

AGENDA FOR CABINET



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To: All Members of Cabinet

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

Dear Member/Colleague

Cabinet

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

Date:	Wednesday, 15 October 2025
Place:	Council Chamber - Town Hall
Time:	6.00 pm
Briefing Facilities:	If Opposition Members and Co-opted Members require briefing on any particular item on the Agenda, the appropriate Director/Senior Officer originating the related report should be contacted.
Notes:	

AGENDA

1 APOLOGIES FOR ABSENCE

2 DECLARATIONS OF INTEREST

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

3 PUBLIC QUESTION TIME

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

Notice of any question must be given to Democratic Services by midday on Monday, 13th October 2025. Approximately 30 minutes will be set aside for Public Question Time, if required.

4 MEMBER QUESTION TIME

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

Notice of any Member question must be given to the Monitoring Officer by midday Friday 10th October 2025.

5 MINUTES *(Pages 5 - 20)*

Minutes from the meeting held on 10th September 2025 are attached.

6 PRESTWICH VILLAGE REGENERATION SCHEME: PHASE 1A (TRAVEL HUB) – PROCUREMENT OF A THIRD-PARTY OPERATOR TO MANAGE THE TRAVEL HUB *(Pages 21 - 32)*

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

7 SCHOOLS FINANCE TEAM PHASED REDUCTION *(Pages 33 - 38)*

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

8 APPROVAL TO AWARD THE CONTRACT FOR CLEANING AND JANITORIAL PRODUCTS *(Pages 39 - 48)*

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

9 APPROVAL TO AWARD THE CONTRACT FOR THE MANDATED DRUG AND ALCOHOL PREVENTION, TREATMENT AND RECOVERY SERVICES (ADULTS AND CHILDREN, YOUNG PEOPLE AND FAMILIES LOTS) IN BURY, SALFORD, AND TRAFFORD *(Pages 49 - 56)*

Report of the Cabinet Member for Adult Care, Health and Public Service Reform is attached.

10 CARE AT HOME – REQUEST FOR CONTRACT EXTENSION AND RE-TENDER *(Pages 57 - 82)*

Report of the Cabinet Member for Adult Care, Health and Public Service Reform is attached.

11 POLICY AND PROCEDURE – ENFORCED SALE *(Pages 83 - 136)*

Report of the Cabinet Member for Housing Services is attached.

12 HOUSING MAJOR WORKS PROGRAMME 2025/26 - PART A *(Pages 137 - 142)*

Report of the Cabinet Member for Housing Services is attached.

13 SURESERVE COMPLIANCE NORTHWEST CONTRACT EXTENSION *(Pages 143 - 146)*

Report of the Cabinet Member for Housing Services is attached.

14 DEMOLITION OF GARAGES AT HAWK CLOSE *(Pages 147 - 152)*

Report of the Cabinet Member for Housing Services is attached.

15 MINUTES OF ASSOCIATION OF GREATER MANCHESTER AUTHORITIES / GREATER MANCHESTER COMBINED AUTHORITY *(Pages 153 - 160)*

To consider the minutes of meeting of the Greater Manchester Combined Authority held on 26 September 2025.

16 URGENT BUSINESS

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

17 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.

18 HOUSING MAJOR WORKS PROGRAMME 2025/26 - PART B *(Pages 161 - 170)*

Report of the Cabinet Member for Housing Services is attached.

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Minutes of: CABINET

Date of Meeting: 10 September 2025

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

Also in attendance: Councillors S Arif, R Bernstein, M Rahimov and M Smith

Public Attendance: Six members of the public were present at the meeting.

Apologies for Absence: Councillor J Rydeheard

CA.24 APOLOGIES FOR ABSENCE

Apologies were received from Councillor Jack Rydeheard, and Councillor Shabaz Arif was attending as his substitute.

CA.25 DECLARATIONS OF INTEREST

Councillor Alan Quinn declared an interest by virtue of him being a Board Member of City of Trees.

CA.26 PUBLIC QUESTION TIME

A written question regarding street trees had been received by a member of the public, Paul Brierley, who was unable to attend and as such Members agreed that a written response to his question would be sent.

The following question was asked by a member of the public, Daniel Jacobs:

This question is for Lynne Ridsdale. Given that the Council has recently had a strike against them from the ICO for breaching the Freedom of Information Act from my May Subject Access Request, and we are currently 19 days overdue on my second Subject Access Request, I just wanted to check – is it you who is personally responsible for this breach and do you intend to do anything about it?

Jacqui Dennis, Director of Law and Governance responded that an extension has been applied to the most recent SAR and the deadline response date is 22 September. That extension is to allow officers to make sure they're collating all the information that has been requested and we will respond within that timescale.

In response to a request for clarification, Ms Dennis responded that as senior officer for this area, she has responsibility and it was her understanding that the extension was applied and the new date was 22 September.

The following question was asked by a member of the public, Ella Partridge:

Mrs Ridsdale another question for you. I note that Liverpool Council recently received an ICO enforcement notice after three strikes. Bury is now heading towards multiple

strikes of its own. What concrete steps are you putting in place to ensure that this Council complies with the Freedom of Information Act going forward?

Lynne Ridsdale, Chief Executive, gave assurances that the Council works closely with the ICO, and takes information governance seriously. She apologised for the frustration felt with timescales; the Council processes a lot of data and you have raised a number of complex issues which we are trying to deal with properly and completely. Over the last few years and in partnership with the ICO we've implemented more structure around information governance. We have a range of officer leads that pick this up, we have a data protection officer, we have Jacqui Dennis as SIRO (Senior Information Risk Owner), we have established internal boards with frameworks that work across information governance, and we've stepped that up significantly over the last couple of years including recent changes where we've built in additional governance which is now being reviewed to ensure real-time visibility of our performance. So we are across it, we do our very best, and we will ensure that we get back to Mr Jacobs by 22 September.

The following question was asked by a member of the public, Rebecca Partridge:

Who was the actual ultimate signatory from the Council who signed the Pinfold Lane Library off and when was the title deed signed?

Lynne Ridsdale advised that specifics for that were not to hand but would be emailed to Ms Partridge within 5 working days.

The following question was asked by a member of the public, Ryan Sidle:

Dear Mr O'Brien, against a backdrop of spiralling debt at Bury Council, how can residents have confidence in this Council's handling of multimillion pound land disposals when it can't even handle the basic public duties on data access?

The Leader responded that the Council's debt is not spiralling, it is part of an organised programme of investment in the borough. All of those decisions have been made openly and transparently on a variety of different occasions at both Cabinet and Council, Budget Council in particular, and all of which is under the scrutiny of our external auditors and national bodies. There are no issues around our debt management. Debt has increased, as seen in many Councils, but that has been planned and is deliberately so in order to invest in our areas, grow them, and ensure they are thriving. Where we do have challenges around responding to FOIs or SARs that is, as outlined tonight, part of our improvement efforts to ensure that is done within the timescales and to everybody's satisfaction. Ultimately though, this Council has had lots of scrutiny over the last few years as we seek to drive improvement aspirations forward and I'm pleased to say that on many occasions the Local Government Association, who have done peer reviews, and others who have looked in on those efforts (not least tonight we will hear about Ofsted's view of our Children's Services) we are seeing those improvements. So I hope that residents will have confidence that, whilst there are always ways in which we could do better, that we make mistakes, and we're not perfect, they can be assured that things are improving here at the Council.

A written question regarding debt had been received by Councillor Donald Berry, who was unable to attend and as such Members agreed that a written response to his question would be sent.

The following question was asked by Councillor Miriam Rahimov:

I wanted to ask a question about the development consent order that national highways submitted and has gone through. For many years Besses Councillors have campaigned to improve the Haweswater tunnel under the M60 and make it fit for purpose. We've managed to get the Secretary of State to support our call for National Highways to do something about it. Good news is now that work has been approved and is going to go ahead, can I ask has our hard work paid off and will something actually finally be done about the tunnel?

Responding, the Leader thanked the Councillor for her question and for the campaigning from herself and her Ward colleagues. There was a broad consensus that J18 and Simister Island improvements were an opportunity to look at wider parts of the infrastructure that will make it easier, safer and convenient for our residents, particularly those in Besses but also connections through to other parts including Prestwich. I want to provide a 'hot off the press' update – as you will know we as a Council have lobbied for this and made representations at examination stage, along with a letter of support from myself. I can now advise that the improvements will be required and included as part of that approval. A really good success story for the area around the tunnel. In the decision letter, paragraphs 111-112 deal with this and I'm more than happy to share that. It's something to celebrate and hopefully when the work is carried out residents will be happy with the improvements.

Councillor Rahimov thanked officers for their work in achieving this alongside Councillors.

CA.28 MINUTES

It was agreed:

That the minutes of the meeting held on 9 July 2025 be approved as a correct record.

CA.29 2025/26 CORPORATE PLAN - QUARTER ONE UPDATE

The Deputy Leader and Cabinet Member, Finance and Transformation presented a report providing a quarter one update on progress against the Corporate Plan. This demonstrated delivery and was subject to continued refinement to best monitoring impact. In response to Member questions, it was noted that Team Bury objectives reflected the work of all partners in Bury while this report focussed on the Council's efforts. Delivery was demonstrated from the Council but impact was not necessarily linear or guaranteed and would require a longer timeframe, combined efforts from all partners, and the right monitoring metrics.

Decision:

Cabinet noted the update on progress against the Corporate Plan 2025/26.

Reasons for the decision:

To enable transparency and robust monitoring of performance and delivery of the Corporate Plan.

Alternative options considered and rejected:

Not applicable.

CA.30 2025-26 Q1 FINANCE POSITION

The Deputy Leader and Cabinet Member, Finance and Transformation presented a report providing the 2025/26 forecast revenue outturn (including an overspend of £4.148m), forecast savings position, forecast capital outturn position, forecast Collection Fund position and forecast for the Housing Revenue Account (HRA) position as at 30 June 2025, and the Prudential Indicators as at quarter 1. In response to Member questions, it was noted that the Council had demonstrated a strong track record over the last 12-18 months of achieving the target savings and internal frameworks were in place to provide assurance of savings moving forwards.

With regards to the non-service specific underspend, this related to treasury management with a higher than budgeted income and lower than budgeted capital financing costs resulting from the slippage in the capital programme. In response to a question regarding borrowing, it was noted that the treasury function looked at where best value could be achieved, evaluating opportunities to restructure financing where interest rates were changing and aligning with the medium term financial strategy as set in February. With regards to which Approved in Principle schemes were yet to be incorporated into the In-Progress Programme, this information was not to hand and would be circulated after the meeting. Members also discussed the underachievement of savings owing to delayed implementation of restructures, and noted that these transformations were now being monitoring through internal assurance boards and HR processes were being reviewed. Finally, in relation to highways budgets, it was noted that this was broader than just resurfacing, and these budgets were usually fully spent by the end of the year.

Decision:

Cabinet:

1. Noted the 2025/26 forecast revenue outturn position as at 30 June 25 of a £4.148m overspend (1.74%) against a net budget of £238.257m;
2. Noted the 2025/26 forecast savings position as at 30 June 2025 of a forecast underachievement of £0.441m (-3.9%) against an agreed target of £11.344m;
3. Approved the in-year updates to the capital programme, revising the capital delivery programme for 2025/26 to £132.095m which will form the basis for future in-year monitoring and reporting of performance;
4. Noted the 2025/26 forecast Collection Fund Position as at 30 June 2025 of a surplus of £1.627m of which £1.563m relates to Bury's share; and
5. Noted the Prudential Indicators as at quarter 1.

Reasons for the decision:

To update members on the Council's budgetary position and actions taken or being taken to ensure budgetary targets are achieved. This report is in accordance with the Council's financial procedure regulations.

Alternative options considered and rejected:

Not applicable.

CA.31 2024/25 TREASURY OUTTURN REPORT

The Leader and Cabinet Member for Strategic Growth presented a report outlining the financial position and providing an update on the Treasury Management function throughout 2024/25. In response to Member questions regarding the flexibility of investment periods, it was noted this depended on the terms of the investment vehicle and the required liquidity of assets.

Decision:

Cabinet noted and approved for onward submission to Council on 17 September 2025, the:

- Treasury Management 2024/25 Outturn Report.
- 2024/25 Prudential and Treasury Indicators.

Reasons for the decision:

It is a requirement of the CIPFA Code that the Council receives an annual Treasury Management Outturn Report. It should be noted that the Council met all its Prudential Indicators relating to Treasury Management in financial year 2024/25.

Alternative options considered and rejected:

Regular reporting to members on the Council's Treasury Management arrangements, controls and performance forms a key element of its overall governance and financial administration. Given this, no alternative options were considered when preparing this report.

CA.32 OFSTED STANDARD INSPECTION OF CHILDREN'S SERVICES IN BURY

The Deputy Leader and Cabinet Member for Children and Young People presented a report summarising the result of the recent Ofsted inspection of Children's Services and the resulting change in the type and frequency of future inspections. The Ofsted outcome was a move from the previous overall judgement in November 2021 of 'inadequate' to a new judgement that services 'require improvement to be good'. Members noted that the report praised the progress made and graded the leadership provided by the council and within Children's Services as 'good'.

Councillors extended their thanks to officers for their work, in particular senior officers Lynne Ridsdale and Jeanette Richards, as well as the cross-party support of the Children's Improvement Board, Children and Young People Scrutiny Committee and Members more widely. Councillor Smith was also thanked for her passion and leadership as Cabinet Member. In response to Member questions, Councillor Smith advised that the outcome would hopefully give staff confidence to know we were on the right track and the validation to keep going. It was noted that the action plan would come before Children and Young People Scrutiny Committee at their next meeting, and was underpinned by service plans. Quarterly meetings with the DfE would continue along with a yearly inspection programme.

Decision:

Cabinet noted the outcome of the recent Ofsted inspection of Children's Services and the time-horizon for future engagement.

Reasons for the decision:

N/A

Alternative options considered and rejected:

N/A

CA.33 ADULT SOCIAL CARE PERFORMANCE QUARTER ONE REPORT 2025/26

The Cabinet Member for Adult Care, Health and Public Service Reform presented a report outlining the delivery of the Adult Social Care Strategic Plan, preparation for the new CQC Assessment site visit on the week commencing the 6th October, and reporting on the department's performance framework for Quarter 1. In response to Member questions, it was noted that 12 officers were coming through the workforce over a 2-year period and would contribute to the wider department. With regards to overdue reviews, this was cyclical in nature and in line with other authorities. Delays were reducing, owing to investment in the reviewing team, but work was ongoing in this area to make further improvements.

Decision:

Cabinet noted the report.

Reasons for the decision:

N/A

Alternative options considered and rejected:

N/A

CA.34 RE-TENDER OF SUPPORTED LIVING CARE SERVICES FOR PEOPLE WITH LEARNING DISABILITIES AND/OR AUTISM

The Cabinet Member for Adult Care, Health and Public Service Reform presented a report which sought permission to start the process to procure a new Supported Living contract in Bury, ultimately replacing existing contracts. In response to Member questions, it was noted that the law mandated that Councils give choice of provision which resulted in a number of out of borough placements. With regards to the large number of private care providers, this reflected the need for a diverse and vibrant market to ensure service quality was not dependent on a small number of providers. Members also discussed the long timescale and the plans to co-produce the service specification in parallel with public consultation, noting that this enabled feedback to be received, converted into an easy to read format, and taken back for public review. This meant the service specification could be produced incrementally, necessitating a long timescale which was reflected in the report.

Decision:

Cabinet agreed that:

1. The Commissioning Team follow the timeline outlined and complete consultation, engagement, and co-production of a service specification;
2. The tender for Supported Living be put to the market, as per procurement rules and support; and
3. Cabinet receive the results of the invitation to tender and award the contract between July-November 2026.

Reasons for the decision:

The re-procurement and timeline will afford commissioners the opportunity to complete comprehensive engagement with key stakeholders on a new model for Supported Living. We will run workshops with partners and professionals to understand what works well currently and whether there are opportunities to do things differently, and we will engage with residents and families, not only people who use the service, but also the Bury People First (our co-production network). Commissioners will co-produce a new service specification and model with key stakeholders.

Alternative options considered and rejected:

The option to “do nothing” and not follow the process and timeline will mean missed opportunities for the change, improvement, and innovation which supports the delivery of a new Supported Living model, which makes sure that people are given the best possible opportunity to progress and achieve independence.

CA.35 IMPLEMENTATION OF LIVE WELL IN BURY

The Cabinet Member for Adult Care, Health and Public Service Reform presented a report regarding the implementation of the GM Mayoral Live Well Programme in Bury and an opportunity to implement a Live Well Centre in Whitefield. In response to Member questions, it was noted that Whitefield had been chosen owing to the general lack of voluntary sector, town centre or leisure provision, as well as the level of inequality in the area and subsequent impact on life chances. With regards to cost, it was noted that GM Live Well transition funding of £676k would be split 50:50 with the VCSE, with the Council's half funding the refurbishment and backlog of maintenance on the site. An additional £100,000 had been identified in the Council's MTFS to address operational capacity and building management, which would ultimately be taken over by the voluntary sector groups working out of the building.

Decision:

Cabinet:

1. Noted the principles of the GM Live Well programme and recognise the solid foundation for it to land in Bury given the work on integrated team working in 5 neighbourhoods and in strengths-based working and community capacity recognition;
2. Supported in principle the deployment of the Ark building in Whitefield as the Live Well ‘flagship’ live well centre in the borough by March 2026 as the first phase of delivering the GM live well commitment of a live well centre in every neighbourhood by 2030;
3. Noted that GM Live Well transition funding of £676k is to be split 50:50 with the VCSE and to approve the £338k transfer to Bury Voluntary and Community Faith Alliance (Bury VCFA) to convene the VCFSE component of the scheme

including in the first instance increasing community capacity and resilience in order to for instance take on building operation;

4. Agreed a call on the council component of the funding will be backlog maintenance and initial refurbishment to bring the building back into use; and
5. Noted a potential requirement for the Council to underwrite building management function for up to 3 years, up to £100k per annum, until the community capacity is in a position to take on the operation of the building, based on evidence and assurance of financial viability.

Reasons for the decision:

The recommendations would allow Bury to be fully compliant with the terms of the GMCA/NHS GM grant allocation to deliver an exemplar Live Well centre in the borough, as a first phase of the Live Well commitment to have a Live Well centre in every neighbourhood and would be a major manifestation of LET'S Do It! principles in Whitefield.

Alternative options considered and rejected:

The alternative option considered was to use the Live Well funding to provide a broad level of support in each of the 5 neighbourhoods. This is rejected because it will not deliver a substantial Live Well centre as required by the terms of the grant. It is also noted that there are live programmes in each of the 4 other neighbourhoods that have potential to deliver a Live Well centre – for example in the Radcliffe hub and in the Prestwich development. There is a unique opportunity in Whitefield to bring a currently disused council building back to life.

CA.36

GINNEL BETWEEN MALTON AVENUE/SAWLEY AVENUE, WHITEFIELD. PUBLIC SPACES PROTECTION ORDER (ALLEY-GATES) - PART A

The Leader and Cabinet Member for Strategic Growth presented a report outlining an application for an Alley Gating Public Spaces Protection Order (PSPO) for the Ginnel between Malton Avenue/Sawley Avenue, Whitefield owing to criminal activity and anti-social behaviour.

Decision:

Cabinet approved the Alley Gating Public Spaces Protection Order annexed to the report.

Reasons for the decision:

The reason for the recommendation regarding the closure of this ginnel is due to several incidents of serious violent crime that have occurred in the ginnel. The most serious incident being the loss of a life due to an individual being stabbed with a knife. There are multiple reports of Anti-Social behaviour, drug use, and a general fear of using the area from the local residents.

Alternative options considered and rejected:

The alternative options that were considered but rejected were:

- Civil Injunction - A Civil Injunction is an order that could be considered to deal with a certain individual that is causing harassment, alarm, or distress. This is a highly effective tool in most instances and if applied to this situation it could be useful to remove a prolific offender. However, this would only apply to the

individual in question, meaning that other people causing the issues raised within this report would be able to continue and the same work would have to be repeated for each individual.

- Community Protection Notice (CPN) - A Community Protection Notice was designed and implemented in 2014 to help assist with such issues that cause harassment, alarm, and distress within the community. This option was a viable option at the beginning of this, however, as with the Civil Injunction this is an action that can only be used towards an individual and not to tackle a collective problem.
- Acceptable Behaviour Contract (ABC) - An ABC is a low-level intervention that will still be used alongside the PSPO if these recommendations are approved. This is a non-enforceable contract between Bury Council and an individual which is voluntarily agreed. It is a way of an individual working with the Council to avoid any further actions being taken. Due to the nature of the issues, it was felt that this tool was low level, and they are needed more serious intervention re. a PSPO.

CA.37 ANNUAL COMPLAINTS PERFORMANCE AND SERVICE IMPROVEMENT REPORT 2024/25 AND SELF ASSESSMENT

The Cabinet Member for Housing Services presented a report presenting the self-assessment against the Housing Ombudsman's Complaint Handling Code and the Annual Complaints Performance and Service Improvement Report for approval. This included a summary of areas of complaints, Ombudsman rulings, and the resulting changes and training.

In response to Member questions, it was noted that staff training, new complaint handlers, and improvements to ongoing monitoring were now in place. All comments and outcomes from Ombudsman rulings were implemented, with complaints being seen as opportunities to learn and improve the service. With regards to repairs, a review was underway on how these were carried out to ensure jobs are completed first time, including training provided to the Asset Management team regarding tenant profiles.

Decision:

Cabinet:

1. Approved the annual self assessment against the Complaint Handling Code; and
2. Approved the Annual Complaints Performance and Service Improvement Report.

Reasons for the decision:

It is a requirement of the Housing Ombudsman Complaint Handling Code that we carry out a self-assessment against the code and produce an annual report on our complaints' performance and service improvement. As part of the code it is a requirement that both are approved by the governing body of the landlord and then submitted to the Housing Ombudsman along with the governing body's response to the report.

Alternative options considered and rejected:

None.

CA.38 HOUSING MAJOR WORKS PROGRAMME 2025/26 - PART A

The Cabinet Member for Housing Services presented a report which sought formal approval of several contract awards with contract extensions for window and door fittings which form part of the Housing Major Works Programme. In response to Member questions, it was noted Procure Plus was the recommended framework and the use of local suppliers secured additional social value for communities as part of contract delivery.

Decision:

Cabinet:

1. Approved contract award to WRPS Ltd for fitting of windows and doors and associated works to be carried out to Council properties on several estates in the south of the Borough for one year for the value of £535,485.78. Dependent upon performance and at current pricing, there is the option to extend the above contract for a further 12 months, at no more than 50% of the original contract value;
2. Approved contract award to A Connolly Ltd for fitting of windows and doors and associated works to be carried out to Council properties on several estates in the south of the Borough for one year for the value of £662,432.70 Dependent upon performance and at current pricing, there is the option to extend the above contract for a further 12 months, at no more than 50% of the original contract value;
3. Approved a supply agreement award to Nova Ltd for supply of replacement windows and doors to be fitted by WRPS Ltd, recommendation 2.1 above to a value of £401,383.09; and
4. Approved a supply agreement award to Nova Ltd for supply of replacement Windows and Doors to be fitted by Connolly Ltd recommendation 2.2 above, to a value of £424,010.00.

Reasons for the decision:

A key regulatory requirement for Housing is to ensure all Bury Council homes are maintained, as a minimum, to the Decent Home Standard. A key expectation of the Regulator for Social Housing is that all our homes are of good quality, well maintained and safe homes for tenants and comply with the Decent Homes Standard.

Alternative options considered and rejected:

- Do nothing: These works will enhance the physical appearance, energy efficiency and security of council homes across the Borough and will be welcomed and valued by residents. Maintaining homes to at least the Decent Homes Standard is a regulatory requirement, and the Council would quickly become non-compliant with the Home Standard part of the Regulatory Requirements if these works were not brought forward
- Deliver Inhouse: These are major contracts, and we lack the capacity by the in-house contractor.

- Open Tender: This option was considered and is a possibility. However, this would involve a significantly extended procurement process in both time and cost.

CA.39 SIX TOWN HOUSING RECOMMENDATION - PART A

The Cabinet Member for Housing Services presented a report providing a review of the options regarding the future of Six Town Housing Limited (STH) as an entity owned by Bury Council. Members noted that the recommendation was to close down STH, owing to the commercial and regulatory risks associated with the option to invest. This process would take at least 18 months with a £500k budget from STH reserves and the Housing Revenue Account balance. Members noted that the first step will be to procure advisors for the project management legal and financial due diligence, and any financial decisions such as the options for the assets will be brought back to cabinet for decision and be subject to tenant consultation.

With regards to the regularisation of contracts, the matter was considered prior to the insourcing of management of the housing stock and all matters relating to the contracts will be resolved prior to the dissolution of STH. In response to Member questions, it was noted that all details such as recharging would be worked through as part of the close down process, with reports coming to Cabinet for decision as required.

Decision:

Cabinet approved the “Close Option”, the first step being to procure advisors to provide project management, due diligence, legal and financial advice.

Reasons for the decision:

- The Invest Option entails participating in a specialist accommodation sector which is highly and increasingly regulated, and external providers are more suited to deliver this for Bury. The Council is already able to make use of opportunities to build social and affordable housing without STH via partnerships and potentially via the HRA in the future.
- Whilst STH could fund roles to support its growth under the Invest Option, Bury Housing Services would be responsible for ensuring both the Council (as a social housing provider) and STH each complied with the Regulator of Social Housing’s regulatory framework (since the Council is STH’s sole managing agent).
- After considering the options and mindful of the challenges facing the Council’s own delivery of council housing (and upon consulting with the Council’s senior housing officers and its professional advisors), the Director of Housing takes the view that the commercial and regulatory risks associated with the Invest Option are both too high and difficult to fully quantify when weighed against the potential advantages of that option.

Alternative options considered and rejected:

- Retain Six Town Housing “as is” – The current governance arrangements constitute a regulatory risk as per the Campbell Tickell Report and STH is not realistically a viable proposition based on its current size and remit.

- Invest and grow Six Town Housing – grow Six Town housing to become a specialist housing provider.

CA.40 SIMISTER ISLAND DEVELOPMENT CONSENT ORDER

The Leader and Cabinet Member for Strategic Growth presented a report requesting delegated authority in order to respond to all consultations and engagement as part of the Simister Island Development Consent Order. Members noted the opportunity for improving biodiversity, and the importance that Bury participates fully in the process.

Decision:

Cabinet delegated authority to the Executive Director (Growth) to respond to all consultations and engagement as part of the Simister Island Development Consent Order.

Reasons for the decision:

Without delegated authority it is unlikely that the Council will be able to effectively engage with the DCO process. If responses are not submitted in accordance with the timescales, they cannot be taken into account. Without the requested delegation in place, this could result in a recommendation made to the Secretary of State on the Requirements which does not fully take account of impacts upon Bury.

Alternative options considered and rejected:

- Option 2 – Not to delegate authority. This is not recommended as it is unlikely that the Council would be able to effectively engage with the DCO process.
- Option 3 – Not to participate in the DCO process. This is not recommended as this could result in a recommendation made to the Secretary of State on the Requirements which does not fully take account of impacts upon Bury.

CA.41 APPROVAL TO DIRECT AWARD CONTRACT FOR THE DELIVERY OF FISHPOOL PHASE 2 AND PIMHOLE BEE ACTIVE TRAVEL SCHEMES

The Cabinet Member for Environment, Climate Change and Operations presented a report which sought formal approval to directly award a contract for the delivery of the Fishpool Phase 2 and Pimhole Bee Active Travel Schemes, under the Greater Manchester Highways Alliance Framework (Lot 7), and funded through the Mayor's Cycling and Walking Challenge Fund (MCF) and administered by Transport for Greater Manchester (TfGM).

In response to Member questions, it was noted that 'quiet streets' saw deliberate and physical interventions to prevent cut-through motor traffic while maintaining full access for pedestrians, cyclists, emergency services, and local car parking. They were only introduced where there was legitimate safety concerns and as part of wider schemes taking a neighbourhood approach, rather than isolated infrastructure changes. With regards to public consultation, it was noted that the scheme had started consultation in 2022 and community briefings had been undertaken earlier this year, resulting in a comprehensive assessment. Not all residents would be happy with the proposals but serious consideration had been given. The Leader encouraged Councillors to share continuing concerns, but no significant changes to designs could now be considered.

Appreciation was given to the disruptive nature of roadworks, but these changes were not intended to make traffic worse, they sought to improve safety long term for cyclists and pedestrians, ensuring roads were not used as inappropriate cut-throughs.

Decision:

Cabinet:

1. Approved the direct award of a contract to George Cox & Sons Ltd for the delivery of the Fishpool Phase 2 and Pimhole Bee Active Travel Schemes, in accordance with the terms of the Greater Manchester Highways Alliance Framework; and
2. Authorised Legal to finalise and seal the necessary contract documents to secure the appointment.

Reasons for the decision:

The direct award is permitted under the framework agreement, reducing procurement timescales and ensuring delivery within funding deadlines. George Cox & Sons Ltd has been identified as the highest-ranked contractor for Lot 7, specialising in civil works, ensuring quality and value for money. Delays in awarding the contract may risk funding withdraw and impact the council's reputation with TfGM and the Department for Transport (DfT).

Alternative options considered and rejected:

- Separate procurement for each scheme: This option was rejected as it would duplicate efforts, extend timescales, and increase administrative costs.
- Not proceeding with the schemes: This option was rejected as it would result in the loss of MCF funding and missed opportunities to improve active travel infrastructure.

CA.42 APPOINTMENTS UPDATE

The Cabinet Member for Customer Service, Communications and Corporate Affairs presented a report which set out amendments to appointments made by Council as a result of political proportionality changes.

Decision:

Cabinet noted the amendments to the Annual Appointment Report appointments made since the Annual Meeting of Council as set out in the Appendices.

Reasons for the decision:

N/A

Alternative options considered and rejected:

N/A

CA.43 MINUTES OF ASSOCIATION OF GREATER MANCHESTER AUTHORITIES / GREATER MANCHESTER COMBINED AUTHORITY

It was agreed:

That the minutes of the AGMA Executive Board Greater Manchester Combined Authority meetings held on 27 June 2025 be noted.

CA.44 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.45 GINNEL BETWEEN MALTON AVENUE/SAWLEY AVENUE, WHITEFIELD. PUBLIC SPACES PROTECTION ORDER (ALLEY-GATES) - PART B

The Leader and Cabinet Member for Strategic Growth presented the Part B appendix.

Decision:

Cabinet approved the Alley Gating Public Spaces Protection Order annexed to the report.

Reasons for the decision:

As set out for the Part A report.

Alternative options considered and rejected:

As set out for the Part A report.

CA.46 HOUSING MAJOR WORKS PROGRAMME 2025/26 - PART B

The Cabinet Member for Housing Services presented the Part B report containing the full financial information.

Decision:

Cabinet:

1. Approved contract award to WRPS Ltd for fitting of windows and doors and associated works to be carried out to Council properties on several estates in the south of the Borough for one year for the value of £535,485.78. Dependent upon performance and at current pricing, there is the option to extend the above contract for a further 12 months, at no more than 50% of the original contract value;
2. Approved contract award to A Connolly Ltd for fitting of windows and doors and associated works to be carried out to Council properties on several estates in the south of the Borough for one year for the value of £662,432.70 Dependent upon performance and at current pricing, there is the option to extend the above contract for a further 12 months, at no more than 50% of the original contract value;
3. Approved a supply agreement award to Nova Ltd for supply of replacement windows and doors to be fitted by WRPS Ltd, recommendation 2.1 above to a value of £401,383.09; and

4. Approved a supply agreement award to Nova Ltd for supply of replacement Windows and Doors to be fitted by Connolly Ltd recommendation 2.2 above, to a value of £424,010.00.

Reasons for the decision:

As set out for the Part A report.

Alternative options considered and rejected:

As set out for the Part A report.

CA.47 SIX TOWN HOUSING RECOMMENDATION - PART B

The Cabinet Member for Housing Services presented the Part B appendix, noting that Members' queries could be answered once the process was underway.

Decision:

Cabinet approved the "Close Option", the first step being to procure advisors to provide project management, due diligence, legal and financial advice.

Reasons for the decision:

As set out for the Part A report.

Alternative options considered and rejected:

- As set out for the Part A report.

COUNCILLOR E O'BRIEN

Chair

(Note: The meeting started at 6.00 pm and ended at 8.21 pm)

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Classification: Open	Decision Type: Key
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Report to:	Cabinet	Date: 15 October 2025
Subject:	Prestwich Village Regeneration Scheme: Procurement of a Third-Party Operator for Phase 1A (Travel Hub)	
Report of	Leader and Cabinet Member for Strategic Growth	

Summary

- 1.1 Cabinet approved capital funding to deliver the Prestwich Travel Hub facility on Fairfax Road on the 16th July 2024. Permission to appoint a main contractor to deliver the project was secured from Cabinet on the 4th December 2024. Following consideration of available options for managing the Travel Hub once built; officers now seek approval for a recommended operating model and strategy for procurement to acquire a Travel Hub operator.
- 1.2 Following consideration of appropriate options, officers recommend the procurement of an external travel hub operator to manage the Prestwich Village Travel Hub. Subject to further soft market testing, the Council will need to enter into at least a three-year management agreement. Over this period, it is estimated that the contract will exceed £500,000 which constitutes a Key Decision.
- 1.3 The report outlines estimated costs of the two available operating models for management of the Prestwich Travel Hub. These include the use of an external third-party operator or the management of the hub internally within the Council structures.
- 1.4 The report outlines that the use of an external operator represents better value for money to the Council. This is because the operation of off-street car parking facilities of the scale proposed at Prestwich is not currently a core function of the Council. The Authority does not currently operate similar facilities and as such, will need to invest in the relevant staffing and infrastructure to deliver this new model. Given that private sector external operators operate numerous similar facilities at greater scale, external advice suggests that they are able to secure a lower unit cost of operation and a more responsive service.
- 1.5 Officers recommend a two-stage process for acquisition of a travel hub operator. This would entail a process of initial soft market testing by way of an Expression of Interest to ascertain level of interest and compare commercial management models in further detail. The process will also identify the most effective procurement route to market which will likely include use of a recognised procurement framework.
- 1.6 The Prestwich Travel Hub building will be owned by Bury Council as a commercial asset. Under the current Council structure, this asset will be

managed via the Land & Property Service within the Place Directorate alongside the wider commercial portfolio.

- 1.7 The Prestwich Travel Hub is under construction and completion of the building is expected July 2026. It is essential that an operator for the facility is sourced in the next 4 months to enable them to contribute to the final car park and facilities specification and prevent abortive activity.
- 1.8 Upon completion of a procurement process to acquire an external operator, officers will bring a further report before Cabinet to approve the appointment.

Recommendation(s)

It is recommended that Cabinet:

- 2.1 Approves the recommended operations management model for the Prestwich Travel Hub. This is the use of an external, specialist travel hub operator.
- 2.2 Approves the undertaking of a two-stage procurement process for appointment of an external operator for the Travel Hub covering an initial soft market testing process followed by an external competitive procurement in-keeping with the Council's Contract Procedure Rules. This will likely include the use of a relevant procurement Framework.
- 2.3 Approves the management of the Prestwich Travel Hub asset within the Bury Council Commercial Asset Portfolio by the Land & Property Service, with support from Parking Services.
- 2.4 Approves the Director of Regeneration & Project Delivery in consultation with the Council's Procurement service to agree the preferred route to market.

Reasons for recommendation(s)

- 3.1 That Members note the advice that the use of a third-party external operator for the Prestwich Travel Hub represents the best value for money for the Council for the reasons outlined in the body of the report.
- 3.2 Procurement of a travel hub operator to be carried out under a competitive process governed by the Public Contract Regulations 2015 (PCR 2015) and Procurement Act 2023. It is common practice to access compliant procurement frameworks to streamline the procurement process.
- 3.3 A travel hub operator should be appointed as soon as possible in the construction delivery process to enable them to contribute to final stage design. A delay in procuring the operator risks delays to the construction delivery programme or abortive work. It is crucial that there is also influence to the final operational requirements and to avoid unnecessary additional costs.
- 3.4 Commercial assets are currently the responsibility of the Council's Land & Property Service, and it is appropriate that the Prestwich Travel Hub be added to this management portfolio.

Alternative options considered and rejected

- 4.1 Officers have considered the financial and operational implications of managing the Prestwich Travel Hub 'in-house' within the Parking Services team of the Council. This option represented a higher cost than the use of an external operator.
- 4.2 The Parking Services team currently has no experience of managing travel hub type facilities and has limited opportunities to secure economies of scale in the supply chain/operationally compared to external parties.

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Background

- 5.1 The Prestwich Travel Hub represents the first phase of development of the Prestwich Village Regeneration scheme. The facility will provide over 300 car parking spaces, facilitating wider development of Prestwich town centre. This development will include over 200 homes, new public realm, retail, markets and community facilities. The Travel Hub is under construction following successful design and planning activities and will be completed July 2026.
- 5.2 The facility is being delivered via the Prestwich Regeneration LLP Joint Venture (JV) vehicle, with the construction project under supervision by the Council's JV partner Muse Places LLP.
- 5.3 The Council has two options for the operational management of the Prestwich Travel Hub. These are:
 - 1. To appoint an external party to manage the travel hub on behalf of the Council, utilising specialist skills and experience and the external supply chain.
 - 2. To manage the travel hub in-house within the Parking Services team.

Use of an external operator

- 5.4 Numerous external travel hub/car parking operators exist within the regional marketplace, with some already operating within the private sector in Bury. Such operators operate on the basis of management agreements or leases with an expected term of 3 to 5 years being the norm.
- 5.5 The Council has carried out high level financial modelling of direct operating costs and overheads for running the Prestwich Travel Hub with the support of an external parking consultant. This work has facilitated a direct comparison between external and in-house operational costs which are outlined in Table 1 below.

Table 1: Estimated operational costs: Prestwich Travel Hub

Cost Description	External Operator £000's	Bury Council £000's	Notes
Direct Labour	120	266	<i>Bury Council operating model requires 5 FTE</i>
Rates	21	21	
Insurance	7	7	
Maintenance (building)	7	7	
Maintenance (systems)	7	7	
Maintenance (planned/preventative)	12	12	
Energy	20	20	
Cleaning	5	5	
Cash/card transaction costs	13	13	
Sundry expenses (e.g. tickets)	5	5	
Overheads	24	42	<i>Based on 10% (national average) consolidated estimated cost</i>
Operator Management Fee	25	0	
Surface water drainage	9	9	
Asset management cost (to the Council)	16	0	
Emergency response	0	50	
Total	291	464	

- 5.6 There is a £173k annual difference in operational costs in favour of an external provider based on this modelling activity. Overhead figures are based on industry averages to facilitate direct comparison. In practice, Council overhead burden is likely to be higher once apportionment is finalised.
- 5.7 The biggest difference between an internal and outsourced model is that of direct labour cost. This is because, to safely operate the facility the Council will need to invest in both additional operational (Parking Services) and security response staff to enable a 24-hour response. The Council does not currently operate any similar facilities and will therefore have to invest in the infrastructure from scratch. As external operators already hold this infrastructure at scale, they are able to offer a reduced unit cost in terms of

direct labour as this resource is able to be apportioned over a greater number of facilities.

- 5.8 All costs associated with an external car park operator will be recovered from car parking income collected in the Prestwich Travel Hub, with surplus income assigned to the Highways (Parking) Service. This would also be the case for internal operation, however the cost differential between the two models indicates that an outsourced facility would provide a greater surplus of income to the Authority and therefore represents better value for money.
- 5.9 As direct management of the travel hub would be new to the Council, officers have considered wider operational implications of and in-house versus an external operations model. This has identified the following points:
- The Council would need to recruit multiple staff to manage the travel hub facility (most likely 5 FTE). Recent experience in recruitment has suggested that it may be challenging to recruit appropriately skilled staff to operate the facility.
 - The day-to-day management of the Travel Hub would require resources to be available twenty-four hours per day, seven days per week. At present the Council cannot provide sufficient resilience to respond to this requirement without significant additional personnel (as described and costed in Table 1).
 - An established travel hub operator is likely to have a mature supply chain in place and will be able to more cost-effectively respond to operational requirements and one-off incidents common in travel hub facilities.
 - The Council will be able to vary management requirements for the hub more effectively with the use of an external operator. Such requirements are often required in line with operational conditions e.g. less/more security if needed at specific times and external operators are likely to be able to respond more quickly, with limited additional overhead implications to the Council.
 - An external travel hub operator would take on all required facilities management and safety requirements for the facility reducing operational risk to the Council and the associated insurance/other requirements.
 - Travel hub facilities often attract anti-social behaviour which may necessitate a specialist response. An external specialist provider may be better placed to respond to these incidents than a council service.
 - The travel hub will eventually designate and manage a number of spaces for residential purposes upon completion of the wider Prestwich Village development. This is activity that the Council currently has limited experience in delivering.
 - The short-medium term nature of any management arrangement would facilitate returning the travel hub to Council control should resources/skills become available to operate such or if the Council decided to invest in additional, similar facilities in other areas of the borough.
- 5.10 Expertise in oversight of management contract/leasing arrangements of third parties is present in the Council's Land & Property section. As such, officer

resources exist currently to oversee an external travel hub operator. All such agreements are subject to strict performance criteria and KPIs and can be ended where performance or value for money fall below desirable levels.

- 5.11 On the basis of appraisal of the above points and the overall cost differential between external and in-house operation of the travel hub, it is recommended that the Council procure a specialist external party to operate the facility.

Procurement of external travel hub operator

- 5.12 The Council has already secured external advice from a parking consultant as part of the design of the travel hub operational requirements and wider Prestwich Village Regeneration scheme. As the facility is under construction, it has been advised to carry out a soft market testing exercise to establish market interest, operator requirements and which specific commercial model would be most suitable for the Prestwich facility.
- 5.13 Soft market testing will be carried out through an Expression of Interest process and be supported by an established industry expert to ensure that the procurement scope/technical specification is effective, represents value for money and is aligned with wider development aspirations for the Prestwich Village Regeneration scheme. It will also identify available procurement frameworks which will streamline the procurement process and add value.
- 5.14 Use of procurement frameworks is generally preferred by the Council. These are compliant with the PCR 2015 / Procurement Act 2023 and include pre-agreed beneficial terms and legal protections. The use of frameworks can offer lower unit costs or beneficial rates as these are generally competitively procured offering greater demand into the marketplace. Pre-procured frameworks can significantly reduce procurement timescales and reduce required officer resources, both of which are important factors.
- 5.15 The Council's Procurement service will support the scheme and be involved throughout the procurement process including the evaluation of the available frameworks and supporting the correct scope for the project.
- 5.16 The alternative route to market will be an open tender which will take longer to complete. However, this route will also be evaluated and the best solution for the intended purpose implemented.
- 5.17 Early appointment of an external operator will enable them to add benefit and add their design requirements into the scheme at an early stage. Note: provision has been made within the approved £14 million capital cost envelope for the delivery of the Travel Hub for appropriate fit out requirements.
- 5.18 Approval for the preferred route to market will be sought from the Director of Regeneration & Project Delivery in consultation with the Council's Procurement service.

- 5.19 The agreed procurement strategy and route to market will be compliant with the PCR 2015 and the Procurement Act 2023 which came into force on 24th February 2025.

Timescale

- 5.20 The procurement process to select and appoint a third-party operator will commence in accordance with the wider construction delivery timescale of the Prestwich Travel Hub and will be in place before the facility is due to open.
- 5.21 The soft market engagement will commence post Cabinet meeting, pending approval of this report.
- 5.22 Indicative timescales for the procurement process are:
- Soft market engagement and route to market approval (2-3 months).
 - Tender document (1-2 months).
 - Tender release and evaluation (2-3 months).
 - Award and mobilisation (1-2 months).
- 5.23 Subject to approval of the recommendations in this report, early preparatory work has begun to discuss the procurement process and scope/specification of the tender brief. This is to ensure momentum and timescales are met.
- 5.24 It is expected that the procurement process from start (soft market testing) exercise to finish (appointment of third-party operator and contract mobilisation) will take no longer than 4-6 months, including further Cabinet approval.
- 5.25 The delivery of the Prestwich Travel Hub commenced on site 24th March 2025 with expected completion in July 2026. The operator procurement is aligned with this timeline.

Future Opportunities

- 6.1 The Council will keep operator arrangements under regular review in line with contract timescales. As such, the use of an external operator for the Travel Hub facility will be considered against internal operation on a regular basis.
- 6.2 The decision to use external resources is particularly sensitive to scale. As the Prestwich Travel Hub will be the only off-street facility of its nature and economies of scale suggest that the unit cost of operation is better suited at present to the private sector. Should the Council invest in additional, similar facilities this may mean that internal operation becomes better value for money. Regular review of the contract will enable the Council to alter its approach should this become the case.

Social Value

- 6.1 The Prestwich Village Regeneration scheme has a Social Value Vision Statement/Strategy that quantifies the overall Social Value that it has the potential

to bring to the local community in terms of new jobs, additional local spend - as well as the broader social, economic and environmental value benefits. This was previously established alongside Bury Council's Social Value Strategy.

- 6.2 The delivery of the Travel Hub has its own Social Value action plan in line with the above Social Value Strategy.
- 6.3 The procurement of an external operator will include specific Social Value benefits commensurate with the scale of the procurement and aligned to the overall Social Value Strategy of the wider Prestwich Village Regeneration programme.

Links with the Corporate Priorities:

- 6.1 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: Delivery 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 overall redevelopment 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:

- 7.1 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.
- 7.2 The approvals are to seek agreement for a procurement exercise to appoint a third-party operator for the Travel Hub that will be conducted in accordance with the PCR 2015 and the Procurement Act 2023 that came into force on 24th February 2025. This will ensure that a fair, open and transparent process is undertaken.
- 7.3 The agreement for which procurement route to market and which council service is having the client role is an internal matter that would not affect groups of people with protected characteristics.

Environmental Impact and Considerations:

- 8.1 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.

- 8.2 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
Delivery/timescale for carrying out the tender process.	Cabinet approval will enable the procurement process to be undertaken in a timely manner which will lead to a preferred third-party operator quickly being selected.
Lack of third-party operator interest which could be a resource implication for the Council.	The soft market testing exercise will determine interest. There's also confidence in the market that there will be enough interest.
Financial – the cost of having a third-party operator could be challenging.	The approved funding strategy (as per the Cabinet report 16 th July 2024) accounts for the costs.
Reputational – loss of confidence in the Council to procure the third-party operator.	Cabinet approval of tender exercise and delegated powers of approval, alongside support from the JV to bring in a parking expert to support the specification and support from the Council's procurement service.
Operational – the Travel Hub may not be operational without a third-party operator procured and appointed.	The timely undertaking of the procurement process post Cabinet approval will enable the third-party operator to be selected and appointed.

Risk / opportunity	Mitigation
	The operator will have the correct level of resource and expertise.

Legal Implications:

- 9.1 The client department have confirmed Procurement advice is being sought to ensure it is compliant with the Procurement Act. Legal will be consulted in relation to the terms and conditions, if required.

Financial Implications:

- 10.1 Whilst there are no financial implications at this stage, until the procurement process has completed and the award of a contract. The external car park operator costs will be recovered from car parking income collected from the Prestwich Travel Hub.

Appendices:

No appendices are required for this report.

Background papers:

16th July 2024 Cabinet paper: Prestwich Village Regeneration Scheme: Delivery of Phase 1A (Travel Hub) – Legal Structure and Funding Approval (Parts A and B).
<https://councildecisions.bury.gov.uk/documents/s40414/Prestwich%20Village%20Regeneration%20Cabinet%20Report%20July%202024%20Part%20A.pdf>

4th December 2024 Cabinet paper: Prestwich Village Regeneration Scheme: Delivery of Phase 1A (Travel Hub) – Main Works Package (Parts A and B).
<https://councildecisions.bury.gov.uk/documents/s42400/Prestwich%20-%20Phase%201A%20Travel%20Hub%20works%20contract%20Part%20A%20final.pdf>

Prestwich Village Social Value Statement and Prestwich Village Construction Social Value Action Plan.

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

Term	Meaning
Prestwich Regeneration LLP	The Joint Venture company that comprises of Bury Council and Muse Places Ltd that has been established to deliver the Prestwich Village Regeneration scheme.

Term	Meaning
Framework	<p>Frameworks help public sector buyers to procure goods and services from a list of pre-approved suppliers, with agreed terms and conditions and legal protections.</p> <p>Frameworks are often divided into 'Lots' by product or service type, and sometimes by region.</p>
Open tender	A form of procurement that allows any qualified supplier in the market to bid.
Soft market testing	Process of engaging with potential suppliers before you begin buying goods or services for your organisation.
Third-party operator	The outsourcing of a function to an outside company/organisation to ensure (in this case) the efficient management/operation of the Travel Hub for the Council (as the client).
FTE	Full-time equivalent – a unit of measurement used to measure the amount of workforce required. 1 FTE = 37 hours per week.
Social Value	The positive impact the procurement of services/goods has on the economic, social and environmental wellbeing of a local community or area that exceeds financial benefits.
KPIs	Key Performance Indicators.



Classification: Open	Decision Type: Non-Key
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Report to:	Cabinet	Date: 15 October 2025
Subject:	Schools Finance Team Phased Reduction	
Report of	Deputy Leader and Cabinet Member for Finance and Transformation	

Summary

1. Schools in Bury were initially slow to academise, but there has been a significant increase in the rate of conversion over the last 18 months. As of June 2025, there were 32 maintained schools and 52 academies. Further conversions are in the pipeline with dates to be confirmed.
2. The schools finance team deliver the finance SLA to maintained schools and some academies. The senior schools finance officer manages the team, produces the schools budget and completes statutory reporting requirements in relation to schools and the Dedicated Schools Grant.
3. Due to the reduction in workload and loss of SLA income following academy conversions, the proposal is to phase down the schools finance team through accepting voluntary early retirement applications and to incorporate the statutory/residual work into the Children's and Young People Finance Team.

Recommendation(s)

4. Agree the deletions of the following posts within the schools finance team through accepting voluntary early retirement applications, support the payment of voluntary early retirement and capital costs associated and commend this proposal to Council for their agreement:
 - Schools finance officer proposed end date 31 October 2025.
 - Senior schools finance officer proposed end date 30 June 2026.

Reasons for recommendation(s)

5. The proposed phase down approach of reducing the schools finance team is to ensure that the forecast schools buy back SLA income covers the cost of providing the service to maintained schools.

Alternative options considered and rejected

6. None

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Position: Director of Finance

Department: Corporate Core Services

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Background

7. The schools finance team deliver the Finance SLA to maintained schools and some academies. The seniors schools finance officer manages the team, produces the schools budget and completes statutory reporting requirements in relation to schools and the Dedicated Schools Grant.
8. Schools in Bury were initially slow to academise, but there has been a significant increase in the rate of conversion over the last 18 months. As of June 2025, there were 32 maintained schools and 52 academies. Further conversions are in the pipeline with dates to be confirmed.

Year	No. Converted	New Schools	Cumulative No. Academies	Remaining Maintained Schools	Total
2011	1		1	81	82
2012	0		1	81	82
2013	0		1	81	82
2014	2		3	79	82
2015	1		4	78	82
2016	0		4	78	82
2017	5		9	73	82
2018	4		13	69	82
2019	7		20	62	82
2020	5		25	57	82
2021	1		26	56	82
2022	3		29	53	82
2023	4		33	49	82
2024	13	2	48	36	84
2025	4	0	52	32	84
2025 - forecast	5	0	57	27	84
2026 - forecast	10	0	67	17	84

9. Included in the forecast above are:

2025 – Autumn Term

- Two confirmed high school conversions.
- Two primary school conversions, applications already submitted to DfE.
- One further primary school conversion, as indicated by school and Trust.

2026

The five remaining Catholic primary schools to convert May 2026, as indicated by the Trust and five further primary school conversions forecast, based on the recent rate of conversions, and discussions taking place.

Proposal

10. Due to the reduction in workload and loss of SLA income following academy conversions, the proposal is to phase down the schools finance team and to incorporate statutory/residual work into the wider CYP Finance Team.
11. There is opportunity for the schools statutory work to be absorbed within the proposed finance restructure, whilst retaining one school finance officer post to continue to provide finance support to maintained schools that have not converted.

Post	Grade	F.T.E.	Top of Grade £	On-Cost £	TOTAL £
Senior Schools Finance Officer	16	1.00	£53,460	£17,693	£71,153
Schools Finance Officer	12	1.00	£44,075	£14,456	£58,531
Schools Finance Officer	12	1.00	£44,075	£14,456	£58,531
Schools Finance Officer	12	1.00	£44,075	£14,456	£58,531
Schools Finance Support Officer	6	1.00	£25,989	£8,216	£34,205
TOTAL		5.00	£211,674	£69,277	£280,951

12. In addition to the academisations, is the finance restructure & transformation programme, as a result, the senior schools finance officer, 2x schools finance officers and the schools finance support officer will be surplus to requirements over the coming 18 months.
13. The tables below show the forecast schools buy back SLA income reducing and the need to reduce staffing cost, otherwise the service will be unable to recover costs.

Service Level Agreement	2024-25 Actual	2025-26 Forecast	2026-27 Forecast
Full School Finance Support	£246,390	£150,320	£98,900
Basic Reports	£1,920	£1,280	£660
School Bank Accounts	£3,400	£2,650	£1,760
TOTAL	£251,710	£154,250	£101,320

Current Establishment Cost

Schools Finance Team Posts	2024-25 Actual	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast
Schools Finance Officer *	£43,574	£0	£0	£0
Schools Finance Support Officer *	£32,045	£34,205	£0	£0
Schools Finance Officer *	£44,540	£46,825	£0	£0
Schools Finance Officer	£55,252	£58,531	£58,531	£0
Schools Finance Officer	£55,675	£58,531	£58,531	£58,531
TOTAL	£231,086	£198,092	£117,062	£58,531

Schools SLA Over/(Under) Recovery	£20,624	(£43,842)	(£15,742)	
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Proposed Establishment Cost with Phasing Down

Schools Finance Team Posts	Proposed End Date	2024-25 Actual	2025-26 Forecast	2026-27 Forecast	2027-28 Forecast
Schools Finance Officer *	31-Dec-24	£43,574	£0	£0	£0
Schools Finance Support Officer *	30-Sept-25	£32,045	£17,103	£0	£0
Schools Finance Officer *	31-Oct-25	£44,540	£27,314	£0	£0
Schools Finance Officer	31-Dec-26	£55,252	£58,531	£43,898	£0
Schools Finance Officer		£55,675	£58,531	£58,531	£58,531
TOTAL		£231,086	£161,479	£102,429	£58,531

Schools SLA Over/(Under) Recovery	£20,624	(£7,229)	(£1,109)	
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Note:

- One Schools Finance Officer left the Council on the 31 December 2024 and the Schools Finance Support Officer left the Council on the 30 September 2025.
- One schools finance officer post is 0.8 FTE due to secondment to Unison one day per week, however, the substantive post is full-time.

Voluntary Early Retirement

14. Applications for Voluntary Early Retirement, with severance, have been received from two members of the schools finance team, with a further member of staff indicating they would be interested in applying. The proposed end date for each post is shown in the establishment costs tables above.

Financial Implications

15. The proposal is to phase down the schools finance team as set out in the above tables and the estimated exit cost implications are set out below, exit costs will be funded through a combination of the capital pension allowance and the flexible use of capital receipts, acknowledging those exit costs over £100k require Cabinet and Council approval.

Post	Proposed End Date	Estimated Exit Cost	3 Years Salary Cost
Schools Finance Officer	31-Oct-25	£112,729	£175,593
Schools Senior Finance Officer	30-Jun-26	£146,101	£213,459
Schools Finance Officer	TBC	TBC	£175,593
TOTAL		£258,830	£564,645

Links with the Corporate Priorities:

16. These proposals seek to support the Council in ensuring it has the right structure and capacity in place to deliver against the Corporate Plan and LET'S Do It Strategy going forwards.

Equality Impact and Considerations:

17. The proposals do not affect Council policy and are delivered within the scope of the agreed Voluntary Exits Policy which has been subject to a full Equality Impact Assessment.

Environmental Impact and Considerations:

18. No negative impacts identified.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
The proposed changes remove capacity and experience necessary to organisational delivery	The proposed departure dates and future structural arrangements have been designed to mitigate this risk.

Legal Implications:

19. The Supplementary Guidance (Openness and Accountability in Local Pay) supplements the existing pay accountability guidance published in February 2012 made under section 40 of the Localism Act 2011. Requires Local

Authorities to present to Council for approval, details of any severance package paid to an officer where the value of the package exceeds £100,000.00.

Financial Implications:

20. The estimated capital costs of £258,830 will be funded through a combination of the capital pension allowance and the flexible use of capital receipts, that can support redundancy costs where service transformation and financial savings are achieved. There will be no further direct impact on the Council's general fund budget from this decision.
-

Appendices:

None

Background papers:

None

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

Term	Meaning



Classification: Open	Decision Type: Key
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Report to:	Cabinet	Date: 15 October 2025
Subject:	Approval to Award the contract for Cleaning and Janitorial products	
Report of	Cabinet Member for Finance and Transformation	

Summary

1. To seek Cabinet approval to award the contract for Caretaking and Janitorial Cleaning Materials to Alliance.

Recommendation(s)

2. It is recommended that Cabinet approve the award of the Caretaking and Janitorial Cleaning Materials contract to Alliance at a total cost of £640,000 for a period of 2 years (with an option to extend for 2 additional years).

Reasons for recommendation(s)

3. Following a comprehensive tender exercise in collaboration with Oldham Council to ensure best value through increased economies of scale, Alliance was identified as the best value supplier. Their proposal met all technical and commercial requirements and offered the most competitive pricing structure.

Alternative options considered and rejected

4. Continue with the temporary contract, which would be in breach of procurement act.

Use Star procurement and align with the GMCA contract, however this would have increased the cost of the materials creating financial pressure.

Report Author and Contact Details:

Name: David Catterall

Position: Head of Commercial Services

Department: Place

E-mail: d.catterall@bury.gov.uk

Background

5. In 2019, the Greater Manchester Combined Authority (GMCA), led by Bolton Council, undertook a procurement exercise to source a Janitorial and Cleaning supplier for all GMCA local authorities, including Bury.

During this procurement process, Bury Council's services which order cleaning and janitorial products were not consulted, resulting in some items being missed from the list of products used within some council services, including Building Cleaning and Caretaking.

The contract to the value of £315k for Bury was awarded via the GMCA to Arrow Ltd on a 3 + 1 year contract. The Building Cleaning and Caretaking and Admin Buildings were instructed to start ordering from Arrow for all cleaning and janitorial products.

As some paper products and cleaning materials were not included in the GMCA contract, this caused some items to fluctuate in price during the term of the contract.

The contract with Arrow ended in May 2023. As the contract ended, prices increased considerably, therefore a follow up mini competition was held to award a temporary contract. This temporary contract is in place, however, due to capacity issues within the Procurement team, the full tender process was delayed creating risk to the Council.

The contract value due to price increases and inflation has increased to £640,000 over the time period of the contract 2 years + 2 optional extensions.

Due to the value and duration of the contract, a comprehensive tender process was necessary and received approval. (Appendix 1) This process has now been completed, and cabinet authorisation is required to award the contract to the selected supplier.

To ensure Bury Council received the best value during the procurement process, 3 options to procure were considered:

- Utilise the relationship with STAR procurement
- Work collaboratively with a neighbouring Council with similar requirements
- Procure independently

The option of using STAR procurement was not pursued because their current framework could not meet Bury's requirements for procuring cleaning materials. It was determined that using STAR procurement would likely result in higher prices for cleaning materials and increased financial pressure for Bury Council.

Independent procurement was not pursued, as leveraging the collective purchasing power of two or more Councils offered enhanced pricing opportunities through economies of scale.

Following discussions with neighbouring authorities, it was determined that Oldham Council was scheduled to tender for cleaning materials with requirements comparable to those of Bury Council. Proceeding with this arrangement was deemed to offer the best value.

Tender Process

The objective of the selection process was to assess the responses to the Invitation to Tender (ITT) and then select a preferred bidder.

The evaluation exercise aimed to balance issues of quality and price, ensuring that the chosen bidder offered the most economically advantageous quotation for the Council.

Upon receipt of formal tenders, the Council ensured full compliance with the ITT documents, and all necessary requested information was supplied. The information provided was checked for completeness and compliance before responses were evaluated. The Council was not bound to accept the lowest price of any bid submitted.

The qualitative data was evaluated based on the most advantageous offer to the Council. The evaluation criteria, and the associated weightings, utilised in this assessment were:

- **Technical Capacity 40% Weighting**
- **Social Value (SV) 10% Weighting**
- **Price 50% Weighting**

Scores were awarded based on the percentage variation between the highest and lowest price, with the lowest financial submission receiving the full marks available.

If a bidder's financial submission fell outside of 25% of the budgeted figure for the service, then their financial submission was subjected to additional scrutiny. Should any response to this scrutiny not satisfy the assessment panel, the quotation could be rejected.

Where a question required a descriptive answer with an award of 5 marks, the following marking regime was used:

Score	Acceptability	Criteria for awarding scores
0	Unacceptable	The information is either omitted or fundamentally unacceptable.
1	Poor	The information submitted has insufficient evidence that the specified requirements can be met and / or does not demonstrate acceptable level of quality of the proposed quotation.
2	Somewhat Deficient	The information submitted has some minor omissions against the specified requirements and / or demonstrates only limited level of quality of the proposed quotation.
3	Satisfactory	The information submitted meets the requirements and / or demonstrates an adequate level of quality of the proposed quotation.

4	Very good	The information submitted provides good evidence that the specified requirements can be met and demonstrates a good level of quality of the proposed quotation.
5	Outstanding	The information submitted provides strong evidence of best of sector capability to deliver the specified requirements.

The final scores were:

Alliance					Bunzl				
Quality	Method Statement	%	Moderate d Score	Weighted Score	Qualit y	Method Statement	%	Moderate d Score	Weighted Score
40%	1A	7%	4	5.6	40%	1A	7%	3	4.2
	1B	3%	4	2.4		1B	3%	4	2.4
	2A	5%	4	4		2A	5%	4	4
	2B	15 %	4	12		2B	15 %	4	12
	3	10 %	4	8		3	10 %	4	8
				32	Total Quality Score				30.6

Alliance					Bunzl				
SV					SV				
10%					10%				
SV Score				7.80	SV Score				4.42

Alliance					Bunzl				
Price			Lowest Price	Tenderer s Price	Price			Lowest Price	Tenderer s Price
50%			181,867.33	199,348.56	50%			181,867.33	181,867.33
Price Score				45.62	Price Score				50.00

Total Score				85.42	Total Score				85.02
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Based on the final score, Alliance provides the best value and quality.

Item for decision: *[with reasons]*

Following the completion of the procurement process, which identified Alliance as offering the best value and quality for Bury Council, it is recommended that Cabinet approve awarding the contract to Alliance for the specified contract period, with an option to extend for an additional two years.

6. Links with the Corporate Priorities:

Environmental and Economic Impact

The service has changed suppliers, achieving cost savings on chemicals and janitorial supplies, making the service more competitive

Procurement decisions now factor in flexibility in pricing SLAs, allowing service managers to tailor costs to customer needs, especially important as schools face budget pressures due to falling birth rates

The procurement process is designed to appoint local suppliers and consider environmental benefits.

Community and Inclusion

The service maintains high retention rates and has increased hours purchased, indicating strong community trust and demand

The service supports a workforce which are generally unskilled women and people of diverse ethnic backgrounds. Continued commerciality supports ongoing economic benefits and supports the EDI policy. The Bury Council EDI Strategy 2024-2028 explicitly ties the LET'S strategy to inclusive service design, co-production with communities, and equitable outcome.

Equality Impact and Considerations:

The procurement of Cleaning and Janitorial materials create no impact to equality, inclusion or diversity.

Environmental Impact and Considerations:

7. Alliance is a local supplier and therefore their deliveries routes are shorter and have less carbon impact. Biodiversity is not impacted.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
Opportunity – More broad use of the contract across Bury Council will support higher buyer power and lower costs.	None required
Risk – Price increases due to external influences could create a financial pressure	Using procurement processes allows for due diligence. Products can be added and removed as required to ensure the best price is provided.

Legal Implications:

8. Client has confirmed the Procurement team are happy with how this matter was procured and there are no issues with the terms and conditions.

Financial Implications:

9. The costs of the contract award will be met from the caretaking & cleaning service general fund revenue budget.

Appendices:

Appendix 1 - Operational Decision to temporarily award a Janitorial and Cleaning Supplier
15/5/2023

Background papers:

None.

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

Term	Meaning
GMCA	Greater Manchester Combined Authority
SLA	Service Level Agreement
EDI	Equality Diversity and Inclusion

OFFICER DELEGATION SCHEME RECORD OF DECISION

Date: 15/5/2023	Ref No: 889
Responsible Officer: David Catterall – Head of Commercial Services	
Title/Subject matter: Decision to temporarily award a Janitorial and Cleaning Supplier	
Budget/Strategy/Policy/Compliance:	
(i) Is the decision within an Approved Budget?	Yes
(ii) Is the decision in conflict with the council's policies, strategies or relevant service plans?	No
(iii) Does the decision amend existing or raise new policy issues?	No
Is publication still required? (see guidance)	No

Item for decision: *[with reasons]*

In 2019, the Greater Manchester Combined Authority (GMCA), led by Bolton Council, undertook a procurement exercise to source a Janitorial and Cleaning supplier for all GMCA local authorities, including Bury.

During this procurement process, Bury Council's services which order cleaning and janitorial products were not consulted, resulting in some items being missed from the list of products used within some council services, including Building Cleaning and Caretaking.

The contract to the value of £315k for Bury was awarded via the GMCA to Arrow Ltd on a 3 + 1 year contract. The Building Cleaning and Caretaking and Admin Buildings were instructed to start ordering from Arrow for all cleaning and janitorial products.

As some paper products and cleaning materials were not included in the GMCA contract, this caused some items to fluctuate in price during the term of the contract.

The contract with Arrow has now ended. With the contract with Arrow ending, products provided have increased in cost on average by 44%

A review of cleaning and janitorial products is underway across Bury Council as part of the Operations Rationalisation project to save £100k.

This continued review, highlights that services that order cleaning and janitorial products are using over 35 different suppliers, which does not represent best value to the Council. It also represents a fragmented approach to ordering across the authority, which creates pressure on finance and procurement colleagues.

The top three suppliers being used are, Arrow (£177k), Alliance (£36k) and Moston Janitorial (£10k).

As part of this review, a procurement exercise is taking place. Current products and suppliers have been identified with prices and volumes, which has been collated on a master spreadsheet. This has enabled the project team to identify duplicate products to rationalise them into a smaller list.

This shopping list will be the basis of the procurement exercise and includes price comparisons for the top 3 suppliers and potential savings for each supplier. (Attached)



Top 22 Products
with Savings .xlsx


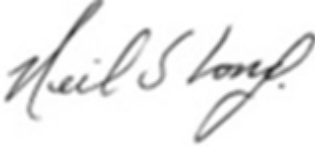
The issue faced is that to ensure that the procurement exercise is completed legally and meets all purchasing guidelines, it will take in excess of 6 months to complete.

Although this work is already being undertaken, savings will not be achieved if the current largest supplier (Arrow) is continued to be used as their prices have considerably increased since the end of the contract. Prices are likely to continue to increase over the financial year.

Following consultation with procurement colleagues, it is possible to temporarily award an alternative supplier to Arrow whilst the tendering process takes place, by providing 3 quotes for the products used, which is included in the top 22 products attachment above.

It is requested that the Executive Director for Operations and Assistant Director for Operations approve the temporary award to Alliance Ltd to be used as an alternative supplier across Admin Buildings, Leisure Services, Market Operations, Civic Halls, Schools Catering and Building Cleaning and Caretaking, for 6 months, until the tender process has been completed.

This will ensure in year savings forecasted between £60,000 and £67,300 are achieved, which will support meeting the £100k savings target as part of the Operations Rationalisation project, whilst the full procurement project takes place.

Decision made by:	Signature:	Date:
Executive Director of Operations		21/06/2023
Assistant Director		16/06/2023
Members Consulted (if applicable) [see note 1 below]		
Cabinet Member		
Lead Member		
Opposition Spokesperson		

Notes

1. Where, in accordance with the requirements of the Officer Delegation Scheme, a Chief Officer consults with the appropriate Cabinet Member they must sign the form so as to confirm that they have been consulted and that they agree with the proposed action. The signature of the Opposition Spokesperson should be obtained if required, to confirm that he/she has been consulted. Please refer to the MO Guidance.
2. **This form must not be used for urgent decisions.**
3. Where there is any doubt, Corporate Directors should err on the side of caution and seek advice from the Council's Monitoring Officer.



Classification: Open	Decision Type: Key
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Report to:	Cabinet	Date: 15 October 2025
Subject:	Approval to Award the Contract for the mandated Drug and Alcohol Prevention, Treatment and Recovery services (Adults and Children, Young People and Families lots) in Bury, Salford, and Trafford	
Report of	Cabinet Member for Adult Care, Health and Public Service Reform	

Summary

This report seeks approval to award contracts for the delivery of Drug and Alcohol Treatment and Recovery services across Bury, Salford, and Trafford. Following a competitive tender process under the Provider Selection Regime (PSR) regulations, it is recommended that:

- The contract for services for Adults be awarded to Greater Manchester Mental Health Foundation Trust (GMMH).
- The contract for services for Children, Young People and Families be awarded to Early Break.

Recommendation(s)

It is recommended that Bury Cabinet members approve the award of two contracts for the mandated Drug and Alcohol Prevention, Treatment and Recovery services across Bury, Salford, and Trafford:

- The Children, Young People (CYP) and Families service contract to Early Break
- The Adults service contract to Greater Manchester Mental Health Foundation Trust (GMMH)

These awards follow a competitive tender process conducted under the Provider Selection Regime (PSR) regulations.

Please note, the two awards are subject to cabinet approval by Salford and Trafford Councils.

Reasons for recommendation(s)

1. Ensures the Council is achieving best value for money and maintains service quality for our residents.
2. The successful providers, GMMH for Adults and Early Break for CYP and Families, demonstrated strong performance in the evaluation process and have a proven track record of delivering these services locally since 2019.
3. The evaluation panel applied rigorous criteria to ensure the selected providers offer high-quality services at a competitive price on a long term contract (5+2 years).

4. The new contracts allow for economies of scale of work, shared back-office functions and a peer support approach across all organisations involved.

Alternative options considered and rejected

No alternative options were available in this instance. The current contract, which had already been extended, is due to expire on 31st March 2026. As such, the only viable route was to proceed with a formal tender process in line with procurement regulations and to ensure continuity of service.

Report Author and Contact Details:

Name: Aimee Gibson
Position: Public Health Practitioner
Department: Public Health
E-mail: A.Gibson@bury.gov.uk

Background

On 16 April 2025, Cabinet members approved the decision to proceed to competitive tender for the delivery of both the Adults and Children, Young People and Families Drug and Alcohol Treatment and Recovery Services across Bury, Salford, and Trafford. This decision was made in accordance with the Provider Selection Regime (PSR) regulations, following a Competitive Process.

Both the Adults and CYP and Families Drug and Alcohol Treatment and Recovery Services are mandated provisions, delivering drug and alcohol prevention, treatment, and recovery support to adults, young people, and their families across the three boroughs.

This report seeks approval for the award of the contracts for the two services. The contract duration is 5 years, with an optional 2 year extension. Any decision to extend will be subject to Cabinet approval, based on performance over the initial term.

Current Contract Arrangements

The all-age Drug and Alcohol Treatment and Recovery Services in Bury, Salford, and Trafford are currently delivered by Greater Manchester Mental Health Foundation Trust (GMMH). GMMH operates as the lead provider through a partnership model, subcontracting elements of the service to other organisations. The Trust has delivered the service in Bury since 1st September 2019. The current contract with GMMH is due to expire on 31st March 2026, following a 12 month extension from 1st April 2025 (approved by cabinet on 7th February 2025).

For the children's service, the current contract with GMMH, and subsequent subcontracted arrangement with Early Break, ends on 31st March 2026, following an extension of 12 months from 1st April 2025 to 31st March 2026 (also approved by cabinet on 7th February 2025).

(To inform the service specification, BST conducted a joint strategic strengths and needs assessment alongside a tri-borough appraisal and review of national guidance and best practice.)

Tender Process

The tender process followed was a Competitive tender procedure under Provider Selection Regime (PSR) regulations.

The Invitation to Tender (ITT) was issued on 30th May 2025 with a closing date of 11th July 2025 via the Council's e-Tendering system, "The Chest" and notices were published on the Find a Tender Services and Contracts Finder Websites. Expressions of interest were received from 33 providers (across both Lot 1 & 2).

Tenderers were required to supply the following information in order for the evaluation panel to evaluate each bid:

- Selection questionnaire (Pass/Fail) – to test Providers had the required business infrastructure, experience and were financially sound to deliver the contract.
- Safeguarding questionnaire (Pass/Fail) - to ensure Providers have the correct Safeguarding policies and procedures in place.
- Quality Questionnaire (75%) – to test the Providers understanding of the specification and proposals to deliver the service (8% of this quality aspect was evaluated on the interview).
- Price (10%) – this was set at 10% to allow for a higher quality weighting.
- Social Value (15%) – Providers have submitted a TOMS Framework response.

A minimum score was applied to three of the Quality questions, relating to model and delivery, interface with adults/CYP and families drug and alcohol treatment and recovery service, service workforce and quality improvement. Any bidder scoring less than a 3 against either of these questions, or fail the Pass/Fail questions, meant that the tender would not be considered and would not be invited to the presentation and interview stage.

Tender outcome

A total of three bids were received for each Lot.

The evaluation panel comprised of a multidisciplinary team of Senior Officers from Bury, Salford and Trafford Local Authorities, representing Public Health, Children's and Adults Services, and both internal and external (Waythrough, Manchester Foundation Trust NHS) subject matter experts.

Contract award

Following the competitive procurement process, the contracts have been awarded as follows:

- **Lot 1** – BST Drug and Alcohol Treatment and Recovery Services for Adults
- **Lot 2** – BST Drug and Alcohol Treatment and Recovery Services for Children, Young People and Families

Lot 1 –

The successful provider is Greater Manchester Mental Health Foundation Trust (GMMH). GMMH will continue to deliver a structured service for adults, their families, and the wider community across Bury, Salford, and Trafford.

Under Lot 1, GMMH will deliver a structured drug and alcohol prevention, treatment, and recovery service for adults, their families, and the wider community across the three boroughs. The service will provide early intervention for individuals beginning to use substances problematically, as well as comprehensive support for those with dependent or problematic use.

Lot 2-

The successful provider is Early Break. Early Break will continue to deliver a structured service for Children, Young People and families across Bury, Salford, and Trafford.

Early Break will provide a flexible drug and alcohol treatment and recovery service for young people up to the age of 21 years, with the exception of up to 25 years at the discretion of the service manager based on individual need. This may include CYP with Special Education Needs and Disabilities (SEND) or neurodivergent needs, young offenders, care leavers, and those with emotional and/or mental health issues.

Each provider will be required to attend quarterly contract monitoring meetings, where performance will be reviewed against agreed KPIs. These KPIs will be finalised post-award in collaboration with commissioners.

The contract duration is 5 years, with an optional 2 year extension. Any decision to extend will be subject to Cabinet approval, based on performance over the initial term.

Links with the Corporate Priorities:

As a result of the retender of the future drug and alcohol service, the two new services for Adults and CYP and families support the aims of the Bury Let's Do It Strategy by:

- Improving quality of life: Both services will provide a holistic, accessible, and person-centred approach, delivering trauma-informed care that supports

recovery from drug and alcohol use, enhances physical and mental wellbeing, and promotes long-term stability and recovery.

- **Creating a better future for children and families:** The CYP and families service focuses on early intervention and whole family support, working with parents, carers, and young people affected by drug and alcohol use. It aims to reduce harm, strengthen family relationships, and improve outcomes across health, education, and emotional wellbeing.
- **Fostering a sense of belonging:** Through community-based delivery, peer support, and strong partnership working, both services help individuals and families feel more connected, valued, and supported within the borough.
- **Addressing inequalities:** The services will also address inequalities by supporting access to employment, housing, education, and other key social determinants of health helping people overcome barriers and build more secure, fulfilling lives.

Equality Impact and Considerations:

Equality and Diversity were considered during the tendering process, through both the quality questions and at interview stage. The new providers for the Adults and CYP and families service providers will complete an EIA during the service mobilisation and implementation period, and this will be reviewed annually. The provider will undertake an EIA if any material changes are made to the service and/or its functions.

Environmental Impact and Considerations:

For the Adults service, Greater Manchester Mental Health Foundation Trust (GMMH) has outlined a clear commitment to improving the environmental impact of its service delivery. Their approach includes enhancing the local environment's influence on wellbeing through partnerships with VCSE organisations. These partners will support the delivery of residential rehabilitation, assertive outreach, and behaviour change programmes.

GMMH has also developed its own dedicated Green Plan, which outlines strategic actions to reduce emissions across the Trust and mitigate the potential impacts of climate change. In addition to this overarching commitment, GMMH aims to reduce carbon emissions and promote biodiversity through sustainable practices embedded within its service delivery model and supply chain.

As a local provider, Early Break maintains a relatively low operational footprint, with Early Breaks HQ based within Bury. This proximity helps reduce travel related emissions and supports environmentally responsible service delivery. The VCSE organisation also supports other local VCSEs through donations such as free room hire and offers development roles with staff training to encourage progression for individuals with less experience. In addition, they prioritise spending with local

companies in their supply chain, contributing to both environmental sustainability and local economic growth.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
Bury Council has a statutory responsibility to provide mandated Drug and Alcohol Prevention, Treatment and Recovery services for adults and CYP, funded through the Public Health Grant. If the contract is not awarded or is delayed, there would be no service in place for residents of Bury, Trafford, and Salford.	Ensure timely award of contracts and maintain contingency planning to avoid service gaps. Engage closely with current providers during mobilisation to support a smooth transition to new service model and maintain continuity of care.
There is a risk that one of the selected providers may not accept the terms of the contract or may indicate they are unable to deliver the full specification.	The risk is low due to the successful providers also being the incumbent providers of our service delivery, there is ample time built into the procurement process to support a timely and safe mobilisation of the service from April 2026.
There are interdependencies with mental health services regarding co-occurring conditions, which could be affected if the Drug and Alcohol Treatment and Recovery contracts are not awarded or are delayed. This will have an impact on the wider health and social care system.	There are interdependencies with mental health services regarding co-occurring conditions, which could be affected if the Drug and Alcohol Treatment and Recovery contracts are not awarded or are delayed.
The contract will be subject to future inflation costs and NHS Agenda for Change costings if it is continued and therefore, the price of the contract may increase if extended.	This will be monitored by Public Health and Finance to ensure such costs are factored into budgeting.

Legal Implications:

The proposed procurement to GMMH and Early Break is compliant with the Public Contracts Regulations 2015 and Regulation 12(7) in particular which permits such contracts to be entered into between two public sector authorities in the public interest. The Procurement process has been overseen by Salford Council. The legalities will be managed by Salford Council as the lead contractor of this cluster contract. In respect of the terms and conditions, the Council will be provided with them to review in due course.

Financial Implications:

The total Contract cost for the mandated Drug and Alcohol Prevention, Treatment and Recovery services is £1.867m analysed as follows:

- The Bury Adults service contract is £1.517m, representing 21% of the overall contract value across Bury, Salford, and Trafford (£7.279m per annum).
- The Bury CYP and families service contract is £0.350m per annum, representing 30% of the overall contract value across Bury, Salford, and Trafford (£1.180m per annum).

The Contractual costs set out in this report will be funded from existing Budget provision and therefore will not require additional financial resource.

As part of the monthly budget monitoring cycle, Finance and Budget holders will track the expenditure linked to the Contracts set out in this report ensuring that all expenditure aligns to the funding provided.

As part of the monthly budget monitoring conversation any financial risks/pressures identified will be highlighted to the Director of Public Health whereby an action plan will be deployed to mitigate any financial risks/ pressures.

Appendices:

None.

Background papers:

[Cabinet report, March 2025](#)

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

Term	Meaning
CYP	Children and Young People
DAPTRS	Drug & Alcohol Prevention Treatment and Recovery Service
DATRIG	Drug & Alcohol Treatment and Recovery Improvement Grant
EB	Early Break
GMMH	Greater Manchester Mental Health
GM	Greater Manchester
HMT	HM Treasury
OHID	Office for Health Improvement and Disparities
GM	Greater Manchester
PSR	Provider Selection Regime
SSMTRG	Supplemental Substance Misuse Treatment and Recovery Grant

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Classification: Open	Decision Type: Key
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Report to:	Cabinet	Date: 15 October 2025
Subject:	Care at Home – Request for Contract Extension and Re-Tender	
Report of	Cabinet Member for Adult Care, Health and Public Service Reform	

Summary

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 Council spend on Care at Home in 2024/25 was c.£11.257m. The service supports approximately 700 people each day and delivers circa 10,000 hours of home care each week.

Care at Home contracts normally last 3, 4, or 5 years so the expenditure incurred over these periods of time are significant and for this reason, the process of designing the specification and identifying providers is in depth, comprehensive, and lengthy.

The current service was commissioned in October 2021 for a period of 3 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.

A 12-month extension was granted by Cabinet in 2024 for all providers that were meeting contractual obligations.

Market engagement and consultation was completed in the winter of 2024, and the plan was to complete an open tender process with new contracts commencing in October 2025. Although the open tender process commenced as planned, it was completed under the Public Contracts Regulations 2015 as market engagement and consultation commenced before the new 2023 Procurement Act came into place.

There were an unprecedented number of tender applications, with almost 200 requiring review. The applications were scored and moderated, but it was decided that the scoring mechanism was unsuitable to handle the high volume of applications. It was therefore decided to abandon the current process, request an extension for 12 months as permitted under the providers current contract, and re-run the tender under the Procurement Act 2023. This will allow for much greater flexibility and ensure a fair and robust outcome.

Recommendation(s)

1. Approve a further 12-month extension for providers that are meeting contractual obligations until 24 October 2026 (x8 Lot 1 providers covering the following

zoned areas: North, East, West, Prestwich, and Whitefield. x5 Lot 2 providers covering the full borough and acting as a backup to pick up care packages when Lot 1 are unable to).

2. 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.
3. Approval to commence the re-tender (open tender process) for a new Care at Home service to start in October 2026 for a period of 5 years with the option to extend for one year plus one year, at a cost of approximately £11m a year.
4. Delegate the authority to approve the service specification to the Director of Adult Social Services and Community Commissioning.
5. Return to Cabinet in Summer 2026 to request approval to contract awards.

Reasons for recommendation(s)

The Council has a legal duty to follow Procurement Law and fair purchasing processes and must complete a re-tender process within the extended contract period to ensure compliance with the legislation (Procurement Act 2023). Additional benefits include a new contract and service specification with updated quality requirements enabling us to ensure high standards for the customers, clearer key performance indicators for robust contract monitoring, and a broader scope for innovation.

Alternative options considered and rejected

Alternative options are not applicable due to Procurement Law and the requirement to complete a re-tender exercise (Procurement Act 2023). Should the Council decide to do nothing, we would risk being non-compliant with the legislation.

Report Author and Contact Details:

Name: Stephanie Boyd
Position: Commissioning Manager
Department: Health and Care
E-mail: s.boyd@bury.gov.uk

Background

The main aim of the Care at Home service is to provide proactive and personalised care within the individual's home and community. This means that the service provider should work in a person-centred way and respond to a person's changing needs to preventing crisis situations from occurring. This should address the person's social-care related quality of life as well as their wider wellbeing in line with their assessed needs and individual outcomes.

The key principles behind this service include reducing, preventing, and/or delaying the need for further care and support, promoting the statutory principle of individual wellbeing, and introducing positive behavioural change to encourage independence where possible in line with the Let's Do It! Strategy and a strengths-based approach to support.

The Council has a legal duty to follow Procurement Law and fair purchasing processes and must complete a re-tender process within the extended contract period to ensure compliance with the legislation (Procurement Act 2023). Additional benefits include a new contract and service specification with updated quality requirements enabling us to ensure high standards for the customers, clearer key performance indicators for robust contract monitoring, and a broader scope for innovation.

Links with the Corporate Priorities:

In line with the Let's Do It! Strategy, the new Care at Home model will support people to live independently and well at home for as long as possible:

Local: Support people to live independently in their homes and communities for as long as possible.

Enterprise: Opportunities for any capable local suppliers to join the Care at Home provider framework.

Together: Improve health and well-being by working with communities and residents.

Strengths: The promotion of personal resilience and capabilities, and also the current and potential social and community networks, to make sure that people stay connected and independent.

Equality Impact and Considerations:

A full EIA has been completed which has highlighted potential impacts across several characteristics. All impacts have been considered and mitigating actions will be put in place to remove these impacts. With mitigations there are no adverse equality impacts. No direct impact on Looked After Children.

Please see Appendix 1 for Equality Impact Assessment.

Environmental Impact and Considerations:

The Care at Home model is streamlined across the 'zoned areas' to ensure unnecessary travel by providers does not take place. Part of the tender process will include a requirement for providers to demonstrate how they will support the Council's target to be carbon neutral by 2038. No direct impact on biodiversity.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
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The Council will not be compliant with the Procurement Act 2023.	The Community Commissioning Team will maintain close communication with the Head of Procurement and Legal Services to ensure a robust plan is in place for compliance with the Procurement Act 2023.
Legal challenges from providers that were provisionally successful in the first open tender exercise (now abandoned).	Successful offers were provisional only and not formally signed off.
Providers who were given detailed feedback from the first open tender exercise will be at an unfair advantage.	The ITT and process for selection will be changed significantly.
Current providers may not wish to accept a 12-month contract extension.	This is a low risk, and the Community Commissioning Team is confident that all providers will accept the 12-month extension. However, should one or two not accept, there is capacity amongst other current providers to pick up the work.
Confusion amongst stakeholders regarding the abandoned open tender exercise.	A Stakeholder Map and Communication Plan will be completed and followed by the Project Team to ensure clear and consistent information is shared with all relevant stakeholders. Along with a CHEST notification, and letters to current providers, further comms with providers will take place under market engagement.

Legal Implications:

Procurement have been consulted with and working with the client department for in respect of this matter. Legal will be consulted in respect of the terms and conditions.

Financial Implications:

1. The Council spent £11.257m on Care at Home in 2024/25. The 12-month contract extension will be funded from existing budget provision within the Adult Community Care budget and therefore no additional resource/funding is required.
 2. As part of the monthly budget monitoring cycle Finance and Budget holders will track the expenditure linked to the Home Care package activity, ensuring that all expenditure aligns to the funding provided.
 3. Any financial risks/pressures identified will be highlighted to the Director of Adult Social Services as part of the monthly budget monitoring conversation whereby an action plan will be deployed to mitigate any financial risks/ pressures.
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Appendices:

Appendix 1: Equality Impact Assessment

Background papers:

N/A

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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	Care at Home – Request for Contract Extension and Re-Tender
Lead Officer (SRO or Assistant Director/Director)	Adrian Crook (Director of Adult Social Services and Community Commissioning)
Department/Team	Health and Care
Proposed Implementation Date	N/A
Author of the EqlA	Stephanie Boyd (Commissioning Manager for Older People and Ageing Well)
Date of the EqlA	10 September 2025

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

Summary

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 Council spend on Care at Home in 2024/25 was c.£11.257m. The service supports approximately 700 people each day and delivers circa 10,000 hours of home care each week.

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There were an unprecedented number of tender applications, with almost 200 requiring review. The applications were scored and moderated, but it was decided that the scoring mechanism was unsuitable to handle the high volume of applications. It was therefore decided to abandon the current process, request an extension for 12 months as permitted under the providers current contract, and re-run the tender under the Procurement Act 2023. This will allow for much greater flexibility and ensure a fair and robust outcome.

Recommendation(s)

1. Approve a further 12-month extension for providers that are meeting contractual obligations until 24 October 2026 (x8 Lot 1 providers covering the following zoned areas: North, East, West, Prestwich, and Whitefield. x5 Lot 2 providers covering the full borough and acting as a backup to pick up care packages when Lot 1 are unable to).

2. 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.
3. Approval to commence the re-tender (open tender process) for a new Care at Home service to start in October 2026 for a period of 5 years with the option to extend for one year plus one year, at a cost of approximately £11m a year.
4. Delegate the authority to approve the service specification to the Director of Adult Social Services and Community Commissioning.
5. Return to Cabinet in Summer 2026 to request approval to contract awards.

Reasons for recommendation(s)

The Council has a legal duty to follow Procurement Law and fair purchasing processes and must complete a re-tender process within the extended contract period to ensure compliance with the legislation (Procurement Act 2023). Additional benefits include a new contract and service specification with updated quality requirements enabling us to ensure high standards for the customers, clearer key performance indicators for robust contract monitoring, and a broader scope for innovation.

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. The recommendations relate to potential changes for care at home providers and customers.

Community/Residents: Yes.

Third parties such as suppliers, providers, and voluntary organisations: Yes.

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

Advice from Corporate Procurement and Legal colleagues is that the Council will be compliant with the Procurement Act 2023.

Data from Equality Impact Assessment for Care at Home Service Review completed in May 2024 (stage one of the re-tender process):

Protected Characteristic	Bury Population Data (from the JSNA)	Care at Home Customer Data (from Liquid Logic)
Age	<p>Bury has 114,526 (59.1%) working age adults (18-64 years).</p> <p>There are 35,447 (18.3%) older adults in Bury (65 years and over).</p>	<p>Age 18 to 64 – 183 (22.3%)</p> <p>Age 65 to 74 – 119</p> <p>Age 75 to 84 – 224</p> <p>Age 85 and over – 294 (77.7%)</p>
Disability	19% of the population report having a disability.	Data unavailable. However, everybody receiving this service has Care Act eligible needs.
Gender Reassignment	The question on gender identity was new for Census 2021. It was a voluntary question only asked of those aged 16 years and over. The question asked, “Is the gender you identify with the same as your sex registered at birth?” with 3 answer options of Yes, No or to write in their gender identity. 94.4% of the population aged 16 years and over in Bury answered Yes.	Data unavailable.
Race	<p>Asian, Asian British or Asian Welsh – 10.6%</p> <p>Black, Black British, Black Welsh, Caribbean or African – 1.9%</p>	<p>African – 3 (0.37%)</p> <p>Any other Asian background – 9 (1.1%)</p> <p>Any other black background – 1 (0.1%)</p> <p>Any other ethnic group – 4 (0.5%)</p> <p>Any other mixed background – 1 (0.1%)</p>

		<p>Mixed or Multiple ethnic groups – 2.6%</p> <p>Other ethnic group – 1.9%</p> <p>White: English, Welsh, Scottish, Northern Irish or British – 78.2%</p> <p>White: Other – 3.5%</p>	<p>Any other white background – 19 (2.3%)</p> <p>Caribbean – 5 (0.6%)</p> <p>English / Welsh / Scottish / Northern Irish / British – 697 (85%)</p> <p>Irish – 8 (1%)</p> <p>Not known – 45 (5.5%)</p> <p>Not stated – 1 (0.1%)</p> <p>Pakistani – 23 (2.8%)</p> <p>White and Asian – 1 (0.1%)</p> <p>White and Black Caribbean – 3 (0.37%)</p>	
	Religion and Belief	<p>Buddhist - 0.3%</p> <p>Christian – 48.8%</p> <p>Hindu – 0.5%</p> <p>Jewish – 5.5%</p> <p>Muslim – 9.9%</p> <p>Sikh – 0.3%</p> <p>Other religion – 0.3%</p> <p>No religion – 29.4%</p> <p>Not answered – 4.9%</p>	<p>Buddhist – 1 (0.1%)</p> <p>Christian – 381 (46.5%)</p> <p>Jewish – 33 (4%)</p> <p>Muslim – 25 (3%)</p> <p>None – 55 (6.7%)</p> <p>Other – 23 (2.8%)</p> <p>Sikh – 1 (0.1%)</p> <p>Unknown – 301 (36.7%)</p>	
	Sex	The population of Bury is 51% female and 49% male.	<p>Female – 511 (62.3%)</p> <p>Male – 309 (37.7%)</p>	
	Sexual Orientation	<p>The question on sexual orientation was new for Census 2021 and was voluntary only asked of those aged 16 years and over:</p> <p>Heterosexual/Straight – 90.6%</p> <p>Gay/Lesbian – 1.6%</p> <p>Bisexual – 1%</p> <p>All other sexual orientations – 0.3%</p> <p>Not answered – 6.5%</p>	<p>Don't know/refused – 66 (8%)</p> <p>Gay/Lesbian – 4 (0.5%)</p> <p>Heterosexual/Straight – 437 (53.3%)</p> <p>Missing – 312 (38%)</p> <p>Other – 1 (0.1%)</p>	

Carers	The percentage of people providing unpaid care in Bury is 9.2%.	Informal Carer (without an active carers support plan) – 331 (40.4%) Formal Carer (with an active carers support plan) – 119 (14.5%)

A 6-week public consultation ran from Monday 04 November to Sunday 15 December 2024.

Commissioners wrote to all Care at Home customers asking them, along with family and friends, to complete a survey and offered the opportunity to attend consultation sessions, both online and face-to-face.

The same survey was open to Providers, Social Workers, Health Colleagues, Bury VCFA, Healthwatch, and other partner agencies. They too were offered the opportunity to attend online and face-to-face consultation sessions.

176 survey responses were received in total with the majority of respondents (53%) being a family member or friend. Please see the chart below for a further breakdown:

Customer (person who receives care)

67

Family member or friend

94

Paid care at home carer

5

Other paid professional

6

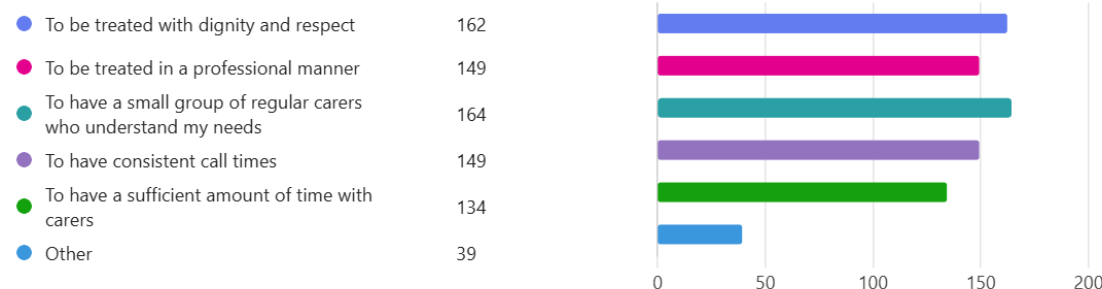
Other interested party

4

Category	Count	Percentage
Customer (person who receives care)	67	38%
Family member or friend	94	53%
Paid care at home carer	5	
Other paid professional	6	
Other interested party	4	

When thinking about care at home, the top two most important things for people included being treated with dignity and respect and having a small group of regular carers who understand the person’s needs.

Please see the chart below for a further breakdown:



In addition, respondents highlighted many other areas of importance, such as continuity of care, and suggestions were made for service improvement. It was clear throughout the feedback that customers and family members need a better understanding of what Care Workers can and cannot do, and for expectations to be managed from an early stage.

The bullet points below provide an overview of the subjects that were discussed during the online and face-to-face consultation sessions:

- The need for new and improved Key Performance Indicators (KPIs)
- The potential need for a Lot 3 for people who have complex needs
- The potential need for the Trusted Assessor Model
- Discussions regarding whether 30-minutes should be the minimum call time for personal care
- Opportunities to run various pilots related to technology enabled care (TEC) and blended roles
- The need for a Customer Welcome Letter

The analysed consultation findings along with desktop research have informed the updated service specification. This was co-produced with key stakeholders, including the Chair of the Bury Older Peoples Network.

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>All customers will still receive the same level of support, but for some it may be delivered by a different provider which will involve a transition (all customers will have a choice).</p> <p>Impact with older customers that a change/transition in care team</p>	As described in the data section above, a disproportionate cohort of older people are more likely to use care at home services.	<p>Clear comms with all customers affected via a letter including e-mail address and phone number for any queries. This will be checked by the Council's Comms Team to ensure it is accessible. Providers will be asked to offer support to customers who need it.</p> <p>Commissioners will support a smooth transfer by ensuring consent by the customer and all relevant paperwork in place for the new provider, particularly the support plan as this will include specific individual requirements,</p>	Neutral.

	may cause anxiety, confusion, and uncertainty.		<p>such as reasonable adjustments to support a protected characteristic.</p> <p>Customers will also have the option for a direct payment to choose their provider, for example, if they have built up a relationship of trust with their current provider.</p>	
Disability	<p>All customers will still receive the same level of support, but for some it may be delivered by a different provider which will involve a transition (all customers will have a choice).</p> <p>Potential impact in lost knowledge of the cared for person and reasonable adjustments in place during a transition to a new care team.</p>	Disproportionate cohort of people with disabilities are more likely to use care at home services.	<p>Clear comms with all customers affected via a letter including e-mail address and phone number for any queries. This will be checked by the Council's Comms Team to ensure it is accessible. Providers will be asked to offer support to customers who need it.</p> <p>Commissioners will support a smooth transfer by ensuring consent by the customer and all relevant paperwork in place for the new provider, particularly the support plan as this will include specific individual requirements, such as reasonable adjustments to support a protected characteristic.</p> <p>Customers will also have the option for a direct payment to choose their provider, for example, if they have</p>	Neutral.

	Changes in care team may cause some disabled customers anxiety, confusion, and uncertainty.		built up a relationship of trust with their current provider.	
Gender Reassignment	<p>All customers will still receive the same level of support, but for some it may be delivered by a different provider which will involve a transition (all customers will have a choice).</p> <p>Transgender customers may have built up a relationship of trust with current care team. There may be some anxiety and uncertainty in protecting trans</p>	Data unavailable.	<p>Clear comms with all customers affected via a letter including e-mail address and phone number for any queries. This will be checked by the Council's Comms Team to ensure it is accessible. Providers will be asked to offer support to customers who need it.</p> <p>Commissioners will support a smooth transfer by ensuring consent by the customer and all relevant paperwork in place for the new provider, particularly the support plan as this will include specific individual requirements, such as reasonable adjustments to support a protected characteristic.</p> <p>Commissioners will work with customers and take a customer led approach to those who have a trans</p>	Neutral.

	history and/or disclosing trans history to new care provider teams.		<p>history to manage any transition (this would include or exclude trans history information depending on the persons choice).</p> <p>Customers will also have the option for a direct payment to choose their provider, for example, a transgender person may have built up a relationship of trust with their carers and may wish to keep their current provider.</p>	
Marriage and Civil Partnership	No evidence to suggest impact.	N/A	N/A	Neutral.
Pregnancy and Maternity	No evidence to suggest impact.	N/A	N/A	Neutral.
Race	<p>All customers will still receive the same level of support, but for some it may be delivered by a different provider which will involve a transition (all customers will have a choice).</p> <p>Potential Impact around language barriers during</p>	Whilst there are some variations between Bury population data and Care at Home Customer data there is nothing to suggest a significant disproportionate impact.	<p>Clear comms with all customers affected via a letter including e-mail address and phone number for any queries. This will be checked by the Council's Comms Team to ensure it is accessible. Providers will be asked to offer support to customers who need it.</p> <p>Commissioners will support a smooth transfer by ensuring consent by the customer and all relevant paperwork in place for the new provider, particularly the</p>	Neutral.

	<p>transition to new care team provider.</p> <p>Impact in maintaining any cultural arrangements that may be in place with current care team.</p>		<p>support plan as this will include specific individual requirements, to support a protected characteristic (for example, female only carers for cultural reasons).</p> <p>Where required a translation service is accessible to both commissioners and customers to assist in the communication of any transition in care team.</p> <p>Customers will also have the option for a direct payment to choose their provider, for example, if they have the same language or cultural needs as their carers, they may wish to keep their current provider.</p>	
Religion and Belief	<p>All customers will still receive the same level of support, but for some it may be delivered by a different provider which will involve a transition (all customers will have a choice).</p>	<p>Whilst there are some variations between Bury population data and Care at Home Customer data there is nothing to suggest a significant disproportionate impact.</p>	<p>Clear comms with all customers affected via a letter including e-mail address and phone number for any queries. This will be checked by the Council's Comms Team to ensure it is accessible. Providers will be asked to offer support to customers who need it.</p> <p>Commissioners will support a smooth transfer by ensuring consent by the customer and all relevant paperwork in place for the</p>	<p>Neutral.</p>

	Impact in maintaining any cultural and religious arrangements that may be in place with current care team.		<p>new provider, particularly the support plan as this will include specific individual requirements, such as reasonable adjustments to support a protected characteristic (for example, female only carers for religious reasons or protected times of day/week for worship/praying).</p> <p>Customers will also have the option for a direct payment to choose their provider, for example, if they have built up a relationship of trust with their current provider.</p>	
Sex	<p>All customers will still receive the same level of support, but for some it may be delivered by a different provider which will involve a transition (all customers will have a choice).</p> <p>Potential impact in maintaining gender appropriate care</p>	Whilst there is a variation between Bury population data and Care at Home Customer data there is nothing to suggest a significant disproportionate impact.	<p>Clear comms with all customers affected via a letter including e-mail address and phone number for any queries. This will be checked by the Council's Comms Team to ensure it is accessible. Providers will be asked to offer support to customers who need it.</p> <p>Commissioners will support a smooth transfer by ensuring consent by the customer and all relevant paperwork in place for the new provider, particularly the support plan as this will include specific individual requirements, such as reasonable adjustments to</p>	Neutral.

	when changing care teams.		<p>support a protected characteristic (for example gender appropriate carers where possible).</p> <p>Customers will also have the option for a direct payment to choose their provider, for example, if they have built up a relationship of trust with their current provider.</p>	
Sexual Orientation	<p>All customers will still receive the same level of support, but for some it may be delivered by a different provider which will involve a transition (all customers will have a choice).</p> <p>Customers may have built a relationship of trust with their care team around sexual orientation. A change in care team may cause some anxiety or</p>	<p>Whilst there are some variations between Bury population data and Care at Home Customer data there is nothing to suggest a significant disproportionate impact.</p>	<p>Clear comms with all customers affected via a letter including e-mail address and phone number for any queries. This will be checked by the Council's Comms Team to ensure it is accessible. Providers will be asked to offer support to customers who need it.</p> <p>Commissioners will support a smooth transfer by ensuring consent by the customer and all relevant paperwork in place for the new provider, particularly the support plan as this will include specific individual requirements, such as reasonable adjustments to support a protected characteristic.</p> <p>Commissioners will work with customers and take a customer led approach to manage disclosure or</p>	Neutral.

	uncertainty around 'coming out' and building trust with a new team.		<p>non-disclosure of sexual orientation depending on the persons choice.</p> <p>Customers will also have the option for a direct payment to choose their provider, for example, if they have built up a relationship of trust with their carers, particularly around sexual orientation, they may wish to keep their current provider.</p>	
Carers	All customers will still receive the same level of support, but for some it may be delivered by a different provider which will involve a transition (all customers will have a choice).	Disproportionate impact is expected due to the cohort of people who use care at home services.	<p>Clear comms with all customers/carers affected via a letter including e-mail address and phone number for any queries. This will be checked by the Council's Comms Team to ensure it is accessible. Providers will be asked to offer support to customers who need it.</p> <p>Commissioners will support a smooth transfer by ensuring consent by the customer and all relevant paperwork in place for the new provider, particularly the support plan as this will include specific individual requirements, such as reasonable adjustments to support a protected characteristic. Customers will also have the option for a direct payment to choose their</p>	Neutral.

			provider, for example, if they have built up a relationship of trust with their current provider.	
Looked After Children and Care Leavers	No evidence to suggest impact.	N/A	N/A	Neutral.
Socio-economically vulnerable	No evidence to suggest impact.	N/A	N/A	Neutral.
Veterans	No evidence to suggest 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
	No actions identified at this stage.		

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
Imp	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
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3.2 Level of risk identified	Low risk
3.3 Reasons for risk level calculation	<p>A low risk level has been calculated for the following recommendations:</p> <ol style="list-style-type: none"> 1. Approve a further 12-month extension for providers that are meeting contractual obligations until 24 October 2026 (x8 Lot 1 providers covering the following zoned areas: North, East, West, Prestwich, and Whitefield. x5 Lot 2 providers covering the full borough and acting as a backup to pick up care packages when Lot 1 are unable to). 2. 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. 3. Approval to commence the re-tender (open tender process) for a new Care at Home service to start in October 2026 for a period of 5 years with the option to extend for one year plus one year, at a cost of approximately £11m a year. 4. Delegate the authority to approve the service specification to the Director of Adult Social Services and Community Commissioning. 5. Return to Cabinet in Summer 2026 to request approval to contract awards. <p>The reasons for the low risk level are:</p>

	<ul style="list-style-type: none"> • Advice from Corporate Procurement and Legal colleagues is that the Council will be compliant with the Procurement Act 2023. • All customers will still receive the same level of support, but for some it may be delivered by a different provider which will involve a transition (all customers will have a choice). • Clear comms with all customers/carers affected via a letter including e-mail address and phone number for any queries. This will be checked by the Council's Comms Team to ensure it is accessible. Providers will be asked to offer support to customers who need it. • Commissioners will support a smooth transfer by ensuring consent by the customer and all relevant paperwork in place for the new provider, particularly the support plan as this will include specific individual requirements, such as reasonable adjustments to support a protected characteristic. Customers will also have the option for a direct payment to choose their provider, for example, if they have built up a relationship of trust with their current provider.
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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	Bury Council must follow procurement rules and legislation. All customers will still receive the same level of support, but for some it may be delivered by a different provider. All customers will have a choice and reasonable adjustments will be made to support protected characteristics managed in a sensitive manner.
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	S.Boyd	10/09/2025	
Responsible Asst. Director/Director			
EDI	L.Cawley	22/09/25	QA Complete: Current contract extension covered by May 2024 EIA. There are some impacts that have been identified as part of a potential change in provider all of which have been mitigated and therefore all impacts are neutral

EqlA Revision Log

5.2 Revision Date	Revision By	Revision Details
17 Dec 2024	S.Boyd	Previous EIA re the Care at Home Review was completed on 22 May 2024. The May document has been updated to reflect the Care at Home Re-Tender which is the next stage of the work. The considered impact on equality and protected characteristics has not changed.
10 Sept 2025	S.Boyd	The December document has been updated further to reflect the next stage of the re-tender process.

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Classification: Open	Decision Type: Key
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Report to:	Cabinet	Date: 15 October 2025
Subject:	Policy and Procedure – Enforced Sale	
Report of	Cabinet Member for Housing Services	

Summary

1. This report seeks members approval to adopt an enforced sale combined policy and procedure as an additional tool to assist with reducing the number of empty properties in the borough.

Recommendation(s)

2. Approve, adopt and implement the enforced sale policy and procedure
3. Delegate authority to Assistant Director – Public Protection and Resilience to authorise enforced sale of properties deemed suitable where appropriate.

Reasons for recommendation(s)

4. The enforced sale policy and procedure is a tool which can be used to support returning long term empty properties back into habitable use. It has the potential to support an area's regeneration effort, support the provision of housing while recovering outstanding Council debts. It signals the Council's commitment to addressing the issues that long empty property often present, such as area deterioration, crime and anti-social behaviour. The policy allows the Council to be open, transparent and accountable in decision making when considering a property for an enforced sale and further commits to the Council's strategic objectives.

Alternative options considered and rejected

5. Not adopt the policy and procedure.
In the absence of an established policy and procedure, officers are unable to appropriately assess or justify the use of enforced sale powers. This limits the Council's ability to intervene effectively, resulting in the continued accumulation of debt on affected properties. These properties are likely to deteriorate further, contributing to blight and negatively impacting the surrounding communities..

Report Author and Contact Details:

Name: Danielle Ryan
Position: Unit Manager PRS Enforcement Team
Department: Public Protection
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Background

6. The Council recognises that long term empty homes and sites are a wasted resource that can blight neighbouring properties and the surrounding area. Where possible the Council will prioritise engaging with owners of empty properties to encourage their return to use, using a combination of advice, guidance, persuasion and enforcement. However, in circumstances where this approach isn't successful, other measures may be necessary.
7. One option available to Local Authorities is an enforced sale of property. An enforced sale is a legal process under the Law and Property Act 1925, by which the Council can sell a property where there is outstanding debt owed to the Council.
8. This report seeks to introduce a policy and procedure for operational use when officers are considering an enforced sale. Although Compulsory Purchase powers are available under the Housing Act 1985, this procedure has drawbacks, not least of which is the considerable length of time the process takes and the burden on staff resources. Also, such a course of action is dependent on financial resources being made available from capital reserves. The enforced sale procedure is a relatively straightforward legal process and does not require upfront capital funding.
9. Due to the nature of an enforced sale, it is expected that not only will any outstanding debt be recovered, but the empty property will also be brought back into use, as it will be sold either at auction or via private treaty to a suitable buyer, therefore supporting the wider aims of providing suitable housing within the borough.
10. A number of legislative provisions allow for the creation of local land charges, (which the enforced sale relies upon) following non-compliance with formal enforcement action. For example, where an owner has failed to comply with the requirements of an abatement notice under s.80 of The Environmental Protection Act 1990, the Act allows the Council to act in default of the notice and carry out the necessary works in default to abate the nuisance. The costs of the Council carrying out such works may then be registered as a local land charge against the property address. Other provisions include works in default carried out under;
 - Housing Act 2004 (HA 2004 s11, s12, s28, s29, s20, s21, s40, s43)
 - Prevention of Damage by Pests Act 1949 (PDPA 1949 s4)
 - Building Act 1984 (BA 1984 s59, s76, s77, s78 s.79)
 - Town and Country Planning Act 1990 s.215
11. Where charges are registered, the Council has the power of sale of the property, conferred by the local land charge, to recover the money it is owed for carrying out the works in default of a legal notice. It is the same power that

a bank or building society would rely upon to sell a house, when the owner has defaulted on the mortgage, which is secured as a Charge against the property.

12. Where a property is sold using this procedure, the Council can deduct from the sale proceeds the original works in default costs, the legal costs in undertaking the enforced sale procedure, conveyancing costs in connection with the sale, auctioneers or other marketing costs, and other Officer time in relation to the enforced sale process.
13. The remaining balance of sale proceeds must be paid over to the former owner of the property after other Charges are satisfied. If the owner cannot be traced, the remaining sale proceeds will be retained by the Courts for a period of 12 years, in accordance with Section 63 of the Trustee Act 1925.
14. The policy confirms that the Council will actively pursue the use of enforced sale where debt over £1000 is owed, there have been at least two instances of work in default carried out by the Council and the owner is either absent, unwilling or unable to pay, and it is unlikely that debt will be repaid. It is also recognised in the policy that where the debt owed is below £1000 there will be occasions when the policy should be applied, particularly where the impact of the condition of the empty property on neighbours or the neighbourhood is significant.

Links with the Corporate Priorities:

15. Lets do it: Has a focus on improving the quality of life for residents living in Bury. The enforced sale policy and procedure can be used to reduce the blights on neighbourhoods caused by empty and decaying properties. It can also be used in conjunction with other internal partners to help regenerate an area and promote a happy and healthy place to live.
16. Housing strategy: The housing strategy has defined outcomes including; more homes in the borough, a dynamic housing market and good quality, healthy homes and places. The enforced sale promotes those objectives, and can be used to promote healthy and safe neighbourhoods by, (in circumstances which allow) enforcing the sale of properties left with mounting debts and in a state of deterioration. The strategy recognises that as our population grows, nationally and local there is a shortfall of homes across the borough. Making use of the enforced sale procedure, provides the Council with another tool to increase the supply of homes for occupation.
17. Empty property strategy: Our empty homes strategy recognises that empty properties are a wasted resource and asset across the borough. Outcomes of the strategy include; reducing the number of long term empty properties and minimising the negative effects of empty properties on local neighbourhoods. The enforced sale policy and procedure provides the Council with another tool to enforce sales of empty properties. The policy specifically refers to enforcing the sale of empty properties. In order to operate with transparency and

consistency, the enforced sale policy and procedure needs to be adopted in order to exercise this function.

Equality Impact and Considerations:

A full EQIA have been completed which identified potential negative impacts across several characteristics. Amendments have been made to the policy and intended application of the policy to mitigate these impacts. All impacts are therefore neutral and there are no outstanding equalities concerns.

Environmental Impact and Considerations:

18. Not applicable

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
Complaints and legal challenge	The use of the ESP is likely to be infrequent and used as a last resort which will minimise the risk of complaints and challenge. The criteria in the policy provide for consistent use that should reduce the risk of challenge or complaint. The adoption of the Procedure (and Policy?) is however likely to indirectly reduce other service complaints, particularly in relation to pests, waste and anti-social behaviour.
Additional burden on Councils legal resources	The use of the ESP is likely to be infrequent and used as a last resort. Effective case and time management from officers will ensure that legal services are not overwhelmed with requests to pursue an enforced sale.
Use of policy allows property to be sold, may not be successful in returning property to habitable use	Policy allows for sale of property by private treaty to preferred buyer. Further enforcement action could also be taken against new owner who fails to return property to habitable use
Council tax recovery	Working along colleagues in the Council tax department, the Council will ensure that any outstanding council tax debt is secured against the property before pursuing an enforced sale, to allow the

	debt to be recovered as part of the enforced sale procedure.
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Legal Implications:

19. The legal basis for a council to exercise the powers referred to within the report arises from the Law of Property Act 1925 which is supplemented by various other statutory provisions, set out in detail within the Report and the Policy.
20. Should Cabinet approve the policy, appropriately authorised officers, will be able to use the powers in accordance with the policy and the relevant law. They will need support from Legal Services in securing enforced sales of property.

Financial Implications:

21. There are no direct financial implications of this report.

Appendices:

Appendix 1 - Enforced Sale Procedure 2025

Background papers:

Law and Property Act 1925

<https://www.legislation.gov.uk/ukpga/Geo5/15-16/20/contents>

Private Sector Housing Enforcement Policy

<https://www.bury.gov.uk/asset-library/bury-private-sector-housing-enforcement-policy.pdf>

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

Term	Meaning
AP1	Application to Change the Register
BA 1984	Building Act 1984
CPN	Community Protection Notice
DMO	Empty Dwelling Management Order
DMT	Departmental Management Team
EG	Economic Growth
EPA 1990	Environmental Protection Act 1990
EQIA	Equality Impact Assessment

ESP	Enforced Sale Policy/Procedure
HA 2004	Housing Act 2004
HHSRS	Housing Health and Safety Rating System
HMLR	HM Land Registry
L&D	Land and Development
LGMPA 1976	Local Government (Miscellaneous Provisions) Act 1976
LLC	Local Land Charge
LPA 1925	Law of Property Act 1925
MO	Monitoring Officer
PDPA 1949	Prevention of Damage by Pests Act 1949
PSE	Public Sector Equality
RD	Reducing Deprivation
S151 Officer	Section 151 Officer (Chief Financial Officer)
SC	Statutory Charge
SLG	Strategic Leadership Group
TCPA 1990	Town and Country Planning Act 1990



EMPTY PROPERTY ENFORCED SALE POLICY & PROCEDURE

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Introduction

The enforced sale policy and procedure ('ESP') aims to improve the living conditions, quality of life and the physical environment of the residents of Bury. It has been developed to tackle empty, derelict problem properties, which have become a general nuisance to the surrounding area, local residents and a general blight to the community.

It is considered important to adopt a fair, transparent and consistent approach to dealing with empty properties in the Borough, in support of our vision to lead, shape and maintain a prosperous, sustainable Bury that is fit for the future. It is our intent that the implementation of this policy and procedure will assist in making Bury a better place to live and directly contributes to the Lets Do It Strategy 2030 (*More green spaces and environmentally friendly, and A better quality of life*). Similarly it contributes to Corporate Objectives including '*Achieving Economic Growth (EG) & Reducing Deprivation (RD) through Sustainable Inclusive Growth, Improving Children's Lives and Tackling Inequalities*' and the Public Protection Service Plan Item no.13 '*Work with owners of empty properties within Bury to encourage bringing them back into use*'.

The ESP should be used as a last resort. It is expected that all possible alternative options have been considered and/or exhausted.

Benefits of the Procedure

Social Benefits

The purpose of the procedure is not only to recover unpaid debts but to bring the property back into use. Empty properties have a detrimental effect on the local environment, impact on local resources (including the council's Public Protection Service) and can devalue neighbouring properties.

A new owner is likely to be willing and able to invest in the property which should encourage occupation and use.

Alternatively, a clear message is sent to any absent owner who avoids an enforced sale by making payment which may encourage them to deal with any empty and/or derelict property by either a voluntary sale or investment.

Financial Benefits

The procedure is primarily a debt recovery process. Charges secured against the Property which may have been difficult and/or timely to recover can be paid from the proceeds of sale.

If enquiries made internally reveal other debts due to the Council before commencement of the ESP, it may be possible to secure those debts prior to sale to increase recovery of all Council debts.

In the event any empty/derelict property is sold, there is a reasonable prospect that the new owner will undertake renovation works to encourage occupation which in turn could see increased revenue by way of Council Tax.

Environmental Benefits

A change in ownership can contribute towards improving a property's condition, which should reduce any ongoing nuisance/risk caused by the property remaining in an empty and/or derelict state.

Risks of the Procedure

This procedure has a serious financial risk to the absent property owner, as a sale is undertaken at a lower rate than would ordinarily be achieved through a private sale. Therefore, if there is any error or failure on the part of the Authority in bringing about a sale, such as a failure to properly serve any Abatement Notice, there is a risk to Bury Council of an action being brought by the absent owner for any loss incurred.

It is therefore imperative that each case is reviewed thoroughly to ensure compliance before a sale takes place.

Further, the enforced sale procedure is fundamentally reliant upon a sale being achieved. If there is no interest to purchase the Property, the process will ultimately fail and alternatives must be considered which are likely to create additional challenges (for example, Empty Dwelling Management Orders).

Legal Basis for the Procedure

Where a Local Land Charge is registered in Part 2 of the Local Land Charges Register, the Authority has power to enforce the Charge and has all the powers and remedies available to a mortgagee under the Law of Property Act 1925.

This power is confirmed in the relevant Statute which gives the Authority the right to register the Local Land Charge (e.g. Environmental Protection Act 1990) or, more generally, by way of Section 7 Local Land Charges Act 1975 which confirms that a Local Land Charge takes effect as if it had been created by a Deed of Charge within the meaning of the Law of Property Act 1925.

Pursuant to section 101(i) Law of Property Act 1925, the Authority has the power of sale in respect of any Local Land Charge without the necessity of Court proceedings. Further, Section 87(1) of the Law of Property Act 1925 confirms a legal right of possession.

Where the relevant statute confers Law of Property rights, any charge raised on the premises *and 'on all estates and interests therein'* will rank in priority to any other charges on the Property. If the charge is a "charge on the premises" only then case law still suggests the wording is sufficient to create a priority charge (*Paddington Council ~v~ Finucane (1928)*; *Bristol Corporation ~v~ Virgin (1928)*; *Westminster City Council ~v~ Haymarket Publishing Ltd (1981)*).

If the right is only granted by the general provision set out at Section 7 of the Local Land Charges Act 1975 then the Council's charge will not necessarily take priority over other charges.

Will the Limitation Act 1980 apply?

Section 20 of the Limitation Act 1980 provides that:

"no action shall be brought to recover the principal sum of money secured by a mortgage or other charge of property or the proceeds of the sale of the land after the expiration of 12 years from the date on which the right to receive the money accrued".

Generally, the right to receive money accrues when the default works have been completed and not when any invoice or demand is sent out.

SECTION A – PUBLIC PROTECTION ROLE

Nomination for the ESP

Properties are nominated for the ESP from various sources:

- Environmental Health Officer/Empty Property Officer
- Council Officer
- Council Tax
- Local Councillors
- Member of the public

All nominations must be made in writing, this can include e-mail. Once a nomination has been received, checks will be made on the property to ascertain whether or not it is suitable for the ESP.

Criteria for the Procedure

The property will be deemed unsuitable for the ESP if:

- The property is subject or proposed to be subject to a Compulsory Purchase Order (CPO);
- The Local Land Charges are over 12 years old (if there has been a part-payment in this period as the 12 year period commences from the date of the last payment) as an action to recover property will be statute barred in accordance with Section 20 of the Limitation Act 1980;
- An Order for Possession is required from the Court, for example where:
 - Any part of the property is currently occupied;
 - Any part of the property has been occupied in the last 6 months;
 - The property is the owners main home and is empty because they are temporarily living elsewhere (e.g. member of the armed forces) or they are being cared for or are caring for someone away from home and there is a reasonable prospect of their return;
 - The property is subject to ongoing probate, insolvency or matrimonial action.

The property may be deemed unsuitable for the ESP if:

- It is the opinion of the Authority that the owner lacks capacity to conduct proceedings within the meaning of the Mental Capacity Act 2005 unless an appropriate Deputy or Litigation Friend has been appointed;
- After thorough investigation and consultation with appropriate services, it is the opinion of the Authority that the owner is considered a vulnerable person in accordance with any policy or procedure currently adopted by the Authority;
- The property is currently being actively marketed for sale at a value which the Council considers reasonable for the property. If the Council

is of the opinion that the owner is unnecessarily delaying a sale (for example, by marketing the property at an unreasonably high cost, unreasonably refusing offers to purchase the property, stalling the progress of a sale without reasonable cause, continually changing Estate Agent without reasonable cause etc.), the Council will be at liberty to set a reasonable deadline for the sale of the property failing which it will be at liberty to implement the ESP.

Wherever possible, there must be at least two Local Land Charges registered against the Property for a total debt exceeding £1,000.00. Expenses incurred as a result of works in default under the following statutes can be secured by way of a Local Land Charge:

Charges over all estates [and interests] – rank in priority

- Environmental Protection Act 1990 s.80
- Housing Act (HA 2004 s11, s12, s28, s29, s20, s21, s40, s43)
- Prevention of Damage by Pests Act (PDPA 1949 s4)
- Building Act (BA 1984 s59, s76, s77, s78 s.79)

Charge falls within Section 1(1)(a) Local Land Charges Act 1972 - do not rank in priority

- Planning (Listed Buildings and Conservation Areas) Act 1990 s38
(in accordance with Regulation 11(2) Planning (Listed Buildings and Conservation Areas) Regulations 1990)
- Town and Country Planning Act 1990 s.172, s215
(in accordance with Regulation 14(2) and (3) Town and Country Planning General Regulations 1992)

Any claims for expenses incurred for works in default under the following Acts cannot be secured as a Local Land Charge, so cannot be considered under the ESP:

- Public Health Act 1961 s17
- Local Government (Miscellaneous Provisions) Act 1982 s29
- Planning (Listed Buildings and Conservation Areas) Act 1990 s54

In the event expenses are incurred for works carried in default of a Statutory Notice not detailed above, enquiries must be made with Legal Services to establish that the debt can be secured by way of Local Land Charge and that any such charge can be enforced by way of the ESP.

Can the Authority use the ESP if the debt is less than £1,000?

The Authority can consider using the ESP where the debt is less than £1,000.00 if:

- An empty and/or derelict property is deemed to be causing an excessive and persistent problem which affects others in the area;
- The owner cannot be traced or is refusing to co-operate with the Authority;
- It is likely that further expenses will be incurred by the Authority against the Property if action is not taken.

In order to proceed where the value of the security is less than £1,000.00, authorisation from a senior officer within the Authority must be sought and an operational decision form outlining why such action must be taken should be completed and approved.

What Happens if an Order for Possession is required?

If, in the opinion of Legal Services, an Order for Possession is required then the property will be deemed unsuitable for the ESP.

In such cases, a claim for possession will be brought before the Court in accordance with the Civil Procedure Rules 1998 seeking an Order.

An Order for Possession is at the discretion of the Court and it is therefore recommended that the Council only consider such action in the event there is a significant reason to seek possession, such as but not limited to a history of repeated failures or default by the owner/occupier.

Enforced Sale Procedure – Pre-Action

An ESP file must be opened and the checklist at Appendix B secured to the front of the file for completion as the case progresses. The following initial enquiries must be undertaken.

1. Identifying the Owner

Every effort must be made to trace and contact the owner of the Property. Examples of facilities available to the Council to conduct a trace include:

- If the property is registered at HM Land Registry:
 - A search is undertaken against any registered title at HM Land Registry (Legal Services can provide this service if required);
- If the title to the land is believed to be unregistered:
 - An index map search must be undertaken to ensure the property is not registered (Legal Services can assist if required);
 - Using any known information in respect of the identity of the owner(s), a Land Charges Act 1972 must be carried out;
- Service of Notice pursuant to Section 16 Local Government (Miscellaneous Provisions) Act 1976 upon any party with an interest in the property (an example Notice and form of reply is included in Appendix A to this procedure);
- Council Tax records (last payer);
- Electoral Register search;
- Search of Empty Property Database;
- Request to Customer Accounts to conduct trace through Experian;
- Enquiries with neighbours or known relatives/acquaintances.

It is not fatal if the owner cannot be traced but additional conditions will be required within the contract for sale.

2. Inform Customer Accounts

Customer Accounts (generic email account) must be informed of the proposed action to ensure that any recovery action they are undertaking and/or considering in respect of the same debt is put on hold.

An example e-mail to be sent to Customer Accounts is included at Appendix C.

3. Certify Case Suitable for ESP

A proper officer in the department which issued an Abatement Notice and arranged any requisite works must review each Abatement Notice served and certify that:

1. they have been properly served in accordance with the relevant statutory authority;
2. that the works have been carried out by the Authority in default and all relevant documents such as invoices and purchase orders can be provided;
3. that the expenses have been properly raised (inclusive of service of any requisite notice for expenses);
4. that a Local Land Charge has been recorded in Part 2 of the Register.

Particular attention must be given to any Notice served under the Environmental Protection Act 1990, as the procedure for service under this Act is more involved than other public health statutes. In particular, there is no provision within section 160 of the Act for service by way of affixing a notice to the property. However, Section 233 of the Local Government Act 1972 supplements the Environmental Protection Act by permitting service by affixing to the property if, following reasonable enquiry, the name or address of any owner, lessee or occupier of land whom the notice is to be served cannot be ascertained.

The reviewing officer should be satisfied that service has been properly effected, subject to any relevant enquiries under Section 233, before approving the case for the ESP. There is attached at Appendix D a certification form that must be completed by the proper officer and included in the ESP file.

4. Review Local Land Charge Register

A review should be undertaken to ensure all Local Land Charges are properly recorded on the register.

In addition, where a Property has been sold or transferred since the original Statutory Notice was served, the proper officer must be satisfied that any relevant Local Land Charges upon which we intend to enforce were registered prior to sale and/or transfer.

In the event a Local Land Charge was not recorded properly prior to the sale and/or transfer, Legal Services should be consulted to consider if the Charge is binding on any successive owner.

5. Consider Serving further copies of all Notices

All the notices originally served and notices of demand for payment may be re-served on the property to ensure that an owner or interested party is made aware of the debt and ensures there is adequate evidence of service available. Service should comply with the relevant statutory provisions.

To avoid confusion, the Notices should be served separate to and prior to referral to Legal Services for service of the Section 103 Notice (at least 28 days before).

SECTION B – LEGAL SERVICES FILE

Referral to Legal Services

If no payment is received and a decision is made to refer the matter for ESP then the matter should be referred to the Dispute Resolution Team. An example memo to Legal Services is provided at Appendix E.

If the steps referred to above have not been followed Legal will take no action but return the file to the instructing department for further action. If Legal are satisfied that the instructing department has complied with this procedure they will assign a Legal File reference to the matter.

1. Section 103 Notice to owner

Where the owner has been identified, notice must be sent pursuant to Section 103 Law of Property Act 1925 before the ESP can be implemented. An example Section 103 Notice is attached at Appendix F.

If the Notice is affixed to the Property a photograph must be taken with time and date stamp as evidence of service.

The ESP cannot be commenced until at least three months has elapsed since the date of service of the Section 103 notice.

2. Final Notice to Owner and Chargeholder requesting Deeds

If there is no satisfactory response to a Section 103 notice, Legal will consider sending a letter to the owner. A letter can also be sent to any Chargeholders noted on the HM Land Registry extract of title if the Property is registered. If the land is unregistered this letter can be sent to any party with the benefit of a caution against First Registration

The purpose of these letters is as follows:

- a) to provide final notice of intention to register our interest at HM Land Registry and thereafter proceed with sale;
- b) to grant a final opportunity for payment to be made prior to proceeding;
- c) to try and obtain copies of the Deeds to the relevant Property.

Examples of the letter to the owner and Chargeholder are attached at Appendix G and Appendix H.

No further action will be taken by Legal Services for at least 28 days to allow the person(s) served to respond. If the original Deeds are received they are to be stored with the Legal ESP file.

3. Final Registered/Unregistered Title Action – Legal L&D

a. Registered Property

If the Property is registered at HMLR the charge(s) due to the Council will need to be registered against the title before a sale can take place. In order to register the charge, it is necessary for a sealed resolution to be prepared which will include statutory provisions, service of notices, registration of the charge and certification that the Council has all necessary rights and powers to apply for registration.

An example Resolution is included at Appendix I.

The following forms are then forwarded to HM Land Registry:

- The sealed form of resolution;
- Form AP1 (application to change the register);
- Form SC (application for noting the overriding priority of the statutory charge);
- The Land/Charge Certificate or a copy of the letters sent requesting the same;
- Registration fee (currently £50 per charge).

Legal will await confirmation of Registration from HM Land Registry. Upon receipt a final letter is to be sent to the owner and any other interested party advising of our intention to sell (Appendix J).

b. Unregistered Property

If Title to the Property is believed to be unregistered:

- i) Legal will undertake a further index map search to ensure the Property is not registered;
- ii) Legal will use any available information regarding the identity of the owner and carry out a Land Charges Act 1972 search;
- iii) If the searches reveal any new or additional information about the owner(s), Legal will undertake the re-serve any notices as necessary before proceeding with a sale;
- iv) If the identity of the owner is unknown or there is no reply to all notices served upon the last known owner then Legal will provide certification that all necessary enquiries have been made (an example is attached at Appendix K) and then proceed with a sale of the Property on the basis any contract for sale will need to contain special conditions to assist any purchaser in registering Title.

Example special conditions of sale are included at Appendix M.

4. Referral to Property Services for Valuation and Sale

Legal will check no payment has been received since delivery of any additional notices/letters and thereafter refer the matter for valuation and sale by the Property Services Department (an example memorandum for this purpose is attached at Appendix L).

A copy of this memorandum must also be delivered to Legal Services Land & Development department who will create a sale file. Land & Development will also be provided with copies of all relevant papers from Dispute Resolution, including

- Any original deeds;
- (if registered land) confirmation of registration of the charge from HMLR;
- (if unregistered land) confirmation of all enquiries made;
- Copies of all relevant correspondence;
- Details of the total secured debt due to the Council (this can include not only the charge registered at HMLR but any other secured debt (e.g. Local Land Charges, Charging Orders etc.);'
- A schedule of costs prepared by Dispute Resolution for legal costs in preparing the case for sale, such costs to be included in the total costs recovered following sale.

5. The Sale

Sale by Auction

The same rules apply to a sale under the ESP as to any sale by a mortgagee. It is considered that sale by way of auction or sealed offers with a guide price is the most expedient method of disposal, as we are entitled to accept the highest bid for the Property if it has been advertised in a properly published auction.

Prior to sale, a valuation is required to enable the Council to ascertain an appropriate guide price sale figure.

Sale by Private Treaty to a Preferred Purchaser

As a key reason for implementing the Enforced Sale Procedure is to encourage the renovation or improvement of a Property, the Authority is entitled to consider a sale by private treaty to a preferred purchaser, particularly registered social landlords without full exposure to the property market. A sale to a registered social landlord will probably result in the improvement of the subject property and may also influence or enable several properties to be renovated.

In order to avoid any claim that the property has been sold at an undervalue, the Authority must obtain two independent valuations of the property which will then be considered by the Authority's surveyor who will determine an appropriate sale price.

6. Contract of Sale

The contract of sale will be the same as any contract for sale by a mortgagee and will be prepared by Legal Services Land & Development Department.

Where the property is unregistered and we have no deeds or details of any incumbrances affecting the land, the contract of sale will need to reflect this and an example of such a contract is attached at Appendix M.

Further, following the sale HM Land Registry will require the Council to provide certification that they have the necessary rights and powers to dispose of the property. An example of this letter is attached at Appendix N.

7. Following Sale

Following a sale, the following will be discharged from the proceeds of sale (listed in order of priority):

1. auctioneers fees;
2. the costs of and occasioned by the sale of the Property including legal fees, surveyors fees and any administration charges;
3. the statutory secured debt due to the Council if in priority;
4. if sufficient surplus remains, any other secured debts (both to the Council or other creditors) or any part thereof are paid in accordance with the usual priority afforded following registration;

If the proceeds of sale are not enough to clear the total secured debt due to the Council, we are at liberty to commence County Court debt recovery proceedings to recover the balance from the owner (if known).

If, following sale and discharge of all secured debts and costs, any surplus remains it must be returned to the owner. If the Council is unaware of the owner(s) whereabouts, the balance must be held against the property in an interest bearing account indefinitely, as the monies are held on the trusts provided by Section 105 of the Law of Property Act 1925 and will never become statute barred.

Alternatively, any surplus monies can be paid into Court under Section 61 of the Trustee Act 1925. It is recognised that payment into Court by Trustees is discouraged but where a beneficiary cannot be found a payment into Court can be justified.

APPENDIX A

Section 16 Local Government (Miscellaneous Provisions) Act 1976 **Notice and Reply**

IMPORTANT – THIS COMMUNICATION AFFECTS YOUR INTEREST IN PROPERTY

SECTION 16 OF THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS)
ACT 1976

To: [insert name]
Of: [insert address]
Re: Premises at: [insert description of relevant property]

Function: In order to ascertain details of ownership to discharge duties under [detail relevant Statutory Authority e.g. section 80 Environmental Protection Act 1990].

TAKE NOTICE that pursuant to the above provisions you are hereby required within 14 days of the date of service of this notice upon you, to furnish to the Council the particulars requested on the attached form relating to the above property.

Dated: [insert date]

.....
(Signature of proper officer)

NOTES

If you require any help in completing the reply form, please telephone [insert number] and quote reference [insert reference].

By Section 16(1) of the Local Government (Miscellaneous Provisions) Act 1976, the Council is empowered to require the information requested on the attached form from you. If you fail to comply with the requirements of this notice or if you furnish any information which you know to be false, or recklessly make a statement which is false you will be guilty of an offence and liable on summary conviction to a fine not exceeding Level 5 (£5,000).

Additional copies of this notice may be purchased at a cost of £1.25 per page.

DEPARTMENT [insert name]

Appendix A – EXPLANATORY NOTE IMPORTANT INFORMATION

Why you're receiving this notice:

The Council is trying to find out who owns or is responsible for a particular property. This is part of its legal duty to deal with issues like housing conditions, environmental concerns, or planning enforcement.

What you need to do:

You are legally required to fill in and return the attached form within 14 days. The form asks for details about your connection to the property (e.g. owner, tenant, manager) and who else might have an interest in it.

Why it matters:

This request is made under Section 16 of the Local Government (Miscellaneous Provisions) Act 1976. If you don't respond, or if you knowingly give false or misleading information, you could be committing a criminal offence and may be fined up to £5,000.

Need help?

If you're unsure what this notice means or how to respond, you should get legal advice straight away. You can also contact the Council using the phone number provided in the notice and quote the reference number.

REPLY FORM

SECTION 16 OF THE LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS)
ACT 1976

To: [insert **OUR OFFICERS** name]

Of: [insert **OUR** address]

Ref: [insert **OUR** reference]

The information required in your Notice dated [insert date] relating to the premises/land at: [insert address/location].

1. Nature of my interest in the premises/land (e.g. owner, occupier, mortgagee, lessee etc.)

.....
.....

2. Name and address of occupier(s) of the premises/land:

.....
.....

3. Name and address of the owner(s) of the premises/land:

.....
.....

4. Name and address of any other person(s) having an interest in the premises/land (e.g. Building Society, Bank etc.):

.....
.....

5. The nature of any person's interest mentioned at (4) above:

.....
.....

6. Name and address of any person authorised to manage or arrange for the letting of the said premises/land:

.....

.....

I HEREBY CERTIFY that the answers to the above questions are true so far as the same are within my knowledge.

Dated this day of 20

Signed:

Full name (block capitals):

Address:

APPENDIX B**ESP File Checklist****Reference:**

Property Address:	
Owner Details: (attach search info)	
(if the owner is unknown confirm what searches have been undertaken and ensure copy documents are stored on the file)	
Statutory Notices have been reviewed and are valid and have been correctly served (attach copy certification)	Date of Review: Reviewing Officer:
Local Land Charge Total (attach LLC details)	£
Customer Accounts informed (attach copy and response)	Date of Enquiry: Response Date:
Date file sent to Legal:	Date sent: (send full copy of file)
LEGAL SERVICES	
Notice served under Section 103 Law of Property Act 1925	Date of Service:
Date of Expiry of Section 103 Notice (3 months)	Date of Expiry:
Final Notice sent to Owner (including request for Deeds)	Date of Letter:
Notice sent to Chargeholder (including request for Deeds)	Date of Letter: (if there is no known Chargeholder please state)
Deeds Received?	No / Yes – Date:
REGISTERED TITLE	
AP1 sent to HM Land Registry (must attach sealed Resolution, form SC and either Land/Charge Certificate or Final Notice to owner/chargeholder)	Date sent:

Confirmation of Registration received from HM Land Registry	Date received:
Letter – Intention to sell sent	Date sent:
UNREGISTERED TITLE	
Certification of Compliance by Legal Officer	Date:

APPENDIX C

Example e-mail to Customer Accounts – send to “Customer Accounts”

Re: [Proprietor Name] of [Property Address].
[Customer ID: ##### - *if known*]

As you will be aware, the Council has the benefit of Local Land Charges against the above-mentioned property in the total sum of [£amount charged]. The property is currently in an empty and/or derelict state and I am therefore considering commencing Enforced Sale proceedings.

I should be grateful if you would assist as follows:

1. Please update the notes for the Customer on the Accounts system as follows:
 - a. To confirm that this matter is currently subject to Enforced Sale proceedings;
 - b. That the balance of the outstanding Local Land Charges should be paid following a sale;
 - c. That any queries in respect of the account should be directed to the writer;
 - d. That any alternative recovery proceedings in respect of this debt should immediately be placed on hold.
2. Please confirm any alternative service addresses you have for the debtor on the account?
3. According to your records on the account, from what date has the property been vacant?
4. Please let me have any other information you recorded on this account which you believe may be useful to me.

The Enforced Sale Procedure may result in the possession and sale of the property and any secured debt in favour of the Council will be paid from the proceeds of sale, subject to sufficient funds being realised.

I look forward to hearing from you.

Kind regards.

APPENDIX D

CERTIFICATION OF SUITABILITY FOR ENFORCED SALE

IMPORTANT – THE CERTIFYING OFFICER MUST BE SATISFIED THAT ANY STATUTORY NOTICES HAVE BEEN PROPERLY SERVED IN ACCORDANCE WITH THE RELEVANT STATUTORY AUTHORITY AND/OR SECTION 233 LOCAL GOVERNMENT ACT 1972

Proper Officer: [insert name]
Position: [insert job title]
Telephone: [insert extension]
Re: Premises at: [insert description of relevant property]

The following Notices have been served upon [insert name or state “the owner” if unknown] of the relevant premises and works undertaken in default:

1. Notice pursuant to [insert type] served on [date served] by way of [method of service]. Works in default of this Notice undertaken on [date of works] at a cost of [£total cost of works]. A Local Land Charge in respect of these works was recorded on Part 2 of the Register on [date of local land charge];
2. Notice pursuant to [insert type] served on [date served] by way of [method of service]. Works in default of this Notice undertaken on [date of works] at a cost of [£total cost of works]. A Local Land Charge in respect of these works was recorded on Part 2 of the Register on [date of local land charge];
3. etc.

*[Enquiries were required to be made pursuant to Section 233 of the Local Government Act 1972. The enquiries made were as follows [insert full details]

*Delete if not relevant

I HEREBY CERTIFY that I believe service is proper and in accordance with the law and that the information provided herein is true to the best of my knowledge and belief.

Dated this day of 20

Signed:

Full name (block capitals):

APPENDIX E

Memo to Legal Services

TO: LEGAL SERVICES – Land and Development
Second Floor, Town Hall, Bury, BL9 0SW

INSTRUCTING OFFICER: [Instructing Officer name]

REFERENCE: [Client reference]

INSTRUCTION TO COMMENCE ENFORCED SALE PROCEEDINGS

I refer to the above matter.

Please find a copy of the ESP file in respect of [property address] which is [not] registered at HM Land Registry.

The file includes the following:

- Checklist completed up to the date of your instruction;
- All relevant Statutory Notices;
- Full Local Land Charge information;
- HMLR search information;

Please proceed to serve Section 103 Notice. In the event that the outstanding charges are not settled within 3 months of service of the Section 103 Notice, it is our instruction that you should register our interest at HM Land Registry and seek a sale of the Property at your very earliest convenience.

I confirm that at the date of this instruction no payments have been received to the pay the outstanding debts and the current balance is £[debt due].

I thank you in anticipation of your assistance.

Kind regards.

[Instructing Officer name]

APPENDIX F

Section 103 Notice – Sent on letter addressed to owner of relevant Property

Dear [Sir/Madam]

Re: [Address of Property]

LAW OF PROPERTY ACT 1925, SECTION 103(1) NOTICE

As you will be aware, the Council served you with Notice(s) requiring you to carry out certain works to the above property, copies of which are attached. As you failed to comply the Council, in default, carried out the required works at a total cost to the Council of £[total amount charged]. Further details are as follows:

4. Notice pursuant to [insert type] served upon you on [date served]. The Council carried out the required works at a cost of £[balance];
5. Notice pursuant to [insert type] served upon you on [date served]. The Council carried out the required works at a cost of £[balance];
6. etc.

In accordance with the above-mentioned statute(s), the debts due have taken effect, until recovered, as Local Land Charges on the above property. The Council has all the same powers and remedies under the Law of Property Act 1925 and otherwise, as if it was a mortgagee by deed having powers of sale and Lease, of accepting surrenders of leases and of appointing a receiver.

You are required to pay the total sum of £[total balance payable], which includes any applicable interest, by no later than 28 days from the date of service of this Notice. In the event payment is not made the Council will proceed as follows:

1. Proceedings will be issued against you in the County Court for recovery of the Debt and will include a claim for costs and interest; or
2. **If the debt is not paid within three months from the date of service of this Notice, the Council will sell the above property or some part of such property.**

Please note that this letter constitutes Notice pursuant to Section 103(1) of the Law of Property Act 1925.

I sincerely hope further action is not necessary and look forward to receiving payment. If you wish to discuss the matter, please call the writer on the number above.

Yours faithfully

Appendix F - EXPLANATORY NOTE – SECTION 103 LAW OF PROPERTY ACT 1925

You are receiving this notice because the Council has carried out works to your property after you failed to comply with legal requirements previously set out in formal notices.

The Council is now seeking repayment of the costs it incurred.

Under Section 103 of the Law of Property Act 1925, the Council has the same legal powers as a mortgage lender. This means:

The money owed is treated as a legal charge against your property.
The Council can take legal action to recover the debt, including:

- County Court proceedings for repayment, including interest and costs.
- Selling the property if the debt remains unpaid for three months.

This section of the law is designed to give the Council strong enforcement powers when recovering costs for works it has lawfully carried out in default of the property owner.

What you need to do:

Pay the amount stated in the notice within 28 days.

If you do not pay, legal action may follow, including the potential sale of the property.

Need help? If you do not understand this notice or what it means for you, it is strongly recommended that you seek independent legal advice immediately

APPENDIX G

Letter to Owner Requesting Deeds

Dear [Sir/Madam]

Re: [Address of Property]

As you will be aware, the Council served you with Notice(s) requiring you to carry out certain works to the above property and as you failed to comply the Council, in default, carried out the required works at a total cost to the Council of £[total amount charged]. Notice was then served upon you pursuant to Section 103 Law of Property Act 1925 on [date of 103 notice].

As you have failed to make payment, it is our intention to sell the premises and apply the proceeds of sale towards discharging the outstanding debt and any associated costs.

I should therefore be grateful if you would discharge the outstanding debt or, if you are not prepared to do this, forward all title deeds in your possession relating to the Property. If you are not in possession of the deeds, please contact me to confirm the whereabouts of these documents.

If I hear nothing from you within 21 days of the date of this letter I will proceed to register our charges against your title in any event. In addition, any additional costs incurred by the Council as a result of your inability or unwillingness to supply to the deeds will be payable by you.

If you wish to discuss this matter further please do not hesitate to call me.

Yours faithfully

Appendix G -EXPLANATORY NOTE – REQUEST FOR TITLE DEEDS

You are receiving this letter because the Council previously served you with legal notices requiring you to carry out works to your property. As you did not comply, the Council carried out the works itself and has since served a **Section 103 Notice under the Law of Property Act 1925**, notifying you of the debt owed.

Despite this, the debt remains unpaid. The Council now intends to **sell the property** to recover the outstanding costs.

Why the Council is requesting the title deeds:

- The Council needs the **title deeds** (legal documents proving ownership) to proceed with the sale of the property.
- If you do not provide the deeds or confirm their location, the Council will register its legal charge against the property and may incur further costs in obtaining the necessary documentation.

What you need to do:

- Either **pay the outstanding debt** in full within **21 days**, or
- **Send the title deeds** you hold, or
- **Contact the Council** to confirm where the deeds are held (e.g. with a solicitor or mortgage lender).

Important:

- If you do not respond within 21 days, the Council will proceed to register its charge against the property.
- Any **additional costs** caused by delays or failure to provide the deeds will be added to the debt and will be **payable by you**.

Need help? If you do not understand this letter or what it means for you, it is strongly recommended that you seek **independent legal advice** immediately

APPENDIX H

Letter to First Chargeholder Requesting Deeds

Dear Sirs

**Re: [Address of Property]
Title No. [Title No. of Property]
Your Charge Dated: [Date of Charge]**

I note from that you have the benefit of [a First Registered Charge against][Caution against First Registration of] the interest of [proprietor name] ("the owner") in the above-mentioned property.

The Council served Statutory Notice(s) upon the owner requiring certain works to be carried out at the above property. The owner failed to comply and the Council, in default, carried out the required works at a total cost to the Council of £[total amount charged]. These costs have been registered in Part 2 of the Register of Local Land Charges as financial charges.

Accordingly, the Council has the benefit of a charge on the premises and all estates and interests therein and the Council has, for the purposes of enforcing the charge, all the same powers and remedies under the Law of Property Act 1925 and otherwise as if it were a mortgagee by deed, having powers of sale, of lease, of accepting surrenders of leases and of appointing a receiver. The said statutes confer a priority on the Council's charge over your own charge and, therefore, when registered, the Council will be the first chargee.

It is therefore our intention to register the financial charges against the title to the property and thereafter exercise our power of sale so that the proceeds of sale can be used towards the discharge of the debt due to the Council.

I should therefore be grateful if you would contact me to confirm if you are willing to discharge the outstanding debt. If you are not prepared to do this, please forward all title deeds in your possession relating to the Property. If you are not in possession of the deeds, please contact me to confirm the whereabouts of these documents.

I look forward to hearing from you within 21 days of the date of this letter. In the meantime, should you have any queries please do not hesitate to call me.

Yours faithfully

APPENDIX I

Example Resolution Form in support of application for Charge to be Registered at HM Land Registry

Section 76, Building Act 1984

PROPERTY:[Property Address]

1. Whereas Bury Metropolitan Borough Council ('the Council') is a 'local authority' within the meaning of Section 126 of the Building Act 1984 ('the Act').
2. And whereas a local authority, if it considers that any premises are in such a state as to be prejudicial to health or a nuisance, and unreasonable delay in remedying that defective state would be occasioned by following the procedure prescribed by Section 80 of the Environmental Protection Act 1990 may, under Section 76 of the Act, serve Notice on the owner or occupier of those premises stating that the local authority intend to remedy the defective state and may do so, subject to there being no counter-notice served by the owner or occupier.
3. And whereas a notice under Section 76 of the Act is to be served in accordance with Section 94 of the Act.
4. And whereas the expense of such works may, by virtue of Subsection (2) of Section 76 of the Act, be recovered from the owner or occupier of the premises and such expense plus interest thereon, by virtue of Section 107 of the Act, from the date of completion of the works shall, until recovered, be a charge upon the premises and all estates and interests in them and gives a local authority for the purposes of enforcing such a charge, all the powers and remedies under the Law of Property Act 1925 and otherwise as if they were mortgagees by deed.
5. And whereas such charge is by virtue of Section 1(1)(a) of the Local Land Charges Act 1975, capable of registration as a Local Land Charge.
6. And whereas, under Section 7 of the Local Land Charges Act 1975, a local land charge falling within the aforementioned Section 1(1)(a) takes effect as if it had been created by deed of charge, by way of legal mortgage within the meaning of the Law of Property Act 1925, but without prejudice to the priority of the charge.
7. And whereas Section 101 of the Law of Property Act 1925 provides that a mortgagee by deed shall have inter alia the power of sale of the property so mortgaged.

8. And whereas pursuant to a notice dated [] the Council gave Notice to the owner or owners of the property known as [] ('the premises') under Section 76 of the Act by serving the Notice in accordance with Section 94 of the Act by -

ALTERNATIVE 1 addressing the Notice to [] and delivering it to that person **and/or**

ALTERNATIVE 2 addressing the Notice to [] and leaving it or sending it in a pre-paid letter addressed to that person at [] being the usual or last known residence of that person **and/or**

ALTERNATIVE 3 addressing the Notice to the Secretary or Clerk of [Limited] at [], being the registered or principal office of [Limited] and delivering it or sending it in a pre-paid letter to that address **and/or**

ALTERNATIVE 4 (it not being practicable, after reasonable inquiry having been made, to ascertain the name and address of the person to or on whom the Notice should be given or served) addressing the Notice to the owner or owners of the premises (naming the premises) and either delivering it to some person on the premises or (there being no person on the premises to whom it can be delivered) affixing the Notice or a copy of it to some conspicuous part of the premises.

ALTERNATIVE 5 (the premises at the date such Notice is given or served being unoccupied) addressing the Notice to the owner or owners of the premises (naming the premises) and affixing the Notice or a copy of it to some conspicuous part of the premises stating that the Council intended to remedy the defective state of the premises after the expiration of [] days from the date of service of the Notice by carrying out the following works: [].

9. And whereas there being no counter-notice served upon the Council within the period prescribed by Section 76(3) of the Act, the Council executed the said works between the [date] and the [date] at a cost to the Council of £[].
10. And whereas on the [date] the Council registered the cost of the works in Part 11 of Bury Metropolitan Borough Council's Local Land Charges Register as a specific financial charge against the premises, such charge attracting interest at such a rate from time to time applying.
11. And whereas pursuant to a Notice dated [] the Council gave Notice to the owner or owners of the property known as [] ('the premises') under Section 76 of the Act by serving the Notice in accordance with Section 94 of the Act by

ALTERNATIVE 1 Addressing the Notice to [] and delivering it to that person **and/or**

ALTERNATIVE 2 Addressing the Notice to [] and leaving it or sending it in a pre-paid letter addressed to that person at [] being the usual or last known residence of that person **and/or**

ALTERNATIVE 3 addressing the Notice to the Secretary or Clerk of [Limited] at [], being the registered or principal office of [Limited] and delivering it or sending it in a pre-paid letter to that address **and/or**

ALTERNATIVE 4 (it not being practicable, after reasonable inquiry having been made, to ascertain the name and address of the person to or on whom the Notice should be given or served) addressing the Notice to the owner or owners of the premises (naming the premises) and either delivering it to some person on the premises or (there being no person on the premises to whom it can be delivered) affixing the Notice or a copy of it to some conspicuous part of the premises.

ALTERNATIVE 5 (the premises at the date such Notice is given or served being unoccupied) addressing the Notice to the owner or owners of the premises (naming the premises) and affixing the Notice or a copy of it to some conspicuous part of the premises stating that the Council intended to remedy the defective state of the premises after the expiration of [] days from the date of service of the Notice by carrying out the following works: [].

12. And whereas there being no counter-notice served upon the Council within the period prescribed by Section 76(3) of the Act, the Council executed the said works between the [date] and the [date] at a cost to the Council of £.
13. And whereas on the [date] the Council registered the cost of the works in Part 11 of Bury Metropolitan Borough Council's Local Land Charges Register as a specific financial charge against the premises, such charge attracting interest at such a rate from time to time applying.
14. And whereas the said monies continue to remain outstanding.

BURY METROPOLITAN BOROUGH COUNCIL being now desirous of exercising their aforementioned power of sale over the premises to recover the costs they have incurred in relation thereto,

HEREBY RESOLVES

- 1(i) To make application to the District Land Registry for Lancashire and Greater Manchester under the Land Registration Act 1925 to register their charge against all titles subsisting in the premises
- 1(ii) To claim, affirm and avow in said application the binding nature of the Council's charge on all estates and interests in the premises and the priority of the Council's charge over all existing and future charges affecting each and every title in the premises (whether or not they be registered), such claims, affirmations and avows being supported by the decisions in Bristol Corporation-v-Virgin [1928] 2.K.B.622 and Paddington Borough Council-v-Finucane [1928] Ch567.
- 1(iii) To affix the Council seal hereto.

HEREBY CERTIFIES TO HM LAND REGISTRY

- 2(i) As recited in paragraph 4 of this resolution, the Act contains provisions conferring a charge on the premises and on all estates and interests therein.
- 2(ii) As further recited in paragraph 4 of this resolution, the Act confers on the Council all the powers and remedies under the Law of Property Act 1925 and otherwise as if it is a mortgage by deed.
- 2(iii) The Council has followed the procedure in the Act as to service of Notices and the carrying out of the works.
- 2(iv) The charge(s) for which an application for registration is made pursuant to 1(i) above affect(s) the whole of the property known as [] and registered under title number(s) [].
- 2(v) As recited in paragraphs 10 and 13 of this resolution, the charge(s) for which an application for registration is made pursuant to 1(i) hereof was/were registered in Part 2 of the Bury Metropolitan Borough Council Register of Local Land Charges on the [] and the []

Dated :

The COMMON SEAL of the
Metropolitan Borough of Bury
was hereunto affixed in
pursuance of an Order of
the Council of the said Borough

Authorised Signatory:

APPENDIX J

Letter to Owner/Chargeholders Confirming Intention to sell

Dear [Sir/Madam]

Re: [Address of Property]

I write further to my letter dated [date of previous letter], in which I advised you of our outstanding claim and requested the Title Deeds to the property.

In that letter I confirmed that the Council had the power to sell the property and to deduct from the proceeds of sale the secured debts due to the Council.

The Council's charge has now been registered at HM Land Registry and it is our intention to now proceed with sale.

If you wish to discuss this matter further please do not hesitate to call me.

Yours faithfully

APPENDIX K

LEGAL SERVICES **CERTIFICATION OF COMPLIANCE** **UNREGISTERED LAND**

IMPORTANT – THE CERTIFYING OFFICER MUST BE SATISFIED THAT ALL RELEVANT ENQUIRIES HAVE BEEN MADE IN ACCORDANCE WITH THE ENFORCED SALE PROCEDURE BEFORE SIGNING

Legal Officer: [insert name]
Position: [insert job title]
Telephone: [insert extension]
Re: Premises at: [insert description of relevant property]

The following searches have been undertaken by Legal Services:

- i) An Index Map Search carried out on [date];
- ii) A Land Charges Act 1972 search carried out on [date];

ALTERANTIVE 1 The searches carried out by Legal Services revealed the owner of the Property to be [name] whose last known address is [address].

ALTERANTIVE 2 The searches carried out by Legal Services revealed the owner of the Property to be [name] whose whereabouts are unknown.

ALTERANTIVE 3 The searches carried out by Legal Services did not reveal any information about the owner of the Property.

I HEREBY CERTIFY that I believe all reasonable enquiries have been undertaken and all Notices have been properly served and/or re-served as necessary and that the Council can now take steps to dispose of the Property:

Dated this day of 20

Signed:

Full name (block capitals):

APPENDIX L

Memo to Property Services and L&D

TO: Legal Services, Property Services, Land and Development

LEGAL OFFICER: [Instructing Officer name]

REFERENCE: [Legal reference]

PROPERTY: [Property Address]

ENFORCED SALE PROCEDURE VALUTION AND SALE OF PROPERTY

The Council has served Notice(s) upon the owner of the above Property requiring the owner to carry out certain works to the above property. The owner failed to comply and the Council, in default, carried out the required works at a total cost to the Council of £[total amount charged].

These debts have taken effect, until recovered, as Local Land Charges on the above property. The Council has all the same powers and remedies under the Law of Property Act 1925 and otherwise, as if it was a mortgagee by deed having powers of sale and Lease, of accepting surrenders of leases and of appointing a receiver.

[ALTERNATIVE 1 – PROPERTY REGISTERED]

The title to the Property is registered at HM Land Registry bearing reference to record [title no.]. Notice has been served upon the owner pursuant to Section 103 Law of Property Act 1925 on [date of 103 notice] and our Charge has been registered against the title by HM Land Registry on [date of registration].

[ALTERNATIVE 2 – PROPERTY UNREGISTERED BUT OWNER KNOWN]

The title to the Property is not registered at HM Land Registry. However, we have traced the person we believe to be the owner of the Property and Notice has been served upon the owner pursuant to Section 103 Law of Property Act 1925 on [date of 103 notice].

[ALTERNATIVE 3 – PROPERTY UNREGISTERED AND OWNER UNKNOWN]

The title to the Property is not registered at HM Land Registry. We have made all necessary enquiries but have been unable to trace anyone with an interest in the Property. However, a sale can still progress as all relevant Notices have been served by affixing to the Property.

As our charges have not been paid, we should be grateful if you would arrange a valuation of the Property and thereafter arrange for its sale. It is our intention to apply the proceeds of sale towards discharging the outstanding debt(s) and any associated costs.

Please note that we are [not] in possession of the Deeds to the Property.

Valuation

Before proceeding with sale, we need to establish what we believe the current value of the property to be. With this in mind I would be grateful if you would:

1. Carry out an external inspection of the property;
2. Provide a brief description of the property;
3. Provide a description of the interior condition, as seen through any accessible windows; and
4. Produce a valuation of the property in its current condition.

In addition to providing the above information in a report, please state who carried out the inspection together with details of their qualifications and experience. It should also include the date when the inspection was made, the prevailing weather conditions on that day and an indication upon what the valuation is based upon (e.g. comparable properties nearby).

We have commenced this procedure on the basis the Property is empty. If, on inspection, it appears that the Property is no longer vacant please let the instructing officer know as soon as possible.

Sale

A copy of this memo has been delivered to Legal Services, Land and Development Department to put them on notice of this matter.

I believe they will be able to draw up an appropriate sale contract, which will be the same as for any normal sale by a mortgagee. [However, as the property is unregistered and we have no deeds or details of any encumbrances, the contract for sale needs to reflect this].

I believe that a sale by way of Auction or sealed offer, with a guide price to be the most expedient method of disposal, as we are generally entitled to accept the highest bid for the Property described and advertised in a properly published auction.

If you require any further information please let me know, otherwise I look forward to hearing from you as soon as possible.

Kind regards.

APPENDIX M

Suggested Special Conditions

Building Act 1984 (Section 76) Charge – Unregistered Property

Suggested Special Conditions

1. The Property

All that Property situate at and known as [] in the Metropolitan Borough of Bury shown for identification purposes only edged on the attached plan.

2. Recitals

2.1 WHEREAS the Vendor is a 'local authority' within the meaning of S.126 of the Building Act 1984 ('the Act') and the steps taken by the Vendor as referred to in these recitals were taken in their capacity as a local authority within the meaning of the Act

2.2 AND WHEREAS a local authority, if it considers that any premises are in such a state as to be prejudicial to health or a nuisance, and unreasonable delay in remedying that defective state would be occasioned by following the procedure prescribed by S.80 of the Environmental Protection Act 1980, may under S.76 of the Act, serve notice on the owner or occupier of those premises stating that the local authority intend to remedy the defective state and may do so, subject to there being no counter-notice served by the owner or occupier.

2.3 AND WHEREAS a notice under Section 76 of the Act is to be served in accordance with Section 94 of the Act.

2.4 AND WHEREAS the expense of such works may, by virtue of Subsection (2) of S.76 of the Act, be recovered from the owner or occupier of the premises and such expense plus interest thereon, by virtue of S.107 of the Act, from the date of completion of the works shall, until recovered, be a charge upon the premises and all estates in them and gives a local authority, for the purpose of enforcing such a charge, all the powers and remedies under the Law of Property Act 1925 and otherwise as if they were mortgagees by deed.

2.5 AND WHEREAS such charge is, by virtue of S.1(1) (a) of the Local Land Charges Act 1975, capable of registration as a local land charge.

2.6 AND WHEREAS under S.7 of the Local Land Charges Act 1975 a local land charge falling within the aforementioned S.1 (1) (a) takes effect as if it had been created by deed of charge by way of legal mortgage within the meaning of the Law of Property Act 1925, but without prejudice to the priority of the charge.

2.7 AND WHEREAS S.101 of the Law of Property Act 1925 provides that a mortgagee by deed shall have inter alia the power of sale of the property so mortgaged.

2.8 AND WHEREAS pursuant to a notice dated [] the Vendor gave notice to the owner or owners of the Property (in these recitals described as 'the Premises') under Section 76 of the Act by serving the notice in accordance with Section 94 of the Act by

ALTERNATIVE 1 Addressing the notice to [] and delivering it to that person **and/or**

ALTERNATIVE 2 Addressing the notice to [] and leaving it or sending it in a prepaid letter addressed to that person at [] being the usual or last known residence of that person **and/or**

ALTERNATIVE 3 Addressing the notice to the Secretary or Clerk of [Limited] at [] being the registered or principal office of [Limited] and delivering it or sending it in a prepaid letter to that address **and/or**

ALTERNATIVE 4 (It not being practicable after reasonable inquiry having been made to ascertain the name and address of the person to or on whom the notice should be given or served) addressing the notice to the owner or owners of the Premises (naming the Premises) and either delivering it to some person on the Premises or (there being no person on the Premises to whom it can be delivered) affixing the notice or a copy of it to some conspicuous part of the Premises.

ALTERNATIVE 5 (the Premises at the date such notice is given or served being unoccupied) addressing the notice to the owner or owners of the Premises (naming the Premises) and affixing the notice or a copy of it to some conspicuous part of the Premises stating that the Vendor intended to remedy the defective state of the Premises after the expiration of [9] days from the date of service of the notice by carrying out the following works:

2.9 AND WHEREAS there being no counter-notice served upon the Vendor within the period prescribed by S.76(3) of the Act, the Vendor executed the said works between the [] and the [] at a cost to the Vendor of [£].

2.10 AND WHEREAS on the [date] the Vendor registered the cost of the works in Part 11 of the Bury Metropolitan Borough Council Local Land Charges Register as a specific financial charge against the Premises, such charge attracting interest at such a rate from time to time applying.

2.11 AND WHEREAS the expenses incurred by the Vendor as referred to in Recital 2.9 have become a charge on the premises by virtue of Section 107 of

the Act as more particularly referred to in Recital 2.4 and the said expenses continue to remain outstanding.

3 Title

3.1 The title to the property is unregistered and the Vendor does not have in its possession any of the title deeds or documents relating to the Property and the Purchaser shall raise no requisition thereon or objections thereto and shall not be entitled to postpone or delay completion as a result thereof.

3.2 The Vendor cannot produce an up-to-date receipt in respect of any yearly rent (if any) payable on the Property nor any other evidence that any such rent has been paid to date (and in which respect the Vendor shall not be liable for any arrears of such rent up to the date of Actual Completion and which liability the Purchaser will assume on Actual Completion) and the Purchaser shall raise no requisition nor be entitled to delay or postpone completion as a result thereof.

3.3 The Purchaser purchases with full knowledge of the fact that on first registration of the title to the Property at HM Land Registry the Chief Land Registrar will make an entry against such title on the following (or similar terms) and the Purchaser shall make no claim or demand against the Vendor in regard thereto:

"The Property is subject to such restrictive covenants and to such rent charges as may have been imposed thereon before [*this will be the date of application for first registration*] and are still subsisting and capable of taking effect".

4 Possession

Vacant possession of the Property will be given to the Purchaser on Actual Completion.

5 Covenants for Title

5.1 The Vendor is selling all of the estates and interests in the Property as are bound by the Charge(s) arising under Section 107 of the Building Act 1984 as referred to Recital 2.11 of these Special Conditions but freed and discharged from the said Charge(s).

5.2 Sections 1 to 9 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this Agreement and the Transfer of the Property to the Purchaser ('the Transfer') and the Transfer shall contain the following provisions:

5.2.1 In consideration of £[**naming the amount of the consideration**] (receipt of which is acknowledged) the Vendor transfers the Property to the Purchaser

- 5.2.2 The parties agree and declare that the covenants by the Vendor implied by Sections 1 to 9 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this transfer.

6 Matters affecting the Property

The property is sold subject to and (as the case may be) with the benefit of:

- 6.1** all rents rights exceptions and reservations and covenants and conditions provisions and agreements and declarations or otherwise as subsist and relate to the Property without any obligation or liability on the part of the Vendor (whether as a result of its inability to produce the title deeds or documents to the property or otherwise) to define or provide details of the same.
- 6.2** all Local Land Charges whether registered or not before or after the date hereof and all matters capable of being registered as such
- 6.3** all notices served and orders demands proposals or requirements made by any local or public authority whether before or after the date hereof
- 6.4** all actual or proposed orders directions notices charges restrictions conditions agreements or other matters arising under the town and country planning legislation and environmental law.
- 6.5** all covenants exceptions and reservations of whatever nature all rights of way water light air and other rights easements quasi easements liabilities and public or private rights whatever and to any liability to repair or contribute to the repair of sewers drains fences or other like matters as the Purchaser shall have notice of or shall be apparent on inspection of the Property.

7 Indemnity covenant by the Purchaser

The transfer will contain a covenant by the Purchaser with the Vendor that the Purchaser and its successors in title will henceforth observe and perform all such matters subject to which the property is expressed to be sold in Clause 6.1 of these Special Conditions the breach of which would or could expose the Vendor to liability (either direct or indirect) and will contain an indemnity by the Purchaser in favour of the Vendor against all actions proceedings costs claims and demands which may be made against the Vendor in connection with the breach non-performance or non-observance of the same.

8 Subsales

The Vendor will not be required to execute a Transfer of the property to any person other than the Purchaser and in one parcel and by one transfer.

9 General Conditions

- 9.1 'The General Conditions' means the Standard Conditions of Sale (Fourth Edition)

9.2 The General Conditions are deemed to be incorporated herein so far as the same are applicable to a sale by private treaty and are not varied by or inconsistent with these Special Conditions and the 'contract rate' will be four per cent (4%) per annum above the Base Rate for the time being of the Co-operative Bank plc.

9.3 The General Conditions are amended as follows:

9.3.1 Standard Conditions 2.2.5 and 2.2.6 shall not apply and the Deposit shall be paid to the Vendor's Solicitor as agent for the Vendor.

9.3.2 In Standard Condition 3.1.2 subclause (c) the words "and could not reasonably" shall be deleted

9.3.3 Standard Condition 3.4 shall not apply

9.3.4 Standard Condition 4.6.2 shall not apply

9.3.5 Standard Condition 5.1.1 shall not apply and the buyer assumes the risk when the contract is made

9.3.6 Standard Condition 5.1.2 shall not apply and the buyer must buy the Property in whatever physical state it is in at completion.

9.3.7 Standard Conditions 5.2.2 (b), 5.2.2 (e) and 5.2.2 (g) shall not apply

9.3.8 Standard Condition 5.2.3 shall not apply

9.3.9 Standard Condition 5.2.7 shall not apply

9.3.10 In Standard Condition 5.2.2 (f) the words "nor change its use and is to comply with all statutory obligations relating to the property and indemnify the seller against all liability arising as a result of any breach of such obligation" shall be added at the end

9.3.11 In Standard Condition 7.1.1 the words "or in negotiation leading to it" and "or was" shall be deleted

9.3.12 Standard Condition 7.3.2 shall be deleted and the following substituted:

Compensation is calculated at the contract rate on all sums payable under the contract (other than pursuant to Standard Condition 6.3) for the period between the completion date and actual completion.

10 Non-merger

The contract will not merge in the Transfer on completion but will continue in full force and effect in relation to any matters outstanding at completion.

11 Condition of the Property

The Purchaser is deemed to have made a full and complete inspection of the Property and to have full knowledge and notice of the state of repair and condition thereof in all respects and the Purchaser shall make no claim or

demand whatsoever against the Vendor in respect of any matter or thing arising out of or in connection with the state of repair and condition of the Property or any part thereof.

12 Transfer to take effect subject to General and Special Conditions

The transfer is to take effect as if the disposition is expressly made subject to all matters to which the Property is sold subject under the General Conditions and Special Conditions of sale.

13 Completion Date

The sale will be completed at the office of the Vendor's Solicitor before 2.30pm on []

14 Restriction on Assignment

This Agreement is personal to the Purchaser and shall not be capable of assignment.

APPENDIX N

Letter to Land Registry in respect of unregistered property

Dear Sirs

Re: [Property Address]

I refer to the above property, which has today been transferred by the Council under its Enforced Sales Procedure.

On behalf of the Council and being duly authorised to do so, I hereby certify that:

1. as recited in clause [] of the Contract for Sale dated [] the Act (as referred to therein) contains provision conferring a charge on the Premises and on all estates and interests therein.
2. as further recited in clause [] of the said Contract for Sale the Act confers on the Council all the powers and remedies under the Law of Property Act 1925 and otherwise as if they were mortgagee by deed.
3. the Council has followed the procedure in the Act as to service of notices and the carrying out of the works.
4. the charge(s) pursuant to which the Council has disposed of the property affect(s) the whole of the property known as [] today disposed of by the Council.
5. as recited in clause [] of the Contract for Sale the charge(s) pursuant to which the Council has disposed of the property was/were registered in part 2 of the Register of Local Land Charges on the []

Yours faithfully



Classification: Open	Decision Type: Key
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Report to:	Cabinet	Date: 15 October 2025
Subject:	Housing Major Works Programme 2025/26	
Report of	Cabinet Member for Housing Services	

1.0 Summary

At the Cabinet meeting on 12th February 2025 Cabinet agreed the Housing Revenue Account Capital Works Programme budget for 2025/26.

The purpose of this report is to seek formal approval of contract awards, which form part of the Housing Major Works Programme.

The procurement approach regarding the tenders and contract extensions included in this report have been developed in conjunction with Bury Council's Procurement Team. Overall, our tender evaluations are scored based on 60% Price, 30% Quality (site delivery, tenant engagement, health & safety etc.) and 10% Social Value

All contracts for the Major Works Programme more than £500k require approval at Cabinet

2.0 Recommendations

That Cabinet:

- Grant approval to enter into building contacts for energy efficiency and/or renewable energy works to Council properties on Rainsough Estate:
- Successful tender: LivGreen Futures Ltd. Value £1,494,494.93
- Grant approval to a change of contractor to Live Manage Facilitate Ltd for the contract works at Stanley Close and Freetown estates. This contract was previously awarded to Eco Approach Ltd at the July Cabinet, but they are unwilling to stand by their price.
- Successful tender: Live Manage Facilitate Ltd. Value £2,414,071.90

3.0 Background

Decent Homes

A key regulatory requirement for housing is to ensure all Bury Council homes are maintained, as a minimum, at the Decent Home Standard. A key expectation of the Regulator for Social Housing is that all our homes are 'of

good quality, well maintained and safe homes for tenants' and comply with the decent homes standard'.

Energy Projects

The Council has a track record of successful delivery on energy efficiency projects and developed a positive reputation across Greater Manchester for its work in this area. This is reflected in two highly commended awards in the NW Regional Energy Efficiency Awards 2025. Through this work we aim to continue to improve the EPC rating of Council Homes from EPC D or below to a level of EPC rating C or above. This reduces the carbon footprint of the housing stock and improves tenants' homes and lives through more comfortable heated homes and reduction in energy costs.

Energy Procurement

Energy performance of domestic properties is measured through Energy Performance Certificates (EPC). Properties are rated on a scale of A to G. An A rating the best and G least efficient. The national target is a minimum EPC C. Latest data records show that 3,227 Council properties, approximately 42% of our stock, are EPC D or below and do not meet the national EPC targets.

In addition to tendered projects agreed at July Cabinet for energy improvement works, the Rainsough estate in Prestwich is also identified as requiring energy works.

Following advice by Bury Council Procurement a contract has been procured to improve thermal aspects of 46 properties in Rainsough following the retrofit PAS 2035 standard and a "fabric first" approach. This will improve the thermal comfort of homes and will meet targets to get homes to a minimum of EPC C and will meet net zero targets, improve indoor air quality and reduce fuel poverty through thermally efficient homes.

Rainsough Estate Prestwich

Of 46 properties 23 are non-traditional and require renewal of the existing external wall insulation to bring to modern retrofit standards. The windows and doors on the estate have been identified through stock condition surveys as requiring renewal. These works have been incorporated into one tender to undertake a full house approach to fabric of the property improvements.

Works to meet current retrofit standards include ventilation, loft insulation, cavity wall and external wall insulation, energy efficient lighting, windows & doors (as required) and solar photovoltaics to generate renewable energy where possible.

Completing these works will not only increase all properties to a minimum of EPC rating C but some will achieve EPC B. It will future proof against further energy improvement requirements and help to move towards our low carbon targets.

Successful tender: LivGreen Futures Ltd. Value £1,494,494.93

Energy Contract Stanley Close and Freetown: Change of Contractor

Cabinet approved an energy contract at July's meeting for energy works at Stanley Close and Freetown Estate Bury.

Originally the contract was awarded to Eco Approach Ltd for works at Stanley Close and Freetown. After the original contract award Eco Approach has not been able to stand by their price submitted.

Following consultations with the Council's Procurement Team and Framework provider Procure Plus. Procure Plus has undertaken a new tender analysis of the original tender submissions, discounting Eco Approach's tender, and Live Manage Facilitate Ltd is now the winning contractor.

As part of the contract and tenders reviewed by our Procurement Team it is permitted for one contractor to be awarded more than one project. Delaying the award to Live Manage Facilitate Ltd could also lead to the project not being delivered or at a greater cost due to market volatility.

Approval is sought to revise the winning contractor for that contract and award the contract to Live Manage Facilitate Ltd

Successful tender: Live Manage Facilitate Ltd. Value £2,414,071.90

Possible Grant Funding

Works and contracts do not depend on grant funding; budgets are available and approved in the capital programme.

We will apply for grant funding from Warm Homes Social Housing fund applied through devolved grant fund managed by GMCA. We have submitted a bid to GMCA but funding is not guaranteed or formally pre-allocated.

4.0 Social Value

All contracts will ensure that social value is maximised with project specific outcomes agreed at the contract award meetings.

As part of the procurement process we have asked bidders to make proposals on social value initiatives. Tender arrangements confirm 10% of the tender scoring was based on Social Value responses. Overall, the evaluation is 60% Price, 30% Quality and 10% Social Value

All contractors have a good track record of delivering social value through the contracts awarded through the Procure Plus frameworks.

Rainscough - LivGreen Futures Limited social value includes:

- Will partner with Health Watch Bury and the Creative Living Centre.

- Initial £1,000 donation followed by quarterly £250 donations to local foodbank. In part this will support relaunch of the Time4Change Breakfast Club
- Host joint wellbeing activities in collaboration with Health Watch Bury.
- Additional support to vulnerable households identified whilst on site,
- Support recycling of hard to recycle items at Site Compound Eco-Hub.
- Donation of left over materials to Bury College to help skills training.
- Initial two Resident Skip Days on Rainscough Estate

Stanley Close & Freetown - Live Manage Faciliate Ltd social value includes:

- 100 start up packs for new tenants moving in
- 120 winter warmer packs for vulnerable tenants
- 60 hours volunteering community health initiatives
- 100 staff hours clean up recycling efforts
- Donations to local foodbanks
- 2 apprenticeships 12 months term
- Recruitment of 4 local based operatives

Alternative options considered and rejected

Do nothing: These works will enhance the physical appearance, energy efficiency and security of council homes across the Borough and will be welcomed and valued by residents. The targets are mandated nationally, and the Council is expected to meet them. Maintaining homes to at least the Decent Homes Standard is a regulatory requirement, and the Council would quickly become non-compliant with the Home Standard, part of the Regulatory Requirements if these works were not brought forward

Deliver Inhouse: These are major contracts, and we lack the capacity in the in-house contractor, there is also significant specialist energy works included in the contracts.

Open Tender: This option was considered and is possible. However, this would involve a significantly extended procurement process in both time and cost. The use of the Procure Plus framework which specialises in social housing investment works adds benefits in ensuring all tenderers meet capability, expertise and compliance requirements and the mini competition allows the tender to be tailored to the Councils specific requirements. Using the framework offers clear benefits over the open tender route. Similarly exercising a 12-month contract extension on the same rates as the original contract allow us to bring forward investment quickly without further drawn-out tendering processes.

Background

Generally, the properties will be mixed types with the majority being traditional construction, the information informing the properties to be included with each tender has been generated from the stock condition data. Surveys and scoping externally

have been carried out to identify the extent of works necessary to ensure we achieve a high standard of repairs to ensure longevity and minimise the repairs required when works are completed

Links with the Corporate Priorities:

The Let's Do It Strategy sets out the Council's corporate priorities. This contract will support delivery in two key areas:

Improved Quality of Life: By their very nature these contracts help to ensure improved modernised homes that meet the Regulators Decent Homes Standard with these homes benefitting from energy work which will make them cheaper to heat and more comfortable to live in

2025 Vision and Aims – This will help move forward the wider decarbonisation of the borough with the target of ensuring all the council's homes meet the minimum energy rating of EPC Band C

Equality Impact and Considerations:

By the nature of social housing, many tenants suffer from socio-economic disadvantage. Many of those tenants who will receive works through these projects will benefit from the energy efficiency work in reducing bills, providing warmer more comfortable homes.

The proposal does not bring about any changes that would impact on one protected characteristic over and above another, it does not result in increased/decreased access to services or provision for any group of the population or cause any disadvantage to a community of interest. The approach is to ensure value for money in procuring the varied works through a proven framework (Procure Plus) for the council.

The Energy works will improve the comfort of tenants' homes through an increase in thermal comfort and reducing fuel poverty. Warmer homes can reduce ill health connected to colder homes and reduce the burden or high energy bills. Ventilation works will increase the indoor air quality.

Environmental Impact and Considerations:

Contributes to ensuring an improved environment for all Council-controlled building users and visitors to the local area, to minimise repairs once works are complete and reducing the costs of maintenance. As part of the quality submissions contractors were evaluated on their attitude and impact on the local area and environment.

Assessment and Mitigation of Risk:

Risk / opportunity Mitigation	Risk / opportunity Mitigation
Works identified as required through the Stock Condition Surveys and from repairs information supplied by the in-house contractor.	The council aims to complete a full Stock condition survey of properties, currently this has achieved 84% completion, this data will help to identify priorities for the forthcoming years programme, Full scoping and surveys have been carried out to each scheme identifying the

	amount of works required to compile a valued tender for each contract to achieve accurate prices, FM and social value from contractors. Cabinet approval will enable the council to award the contract to address the required improvements
Council Homes failing to meet decent homes standard	The proposed contracts enable us to deliver improvements to council homes that ensure our properties continue to meet the Decent Homes Standard and provide good quality, well maintained and safe homes for our tenants.
Failure to bring all homes to EPC C or above by 2030 (GM target)	The proposed works continue to bring a number of our properties to EPC C or above, working towards the local GM target of all homes being EPC C or above by 2030 and the national target of 2035.

Legal Implications:

The two contract awards referred to within the report each exceed £500,000.00 and require Cabinet approval. Legal support may be required to finalise and implement the contracts.

Financial Implications:

The costs of the contract awards will be met from the approved Housing Revenue Account capital programme.

Report Author and Contact Details:

Name: Sian Grant

Position: Director of Housing

Department: Corporate Core

E-mail: sian.grant@bury.gov.uk

Appendices:

None

Background papers:

None.

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

Term	Meaning
HRA	Housing Revenue Account
GMCA	Greater Manchester Combined Authority
EPC	Energy Performance Certificate (Energy Rating)
SHDF	Social Housing Decarbonisation Fund
SAP C	Standard Assessment Protocol (Energy Rating)



Classification: Open	Decision Type: Non-Key
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Report to:	Cabinet	Date: 15 October 2025
Subject:	Sureserve Compliance Northwest Contract Extension	
Report of	Cabinet Member for Housing Services	

Summary

1. This report seeks approval to extend the existing Contract for the delivery of Gas Compliance, Repairs, Smoke Detector Testing and Capital Boiler works within Housing Services.
2. There is also a call off option within the Contract being utilised by Facilities Management for the delivery of services in Corporate Buildings.
3. The value for the extended period is estimated to be £1,591,800 plus call off ad hoc call off works provided to Facilities Management. This includes an annual uplift of 5% which is the upper limit of current negotiations.

Recommendation(s)

4. That the Cabinet approves the extension of the existing Sureserve Compliance Northwest Compliance Ltd Contract for twelve months until 1st January 2027.

Reasons for recommendation(s)

5. The contract delivers Landlord Statutory Compliance Services on behalf of the Council.
6. The extension is required to allow time for an options appraisal to be carried out on the future delivery of gas services.

Alternative options considered and rejected

7. Re-procurement has been considered; however, due to the Building Safety, Repairs and Property restructure this was rejected as the time and capacity required are not yet in place.

Report Author and Contact Details:

Name: Ben Tunncliffe
Position: Head of Building Safety
Department: Housing Services
email: b.tunncliffe@bury.gov.uk

Background

8. The current Contract commenced 1st January 2022 for a period of 4 years with the option of a further 1-year extension. The Contract was tendered and awarded by Six Town Housing Limited and novated to Bury Council in February 2024. The novation of the contract was approved by Cabinet on 7th November 2023 as part of the Strategic Housing Review which approved the transfer of housing back to the Council from Six Town Housing.
9. The Contract was awarded via the Procure Plus Framework.
10. The Council is currently at 99.99% compliance for servicing of its gas assets and there are no concerns regarding current performance on gas servicing.
11. Sureserve meet all its KPIs in relation to the delivery of repairs in line with KPIs set out in the contract.
12. A 10% physical audit takes place for all Sureserve's gas compliance activities and no significant issues have been identified in the past 18 months.

Links with the Corporate Priorities:

13. Local – ensuring that tenants are kept safe and live in properties they can be proud of, increasing life chances of residents in our most deprived areas.
14. Together – respect for our tenants by ensuring their voices are heard and respected.

Equality Impact and Considerations:

15. As this is a contract extension, there are no additional impacts or equalities concerns identified

Environmental Impact and Considerations:

16. There are no additional environmental impacts.
17. Newer boilers installed are more efficient and reduce carbon emissions.
18. There are no biodiversity considerations.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
The Council is required to meet its obligations under The Gas Safety (Installation and Use) Regulations 1998.	Failing to extend the existing contract would hinder the Council in fulfilling its statutory duties.

Legal Implications:

19. There are no legal issues with the 1-year extension as this contract was entered in to on a 4-year term with an option to extend for 1-year.

Financial Implications:

- 20 Extension of this contract results in an estimated full-year cost of £1.594m, with the core elements of the contract works which would be met from the HRA revenue repairs budget amounting to £1.171m, which is a £0.140m increase in current budget's which will need to be provided for in the Councils HRA budget for 2026-27. In addition, it is estimated that the full-year cost of Boiler Replacement works which will be capitalised will amount to circa £0.425m in 2026-27, and this will need to be provided for in the 2026-27 HRA Capital programme.
- 21 There will be some additional in-year pressure in 2025-26 resulting from the extension of the contract in the first 3 months of 2026, and this will have to be met from a combination of existing HRA budgets, the HRA Capital Plan and reserves.

Social Value:

Bury Council has adopted the definition of social value as described in Greater Manchester Combined Authority's Social Value Policy: 'A process whereby organisations meet their needs for goods, services, works and utilities in a way that achieves value for money on a whole life basis in terms of generating benefits not only to the organisation but also to society and economy, whilst minimising damage to the environment'.

Bury Council is committed to delivering wider social, environmental and economic benefit from procurement, and embraces its responsibilities under The Public Services (Social Value) Act 2012. This contract is expected to achieve some good social value outcomes,

Sureserve have played an active part in the Council's social value initiatives to date, funding skips and participating in estate action days and discussions are taking place about their future involvement as part of this contract.

Background papers:

None.

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

Term	Meaning

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Classification: Open	Decision Type: Non-Key
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Report to:	Cabinet	Date: 15th October 2025
Subject:	Demolition of garages at Hawk Close, Bury	
Report of	Cabinet Member for Housing Services	

Summary

1. This report seeks approval for the demolition of garages at Hawk Close, Bury which are owned by the Council. They are in very poor condition, suffer from repeated vandalism and anti-social behaviour and are beyond economic repair.
2. There is budget provision of £165,000 in the capital programme to address issues with derelict garage sites. It is estimate that the demolition of the garage s at Hawkes Close will cost c£75,000.

Recommendation(s)

3.
 - 1.That Cabinet approves the demolition of the 28 garages situated at Hawk Close, Bury.
 2. Authorises the Director of Housing to procure and supervise the demolition works, including the safe removal of asbestos.
 - 3.To instruct officers to prepare a feasibility study for future use of the site to be presented within the next 6 months.

Reasons for recommendation(s)

4. All the 28 garages have been vacant empty for a considerable time, are beyond economic repair and are subject to repeated acts of vandalism, drug taking, setting fires etc and are a constant cause of nuisance and concern for residents.

Alternative options considered and rejected

5. Do nothing is not an option as the garages are a significant health and safety risk.

The garages are beyond economic repair and restoring the garages is not a viable option.

Photographs: Hawk Close Garages

Site to the rear of Hawk Close, but accessed off Porritt Street



Above Looking North East across the site from Porritt Street



Above Looking North across the site from Porritt Street



Above Looking East across the site. Health Centre in the background.

Report Author and Contact Details:

Name: Steve Glazebrook

Position: Interim Head of Property

Department: Housing Services

E-mail: s.glazebrook@bury.gov.uk

Background

6. There are 28 garages in total at Hawk Close Bury which are of concrete construction with roofs that contain asbestos that can release harmful asbestos fibres into the air if damaged. They are in very poor condition and have been vacant for a considerable time. They suffer from repeated acts of vandalism, drug taking and fires. They are a constant source of anti-social behaviour concern and nuisance for residents. Please see attached photographs above.
7. There is budget provision within the capital programme of £165,000 in to address issues with derelict garage sites. It is estimate that the demolition of the garages at Hawkes Close will cost c£75,000.
8. The site when cleared could be used for housing, landscaping or car parking. A feasibility study on the future use of the site will be prepared within the next 6 months outlining possible future uses or the site. This will be prepared in consultation with local residents.

Links with the Corporate Priorities:

7. Demolition of the garages can release land for new affordable housing or other community uses. The site can be developed to improve the local built environment and reduce blight. By removing derelict garages, it can reduce ongoing maintenance costs and new developments on cleared sites can meet modern sustainability standards. Biodiversity or green space creation may create opportunities for a community garden, tree planting or other green infrastructure.

Equality Impact and Considerations:

8. The proposed demolition of the derelict garages has been assessed for its potential impact on residents with protected characteristics under the Equality Act 2010.

Accessibility: The garages are currently unsafe, in poor condition and not used for secure parking. Their removal will not remove any reasonable adjustments currently in place for disabled residents.

Community Safety: Demolition will **reduce** risks associated with anti-social behaviour, fly tipping and hazards benefitting all residents including vulnerable groups.

Future Use: The cleared site offers potential for alternative uses that could positively impact equalities e.g. community space or affordable housing

Conclusion: The proposal is considered to have a neutral impact, and any future redevelopment will be subject to a full equalities impact assessment at design stage.

Environmental Impact and Considerations:

9. **Waste Generation.** Demolition debris of concrete, corrugated sheets metals etc

Potentially hazardous waste such as asbestos. Dust emissions during demolition affecting local air quality.

Noise pollution from machinery and vehicles.

Biodiversity. Possible wildlife habitats in disused garages including nesting birds' bats and invertebrates the impact will be mitigated by checking for hazardous waste such as asbestos, lead paint or contaminated soils. An ecology survey will be carried out to ensure there are no protected species e.g. nesting birds or bats. We will identify local recycling facilities for concrete, metals timber and roofing.

Assessment and Mitigation of Risk:

Risk / opportunity	Mitigation
Risk of injury to workforce or residents Noise, dust and vibration Asbestos or hazardous materials Uncontrolled site access Community concerns	Appoint a competent demolition contractor with a site-specific method statement and risk assessment. Erect secure fencing around the site and display warning signage. Undertake pre demolition surveys and follow licensed removal procedures. Implement dust suppression measure and schedule works to minimise noise disturbance. Maintain clear communication with residents providing advance notice of works and timescales.

Legal Implications:

10. There is nothing in the report that suggests any barrier to the Council exercising its authority as a landowner and demolishing the garages, subject of this report. If Cabinet delegates authority to the Director to procure a contractor for the demolition and safe removal of asbestos, the appropriate

procurement processes will have to be followed, subject to procurement and legal advice as appropriate.

Financial Implications:

10. The estimated demolition costs of £75k will be met from the approved Housing Revenue Account capital programme.

Appendices:

None.

Background papers:

None.

Please include a glossary of terms, abbreviations and acronyms used in this report. None

Term	Meaning

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**NOTICE OF DECISIONS AGREED AT THE GREATER MANCHESTER COMBINED
AUTHORITY
HELD ON FRIDAY, 26TH SEPTEMBER, 2025**

PRESENT:

GM Mayor	Mayor Andy Burnham (in the Chair)
GMCA	Deputy Mayor Kate Green
Bury	Councillor Eamonn O'Brien
Manchester	Councillor Bev Craig
Oldham	Councillor Arooj Shah
Rochdale	Councillor Neil Emmott
Salford	City Mayor Paul Dennett
Stockport	Councillor Jilly Julian
Tameside	Councillor Eleanor Wills
Trafford	Councillor Tom Ross
Wigan	Councillor David Molyneux

ALSO IN ATTENDANCE:

Chair of GM Overview & Scrutiny	Councillor John Walsh
Health Innovation Manchester	Ben Bridgewater
BBC	Josie Cahill
GAMMA Board	Dr Mike Murray

OFFICERS IN ATTENDANCE:

Group Chief Executive Officer	Caroline Simpson
Group Deputy Chief Executive	Andrew Lightfoot
Group Monitoring Officer	Gill Duckworth
Group Chief Finance Officer	Steve Wilson
Group Secretary	Sarah Horsman
Bolton	Sue Johnson
Bury	Lynne Ridsdale
Manchester	Rebecca Heron
Oldham	Shelley Kipling

Rochdale	James Binks
Salford	Miranda Cannon
Stockport	Michael Cullen
Tameside	Harry Catherall
Trafford	Sara Todd
Wigan	Alison McKenzie-Folan
Office of the GM Mayor	Kevin Lee
TfGM	Martin Lax
GMCA	Sylvia Welsh
GMCA	Lee Teasdale

1. Apologies

That apologies be received from Councillor Nicholas Peel (Bolton) and Councillor Mark Roberts (Stockport) and Tom Stannard (Manchester) and Stephen Young (Salford).

2. Chairs Announcements & Urgent Business

1. That it be noted that the meeting is the first GMCA meeting to have fully livestreamed British Sign Language (BSL) interpretation in accordance with the Mayor's commitments to accessibility.
2. That the update on industrial action relating to bus services on the Bee Network be noted.
3. That the update on successful court case in relation to the Greater Manchester Housing Loans Fund and the reimbursement of court case costs to the GMCA be noted.

3. Declarations of Interest

1. That Deputy Mayor Kate Green declared an interest in item 9B by virtue of being a board member of Manchester Camerata, and item 9C by virtue of being a governor of Manchester Metropolitan University.

4. Minutes

4a. GMCA Minutes – 22 August 2025

That the minutes of the GMCA meeting held on 22 August 2025 be approved.

4b. GMCA Overview & Scrutiny Committee – 20 August 2025

That the proceedings of the meeting of the GMCA Overview & Scrutiny Committee held on 20 August 2025 be noted.

4c. Bee Network Committee – 19 August 2025

That the proceedings of the meeting of the Bee Network Committee held on 19 August 2025 be noted.

4d. GMCA Audit Committee – 22 September 2025

That the proceedings of the GMCA Audit Committee meeting held on 22 September 2025 be noted.

5. Government Policies

5a. English Devolution and Communities Empowerment Bill

1. That the verbal update provided by Mayor Andy Burnham be received.
2. That the intention of the GMCA to put forward amendments in relation to taxi licensing and local accountability of housing providers be noted.
3. That it be noted that the options around local accountability of housing providers will be discussed further by Leaders for consideration ahead of any next steps.
4. That it be noted that the English Devolution and Communities Empowerment Bill also included a right-to-request mechanism.
5. That it be noted that three areas have been identified for consideration as part of the right-to-request mechanism in the first instance:
 - Tourist Levies
 - Devolution of Skills

- Employment Support

6. Healthy Homes for All

**6a. Mayoral Development Corporation for the Old Trafford Regeneration
Mayoral Development Corporation – Consultation Results & Approval to
Designate (Key Decision)**

1. That the results of the consultation exercise in respect of the designation of a Mayoral Development Corporation (MDC) for the Old Trafford Regeneration area be noted.
2. That the Mayor of Greater Manchester's response to the consultation be noted.
3. That it be noted that support for designation of the 'Old Trafford Regeneration' MDC was approved by the Leader of Trafford Council under delegated authority.
4. That the Leader of Trafford Council confirmed consent to the designation of the proposed MDC.
5. That due consideration was given to the proposal by the Mayor to designate an area, identified on the plan at Appendix 3, as a Mayoral Development Area and that the GMCA will notify the Mayor within the consideration period if it proposed to reject the proposal.
6. That it be noted that subject to the GMCA not rejecting the proposal, as set out at recommendation 4 above, the Mayor shall publicise the designation, notify the Secretary of State of the designation and the name to be given to the Mayoral Development Corporation, as follows: "Old Trafford Regeneration Mayoral Development Corporation".

**6b. Stockport Town Centre Mayoral Development Corporation Expansion:
Consultation Outcomes & Final Approval (Key Decision)**

1. That the outcome and responses to the consultation undertaken by the Mayor of Greater Manchester on the proposed expansion of the Stockport Mayoral development area and creation of a new Mayoral Development Corporation to cover this expanded area be noted.
2. That it be noted that Stockport Council Cabinet agreed its support for the proposal set out above at its meeting on 16th September 2025.

3. That the Deputy Leader of Stockport Council, on behalf of the Leader of Stockport Council, confirmed consent to the designation of the proposed MDC.
4. That due consideration be given to the proposal by the Mayor of Greater Manchester to designate this expanded area as a Mayoral Development Area (see map at Appendix One) and that the GMCA will notify the Mayor within the consideration period if it proposes to reject the proposal.
5. That it be noted that following the expiration of the consideration period, if the GMCA has not rejected the proposal, the Mayor intended to take the necessary steps to designate the expanded area as a Mayoral Development Area and to secure the establishment of the new MDC (to be named “Stockport Town Centre Mayoral Development Corporation”) and the dissolution of the existing MDC including any necessary transfer of rights and liabilities.

6c. Creation of Greater Manchester Regeneration Skills Academy

1. That approval be given for the creation of the Greater Manchester Regeneration Skills Academy (“GMRSA”).
2. That it be noted that the GMCA will receive proposals for the first round of funding under the 10-year investment pipeline at its November 2025 meeting.

7. Everyday Support in Every Neighbourhood

7a. Prevention Demonstrator, Live Well and NHS 10 Year Plan/Integrated Care Board Reforms

1. That the contents of the report and any implications be noted.
2. That the feedback from the GMCA Overview & Scrutiny Committee be received.
3. That consideration will be given to a direct councillor referral route to Live Well, as recommended by the GMCA Overview & Scrutiny Committee.

8. Healthy Lives

8a. Greater Manchester's Commitment to Gender Equality in Sport, Physical Activity and Movement

1. That the GMCA confirms its commitment to leadership on gender inequality in active lives, and lead in their place to support movement, physical activity and sport for all women and girls.
2. That a commitment to the Brighton Helsinki Declaration on Women and Girls be signed.

9. A Great Place to do Business

9a. Adopting Frontier Sector Development Plans (Key Decision)

1. That the frontier sector plans be adopted.
2. That the proposed next steps with the intention for these plans to inform the Local Growth Plan Government has asked the GMCA to produce and for the plans to be refreshed annually be noted.

9b. Greater Manchester Culture Fund Process 2026-2029 (Key Decision)

1. That the impact of GM Cultural Investment 2023-26 be noted.
2. That the GM Culture Investment Approach 2026-2029 be approved.
3. That the outlined process for the GM Culture Investment 2026-29 be approved.
4. That an indicative investment period of three years, subject to annual review and approval of the Culture Fund as part of the GMCA annual budget setting process, be approved, in principle.
5. That the timeline for the GMCA Culture Fund to open for bids in preparation for the new investment approach starting from April 2026 be agreed.
6. That the establishment of a new sector-led body for culture in Greater

Manchester, recognising the need for strong sector leadership, be approved.

7. That it be noted that, the decision of the impact tool, and that the proposed approach will support equality inclusion, health outcomes and the economy in Greater Manchester.

9c. Greater Manchester Civic Universities Agreement

1. That the refreshed approach by GM's universities embodied in the Greater Manchester Civic University Agreement (CUA) be noted and endorsed.
2. That it be noted that the CUA was a living document and can be revisited in light of developments to the Greater Manchester Strategy.
3. That it be noted that following the endorsement of the GMCA at recommendation 1, a public announcement will follow in October 2025 at the CUA Citizens' Panel.

10. Investment & Resources

10a. Revenue Budget Update – Quarter 1 2025/26

That the forecast position at 30th June 2025 be noted.

10b. Capital Budget Update – Quarter 1 2025/26

That the current 2025/26 forecast of £652.9m compared to the 2025/26 budget of £598.3m be noted.

A link to the full agenda and papers can be found here: [Greater Manchester Combined Authority](#)

This decision notice was issued 30 September 2025 on behalf of Sarah Horseman, Secretary to the Greater Manchester Combined Authority, Broadhurst House, 56 Oxford Street, Manchester M1 6EU. The deadline for call in of the attached decisions is 4.00pm on 07 October 2025.

Call-In Process

In accordance with the scrutiny procedure rules, these decisions would come into effect five days after the publication of this notice unless before that time any three members of the Overview and Scrutiny Committee decides to call-in a decision.

Members must give notice in writing to the Chief Executive that they wish to call-in a decision, stating their reason(s) why the decision should be scrutinised. The period between the publication of this decision notice and the time a decision may be implemented is the 'call-in' period.

Decisions which have already been considered by the Overview and Scrutiny Committee, and where the GMCA's decision agrees with the views of the Overview and Scrutiny Committee may not be called in.

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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