of our LET'S Do It Strategy and an essential component in delivering truly inclusive growth. We employ an Equality, Diversity and Inclusion Manager who works jointly across the Council and the NHS in Bury to lead on this agenda and ensure we are fulfilling our statutory equality obligations. Our central budget for EDI activity across the Council (excluding the one post employed in this area) is £1,500. All staff are expected to undertake equality training on joining the Council and refresh every three years. In partnership with our community groups the Council also provide specialist training and support to managers and those services who work directly with different areas of our community.

As with all public sector bodies, the Council has a set of equality objectives, agreed formally by Members. Updates on progress with these objectives are provided regularly through our Inclusion Working Group and via the Cabinet portfolio holder. The council conduct analysis and monitoring as per our obligations under the Public Sector Equality Duty. Inclusion is also monitored through our bi-annual staff Pulse Survey. We use benchmarking and frameworks to assess the effectiveness of our EDI work.

Bury is a member of the GM Good Employment Charter which requires us to evidence how we apply EDI to recruitment and the employee lifecycle. This is an annual requirement which allows us to monitor progress year on year. We are clear that, through being an inclusive employer, and recognising the individual identities

and needs of those across our workforce we are both supporting and getting the best out of our people.

All agency and consultancy activity across the Council is subject to a robust internal approval process and, to ensure transparency and be clear on outcomes, information is shared with both Members and the Councils Trade Unions through the Corporate Joint Consultative Committee (JCC). In 23/24 we spend approximately 8% of our pay bill on agency staff. The Council engages the overwhelming majority of agency staff through a managed service provider contract which is a joint arrangement across Greater Manchester. This arrangement supports significant efficiencies through economies of scale across the Conurbation and, given the scale, dedicated contract management support is in place to ensure the quality of service and address any issues.

The Council has invested time and resource in understanding how our demand and savings proposals relate to opportunities for transformation in high spend areas such as social care for children and adults. In addition, we are prioritising other activity such as estates rationalisation, investing in more energy efficient operations and ensuring we maximise income where appropriate from fees, charges and other income sources.

Analysis of data within a recent report from the Institute of Fiscal Studies has highlighted that Bury Council is in the bottom 20% worst-funded councils, ranking 122 out of 150 upper-tier English local authorities in terms of money to spend per resident. This, combined with calculations which show that the Council's annual real term core spending power has been reduced by 29% since 2010/11 provides the context for the difficult decisions that need to be taken in agreeing our next budget.

The Council spent 0.13% of its pay bill on Trade Union facilities time in 23/24

Barriers

The barriers preventing progress that the Government can help to reduce or remove.

Broadly speaking the key barriers impacting on the Council's ability to improve productivity are similar to those seen by most local authorities:

- 1) **A lack of funding to deliver improvements** – The need to utilise all available funding (including reserves) to ensure the delivery of statutory services and address quality challenges in key areas identifies through external regulation (principally children's social care) means there is limited money available to invest in service improvement or developmental activity
- 2) **Increasing demand** – The increasing volume and complexity of demand means more resources need to be focused on responsive and targeted activity as opposed to universal and preventative services
- 3) **Increasing regulatory framework** – The Council now faces regulation from a range of bodies which have complex, and sometime competing demands. This includes Ofsted (both ILACS and SEND), the CQC for Adult Social Care and the Regulator of Social Housing.
- 4) **Recruitment challenges** – The crowing challenge of recruiting staff into key roles

We are working hard both within this context and to address these through innovation, collaboration and transformation as set out above.

Monitoring of Productivity Plan

Bury Council's corporate plan monitoring and reporting reflects on a suite of key performance indicators, including those that represent the rates at which work is completed efficiently or to the standard expected. This process not only provides assurance about the delivery of our corporate plan but also reporting on business-as-usual departmental delivery. This is where most of the productivity plan monitoring will be found. Delivery against the Corporate Plan is monitored through monthly reporting by Executive Directors to their Cabinet Member and Chief Executive. Formal reports are presented on a quarterly basis to Cabinet with additional analysis via our Overview and Scrutiny Committee.

Productivity Plan

July 2024

Our Vision

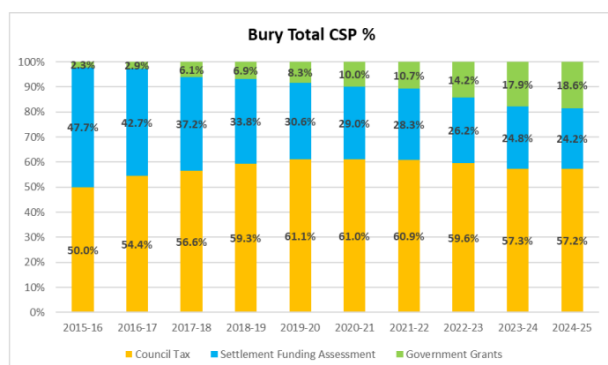
In 2020 the aspirational and ambitious LET'S Do It! Community Strategy for Bury was launched, setting out a vision for the borough through to 2030: **to stand out as a place that is achieving faster economic growth than the national average, with lower than national average levels of deprivation.** Since then, both Bury Council and the wider Team Bury Partnership have worked together to transform the collective response to public service reform and to increase focus on the seven high level outcomes committed to within the Strategy. There is now a much stronger “golden thread” that binds the collective endeavour across the partnership.

Bury is nearly three years into this decade of reform and good progress has been made. The contribution to LET'S by the Council are managed each year through a Corporate Plan which sets out the delivery and activity. For the last three years a framework of the “3Rs” within the Corporate Plan has been used to direct activity: Response; Recovery and Renewal to show that LET's Do It! did not mean “*Let's do everything*”. More recently the priorities within the Corporate Plan have been reviewed to ensure that activity is focused on the right things – to ensure productivity and efficiency – those priorities are: Sustainable Inclusive Growth, Improving Childrens Lives and Tackling Inequalities.

Financial Context

In February 2024, the latest budget statement described the wider challenging and uncertain national and local financial context in which Bury are operating. Despite recent reductions in the rate of inflation the Council is still addressing the impact of 11% inflation which has introduced circa £11m of cost pressure since 2022. In addition this has been exacerbated by ongoing increases in demand across all statutory services including social care for adults and children, special educational needs and support services, social housing and homelessness duties. Collectively these have presented a 17% demand increase on the council's budget against an income increase of 7%. Of this 7%, 57% is attributable to Council Tax. For Bury, these pressures come on top of systemic underfunding as demonstrated by the 2023 study by the Institute of Fiscal Studies which highlighted Bury Council's position in the bottom 20% worst funded councils. Real term core spending power has been reduced by 29% since 2010/11.

The diagrams below show the change in Core Spending Power for Bury since 2015-16 and the increasing reliance on Council Tax income streams. They also show the percentage increase in demand across a range of our services that have been delivered during this period of reduced funding this includes the impact of increasing population, particularly older people which increases demand on our range of services for adults over 65.



Measure	First Date Period	Last Date Period	% Demand Increase
Number of Looked After Children	2014	2023	13%
Referrals to Children's Social Services	2015	2023	24%
Housing Waiting List	2015/16	2023/24	26%
Requests for EHCPs	2014	2023	297%
Total EHCPs or Statements	2014	2023	85%
Numbers of 2 year funded children	2014	2023	36%
Waste collection (tonnes) from street cleaning	2021	2023	24%
Number of potholes repaired	2021	2022	23%
Population aged 65+	2015	2022	7%
Funded Children - 30 Hours childcare	2017/18	2023/24	25%

In terms of the stability of the workforce to deliver services – the overall size has remained relatively stable with a 23 FTE increase between April 2022 and April 2024 – however this masks a notable change in the shape of the workforce with a 92 FTE increase in workforce across the social care departments, a 34 FTE decrease in Operations and a 74 FTE decrease across corporate functions. However sickness absence, whilst reduced over the past year remains above the sector average which may impact the ability to deliver.

Transformation

In 2021/22 the Transformation Strategy was established to deliver:

- Improved ways of working to facilitate the Council's contribution to the delivery of the borough's strategy, LET'S Do It! and the Council's Corporate Plan
- Delivery of savings to support the Council's Medium Term Financial Strategy.

The objectives were delivered through three programmes of work: LET'S Do It! ... Once, Well and Flexibly and in parallel a new digital strategy was developed to enable further transformation and efficiency. The Council has continued to set the tone for continuous improvement across the organisation. This has been in the form of rounds of service reviews, departmental restructures and improvement support through LGA peer reviews. The Council's Corporate Peer Challenge was undertaken in November / December 2023 and recognised the work undertaken to continue the transformation of the Council and realise efficiencies over recent years. It proposed that Bury build on this by:

- Establishing a corporate transformation plan, approach, resource and culture to support delivery of the MTFP
- Further developing finance, HR and IT – including their role and the relationships they require. These services are key to enabling the delivery of the council's transformation needs.

In the context of the need to deliver £30M in savings over the coming three years (as set out in the MTFP agreed in February 2024) the Council is progressing an

ambitious plan of transformation to drive financial saving in tandem with creating the conditions and culture to deliver on the LET'S Do It! Vision for Bury.

Expenditure

Bury Council's STAR Chamber reviews all the spend and sets budget for the financial years, agreeing the growth requirements and budget assumptions for the MTFP. This is a line-by-line review on all expenditure and staff establishments to assure all public money is not wasted and the Council is delivering a standard of service in relation to the resources available. Analysing performance against roles to identify issues in capacity, assessing value for money from staff investment.

Executive Delivery Board reviews the savings delivery for the Council and provides support in identifying one off or replacement savings where targets are undeliverable within the year and across the MTFP. Savings monitored throughout Executive Delivery Board and ongoing STAR Chamber reviews until budget is agreed as part of the constitutional budget setting process. The MTFP is reviewed quarterly and presented at the STAR Chamber meetings and Strategic Leadership Group and executive meetings.

In terms of engaging capacity to deliver any requirements for agency or consultancy activity across the Council is subject to a robust internal approval process and, to ensure transparency and be clear on outcomes, information is shared with both Members and the Councils Trade Unions through the Corporate Joint Consultative Committee (JCC). The Council engages the overwhelming majority of agency staff through a managed service provider contract which is a joint arrangement across Greater Manchester. This arrangement supports significant efficiencies through economies of scale across the Conurbation and, given the scale, dedicated contract management support is in place to ensure the quality of service and address any issues.

We have strengthened our Senior Leadership Group where the Executive and their direct reports meet on a monthly basis to discuss key issues and monitor the delivery of the Corporate Plan through a rotating agenda which focuses on Workforce, Budget, Performance. This is also where shared "wicked issues" are discussed and owned. Beneath this is a much larger Senior Management Forum consisting of staff who report directly into SLG. This group meets regularly and has been used as a key information sharing group, but also as an opportunity to deliver consistent messaging and training around corporate activities such as our new Procurement Regulations, the importance of Risk Management and improving report writing standards for our committees. We also discuss key leadership themes such as inclusion health and safety and our commitment to corporate parenting.

The Council has invested time and resource in understanding our demand and savings proposals relate to opportunities for transformation in high spend areas such as social care for children and adults. In addition, we are prioritising other activity such as estates rationalisation, investing in more energy efficient operations and ensuring we maximise income where appropriate from fees, charges and other income sources.

Monitoring Performance and Productivity

The Corporate Plan and LET'S monitoring mechanisms show that despite the challenging financial environment that delivery and productivity continue despite increasing demand and reducing funding. The suite of KPIs within the Corporate Plan reporting process continue to demonstrate the delivery of key activities. Reports are taken to Cabinet on a quarterly basis which both provide analysis of delivery of key milestones set out in the plan at the beginning of the year and the performance of associated KPIs.

The Corporate plan monitoring and reporting reflects on a suite of KPIs, including those that represent the rates at which work is completed efficiently or to the standard expected. This process not only provides assurance about the delivery of our corporate plan but also reporting on business as usual departmental delivery. This is where most of the productivity monitoring will be found.

Delivery against the Corporate Plan is monitored through monthly reporting by Executive Directors to their Cabinet Member and Chief Executive. Formal reports are presented on a quarterly basis to Cabinet with additional analysis via the Performance and Finance Sub-Group of our Overview and Scrutiny Committee

To avoid any additional burden that may impact on our productivity, this mechanism will be used to publicly monitor our productivity as per the requirements set down by the Department for Levelling Up, Housing and Community. (DLUHC)



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

Report to:	Cabinet	16 th July 24
Subject:	Star Academy Radcliffe – Capital costs – Part A	
Report of	Deputy Leader and Cabinet Member for Children and Young People	

1.0 Summary

- 1.1 On the 15th March 2023 (CA.147) Cabinet approved the funding of indicative costs to meet the Council's financial obligations in relation to delivery by the Department for Education (DfE) of the project to construct the new secondary school in Radcliffe.
- 1.2 The DfE has now received confirmed contract costs for the project, including the access road and junction works, the costs of which fall to the Council.
- 1.3 Cabinet is requested to approve revised funding arrangements in respect of its financial obligations.

2.0 Recommendation(s)

That Cabinet:

Approve the funding of capital costs as set out in Part B of this report,

Agree that the cost of the CYCLOPS junction and active travel elements met from the Council's Capital Programme

Reasons for recommendation(s)

To enable confirmation of the Council's commitment to meet its financial obligations enabling the scheme to construct the new school to progress.

Alternative options considered and rejected

Confirmation of the Council's commitment to meet its financial obligations are essential to enable delivery of the project to construct the new school.

Report Author and Contact Details:

Name: Paul Cooke

Position: Strategic Lead (Education)

Department: Children's Services

E-mail: p.cooke@bury.gov.uk

3.0 Background

- 3.1 Cabinet has received several reports in recent years in respect of the process and arrangements that will lead to the establishment of the new secondary school in Radcliffe (Star Academy).
- 3.1 On the 15th March 2023 (CA.147) Cabinet approved the funding of indicative costs to meet the Council's financial obligations in relation to delivery of the project, to be met from the Children's Services schools capital programme; capital receipts/borrowing; and the Greater Manchester City Region Sustainable Transport Settlement.
- 3.2 These financial obligations relate to the construction of a new access road; construction of the related junction from the access road to Spring Lane (CYCLOPS); Site clearance & construction of all-weather pitch; and a contribution to the cost of provision of modular accommodation.
- 3.3 The report set out any conditions relating to each item, and the manner in which they would be funded.
- 3.4 The construction of the new access road to be funded from the Children's Services capital programme; the construction of the CYCLOPS junction and active travel elements to be funded from the GM City Region Sustainable Transport Settlement; the contribution towards the modular accommodation to be funded from capital receipts or borrowing but at a capped cost; and the site clearance and construction of all-weather pitch to be funded from the Children's Services capital programme, but only in the event that the Council failed to provide the DfE with vacant possession of the Spring Lane site by 1st March 2024.
- 3.5 Indicative costs for each item were set out in the report, with the exception of the CYCLOPS junction, with details to be confirmed.
- 3.6 Vacant possession of the Spring Lane site was achieved by the 1st March 2024 and so the costs relating to that item will no longer fall to the Council.
- 3.7 In respect of modular accommodation, whilst the costs in relation to the provision of this has increased significantly, the Council's capital costs were capped at the outset, and there is no additional impact on the Council. The modular accommodation has been procured by the DfE with the units being delivered to site from late June, ready for occupation in September 2024.

- 3.8 The DfE has now received confirmed contract costs for delivery of the substantive project to construct the permanent school building and associated infra-structure.
- 3.9 The DfE is seeing significant inflationary pressures on the costs to deliver the project which is a matter for it to manage, but there are also cost pressures in relation to the access road, and the detailed design and costs are now known in respect of the CYCLOPS junction and active travel, for which the Council is responsible.
- 3.10 Given the significant change from the indicative costs for which Cabinet gave approval at its meeting on 15th March 2023, Cabinet is now asked to approve revised funding arrangements, to reflect the increased capital costs for the access road, and to make financial provision in respect of the CYCLOPS junction and active travel elements, the funding of which will ultimately be met from the GM City Region Sustainable Transport Settlement.
- 3.11 DfE require confirmation that the Council will meet its financial obligations and any delay on the part of the Council in confirming its commitment could impact on the timescale for delivery of the new school building.
- 3.12 DfE has only now been able to confirm the costs in relation to the delivery of the CYCLOPS junction that connects the new access road to Spring Lane. It is proposed to fund the works in relation to the CYCLOPS junction and active travel through the GM CRSTS grant, and the specific allocation within this programme for active travel schemes in Radcliffe.
- 3.13 A new link road will be constructed to provide access to the school from Radcliffe. This new link road will connect to the existing highway network at Spring Lane and will incorporate active travel details. The Spring Lane junction will take the form of a CYCLOPS (cycle optimised protected signals), the main features of which are segregated cycle facilities and improved pedestrian crossings. Pedestrian and cycle facilities will also be provided between the Spring Lane junction and the new school. These have been designed to meet current standards including LTN 1/20, the Department for Transport's guidance on designing for pedestrians and cyclists, and Greater Manchester's Streets for All Design Guide.
- 3.14 The CYCLOPS junction is part of a wider plan to create a network of active travel routes in and around Radcliffe that will connect to existing facilities and proposed new developments, including the new secondary school on Spring Lane, the new Civic Hub in the town centre, and the new housing development at the site of the former East Lancashire Paper Mill. It will also connect to the Radcliffe Metrolink Stop, where funding has been secured from the Government's Active Travel Fund to build a new ramp for pedestrians and cyclists and a crossing on Church Street West. The new cycle and pedestrian facilities planned as part of the school development will also connect to existing high quality cycling and walking routes in the area such as National Cycle Network Route 6 and the Manchester, Bolton and Bury Canal towpath.

- 3.15 The Radcliffe active travel network is part of an ambitious plan to create a joined-up network of safe and attractive walking, wheeling and cycling routes connecting all communities across Greater Manchester, the Bee Active Network. The Radcliffe part of the Bee Active Network is being delivered in stages by Bury Council as and when funding is available.
- 3.16 Greater Manchester has secured over £1 billion of funding to invest in the transport network across the conurbation through the Government's City Region Sustainable Transport Settlement (CRSTS). The CRSTS programme awards £9 million of this funding to deliver better walking, wheeling and cycling facilities in and around Radcliffe town centre. The CYCLOPS junction and active travel links to the new secondary school are part of the Radcliffe CRSTS proposals. Access to this CRSTS funding is subject to a GM governance and assurance process, which is administered by Transport for Greater Manchester (TfGM), with final approval to release funding resting with the Greater Manchester Bee Network Committee.
- 3.17 The Council has already secured approval of a Strategic Outline Business Case (SOBC) for the full Radcliffe CRSTS scheme, including the Spring Lane junction. A phased approach is now being taken to bring the Radcliffe CRSTS scheme forward in packages, with the Spring Lane junction prioritised for development to align as far as possible with the delivery programme for the school. The Spring Lane CYCLOPS and associated active travel links to the school will be the first element of the Radcliffe CRSTS scheme to be submitted for full business case (FBC) approval. A detailed design and cost plan has been prepared for Spring Lane and an FBC is now being prepared. We are currently on programme to submit this FBC to TfGM for review and approval by mid-August and are targeting the October GM Bee Network Committee (BNC) for the final approval needed to release funding for delivery of the Spring Lane element. The timeframe for the review and approval process does not allow us to target an earlier date.
- 3.18 The Council is doing all it can to accelerate the FBC process and align it with construction of the school, but despite this the Council will initially need to progress the work at risk. Once CRSTS funding is approved, grant claims can then be made quarterly in arrears so a first claim could be made in January 2025 for costs incurred up to the end of December 2024. The requirement for the Council to incur expenditure in advance of receiving grant from GMCA applies to other transport schemes for which Bury Council has secured CRSTS funding.
- 3.19 In order to provide the DfE with the necessary confirmation that the Council will meet its financial obligations in advance of the Council securing the approval from TfGM, it is proposed that the Council makes provision within its capital programme to underwrite the cost of the junction, on the basis of a business case being submitted to TfGM for the funding of the junction works.
- 3.20 The confirmed capital costs are set out in Part B of this report.

Links with the Corporate Priorities:

The provision of the new school will support key ambitions of the Let's do it strategy:

- A better future for the children of the borough
- A better quality of life

The community of Radcliffe faces key challenges:

- The percentage of Radcliffe young people achieving five good GCSE's is below that for Bury as a whole.
- A greater proportion of Radcliffe residents are in poor health or with limiting long term illness than for the population of Bury as a whole, and more Radcliffe children at age 4 and 10 have excess weight compared to the same borough-wide cohort, a trend that continues on into adulthood.
- Unemployment, including long term unemployment is greater for Radcliffe residents than for Bury residents as a whole.
- A greater proportion of Radcliffe residents live within one of the most 20% deprived areas nationally, when compared with all Bury residents.
- 36% of the Radcliffe resident secondary age cohort travel over 2½ miles to access a secondary school place. This compares with 18% of the total Bury resident secondary age cohort travelling over the same distance.
- A high number of extra district pupils, resident in neighbouring local authority areas, have historically applied for and secured places in a Bury school. For the Radcliffe resident secondary age cohort this trend is reversed with 18% travelling outside the borough.

The provision of a high quality secondary school located to serve the community of Radcliffe will have a positive impact on these measures.

Equality Impact and Considerations:

Section 9 of the Academies Act 2010, and section 149 of the Equality Act 2010 require the local authority to assess the potential impact of any new school on existing educational provision. Also impact on any groups with protected characteristics.

The provision of a new school to serve Radcliffe is necessary as the scale of quantifiable local housing and population growth is expected to generate more pupils than could be accommodated through expansion of other nearby schools, and a new school central to a key community is an important strategic driver in the development and sustainability of Radcliffe.

Given the high level of localized housing development in the immediate area of Radcliffe, the impact of the proposed new school on other schools is unlikely to be significant in the medium to long term. In the short term, it is acknowledged that there may be some turbulence in pupil numbers at local schools as patterns of parental preference shift in response to the new provision. However, it is not considered that this would be sufficient to threaten the viability of any existing schools.

The local authority will seek to mitigate this by requiring the sponsor to manage the growth of the school in such a way as to minimize the impact on existing schools, and to work in partnership with other schools to mitigate impact.

Further, by establishing the school initially as 4fe, and only expanding the school to 7fe if required by local population growth, any negative impact will be minimized.

The new school is not expected to have an adverse impact on any group with protected characteristics.

The new school will help to minimize travel distances to school and increase parental choice.

Environmental Impact and Considerations:

The Department for Education is responsible for the design and delivery of the project and is committed to lowering the carbon footprint of new schools, both during construction and during the lifetime of the building

Assessment and Mitigation of Risk:

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

--	--

Legal Implications:

This report provides Cabinet with an update in relation to the funding arrangements for this project following earlier reports received in November 2021, September 2022 and March 2023.

Members are asked to approve that this is funded from capital resources. A business case will be brought forward for CTRS funding which will b

Financial Implications:

To be completed by the Council’s Section 151 Officer.

The access road, capital cost is contained within the existing DfE funding allocations, approved at February 2024 Budget Council.

The cyclops junction, capital cost is to be funded from the Radcliffe Streets-for-All CRSTS scheme and currently contained within the existing Highways GMCA funding allocations approved at February 2024 Budget Council, pending successful approval of the Full Business Case of the scheme by TfGM.

However, should the Full Business Case submission be unsuccessful then alternative funding source(s) for the scheme will need to be identified and a further report for approval will be required.

Appendices:

Please list any appended documents.

Background papers:

Please list any background documents to this report and include a hyperlink where possible.

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

Term	Meaning

This page is intentionally left blank



Classification: Open	Decision Type: Non-Key
--------------------------------	----------------------------------

Report to:	Cabinet	Date: 16 July 2024
Subject:	Finance Update Report	
Report of	Cabinet Member for Finance and Transformation	

Summary

1. To present to members the 2023/24 revenue outturn position.
2. To present to members the updated Medium-Term Financial Forecast (MTFF) position for 2024/25 to 2026/27, to include the following items:
 - Bury £1.701m share of the additional £500m added to the Social Care Grant to bolster social care budgets and £22k increase in the Services Grant, announced in the final 2024/25 Local Government Finance Settlement.
 - £444k full year effect of increasing fees and charges following a further review of our charges.
3. To present to members the updated Net Budget for 2024/25.
4. To inform members of the final reserves position as at 31 March 2024.
5. To present to members the 2023/24 capital outturn position and request approval to move the slippage into 2024/25.
6. To present an update to members on the Finance Improvement Plan
7. To set out the work plan to close the budget gap, to be reported at September Cabinet in the MTFF refresh.

Recommendation(s)

8. Cabinet is asked to:
 - Note the 2023/24 revenue outturn position of a £6.607m overspend (3.47%) against a net budget of £190.274m.
 - Approve the updates to the Medium-Term Financial Forecast (MTFF) for the additional £1.701m Social Care Grant, £22k increase in the Services Grant and an increase to the fees and charges as set in section 21 and Appendix A totalling £444k.

- Note the updated budget gap of £27.918m, a reduction of £2.167m on the £30.085m budget gap reported at the Budget Council Meeting in February 2024.
- Note the updated Net Revenue Budget of £224.480m and £1.982m reduction in the use of reserves, from £15.131m to £13.149m.
- Note the General Fund and Earmarked Reserves balance at 31 March 2024 of £104.389m.
- Note the overall 2023/24 capital programme outturn position of £52.944m, 70% compared to the overall 2023/24 capital programme budget of £75.475m.
- Approve the in-year capital slippage of £23.419m is transferred into 2024/25.
- Note the Finance Improvement Plan update.
- Note the work plan to close the £27.918m budget gap.

9. Council is asked to:

- Approve the increase to the fees and charges as set in section 21 and Appendix 1 totalling £444k.
- Note the updated Net Revenue Budget of £224.480m and £1.982m reduction in the use of reserves, from £15.131m to £13.149m.

Reasons for recommendation(s)

10. To note the final financial position for 2023/24 subject to external audit.
11. To update members on the Councils budgetary position and set out the work plan to close the budget gap.

Alternative options considered and rejected

12. Not increase fees and charges.

Report Author and Contact Details:

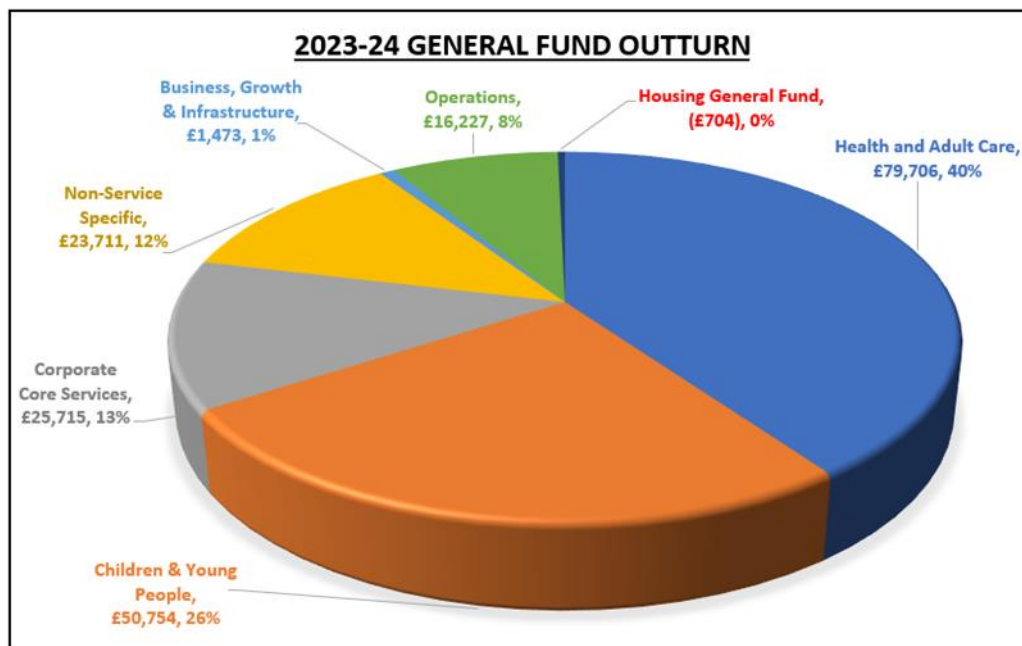
Name: Neil Kissock
Position: Director of Finance
Department: Corporate Core Department
E-mail: N.Kissock@bury.gov.uk

Background

2023/24 Revenue Outturn

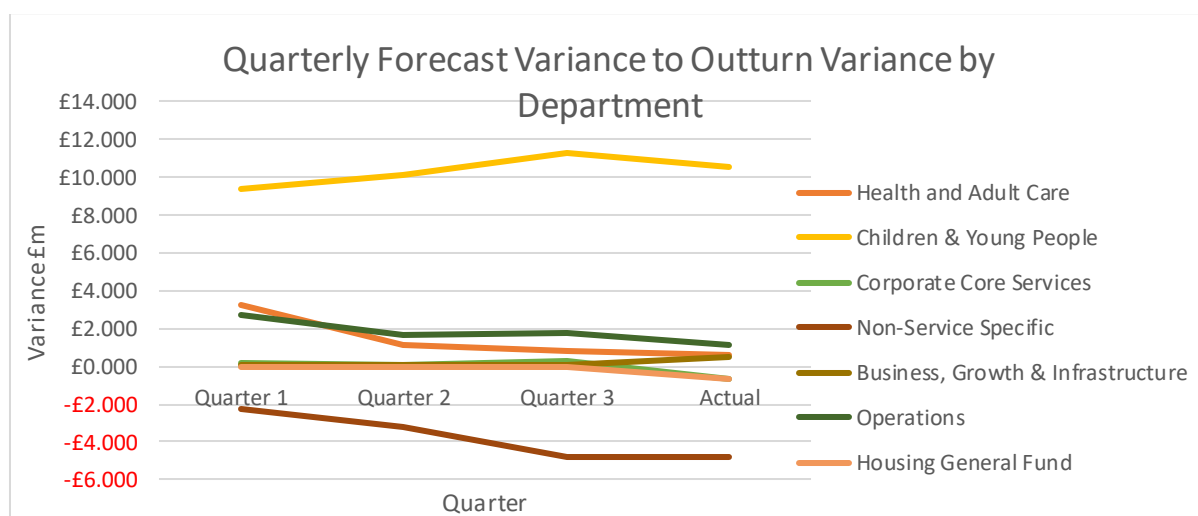
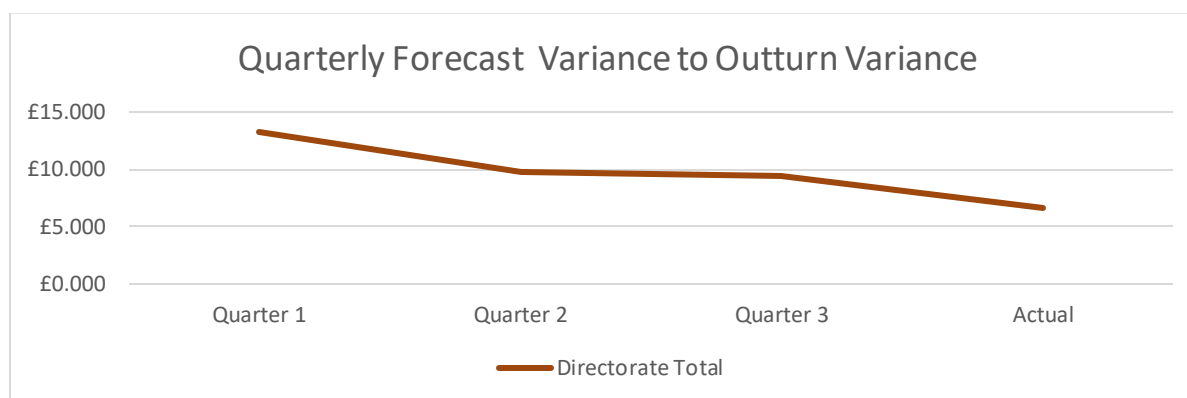
13. The 2023/24 general fund revenue outturn position was an overspend of £6.607m (subject to audit) which represents a variance of 3.47% compared to the overall revenue budget of £190.274m.

2023-24 Revenue Outturn	Revised Budget £m	Actual £m	Actual to Budget Variance £m
Health and Adult Care	£79.135	£79.706	£0.571
Children & Young People	£40.249	£50.754	£10.505
Corporate Core Services	£26.364	£25.715	(£0.649)
Non-Service Specific	£28.495	£23.711	(£4.784)
Business, Growth & Infrastructure	£1.009	£1.473	£0.464
Operations	£15.101	£16.227	£1.125
Housing General Fund	(£0.079)	(£0.704)	(£0.625)
Directorate Total	£190.274	£196.881	£6.607
Funding	(£190.274)	(£190.274)	£0
GENERAL FUND	£0	£6.607	£6.607



14. The quarterly forecast positions and the actual outturn position can be seen in the table below:

2023-24 Revenue Outturn	Revised Budget £m	Quarter 1 Variance £m	Quarter 2 Variance £m	Quarter 3 Variance £m	Actual Variance £m
Health and Adult Care	£79.135	£3.216	£1.145	£0.855	£0.571
Children & Young People	£40.249	£9.361	£10.085	£11.279	£10.505
Corporate Core Services	£26.364	£0.167	£0.044	£0.273	(£0.649)
Non-Service Specific	£28.495	(£2.257)	(£3.200)	(£4.797)	(£4.784)
Business, Growth & Infrastructure	£1.009	£0.040	£0.082	£0.048	£0.464
Operations	£15.101	£2.740	£1.640	£1.803	£1.125
Housing General Fund	(£0.079)	£0.000	£0.000	£0.000	(£0.625)
Directorate Total	£190.274	£13.266	£9.796	£9.462	£6.607
Funding	(£190.274)	£0.000	£0.000	£0.000	£0.000
GENERAL FUND	£0.000	£13.266	£9.796	£9.462	£6.607



15. Details of the significant variances include:

Health and Adult Care:

- The Care in the Community budget overspent by £1.102m, due to:
 - An increase in demand for Home Care packages as a result of supporting hospital discharges into home care settings.
 - New 'in year demand' demand or increases to existing care packages.
 - Legacy demand pressures because of Covid Hospital Discharge policy
 - In year savings shortfall.
- The Commissioning & Procurement budget overspent by £371k, due to:
 - A £600k overspend on the Persona budget regarding additional Supported Living staffing costs and savings slippage.
 - A £160k underspend due to vacant posts within the Community Commissioning Team.
 - A £110k permanent contractual savings within the Neighbourhood Housing Support budgets.
 - A £68k underspend due to Carers grant account closures.
- The Adult Social Care Operations budget underspent by £315k, the main driver of the £315k underspend are staffing vacancies within the Assessment and Care Management, Integrated Neighbourhood Team (INT), Reviewing Team and Community Mental Health Team staffing budgets.
- The Public Health budget underspent by £428k, due to:
 - Staffing Budget underspend - £45k.
 - NHS Health Check Contract Saving - £50k.
 - Domestic Violence Contract saving - £90k.
 - Reduction in Activity of Out of Borough Sexual health Services - £193k.
 - Reduction in Substance Misuse prescribing costs - £50k.

Children and Young People:

- Children's residential placements including Children with disabilities overspent by £5.134m, due to increasing placement costs from private providers which continues to be an issue.
- The safeguarding service overspent by £1.493m, due to high agency costs, increased costs for Non-Looked After (NLA) support packages and legal charges.
- Home to School Transport overspent by £1.664m, due to increase in demand alongside inflationary costs.
- Inclusion and Partnerships overspent by £1.387m, with The Short Breaks service being the largest contributing area to this adverse variance which in part is due to the unachieved previously approved savings target of £200k and short breaks costs of £300k previously funded through DSG. An increase in demand and costs for Personal budgets is also contributing to the overall overspend.

Corporate Core Services:

- People and Inclusion service underspent by £314k, due to staffing underspends and ringfenced funding for specific posts and reduced running costs within business support.
- Finance underspent by £241k, due to net income from the Collection Fund higher than forecast in relation to summons costs income, cost of collection. £482k. This is offset by an overspend in relation to the statutory external audit fee of £181k and an overspend for the additional resources to support the finance improvement agenda and additional work to support children's services £91k.

Non-Service Specific:

- Cost of borrowing was underspent by £3.402m due to less borrowing being undertaken through the re-phasing and slippage on the capital programme, increase in investment income due to high interest rates.
- Greater Manchester Waste Disposal levy was underspent by £1.397m due to the additional return of the waste levy rebate.

Business Growth and Infrastructure:

- The main reasons for the overspend were lower than budgeted incomes in Development Management (Planning), Building Control and the two Shopping Centres (Longfield in Prestwich and Mill Gate in Bury).

Operations:

- The main driver of the directorate overspend relates to £1.337m overspend on energy costs due to high prices/inflation that has led to overspends in the high-volume areas of Leisure and Highways within the Operations Department.

16. A significant amount of the overspend is within Children and Young People, reporting a £10.505m overspend. The budget for 2024/25 has been increased to account for these pressures however there remains a risk that this increase may be insufficient by c.£1.5m due to an increase in placement numbers from 115 to 121. This assumes placements number remain at 115 through the 2024/25 year; any increase or decrease would impact the forecast position.
17. The pressures within other directorates have also been accounted for in the 2024/25 budget however there are some risks relating to income. Work is ongoing to review the budgets built in with the outturn information now available to assess if there any areas of opportunity to reduce the budgets. This will be addressed and reported as part of the Quarter 1 suite of reports to September Cabinet.

2024-25 to 2026-27 MTFF

18. The budget report presented to Budget Council on 21 February 2024 included the funding grants totalling £28.127m, taken from the Provisional 2024/25 Local Government Finance Settlement (LGFS) announced on 18 December 2023.
19. On 5 February 2024 the government announced the Final 2024/25 Local Government Settlement, for Bury this included an additional £1.701m of Social Care Grant allocation and an increase of £22k to the Services Grant.

Funding Grants	2023/24 £m	FEB 2024 2024/25 £m	JULY 2024 2024/25 £m
Improved Better Care Fund	£7.628	£7.628	£7.628
Social Care Grant	£12.635	£14.894	£16.595
ASC Market Sustainability and Improvement Fund	£3.155	£3.573	£3.573
ASC Discharge Fund	£1.069	£1.783	£1.783
Social Care Grants	£0	£0	£0
New Homes Bonus	£0.053	£0.020	£0.020
Services Grant	£1.456	£0.229	£0.251
Funding Guarantee	£0	£0	£0
Funding Grants	£25.996	£28.127	£29.850
Year % Change		8.20%	14.83%

20. As part of the continuing work to close the budget gap, a further review of fees and charges has been undertaken, subject to Council approval, it is proposed to uplift the fees and charges listed in appendix A.
21. The fees and charges increases are forecast to generate an additional £444k income, split part-year with £259k in 2024/25 and £185k in 2025/26.
22. The 2024/25 to 2026/27 MTFF budget gap presented to Budget Council on 21 February 2024 was £30.085m, including the £1.723m increase in funding grants that were announced too late to incorporate in February budget papers and the proposed increase of £444k in fees and charges, reduces the budget gap by £2.167m to £27.918m as shown in the table below.

Updated MTFF Summary	JULY 2024		
	2024/25 (£000s)	2025/26 (£000s)	2026/27 (£000s)
Budget Gap at February 2024	£15.131	£10.627	£4.327
Increase in Fees and Charges	(£0.259)	(£0.185)	£0.000
Additional Social Care Grant Funding	(£1.701)	£0.000	£0.000
Increase in the Services Grant	(£0.022)	£0.000	£0.000
ANNUAL INCREMENTAL BUDGET GAP	£13.149	£10.442	£4.327
CUMULATIVE BUDGET GAP	£13.149	£23.591	£27.918

2024/25 Budget

23. The budget report presented to Budget Council on 21 February 2024 set out the Council's budget requirement for the 2024/25 financial year and provided details on the Council's reserves position. This process is in accordance with statutory requirements and proper accounting practices.
24. Council approved a net revenue budget of £209.608m for 2024/25, which included an approved use of reserves of £15.131m held within the Non-Service Specific Directorate, to balance the revenue budget.
25. It is proposed that the in-year use of reserves of £15.131m to balance the budget, is re-presented from Non-Service Specific to below funding. This re-presentation not only shows the overall net revenue budget position of £224.739m but each directorate's net revenue budget position, to more accurately reflect the true net revenue budget to deliver the Council services.
26. The table below shows this new re-presentation of the general fund budget that will be used to report against throughout the year.
 - The Feb 2024 column shows the re-presentation of the approved budget.
 - The July 2024 updates the approved budget with the items outlined in section 22 above, of:
 - £4k additional fees and charges income in Corporate Core Services.
 - £255k additional fees and charges income in Operations.
 - £259k reduction in the net revenue budget, from £224.739m to £224.480m
 - £1.723m increase in Government Funding Grants.
 - £1.982m reduction in the use of reserves from £15.131m to £13.149m.

2024/25 Updated Budget	FEB 2024 2024/25 £m	JULY 2024 2024/25 £m
<u>Directorate:</u>		
Health and Adult Care	£87.215	£87.215
Children & Young People	£58.183	£58.183
Corporate Core Services	£28.455	£28.451
Non-Service Specific	£31.097	£31.097
Business, Growth & Infrastructure	£1.225	£1.225
Operations	£18.643	£18.388
Housing General Fund	(£0.079)	(£0.079)
NET REVENUE BUDGET	£224.739	£224.480
<u>Funding:</u>		
Council Tax	(£110.198)	(£110.198)
Business Rates	(£71.282)	(£71.282)
Government Funding Grants	(£28.128)	(£29.851)
FUNDING	(£209.608)	(£211.331)
<u>Use of Reserves</u>		
Budget Stabilisation Reserve	(£15.131)	(£13.149)
USE OF RESERVES	(£15.131)	(£13.149)
BALANCED BUDGET	£0	£0

Reserves

27. In accordance with statutory regulations and CIPFA Guidance, the levels of balances and reserves are reviewed during the budget process to ensure that they are currently sufficient, and that they will remain adequate over the medium-term.
28. The table below shows the forecast year-end balance on reserves from the February 2024 budget report compared to the actual year-end balance on reserves in the unaudited 2023/24 statement of accounts.
29. Overall, the position on general fund and earmarked reserves improved by £3.878m, but when excluding the general fund balance and other statute & ring-fenced reserves, the position improved by £5.883m, significant variations include:
 - Collection Fund: improvement on the budgeted collection fund position and receipts of additional government funding grants.
 - Budget Stabilisation: improvement on the 2023/24 forecast outturn position.

General Fund Reserves	FEB 2024 Forecast Balance at 31 March 2024 £m	Year-End Actual Balance at 31 March 2024 £m	Variance £m
General Fund	(£10.000)	(£10.000)	£0.000
Management of Financial Risk - Corporate	(£4.420)	(£4.010)	£0.410
Management of Financial Risk - Directorate	(£0.164)	(£0.054)	£0.110
Investment Funds	(£0.816)	(£1.518)	(£0.702)
COVID-19 Related Grants	(£1.955)	(£1.872)	£0.083
Earmarked External Funding	(£12.189)	(£11.761)	£0.428
Levies	£0.000	(£0.679)	(£0.679)
Collection Fund	(£4.629)	(£7.194)	(£2.565)
Budget Stabilisation	(£45.297)	(£47.432)	(£2.135)
Insurance	(£3.914)	(£4.664)	(£0.750)
DSG Deficit	(£6.000)	(£6.000)	£0.000
Earmarked Balances Sub-Total	(£79.384)	(£85.184)	(£5.800)
Schools Reserves	(£5.169)	(£3.043)	£2.126
Section 106 Commuted Sums	(£5.958)	(£6.162)	(£0.204)
Total General Fund Reserves	(£100.511)	(£104.389)	(£3.878)
Projected GF Reserves Balance	(£100.511)	(£104.389)	(£3.878)
General Fund	(£10.000)	(£10.000)	£0.000
COVID-19 Grants	(£1.955)	(£1.872)	£0.083
Schools Reserves	(£5.169)	(£3.043)	£2.126
Section 106 Commuted Sums	(£5.958)	(£6.162)	(£0.204)
GF Reserves Balance excluding Statute & Ring-Fenced Reserves	(£77.429)	(£83.312)	(£5.883)

30. At February 2024 Budget Council, it was assumed £15.131m of reserves would be required in 2024/25 to enable the Council to achieve a balanced budget whilst savings are being realised, this has been updated to £13.149m as per section 26.
31. Although, the Secretary of State in his Written Ministerial Statement to parliament on 5 February 2024 in presenting the Final 2024/25 Local Government Finance Settlement,

“asks authorities to continue to consider how they can use their reserves to maintain services over this and the next financial year, recognising that not all reserves can be reallocated, and that the ability to meet spending pressures from reserves will vary between authorities.”

The continuing use of reserves to balance the budget presents an unsustainable position, as such the Council has developed a work plan, detailed later in the report, to reduce the reliance on the use of reserves and to stabilise the Council's finances over the medium-term.

2023/24 Capital Outturn

32. The Capital Programme is set on a three-year rolling basis and the programme for 2023/2024 to 2025/2026 was approved by Budget Council in February 2023, as follows:

2023/24	£127.198m
2024/25	£73.500m
2025/26	£28.630m

33. At the 12 July 2023 Cabinet meeting, a further £17.390m of slippage from 2022/23 was added to the 2023/24 programme, to increase the 2023/24 Capital Programme to £144.588m.
34. Throughout the year, project managers have continued to review their respective capital schemes and have provided scheme updates and re-phased schemes into future years of the Capital Programme to match the anticipated timing of spend, as a result of more up to date information becoming available.
35. As a result of the in-year reviews, the 2023/24 Capital Programme reduced by £69.113m, from £144.588m to £75.475m, which included the inception of £18.007m in relation to grant awards (schools and highways) and the re-phasing of £87.120m into future years (£78.497m into 2024-25 and £8.623m into 2025-26).
36. The table below shows the 2023/24 Capital Programme outturn position of £52.944m (subject to audit), that equals 70% of the revised capital programme total of £75.475m. The main variances of the £22.531m underspend include:
- £6.654m Schools grant allocations.
 - £5.016m Radcliffe Regeneration Levelling-Up scheme.
 - £2.794m HRA Capital Programme.
 - £2.343m Highways Planned Maintenance Programme.
 - £2.324m Streets for All Bury Programme.
 - £967k Vehicle Replacement Strategy.
 - £555k Springwater Park scheme.
37. It is proposed that the slippage of £23.419m on schemes is carried forward into the 2024/25 Capital Programme, that will increase the 2024-25 Capital Programme from £146.928m approved at February 2024 Budget Council to £170.347m, which includes an overall borrowing requirement of £47.553m.

2023/24 CAPITAL PROGRAMME	2023/24 Revised Programme	Actual Spend at Outturn	Actual Spend at Outturn	(Under) / Over spend at Outturn	Proposed Slippage to 2024/25
	£m	£m	%	£m	£m
Capital Expenditure by Theme					
Regeneration and Economic Growth	£11.565	£6.046	52%	£0.000	£5.260
Place Shaping/Growth	£1.326	£0.622	47%	£0.000	£0.950
Sports and Leisure	£4.081	£3.482	85%	(£0.050)	£0.573
Operational Fleet	£3.935	£2.936	75%	(£0.002)	£0.997
ICT and Digital	£0.781	£1.598	204%	£0.871	£0.055
Highways	£17.388	£12.201	70%	£0.000	£5.176
Children and Young People	£12.011	£5.357	45%	(£0.000)	£6.654
Estate Management - Investment Estate	£0.070	£0.000	0%	£0.000	£0.070
Estate Management - Corporate Landlord	£2.642	£1.766	67%	£0.070	£0.946
Older People and Disabled Facilities Grant	£1.676	£2.049	122%	£0.000	(£0.373)
Housing GF	£0.438	£0.457	104%	£0.000	£0.190
Housing HRA	£19.314	£16.311	84%	£0.000	£2.794
Climate Change	£0.247	£0.119	48%	£0.000	£0.128
TOTAL EXPENDITURE	£75.475	£52.944	70%	£0.889	£23.419
Financing the Capital Programme					
Prudential Borrowing	£17.623	£14.912	85%	£0.889	£3.600
External Funding	£36.038	£22.295	62%	£0.000	£13.743
Capital Receipts	£6.651	£2.649	40%	£0.000	£4.002
General Fund RCCO	£1.566	£0.488	31%	£0.000	£1.078
Housing Revenue Account DRF/MRR	£13.597	£12.600	93%	£0.000	£0.997
TOTAL FINANCING	£75.475	£52.944	70%	£0.889	£23.419

Finance Improvement Plan

38. In 2023 the Council began a voluntarily commissioned finance improvement journey, independent advice was sought from CIPFA; an Improvement Board was established, and an experienced interim S151 Officer was engaged, to determine and lead a holistic programme of improvement.
39. A Peer Review by the LGA in December 2024 validated the improvement work to date and confirmed that work so far and the wider improvements proposed had the potential to stabilise the council's position.
40. The programme of ongoing work required was agreed to include systems, processes, policy/guidance and training. Specific deliverables for the next financial year include:
 - Completing the work to balance the 2024/25 budget.
 - A fundamental update of the council's ledger, via the upgrade and cloud migration of Unit 4.

- Conclusion of legacy accounting procedures in particular internal recharges.
- Strengthening the governance of the capital programme.
- Developing the skills and resources available for both finance business partners and departmental budget holders.
- Producing finance procedure rules.

41. Further detail on the finance improvement journey is provided in Appendix 2

2024/25 In-year Workplan

42. Workplan for the next MTFS update report:
- Undertake Star Chamber for each Directorate to review:
 - All budget headings & identification of recurring under/overspends based on the 2023/24 outturn position.
 - Review of establishment costing, structures and pay awards assumptions.
 - Review contracts and Annual Price Increases (APIs) uplifts.
 - Rationalisation of the chart of accounts to include:
 - The identification of headings where budgets can be centralised & recharges removed.
 - To introduce a central support service recharging model.
 - Refresh of the sales, fees and charges register.
 - Updating of the Collection Fund position, to include a review of collection rates, debt recovery and taxbase assumptions.
 - Continuing the review of the Capital Programme with project managers to de-clutter/rationalise & re-phase the programme and update the cost of borrowing assumptions.
 - Develop a medium-term savings plan.
 - Sensitivity and scenarios analysis modelling.
43. As stated in section 17 above, an MTFF update will be reported as part of the Quarter 1 suite of reports to September Cabinet.

Links with the Corporate Priorities:

44. Financial management is a key part of the council's overall governance and control arrangements and the close monitoring of agreed income and expenditure; revised forecasts of future budget pressures and opportunities; and regular reporting of these issues underpin the council's three clear corporate priorities as set out in the Let's Do It Strategy that will deliver financial sustainability for the Council.

Equality Impact and Considerations:

45. Under section 149 of the Equality Act 2010, the 'general duty' on public authorities is set out as follows:
A public authority must, in the exercise of its functions, have due regard to the need to:
- 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.
46. The public sector equality duty (specific 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.
47. Included within this report are proposed increases to fees and charges as identified in section 21 and Appendix 1, an Equality Impact Assessment has been produced (link below).

[EqIA - Cabinet Report MTFS Update June 2025.docx](#)

Environmental Impact and Considerations:

48. This is a finance update report as such there are no environmental impacts associated with this report.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
The Council has insufficient funds to support its expenditure.	Regular reporting and tight budgetary control by budget holders support the Council in managing the overall financial risks and financial planning for the Council.

Legal Implications:

49. Members are asked to make two recommendations to Council. These recommendations relate to decisions which are reserved to Council under the Councils constitution, namely amendments to the Council's financial revenue budget and capital expenditure programme. If Members are minded to agree to an increase in fees and charges, the Monitoring Officer and S151 officer will review the schedule and ensure all relevant consultations will be carried out prior to any increases being implemented.

Financial Implications:

50. The financial implications are included within the Report.

Appendices:

Appendix 1: Fees and Charges

Appendix 2: Finance Improvement Plan

Background papers:

Please list any background documents to this report and include a hyperlink where possible.

[The Council's Revenue Budget and Medium Term Financial Plan](#)

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

Term	Meaning
MTFF	Medium Term Financial Forecast
LGFS	Local Government Finance Settlement
CIPFA	Chartered Institute of Public Finance and Accountancy

Appendix 1: Fees and Charges

Directorate	Service	Fees & Charge Description	2024-25 Budget	Uplift	Additional Income	2024-25	2025-26
Corporate Core Services	Legal Services	Administration Charges	(£93,800)	6.70%	(£6,000)	(£4,000)	(£2,000)
Operations	Arts & Museums	Museum & Tourist Information Centre Fees	(£61,900)	6.11%	(£4,000)	(£2,000)	(£2,000)
Operations	Commercial Services	Markets Fees	(£2,564,400)	4.98%	(£128,000)	(£75,000)	(£53,000)
Operations	Engineers	Traffic Management Fees	(£665,000)	3.66%	(£24,000)	(£14,000)	(£10,000)
Operations	Facilities Management	Administration Property Rents	(£370,800)	5.77%	(£21,000)	(£12,000)	(£9,000)
Operations	Health & Environmental Protection	Environmental Services (Public Protection) Fees	(£36,400)	1.40%	(£1,000)	(£1,000)	£0
Operations	Health & Environmental Protection	Licensing	(£451,600)	6.34%	(£29,000)	(£17,000)	(£12,000)
Operations	Health & Environmental Protection	Private Rental Sector Enforcement Fees	(£57,300)	11.50%	(£7,000)	(£4,000)	(£3,000)
Operations	Health & Environmental Protection	Trading Standards Fees	(£24,600)	4.80%	(£1,000)	(£1,000)	£0
Operations	Street Scene Maintenance	Pest Control Fees	(£196,100)	5.46%	(£11,000)	(£6,000)	(£5,000)
Operations	Waste, Transport & Stores	Transport Fees	(£122,200)	1.99%	(£2,000)	(£1,000)	(£1,000)
Operations	Waste, Transport & Stores	Waste Fees	(£1,107,400)	3.62%	(£40,000)	(£23,000)	(£17,000)
Operations	Wellness	Bereavement Services Fees	(£487,900)	5.79%	(£28,000)	(£16,000)	(£12,000)
Operations	Wellness	Leisure Facilities Fees	(£2,564,200)	5.40%	(£138,000)	(£81,000)	(£57,000)
Operations	Wellness	Libraries & Archives Fees	(£33,500)	6.18%	(£2,000)	(£1,000)	(£1,000)
Operations	Wellness	Parks Fees	(£28,900)	5.23%	(£2,000)	(£1,000)	(£1,000)
TOTAL			(£8,866,000)	5.01%	(£444,000)	(£259,000)	(£185,000)

Appendix 2: Finance Improvement Plan

In 2023 the Council began a voluntarily commissioned finance improvement journey. The action was taken because:

- A significant investment was required in children's social services to mitigate years of under investment which had resulted in an inadequate judgement of social care services in 2021. An uplift of over 34% on the departmental budget (34%) was arranged, which threatened to destabilise the rest of the council's budget.
- A series of independent advisors highlighted the weakness of the finance function itself and budget management generally.
- An in-year overspend of over £10m was forecast due partly because of the impact of the uplift required to the children's services' budget but also delays in achieving some savings targets and the impact of inflation running at c11% during the year, which had uplifted the majority of the council's operating costs.

Independent advice was sought from CIPFA; an Improvement Board was established and an experienced interim S151 Officer was engaged, to determine and lead a holistic programme of improvement. Under the leadership of this team:

- The Treasury strategy has been updated to maximise the return on council investments including realising some immediate savings.
- Every departmental budget has been reviewed, with demand adjustments made where necessary.
- The reserves strategy has been updated and c.£70m of one-off resources identified to support the revenue budget if necessary. With the benefit of this stability a three-year MTFS was updated and the 2024/25 budget set.
- Advisors have been engaged to upgrade Unit 4 and all associated processes.
- A review of procurement processes has begun including remapping the purchase to pay process and clarifying contract procedure rules. The work will now interface with the development of finance procedure rules, as described below.
- The job of S151 has been redesigned to assimilate the finance function with the Department of Corporate Core services to ensure integrated corporate strategy through the leadership of a single Executive Director. The S151 post has been redesignated at Director level, reporting operationally to the ED for the Corporate Core and substantively to the CEO in order to significantly strengthen leadership oversight. A new substantive S151, Neil Kissock, took up post on 1 July.

A Peer Review by the LGA in December 2024 validated the improvement work to date and confirmed that work so far and the wider improvements proposed had the potential to stabilise the council's position. The programme of ongoing work required was agreed to include systems, processes, policy/guidance and training. Specific deliverables for the next financial year include:

- Completing the work to balance the 2024/25 budget.
- A fundamental update of the council's ledger, via the upgrade and cloud migration of Unit 4.
- Conclusion of legacy accounting procedures in particular internal recharges.
- Strengthening the governance of the capital programme.

- Developing the skills and resources available for both finance business partners and departmental budget holders.
- Producing finance procedure rules.

The Finance Improvement Board will be retained to oversee the ongoing work described above, with a new Chair to be identified by the new S151 who may also support their professional development as part of their induction to the council.



Classification: Open	Decision Type: Non-Key
--------------------------------	----------------------------------

Report to:	Cabinet	Date: 16 July 2024
Subject:	Optimising the Council's use of resources to meet commitments to the DfE to support the Star Radcliffe Academy	
Report of	Deputy Leader and Cabinet Member for Children and Young People	

1.0 Summary

- 1.1 Cabinet has received a number of reports affirming the Council's commitment to the delivery of a new secondary school for Radcliffe by the Department for Education, including approval of the revenue and capital financial obligations on the Council.
- 1.2 At its meeting on the 15th March 2023 (CA.147), cabinet received a report that set out the financial arrangements that included a commitment from the Council to underwrite revenue costs in the event that the school did not recruit to its capacity in each of the first two years of operation, to be funded through the Dedicated Schools Grant (DSG).
- 1.3 The school is currently planning to admit up to its admission number in September 2024, and there will not be a requirement to underwrite places in the first year.
- 1.4 However, an unexpected financial risk has also been identified during the preparation of the complex annual return to the DfE which allocates the total DSG to fund activities specified in the Regulations.

1. Recommendation

It is recommended that proposals be brought forward as part of the annual Budget process for 2025-26, or earlier, for the establishment and use of a revenue provision sufficient to meet the Council's financial commitments to Star Radcliffe.

Reasons for recommendation

Meeting the Council's commitment to supporting the opening and development of the new secondary school has proven more challenging than was originally envisaged. This is because the General Fund revenue balances and the schools' block of the DSG have, year - on - year, been subject to sustained financial pressure.

Alternative options considered and rejected

This report considers the most cost-effective and expedient measures for meeting the Council's commitment to supporting the revenue budget for the new Star Radcliffe for its first five years of operation beginning September 2024. Given that the Council made this commitment some years ago, and in return the DfE is funding the capital cost of the new school, the Council's options at this advanced stage in the process are limited.

Report Author and Contact Details:

Name: Jeanette Richards

Position: Executive Director of Children Services

Department: Corporate Core

E-mail: J. [richards@bury.gov.uk](mailto:j.richards@bury.gov.uk)

2.0 Background

- 2.1 The purpose of this report is to make clear the Council's future commitment to funding the new Star Radcliffe.
- 2.2 Star Radcliffe is due to open in September 2024. There have been a number of reports, approved by Cabinet, which have set out the financial and other obligations that the Council has agreed to meet in respect of the establishment of the new school. These existing obligations include providing land on a peppercorn lease as well as providing contributions to both revenue and capital funding. The Council made these contributions in return for the DfE meeting the capital costs of the new school.
- 2.3 In a report to Cabinet on the 15th March 2023 (CA.147), a commitment was approved for the Council to underwrite the revenue budget for the new school in the event that actual enrolment of Year 7 pupils was below the approved admission number of 150 per year group, and for this to be funded from the Dedicated Schools Grant (DSG).
- 2.4 The intention of this underwriting by the Council was to ensure that the new school is guaranteed a budget for 150 pupils for each intake of the first two years following the school opening. This commitment provided the DfE with assurance that the new school would have sufficient time and funding to become established and therefore that the capital costs, being met by the DfE, would be utilised effectively.
- 2.5 It is expected that the school will admit up to its Admission Number in September 2024 and there will therefore be no requirement to underwrite its budget in the first year.
- 2.6 However, an unexpected financial risk has also been identified during the preparation of the complex annual return to the DfE which allocates the total DSG to fund activities specified in the Regulations. Due to the technical nature

of this funding issue, some explanatory notes are provided below to provide some context.

Dedicated Schools Grant (DSG) Funding issues - context

- 2.7 The revenue funding for Star Radcliffe is included within the Dedicated Schools' Grant (DSG) allocation paid by the DfE to the Council. For mainstream schools, which are funded for the financial year from 1st April to 31st March, the Council pays the relevant budget share to each school. But it is the responsibility of the Education and Skills Funding Agency (ESFA) to pay the relevant budget share to Academies. In practice this means that the funding for Star Radcliffe is deducted from Bury's DSG, prior to it being allocated.
- 2.6 Over time, the workings of the DSG in this way have a net nil effect. However, in the short term there is a time-lag in the national funding system. This time-lag arises because pupils have to be enrolled in a school in order to be counted in the annual census. The annual census takes place in October each year and the number of pupils on roll across all schools determines the level of DSG funding for the following financial year.
- 2.7 In the case of Star Radcliffe, the Census counts the actual pupils in place on the date of the Census. As there were no pupils in place at Star Radcliffe prior the October 2023 Census date, the DSG received by Bury for the financial year 2024-25 is understated.
- 2.8 All Academies, including Star Radcliffe, are funded for the academic year, being September 2024 to August 2025. The school must receive funding from September 2024 in order to operate. Therefore, Bury's funding is reduced for the seven months from September 2024 to March 2025 from Bury's DSG in 2024/25, and the full 12 months thereafter.
- 2.9 For established schools, changes in pupil numbers are not usually a problem, and can be managed but for a new school there is a time lag of one year between the pupil count in the Census and the associated allocation of funds.
- 2.10 The effect of this is that pupil numbers, and therefore funding in Bury's DSG, is understated by the equivalent of 7/12ths (September to April) of the full academic year's funding for Star Radcliffe. This problem will persist for each of the first five years as each new Year 7 cohort is enrolled.
- 2.11 This is a feature of the national funding arrangements and not specific to Star Radcliffe. It is also an aspect that benefits local authorities at a time of falling rolls.

In a larger local authority such a temporary shortfall in cash flow might be manageable because it would represent a relatively minor variation in the total DSG but for Bury as a small local authority the impact of the lag in funding is quite significant.

- 3 There are a number of material changes in Bury's funding position which mean that the reasonable assumption that would have been made at the time when the new school was first proposed, (i.e. that the revenue costs for Star Radcliffe could be met within the DSG) proved unworkable for 2024/25 because of the cumulative effect of the many pressures upon that funding source.

3.6 These pressures include:

- the DSG is overspent in total because of the overspend on the High Needs Block.
- schools are under significant financial pressure and have been for some years, hence they will notice if they receive a smaller amount of DSG as a result of the funding of an additional new secondary school.
- the Schools' Forum has to agree the school budget share and the distribution of the DSG.
- the Schools' Forum was asked to agree up to 0.5% block transfer from the Schools Block to the High Needs Block to assist with the repayment of the High Needs Block deficit.
- this block transfer is one of the conditions in the Safety Valve Agreement. If the Safety Valve conditions are met, the DfE has agreed to pay Bury an extra £12m in grant which will be applied to repay part of the High Needs Block cumulative deficit. The total HNB deficit is projected to be £18m and forms part of the Council's Balance Sheet. This projected cumulative deficit can be reduced if the Council could balance its High Needs Block annual budget and annual spend sooner than currently projected.
- the Authority has adopted the National Funding Formula (NFF) which prescribes the amount of funding that is to be allocated based upon pupil numbers and other factors such as free school meal numbers.
- in the past local authorities have been able to top slice certain costs from the DSG before deciding what is the amount that is available to be distributed per pupil. The scope for acting in this way is now much reduced in part because of the adoption of the NFF described above and in part because of schools being unwilling to depart from it.

- 3.7 To bridge the gap caused by the funding lag It is proposed to fund the new school from General Fund (£0.6m) on a year to year basis for the next 5years.
-

Links with the Corporate Priorities:

The proposal will support the following key ambitions of the Let's Do It strategy:

- A better future for the children of the Borough
- A better quality of life
- A chance to feel more part of the Borough
- Building a fairer society that leaves no-one behind.

Equality Impact and Considerations:

The council has no discretion in relation to this decision and there is no direct impact on residents of this decision

Environmental Impact and Considerations:

The environmental impact of the development and building of the new secondary school was considered in earlier reports. There are no environmental implications associated with the decision in this report.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
Failure to meet targets agreed with the DfE could lead to the loss of up to £18m of additional grant to be provided through the Safety Valve programme.	To facilitate achievement of the target to transfer up to £0.5m from the DSG Schools' Block to the DSG High Needs Block, an allocation of £0.6m from the General Fund was made to compensate for the time-lag before DSG is received in respect of the first cohort of Year 7 pupils at Star Radcliffe Academy.

Legal Implications:

To be completed by the Council's Monitoring Officer.

This report updates Members on a financial risk that has arisen. Provision has been made for this within the Medium Term Financial plan and further financial proposals will be brought forward to address this matter.

Financial Implications:

To be completed by the Council’s Section 151 Officer.

A provision of £0.620m has been made in the Medium-Term Financial Plan (approved at February 2024 Budget Council) for the current 2024/25 financial year onwards to cover the costs required.

Appendices:

Please list any appended documents.

Background papers:

Please list any background documents to this report and include a hyperlink where possible.

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

Term	Meaning



Classification: Open	Decision Type: Non-Key
--------------------------------	----------------------------------

Report to:	Cabinet	Date: 16 July 2024
Subject:	Update of Children & Young People Senior Management Restructure	
Report of	Cabinet Member for Corporate Affairs and HR	

Summary

This report provides an update in respect of the restructure of the Children & Young People's Department Senior Management Restructure.

Recommendation(s)

1. To note the update on the Children & Young People's Department Senior Management Restructure, including work to implement the new structure following conclusion of staff consultation.
2. To recommend that Council approve in principle the release of the Strategic Lead (Schools System) and disestablishment of their role following their request for Voluntary Early Retirement with Severance submitted through the consultation process. – This would attract severance costs of £37,409 (which will be met by the Department) and capital costs of £101,325 related to the early release of pension benefits (which will be met centrally by the fund held by the Greater Manchester Pension Fund on behalf of the Council for this purpose). (These costs will vary very slightly dependant on the exact leaving date).
3. To delegate to the Chief Executive, in consultation with the Executive Director of Children and Young People, Director of People & Inclusion and the Cabinet Members for Children's Services and HR and Corporate Affairs, final approval and the specific timing of redundancy linked to the completion of a number of strategic deliverables.
4. To recommend that Council approve the redesignation and revaluation of one of the two Assistant Director (Regeneration Delivery) roles (Chief Officer Band D, £83,865-£90,992) to Director of Regeneration and Project Delivery (Chief Officer Band E, £93,102 - £101,596) to reflect the transfer of responsibility for Schools' Capital Development to this role and also an expanded remit in relation to housing growth and development following the departure of the former Director of Housing.

Reasons for recommendation(s)

Following cabinet approval in January 2024, the Children & Young People's Department has undertaken consultation with employees and trade unions in relation to a revised Senior Management structure.

Following this consultation, final structural changes have now been agreed for implementation by 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 in line with the agreement of Cabinet in January.

Two aspects of these changes require separate and specific approval by Cabinet and, ultimately, Council in-line with the requirements of the Localism Act and the Council constitution.

The deletion of the post of Strategic Lead (School System) and the subsequent Early Retirement of the post holder will:

- Along with other measures in the restructure, result in an overall cost saving to the Council of circa £41k on an ongoing basis.
- Allow for a delayering of tiers within the Education & Skills Division, bringing the Department fully into line with agreed organisational design principals.
- Allow for a more balanced and coherent Education & Skills management team to support the Director of Education & Skills.
- Allow for an improved alignment of functions both within the Department and wider Council to support the delivery of objectives.

The transfer of responsibility for school's capital development into the current Assistant Director (Regeneration Delivery) role moves this function into the Council's centre of expertise for capital development, alongside other similar functions to ensure work can be overseen and delivered coherently as part of the Council's overarching Capital Programme.

Alternative options considered and rejected

The initial operating model, developed as a basis for consultation, included a structure in which the post of Strategic Lead (School System) was retained. However, feedback received during the consultation period and further consideration of options indicates that service priorities can be delivered in a more effective manner through the deletion of this role and transfer of functions to other areas of the service and wider Council.

Report Author and Contact Details:

Name: Jeanette Richards
Position: Executive Director (Children & Young People)
Department: Children & Young People
E-mail: j.richards@bury.gov.uk

Name: Sam McVaigh
Position: Director of People & Inclusion
Department: Corporate Core
E-mail: s.mcvaigh@bury.gov.uk

Background

1. General

- 1.1 Cabinet approval was granted in January 2024 to enter into a period of formal consultation regarding the senior management structure of the Children & Young People's Department.
- 1.2 This proposal sought to build on the significant restructuring and realignment work undertaken 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 The restructure sought to review departmental management structures, seeking improved alignment and integration of complementary portfolios to strengthen the delivery of multi-agency support services delivered to children. It responded to the substantive vacancies within the three senior leadership posts in the Department at the time and sought to align leadership arrangements across two (as opposed to three) divisions.
- 1.4 The changes recognised the transfer of Business Support functions into the Department from the Corporate Core in November 2023 and built on this through the transfer of a number of specialist stand-alone posts and responsibilities from across the Department under the Strategy, Assurance & Reform service area, reducing 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 was proposed to support their operation across the entire Department more effectively than their current location within a specific division.
- 1.5 The changes also set out the proposal to transfer the Children's Commissioning function from the Health & Adult Care Department to the Children & Young People's Department. This recognised 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.

2. Consultation

- 2.1 An initial period of formal consultation with trade unions and employees was undertaken between 20th January 2024 and 29th February 2024.
- 2.2 A wide range of comments were received, most of which were broadly supportive of the proposals. A number of constructive challenges were also received which resulted in a number of changes being made to the proposals.
- 2.3 Changes made to the initial proposals include:
 - To not proceed with a transitional phase of disestablishing the Early Help & School Readiness Division and instead move to full integration straight

away with functions placed within the most sensible areas of the two new substantive divisions.

- To locate some service areas within different areas of the organisation where there were considered to be better alignment with existing service structures and portfolios (namely schools capital development).
- To reduce the number of Heads of Service in Social Care, and implement revised and enlarged portfolios, supported by a tier of Service Managers which support both visibility and practice improvement and provide a more structured career pathway.

2.4 A further short period of consultation was subsequently undertaken between 22nd April 2024 and 29th April 2024 to allow for further comment on the revised structure.

3. Impact on Education & Skills Division

3.1 The revised proposals made following consultation impact particularly on the School System functions of the Education & Skills division in that they highlighted:

- An opportunity to delayer the management structures in this area, bringing the Department fully into line with agreed organisational design principles.
- A need to align the Early Years function transferring from Early Help & School Readiness Division in a logical management structure.
- A significant reduction in the role of the Department in the control of the wider school system given the increased pace of academisation and known plans for further academisation over the next twelve months.
- An opportunity to integrate the significant current and planned education capital works more effectively into the Business, Growth & Infrastructure Department, where there is significant expertise in the delivery of such projects.

3.2 Taking into consideration the above, an opportunity to deliver savings of circa £68,000 per year has been identified through:

- The deletion of the posts of Strategic Lead (School System) (Chief Officer Band A) and Service Manager (Education Services) (Grade SM1)
- The establishment of a new post of Head of Service (Education Operations) (Chief Officer Band A) reporting directly to the Director of Education & Skills.
- The reconfiguration of the post of Senior School Assurance Officer to Head of Service (School Assurance & Early Years) (Soulbury Grade EIP 23-26) reporting directly to the Director of Education & Skills and managing the Early Years service area.

3.3 In practical terms, this measure will result in the redundancy of the Strategic Lead (School System) as:

- Responsibility for School Attendance & Safeguarding will transfer from this role to the post of Head of Service (Virtual School & Vulnerable Children & Young People in Education). Capacity for this work to be undertaken by this post has been assured through measures taken as part of the wider restructure in this areas of activity.
- The School Assurance portfolio (including governor support) will transfer from this role with the line management of the Head of Service (School Assurance & Early Years) now moving directly to the Director of Education & Skills. Managerial capacity to absorb oversight of Early Years is assured through the transfer of School Attendance and Safeguarding as set out above.
- Responsibility for the major education Capital Works programme to transfer to the BGI Department, supported by an already agreed fixed term Major Projects Manager and the proposed expansion of an Assistant Director role (see below).
- Leadership of academisation processes are anticipated to diminish over the coming year as the majority of schools will have completed academisation, and established arrangements for conversion are now in operation. – A delayed leave date of the end of this calendar year is proposed for the Strategic Lead (School System). During this period they will conclude work on the Council's strategic approach and an impact analysis of this area as a critical deliverable to ensure this can be managed effectively going forwards.

3.4 It is proposed the Service Manager (Education Services) is slotted into the new role of Head of Service (Education Operations) on the basis that:

- Their direct management portfolio remains the same as currently, encompassing responsibility for School Organisation, Pupil Place Planning, School Admissions, School & College Transport and School Crossings. These areas remain statutory functions of the Council and are unlikely to be significantly impacted by the academisation programme going forwards.
- Managerial responsibility for smaller scale capital works (generally repairs and maintenance) will remain within this portfolio.

This post will report directly to the Director of Education & Skills and play an enhanced strategic role in engagement and liaison with the school system in Bury following the departure of the Strategic Lead (School System)

4. Operational Considerations & Risk Mitigation

4.1 It is recognised that the above changes do represent a reduction of capacity within this area of activity. However, it is considered that this can be managed and mitigated as:

- The implementation of restructuring in September 2023 has significantly strengthened and ensured a sustainable model for the delivery of School Attendance and Assurance.
- Established systems and processes are in place in relation to academisation, key elements of which are already operationally led by the Service Manager (Education Services) and would continue to be undertaken in the new Head of Service role. Engagement with the school system and DfE has now set out a clear path for future academisation which can now be effectively implemented.
- A strategy is being finalised in relation to the broader impact on the Council of academisation. In terms of the impact on Council Services of Academisation, the Strategic Lead has led on the development of a strategy that can respond. This strategy will need to be agreed and have secured corporate and political support prior to the Strategic Lead's departure. Whilst Children's Services will continue to have oversight of the strategy, as the school landscape evolves and adapts, the implementation of the key deliverables in respect of redesign and associated staffing reductions will rests with individual services. That oversight, linked as it is to the scale and pace of the conversion process can be provided by the Service Lead. In respect of the impact on Children's Services, that is relatively limited, and plans are being developed to respond. These can be progressed by the Senior School Assurance Officer, under the guidance of the Director of Education & Skills.
- For Pupil Place Planning, a strategy has been developed and is now subject to discussion with key stakeholders. That strategy provides a clear framework to be followed. The next steps will be to progress school specific responses to the issues identified. This responsibility currently rests with the Service Manager who has experience in bringing forward such measures, and will continue to lead this area of activity as the Head of Service (Education Operations)
- In respect of Capital Programmes, significant programmes will be managed through BGI Department with the support of an agreed Major Projects Manager to provide necessary technical expertise and capacity. There will continue to be a strong link between the Head of Service and the Capital Programme Manager.

4.2 While formal implementation of other elements of the Management Restructure have now taken effect, it is recognised that to ensure service stability and continuity, operational implementation of this aspect of the structure will need to be phased. The current Strategic Lead (Schools System) will be required to complete a number of urgent strategic

deliverables, principal related to conclusion and agreement of the Council's academisation pupil place planning strategies as set out above, prior to their redundancy being triggered. It is envisaged that they will leave the Council between 31 October 2024 and 31 December 2024 but the recommendation is that the exact timing of their release is delegate to the Chief Executive, in consultation with the Executive Director of Children and Young People, Director of People & Inclusion and the Cabinet Members for Children's Services and HR and Corporate Affairs.

5. Costings

- 5.1 The severance payment due to the Strategic Lead (School System) is £37,409. This one-off payment can be met from within existing departmental resources.
- 5.2 A capital cost of £101,325 is also payable, funded through Council allowances with Greater Manchester Pension Fund. (This cost is based on a 31 October 2024 release date and will reduce, marginally, if the redundancy is later).
- 5.3 The savings released through the implementation of the restructure represent a net saving of £41k. A significant saving of £83k is made against the Dedicated Schools Grant, which is offset by an additional cost of £42k to the General Fund (identified within existing departmental resources). Deletion of the post of Strategic Lead (School System) is required to ensure the restructure overall delivers savings for the Council.

6. Implications for the Business, Growth & Infrastructure Department

- 6.1 As set out above, the implementation of the new structure for Children and Young People will see the transfer of responsibility for the development and delivery of major school capital programmes to the BGI Department. The programme has a current value of circa. £12m and, given this scale, it is critical that sufficient oversight and support is given to this programme. This work will operationally managed by a new Major Projects Manager who reports directly to the Assistant Director (Regeneration Delivery) to replicate the model used for other major development works with the Assistant Director providing strategic leadership and oversight and coordination as part of the overall capital programme.
- 6.1. Alongside the above, the Assistant Director (Regeneration Delivery) has recently taken on a broader role in relation to housing growth and development, as part of the dispersal of the responsibilities of the former Director of Housing as agreed by Cabinet in November 2023.
- 6.2 In recognition of the above changes the job description for the Assistant Director (Regeneration Delivery) has been revised and re-evaluated. Following this, the proposal is that this role is redesignated as Director of Regeneration Delivery and reg-graded from Chief Officer Band D (£83,865-£90,992) to Director of Regeneration and Project Delivery (Chief Officer Band E, £93,102 - £101,596). The additional cost of £14,135 (inclusive of on-costs) will be funded from capital.

Links with the Corporate Priorities:

The proposals will support the delivery of a stable and sustainable management structure for the Department, positioned to deliver the Departmental Improvement Plan and support the wider development of the local education system.

Equality Impact and Considerations:

All matters in relation to this decision are considered in accordance with the context of the Procedural Agreement Relating to Departmental Restructuring and Fundamental Changes to the Employment Contract (Appendix A of Local Condition of Service) and Employee Consultation Toolkit.

Environmental Impact and Considerations:

There is no Environmental impact associated with this decision.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
Insufficient management capacity to deliver key Education & Skills objectives	<p>Significant planning activity to ensure responsibilities of Strategic Lead (School System) can be transferred and absorbed into other areas of the establishment when it is necessary they continue.</p> <p>A delayed leave date of the end of the 2024 calendar year for the Strategic Lead (School System) to ensure strategic deliverables are completed and ensure a smooth handover</p>

Legal Implications:

Members are asked to commend two matters to council, in accordance with the Council's constitution and the Localism Act, all pay matters over £100k require Council approval.

Financial Implications:

The overall effect of the restructure will generate a net saving of £41k. This savings splits into £83k savings to the dedicated schools grant and a cost of £41k to the general fund. However, the £42k cost to the general fund will be met from re-arranging the budget to utilise an ongoing grant which the service receives but has not been factored into the budget.

The severance one-off payment due to the Strategic Lead (School System) of £37,409 will be met from within existing departmental resources (specifically from posts unfilled for the first quarter of the year).

Background papers:

Children's Services Directorate – [Senior Management Restructure \(Cabinet Paper 10th January 2024\)](#)

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

Term	Meaning

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

Document is Restricted

This page is intentionally left blank