



Public Document Pack

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8 March 2022

HOUSING AND WELLBEING COMMITTEE

A meeting of the Housing and Wellbeing Committee will be held in **Council Chamber, Arun Civic Centre, Maltravers Road, Littlehampton, BN17 5LF** on **Thursday 17 March 2022 at 6.00 pm** and you are requested to attend.

Members: Councillors Pendleton (Chair), Gregory (Vice-Chair), Catterson, Mrs Cooper, Daniells, Mrs English, Hamilton, Hughes, Madeley, Needs and Yeates

PLEASE NOTE: Where public meetings are being held at the Arun Civic Centre, to best manage safe space available, members of the public are encouraged to watch the meeting online via the Council's Committee pages.

1. Where a member of the public wishes to attend the meeting or has registered a request to take part in Public Question Time, they will be invited to submit the question in advance of the meeting to be read out by an Officer, but of course can attend the meeting in person. There will be limited public access to this meeting and admission for public speakers will be by ticket only, bookable when submitting questions. Attendees will be asked to sit in an allocated seat in the public gallery on a first come first served basis. Only one ticket will be available per person.
2. It is recommended that all those attending take a lateral flow test prior to the meeting.
3. Those attending the meeting will not be required to wear a face covering however, are encouraged to bring one along to cover instances where a meeting may have higher public attendance. Masks will be made available at the meeting.
4. We request members of the public do not attend any face to face meeting if they have Covid-19 symptoms.

Any members of the public wishing to address the Committee meeting during Public Question Time, will need to email Committees@arun.gov.uk by 5.15 pm on Wednesday, 09 March 2022 in line with current Committee Meeting Procedure Rules. It will be at the Chief Executive's/Chair's discretion if any questions received after this deadline are considered. For further information on the items to be discussed, please contact Committees@arun.gov.uk.

AGENDA

1. APOLOGIES

2. DECLARATIONS OF INTEREST

Members and Officers are invited to make any declaration of pecuniary, personal and/or prejudicial interests that they may have in relation to items on this agenda and are reminded that they should re-declare their interest before consideration of the items or as soon as the interest becomes apparent.

Members and Officers should make their declaration by stating:

- a) the item they have the interest in
- b) whether it is a pecuniary/personal interest and/or prejudicial interest
- c) the nature of the interest

3. MINUTES

(Pages 1 - 8)

The Committee will be asked to approve as a correct record the minutes of the Housing and Wellbeing Committee held on 24 January 2022.

4. ITEMS NOT ON THE AGENDA THAT THE CHAIRMAN OF THE MEETING IS OF THE OPINION SHOULD BE CONSIDERED AS A MATTER OF URGENCY BY REASON OF SPECIAL CIRCUMSTANCES

5. PUBLIC QUESTION TIME

To receive questions from the public (for a period of up to 15 minutes).

6. ARUN INSPIRES PROGRAMME

(Pages 9 - 12)

The Arun Inspires Programme was established in 2019 to advance the cultural offer in Arun, particularly for children and young people. The programme is funded with a legacy contribution from Inspire Leisure and partnership funding from Artswork, supported by Arts Council England. The programme is due to end in September. Artswork has proposed a second phase of the Arun Inspires programme for consideration by the Committee.

7. CONTINUATION OF THE LOCAL COUNCIL TAX
HARDSHIP SCHEME FOR 2022/23 (Pages 13 - 18)

In accordance with the provisions of the Officer Scheme of Delegation in the Council's Constitution, this report provides an update to the Committee on the decisions taken by the Chief Executive to incur expenditure or take urgent action to continue the Hardship Fund for claimants of the Local Council Tax Support Scheme (LCTS) for 2022/23 and further asks committee to authorise the Chief Executive to agree a Discretionary Scheme to be funded through central government grant for payments of up to £150 for households in Bands E to H who might be experiencing fuel poverty but not beneficiary of the Council Tax Rebate.

8. GRANT FUNDED HOMELESSNESS EXPENDITURE (Pages 19 - 22)

This report asks the Committee to note expenditure in relation to Government Grants and Funding received in respect of tackling and preventing homelessness and rough sleeping, and to mitigate the impact of COVID-19 on those who are homeless or at risk of homelessness.

9. HOUSING COMPENSATION POLICY (Pages 23 - 40)

This policy details the circumstances in which the Council might pay compensation to a tenant or leaseholder. It covers both mandatory compensation and discretionary compensation.

10. DEVELOPMENT OF NEW COUNCIL HOUSING (Pages 41 - 54)

Following the adoption of the Housing Revenue Account Business Plan (HRA) in July 2017, a programme to develop or acquire up to 250 new affordable homes over a ten-year period was agreed. Since 2017 to date, 81 new homes have been added to the HRA portfolio, with an additional 40 homes due to be completed within the next 10 months. This report seeks authority to develop a further 12 new homes on HRA land.

11. LOCAL MANAGEMENT AGREEMENT - PROPOSAL FOR
NIGHTINGALES SHELTERED SCHEME, FINDON (Pages 55 - 150)

This report seeks Committee approval for the formulation and implementation of a Local Management Agreement between Nightingales Tenants Association and the Council.

12. NEW HOUSING MANAGEMENT SYSTEM PROJECT UPDATE (Pages 151 - 156)

This report provides Members with a progress update in relation to the implementation of the new Integrated Housing Management System – Civica CX and provides an update on the financial projections for delivering the system.

13. LEISURE OPERATING CONTRACT UPDATE (Pages 157 - 162)

Arun District Council has provided support to mitigate the impact of the COVID-19 pandemic on its leisure operating contract. This report provides an update on the financial year 2021/22.

14. PARTNERSHIP AGREEMENT - PUBLIC HEALTH WELLBEING PROGRAMME (Pages 163 - 172)

The West Sussex Wellbeing Programme is commissioned by West Sussex County Council, Public Health Department. Since 2011, Arun District Council has delivered a prevention and wellbeing service under this agreement which provides a wellbeing service that focuses on addressing local health inequalities. This report seeks Committee approval to enter into a new five-year funding and partnership agreement with West Sussex County Council to enable the continuation of the Wellbeing Programme in Arun.

15. COMMUNITY WARDENS (Pages 173 - 182)

This report examines the progress and performance of the Community Warden project since its inception in April 2021. Consideration is given to the performance of the team and the impact that the project has on the local community. Details are set out for the continuation of the project with the proposal for extending the same model to Bognor Regis.

OUTSIDE BODIES - FEEDBACK FROM MEETINGS

The report attached details what was discussed at the meeting of the Sussex Police and Crime Panel held on 28 January 2022.

16. DRAFT WORK PROGRAMME FOR 2022/23 (Pages 189 - 192)

The draft Work Programme for 2022/23 is attached for members to review.

17. EXEMPT INFORMATION

The Committee is asked to consider passing the following resolution: -

That under Section 100a (4) of the Local Government Act 1972, the public and accredited representatives of newspapers be excluded from the meeting for the following item of business on the grounds that they involve the likely disclosure of exempt information as defined in Part 1 of Schedule 12A of the Act by virtue of the paragraph specified against the item.

18. COUNCIL TAX WRITE OFFS OVER £5,001

(Pages 193 -
198)

This report seeks Committee approval to write off outstanding council tax charges which have progressed through the statutory recovery action, and the debtor has absconded. Despite extensive tracing enquiries the Council has been unable to locate the debtor.

19. COUNCIL TAX INSOLVENCY WRITE OFFS OVER £5,001

(Pages 199 -
202)

This report seeks Committee approval to write off outstanding council tax charges which are subject to insolvency action. The liable party has been awarded either a Debt Relief Order, declared Bankrupt or is subject to an Individual Voluntary Arrangement (IVA), and therefore the Council are legally unable to pursue the customer for the outstanding council tax charges.

20. BUSINESS RATES WRITE OFFS OVER £10,001

(Pages 203 -
206)

This report seeks Committee approval to write off outstanding Business Rates and Business Improvement District (BID) charges where the Council have been unable to collect outstanding business rates charges or locate the whereabouts of the debtor.

21. BUSINESS RATES INSOLVENCY WRITE OFFS OVER £10,001

(Pages 207 -
210)

This report seeks Committee approval to write off outstanding Business Rates and Business Improvement District (BID) charges where the liable party is subject to insolvency action. The account holder has been awarded either a Debt Relief Order, declared Bankrupt or is subject to an Individual Voluntary Arrangement (IVA), and therefore the Council are legally unable to pursue the customer for the outstanding business rates charges.

Note: If Members have any detailed questions, they are reminded that they need to inform the Chair and relevant Director in advance of the meeting.

Note: Filming, Photography and Recording at Council Meetings – The District Council supports the principles of openness and transparency in its decision making and permits filming, recording and the taking of photographs at its meetings that are open to the public. This meeting may therefore be recorded, filmed or broadcast by video or audio, by third parties. Arrangements for these activities should operate in accordance with guidelines agreed by the Council and as available via the following link - [PART 8 - CP - Section 5 Filming Photographic Protocol](#)

Public Document Pack Agenda Item 3

Subject to approval at the next Housing and Wellbeing Committee meeting

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HOUSING AND WELLBEING COMMITTEE

24 January 2022 at 6.00 pm

Present: Councillors Pendleton (Chair), Gregory (Vice-Chair), Mrs Cooper, Mrs English, Hughes, Yeates, Goodheart (Substitute for Daniells), Madeley (Substitute for Rhodes) and Yeates

Councillor Gunner was also in attendance for all or part of the meeting.

Apologies: Councillors Daniells, Hamilton, Needs and Rhodes

584. DECLARATIONS OF INTEREST

There were no Declarations of Interest made.

585. MINUTES

The Minutes of the previous meeting held on 2 December 2021 were approved by the Committee and signed by the Chair.

586. ITEMS NOT ON THE AGENDA THAT THE CHAIRMAN OF THE MEETING IS OF THE OPINION SHOULD BE CONSIDERED AS A MATTER OF URGENCY BY REASON OF SPECIAL CIRCUMSTANCES

The Committee

RESOLVED

That Agenda Item 12 [Covid-19 Additional Relief Fund] be heard after Agenda Item 6 [Joint Working Protocol for Care Leavers] due to the report author joining the meeting virtually.

587. PUBLIC QUESTION TIME

The Chair confirmed that there had been no questions from the public submitted for this meeting.

588. JOINT WORKING PROTOCOL FOR CARE LEAVERS

Upon the invitation of the Chair, the Housing Options Manager presented the report which explained that West Sussex County Council and the seven Districts and Boroughs within West Sussex had developed a joint working Protocol for Care Leavers to ensure that the accommodation needs and associated support in the community for young people leaving care were identified and procedures for agencies to work in partnership were put in place to give Care Leavers the best possible start to their adult lives.

Housing and Wellbeing Committee - 24.01.22

Members then took part in a full debate on the item where a number of points were raised including:

- confirmation was sought on what care leavers were covered by the protocol
- the need for ongoing support to be available for those who find themselves in difficulty with accommodation subsequently
- the number and age of care leavers this protocol applied to
- the availability and suitability of social housing stock
- confirmation of the definition of 'suitable accommodation'
- whether other support was also made available, e.g. budgeting, financial etc.

The Housing Options Manager provided Members with responses to all points raised during the debate. It was confirmed that the protocol applied to care leavers aged between 18 and 25 in need of accommodation support for the first time (with other policies covering other situations), that there were 279 care leavers recorded across West Sussex and of the 51 housed in social housing 10 of those were in Arun, and that Arun worked with a range of partners to support young people identify their needs (educational, training, employment, budgeting advice etc.) to get the best outcome for their accommodation needs and ensure they could maintain their tenancy.

The recommendation was then proposed by Councillor Gregory and seconded by Councillor Mrs Cooper. By unanimous vote,

The Committee

RESOLVED

That the Joint Working Protocol for Care Leavers be adopted.

589. COVID-19 ADDITIONAL RELIEF FUND

Upon the invitation of the Chair, the Revenues and Benefits Manager presented the report which sought Committee support for delivery of a new Discretionary Business Grant Scheme for Arun businesses based on the agreed West Sussex Councils' Guidelines.

The recommendation was then proposed by Councillor Mrs Cooper and seconded by Councillor Gregory. By unanimous vote,

The Committee

RESOLVED - That

1. The delivery of the latest COVID-19 Additional Relief Fund for businesses as set out in the West Sussex Councils' guidelines, attached as Appendix A, be agreed
2. Authority be given to the Director of Services to agree any future Covid related business support grant schemes.

590. COMMITTEE GENERAL FUND REVENUE AND CAPITAL BUDGETS 2022/23 AND HOUSING REVENUE ACCOUNT BUDGETS 2022/23

Upon the invitation of the Chair, the Interim Group Head of Corporate Support and Section 151 Officer presented the report which asked the Committee to consider and recommend its revenue budget for inclusion in the 2022/23 revenue budget and draft capital budget for inclusion in the overall capital programme, which would be submitted to the Policy and Finance Committee on 10 February 2022. It was explained that Policy and Finance Committee would consider the overall revenue budget and overall capital programme for 2022/23 to make recommendations to Full Council on 23 February 2022 on the budget to be set and level of Council Tax for the District for 2022/23 and on the overall capital programme to be set for 2022/23.

It was further explained that this Committee must also consider and recommend its Housing Revenue Account (HRA) revenue budget and draft Housing Revenue Account Capital budget for inclusion in the overall capital programme, both of which would also be submitted to the Policy and Finance Committee on 10 February 2022 with the intention of a recommendation going to Full Council on 23 February 2022 on the budget to be set and level of rents to be charged for 2022/23.

Members then took part in a full debate on the item where a number of points were raised including:

- whether housing and garage rent figures included agreed rent increases
- future investment in Arun's properties
- grants and contributions within the Housing Strategy
- sheltered accommodation provision
- the increasing costs for the IT system
- investment in the Arun Leisure Centre

The Interim Group Head of Corporate Support and Section 151 Officer provided Members with responses to all points raised during the debate. It was confirmed that the rent figures did include the rent increase and for housing this would be CPI + 1% (i.e. 4.1%) and that stock development was included in the capital budget. The Group Head of Residential Services confirmed that reports would be coming to future meetings of the Committee on a number of the points raised.

Housing and Wellbeing Committee - 24.01.22

The recommendation was then proposed by Councillor Pendleton and seconded by Councillor Gregory. By unanimous vote,

The Committee

RESOLVED - To

- a) Agree on the 2022/23 General Fund Revenue Budget as illustrated in Appendix A of this report;
- b) Agree on the 2022/23 list of uncommitted growth items as illustrated in Appendix B of this report;
- c) Agree on the 2022/23 HRA Revenue Budget set out in Appendix C of this report;
- d) Recommend HRA rents for 2022/23 are increased by 4.1% (CPI plus 1%) in accordance with the provisions of the rent standard;
- e) Recommend that HRA garage rents are increased by 5% to give a standard charge of £13.58 per week (excluding VAT) and heating and water/sewerage charges be increased on a scheme by scheme basis, with the aim of balancing costs with income;
- f) Agree on the General Fund Capital Programme as illustrated in Appendix D of this report;
- g) Agree on the 2022/23 HRA Capital Programme as illustrated in Appendix E of this report; and

RECOMMEND TO POLICY AND FINANCE COMMITTEE

- h) That the General Fund Revenue Budget, list of growth items, General Fund Capital Programme, HRA Revenue Budget and HRA Capital Programme be included in the overall General Fund Budget when considering the overall budgets on 10 February 2022.

591. LITTLEHAMPTON COMMUNITY WARDENS PROJECT UPDATE

Upon the invitation of the Chair, the Community Safety Officer presented the report which provided an update on first seven months of the 18 month Littlehampton Community Wardens project.

The Chair spoke in support of the project following time spent with wardens out and about in Littlehampton. Members then took part in a full debate on the item where a number of points were raised and responded to by Officers, including:

- relations between the wardens and the police and how these could be developed further throughout the District
- relations between the wardens and local schools
- the specific issue of women's safety
- drop-in sessions in the community and how these had been received

The Committee then noted the report.

592. CONSULTATION ON THE SUSSEX POLICE PRECEPT 2022-2023

Upon the invitation of the Chair, the Group Head of Community Wellbeing presented the report which provided Committee Members the opportunity to express their views on the proposed uplift to the Sussex Police precept going to the Sussex Police and Crime Panel meeting on the 28 January 2022. This precept was unrelated to the Council's own precept but discussion at this meeting afforded an opportunity for the Committee to provide feedback to the Chair who would be attending the Sussex Police and Crime Panel meeting at which the precept was to be considered.

The precept would support the following priorities:

- Strengthen Local Policing
- Relentless Disruption of Serious & Organised Crime
- Support Victims & Safeguard the Vulnerable

The Group Head of Community Wellbeing explained that it was proposed to increase the Band D precept by £10 from £214.91 to £224.91 for 2022/23, equivalent to 19p per week or 83p per month. The report referred to the consultation undertaken by Sussex Police over the course of a year with some 9,800 public responses (representing 0.6% of the population) with 81 Town and Parish Councils participating in focus groups. Of the 2,148 who participated in the Priorities and Precept survey, 67% supported an 83p a month increase in the precept as did 60% of the participating Town and Parish Councils.

The Police and Crime Commissioner stated in her report, circulated as a supplementary pack to the Committee, that a £10 precept uplift would be essential so that Sussex Police could meet the increased costs of inflation, pay, the pandemic and preserve the improvements in capacity, visibility and accessibility built up since 2018, and to meet the target to recruit an extra 250 police officers by 2022/23.

Housing and Wellbeing Committee - 24.01.22

Members then took part in a full debate on the item where a number of points were raised including:

- the lack of police visibility and the need to increase this and communication with the public across the District
- changes to the crime landscape and the need to change how this was reported, with implications for and relations to policing levels
- the benefits of community-based focus groups
- the limited response of the consultation and whether more needed to be done to engage with the community
- figures relating to wait times when calling the police and the resourcing of this service
- support for the 101 service and positive experiences with it

The Committee then noted the report.

593. ARUN COVID COMMUNITY CHAMPIONS PROJECT UPDATE

Upon the invitation of the Chair, the Coordinator of the Community Champions Project presented the report which provided an update on the progress of the Covid Community Champions project. The purpose of the programme was to reach residents and communities across Arun to communicate the official information and national guidance relating to all aspects of Covid-19, in accessible and appropriate formats for all and in particular those that were thought to be underserved or most at risk. Initial work leading up to this programme was via a Covid-19 sub-group developed due to rising case rates locally in Autumn 2020. The intention was to maximise the reach, accessibility and clarity of Government and NHS guidance and messaging to encourage safer behaviours, and in more recent months enable residents to be able to access the right information to be able to make an informed decision on vaccine take up. This initial sub-group was made up of Local Authority Officers and Departments and a range of District and County level partners and stakeholders.

The Coordinator of the Community Champions Project explained that receiving the Community Champions funding from the Department of Levelling Up, Housing and Communities in early February 2021 enabled the team to increase the reach and scale of this work. This allowed the funding of two trusted community and voluntary sector organisations as delivery partners - Age UK and Citizens Advice. Among many other things, the team developed targeted community engagement, recruited volunteers (residents and organisational), created and distributed tailored communications including translated materials and British Sign Language assets, and delivered a Covid-related recovery community event in partnership with a local GP. This unique piece of work led to creating firm relationships with partners, statutory organisations, residents and developing new relationships with initiatives such as the Vaccine Community Champions and Doctors of The World.

The Coordinator of the Community Champions Project concluded that despite the challenges of lockdowns and the Tier system, joint working and information and experience sharing with local and countrywide partners had allowed the team to reach a wide and varied audience, including those that were previously classed as 'hard to reach'. Residents had come back when they needed translations or more information for themselves and their local communities. The power of informal peer to peer information sharing had been invaluable throughout the project. Looking forward, it was hoped that the team would continue to sustain community engagement in relation to health, wellbeing, and wider inequalities, triggered or exacerbated by the pandemic, through the new Arun Community Engagement project.

The Chair commented that the Arun Covid Community Champions was a real life example of how the Council had worked with our local partnerships to create a team that had successfully relayed Covid messaging throughout 2021 directly into our local communities, helping and supporting them to stay safe and well during the pandemic. She continued that this project highlighted the best elements of partnership working and that it was a powerful testimony to the positive impact that this way of working achieved. Members further praised the project and its successes, and then noted the report.

594. ACTIVITIES FOR OLDER PEOPLE

Upon the invitation of the Chair, the Group Head of Community Wellbeing presented the report which reviewed the grant Age UK (formerly Age Concern) received for providing a range of activities and services to older members of the community east of the river Arun.

Members spoke in support of the services provided by Age UK. The recommendations were then proposed by Councillor Mrs Cooper and seconded by Councillor Hughes. By unanimous vote,

The Committee

RESOLVED - That

1. Approval be given for the grant application of £50,000 from existing budgets for one year to commence in April 2022; and
2. Future funding of enhanced support for older people's activities be reviewed in 2022/23 by the Housing and Wellbeing Committee.

595. OUTSIDE BODIES

Councillors Pendleton and Mrs Cooper provided a verbal update on the Health and Adult Social Care Scrutiny Committee (HASC). A written version was made available on the meeting's webpage after the meeting.

Subject to approval at the next Housing and Wellbeing Committee meeting

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Housing and Wellbeing Committee - 24.01.22

596. WORK PROGRAMME

The Committee noted the Work Programme.

(The meeting concluded at 7.45 pm)

ARUN DISTRICT COUNCIL

REPORT TO AND DECISION OF HOUSING AND WELLBEING SERVICES COMMITTEE ON 17 MARCH 2022

SUBJECT: ARUN INSPIRES PROGRAMME

REPORT AUTHOR: Robin Wickham, Group Head of Community Wellbeing
DATE: January 2022
EXTN: 01903 737835
AREA: Community Wellbeing, Services Directorate

EXECUTIVE SUMMARY:

The Arun Inspires Programme was established in 2019 to advance the cultural offer in Arun, particularly for children and young people. The programme is funded with a legacy contribution from Inspire Leisure and partnership funding from Artswork, supported by Arts Council England. The programme is due to end in September. Artswork has proposed a second phase of the Arun Inspires programme for consideration by the Committee.

RECOMMENDATIONS:

It is recommended that the Housing and Wellbeing Services Committee approve £30,000 Grant funding for Arun Inspires Programme (Phase 2) as detailed in the 2022/23 budget. Funding from April 2023 until March 2026 will be subject to satisfactory reviews, in line with Arun District Council's Priorities and the availability of funding in those years.

1. BACKGROUND:

1.1 Arun Inspires is a cultural development programme focussed on children and young people. The programme is delivered by Artswork and was established with legacy funding from the Council's previous leisure provider, Inspire leisure (£250,000) and Artswork (£100,000). Phase 1 also levered in £65,000 of additional external funding and significant in-kind support. The programme commenced in March 2019 and will end in September 2022.

1.2 The Council provides oversight of the programme and support to Artswork. Over the three years Artswork has introduced a number of initiatives and built successful partnerships to deliver on strategic themes including:

- Cultural regeneration
- Young People's Mental Health
- Involving Young People in local decisions
- Promoting careers in the creative industries
- Developing cultural infrastructure and support for local arts organisations

- 1.3 Over the past three years the Arun Inspires Programme has gained the attention of Arts Council England, specifically Artsworld's ability to build successful partnerships and support increased investment into local organisations. The Local Government Association plans to profile the programme as an example of Best Practice in collaboration between the charity/arts sector and local government. Artsworld has been featured as an exemplar of good practice by Coast2Capital LEP for its skills development, notably the inclusion of arts in STEM subjects (science, technology, engineering, maths) so that creativity is included in a broader approach to technical subjects - STEAM. Artsworld has also developed a ground-breaking youth arts and mental health toolkit which is being promoted by the National College for Social Prescribing.
- 1.4 Other notable achievements include the delivery of the 'Rainbow Bench' in Angmering, a project using Section 106 funding, working with schools, a professional artist and the Parish Council to develop a piece of public art (installed November 2021). Also the popular Littlehampton 'Love Local Arts: High Street Family Events Programme' that ran during the summer months in 2021 and has been shortlisted by the National Campaign for the Arts for best Art Project in their 'Hearts for the Arts' awards.
- 1.5 Phase two of the Arun Inspires Programme will build on the existing programme. It proposes four strands of work: culture led town centre regeneration events; improving the mental health and wellbeing of young people; developing the local arts and education infrastructure; and fostering partnerships to deliver youth-led public art.
- 1.6 In respect of the Council's draft Vision, the proposal from Artsworld accords with the overall aims of the Improving the Wellbeing of Arun. It will work in the areas of greatest deprivation, champion culture and the arts, and support activities that promote community wellbeing.
- 1.7 Artsworld is seeking £15,000 from the Council in 2022/23 for the period October to March (6 months) and £30,000 per annum between 2023/24 to 2025/26 (3 years). Artsworld will match the Council's funding in 2022/23. This programme of work will be a flagship element of Artsworld's funding bid to Arts Council England for the period 2023 to 2026 which Artsworld intends to utilise to match fund the Council's contribution for this period.

2. PROPOSAL(S):


- 2.1 It is proposed that the Housing and Wellbeing Services Committee approve the funding of the Arun Inspires Programme (Phase 2) for 2022/23 as agreed in the 2022/23 budget. Funding from April 2023 until March 2026 will be subject to satisfactory reviews, in line with Arun District Council's Priorities and the availability of funding in those years.

3. OPTIONS:

- 3.1 To support the recommendation as set out in the report (preferred option); or
 3.2 Not to support the recommendation.

4. CONSULTATION:

Has consultation been undertaken with:	YES	NO
Relevant Town/Parish Council	✓	

<ul style="list-style-type: none"> Positive conversations with Littlehampton Town Council and the Bognor Regis BID regarding the programme's future 		
Relevant District Ward Councillors		✓
Other groups/persons (please specify)		✓
5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)	YES	NO
Financial	✓	
Legal	✓	
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability		✓
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		
6. IMPLICATIONS: Financial: £15,000 has been approved in the 2022/23 budget for Arun Artwork. Future years' funding will be subject to consideration as part of the budget setting processes. Legal: If approved a formal agreement will be drafted with Artwork.		
7. REASON FOR THE DECISION: To safeguard the Councils leisure operating contract and facilitate a full business recovery in Arun To serve the health and wellbeing needs of the community		
8. BACKGROUND PAPERS: Appendix 1 Arun Inspires Proposal for Phase 2: 2022/23 – 2025/26  Arun Inspires Phase 2 Proposal 2.0.pdf		

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ARUN DISTRICT COUNCIL

REPORT TO AND DECISION OF THE HOUSING AND WELLBEING COMMITTEE 17 MARCH 2022

SUBJECT: Urgent Officer Decision in relation to the continuation of the Local Council Tax Hardship Fund for 2022/23

REPORT AUTHOR: James Hassett – Chief Executive

DATE: February 2022

EXTN: 37600

AREA: Corporate Support

EXECUTIVE SUMMARY:

In accordance with the provisions of the Officer Scheme of Delegation in the Council's Constitution, this report provides an update to the Committee on the decisions taken by the Chief Executive to incur expenditure or take urgent action to continue the Hardship Fund for claimants of the Local Council Tax Support Scheme (LCTS) for 2022/23 and further asks committee to authorise the Chief Executive to agree a Discretionary Scheme to be funded through central government grant for payments of up to £150 for households in Bands E to H who might be experiencing fuel poverty but not beneficiary of the Council Tax Rebate.

RECOMMENDATIONS:

The Committee is asked to:

1. Endorse and support the urgent decision to continue the Hardship Fund for claimants of the Local Council Tax Support Scheme (LCTS) for 2022/23, which constitutes an additional discretionary discount of up to £150 per household for working age claimants in the District.
2. Authorise the Chief Executive to agree the County Wide discretionary rebate scheme being negotiated for households not eligible for the mandatory scheme.

1. BACKGROUND:

- 1.1. The Local Council Tax Hardship Fund commenced in 2020/21 and was fully funded from a government grant. The scheme was able to be continued in 2021/22 due to the support of West Sussex County Council who agreed to meet their share of the scheme.
- 1.2. West Sussex County Council have confirmed that they are willing to continue supporting the scheme in 2022/23. However, due to the timing of the notification, this could not be included in the budget 2022/23 process. The action of the County Council has enabled Arun to continue

with the scheme, as the District share can be met from the Covid19 Contingency budget for 2021/22.

2. PROPOSAL(S):

- 2.1.1 The decision to continue the Covid-19 Hardship Fund for claimants of the Local Council Tax Support Scheme (LCTS) for 2022/23, which constitutes an additional discretionary discount of up to £150 per household for working age claimants in the District was taken by the Chief Executive on 25 February 2022.
- 2.1.2 West Sussex County Council has recently agreed to continue the Hardship Fund for 2022/23 subject to Arun funding the District Council share (approximately 12% of the overall cost or £100k). Funding has been allocated from the Covid 19 Contingency Budget for 2021/22.
- 2.1.3 The scheme is targeted towards those residents in most need.
- 2.1.4 The hardship fund was applied to 4,734 working age households in the District, with an initial award of £618,931. The share to be met by the Council is approximately £74,000 (this figure will increase during the year as new cases become eligible).
- 2.1.5 The government is funding a mandatory fuel allowance scheme through Council Tax for households in bands A-D (The Council Tax Rebate). For households outside these bands funding is being provided so that Councils can devise a discretionary scheme.
- 2.1.6 Councils can determine locally how best to make use of this funding to provide payments to other households who are energy bill payers but not covered by the Council Tax Rebate. This could include households living in property valued in bands E – H that are on income related benefits or those where the energy bill payers are not liable for council tax. Occupants of class M (student halls) are unlikely to be eligible for discretionary support, unless they are exposed to rising energy prices in a similar way to other households. Discretionary support should not be offered to occupants of property in exemption class O, where the Ministry of Defence will provide cost of living support.
- 2.1.7 In order to ensure that the Discretionary scheme for E-H is rolled out on time before the next Housing and Wellbeing Committee Committee meeting, Committee is being asked to authorise the Chief Executive to agree that scheme which is currently in discussion between the District Councils to ensure that it is an agreed County wide scheme.

3. OPTIONS:

None, as the officer made the decision in line with the delegated authority given by the Council.

4. CONSULTATION:

Has consultation been undertaken with:

YES

NO

Relevant Town/Parish Council		✓
Relevant District Ward Councillors		✓
Other groups/persons (please specify) <ul style="list-style-type: none"> • Leader of the Council • Group Leaders 	✓	
5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)	YES	NO
Financial	✓	
Legal	✓	
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability		✓
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		✓
<p>6. IMPLICATIONS:</p> <p>Financial Implications Urgent officer decision made under delegation: The Section 151 Officer has been consulted on the decision and has approved the necessary virement for 2022/23. The decision by West Sussex County Council to fund the balance of the relief makes the proposal affordable, whilst ensuring that targeted support is provided for those local residents in most need.</p> <p>Application of additional Central Government Funding: The Council, as billing authority, is responsible for distribution to households of two schemes in relation to rising energy prices which are fully funded by central government</p> <ul style="list-style-type: none"> • The Council Tax Energy Rebate scheme is mandatory, and the Council is acting as agent; and • The discretionary scheme intended for households not eligible for the mandatory scheme is also fully funded but requires a transparent scheme for applications to be made. The Council is therefore acting as principal for the discretionary scheme. <p>Legal Implications The Interim Monitoring Officer has been consulted on the decision. The decision taken by the officer has followed the provisions of the Council's Constitution and any direction or law issued by Central Government.</p>		

7. REASON FOR THE DECISION:

To meet the requirements of the Council's Constitution and to enable payments in relation to the discretionary scheme to be made as soon as possible in line with the intentions of the grant.

8. BACKGROUND PAPERS:

Council's Constitution - Constitution


ARUN DISTRICT COUNCIL
DECISION TAKEN UNDER OFFICER SCHEME OF DELEGATION

To be completed for decisions taken in accordance with Part 4, Officer Scheme of Delegation, Section 1, paragraph 5.2.

DATE DECISION TAKEN	25 February 2022
SUBJECT	Continuation of the Local Hardship Fund 2022-23 for working age claimants of the Local Council Tax Support Scheme (LCTS) in the District.
DECISION TAKEN	I have exercised my delegated authority at Part 4, Section 2, Paragraph 2.11 of the Constitution to authorise an extension of the additional discretionary discount of up to £150 per household for working age claimants of the Council Tax Hardship Support Scheme. The cost of the scheme is funded from the Council's Covid 19 contingency budget 2021/22 and West Sussex County Council. The cost to Arun for 2022/23 is estimated to be approximately £100k. The s151 Officer has been consulted and has confirmed the availability of the funding from the Council's Covid 19 Contingency budget.
REASON FOR THE DECISION	<p>The Hardship Scheme for 2022/23 will be used to reduce the council tax liability under section 13A of the Local Government Finance Act 1992. The hardship fund allows targeted support to residents of the District in greatest need.</p> <p>The next Housing and Wellbeing Committee meeting is on 17 March 2022, which is considered too late for the reasons listed below:</p> <ul style="list-style-type: none"> • This decision must be taken before the bills are processed (26 and 27 February 2022). • We should act as quickly as possible to apply this targeted relief to the residents of the District in most need • Waiting for the committee to meet would result in unadjusted bills being sent out which will result in anxiety for the people concerned. • Sending out an amended bill in quick succession would result in confusion, leading to queries or payments being made and having to be refunded. • The cost of rebilling is approximately £6k for postage and paper in addition to staff time. This cost (100% Arun) can be avoided by exercising the delegated authority.

*This record to be maintained for six years or such period as statute requires
with the relevant subject file*

ARUN DISTRICT COUNCIL
DECISION TAKEN UNDER OFFICER SCHEME OF DELEGATION

	<ul style="list-style-type: none"> This action is therefore more efficient for the Council and provides value for money. In addition to providing targeted help to those in most need, prompt action will reduce costs and aid efficiency by not increasing the workload of staff that are already severely stretched administering a number of grant schemes on behalf of the government.
<p>ALTERNATIVE OPTIONS CONSIDERED OR REJECTED</p>	<p>Not to continue the Scheme - this would not be reasonable as the hardship grounds for making the scheme continue to apply</p> <p>To wait for the Housing and Wellbeing Committee meeting on 17 March 2022 to consider the issue - however this would result in a delay, which would mean that the above listed reasons for expediting this decision would not be overcome.</p>
<p>ANY CONFLICT OF INTEREST DECLARED BY ANY MEMBER OF THE COUNCIL <i>Only needed if the decision is under an express authorisation</i></p>	
<p>NAME OF THE DECISION TAKER</p>	<p>James Hassett CEO</p>
<p>SIGNATURE</p>	

ARUN DISTRICT COUNCIL

REPORT TO HOUSING & WELLBEING SERVICES COMMITTEE ON 17 MARCH 2022 PART A: REPORT

SUBJECT:	Grant Funded Homelessness Expenditure
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REPORT AUTHOR:	Claire Dyke , Housing Options Manager
DATE:	17 March 2022
EXTN:	37717
PORTFOLIO AREA:	Residential Services

EXECUTIVE SUMMARY:

This report details expenditure in relation to Government Grants and Funding received in respect of tackling and preventing homelessness and rough sleeping, and to mitigate the impact of COVID-19 on those who are homeless or at risk of homelessness.

RECOMMENDATIONS:

Committee is asked to approve expenditure of the following grants:

- a) Homelessness prevention grant (2nd Tranche)
- b) Accommodation for Ex-Offenders Grant
- c) Covid Management Fund (COMF)
- d) Protect & Vaccinate Fund

1.0 BACKGROUND

1.1 There are a number of ring-fenced grants that have been received from the Department of Levelling Up, Housing and Communities, and West Sussex County Council during 2021/2022.

1.2 Homelessness Prevention Grant

1.2.1 The Council receives an annual Homelessness Prevention Grant from DLUHC to prevent and relieve homelessness. The 2021/22 Homelessness Prevention Grant has been “topped up” with a further £169,954 to mitigate the impact of COVID-19 on private rented sector tenancies. The purpose of the additional “Support for Vulnerable Renters” is to help low-income private renters with COVID-19 related rent arrears to avoid eviction or find a new home where necessary to prevent homelessness.

1.3 Accommodation for Ex-Offenders

1.3.1 In Spring 2021, Local Authorities were invited to bid for funds to support Ex-Offenders who may be at risk of rough sleeping. In July 2021 the outcome of the bid was announced, and Arun DC was awarded £201,432 (£192,432 in 21/22 and £9,000 in 22/23) to run the project in partnership with Stonepillow. Funding covers staff costs and incentives to increase access to private rented housing and should be spent by March 2022.

1.4 Covid Management Fund

1.4.1 West Sussex County Council were awarded Covid Management Funding last year but due to issues with mobilisation, these funds have been devolved to the seven Districts and Boroughs. The Housing Options Team has been awarded £95,000 to support the delivery of preventative services including staff costs, assistance with removals and storage and enhanced discretionary housing payments. Funding is to be spent by March 2023.

1.5 Protect & Vaccinate

1.5.1 In December 2021, in light of the Omicron strain of COVID-19, DLUHC announced that they would be issuing Protect and Vaccinate funding to Local Authorities, and an award of £127,294 was made to the Council. The fund supports the costs incurred in ensuring that all rough sleepers in Arun have a safe place to sleep to limit their exposure to COVID-19. A small part of this funding £14,581 is to be used to increase the take up of vaccinations. All funding should be spent by March 2022.

1.6 Summary

Funding Stream	Amount	To be spent by
Homelessness Prevention Grant Top Up	£169,954	March 22
Accommodation for Ex-Offenders	£201,432	£192,432 in 21/22 and £9,000 in 22/23
Covid Management Fund	£95,000	March 23
Protect & Vaccinate	£127,294	March 22

1.6.1 In a report to the Residential & Well Being Committee on the 3 June 2021, Members were updated on our Rough Sleeping Initiative (RSI) Funding running from July 2021 to March 2022. Work is progressing well and verified rough sleeper numbers have reduced from 18 in November when our annual street count took place, to 1 at the end of January, partly due to the Protect and Vaccinate programme but mainly due to the work being carried out with our partners at Stonepillow and Turning Tides to prevent rough sleeping where possible and to ensure that an off the street offer is readily available to those who need it.

1.6.2 The Department for Levelling Up, Housing and Communities released details of funding bids for 2022-25 for RSI Services which need to be submitted by 25 February. Announcements about the level of grant funding awarded will be made in April 2022. The bid has been co-produced with the Council's DLUHC Rough

Sleeper Advisor and our partners, Stonepillow and Turning Tides.		
1.6.3 All funding is ring fenced.		
2.0 PROPOSAL(S):		
2.1 To note and approve grant related expenditure in respect of homelessness prevention, rough sleeping and mitigating COVID-19 impacts.		
3.0 OPTIONS:		
3.1 To approve expenditure as outlined above.		
3.2 Not to approve the expenditure. However, this is not considered to be a viable option as will adversely impact on our ability to prevent and relief homelessness and tackle rough sleeping.		
4.0 CONSULTATION:		
Has consultation been undertaken with:	YES	NO
Relevant Town/Parish Council		✓
Relevant District Ward Councillors		✓
Other groups/persons (please specify)		✓
5.0 ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)	YES	NO
Financial		✓
Legal		✓
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability		✓
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		✓
6.0 IMPLICATIONS:		
6.1 There are multiple funding streams supporting the work of the Housing Options Team, which would otherwise impact on the Council's general fund. Some of these funding streams are subject to bids and some are allocations. Often in year opportunities arise at short notice and require officers to put together funding bids and expenditure programmes at short notice.		

6.2 All allocations and successful funding bids are ring fenced specifically for the purpose of preventing homelessness and rough sleeping.

7.0 REASON FOR THE DECISION:

7.1 For Committee to note the position in respect of grant funded homelessness expenditure in respect of tackling and preventing homelessness and rough sleeping.

8.0 EFFECTIVE DATE OF THE DECISION:

9.0 BACKGROUND PAPERS:

N/A

ARUN DISTRICT COUNCIL

REPORT TO HOUSING & WELLBEING SERVICES COMMITTEE ON 17 MARCH 2022

PART A: REPORT

SUBJECT:	Housing Compensation Policy
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REPORT AUTHOR:	Karen Novell, Repairs & Maintenance Manager
DATE:	2 February 2022
EXTN:	01903 737940
PORTFOLIO AREA:	Residential Services

EXECUTIVE SUMMARY:
<p>This policy details the circumstances in which the Council might pay compensation to a tenant or leaseholder. It covers both mandatory compensation and discretionary compensation.</p> <p>The aim of the policy is to provide redress to Council tenants and leaseholders where some disadvantage, inconvenience or loss has occurred as a result of service failure. While each case will be considered on its individual merits, this policy aims to promote a consistent approach that is reasonable and fair and treats all residents equally.</p>

RECOMMENDATIONS:
<p>It is recommended that the Housing & Wellbeing Committee:</p> <ul style="list-style-type: none">a) approves the adoption of the Compensation Policyb) gives delegated authority to the Group Head of Residential Services to make minor changes to the policy and any amendments necessary to reflect legislative changes

1.0 BACKGROUND
<p>1.1 The Regulator for Social Housing (RSH) places emphasis on effective complaint handling and learning from feedback through the Tenant Involvement and Empowerment Standard. Alongside this, the Housing Ombudsman requires social housing landlords to have a clear policy evidencing how claims for compensation</p>

are managed.		
1.2	There are two types of compensation covered by this policy: mandatory compensation that the Council is obliged to pay by law and discretionary compensation which the Council can choose to pay where circumstances warrant.	
1.3	Mandatory Compensation covers the following:	
	<ul style="list-style-type: none"> • Right to Repair • Home Improvements • Home Loss and Disturbance • Right to Buy 	
1.4	Discretionary Compensation covers the following:	
	<ul style="list-style-type: none"> • Loss of Room or Facility • Failure of Amenity or Service • Damage to Decoration or Fixtures • Failure to follow Housing Landlord Service, Procedure, Policy or Guideline • Missed appointments 	
2.0	PROPOSAL(S):	
2.1	To adopt the Compensation Policy	
3.0	OPTIONS:	
3.1	To adopt the Compensation Policy	
3.2	Not to adopt the Policy. This is not considered a feasible option as all social housing landlords are required to have a Compensation Policy in accordance with the Housing Ombudsman's Complaint Handling Code	
4.0	CONSULTATION:	
4.1	Consultation has taken place with the Council's main repairs and maintenance contractors and residents' group.	
	YES	NO
		✓
		✓
	✓	
	<ul style="list-style-type: none"> • ADC repairs and maintenance contractors 	
5.0	YES	NO
	ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES:	

(Explain in more detail at 6 below)		
Financial		✓
Legal		✓
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability		✓
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		

6.0 IMPLICATIONS:
6.1 Financial - there are no direct financial implications for the service arising from the policy as compensation payments are factored into existing budgets.
6.2 Legal – The Council must comply with the Housing Ombudsman Complaint Handling Code.
7.0 REASON FOR THE DECISION:
7.1 The Regulator for Social Housing and the Housing Ombudsman require all social housing landlords to have an approach to complaints and compensation that is clear simple and accessible.
8.0 BACKGROUND PAPERS:
8.1 Links to Corporate Complaints Policy – tabled at the Audit & Governance Committee on 22 February 2022
8.2 Housing Ombudsman Complaint Handling Code

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COMPENSATION POLICY

Policy Date	1 February 2022
Approved by Housing & Wellbeing Committee on	24 March 2022
Review Date	March 2025

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1. Aims and Objectives

- 1.1 Arun District Council (“ADC”) is committed to providing an excellent service to its customers at all times, however, we recognise that there will be occasions when our services may not meet these high standards and customers are inconvenienced as a result.
- 1.2 Where a complaint is justified, an acknowledgement and apology will normally be sufficient. However, we recognise that where a complainant has suffered some disadvantage, inconvenience or loss as a result, other remedial action may need to be considered. This includes financial compensation.
- 1.3 This policy applies to tenants and leaseholders of ADC. It covers both mandatory compensation and discretionary compensation. Discretionary compensation relates to loss, damage or inconvenience due to a failure in service.
- 1.4 The aims of the Compensation Policy are:
- To make it clear the circumstances in which compensation will be paid
 - To ensure fairness and consistency when calculating compensation
 - To provide guidance on how and when compensation can be claimed
- 1.5 While each case will be considered individually based on the circumstances, this policy aims to promote a consistent approach that is reasonable, fair and treats all customers equally.

2. Scope

- 2.1 This policy outlines the circumstances when we might pay compensation to a tenant or leaseholder.
- 2.2 This policy does not apply to people who may be occupying any of our properties by way of licence, or to other members of the public to whom we do not have a housing related contractual relationship.
- 2.3 This policy should be read in conjunction with [ADC’s Customer Services Strategy](#) and [ADC’s Complaints processes and procedures](#).

3. Legal Framework

- The Commonhold and Leasehold Reform Act 2002
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations – Statutory Instrument 1994 No. 133

- The Housing Act 1985 and the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 – Statutory Instrument 1994 No. 613
- The Leasehold Reform, Housing and Urban Development Act 1993
- The Land Compensation Act 1973 as amended by the Planning Act 1991

4. Circumstances in which Compensation will be Issued

4.1 There are two types of compensation covered by this policy: compensation that ADC is obliged to pay (mandatory compensation required by law), and discretionary compensation which we can choose to pay where circumstances warrant.

4.2 **Mandatory Compensation** - ADC is obliged to award mandatory compensation under:

4.2.1 Right to Repair

The Right to Repair scheme sets out certain repairs that require completion within a certain timescale. Such repairs include small repairs which can be done quickly and easily and urgent repairs where there is a possible risk to health, safety and/or security. These repairs are known as ‘Qualifying Repairs’ and are set out in Appendix 1 to this Housing Compensation Policy.

If ADC and/or its contractor fails to carry out a ‘qualifying repair’ that has been reported on 2 separate occasions within the published repair timescale, and the customer has allowed reasonable access to the property, ADC will make a compensation payment of £10. A further payment of £2 will thereafter be paid for every day that the repair remains outstanding, up to a maximum of £50.

Compensation will not be payable if the delay is due to the availability of a non-standard part and the resident has been informed.

4.2.2 Improvements

Customers may be entitled to claim compensation for improvements that they have carried out to the property. Any such entitlement is an entitlement to compensation (in certain circumstances), not an entitlement to improve.

Any payment of compensation for improvements is made at the end of the tenancy, providing the tenant obtained prior permission from ADC to carry out the works and the improvement is considered a ‘Qualifying Improvement’. Qualifying improvements are set out in Appendix 2 to this Housing Compensation Policy.

The amount of any compensation award is calculated using the equation provided in the Secure Tenants of Local Authorities (Compensation for Improvements)

Regulations 1994 and takes into account how the cost of the improvement and the expected lifetime the improvement has remaining. The equation is set out below:

$$C \times \left(1 - \frac{Y}{N}\right)$$

C = Cost of improvement (excluding the amount of any grant or minor works assistance under Part VIII of the Local Government and Housing Act 1989(6) or the Home Energy Efficiency Grants Regulations 1992(7) paid in respect of the improvement)

N = Notional life of improvement

Y = Number of years since completion with part of a year being rounded up to a complete year, starting on the date the improvement was completed and ending on the date the compensation is claimed

Compensation will not be paid to tenants who have exercised their Right to Buy or where the tenancy ends as a result of a Court Order for possession.

Compensation will only be paid if the customer produces ADC's written permission for the works, receipts in respect of the works and proof of cost of the works. Compensation of under £50 will not be paid.

4.2.3 Home Loss and Disturbance

Where a customer is required by ADC to move to another property, compensation will be paid by way of a Home Loss and/or Disturbance payments. Such payments are made in recognition of the personal distress and inconvenience experienced by customers who need to leave their home through no fault of their own. Further details about these types of compensation can be found in ADC's Decant Policy.

4.2.4 Right to Buy

Customers who have made an application to buy their home are entitled to claim compensation if the sale has not completed within the statutory timescales, as a result of ADC's inaction. By way of compensation, ADC will deduct a sum from the final purchase price, calculated by multiplying the weekly rent by the number of weeks that the sale has been delayed.

To make a claim for such compensation, the customer is required to (1) provide an "Initial Notice of Delay" form to ADC, providing one month in which to resolve the delay

and (2) provide a further “Operative Notice of Delay” form, if the delay is not resolved within that month.

4.3 **Discretionary Compensation** – ADC may pay discretionary compensation in the following circumstances:

4.3.1 **Loss of Room or Facility**

Compensation in the form of a rent rebate may be paid when a customer is not able to use a room(s) in their home because of a repair issue that is our responsibility, and which caused prolonged and unreasonable disruption. We may not pay compensation for a fault or loss that is caused by the customer’s misuse, negligence or damage.

4.3.2 **Failure of Amenity or Service**

Compensation in the form of a service charge refund may be paid when a service that is charged for via service charge, and is the responsibility of ADC, has failed and the deadline for completing the repair has passed. Compensation may not be payable if the loss is due to planned works agreed in advance with the customer or the loss of facility is caused by a utility supplier or the customer’s misuse, negligence or damage.

4.3.3 **Damage to Decoration or Fixtures**

While carrying out repairs improvements or other works there may be unavoidable damage to a customer’s decorations or fixtures. ADC will endeavour to identify possible damage before starting any works and will discuss with the customer options available to minimise the damage. Where decorations or fixtures are damaged as a result of works carried out by ADC or its agents, the resident may be offered the choice to allow ADC or its agents to rectify the damage or be paid an allowance to carry the work out themselves. ADC will consider the value of the fixtures at the time of the loss and/or damage rather than the full replacement value.

4.3.4 **Failure to follow Housing Landlord Service Procedure, Policy or Guideline**

In these circumstances’ compensation may be paid as a gesture of good will and will be paid without prejudice. Compensation will only be considered where the customer has experienced actual and proven financial loss and/or severe avoidable inconvenience, distress, detriment or other unfair impact of service failure. ADC will not pay compensation for loss of earnings due to service failure. However, may offer a goodwill payment in recognition of the time and trouble the customer may have taken to get the issue resolved.

4.3.5 Missed Appointments

ADC may offer compensation to a customer if a pre-arranged appointment that has been confirmed in writing is broken by ADC or its agents. ADC may offer compensation except in exceptional circumstances which are beyond the control of ADC or its agents. ADC will further not offer compensation if the customer was advised that the appointment would not be kept in advance of the appointment

5. Circumstances in which Compensation will Not be Issued

5.1 This policy does not cover the following claims:

- Claims that are covered by ADC's liability insurance
- Claims that would normally be dealt with by ADC's insurers
- Claims that should be covered by a home contents insurance policy, this includes damage to a customer's belongings such as floor coverings caused by flood or fire
- Claims for personal injury
- Claims for loss of earnings
- Claims where a legal claim has been issued

5.2 ADC will not consider making an offer of compensation where:

- The loss damage or service failure was caused or significantly contributed to by the customer, a member of their household or visitor. This includes a failure to report a repair promptly or to keep an appointment
- The cause of the loss damage or service failure was reasonably unforeseeable and/or caused by a third party and/or ADC had no control over the cause. This includes a water leak from a neighbouring property not owned by ADC
- The cause of loss damage or service failure was the result of extreme or unforeseen conditions. This includes adverse weather
- The cause of loss of amenity such as the supply of gas, electricity or water is outside of ADC's control

5.3 Compensation under this policy is not intended as a substitute for home contents insurance. Customers should ensure they have sufficient home contents insurance to cover damage to their property that occurs through no fault of ADC.

5.4 Compensation is not automatic and will not apply where a service failure or mistake has not caused any inconvenience or loss and has been easily and quickly remedied.

6. Investigating Claims and Calculating Compensation

- 6.1 ADC will investigate all claims thoroughly. Officers investigating claims should consult all relevant service area policies, procedures or guidance in determining whether or not ADC is responsible for the service failure.
- 6.2 Where it is determined that discretionary compensation is appropriate, the amount of compensation should be fair, reasonable, justifiable and proportionate in the circumstances of the case. Officers are expected to use their reasonable discretion when considering individual cases.
- 6.3 Prior to a payment of compensation being offered to the customer the appropriate authorisation must be obtained, as follows:
- A Repairs Support Team Leader may authorise discretionary compensation up to a maximum of £100 where it considers that a customer has suffered inconvenience or financial loss due to ADC or its agents
 - The Repair and Maintenance Manager may authorise discretionary compensation up to a maximum of £300 where it is clear that a customer has suffered serious inconvenience or financial loss due to ADC or its agents.
 - Higher compensation payments must be authorised by the Group Head of Residential Services.
- 6.4 Each case will be considered on an individual basis and take into account all relevant known circumstances and supporting evidence. Reports of loss or inconvenience will be investigated and where appropriate compensation will be offered. In determining an appropriate discretionary compensation payment, all relevant circumstances of the matter will be taken into account, including:
- Duration of the issue
 - Circumstances of the customer and their household, including any vulnerabilities or specific needs
 - Quantifiable financial loss that would otherwise have not been incurred
 - Unquantifiable financial loss that would otherwise have not been incurred
 - Distress and inconvenience to the customer as a result of the service failure and in seeking to resolve the issue
 - Time and trouble of the customer
 - Actions of the customer, household or visitor, whether the mitigated or contributed to any loss damage distress or inconvenience
 - The levels of compensation awarded for similar cases by the Housing Ombudsman

6.5 Assessment Guidance

6.5.1 Delay and Distress

Level of ADC's Responsibility	Impact on Customer			
	No Impact	Low Impact	Medium Impact	High Impact
None	£0	£0	£0	£0
Partial	£0	£50	£175	£250
Full	£25	£75	£250	£500

Compensation payments for delay and distress will be made based on the level of ADC's responsibility for the loss or inconvenience and the degree of impact on the customer. This matrix sets out the maximum payment that can be made.

Low Impact

Where the complaint is upheld but no significant inconvenience or distress was caused, and the impact has been no more than a reasonable person could be expected to accept. Any compensation is offered as a token in acknowledge of ADC's responsibility.

Medium Impact

Where inconvenience and/or distress has clearly been caused. A repeated failure of a low impact event could result in the impact being increased to medium impact.

High impact

Where there is a serious failure in service. This could either be due to the severity of the event and/or a persistent failure over a prolonged period of time, or where an unacceptable number of attempts to resolve the complaint have failed.

6.5.2 Missed Appointments

If ADC or its agent fail to attend an appointment, a payment of £20 will be payable. If a new appointment is made and missed, a further payment of £25 will be payable. Any further missed appointments for the same job will be payable at £50 per missed appointment. This is subject to Paragraph 4.3.5 above.

6.5.3 Gesture of Goodwill

ADC may decide, even without acceptance of fault, to offer a gesture of goodwill. This can take the form of a physical, token or financial gesture. Such gestures of goodwill will be considered on a case by case basis but should not normally constitute more than a value of £25.

6.6 The relevant officer will decide on a case by case basis the most appropriate way to pay the compensation. ADC will provide an explanation of how the discretionary compensation has been calculated so that the customer is clear as to the basis for the payment.

7. Payments

7.1 Confirmation of an offer of compensation will be confirmed to the customer in writing. A customer is required to confirm in writing their acceptance of the offer prior to any payment being issued.

7.2 ADC considers acceptance of discretionary compensation to be a full and final settlement of a case. Cases will not be reopened, nor further compensation considered via the same or alternative process unless the circumstances of the original case have significantly changed or escalated.

7.3 Any payment or other form of discretionary compensation under this policy is not an admission of liability by ADC.

7.4 Where the customer owes money to ADC in connection to housing services, such as rent or service charges, any compensation will be credited directly to the relevant account by way of offset against the balance owing. The exception to this is if the compensation offered is intended to be used for a specific purpose, for example, to replace a damaged item. In such circumstances, the payment of compensation will be made to the customer.

8. Appeal and Review

8.1 A customer can appeal the refusal of any claim for compensation or the level of compensation awarded under this Policy.

8.2 Where a customer seeks to make an appeal, they should do so by making a formal complaint through the ADC's Complaint Policy.

9. Other remedies

- 9.1 It may be appropriate that other action is taken to remedy a complaint either separately from or in conjunction with an offer of financial compensation. These may include practical action – such as remedial decorations which might otherwise be the customer’s responsibility, or non-financial gestures of goodwill.

10. Compensation Payments Ordered by the Ombudsman

- 10.1 When a complainant escalates a complaint to the Housing Ombudsman Service, having exhausted ADC’s formal complaints process, ADC will pay compensation and/or carry out works or follow action to comply with the Housing Ombudsman’s recommendation.

11. Performance Monitoring

- 11.1 ADC will review its services with the aim of achieving continuous improvement and to ensure compliance with best practice.
- 11.2 ADC will monitor its performance in acting and learning from complaints – ADC notes that compensation payments are relevant to this.
- 11.3 To help achieve ADC’s aims of ensuring continuous improvement in the services it provides and to ensure that all statutory obligations are met, systems and processes will be implemented to monitor and evaluate performance.

12. Review of Compensation Policy

- 12.1 This policy will be reviewed by ADC every five years unless there is a change in legislation or regulation.
- 12.2 Statutory amounts that are subject to annual uplift will be automatically added without the need for the entire policy to be reviewed.
- 12.3 Where there has been a change in legislation which has an impact on the policy, the policy will be reviewed within a reasonable time of the legislation or regulation coming into effect.

13. Equality and Diversity

- 13.1 ADC will ensure that this policy is applied fairly and consistently to our customers.
- 13.2 This policy will be implemented in accordance with ADC’s Equality and Diversity Policy.

13.3 This policy and any other related publications of ADC are available in other formats upon the request of a customer

Appendix 1 – Right to Repair

Qualifying Repairs

A repair won't qualify for the Right to Repair scheme if:

- It exceeds an estimated cost of £250, or
- ADC is not responsible for the repair

Repair	Timescale
Total loss of electrical power	1 day
Partial loss of electrical power	3 days
Unsafe power or lighting socket, or electrical fitting	1 day
Total loss of water supply	1 day
Partial loss of water supply	3 days
Total or partial Loss of gas supply	1 day
Blocked flue to open fire or boiler	1 day
Total or partial loss of space or water heating between 31st October and 1st May	1 day
Total or partial loss of space or water heating between 30th April and 1st November	3 days
Blocked or leaking foul drain, soil stack, or (where no other working toilet in the property) toilet	1 day
Toilet not flushing (where there is no other working toilet in the property)	1 day
Blocked sink, bath or basin	3 days
Tap which cannot be turned	3 days
Leak from water or heating pipe, tank or cistern	1 day
Leaking Roof	7 days
Insecure external door or window	1 day
Loose or detached banister or handrail	3 days
Rotten timber flooring or stair tread	3 days
Door entry system not working	7 days
Mechanical Extractor fan in internal kitchen or bathroom not working	7 days

Appendix 2 – Compensation for Improvements

Qualifying Improvements

The following table includes the improvements that customers can make to their homes at their own cost for which compensation may be considered at the end of the tenancy. The list also states their average associated notional life.

Qualifying Improvements	Notional Life
Bath, shower, wash hand basin or toilet	12 years
Kitchen sink, or work surfaces for food preparation	10 years
Storage cupboard in bathroom or kitchen	10 years
Thermostatic radiator valves	7 years
Insulation of pipes, water tank or cylinder	10 years
Loft or cavity wall insulation	20 years
Draught proofing of external doors or windows	8 years
Any other object which improves the security of the property (excluding burglar alarms)	10 years
Space or water heating	12 years
Double glazing or other external window replacements of secondary glazing	20 years
Rewiring or the provision of power and lighting or other electrical fittings (including smoke detectors)	15 years

ARUN DISTRICT COUNCIL

REPORT TO HOUSING & WELLBEING COMMITTEE ON 17 MARCH 2022

PART A: REPORT

SUBJECT:	Development of New Council Housing – Canada Road & Ellis Close, Arundel and Westloats Lane, Bognor
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REPORT AUTHOR:	Gillian Taylor , Interim Development Manager Arjan de Jong , Interim Strategy & Enabling Manager
DATE:	3 February 2022
EXTN:	37764
PORTFOLIO AREA:	Residential Services

EXECUTIVE SUMMARY:

Following the adoption of the Housing Revenue Account Business Plan (HRA) in July 2017, a programme to develop or acquire up to 250 new affordable homes over a ten-year period was agreed. Since 2017 to date, 81 new homes have been added to the HRA portfolio, with an additional 40 homes due to be completed within the next 10 months. This report seeks authority to develop a further 12 new homes on HRA land.

RECOMMENDATIONS:

Housing & Wellbeing Committee is recommended to approve:

- Development of 12 new homes on existing Housing Revenue Account land at Canada Road, Arundel, Ellis Close, Arundel and Westloats Lane, Bognor Regis and approve the budget of £4.0m for the Development.
- The award of the Pre-Construction Services Agreement contract to Beard Construction for £301,609 (inclusive of VAT).
- Delegate to the Director Services authority to award the main construction contract following a satisfactory review of costs for an amount within the approved budget.

1.0 BACKGROUND

- 1.1 Following the adoption of the HRA Business Plan in July 2017, a programme to develop or acquire up to 250 (subsequently increased to 350 in 2019) new affordable homes over a ten-year period was agreed.
- 1.2 This is the first scheme to be brought forward since the implementation of the Committee system. Since 2017, 81 new affordable homes have been successfully developed/acquired and added to the Council's housing stock via the HRA and a further 40 new homes due for completion over the next 10 months. Please see Appendix 1.
- 1.3 The Council now intends to develop 12 more affordable homes on three separate sites within the ownership of the Housing Revenue Account as detailed below and set out in Appendix 2.
- 1.4 **Canada Road and Ellis Close, Arundel and Westloats Lane, Bognor Regis**
 - 1.4.1 The proposed redevelopment on sites at Canada Road (an existing terrace of 4 disused 1 bed sheltered homes) and Ellis Close (on a disused garage site) will provide 8no. 2 bedroom/4 person houses – all new build.
 - 1.4.2 The proposed development on Westloats Lane will be built on currently disused land to provide 4 no. 2 bedroom/4-person new build apartments.
 - 1.4.3 Residential Services have procured the contractor, Beard Construction. This was via the Hampshire County Council Intermediate Construction Framework; the mechanism approved to obtain competitive prices for building on Council owned land.
 - 1.4.4 The costs associated with the scheme comprise two integral elements the Pre-Construction Services Agreement (PCSA) and the main build contract. The PCSA minimises the risk to Arun by limiting the costs to the actual works that Beard complete in the event that planning permission is not obtained. These works are mostly investigations, surveys as required (as part of any planning pre-start condition) and the submission of planning applications for all 3 sites. An open book approach to both material and labour has been agreed to enable clarity on obtaining Value for Money on these projects.
 - 1.4.5 The intention is that planning permission be obtained in March and April 2022 for Canada Rd and Ellis Close with Westloats to follow, shortly thereafter. At this point a fixed contract price will be provided by Beard Construction. The intention is to enter into Design and Build contract with Beard to build the 12 rented homes at this stage, subject to a review of all the costs by our Employers Agent and their confirmation the contract price represents value for money.

1.4.6 The main demand from the housing waiting list is for 2-bedroom properties and this development opportunity will provide twelve of these including 8no. 2-bedroom houses. The properties will be let at approximately 90% of the Local Housing Allowance rate and we anticipate the cost for the 12 homes to be up to £4m based on current estimates from Beard Construction with start on site autumn 2022 and completion autumn 2023. This figure is inclusive of contingency to cover abnormal costs which may arise, such as ground conditions, necessity to move services, increase in cost of materials and labour.

Scheme design will have an emphasis on providing homes that minimise carbon emissions, are energy efficient and affordable for prospective tenants.

1.5 Scheme Appraisal & Valuation

1.5.1 The scheme appraisal has been based on an independent open market valuation which takes into account the area, accommodation and current market values.

1.6 Rent Comparison Table

1.6.1 It is proposed to let the units at a weekly rent of £168.90 – Equivalent to 90% of Local Housing Allowance. LHA being the amount of rent set at the lower 30th percentile of rents in the rent assessment area and is the level of rent that is eligible for housing benefit. The rent figures for Westloats are inclusive of a service charge as these are apartments with communal cleaning, grounds maintenance and communal lighting required.

1.7 Financial Viability

1.7.1 The scheme for 12 new homes has been appraised using the SDS Proval software. Based on the income from rents the scheme will repay the borrowing requirement over 41 years and will generate a positive net present value by year 55.

Item	
Main Works Contract (including contractor contingency)	£3,234,651
Pre-Contract Service Agreement (PCSA) including contingency	£251,341
Fees and on-costs	£53,870
Total Scheme Costs	£3,539,862
Rent PA, net of voids and allowances	£92,034
Borrowing Cost Interest PA Yr 1	£26,969
Surplus Year 1	£56,089
Payback Assuming surpluses used to repay borrowing	41
NPV Rental income minus loan payments over 55 years	£176,500

2.0 PROPOSAL(S):		
2.1	It is proposed the estimated £4m budget to develop 12 new self-contained homes for use as general needs housing in the HRA be approved. This will enable the Council to replace some of the homes sold through the Right to Buy and help provide affordable rented accommodation for households in housing need on the Councils housing register and in emergency and temporary accommodation.	
2.2	The scheme is expected to start on site autumn and will be ready for occupation by autumn 2023.	
3.0 OPTIONS:		
3.1	To approve the proposal as set out.	
3.2	Not to approve the proposal. However, this will neither replace council housing being sold under the RTB nor enable the affordable homes to be provided. It will also leave the sites in their current condition. There are already reports of both vandalism and anti-social behaviour. This will result in ongoing costs to maintain the sites. It will be necessary to demolish the existing bungalows units at Canada Road.	
3.3	Sell the sites without planning permission: Any purchaser would have to incur costs in both time and money. This, together with the risk of not obtaining planning approval, would significantly affect the receipt from a sale. Best Value for Money is unlikely to result, and, because of the small footprint of the sites, provision of affordable housing thresholds would not be reached resulting in no affordable housing would be delivered.	
3.4	Obtain planning permission and sell on the open market: This would require significant outlay but would generate a capital receipt. The opportunity to provide affordable housing (twelve 2/bed houses) on council owned land would, however, be lost and using the receipt to buy land and provide elsewhere is unlikely to be economically advantageous.	
4.0 CONSULTATION:		
	YES	NO
Relevant Town/Parish Council		✓
Relevant District Ward Councillors		✓
Other groups/persons (please specify) Members of the Housing and Customer Services Working Group		✓

5.0 ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)	YES	NO
Financial	✓	
Legal	✓	
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability	✓	
Asset Management/Property/Land	✓	
Technology		✓
Safeguarding		✓

<p>6.0 IMPLICATIONS:</p> <p>6.1 Financial: See Financial Viability above. If approved, the scheme will be funded from existing capital budgets set aside for the development and refurbishment of new and existing homes. If the scheme is not approved there will be abortive costs of circa 116k for the site surveys and investigations that were conducted as due diligence for consideration of the development of the sites.</p> <p>6.2 Legal: The PCSA was prepared by Hampshire County Council legal team and is in effect its own contract.</p> <p>6.3 Sustainability: Final specification to be agreed with an emphasis on providing energy efficient housing that is affordable for prospective residents.</p> <p>6.4 Asset Management: Each of these sites are presently unused, require maintenance and are unattractive. The proposed redevelopment will enhance the neighbourhood whilst providing new energy efficient houses to meet current housing need.</p>
<p>7.0 REASON FOR THE DECISION:</p> <p>7.1 To meet housing need in the District and contribute to the Council's strategic target of building/acquiring 350 new homes over a 10-year period.</p>
<p>8.0 BACKGROUND PAPERS:</p> <p>8.1 Appendix 1 – List of properties delivered and immediate pipeline</p> <p>8.2 Appendix 2 – Canada Road Map</p> <p>8.3 Appendix 3 – Ellis Close Map</p> <p>8.4 Appendix 4 – Westloats Lane Map</p>

Appendix 1

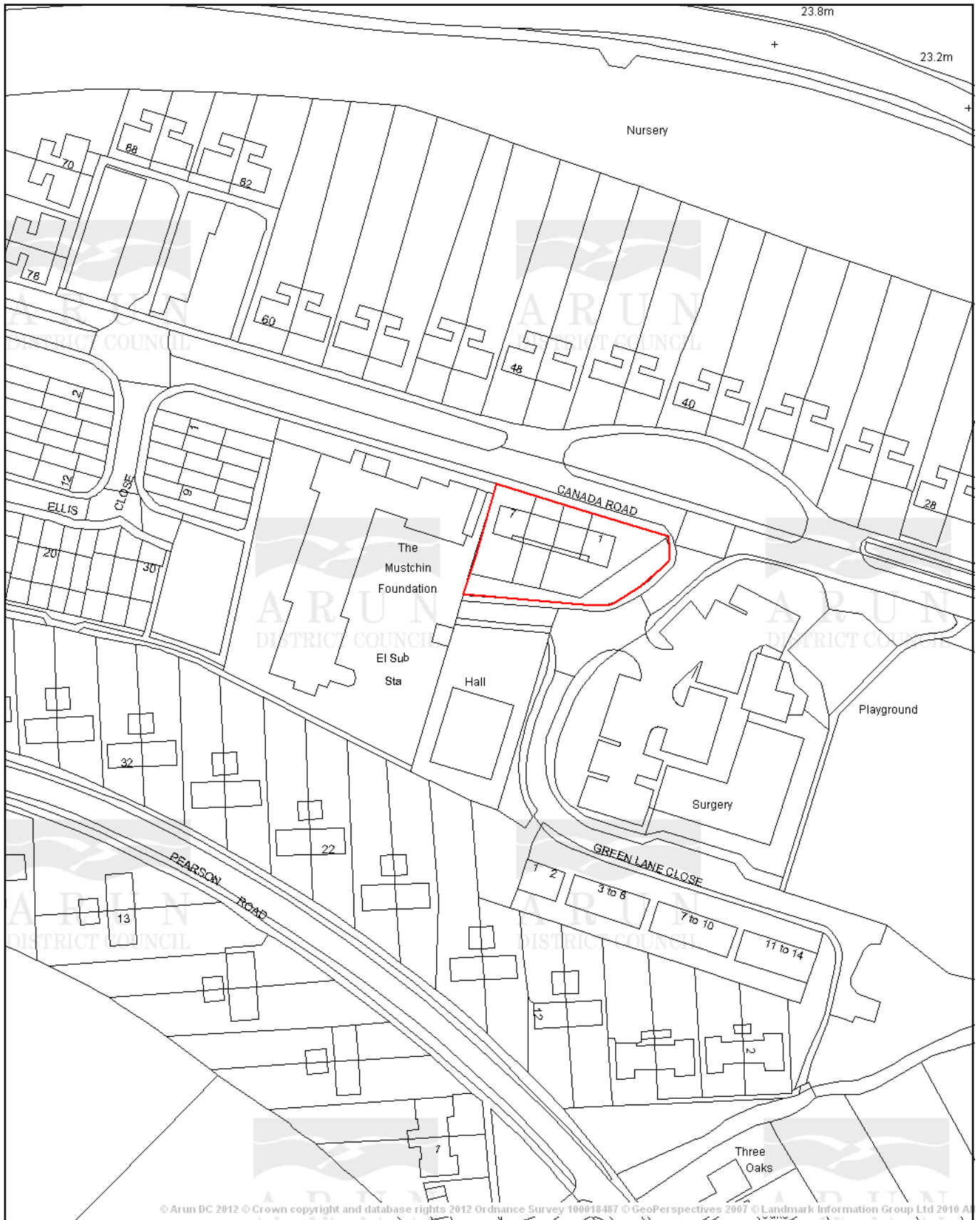
Site	No of Homes	Mix	Completion Dates	Green Technology
Chesham Place & Blossom Way, Barnham	9	6 x 2 Bedroom Houses 3 x 3 Bedroom Houses	Aug-17	Air Source Heat Pumps
Church View, Glenlogie, Bognor Regis	2	2 x 4 Bedroom Houses	Aug-17	
Wick	24	20 x 2 Bedroom Houses 4 x 1 Bedroom Apartments	Jun-18	
Starling House, Littlehampton	10	2 x 1 Bedroom Apartments 8 x 2 Bedroom Apartments	Apr-20	
Longford Road, Bognor Regis	2	1 x 1 Bedroom Apartment 1 x 2 Bedroom Apartment	Jun-20	
Windroos Nursery, Littlehampton	14	14 x 2 Bedroom Houses	Nov-20	
Quite Waters, Angmering	8	6 x 2 Bedroom Apartments 2 x 1 Bedroom Apartments	Mar-21	Electric Vehicle Charging Points
38 Arundel Road, Littlehampton	2	2 x 2 Bedroom Apartments	Aug-21	
Cinders Nursery, Yapton, Phase 1	10	4 x 1 Bedroom Apartments 4 x 2 Bedroom Apartments 2 x 2 Bedroom Houses	Feb-22	Air Source Heat Pumps & Electric Vehicle Charging Points
Cinders Nursery, Yapton, Phase 2	5	2 x 1 Bedroom Apartments 3 x 2 Bedroom Apartments	Expected Jul-22	Air Source Heat Pumps & Electric Vehicle Charging Points
Chichester Road,	8	2 x 1 Bedroom Apartments 6 x 2 Bedroom Apartments	Expected Jul-22	Electric Vehicle Charging Points

Site	No of Homes	Mix	Completion Dates	Green Technology
Summer Lane, Pagham	27	25 x 2 Bedroom Houses 2 x 3 Bedroom Houses	Expected Dec-22	
Total	121			

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Appendix 2A

Land at Canada Road Arundel

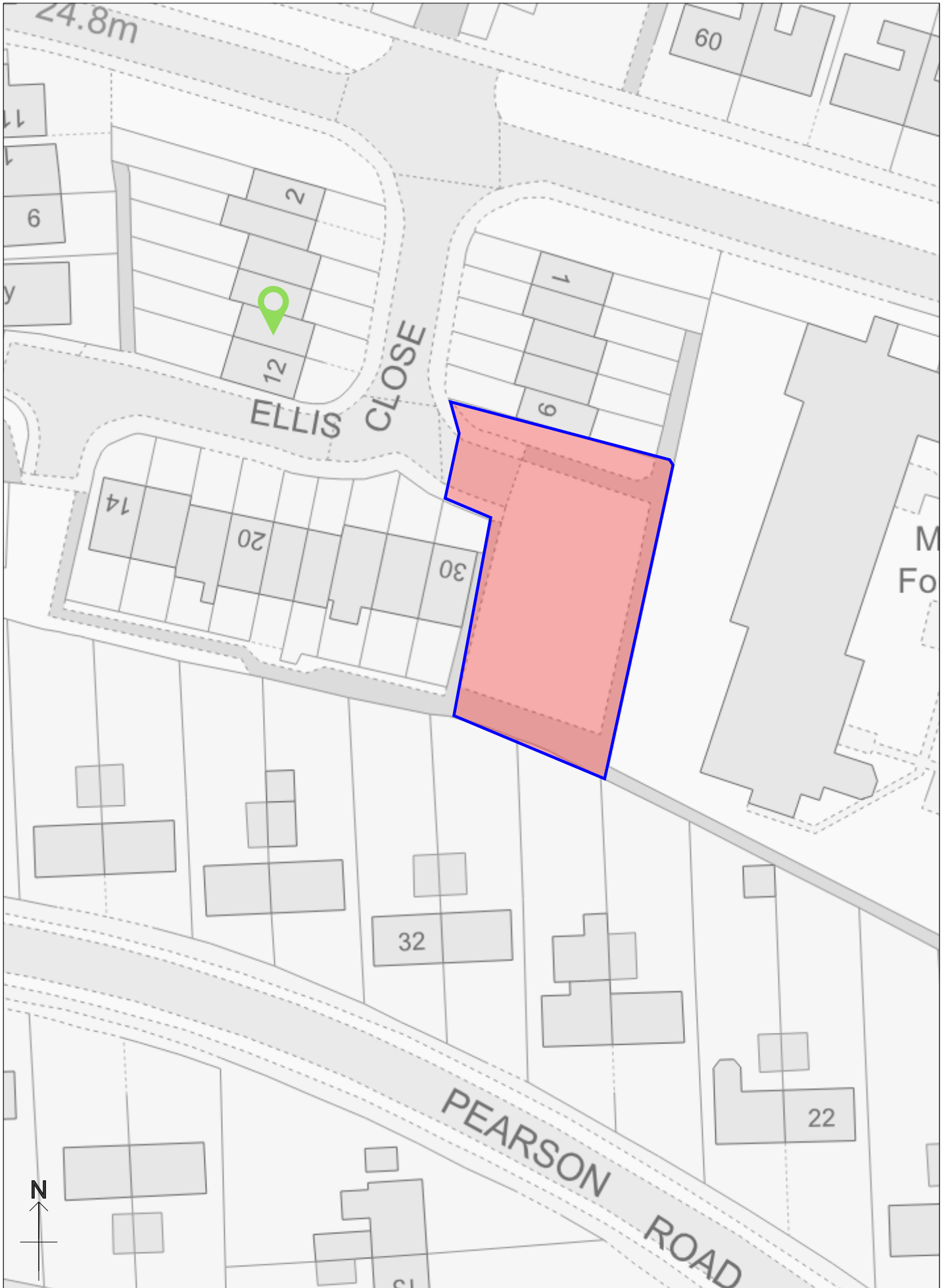


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Appendix 2A

 <p>The logo for Arun District Council features a blue stylized wave above the letters 'A R U N' in a large, bold, serif font. Below 'A R U N' is the text 'DISTRICT COUNCIL' in a smaller, blue, sans-serif font.</p>	<p>Based on the Ordnance Survey mapping with the permission of the Controller of Her Majesty's Stationery Office © Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. Arun District Council 100018487.</p>	<p>Scale 1/1250 Date 3/7/2013 Centre = 500887 E 106943 N</p>
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Arun District Council Maps



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ARUN DISTRICT COUNCIL

REPORT TO HOUSING & WELLBEING COMMITTEE ON 17 MARCH 2022

REPORT

SUBJECT:	Local Management Agreement - proposal for Nightingales sheltered scheme, Findon, BN14 0TW
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REPORT AUTHOR:	Sasha Hawkins , Resident Engagement Officer Karen McGreal , Business Improvement Manager
DATE:	1 February 2022
EXTN:	01903 737656
AREA:	Residential Services

EXECUTIVE SUMMARY:

This report seeks Committee approval for the formulation and implementation of a Local Management Agreement between Nightingales Tenants Association and the Council.

The Local Management Agreement will allow Nightingales Tenants Association formed by residents at Nightingales, sheltered housing scheme, Findon to directly manage the following services that are currently undertaken by the Council, cleaning, grounds maintenance and minor repairs.

A Local Management Agreement is an alternative to the Association proceeding with a Tenant Management Organisation under the Right to Manage legislation.

RECOMMENDATIONS:

It is recommended that the Housing & Wellbeing Committee

- a) approve the proposal to enter into a Local Management Agreement with the Nightingales Tenants Association.
- b) gives delegated authority to the Group Head of Residential Services to sign and enter into a Local Management Agreement.

1.0 BACKGROUND:

1.1 Nightingales is a sheltered scheme in Findon that comprises of 31 properties.

1.2 The tenants of Nightingales set up Nightingales Tenants Association (NTA) in September 2020 as they wished to explore the options for having more control over

the services they receive at the scheme. A copy of the NTA constitution can be found at Appendix 1.

1.3 There are currently 28 members of the tenant's association.

1.4 The two options currently available to tenants to take over responsibility for managing housing services are:

- Forming a Tenant Management Organisation.
- Entering into a voluntary Local Management Agreement with a local authority.

1.5 An overview of Right to Manage and Tenant Management Organisations

1.5.1 Local authority tenants have had a statutory Right to Manage since 1994. By forming a Tenant Management Organisation, and following Right to Manage Regulations, tenants can take over responsibility for managing housing services, such as repairs, caretaking, and rent collection from their landlord.

1.5.2 The Right to Manage regulations provide a clear process for aspiring Tenant Management Organisations to take over management responsibility for local services. The key stages in the Right to Manage process are as follows:

- The tenants explore options for managing services, engage residents and decide that tenant management is the right option for them (although not part of the statutory Right to Manage process this stage is recommended)
- A vote is held which authorises the Tenant Management Organisation to serve a Right to Manage proposal notice on the local authority.
- The Tenant Management Organisation and local authority develop proposals for the services to be managed and budgets to be transferred, drawing on the authority's support.
- The competence of the Tenant Management Organisation is assessed by an independent approved assessor.
- Providing the group is deemed competent, affected residents are balloted to confirm community support, ahead of detailed work by the Tenant Management Organisation and local authority to finalise arrangements for transfer.
- An agreement is prepared and signed transferring management responsibility to the Tenant Management Organisation.

1.5.3 It can take between 2-3 years and sometimes longer for the transfer of responsibility to complete and the TMO to take over the running of services.

1.6 Local Management Agreements

1.6.1 Alternative approaches are also available for tenants wishing to managing services. Tenants can manage local services where the contract value is below the EU

procurement threshold, by drawing up a Local Management Agreement with their landlord. Alternatively, arrangements may be put in place whereby tenants manage services whilst the local authority retains control of budgets.

1.6.2 An LMA is a voluntary arrangement between a local authority and a tenant's group (outside of the Right to Manage regulations) which involves delegating responsibility to a tenant's group for the delivery of limited service/s. It is a much quicker and simpler process than developing a TMO.

1.6.3 Tenants can choose to provide a service themselves as a group, employ someone to do it, or engage a contractor or supplier. It is designed for relatively small-scale services, for example.

- Cleaning of communal areas and window cleaning
- Communal gardening and grounds maintenance
- Minor repairs.

1.6.4 LMA's are particularly suited to:

- Services in shared spaces used by all residents, or a significant majority of them
- Situations where residents believe they can provide the same or a better standard of service at a lower cost
- Cases where there are particular issues or circumstances that affect the local service, compared to other estates or areas.

1.7 Nightingales Tenants Association Local Management Agreement Proposal

1.7.1 After consultation with their members the NTA decided to exercise their Right to Manage under the 2012 Right to Manage regulations to form a Tenant Management Organisation. A ballot was carried out between 30-31 October 2020 as required by legislation and 21 out of 23 members voted in favour of this.

1.7.2 A written proposal notice was then served on the Council on 4 November 2020 and in line with the statutory guidance was accepted on 4 December 2020. It was at this point the timeline for the Right to Manage process commenced. This process is still ongoing and is currently in the development stage with an approved assessor appointed by the Department for Levelling Up Housing and Communities (DLUHC).

1.7.3 The DLUHC lead advisor suggested to NTA that they might wish to consider a Local Management Agreement as an alternative to a Tenant Management Organisation. This is due to the small number of properties that will be managed, and the likelihood of limited allowances being given.

1.7.4 The NTA has put forward a proposal to enter into an LMA with the Council to take over management of the following services:

- Interior and exterior block cleaning

- Ground's maintenance
- Routine repairs to occupied dwellings and communal areas
- Routine electrical repairs to occupied dwellings and communal areas

1.7.5 A copy of their outline plan is attached as Appendix 2 and sets out the scope of the works, how they intend to carry out these works, the benefits for tenants and how the services will be monitored.

1.7.6 It is anticipated that the LMA once agreed will be for an initial term of 3 years. It will contain overall targets/objectives to show whether it has made a difference or not. These will relate to the original reasons for setting up the LMA and will be set by the NTA in partnership with the Council. They will be reported against at regular agreed intervals to the Council and Housing and Wellbeing Committee.

1.8 Consultation

1.8.1 Under Section 27 (a) Housing Act 1985 (As Amended) the Council is required to consult on the proposed Local Management Agreement with all tenants who would be impacted.

1.8.2 Consultation was carried out from 12 January 2022 to 2 February 2022. All tenants were written too and asked for their views on the proposed local management agreement.

1.8.3 There were 30 responses out of a possible 36, of which 23 were in favour and 7 were against. A summary of the consultation outcome is attached as appendix 4.

1.9 Next Steps

1.9.1 If the proposal is agreed the Council will support the NTA in creating a detailed plan for the services they wish to undertake, tendering for contractors and offering training and support to ensure the group have the correct skills and competencies to take over management of these services. The NTA will also incorporate as a Community Interest Company (CIC) prior to entering into the LMA.

1.9.2 The Council and NTA will then draw up an agreement with the input of legal advice setting out how the NTA will provide the cleaning, ground, and minor repairs service for the benefit of all tenants at Nightingales for a period of three years. It is envisaged that the Local Management Agreement will commence in 2022, the month is yet to be determined. The agreement will be reviewed every 12 months by both parties.

1.9.3 The Council will provide funding to the NTA equivalent to the current costs of providing these services. This has been calculated as the proportion of contract costs that is relevant to the scheme. Residents can choose to use any surpluses to the benefit of the area, and it is the aim of the NTA to provide the services at a cheaper cost than the council and reinvest the surplus back into the scheme.

1.9.4 As the Council will still ultimately be responsible for services provided under Local

<p>Management Agreement, it can step in if things do not go well. The LMA will give the Council permission to inspect the quality of work and systems at any reasonable time. The Council will advise the NTA in writing if there are any shortfalls in service delivery and be given one month to take corrective action.</p>		
<p>1.9.5 In the event the NTA disbands before the end of the LMA term or in any way otherwise fails to meet its responsibilities or provide the services set out in the agreement, the Council will assume all the rights, responsibilities, and liabilities of the NTA in respect of the Local Management Agreement.</p>		
<p>1.9.6 Either party can end the agreement at any other time, by giving the other at least three months' notice in writing.</p>		
<p>1.9.7 The Council will ensure that the terms set out in Schedule 1 of the 2012 general approval decision instrument under S27 Housing Act 1985 issued by the Regulator of Social Housing are complied with before entering into any management agreement.</p>		
<p>1.9.8 If the LMA proposal is approved by committee the NTA will withdraw their Right to Manage notice.</p>		
<p>2.0 PROPOSAL(S):</p>		
<p>2.1 To approve the outline plan put forward by NTA to enter an LMA with the council for three years, allowing us to work with the NTA to develop a detailed plan and management agreement prior to implementation.</p>		
<p>3.0 OPTIONS:</p>		
<p>3.1 Approve the LMA proposal, allowing the Council to work with the NTA to draw up a detailed plan and management agreement for them to take over the grounds, cleaning, and minor repairs service.</p>		
<p>3.2 Refuse the LMA proposal. The NTA will then proceed with the TMO under the Right to Manage regulations to take on a wider range of services. This is not considered a favourable option as the NTA have stated their preferred option is an LMA, so they do not have to consider taking on services that they do not wish to manage. Further to this a TMO is very resource intensive for both the NTA and Arun District Council whereas an LMA is much quicker and simpler process for both parties.</p>		
<p>4.0 CONSULTATION:</p>		
Has consultation been undertaken with	YES	NO
Relevant Town/Parish Council		✓
Relevant District Ward Councillors		✓
Other groups/persons (please specify) Tenants of Nightingales	✓	

5.0 ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)	YES	NO
Financial	✓	
Legal	✓	
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability		✓
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		

<p>6.0 IMPLICATIONS:</p>
<p>6.1 Legal – The Council will devolve some of its housing management responsibilities to Nightingales Tenants Association using the 2012 general approval under S27 of the Housing Act. This will not affect resident’s tenure and they will remain tenants of Arun District Council and their tenancy agreements will remain unaffected.</p>
<p>6.2 Financial – there are no direct financial implications as the allowances will come from existing budgets. The Council will transfer an annual allowance to the NTA for the costs of providing the cleaning, grounds, and repairs services, equivalent to the current budget allocated. The NTA’s accounts will be monitored on a regular basis and an annual financial statement will be provided by the NTA for the Council to inspect and audit.</p>

<p>7.0 REASON FOR THE DECISION:</p>
<p>7.1 LMAs are proven models of community control that can boost tenant satisfaction and involvement. It also supports the principle of The Social Housing White Paper in ensuring the voice of the tenant is heard and can influence and engage in how their homes are managed and run.</p>

<p>8.0 BACKGROUND PAPERS:</p>
<p>8.1 Appendix 1 – NTA consultation</p>
<p>8.2 Appendix 2 – Outline plan provided by Nightingales tenants association</p>
<p>8.3 Appendix 3 – Local management agreement toolkit</p>
<p>8.4 Appendix 4 – Summary of constitution</p>

Appendix 1

Consultation:

Consultation with tenants of Nightingales sheltered scheme, Findon, BN14 0TW on the proposed Local Management Agreement (LMA) put forward by the Nightingales Tenants Association (NTA).

Consultation carried out from 12 January 2022 to 2 February 2022

Method:

A letter was sent out to all tenants which contained Arun District's Councils consultation letter, a factsheet on LMA's, the outline plan from NTA and a feedback form for each tenant. Where there were joint tenancies two forms were included.

Tenants were given the option to post their response in the letter box at Nightingales, return to ADC in a pre-paid envelope or e-mail their response. The feedback form also gave the option to request more information if they required this prior to making their decision.

Tenants were also encouraged to contact Sasha Hawkins, Resident Engagement Officer if they had any questions.

- Number of tenants who were sent a feedback form: 36
- Number of responses: 30
- Response rate in %: 83%

- Number in favour of an LMA: 23 which equals 77%

- Number against an LMA: 7 which equals 23%

Conclusion

Over three quarters of tenants responded to the consultation, which is a high response rate. Of those responses 77% are in favour of the proposed Local Management Agreement with the Nightingales Tenants Association. Therefore, most tenants are in support of this. There are some comments where tenants have raised some concerns about how the services will be run, these will be discussed with the NTA should the LMA get approved by the Housing

and Wellbeing Committee so that both parties can work together to ensure that the services being received work for the residents at the block.

Tenants will be advised of the outcome of the consultation and that the next step will be to take a report to the Housing and Wellbeing Committee on 17 March 2022 where a decision will be taken on whether it will progress.



LOCAL MANAGEMENT AGREEMENT TO COVER GARDENING, CLEANING & RUNNING REPAIRS AT NIGHTINGALES, HORSHAM RD, FINDON

Summary:

The Nightingales Tenant's Association (NTA) was set up by tenants in September 2020 when we explored how we could achieve more control over the services we receive and influence over council policies which directly impacted upon them. Resident members were disheartened by what we saw as the ongoing deterioration of services such as block cleaning, grounds maintenance and repairs. We had also received notification from the Council that in future tenants could no longer keep pets in their homes if they didn't have access to private gardens. Many neighbours have found this extremely upsetting as many residents have pets, live on their own and draw much physical and mental benefit from the presence of pets.

Nightingales Tenants Association represents over two thirds of tenants and our objectives are to provide high quality services, as detailed below, that respond to tenant's needs, to ensure key council policies are tailored to meet the needs of scheme residents and to strengthen the community by encouraging and supporting involvement in various onsite initiatives. It is our intention to provide additional benefits to residents to improve everybody's enjoyment of living at Nightingales.

Location

Nightingales is a sheltered scheme which comprises of one block of 31 dwellings, a communal lounge and surrounding grassed and hard standing areas. Currently there are 36 tenants, three are currently absent for health reasons. It is located in a semi rural position in Findon, although it is identified as a sheltered scheme for persons over 60 years of age, there is not an onsite warden service. Careline (a pull cord alarm system in each dwelling) is available to tenant. All residents are tenants of Arun District Council.

Scope

We propose that the following services will be provided by the NTA:

1. Grass cutting, lawn care, hedge trimming and general ground maintenance. Weeding and clearing flower beds and other planted areas. Trimming shrubs. Sweeping and clearing paths and car parking bays.
2. Interior & exterior block cleaning including all communal areas, laundry room etc. Window cleaning inside and out in communal areas
3. Routine repairs and maintenance to interior and exterior of occupied dwellings
Routine repairs and maintenance to the interior and exterior of common parts of flats
Routine electrical repairs to occupied dwellings
Routine electrical repairs to communal areas

Your Tenants Association propose, wherever possible, to engage local trades, businesses or suitably qualified individuals to carry out these services.

- A. Cleaning: We have already reached out to local cleaners and cleaning companies in the village for quotes for a minimum of six hours cleaning per week after an initial deep clean

B. Repairs: We propose to engage a local handyman service skilled in plumbing and electrics to attend for a couple of hours per week to handle the day to day repairs. Overnight and larger repairs will be handled by a local Property Maintenance company. C. Garden Maintenance: Regular grass cutting will be undertaken by a local grass cutting firm supplemented by Gary Scott. We propose encouraging tenants to look after the flower beds by funding a tenants' garden club. Annual hedge maintenance will be undertaken by a local contractor.

Control & Monitoring:

These tradesmen will be monitored on a very regular basis by the Tenants Association and we will encourage neighbours to give their feedback on all the services we receive. We will provide customer satisfaction forms for residents to return after any repairs to their flat, and these will also be available for the communal work also. The satisfaction forms together with the worksheet will be uploaded to Arun District Council monthly. ADC will retain oversight and compliance.

We must stress that this Local Management Agreement in no way impacts on your status as a tenant of Arun District Council, nor will the NTA be party to any residents' personal information. You will contact the NTA in matters relating to Cleaning, Gardening and Routine Repairs only. You will still contact K & T for heating, and our housing officer for all other matters.

Reasons:

Your Tenants Association have decided on this Local Management Agreement (LMA) in order to improve the standards of cleaning and gardening and to provide a speedier repair service than Arun can offer at this time. We believe that the efficiencies in the service we will control can enable us to help neighbours make savings and at the same time improve our homes and make Nightingales somewhere we can all be proud of.

Benefits:

- We propose to include exterior window cleaning to ALL flats within the cleaning budget.
- We also intend to switch all flats bathroom lights to LED as and when they need changing.
- We will also aim to have the communal carpets cleaned at least once a year.
- In the longer term we propose to add WiFi throughout the building and,
- if possible, install solar panels to reduce our service charge costs.

These proposed changes will not involve residents in any additional cost, indeed as outlined above, our intention is to save our neighbours money while making improvements in all areas. The cost of these services is covered by the financial allowances paid to the Tenants Association by Arun District Council based on their figures for average costs over the preceding five years. We have examined the figures and compared this with costs from local trades, and we are confident we can provide a better service within the budget provided.

There are two other non-financial elements to the LMA, which form part of the agreement.

a) First floor tenants who, for medical reasons, need to move to a ground floor flat will be given first refusal on a flat here, when one becomes available, if they are on the transfer list.

b) Tenants will be able to seek permission from Arun to keep a pet, and such permission will not be unreasonably withheld, and certainly not withheld because of a lack of private garden.

As you will see from the consultation letter from Arun District Council they support this proposal and they will retain oversight and ensure compliance in everything we do. They are also assisting us in the various elements of training that your NTA committee have to undertake. We are very grateful to them for their support.

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Taking charge

Local Management Agreement toolkit



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Housing associations

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Taking charge

Local Management Agreement toolkit



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Local Management Agreements enable council and housing association residents to take charge of local housing services.

This toolkit gives you everything you need to agree and set up a Local Management Agreement for your area.

It's also a guide for Council staff to help you, and a model for housing associations to use.

In the toolkit, **'the Council'** refers to any local housing authority or registered housing provider that adopts the Taking Charge approach.

If you are a housing association resident, this toolkit also applies to you, but the arrangements are slightly different. These differences are highlighted in the toolkit in this green text.

'You' refers to residents setting up and running a Local Management Agreement.

The Taking Charge Toolkit was produced by CityWest Homes as an Innovation Into Action project supported by the Department for Communities and Local Government and the Chartered Institute of Housing.

What's involved

Local Management Agreements - a fresh approach

LOCAL MANAGEMENT AGREEMENTS tackle a familiar challenge – how to make areas safe, pleasant places to live, with local services that really work and match people's needs. They're a direct way for people to take charge of parts of the local housing service, which complements the more formal options available under The Right to Manage. See '**Is it right for you?**'

A Local Management Agreement is:

- **An agreement between the Council and residents of an area to manage local housing services on its behalf**
- **A direct way for residents to have real control over local services**

- **A flexible model that can be adapted for different services, in different settings**
- **A fair, legal and effective way of running services, in line with wider Government policies encouraging Localism and The Big Society.**

Example: you and your neighbours want to take over the gardening, caretaking and cleaning services for your estate. Under a Local Management Agreement, the Council may pay you to either do the work yourselves, or employ someone else to do it.

Local Management Agreements can be a stepping-stone to other types of resident control (for example, a Tenant Management Organisation or housing stock transfer).

Local Management Agreements are one of the options for greater residents' choice and control promoted through the Government's 'Residents Choice' guidance. See www.communities.gov.uk

How Local Management Agreements work

Local Management Agreements give residents control and flexibility over:

- **What services are provided to an area**
- **Who provides them and how**
- **How services are paid for, and what happens to any surpluses or losses.**

Residents can choose to provide a service themselves as a group, choose one or more suitable people from the area to do it, or engage a contractor or supplier. Whatever you choose, the key is to be really clear about what you're doing, why and how. This way, it's easy to see if the Agreement works or not, and to put proper checks and controls in place to deal with any problems. These details are all set out in the Local Management Agreement between residents and the Council.

Which services?

Local Management Agreements are designed for relatively small scale housing services, for example:

- **Cleaning of communal areas and window cleaning**
- **Caretaking**

- **Communal gardening and grounds maintenance**
- **Minor repairs.**

But they can also be used for other services like:

- **Recycling**
- **Security.**

Thinking it through

When the Council negotiates an agreement, it should look carefully to see how this might affect other Council services and activities. The Council should check and agree things with all the relevant departments and other agencies.

It's up to you

Local Management Agreements are entirely voluntary. There is no requirement for a council to set up an agreement, and residents should make sure it's the right option for their area. See '**Is it right for you?**'

Registered housing providers are though expected to develop 'local offers' in response to residents' demands. So having a local management agreement could form part of a social landlord's local offers.



Who can do it

Anyone

LOCAL MANAGEMENT AGREEMENTS are all about flexibility. Anyone who lives in a home or area owned by the Council can take part - whether they are a tenant, leaseholder or freeholder.

Where an area has an organised tenants' association, or other residents' group, this may be the best starting point to negotiate and set up a Local Management Agreement. But the Council should also work with residents more informally and with other bodies (for example, wider community groups, parents' groups, sports and other clubs or societies).

If there is an established residents' group, but the interest in a Local Management Agreement comes from another group of people, the Council should help to communicate, consult and broker the agreement, to make

sure everyone is aware of and understands what it involves.

Whoever is involved, the Local Management Agreement is there to guide how things run on the ground.

Getting the go-ahead

To set up and run a Local Management Agreement, you need to get agreement and go-ahead from:

- Local residents in the area
- The Council.

Councils also need to get approval from the Social Housing Regulator.

No approval is needed for housing associations as they are private sector bodies.

Different types of agreements

The simplest kind of Local Management Agreement is two-way - between residents and the Council. This can be used to set standards, monitor and agree payment for most straightforward services.

In some cases though (for example, where there is an Arm's Length Management Organisation, or where residents want to work in partnership with a particular supplier, or there is joint control or ownership of a local facility) you may need a three (or more) party agreement or set of agreements. These are more complex, and can raise VAT and other legal issues. But they are still possible.



Being up to the job

Taking over services can be difficult - even the simplest tasks are surprisingly complicated and hard to get right. So, before you take charge of any services under a Local Management Agreement, you will have to demonstrate (both to yourselves and the Council) that you've got what it takes. This means having the right mix of attitudes, knowledge, skills and other resources to run services successfully - both as individuals, and as a group.

The core skills and qualities you need to demonstrate are:

- **Commitment to residents and the local community**
- **Willingness and ability to work openly and cooperatively with**

residents, the Council and other organisations

- **Willingness and ability to work as a team, establishing and maintaining good working relationships**
- **Ability to understand, manage and control budgets and finances**
- **Ability to specify, negotiate and manage contracts and agreements**
- **Ability to plan, organise and review projects and activities**
- **Ability to assess and manage health and safety risks**
- **Ability to identify your training needs, and undertake and evaluate learning**
- **Ability to conduct effective meetings,**

and communicate clearly, in writing and orally.

The member of staff who the Council appoints to work with you can help you decide when you meet these competencies, and are ready to take over services. The standard you need to meet will obviously depend on the scope and demands of the service you're taking on. The Council should help you to arrange any training and support you need to meet the competencies.

Being organised

Whoever suggests and does the early work to establish a Local Management Agreement, most situations will require residents to form a simple unincorporated association or community interest company to run local services. See '**Who's in charge**'

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Why do it

Making things better

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THERE'S REALLY ONLY one reason to use a Local Management Agreement - to improve things. If the Agreement doesn't improve the range or quality of local services, or give people more control over them, what's the point in having it?

Example: you and your neighbours may think you can provide the cleaning service more cheaply than the Council, or provide a better service for the same price. Or you may want to remove or scale down a service and use the savings to do something else.

Local Management Agreements can have other benefits too:

- **Keeping it local - enabling residents to bring their own, on-the-spot awareness to how a job is done, or**

use a particular small-scale provider to do it.

- **Value for money - helping residents to see exactly what they're getting in return for their rents and service charges. Local Management Agreements can help the Council to target its resources better.**
- **New possibilities - negotiating and running a Local Management Agreement brings people together, and might persuade them to co-operate on other things that benefit the community (for example, social events or local trading and exchange schemes). A successful Local Management Agreement might also act as the springboard for moving to higher levels of resident control in the future (for example, a**

Tenant Management Organisation).

Changing services

Local Management Agreements allow residents to rethink what goes on in an estate or area. If you decide you want different or extra services to those that the Council has provided in the past, then you can make this happen, subject to:

- **Formally consulting with all residents**
- **Setting up a suitable unincorporated association or community interest company to run things**
- **Agreeing with the Council how to raise and use the money needed to pay for the changes.**

Incentives and rewards

To encourage local people to take control of the services they use, Local Management Agreements may include incentives and rewards, negotiated to suit each situation.

For example:

'Dowries' or set-up costs paid up-front, to offset the early effort and investment needed for a Local Management Agreement.

- Performance bonuses to reward groups and communities that achieve sustained success and improvement.
- Payment in advance to meet local needs (for example, the planting season for gardening agreements).

- Annual awards (for example, *Best Innovation, Best Contractor* and *Most Improved Service*).
- Open, flexible negotiation on incentives and how surpluses are used.

But incentives aren't all one-way. For the Council, Local Management Agreements can:

- Create long term administrative and service savings, which can either be used for other services or passed on as reduced charges.
- Encourage residents to get involved in, or take over, other parts of the housing service.
- Attract charitable funds to the area (for example, lottery or trust funds for environmental projects), which can lever in further money and resources.

Contractors can benefit too through:

- Avoiding time-consuming and costly formal tendering procedures.
- Working with highly informed clients, who are clear about their requirements and standards. This helps to drive up and maintain quality.
- The chance to develop new services and approaches (for example, using 'greener' materials and working practices).
- Positive local and national publicity.
- Training to increase local skills and employment.

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Is it right for you?

Guidelines for Local Management Agreements

LOCAL MANAGEMENT AGREEMENTS are designed to help residents take over housing services, like:

- **Caretaking, cleaning and window cleaning**
- **Communal gardening and grounds maintenance**
- **Minor repairs.**

Local Management Agreements normally cover just one or two of these services. The Council may consider setting up agreements for other services, but these can become more complex.

Local Management Agreements can only be used for services where the total contract value is less than the European Union competition regulations threshold (around £160,000). This may change from time

to time. See www.bis.gov.uk for details of the latest threshold.

Local Management Agreements are particularly suited to:

- **Services used by all local residents, or a significant majority of them**
- **Situations where residents believe they can provide the same or a better standard of service at a lower cost**
- **Cases where there are particular issues or circumstances that affect the local service, compared to other estates or areas.**

A Local Management Agreement may not be the right thing for you. There may not be enough support for the idea, or it may not be economic or practical for you to take charge. You should only take control of services if:

- ✓ **A majority of people in the area understand and support the change (or at least don't actively oppose it)**
- ✓ **You can deliver the service to at least the same standard as the Council does now, and keep on doing this**
- ✓ **There is a clear benefit to taking responsibility - hopefully to residents, the community and the Council**
- ✓ **The proposed service falls within the recommended scope and cost limits.**

The Council has a legal duty to consult residents about this sort of change under Section 105 of The Housing Act 1985.

Assured Tenants and leaseholders of housing associations have a contractual right to be consulted under the terms of their tenancy or lease agreement.

The Council will help you to test these points, and suggest alternatives if a Local Management Agreement is not the best option.

Questions for everyone

Residents, the Council and anyone else involved in a Local Management Agreement should all think about and be sure that it is the best way to deliver local services. The key questions to ask and answer are:

FOR RESIDENTS

- Why do we want a Local Management Agreement?
- How will it benefit residents?
- How much support is there for the idea?
- How can we test support, both now and in the future?
- What are the risks?
- What are the alternatives?
- Are we willing to work together and form a new body to run the Agreement?

FOR THE COUNCIL

- Can we legally devolve responsibility for the service?
- What savings will the Agreement create?
- How much will it cost to develop and run the Agreement - have we got the resources to support this properly?
- How can we monitor standards under the Agreement?
- What are the knock-on effects for other Council services and other agencies?
- How will the Agreement be affected by any changes in the Council (for example, housing stock transfer)?
- What are the risks?
- What are the alternatives?

FOR OTHERS

- Why should we be involved in the Local Management Agreement?
- What are the benefits?
- What are the risks?
- What are the alternatives?
- Who else do we need to ask or involve?

Alternatives

Depending on local circumstances, a different approach may be better. For example:

- Keep things as they are (for example, the Council continues to provide the service, but with clearer, written standards and monitoring, so that residents know exactly what to expect and what they're paying for)
- Tenant Management Organisation (for example, where there is a well-organised residents' group and widespread demand from local people to take over a fuller range of services. This is a more formal approach to resident control, using the statutory Right to Manage for council tenants).
- Stock transfer (for example, where residents want to break the link completely with the Council, or be owned and managed by another organisation - perhaps a more specialist provider).
- Consult with residents about what they want, and seek to provide this as a local offer.

Housing association tenants do not have a statutory right to manage, but associations may still allow tenants to take control.

is it right
for you?

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Making it happen

- ten steps to success

TO SET UP a Local Management Agreement for your area, you need to:

- 1 Identify a reason for doing it and the likely benefits it will bring.**
- 2 Contact the Council, who can appoint a member of staff to advise and help you.**
- 3 Draw up an outline plan and send it to the Council. The Council should look at your ideas and give you comments and any information you need.**
- 4 Work with the Council to test support for the idea in your area, and assess the skills and resources you have to do the job. The Council can advertise to see if anyone else is interested in taking over the service.**
- 5 If your neighbours support the idea, work with the Council to draw up and agree a more detailed plan for the service you want to provide.**
- 6 Get prices and details from contractors or suppliers if you want to use them, or work out how you and other residents will provide the service. Organise any training or other help you need to be ready and able to take over the service.**
- 7 At the time of writing, 'Section 27' approval is required, but you are advised to check the position when you are thinking of entering into an agreement.**
- 8 Draw up, agree and sign the Local Management Agreement with the Council, and create a formal body (for example, an unincorporated association or community interest company) to run the service.**
- 9 Take control, and monitor and report on the service as agreed in the Local Management Agreement.**
- 10 Review the success of the service each year, and change/renew the Local Management Agreement as necessary.**

See '**What you need**' for guidance, examples and lots of other useful stuff to help you through these ten steps.

Finance

IT'S VITAL TO understand and keep control of the financial side of things - this may be your main reason for having a Local Management Agreement in the first place!

The Council will be able to tell you how much it currently spends on the service, and what it can pay you to take charge. The Council should help you draw up and monitor a budget. See '**Money**' and '**Budget and Accounts**'

The Local Management Agreement should set out what happens to any surpluses (profits) or deficits (losses) that you make after taking control.

Example: you and your neighbours form an unincorporated association to take over the communal gardening service for your estate under a Local Management Agreement. By using a good local contractor, you save £1500 in the first year. As a group, you agree to:

- **put £500 in the association's current bank account**
- **invest £250 in a new, high interest bank account for the association**
- **spend £750 on new paving and flower beds to improve a neglected part of the estate.**

Or if things don't go so well:

Example: running the same gardening contract, you overspend by £600 because of exceptional weather. As a group, you decide to keep the charge to residents for the coming year the same, but recover the loss by not spending any money on new shrubs and turf as you had planned.

finance

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Other important stuff

Insurance

You may need to take out insurance (for example, public liability, employer's liability and contents). The Council should tell you what you need, whether its policies cover it, and/or how to arrange cover. See '[Insurance](#)'

Data Protection

You may need to collect and hold personal information about residents as part of your work under a Local Management Agreement (for example, people's names, addresses, and household details).

If so, you need to check if this creates any responsibilities for you under the Data Protection Act 1998. The Council should offer advice on this and help to arrange any necessary registration, training or support.

Equalities

When you take control of local services, you must do this fairly, so that no one is disadvantaged and people's differences are properly catered for. See '[Equalities](#)'

Example: you negotiate an agreement to run a local tenants' resource centre. To encourage everyone to use it, you apply for a grant to improve access and toilet facilities for people with limited mobility, and put up signs in local community languages.

Health and safety

Whether you provide services directly yourself or pay a contractor to do it, you will have to assess and manage the health and safety risks involved. The Council should advise you on how to do this and about the relevant legal standards and requirements. See '[Health and safety](#)'

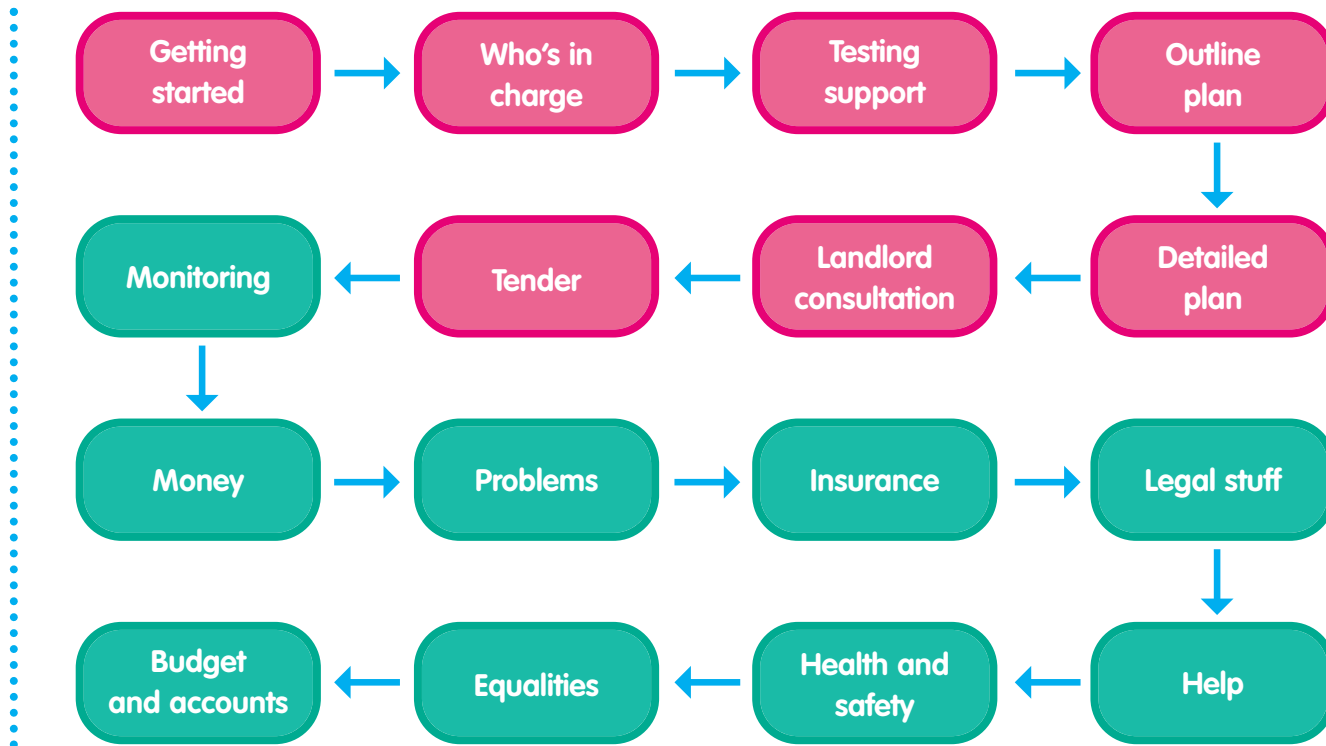
Example: you take over the communal cleaning service for your estate. You have to carry out risk assessments on the cleaning materials you use, and get training on how to use them safely.

What you need

These resources guide you through the steps to plan, agree and run your Local Management Agreement.

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setting up the agreement

running the agreement



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What you need

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Getting started

Core statement

For residents thinking about a Local Management Agreement, the first step is to be clear about what you want to achieve and why. Fill in the boxes on the right hand side of this grid to come up with a 'core statement' that you can use in your initial approach to the Council and to test support with other residents.

Who is suggesting the Local Management Agreement?	
What area will it cover?	
What service(s) will it cover?	
Why do you want a Local Management Agreement?	
How will the Local Management Agreement benefit residents and the area?	

Involving others

Think about who else needs to be involved in, or know about the proposed Local Management Agreement. Local residents and the Council are obvious, but don't forget:

- **The local residents' group (if there is one, and especially if it's not this group suggesting the Local Management Agreement)**
- **The local tenants' and residents' federation (if there is one)**
- **Neighbouring estates, landowners and occupiers**
- **Local shops and other service providers in the area**
- **Potential contractors, providers and suppliers**
- **Local Police and Community Support Officers**
- **Other local community groups (for example, parents' and older people's groups).**

It pays to contact people early and explain your ideas fully - they may be able to help or suggest improvements.



Local Management Agreements are all about taking control and responsibility for local services - and this means understanding and accepting the risks and liabilities involved too.

To protect individuals and groups, most Local Management Agreements will require residents to form at least a simple unincorporated association or community interest company to provide the services. For very small, low value or one-off agreements, an existing residents' group's constitution and rules may provide adequate protection - but only if the group's objects and powers clearly cover the tasks involved.

There are other ways to establish a responsible body for services under a Local Management Agreement (for example, a limited company or partnership). These may involve more administration than an unincorporated association or community interest company, but can also offer more protection against legal liability. Becoming directors of a limited company will involve some residents having to register with Companies House and complete annual company returns. However, their legal liability is then limited to their share in the company, which can be as little as one pound. See www.companieshouse.gov.uk

Residents should weigh up the pros and cons of the different forms of body suitable for running a Local Management Agreement very carefully, and take advice from both the Council and a lawyer or accountant if necessary.

A Council can't just hand over its responsibilities to anyone. At the time of writing, 'Section 27' approval is required from the Social Housing Regulator. You are advised to check the position when you are thinking of entering into an agreement. This is another reason why it's usually necessary to form a special body to take charge of the Agreement. See **'Legal Stuff'**

Unincorporated, non-charitable associations

These are rather long and complicated words to describe something very simple - local residents joining together to form a body to run a Local Management Agreement. An unincorporated association should be based on a short, written agreement, which gives local residents the authority to run services in the area, under the direction of a number of volunteer trustees (ideally, a manageable number such as two to five).

Everyone living in an area covered by a Local Management Agreement is entitled to be a member of this association. Residents should be invited to confirm their membership by completing a simple application form, in which they acknowledge and agree to observe the association's rules. The Secretary of the unincorporated association is responsible for maintaining these membership records. Residents who choose not to confirm their membership can still receive all the benefits of the Local Management Agreement, but are not able to vote at the association's meetings.

Where an established residents' group proposes the Local Management Agreement, and is willing to operate it, the group's existing Committee Officers could become the trustees. Where there isn't an existing local group, or if you want to open up this role to others, you can organise some nominations or elections to choose the trustees. See **'Model Rules'**

Depending on the circumstances, residents can become trustees simply by volunteering (self-nomination), or (if there are more people willing to fulfill the role than places available), a ballot of the association's members. The association should choose the most appropriate method of appointing trustees in consultation with the Council.

All ordinary members of the association should be invited to vote in any ballot to appoint trustees, with the winner(s) being decided on a simple majority of votes cast. In the event of a tied vote, a further ballot must be held until a decision is reached.

The key attraction of this form of body is that it is simple to set up, doesn't require any external reporting or registration (like a limited company does), and is accountable solely to its members. But it's vital to have some form of written agreement to govern who does what, and protect people's interests. See '[Model Agreement](#)'

Community interest companies

Community interest companies (CICs) are limited companies created for the use of people who want to run a business or other activity for community benefit. To create a CIC, you will need to pass a 'community interest test' and have an 'asset lock' to ensure that the assets and profits are kept for community purposes. CICs are registered with the Regulator of CICs (see www.cicregulator.gov.uk).

Liabilities and risks

Nothing in life is without risk - and Local Management Agreements are no exception. Things can, and will, occasionally go wrong - sometimes for reasons completely beyond anyone's control (for example, severe weather ruining plants and gardens). Although it's rare and unfortunate, people can also behave dishonestly or negligently, and this too can expose those running agreements to legal liability.

Residents who take on a local management agreement have a choice about how they handle these risks and liabilities. They can:

- **Take out insurance against key risks (for example, choosing an unreliable contractor, who does a very bad job, which requires compensation and refunds to local residents) See '[Insurance](#)'**

Or

- **Seek an indemnity or guarantee from the Council to remove or limit their individual, personal liability.**

In the last case, the Council would have to decide whether it is legal and reasonable to offer this indemnity.

For some agreements, it may be possible to use a mix of these options to reach a balanced approach to the risks involved.

Keeping it simple

Local Management Agreements should be easy to understand and use - so the rules for unincorporated associations and community interest companies have to be this way too.

The document should set out:

- **The association's/company's objects (what it exists to do, and what powers it has)**
- **The association's/company's membership and trustees**
- **How trustees/directors are nominated, appointed and replaced**
- **Arrangements for running the association/company**
- **Links with the Local Management Agreement**
- **Arrangements for changing and winding up the association/company**

See '[Model Rules](#)'

who's in
charge

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Testing support

A Local Management Agreement will only work if most of the people who live in an area actively support it. So, before you get into the detailed planning to set up an agreement, you need to test local support for the idea.

You can do this either before the Council's formal consultation (to decide whether it's worth pursuing the idea of a Local Management Agreement) or at the same time. See '[Landlord consultation](#)'

How to do it

There are lots of different ways of gathering views and feedback from local residents. The key is to offer a variety of methods to suit people's circumstances, and use the mix of methods that is most likely to get a response. Possible methods include:

Meetings An old technique, but still a good way to get people together and air their views. You may need to offer people an incentive to come to a meeting (at least some refreshments!), or ask someone independent to set up and run it.

Letters Another traditional method, but a good way of making sure everyone gets the same message at the same time. Include a feedback sheet for people to respond, and a pre-paid envelope if you can (or offer to collect their forms). You can adapt the letter the Council uses. See '[Consultation letter](#)'

Make sure you take local languages into account when you communicate with neighbours in writing.

Surveys and questionnaires Useful for getting to people who can't or won't come to meetings. You can do surveys by post, over the phone, by email/Internet or door-to-door.

Suggestion boxes/walls Instead of asking prepared questions, you can give people freedom to make suggestions and express their own ideas. A simple box with slips of paper or a blank wall and postcards/Post-its can generate lots of useful ideas - particularly if it's combined with a meeting or focus group. This also allows people to give their views more anonymously.

Using technology Depending on what resources you've got, you may be able to use telephone conferencing, mobile phone text messaging or social networks to get people's views.

Who else to ask

Don't just think about residents - there may be other people you should tell and ask about the proposed Local Management Agreement. See '[Getting started](#)'

What to ask

Whatever methods you use, you're basically after the same kind of information. See '[Model Questions](#)'

The answers to these questions will help you work out how you want to provide the service and run the Local Management Agreement. See '[Getting started](#)', '[Why do it](#)', '[Outline plan](#)' and '[Detailed plan](#)'

Outline plan

In the early stages of setting up a Local Management Agreement, you need a simple, outline plan to tell everyone broadly what is proposed. A typical outline plan might have the following headings:

Title (for example: 'Local Management Agreement proposal for the communal gardening service at Anywhere Estate, Anytown')

Summary One or two sentences to say what the proposal is and who is making it (for example, the Anywhere Estate Residents' Association). Base this on the core statement from '**Getting started**'

Location Description (and perhaps a sketch plan) of where the Local Management Agreement will apply, and the numbers of homes affected.

Scope What the service will cover in broad terms, for example:

- **Grass cutting and lawn care**
- **Weeding and clearing flower beds and other planted areas**
- **Trimming shrubs**
- **Sweeping and clearing paths and car parking bays.**

Control Who will do the work (for example, Anytown Gardens Ltd) and who will monitor and supervise the work (for example, the Anywhere Estate Residents' Association or a new, unincorporated association or community interest company set up especially for this purpose). See '**Monitoring**' and '**Who's in charge**'

Reasons Why the Local Management Agreement is being proposed (for example, to reduce the service charge for residents and improve standards of garden maintenance). See '**Getting started**' and '**Why do it**'

Benefits How the Local Management Agreement will benefit local residents and the area. See '**Why do it**'

Cost An estimate of how much the service will cost to provide, broken down into main headings if possible (for example, labour, equipment and materials and VAT if appropriate). Under a Local Management Agreement, costs are met by the Council's payments to residents or the unincorporated association or community interest company set up to manage the service. See '**Money**'

Monitoring How standards will be monitored and reported (for example, by a quarterly written cost and performance report to the Anytown Residents' Association and the Council). See '**Monitoring**'

Support What special help or advice you'll need to set up and run the Local Management Agreement (for example, health and safety training for the residents' association and contractor, or new scale plans of the estate to clarify exactly which areas are covered and help the contractor work out their price). See '**Help**'

outline
plan

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Detailed plan

This is where you pin down the details of exactly who is going to do what and how. The detailed plan is a specification of the service(s) to be provided under the Local Management Agreement. It's also the main point of reference for monitoring and resolving any disputes or problems.

The detailed plan expands the 'Scope', 'Control' and 'Monitoring' sections of your earlier outline plan (see '[Outline plan](#)'). It is an important appendix to the Local Management Agreement. See '[Model agreement](#)'

Involving people

Don't just use a plan from another estate/agreement, or make it up off the top of your head. Involve the residents who pay for the service and whoever will be doing the work (residents or contractors) in drawing up the detailed plan. This way, you stand a better chance of everybody getting what they want.

You can involve people via a simple questionnaire, a meeting, suggestion box or a telephone or email survey, or at a social event (for example, a summer fête or estate tidy-up).

Be clear and precise

To avoid any confusion and arguments later on, express the standards you want as clearly and specifically as you can, now. For example, instead of:

"Clean the staircases twice a week"

Put:

"Keep the communal staircases in X, Y and Z Houses in a clean, safe condition by visiting on Tuesday and Thursday mornings each week to:

- **Mop the vinyl floor with a suitable detergent on the first visit each week**
- **Sweep the vinyl floor on the second visit each week**
- **Wipe the painted walls with a cloth and suitable detergent every two weeks**
- **Dust and polish the stair banister rail and spindles every four weeks**
- **Clear cobwebs and dirt from light fittings and the ceiling every eight weeks**
- **Obtain a signature from a resident in one of the Houses on the second visit each week to confirm the work has been done satisfactorily.**

This requires the person or contractor doing the work to:

- **Do the work at regular times**
- **Plan ahead to do particular tasks at set intervals**
- **Use the right equipment and materials**

Landlord consultation

- **Involve residents in checking and signing off the completed work.**

Measuring, monitoring and tendering

A good detailed plan provides the basis for the regular reporting and monitoring you need to make sure the Local Management Agreement is working properly. The standards and specifications you set here should suggest what targets and measures you will use to judge success. See '[Monitoring](#)'

You can also use the detailed plan to get competitive quotes from different contractors and suppliers. Because it's clear and precise, you can be sure that different providers have priced on the same basis. You can then compare estimates and quotes to assess value for money. See '[Tender](#)'

This is a crucial stage in setting up a Local Management Agreement, and only the Council can do it. This is a legal requirement under Section 105 of the Housing Act 1985. The Council must consult residents on any changes to the housing management service that will materially affect them. The Social Housing Regulator's Tenant Involvement and Empowerment Standard also requires consultation on significant changes to management arrangements.

What the Council must say

See the model '[Consultation letter](#)', which shows how the Council might consult residents about a proposed Local Management Agreement. The key points are to:

- **Make it clear what is proposed**
- **Explain how this will affect residents**
- **Attach any necessary supporting information**
- **Set a reasonable deadline for replies**
- **Offer a variety of ways for people to respond.**

The Council should take any language or other needs into account when consulting residents (for example, offering translation into local community languages, or using large type for partially sighted people).

Although it may not be legally obliged to consult other people affected by the change (for example, local service providers and other community groups), the Council should ask them for their views in a similar way.

landlord
consultation

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Landlord consultation continued

Acting on consultation

The law says that the Council must consult residents and take their views into account when making decisions and changes - but it doesn't have to do what residents say. The Council must act reasonably though, and be able to show good reasons for its decisions and actions.

Leaseholders and freeholders

Special rules apply to residents who are leaseholders of their homes (for example, people who've bought leases of flats under the Right to Buy).

The law requires the Council to consult leaseholders if it plans to:

- **Enter into an agreement for a period of more than 12 months, which will mean leaseholders would have to pay more than £250 per year each for works or services.**

Although not all Local Management Agreements will fall within these limits, it is good practice for the Council to follow the consultation procedures set out in law:

Stage 1

- **Give leaseholders formal written notice of the intended agreement (with as much detail about the planned works, contractors etc as possible)**
- **Ask for leaseholders' comments.**

Stage 2

- **Get at least two estimates for the service**
- **Send leaseholders details of the estimates and how the cost breaks down for each property and by period (for example £x per day/week/month)**
- **Leaseholders then have 30 days to make any comments about the proposed contract.**

Stage 3

- **The Council (or residents' group) awards the contract to whoever will provide the service**
- **The Council must write to leaseholders confirming who was awarded the contract and why.**

Money

Where it comes from

Most of the services likely to run under Local Management Agreements are funded by the service and management charges paid by residents. Some (for example, repairs and some security measures) are paid for from tenants' rents.

To run a Local Management Agreement successfully, you need to understand where the money currently comes from, check whether this will still be available, and look at other alternative sources of funding.

Changes to rents and service charges are subject to the Government's rules, which currently limit annual increases to:

- **The rate of retail price inflation plus 0.5% plus £2 per week for rents**
- **The rate of retail price inflation plus 0.5% for service charges.**

The Department for Communities and Local Government provides guidance and support to help residents exercise greater control over their homes and local services. See www.communities.gov.uk

You might be able to get other grants to support your Local Management Agreement. See www.governmentfunding.org.uk for details and automatic updates on all Government grants.

There is no legal obligation to consult freeholders (for example, people who've bought houses under the Right to Buy), but the Council should follow a similar process to be fair and to comply with good practice.

Publicising the outcome

The Council should tell everyone it has consulted about the results of the consultation, and what it intends to do. It's good practice to summarise the key comments and any objections received.

Money continued

Where it goes

Most spending will be on the direct costs of providing services (labour, materials and so on). But don't forget the indirect costs (for example, monitoring, supervision, administration and phone calls). These need to be built into the annual budget too.

Spending on large pieces of equipment (for example, a lawn mower) can be treated as capital spending – this means the cost can be spread over the life of the item, say, five years.

Service charges can also include an allowance for future replacement of an item – this is called depreciation.

The Council should help and advise residents on managing these different types of spending.

The Council must take into account the costs of negotiating, setting up and operating Local Management Agreements when setting its budgets.

Surpluses and losses

Many councils operate variable service charges, which means that losses or surpluses in one year can be passed onto residents in the following year, as higher or lower charges.

Where there is a local management agreement, residents can choose to use any surpluses for the benefit of the area (for example, to pay for landscaping improvements). There are some legal restrictions on what you can use surpluses from rents and service charges for - the Council can advise you about these.

Keeping track

To keep on top of the finances for a Local Management Agreement, you need:

- **An annual budget (a forecast of how much you expect to collect and spend in the coming year, broken down into key categories).** See '**Budget and accounts**'
- **Management accounts (regular [monthly or quarterly] updates on actual income and spending, compared to the budget).** See '**Budget and accounts**'
- **Annual accounts (an annual financial statement showing the actual income and spending for the whole year - produced within three months of the end of each financial year).** See '**Budget and accounts**'

You will need to keep records and copies of invoices, and receipts to complete these accounts, and allow them to be checked and audited.

Budget and accounts

VAT (Value Added Tax)

Where residents provide services themselves under a Local Management Agreement, they do so on behalf of the Council. This means that no VAT is payable for the service.

VAT-registered contractors or suppliers providing services under a Local Management Agreement obviously have to charge VAT. So the allowances the Council pays to residents under the Local Management Agreement must include an amount for VAT. The residents' group will then pay VAT on behalf of the Council as its agent, so they must tell the Council how much they have paid out in VAT. The Council can then reclaim this from HM Customs and Excise in its regular VAT return.

Some contractors that you might use to provide services under a Local Management Agreement may be registered under the Inland Revenue's Construction Industry Tax Deduction Scheme (see www.hmrc.gov.uk).

Spending on supplies and materials will always attract VAT, unless it is on exempt or zero-rated items (for example, water supplies).

The Council and its VAT advisors should help you get this right for each Local Management Agreement.

It's simple

Although it's a serious responsibility, there's nothing too difficult about creating and managing a budget. The budget is just another way of looking at and expressing what you do under a Local Management Agreement.

The Council should give you help and advice to set up and manage the budget for your Local Management Agreement.

Some starting points

You may wish to identify costs and income for different parts of the service (for example, staff, materials and equipment).

You could look at linking several budgets together (for example, so you can monitor services separately if your Local Management Agreement covers a number of different tasks) to see the overall picture.

Think about a basic accounting system to keep track of actual income and spending and compare it to your budget.

**budget and
accounts**

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Budget and accounts continued

More help

As your agreement develops, or if it is more complex or high value, you may want to use a more advanced budgeting and accounts system. The Council should advise you on this, and arrange training to help you understand and manage your finances with confidence.

legal stuff

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Legal stuff

Local Management Agreements raise some important legal points, which residents and the Council must get right.

Consulting residents

Neither the Council nor residents' groups can just make changes whenever they like. Section 105 of the Housing Act 1985 says that councils must consult residents before making any changes to the housing management service that would substantially affect residents. The Social Housing Regulator's Tenant Involvement and Empowerment Standard also requires consultation on significant changes to management arrangements. So, this must be done before setting up a Local Management Agreement, or making any significant changes once it's operating. See '[Landlord consultation](#)' and '[Testing support](#)'

Even where landlords don't legally have to consult with residents, it's good practice to involve and empower local people in all key decisions - that's what Local Management Agreements are all about.

Liability

When residents take control of local services and contracts, they also become liable for the risks connected with those services. So to protect individuals and groups against these risks, most Local Management Agreements will require residents to form and operate a simple unincorporated association or community interest company to run the services.

Setting up these kinds of bodies raises further issues about insurance and succession (for example, when key residents

Legal stuff continued

involved in a Local Management Agreement move, die or are otherwise no longer able to be involved). See **'Who's in charge'**

Government approval

At the time of writing, Local Management Agreements count as a formal delegation of the Council's legal duties, so they are subject to approval by the Social Housing Regulator. To make it easier for landlords and tenants to put Local Management Agreements in place, the Social Housing Regulator is providing a general consent to agreements that conform wholly or mainly to the approved model agreement in this toolkit. This removes the need to seek individual consent in most cases. You should check the position when you are thinking of entering into an agreement.

Using the standard format for Local Management Agreements in the toolkit will help the Social Housing Regulator in deciding whether a particular agreement is suitable for approval. When submitting an application which may need the Regulator's approval, the Council should highlight if/how it has amended or adapted the model forms to suit the particular Local Management Agreement.

But don't worry; this is less daunting and complicated than it sounds. See **'Landlord consultation'**, **'Testing support'** and **'Who's in charge'**

Housing associations do not have to get 'Section 27' consent to set up Local Management Agreements.

Contracts

If you use an outside contractor to provide services under a Local Management Agreement, you should use a proper written contract

to protect both sides' interests. See **'Model contract'**.

You may also need separate contracts with other suppliers (for example, utility suppliers). As with all legal documents, make sure you understand what you're signing, and if in doubt, get legal advice.

Health and safety

There are lots of laws and regulations governing how people stay safe when providing services, and liability is usually strict and difficult to avoid. So, whoever is providing the service must know about, understand and be competent to meet all the relevant requirements. See **'Health and safety'**

Rent and service charge control

Most of the money to pay for services under Local Management Agreements comes from residents' rents and service charges. The levels of, and increases in, these are subject to special Government controls, so you can't just increase charges to pay for extra services and costs. See **'Money'**

Leasehold, property and tenancy law

Most areas will have a mixture of Council tenants and people who own their home (either outright or under a lease). There may also be a mixture of different public and private landlords, in the area.

This can make things complicated, because different rules apply to different types of tenancies and leases - particularly when it comes to consulting over changes and increases to service and management charges. See **'Landlord consultation'** and **'Testing support'**

legal stuff

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Legal stuff continued

You may need to seek guidance from the Council's Housing Department or get independent legal advice.

VAT

You may have to pay VAT (Value Added Tax) if a VAT-registered contractor or supplier provides the service under a Local Management Agreement. If so, you may also need to register with HM Revenues & Customs for VAT. The Council can help residents work out the best way of managing this, and take advice from its VAT consultants if necessary. The Local Management Agreement covers how VAT is handled. See '[Money](#)'

TUPE

TUPE - The Transfer of Undertaking (Protection of Employment) regulations - can apply to some services that are transferred from a public body to an outside contractor. If so, the contractor must take on the existing staff on their existing terms and conditions.

TUPE usually only applies to large, high-value contracts and services, but it could affect some Local Management Agreements. There is no fixed threshold for TUPE to apply - it depends on the nature and definition of the service being transferred. You may need to get legal advice to check if it applies or not.

Data Protection

The membership records held by an unincorporated association or community interest company count as an 'exempt purpose' under The Data Protection Act 1998. This means there is no requirement to register with the Data Protection Commissioner.

Membership records should though be handled in line with Data Protection Act principles, which state that personal information held must be:

- Processed fairly and lawfully
- Obtained for specified and lawful purposes and not used in a way that's incompatible with these purposes
- Adequate, relevant and not excessive for the purpose
- Accurate and up to date
- Not kept for longer than necessary
- Processed in accordance with people's rights under the Act (for example, people's right to inspect their own records)
- Held securely
- Not transferred outside the European Union without adequate protection.

The Council can give advice on how best to comply with these principles.

Data protection is particularly important if running a Local Management Agreement means that some residents have access to sensitive personal information about other people in the area. Sensitive personal data is defined as information about people's:

Insurance

Residents and contractors providing services under Local Management Agreements must insure against key risks:

Public liability Against personal loss, damage or injury arising from the service (for example, a resident slipping on stairs that are wet after cleaning).

Contents Against theft, damage and loss of equipment or materials (for example, a lawnmower being stolen from its store).

Employer's liability Against claims for injury, unfair dismissal or treatment and actions by employees (for example, a contractor's member of staff seriously injuring themselves and being unable to work).

Trustee's/director's indemnity Against damages and legal expenses arising from any wrongful act, error or omission when acting as a trustee to an association or company director responsible for a Local Management Agreement (for example, if trustees/directors are sued over performance of their duties). You can also insure against errors and omissions arising from service failures.

Fidelity Against fraud and theft of money connected with the service (for example, the person responsible for keeping financial records falsifying invoices or colluding with a contractor).

Indemnity

Residents or residents' groups who take over responsibility for services must also handle any claims connected with those services - hence the need for insurance.

- racial or ethnic origin
- political opinions
- religious or other similar beliefs
- trade union membership
- physical or mental health or condition
- sexual life

criminal offending history and legal proceedings.

Check it out!

Because every estate, area and Local Management Agreement is different, the materials and model documents in this toolkit may not exactly suit your particular needs and circumstances. So, you must get legal advice from the Council or an independent solicitor before taking on an Agreement. The toolkit covers the requirements of law in England only. Users in Wales, Scotland and Northern Ireland must check on the different rules and systems that apply there.

insurance

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Insurance continued

As part of the Local Management Agreement, the Council can be indemnified (protected) from any claims to do with the service, unless they are caused by the Council being negligent.

In return, the Council may offer full or partial indemnity to trustees responsible for Local Management Agreements, to protect them from unlimited legal liability. See '[Who's in charge](#)'

How to arrange cover

Depending on the details of the agreement, some risks may be covered by the Council's existing insurance policies. If not, the Council can help residents find and arrange other comprehensive, good value insurance.

To find suitable local insurers and brokers in your area, contact:

- **British Insurance Brokers Association on 0870 950 1790 or www.biba.org.uk**

Equalities

Local Management Agreements must comply with the law and reflect the Council's policies on equalities, to make sure that services are provided fairly. Agreements and services must not unfairly exclude, disadvantage or discriminate against anyone because of their nationality, race, colour, culture, religion, age, sex, gender, sexuality, disability, health, immigration status or for any other reason.

The law on equalities is developing and changing all the time, so see www.equalities.gov.uk to keep up to date.

Even where services are delegated to residents by a Local Management Agreement, the Council's obligations under the Equalities Act 2010 still apply. Everyone involved (residents, residents' groups, contractors and the Council) must cooperate to meet these legal standards and requirements.

For residents and other customers

Services provided under Local Management Agreements must be available to everyone who needs them. Contractors and other providers must take people's circumstances into account to make sure they receive a fair service (for example, giving reasonable priority to older or disabled people, or those with young children).

You must provide information about services (for example, costs and changes to providers) so that everyone can understand them. This means translating material into relevant community languages, and using other media (for example, large print or audio) if people need it.

Local Management Agreements are all about tailoring services to the local needs and features of an area. So, the way services are provided must reflect and respect the diversity of the area and its surroundings.

You must choose contractors in a fair and open way, using competitive quotes and tendering if appropriate. You must be able to justify your choice of contractor or provider on clear, objective grounds.

Residents must tell the Council or the organising residents' group if they have any personal connection with a contractor or other provider (for example, if they are related to or work for them).

For contractors and other providers

Contractors and other providers must demonstrate that they understand and are committed to equalities (for example, in their personal conduct and how they recruit staff). Contractors must agree to provide services in line with this policy, and cooperate with any equalities monitoring or checks that the Council or residents' group wishes to carry out.

Although services provided under Local Management Agreements do not require full, open competition under the European Union procurement regulations, the general principles of these regulations still apply. This means that contractors must not be disadvantaged on the grounds of nationality, and should be given a free opportunity to compete for and provide Local Management Agreement services.

For the Council

The Council should consider a Local Management Agreement for any group of residents or area. It may recommend that a Local Management Agreement is not suitable or the best option for a particular service or area, but should always give reasons, and seek to negotiate a fair solution with residents.

The Council has a legal duty to ensure fairness and open competition when delegating its housing duties. As part of the formal consultation with residents about a Local Management Agreement, the Council should therefore ask for suggestions on alternatives and give anyone else interested in taking over the service the chance to compete. The Council should publicise the proposed Local Management Agreement through local newspapers, its website and other normal media, inviting expressions of interest from any other person or firm who would like to run the service.

equalities

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Health and safety

Taking on responsibility for services under a Local Management Agreement also means taking on the legal obligations and good practice for staying safe. Some services come with quite a lot of law and regulations attached (for example, gardening and cleaning).

For residents providing services directly

You must be aware of, and be competent to meet all the necessary health and safety requirements. The main regulations come from:

- **Health and Safety at Work Act 1974**
- **Management of Health and Safety at Work Regulations 1999**
- **Control of Substances Hazardous to Health (COSHH) regulations 1996**
- **Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995**
- **Controlled Waste Regulations 1991**
- **Health and Safety (First Aid) Regulations 1981**

These laws and regulations alter from time to time, so you must also keep up to date with any changes (for example, via www.hse.gov.uk). For most Local Management Agreements, you will need to draw up a statement of your health and safety policy, to show how you meet these obligations.

Even if residents provide services as unpaid volunteers, they have the same status as employees for health and safety issues. You also owe an extra duty of care to any young people (aged 16-18) involved in providing services.

The Council should provide or help to arrange training on these requirements and good practice, before the Local Management Agreement starts. This should be pitched at the appropriate level for the service, but could include accredited training by a professional body (for example, the Chartered Institute of Environmental Health's 'Supervising Health and Safety' course).

Health and safety is one of the key competencies that you need to demonstrate before taking over services under a Local Management Agreement. See '[Who can do it](#)'

For contractors, providers and suppliers

All contractors and other providers and suppliers working under Local Management Agreements need to show that they are aware of, and meet, the relevant health and safety requirements and good practice. The Council may provide or help to arrange training on this before the Local Management Agreement starts.

When appointing contractors, you must make sure that firms are competent to meet their health and safety obligations.

The keys to health and safety

Two principles underpin most health and safety:

- **Assessing and managing risks**
- **Common sense.**

Whoever provides services must identify the hazards and assess the risks likely to arise from the activity - both how likely it is that something will go wrong, and what the impact will be if it does.

Having assessed the hazards and risks, you must then put sensible measures in place to avoid, minimise and manage them and review and update these regularly.

Example: residents doing caretaking work should use proper protective footwear, clothing and gloves, and know how to lift heavy objects and handle and dispose of glass or syringes safely.

No-one can guarantee common sense, but regular training and reminders and good systems can help. Assessing risks for health and safety supports your general planning and project management, to help you get things right.

More help

If you need any more advice about health and safety, contact the Council's safety team.

Many contractors employed by local councils are registered and

accredited under the Contractors Health and Safety Assessment Scheme (CHAS), which is supported by the Health & Safety Executive (see www.chas.gov.uk). Although this is not a requirement for residents and contractors providing services under a Local Management Agreement, it does provide a very useful framework for health and safety management, for small firms or groups of local people, right up to big companies.

The key requirements to meet the CHAS standard are commitments to:

- **Provide adequate control of the health, safety and welfare risks arising from activities which may affect employees or others**
- **Consult with employees on matters affecting health and safety**
- **Provide and maintain safe plant and equipment**
- **Ensure safe handling and use of substances**
- **Provide information, instruction and supervision for employees**
- **Ensure all employees are competent to do their tasks, and give them adequate training**
- **Prevent accidents and cases of work-related ill health**
- **Maintain safe and healthy working conditions**
- **Ensure there are sufficient funds to implement all this**

health and
safety

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Health and safety continued

- **Review and revise health and safety arrangements regularly and at least every 12 months.**

Firms registering for CHAS also have to submit relevant evidence and documents, for example:

- **Health and safety method statement and risk assessment**
- **Copies of training certificates for staff**
- **COSHH assessments**
- **Details of how any sub-contractors are assessed for competence in health and safety.**

The Health & Safety Executive offers lots of other useful advice and publications (see www.hse.gov.uk).

Your local Voluntary Services Council may also be able to help.

Tender

If you plan to use an outside contractor to do the work under a Local Management Agreement, you will need to invite tenders or get competitive quotes to see what they can do, at what price.

How to tender

There are two main sorts of tendering:

- **Open** - where you advertise (for example, in a local newspaper or on a website) for any interested contractors and suppliers
- **Closed** - where you contact specific, named contractors and suppliers that you think are suitable.

Getting it right

To get high standards and good value for money, you need to make sure that the contractor is capable, reliable and trustworthy. Choosing the wrong contractor can create huge problems, and undermine the whole agreement.

So, a typical tender should include:

Title For example: 'Invitation to tender for communal gardening services at Anywhere Estate, Anytown'

Summary One or two sentences to say what the service is, who is issuing the tender (for example, 'the Anytown Residents Association') and explain that the service will run under a Local Management Agreement. See '**Getting started**' and '**Why do it**'

Specification Insert the description and standards from the detailed plan. Ask the contractor to show how they would meet all these standards, and highlight any areas where they would do something differently, or to a higher or lower standard. See **'Detailed plan'**

Location Say where the service will be provided and, if necessary, include a sketch plan or scale drawing of the areas covered (for example, to show the communal areas for a gardening contract).

Period State how long the contract will run for, when it will start, and what the arrangements are for extending it beyond the original term.

Health and safety Attach your health and safety statement and ask the contractor to show how they comply with and support it. See **'Health and safety'**

Equalities Attach your equalities statement and ask the contractor to show how they comply with and support it. See **'Equalities'**

Cost State whether you want a fixed price (for example, for cleaning) or one that varies according to how much work is done (for example, repairs). Say how you want the total broken down (for example, by block or particular task). State whether the contractor should include VAT and any other expenses (for example, waste disposal, new equipment or travel costs). See **'Money'**

Insurance State what types of insurance the contractor will need, and ask them to supply details of their policies and cover.

Form of tender Say what form you want tenders in, and how many copies (for example, 'a written proposal covering all parts of this invitation to tender - one bound copy and one electronic copy by email').

Say how you want tenders to be returned (for example, 'by Recorded Delivery and clearly marked 'tender' to Name, Secretary, Anywhere Estate Residents' Association, 32 Alpha House, Anytown, AN3 4HY.'

Deadline Say when you need tenders by, and make it clear that you will not accept late tenders (for example, 'to arrive by noon on Monday 12 February 20xx').

Added value Invite the contractor to say how they might provide any extra service or help at no extra cost, and explain that this will form part of your decision making. There's no harm in asking! For example, a contractor might offer work experience placements to older children in the area, or contribute to a social event.

References Ask for details of two of the contractor's existing or previous customers who you can contact for firsthand feedback on their work.

tender

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Tender continued

Contacts Give the name, phone/email and address of the person who can answer any queries about the tender, and contact details for the Council. Explain that extra information given to any company will also be made available to other tenderers.

Making the decision

To decide between competing tenders, don't just choose the cheapest, or a firm that you know, or one that has been recommended to you. To help you be fair and objective:

- **Use a simple scoring system, where you award up to five points for each aspect of the tender (cost, health and safety, references etc) and then total the scores to choose a preferred contractor. You can use this technique to shortlist two or three contractors, and then meet/interview them to make the final decision.**

Monitoring

The big picture

Each Local Management Agreement should have some overall targets or objectives - to show whether it has made a difference or not. These should relate to the original reasons for setting up the Agreement, and link back to the satisfaction levels and views expressed by residents before it began. See '**Testing support**'

Examples might be:

- **To increase resident satisfaction with the communal cleaning service from 40% to 80% in the three-year period of the Agreement.**

Or;

- **To cut the costs of communal gardening by 30% over three years.**

The Council and residents need to work together to measure these outcomes - which in turn will help you decide whether to continue the Agreement for another period.

Day to day

Local Management Agreements should clearly set out who is responsible for supervising and controlling the services provided under the Agreement, and how they will respond to any enquiries and complaints.

Problems

No-one has ever run a service that is entirely problem-free. So, residents providing services under a Local Management Agreement must have procedures in place to handle complaints and other problems that crop up.

Complaints from residents

You should design and use a system to match local circumstances, but it must include:

- **A written record of all complaints (detailing who has complained, when, what about, and what the response was).**
- **Firm time limits for responding to complaints (for example, complaints will be acknowledged within 24 hours, investigated within two working days, and resolved or responded to within five working days).**
- **A customer-centred approach that takes all complaints seriously, and apologises quickly and sincerely for any problems. Saying sorry goes a long way!**
- **Clear arrangements for compensating people if they have lost out because of the way the service is provided (for example, someone's private garden being damaged by work to a communal area).**
- **Clear links to the Council's complaints policy and procedures (to make it clear when a complaint might have to be referred to the Council, tenants panel or Ombudsman service).**

Regular checks

Local Management Agreements must also provide a regular method of reporting on the standards being achieved, and how they compare to the targets set out in the detailed plan.

This could be via a quarterly financial and written performance report to the Council and trustees/directors or regular 'sign-off' and survey by residents.

Awards

The Council may collect and analyse monitoring and feedback information to make the annual awards, for example:

Best innovation

- **Most improved service**
- **Best contractor.**

problems

p39

Problems continued

Complaints from the Council

Because it is still ultimately responsible for services provided under a Local Management Agreement, the Council can step in if things aren't going well. The Agreement gives the Council permission to inspect the quality of work and systems at any reasonable time. The Council should tell the residents or group responsible in writing if there are any shortfalls in the service.

Trustees/directors then have one month to put things right, or allow the Council to put things right and recover the costs from the Local Management Agreement budget.

Ending the Local Management Agreement

Hopefully rare - but sometimes things just don't work out. So, Local Management Agreements allow both parties to end the agreement by giving notice in writing - for example, if problems which have been notified aren't put right.

Mediation and arbitration

If there is a serious dispute between residents and the Council (for example, about standards or payment) and the parties cannot agree, you can involve an independent mediator or use binding, independent arbitration. Mediators can help parties see the other side of the dispute and reach common ground. Arbitrators hear both sides of the argument in a more formal way, and then reach a decision, which everyone must accept and act upon.

Ask the Council for details of local mediation services and see www.ciarb.org.uk for more about arbitration.

Help

Negotiating and setting up a Local Management Agreement is the easy bit. Operating it and providing the services over the coming months and years is the real challenge.

The Council should stay in touch with you throughout the period of the agreement, and someone should always be available by phone and email to answer queries.

The Council should also arrange an annual review meeting with the organising residents' group and any contractors, to look at performance, financial results and customer feedback. This review is particularly important when the agreement is coming to an end, and both parties need to decide whether to extend it.

Learn from others

It's good to share experiences and practice, so get in touch with and visit other residents and areas that use Local Management Agreements.

Notes

**These documents are approved for use
with local management agreements by
the Social Housing Regulator**

Model documents and forms

Use these model documents and forms to set up and run your Local Management Agreement.

Initial contact letter	p43
Landlord consultation letter	p44
Feedback form	p46
Model questions	p47
Model rules - unincorporated association	p48
Model application form	p57
Summary guide - community interest company	p58
Model agreement	p62
Model contract	p69

Initial contact letter - from interested residents to the Council

Items in green to be edited by the user

(Contact name)
(Council's name)
(Address)

(Your name)
(Your address)

(Date)

Dear (contact name)

Proposed Local Management Agreement at (area)

Residents at (area) are interested in negotiating a Local Management Agreement to take over the (name of service[s]) for this area.

We want to do this because (reason[s]).

We think the main benefits of having a Local Management Agreement will be (benefits).

We understand the Council remains ultimately responsible for this service, but we think a Local Management Agreement can bring real benefits to the area.

Please contact me at the address above or on (phone/mobile/email) to discuss how the Council can help.

Yours sincerely

(Your name and role)

Resident's name

Resident's address

Date

Dear (name)

Important changes to the (service) at (area)

The (residents/group/association) has proposed that it takes over the (service) in your area. The Council supports this idea in principle, but I need to know your views about this proposed change.

What's proposed

The (residents/group/association) plans to take on the (service) under a Local Management Agreement with the Council. This means that the Council will provide support and funding for the (residents/group/association) to run the service, in line with some agreed rules and controls.

The (residents/group/association) plans to use (contractor) to provide the service. I attach a copy of the (residents/group/association)'s outline plan for the service, which gives more details about the reasons for this proposed change, and how it could benefit the area.

What it means for you

If the Local Management Agreement goes ahead:

- The (service) will be provided by (contractor) from (date), rather than the Council's (staff/contractor).
- Your service charge for (service) will remain the same at (price) per week for the year beginning (date). The (residents/group/association) hope to reduce costs for future years and pass any savings onto you.
- You will need to make any comments or complaints about the (service) to the (residents/group/association), who will deal with them in line with the procedures agreed with the Council.

Other options

Although the Council supports the Local Management Agreement proposal, we have to consider other options for the (service) and find out if anyone else is interested in running it. Please tell us on the attached feedback form if you have

Landlord consultation letter - from the Council to all residents affected by a proposed Local Management Agreement

Items in green to be edited by the user

Items in green to be edited by the user

any views on this. We have publicised the proposed Local Management Agreement in the local press and on the Council's website.

Tell us what you think

To have your say about this proposed change, please:

- Fill in the attached form and return it in the prepaid envelope
- Email me at [\(email address\)](#) with your comments
- Come to the open meeting at [\(venue\)](#) at [\(time\)](#) on [\(date\)](#), where [\(residents/group/association\)](#) and Council staff will be able to answer any queries.

You must send your views and comments to me by [\(date\)](#), at least [four weeks from the date of the letter](#).

Next steps

I will contact you again to let you know the result of this consultation, and whether the proposed Local Management Agreement will go ahead or not.

If it does, the [\(residents/group/association\)](#) will publicise the details of the new service before it starts.

Your right to be consulted

For councils - Under Section 105 of the Housing Act 1985, we must consult you about this change, and take your views into account. **For housing associations - Your tenancy or lease agreement says that we must consult you about this change and take your views into account.** So please let me know what you think, using one of the methods set out above.

Yours sincerely

[\(Name and position\)](#)

Attached:

- Outline plan from [\(residents/group/association\)](#)
- Feedback form and prepaid envelope

Feedback form

Local Management Agreement for the (service) at (area)

The Council supports the proposal to establish a Local Management Agreement for the (service) at (area).

Please tell us what you think by ticking ONE BOX below

- I am in favour of the proposed Local Management Agreement
- I am against the proposed Local Management Agreement
- I am neutral about the proposed Local Management Agreement

Please write any comments on the proposed change in the box below
(continue on the back of this form if you need more space)

Your name

Your address

Telephone

Email

Please return this form in the prepaid envelope by (date)

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Feedback form - for residents to respond to the Council

Model questions - to ask all residents in the area

Items in **green** to be edited by the user

Model questions

- How satisfied are you with the Council's (gardening, cleaning, caretaking etc) service in the area at the moment?
Very satisfied satisfied neither satisfied nor dissatisfied
dissatisfied very dissatisfied
- What do you like most about the way the Council provides the (gardening, cleaning, caretaking etc service) in the area at the moment?
- What do you like least about the way the Council provides the (gardening, cleaning, caretaking etc service) in the area at the moment?
- What would you most like to change about the (gardening, cleaning, caretaking etc service) in the area?
- Have you heard about the proposal to set up a Local Management Agreement for residents to take over the (gardening, cleaning, caretaking etc service)?
Yes No Don't know
- Could anyone in your household take an active part in delivering the (gardening, cleaning, caretaking etc service)?
Yes No Don't know
- If yes, who is this, and what could they do? (please give brief details below)
- Are you in favour of forming a special body to take responsibility for the Local Management Agreement, with residents acting as trustees/directors?
Yes No Don't know
- Can you suggest any other ways of changing and improving the (gardening, cleaning, caretaking etc) service or know of anyone else who would be interested and willing to take it over?
Yes (please give brief details below) No
- Do you have any other ideas or suggestions on how to improve the (gardening, cleaning, caretaking etc) service in the area?
If so please say what.

Model rules - to create an unincorporated, non-charitable association

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Rules for (name)
- an unincorporated,
non-charitable association

Items in **green** to be edited by the user

Rules

This agreement creates and governs **(the association)** - an unincorporated, non-charitable, not-for-profit association formed with the single purpose of operating a Local Management Agreement with **(council)** ('the Council') at **(location)**.

1 Name

The association is known as **(name)** ('the association').

2 Term

The association exists from the date of this agreement, until and unless it is wound up in line with 15 below.

Or:

The association exists for a fixed period of **(weeks, months, years)** from the date of this agreement, or until **(date)**, whichever is the earlier.

3 Address

The address for correspondence and service of notices on the association is:
(address)

4 Objects

The objects of the association are to:

- Perform the obligations of a Local Management Agreement with the Council to provide housing and/or other related services at **(location)**.
- Promote and take action to benefit its members and other local residents in respect of the Local Management Agreement.
- Negotiate and work with the Council, contractors, suppliers and other third parties to provide services under the Local Management Agreement.
- Cooperate with members and other individuals, associations and agencies in matters of mutual interest.

5 Powers

The association has the authority of its members to fulfil the obligations of, and exercise the rights set out in the Local Management Agreement at **(location)**, including:

- Carrying out works to land and buildings
- Negotiating and entering into necessary contracts and other legal agreements

- Receiving and handling money necessary to meet the obligations of the Agreement and the association's objects
- Appointing and monitoring the performance of contractors and other third parties to provide local services
- Taking out and maintaining insurance to protect its assets, members and activities.

6 Membership

All residents holding a tenancy, lease, sub-lease or freehold in **(location)** during the term of this agreement are entitled to be members of the association for as long they maintain their sole or principal home in the area known as **(location)** and marked on the plan in appendix 1.

Residents are invited to confirm their membership of the association by completing the application form at appendix 2. The association shall maintain written records of all members in line with the principles of The Data Protection Act 1998.

Unless otherwise provided for in 7 below, all members of the association are eligible to stand and act as trustees.

Ordinary members of the association do not have or accept any personal legal liability for the association's activities.

7 Trustees and officers

The day-to-day business of the association is carried out by the trustees named in appendix 3, or their successors in accordance with 8 below.

The trustees are appointed by:

- **Election as an existing Committee Officer of the (residents' group)**
- **Unopposed self-nomination**
- **A ballot of the association's members**
- **Being co-opted by the association (special invitation to an individual)**
- **(Other method)**

Trustees are appointed at each Annual General Meeting (or a properly convened Special General Meeting) and serve for a fixed term of **(two years)**.

Trustees and officers are jointly and personally liable for the association's activities. All trustees have a duty to act openly, honestly, reasonably and prudently in exercising their responsibilities. Trustees must at all times take account of local residents' views and act in the best interests of the association's members and other local residents in respect of the Local Management Agreement. By signing this agreement, trustees accept and agree to observe these responsibilities and standards.

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From their number, the trustees appoint to the following officer posts. Officers of the association have special additional responsibilities:

Chair

- Has overall responsibility for the association's activities
- Signs the Local Management Agreement on behalf of the association
- Acts as the principal point of contact with the Council
- Responsible for the association's health and safety management
- Chairs trustees', ordinary, special and annual general meetings of the association
- Acts as an authorised signatory to the association's bank account(s) and contracts under the Local Management Agreement
- Coordinates the work of other trustees, officers and the association.

Treasurer

- Responsible for the association's finances, insurance and taxation
- Opens and maintains bank and other financial accounts as required
- Arranges and maintains insurance cover as required
- Handles and maintains written records of all the association's financial transactions
- Prepares and supplies financial and taxation records to the Council as required
- Acts as an authorised signatory to the association's bank account(s) and contracts under the Local Management Agreement.

Secretary

- Responsible for the association's membership and administration
- Oversees and maintains records of appointments to trustee and officer posts
- Convenes, notifies and keeps written records of all the association's meetings
- Acts as the trustees' principal point of contact for the association's members
- Handles correspondence and enquiries on behalf of the association
- Acts as an authorised signatory to the association's bank account(s) and contracts under the Local Management Agreement.

Subject to the maximum number of **(number)** trustees, the association may co-opt up to **(number)** other trustees with relevant qualifications or experience (for example, particular knowledge or experience of the service being provided under the Local Management Agreement). Trustees can be co-opted in this way even if they are not

eligible to be members of the association. Co-opted trustees are appointed and serve on the same terms as other trustees.

Officers serve a fixed term of **(one year)**. Subject to the appointment process agreed with the Council, trustees and officers can be reappointed for an unlimited number of further terms in the same post(s). A trustee cannot hold more than two officer posts at the same time.

Trustees will consult and account to the association's members via special and annual general meetings. Where they are not expressly directed by the decision of an ordinary, special or annual general meeting, trustees have reasonable authority to act on behalf of the association in line with the standards set out in these rules.

All trustees are required to sign these rules, and officers are authorised to sign the Local Management Agreement and associated contracts, orders and instructions on behalf of the association.

8 Succession

Trustees and officers may leave the association and/or discharge their responsibilities with immediate effect if they:

- No longer have their sole or principal home in **(location)**
- Give up their role(s) due to ill health or other personal reasons
- Resign as a trustee by giving written notice to the association
- Have their membership and trustee/officer status removed under the Code of Conduct set out in 13 below.

New trustees and officers can be appointed at any time, in line with the arrangements in 7 above.

9 Meetings

The trustees hold at least four ordinary general meetings per year at approximately quarterly intervals, to review the association's activities and agree necessary management action. The quorum for an ordinary general meeting is **(number)** trustees.

The association also publicises and holds an Annual General Meeting, open to all its members each year to:

- Receive the trustees' written annual report of the association's activities
- Approve any fees payable to trustees
- Appoint new trustees and officers as required

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- Agree any changes to the association's rules.

The quorum for an Annual General Meeting is **(number)** members of the association.

Members of the association may request a Special General Meeting at any time, by submitting a written request to the trustees, signed by at least **(five)** members.

The trustees must arrange, publicise and hold a meeting within **(number of days)** of any such request, and take reasonable steps to publicise the details of meeting using normal local methods and outlets.

All votes at the association's meetings are decided by a simple majority of those present and eligible as members to vote, with the Chair (or his/her acting deputy) having a second, casting vote to avoid deadlock.

Only votes decided by a majority in this way at meetings attended by at least the minimum quorum of eligible members shall be considered valid.

10 Money

The trustees may open and maintain bank and other accounts as necessary to achieve the association's objects. The Treasurer is responsible for establishing and keeping accurate written records of the association's finances, and making these available for independent inspection or audit at any time.

All money received by the association must be used to contribute to achieving its objects.

The approval and signatures of two trustees, including at least one officer, are required for all transactions of the association's funds.

Trustees and other members acting on behalf of the association are entitled to recover any reasonable expenses they incur in performing their duties.

If the association is wound up in line with 15 below, any money held, owed, or owed to it must be accounted for and applied to its objects, or returned to the Council by the outgoing trustees.

11 Insurance and indemnity

The association maintains the following **(insurance/indemnity)**:

Trustee's indemnity cover to a limit of (£amount) for each individual per year. This insures trustees against claims and losses arising from the performance of their duties, so long as they act honestly, and in good faith.

And/or:

The Council indemnifies individual trustees against claims, personal liabilities and losses arising from the performance of their duties, so long as they act honestly, and

in good faith. This indemnity is limited to (£amount) for each individual per year.

Trustees' (insurance/indemnity) protects members from claims both when they are in post as trustees, and afterwards during any limitation period for liability.

The association arranges and maintains other insurance as required to achieve its objects and/or ensures that contractors and suppliers have the appropriate insurance cover.

The association's obligation to maintain insurance is subject to the relevant form and level of cover being available at reasonable expense, and any terms, excess or other conditions required by the insurers.

12 Equality, diversity and fairness

The association must conduct its business and membership in line with the Council's policies and obligations for equality and diversity.

The association and its trustees will not unlawfully or unreasonably discriminate or treat anyone less favourably because of their race, colour, nationality, culture, religion, beliefs, age, disability, sex, gender, sexuality, economic status, lifestyle, or for any other reason.

The association has an active duty to promote openness, equality, diversity and fairness in all its conduct and activities.

13 Conduct and respect

Members of the association are required to treat each other and third parties with courtesy and respect in all activities connected to the association.

Members must also disclose to the trustees any close personal connection that they have with any individual or firm involved or potentially involved in the service(s) provided under the Local Management Agreement. Close personal connection includes any family relationship and current or previous employment or business interest with the supplier or contractor.

Trustees and officers have a particular duty to behave in an honest, reasonable and responsible way to discharge their duties diligently, and maintain positive relationships with each other, members, the Council and other third parties.

The trustees may issue a written warning to any member who fails to meet these standards at any time.

Members, trustees and officers who manifestly or repeatedly fail to meet these standards may have their membership (and any trustee or officer status) permanently removed by a valid vote at an Annual General or Special General meeting.

14 Changing the agreement

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This agreement can be altered or added to only by a valid vote at a properly convened Annual General or Special General Meeting.

Any proposed changes must be notified in writing to the trustees and the Council at least **(number of days)** before a vote to approve the change.

15 Ending the agreement

This agreement can be brought to an end, and the association wound up, only by a valid vote at a properly convened Annual General or Special General Meeting (or by expiry of the fixed term in 2 above).

Any proposal to end the agreement must be notified in writing to the trustees and the Council at least **(number of days)** before a vote to approve the change.

A vote to the end the agreement cannot be taken while the association has any financial, service or other obligations outstanding or in force. The opinion of a majority of currently named and serving trustees shall decide whether or not such liabilities remain.

16 Non-partnership and jurisdiction

This agreement does not create a legal partnership. The agreement and the association are subject to English law.

17 Inspection

A copy of this agreement is displayed at **(location)** and is available on request from the Secretary of the association or the Council.

18 Appendices

- 1 Plan of the area covered by the association.
- 2 Membership form
- 3 Trustees of the association
- 4 The association's Local Management Agreement with the Council dated **(date)**
- (5 Other)**

19 Trustees' signatures

Trustee 1

Name
Signature
Date

Trustee 2

Name
Signature
Date

Trustee 3

Name
Signature
Date

Trustee 4

Name
Signature
Date

Trustee 5

Name
Signature
Date

20 Trustees' responsibilities

By Signing this agreement, the above named trustees agree to act openly, honestly, responsibly and prudently in exercising their responsibilities. Trustees must at all times take account of local residents' views and act in the best interests of the association's members and other local residents in respect of the Local Management Agreement. Trustees accept and agree to observe these responsibilities and standards.

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Model application form - for residents to confirm membership of an unincorporated, non-charitable association

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Application for membership of (association)

I (name)

and all members of my family and household living at

(address)

apply to become members of (association).

I/we have received a copy of the association's rules, and agree to observe and be bound by them.

Signature

Date

This membership continues for as long as I/we continue to live at this address or another within the area covered by the Local Management Agreement as my/our principal home, or the association is wound up or ceases to operate for any reason.

Summary guide - for a community interest company

1 About this guide

1.1 This is a summary guide to the documents known as the 'memorandum and articles of association' for a Community Interest Company (CIC). Together, these documents are sometimes called the company's 'governing document' or 'constitution.'

1.2 The full version of the model memorandum and articles of association for a CIC accompanies this toolkit.

2 Memorandum of association

2.1 This is a very short document that just says the company members want to form a company.

3 Articles of association - part A (Introduction)

3.1 The introduction defines words and phrases used throughout the document.

4 Articles of association - part B (Community Interest Company and asset lock) and part C (Name, objects and powers)

4.1 These sections set out the 'objects' of the company (Article 7), its powers (Article 8), how its funds can be used (Article 4) and the 'asset lock' (Article 3).

4.2 The objects of a CIC set up to deliver a local management agreement must be for the benefit of the community.

4.3 The powers section says what the company can do, not what it must do. For example, the board of a CIC could decide to carry out and publish research, but it is not obliged to do so.

4.4 Article 4 requires that all income and assets of the company must be used to further its objects.

4.5 There are some exceptions to this general rule (such as company money being used to reimburse directors for their reasonable out-of-pocket expenses incurred in their role).

- 4.6 The asset lock ensures that the assets of the company are used for the purposes of the CIC. A CIC wishing to sell or transfer any of its assets must do this at the current market value or, if not, sell or transfer the assets to another asset locked body (for example, another CIC or charity).
- 5 Articles of association – part D (Limitation of liability and guarantee)
- 5.1 Each company member guarantees that, if the CIC is wound up and cannot pay its debts, s/he will contribute up to £1. This is why the CIC is called a ‘company limited by guarantee’.
- 6 Articles of association – part E (Company membership)
- 6.1 Articles 12 and 13 explain how residents can become, or stop being company members.
- 6.2 Article 14 deals with Part V of the Local Government and Housing Act 1989, which says that if too many directors are linked to a council in the way described in the Act, then the company may be considered as ‘influenced’ or ‘controlled’ by that council. Article 14 avoids this problem by requiring some directors to step down so that Part V does not apply.
- 7 Articles of association – part F (General meetings)
- 7.1 General meetings are for general company members, as distinct from meetings of CIC directors.
- 7.2 Although the board takes most of the CIC’s key decisions, company law requires that certain decisions have to be made by company members (for example, a proposal to change the company name or change any aspect of the memorandum and articles).
- 7.3 To hold a general meeting, there must be a ‘quorum’ (minimum number of company members) present. A CIC general meeting needs a quorum of ten company members (or 5% of the total, whichever is less) to be quorate.
- 7.4 Voting at a general meeting is normally by a show of hands, with each member having one vote. In the event of a tie, the Chair gets a second or casting vote to reach a decision.

- 7.5 Most decisions are 'ordinary resolutions', which need more than half of the members present at a quorate meeting to vote in favour. Some issues may require a 'special resolution', which need 75% or more of the members at a quorate meeting to vote in favour.
- 7.6 Article 24 sets out how a company member can appoint someone to attend and vote on their behalf, by proxy.
- 7.7 Article 25 allows for CIC members to make some decisions in writing, without the need to meet in person. This can be very useful, saving the time and cost of calling a physical meeting, and allowing decisions to be made more quickly than might otherwise be the case. Voting on a written resolution works exactly the same as for a physical meeting.

8 Articles of association – part G (Directors)

- 8.1 This part sets out how CIC directors can be appointed (Article 27) and removed (Article 29). Article 28 contains a summary of directors' main legal duties.
- 8.2 Article 31 covers conflicts of interest. Generally, if a director is unsure whether or not something amounts to a conflict, then they should declare it.
- 8.3 Article 30 sets out the process for dealing with any complaints about the conduct of a CIC director.

9 Articles of association – part H (Board meetings)

- 9.1 Articles 32 and 33 explain the function and powers of the CIC board.
- 9.2 Board meetings must have at least one third of the total number of directors present, of which the majority must be residents. If there are not enough directors present for the meeting to be quorate, those present can still meet and have discussions, but any decisions made shall not bind the company unless and until they are ratified by a future, quorate meeting.
- 9.3 On issues discussed at board meetings, each director gets one vote. In the event of a tie, the Chair can exercise a second or casting vote if s/he chooses.
- 9.4 Article 36 summarizes the role of the Chair and Vice-Chair, and how the board appoints them.

9.5 The board can set up committees and working parties and invite observers to any of its meetings. Observers may be invited to speak and give their views, but they are not entitled to vote.

9.6 The board can also pass written resolutions instead of meeting face-to-face.

10 Articles of association – part I (Officers)

10.1 The Companies Act 2006 makes the appointment of a Company Secretary optional.

10.2 Article 41 allows the board to purchase indemnities for the company's officers and employees.

11 Articles of association – part J (Statutory and miscellaneous)

11.1 This section contains a series of general provisions covering things like annual filing requirements (Article 43), document signing (Article 45), and the service of notices (Article 46).

Model agreement - for residents and the Council to sign

Items in green to be edited by the user

(Area)
Local Management Agreement
for (service)

Local Management Agreement

This agreement sets out how [\(residents/group/association/company\)](#) will provide the [\(service\)](#) at [\(area\)](#), for the benefit of all residents there, for a period of [\(period up to 12 months\)](#).

The agreement is made under Section 27 of the Housing Act 1985, which enables local authorities to delegate part of their statutory housing duties [\(housing associations should delete this paragraph\)](#).

1 Who's involved

The agreement is between:

- [\(residents/group/association\)](#)

and

- [\(Council\)](#) (the Council).

[\(Association\)](#) is an unincorporated, non-charitable, not-for-profit association - [\(Company\)](#) is a community interest company established for the single purpose of providing the [service\(s\)](#) set out in this Agreement. It and its [trustees/directors](#) and members are governed by an agreement dated [\(date\)](#).

2 What's involved

The [\(residents/group/association/company\)](#) will themselves, or through a competent contractor provide the [\(service\)](#) for the area marked on the plan attached at appendix 1.

The Council will pay the [\(residents/group/association/company\)](#) to provide the [\(service\)](#) as set out in section 6 of this agreement, subject to satisfactory performance and meeting the other standards and obligations of the agreement.

3 Timing

The agreement runs from [\(date\)](#) until [\(date\)](#). The agreement may be extended from [\(date\)](#) for up to 12 months at a time, up to a maximum of [\(period up to five years\)](#) after its original start date, by negotiation and written agreement between the parties. If extending the agreement would take the total value since the start date above the EU threshold limit (around £160,000), it must be subject to fresh local consultation and a new agreement. Councils may also require a fresh approval under Section 27 of the Housing Act 1985 for agreements extended beyond five years.

Any other proposal to continue the agreement beyond five years from its original start date must also be subject to new consultation, agreement and (for councils) Government approval.

4 Objectives of the agreement

The key objectives of the agreement are to:

- (objectives)

5 Standards

The key service standards are:

- (standards)
-

These standards are explained in more detail in the specification for the work attached at appendix 2.

6 Money

The Council will:

- Pay the (residents/group/association/company) (£amount) for the first year, in four equal quarterly instalments of (£amount), paid in advance.
- Increase the quarterly payments by the current retail price index each year, on the anniversary of the start of the agreement.
- Pay the (residents/group/association/company) an extra bonus of (£amount) on the (number) anniversary of the start of the agreement, as long as it remains in force, and the service has met the agreed standards.

The (residents/group/association/company) will:

- Keep written records of all financial matters relating to the agreement, and allow the Council to inspect or audit these if it gives reasonable written notice.
- Prepare and send the Council an annual financial statement of the service no longer than three months after each anniversary of the start of the agreement.
- Keep written records of any VAT paid to contractors and suppliers under the Local Management Agreement, and their VAT registration numbers. The (residents/group/association/company) will report this regularly to the Council, so that it can be reclaimed from HM Revenue & Customs.
- Ensure that it pays no more than a reasonable market rate for provision of the services specified in appendix 2, having regards to value for money and the Council's own costs.

7 A fair service

The (residents/group/association/company) and any contractors will provide the service so that it, and all related practices, are sensitive to the needs of the local community, and do not unfairly disadvantage or discriminate against anyone.

8 Use and clawback

The (residents/group/association/company) must only use money received under this agreement in accordance with Clause 6. Any property provided by the Council for use by the (residents/group/association/company) to provide the service shall only be used for that purpose in accordance with this agreement. Any change to the

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intended use of this money and/or property can only be made with the prior written consent of the Council.

If the **(residents/group/association/company)** does not use the money and /or property for the agreed use, then the Council may:

- withdraw future payments of funds;
- suspend payments while it investigates use of the funds and/or property; and
- the **(residents/group/association/company)** may be required to repay all or part of the funds received, plus any additional losses, charges or expenses incurred by the Council as a result of the change of use.

9 Dealings with property

The **(residents/group/association/company)** shall not charge, sell, lease, let, hire, exchange, or otherwise deal with or dispose of any property belonging to the Council provided for use by the **(residents/group/association/company)** in delivering the services, without the prior written consent of the Council.

10 Insurance and indemnity

The **(residents/group/association/company)** or its contractor will arrange and maintain the following insurance cover:

- Public liability to **(£amount)** to cover personal loss, damage or injury
- Fidelity to **(£amount)** to cover fraud, theft and mishandling of money
- Employer's liability to **(£amount)** to cover claims by employees for injury or unfair treatment
- **Trustee's/director's** indemnity to **(£amount)** to cover trustees for legal liability arising from claims against their actions
- Contents to **(£amount)** to cover theft, damage and loss of equipment and materials.

The **(residents/group/association/company)** will keep written records of all insurance matters relating to the agreement, and allow the Council to inspect these if it gives reasonable written notice.

The **(residents/group/association/company)** indemnifies the Council against all actions, claims, and costs arising from this agreement, unless they relate to the Council being negligent.

The Council indemnifies individual trustees of the **(association/company)** against personal liability and claims arising from operation of this agreement, so long as they act honestly, and in good faith. This indemnity is limited to **(£amount)** for each individual per year.

11 Health and safety

The Council will:

- Provide training for the **(residents/group/association/company)** and its contractor(s) on relevant health, safety and welfare law and practice.

The [\(residents/group/association/company\)](#) and its contractor(s) will:

- Carry out risk assessments and comply with the relevant health and safety laws and regulations set out in appendix 3.
- Keep written records of all health and safety matters relating to the agreement, and allow the Council to inspect these if it gives reasonable written notice.
- Promptly report any serious health and safety problems or incidents to the Council.

12 A quality service

The [\(residents/group/association/company\)](#) and its contractor(s) will allow the Council to inspect its work under this agreement at any reasonable time on receiving 24 hours' notice.

The Council will tell the [\(residents/group/association/company\)](#) in writing if there are any shortfalls in the service. The [\(residents/group/association/company\)](#) will then put right any shortfalls within one month. If the [\(residents/group/association/company\)](#) cannot put things right, it will refund the Council any costs arising from the shortfalls.

The [\(residents/group/association/company\)](#) will keep written records of all complaints about the service provided under this agreement, and the action it takes in response.

13 Nature of the organisation

The [\(residents/group/association/company\)](#) shall notify the Council immediately if the nature of the organisation delivering the services is to change.

The [\(residents/group/association/company\)](#) shall not, during this agreement, change its constitution, governing document or Articles of Association without consulting the Council in advance. The Council reserves the right to terminate this agreement in accordance with clause 16 if it reasonably believes that the changes will have an adverse impact on the services being delivered.

14 Changing the agreement

Either the Council or the [\(residents/group/association/company\)](#) can ask for a change to the agreement by requesting this in writing to the other party. Both parties will consider any reasonable suggestion to change the agreement. Both parties must sign a new, amended version of the agreement to confirm any changes.

The [\(residents/group/association/company\)](#) cannot in any way pass on the rights and obligations of the agreement, or any part of it, to anyone else, unless the Council agrees in writing, and as allowed in the rules governing the [\(association/company\)](#).

If substantial changes are proposed to the homes and area covered by the agreement, or services provided by the [\(residents/group/association/company\)](#), the agreement must be brought to an end by three months' written notice from either

party, to allow for local consultation and a new agreement and (for councils) Government approval under Section 27 of the Housing Act 1985.

15 Disputes and notices

If either the Council or [\(residents/group/association/company\)](#) fails to meet its obligations under this agreement, the other party may give them written notice, allowing at least one month for the failure to be put right.

If the problem is not resolved, either party can:

- [Request independent mediation to resolve the dispute](#)
- Or
- [Request binding independent arbitration to resolve the dispute](#)
- Or
- [Bring the agreement to an immediate end by confirming this in writing to the other party.](#)

The Council may take direct action to provide or maintain services if the [\(residents/group/association/company\)](#) disbands, or in any way otherwise fails to meet its responsibilities or provide the services set out in the agreement. In this case, the Council shall assume all the rights, responsibilities and liabilities of the [\(residents/group/association/company\)](#) in respect of the Local Management Agreement.

16 Ending the agreement

Either party can end the agreement at any other time, by giving the other at least three months' notice in writing.

The agreement must be brought to an end if the homes covered by the agreement, or a majority of them become subject to a Tenant Management Organisation. The Council will give written notice to the [\(residents/group/association/company\)](#) if a Tenant Management Organisation intends to take over some or all of the responsibilities and services provided under the agreement. This notice will bring the Local Management Agreement to an end three months from the date it is served.

If either party decides to end the agreement, the [\(residents/group/association/company\)](#) must also terminate any contracts or supplies connected with the services provided under the agreement. The [\(residents/group/association/company\)](#) must report any problems arising from this process promptly to the Council.

At the end of the agreement, the [\(residents/group/association/company\)](#) must pass all records and documents relating to the service to the Council. The Council is deemed to have ownership and copyright of all records and documents from the date the agreement ends.

The [\(residents/group/association/company\)](#) must repay any allowance to the Council which has been paid in advance which goes beyond the agreed termination date.

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17 Contacts

Trustee(s) for the **(residents/group/association/company):**

Name(s)

Address(s)

Telephone

Email

Address for the service of notices on the **association/company:**

Address

For (Council):

Name

Job title

Address

Telephone

Email

18 Appendices

- 1 Plan of area covered by the agreement
- 2 Specification of works
- 3 Health and safety requirements
- 4 Form of contract to employ contractors to provide all or part of the service.

19 Signatures

For (residents/group/association/company):

Name(s)

Signature(s)

Date

For the Council:

Name

Signature

Date

Model contract - for residents to agree and sign with a contractor or supplier

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Contract for (services)
provided at (area)
under a Local Management
Agreement

Contract

This contract sets out how **(contractor)** will provide the **(service)** to residents at **(area)**, for a period of **(period up to 12 months)**.

1 Who's involved

The contract is between:

- **(residents/group/association/company)** (the client)

and

- **(contractor)** (the contractor)

The client is authorised to enter into this contract by a Local Management Agreement dated **(date)** with **(Council)** ('the Council'). For councils, this agreement is made under Section 27 of the Housing Act 1985.

(Council) has exclusive third-party rights to this contract, and can enforce any of the terms of the contract under The Contracts (Rights of Third Parties) Act 1999.

2 What's involved

The contractor will provide the **(service)** specified in appendix 2 at **(area)** to the areas marked on the plan attached at appendix 1, under the Local Management Agreement with the Council.

The client will pay the contractor **(£amount)** per **(period)** **(including/excluding VAT)** for the service, as set out in section 6 below, subject to satisfactory performance and meeting the standards and obligations set out in this contract.

3 Timing

The contract runs from **(date)** until **(date)**. The contract may be extended from **(date)** for up to 12 months at a time by negotiation and written agreement between the parties, up to a maximum of five years after its original start date, as long as the Local Management Agreement remains in effect.

4 Objectives of the contract

The key objectives are:

- **(objectives)**

5 Standards

The key service standards are:

- **(standards)**

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These standards are explained in more detail in the specification for the work attached at appendix 2.

The contractor must get approval from the client before carrying out any extra works outside the scope of the specification. The client will not pay for any unauthorised extra work.

6 Money

The client will:

- Pay the contractor (£amount) (including/excluding VAT) for the first year, in (twelve/four) equal (monthly/quarterly) instalments of (£amount), paid in arrears on receipt of a written invoice.
- Increase the (monthly/quarterly) payments by the current retail price index each year on the anniversary of the start of the agreement, or by any other amount mutually agreed in writing between the parties when the contract is extended or renegotiated.
- Be entitled to charge reasonable damages for demonstrable loss of income or facility and inconvenience caused by the contractor's action, fault or neglect.

The contractor will:

- Prepare and send the client an itemised invoice for the service within (7/28) days of the end of each (month/quarter) during the period of the contract.
- Be entitled to charge interest at (%) on any amounts due from the client which are outstanding more than (number of days) from the date the invoice was received.
- Provide details of their VAT registration number, if applicable.
- Provide details of their status under the Inland Revenue Construction Industry Tax Deduction Scheme, if applicable.

7 A fair service

The client and contractor will provide the service so that it, and all related practices, are sensitive to the needs of the local community, and do not unfairly disadvantage or discriminate against anyone.

The contractor must produce and implement a written statement to demonstrate that they are committed to equality. The contractor also agrees to observe the client's equality and diversity policy.

Apart from the Council, the contractor will not disclose the terms of this contract to a third party without the prior express written permission of the client.

The contractor will not enter into any price-fixing agreement or otherwise act in any anti-competitive manner that might affect the probity of this contract or the quality and value for money of the service.

8 Insurance and indemnity

The contractor will arrange and maintain the following insurance cover:

- Public liability to (£amount) to cover personal loss, damage or injury
- Fidelity to (£amount) to cover fraud, theft and mishandling of money
- Employer's liability to (£amount) to cover claims by employees for injury or unfair treatment
- Professional indemnity to (£amount) to cover claims against the contractor's actions
- Contents to (£amount) to cover theft, damage and loss of equipment and materials.

The contractor or its broker will provide written confirmation of its insurance cover if the client requests it.

The contractor indemnifies the client and the Council against all actions, claims, and costs arising from this agreement, except if they relate to the client or the Council being negligent.

9 Health and safety

The client and contractor will:

- Carry out risk assessments and comply with the relevant health and safety laws and regulations set out in appendix 3.

The contractor will:

- Maintain safe working practices at all times
- Keep written records of all health and safety matters relating to this contract and allow the client and/or the Council to inspect these if it gives reasonable written notice
- Promptly provide any reasonable information related to health and safety requested by the client and/or the Council.
- Report any serious health and safety problems or incidents related to this contract promptly to the client.

10 A quality service

The contractor will exercise the appropriate skill, care and diligence that could be reasonably expected of a competent contractor for a service of this scope and nature.

The contractor will not use any sub-contractors or other indirect labour to provide the service without the prior, express written permission of the client.

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The contractor will allow the client and/or the Council to inspect its work under this contract at any reasonable time on receiving 24 hours' notice.

The client will tell the contractor in writing if there are any shortfalls in the service. The contractor will then put right any shortfalls within one month. If the contractor cannot put things right, it will refund the client any reasonable costs arising from the shortfalls.

The contractor will cooperate with and act upon any reasonable systems that the client uses to gather customer feedback on the quality of service provided by the contractor.

The client will keep written records of all complaints about the service provided under this agreement, and the action it takes in response. These records will be available for inspection by the contractor at any reasonable time on receiving 24 hours' notice.

11 Changing the contract

Either the contractor or the client can ask for a change to the contract by requesting this in writing to the other party. Both parties will consider any reasonable suggestion to change the contract.

Both parties must sign a new, amended version of the contract to confirm any changes. Any changes are subject to the Local Management Agreement with the Council still being in effect.

The contractor cannot pass on the rights and obligations of the contract, or any part of it, to anyone else, unless the client agrees in writing.

The client cannot pass on the rights and obligations of the contract, or any part of it, to anyone else, unless the Council agrees in writing.

12 Disputes, notices and ending the contract

If either the contractor or client fails to meet their obligations under this contract, the other party must tell them in writing, and allow at least one month for the failure to be put right.

If the problems are not resolved, the contractor or client can then bring the contract to an immediate end by confirming this in writing to the other party.

Either party can end the contract at any other time, by giving the other at least three months' notice in writing.

The agreement must be brought to an end if the Local Management Agreement under which the services are provided expires or terminates for any reason.

If the contract is brought to an end, the parties will carry out an accounting exercise to calculate any work or payments outstanding and pay any sums due on receipt of a written invoice.

13 Contacts

For the client:

Name

Address

Telephone

Email

For the contractor:

Name

Address

Telephone

Email

14 Appendices

1 Plan of **area** covered by the contract

2 Specification of works or services

3 Health and safety requirements

4 The client's Local Management Agreement with the Council dated **(date)**

15 Signatures

For the client:

Name

Signature

Date

For the contractor:

Name

Signature

Position

Date

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Glossary

Accounts

Regular, written records of actual income and spending for a Local Management Agreement.

Arbitration

Binding review and decision by an independent expert, to resolve a dispute between two or more parties.

Arm's Length Management Organisation (ALMO)

A council-owned company set up to improve and manage local authority homes.

Award(s)

Recognition of exceptional performance, innovation or achievement arising from a Local Management Agreement.

Big Society

Government plans to put more power and opportunity into people's hands.

Budget

Annual income and spending plan for a Local Management Agreement.

Chartered Institute of Housing

Professional membership and trade body for people working in housing.

CityWest Homes

The Arm's Length Management company that runs local housing services in the City of Westminster and pioneered local management agreements.

Community interest companies

Companies created for people to run a business for community benefit.

Consultation

Research to discover the views of local residents about a proposed Local Management Agreement.

Contract

Written, legal agreement to provide services under a Local Management Agreement.

Core statement

Short, initial form of words to describe why a Local Management Agreement is proposed.

Council

Elected local housing authority - usually City, District or Borough. All references to 'the Council' in the toolkit mean the local authority where homes covered or potentially covered by a Local Management Agreement are located, or a registered housing provider managing homes in a similar way.

Data protection

Duties to handle personal and confidential information under the Data Protection Act 1998.

Deficit(s)

Losses made by spending more on services than is received in income from the Council.

Department for Communities and Local Government

Central Government department responsible for housing policy and local government.

Detailed plan

Advanced proposals for a Local Management Agreement produced by residents.

Diversity

Aspects of difference in a community (for example, race, ethnicity, age, culture, gender).

Dowry(ies)

Amount paid to residents by a council when they take responsibility for a local service.

Equality(ies)

Respecting differences fairly .

Estimate(s)

Non-binding forecasts of the likely costs of providing a service.

Health and safety

Duties, responsibilities and practices to protect the welfare of anyone affected by a Local Management Agreement.

Health and Safety Executive (HSE)

Government agency responsible for implementing health, safety and welfare legislation and good practice.

Housing Act 1985

Principal Act of Parliament governing local authorities' housing duties and powers.

Housing association

An independent, not-for-profit housing provider registered with the Social Housing Regulator.

Housing Benefit

State benefit covering housing and related costs administered by local councils.

Indemnity

Immunity from or compensation for legal claims arising from a Local Management Agreement.

Innovation into Action

Funding programme to develop best practice in local authority housing.

Glossary

Insurance

Protection and financial cover against legal claims arising from a Local Management Agreement.

Landlord

A council or other registered housing provider letting homes on Secure or Assured Tenancies or leases.

Liability(ies)

Potential legal and financial responsibilities arising from a Local Management Agreement.

Local choice, local control

The Government's statutory guidance on tenant management for councils.

Local Management Agreement

An agreement to provide local housing services between local residents and a Council made under Section 27 of the Housing Act 1985.

Localism

Government plans to devolve service and decision making to community level.

Mediation

Structured discussion with an independent person to resolve a dispute between two or more parties.

Monitor(ing)

Regular review of performance and finances to control services under a Local Management Agreement.

Object(s)

The purpose of a Local Management Agreement or unincorporated association.

Outline plan

Initial scope and proposals for a Local Management Agreement produced by residents.

Quote(s)

Binding cost proposals to provide a service.

Residents' choice

The Government's non-statutory guidance on tenant management and other options for greater resident control.

Right to Manage

Legal framework for council residents to set up a Tenants Management Organisation to control local services.

Risk(s)

Potential problems and hazards arising from a Local Management Agreement.

Service charge(s)

Amounts payable by residents for local communal housing services (for example, cleaning, caretaking and gardening).

Social Housing Regulator

Government agency responsible for registering social housing providers and regulating their activities. The Homes and Communities Agency takes over this role from the Tenant Services Authority in April 2012.

Specification

Details of services, standards or materials provided under a Local Management Agreement or contract.

Stock transfer

Change of ownership and management of council homes to a housing association or other provider.

Surplus(es)

Profits made by reducing the cost of services below the income received from the Council.

Taking Charge

Project led by CityWest Homes to develop Local Management Agreements as a national model for resident involvement.

Tenant Management Organisations (TMOs)

Resident-led and controlled housing management created under the Right to Manage.

Tender(ing)

Obtaining proposals and costs from contractors to provide services under a Local Management Agreement.

Test(ing) support

Consultation with local residents about a proposed Local Management Agreement.

Trustees

Members of an unincorporated association who take on responsibility and liability for its activities under a Local Management Agreement.

TUPE

Transfer of Undertaking (Protection of Employment) regulations - governing the transfer of public sector staff working in services transferred to other providers.

Unincorporated association

A non-charitable, not-for-profit, single purpose residents' group set up to run services under a Local Management Agreement.

Case study

Local management agreement case study

CityWest Homes - Bayswater, London

CityWest Homes actively encourages its residents to set up local management agreements for cleaning, gardening and external painting projects.

In Bayswater, London W2, an enthusiastic group of residents have a local management agreement to look after their communal gardens. They've created a lovely, peaceful place where residents can relax and forget about the outside world.

Christine Williams, who looks after the project on behalf of the residents' group said: "The gardens were looking a little tired. When we saw the money involved in maintaining them, we thought we could get a better, more personal and improved service by doing the work ourselves. We no longer have a contractor, we have a gardener who enjoys working for us – and residents really appreciate the effort that is being put in. We're making savings that can be reinvested into the community."

Christine has spoken about the benefits of local management agreements at conferences across the country. She passionately believes that residents taking control of services increases community cohesion and drives down costs.

CityWest Homes is consulting with residents in surrounding streets to review the agreement and get more people involved.

For more information, contact Mervyn Thomason, CityWest Homes Community Involvement Team on 020 7245 2348 or mthomason@cwh.org.uk To download more information about City West Homes' local management agreements go to <http://www.cwh.org.uk/tenant-services/my-community/local-management-agreements/>





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NIGHTINGALES TENANTS ASSOC.

Nightingales, Horsham Rd, Findon, West Sussex BN14 0TW.

CONSTITUTION

1. Name

The name of the group shall be "Nightingales Tenants' Association" (NTA)

2. Aims

The aims of the organisation shall be:

2.1 To monitor and improve the quality of housing services.

2.2 To encourage inclusiveness, equality, and diversity.

2.3 To further good relationships with the Council and other organisations in the area.

2.4 To promote tenants' rights and the maintenance and improvement of housing conditions, amenities and the environment in Nightingales.

2.5 To encourage good neighbourliness and mutual aid amongst tenants.

3. Membership

3.1 Membership shall be open to all current tenants of Arun District Council residing at Nightingales, Horsham Road, Findon, West Sussex only.

4. Powers

The Nightingales Tenants' Association shall have the power to:

4.1 Advise Arun District Council on policy matters.

4.2 Set up its own working parties to consider a subject in detail.

4.3 Ballot members on setting up a Tenant Management Organisation

5. Resources

5.1 The Nightingales Tenants' Association shall request the Council to provide adequate financial support to the organisation's activities. This will include providing a venue, refreshments and covering travel costs to general, committee and annual meetings if required.

NIGHTINGALES TENANTS ASSOC.

Nightingales, Horsham Rd, Findon, West Sussex BN14 0TW.

5.2 The Council will nominate one member of staff to be the main point of contact and liaison between the NTA and the Council.

5.3 The Council may from time to time put forward items for Committee meeting and general meeting agendas.

6. Committee members

6.1 The Nightingales Tenants' Association will have the following committee members made-up from the membership:

Chair

Vice-chair

Secretary

6.2 In addition to the above mandatory roles the Committee may propose other roles as the Committee feels are necessary which could include:-

Social

Welfare

Horticulture

6.3 Committee Members will be elected at the Annual General Meeting, and will hold post until the next AGM.

6.4 Committee vacancies arising through the year can be filled by the organisation from its membership without calling a Special General Meeting.

6.5 To allow effective succession planning the same position may only be held by the same person for up to 3 years.

6.6 Under exceptional circumstances, where no successor can be identified the existing post holder may continue for a further year.

7. Annual General Meeting

7.1 The Annual General Meeting will be held once a year, a maximum of 8 weeks extension over the 12 months is allowed as required, starting from within 12 months of the launch date of the organisation.

7.2 The organisation's committee will be elected at the AGM.

7.3 The election will take place via a nomination process prior to the AGM and a secret ballot held at the meeting.

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7.4 Postal votes will be an accepted for the AGM if a member is unable to attend. These must be returned to the Secretary no later than mid-day on the day of the AGM.

7.5 The Committee will consist of a minimum of 3 members, and a maximum of 10.

8. General Meetings

8.1 Six ordinary meetings (excluding the AGM) a year will be held that will be open to all tenants and leaseholders.

8.2 The agenda and contents of General Meetings must be Housing related or have a relevant connection to the welfare of tenants and leaseholders living at Nightingales.

8.3 Apologies for absence will be made to the chair or secretary in advance of the meeting.

8.4 At least 6 members, 2 of which must be Committee members must be present for a meeting to take place.

8.5 The Council will ensure appropriate Council officers are in attendance when relevant issues are on the agenda.

8.6 If an issue of importance arises then further general meetings up to a maximum of three a year can be put in place.

9. Committee Meetings

9.1 Committee meetings may be held as felt necessary by Committee members.

9.2 Apologies for absence at a Committee Meeting will be made to the chair in advance of the meeting.

9.3 At least two thirds of the Committee must be present for a meeting to take place.

10. Changes to the Constitution

10.1 The Constitution can be altered by a minimum of seventy five percent of the membership if passed unanimously.

10.2 Any suggested changes to the Constitution must be handed to the Secretary 14 days before a meeting..

NIGHTINGALES TENANTS ASSOC.

Nightingales, Horsham Rd, Findon, West Sussex BN14 0TW.

10.3 Changes to the constitution must be agreed by two thirds of the members present at a meeting..

10.4 A signed copy of the Constitution will be given to the Council, and the Council will be notified of any alterations to the Constitution.

11. Voting Procedures

11.1 Any member may make a proposal. In order for it to be voted on by other members it must be seconded, or supported, by someone else.

11.2 Only members present at the meeting may vote.

11.3 Before voting any member may propose an amendment which must also be seconded.

11.4 A majority is needed for a vote to be carried.

11.5 The Chair will not vote, but will have a casting vote in the event of a tie.

11.6 Voting will be carried out by a show of hands other than at the election of Committee Members which will be carried out by secret ballot.

12. Dissolution

12.1 The Organisation may only be dissolved at a Special General Meeting called for that purpose and must be advertised fourteen days before the meeting.

12.2 A proposal to dissolve the Organisation shall take effect only if agreed by two thirds of the members present at the meeting.

Signed _____
Chairman

Signed _____
Secretary

ARUN DISTRICT COUNCIL

REPORT TO HOUSING & WELLBEING COMMITTEE ON 17 MARCH 2022

REPORT

SUBJECT:	Housing Management System Project Update
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REPORT AUTHOR:	Karen McGreal, Business Improvement Manager
DATE:	18 February 2022
EXTN:	01903 737656
AREA:	Residential Services

EXECUTIVE SUMMARY:

This report provides Members with a progress update in relation to the implementation of the new Integrated Housing Management System – Civica CX and provides an update on the financial projections for delivering the system.

RECOMMENDATIONS:

It is recommended that the Housing & Wellbeing Committee:

- a) Agree the financial projections and virements undertaken for delivery of the project; and
- b) Note the progress of the project to date and delivery risks

1.0 BACKGROUND:

1.1 In October 2020 Cabinet approved the award and implementation of an Integrated Housing Management System and it was agreed at Full Council in May 2021.

1.2 The unprecedented demand for homeworking during the pandemic highlighted that the current system does not offer the reliable remote accessibility required to meet the business needs of the Housing service. The new system gives the council the opportunity to implement cloud hosting, a modern customer self-service portal, contractor portal and an asset management module. It will greatly enhance customer access to services, allow for greater self-service and be business ready for the requirements of data/management information and asset management contained within the Housing White Paper.

1.3 The new system will bring increased efficiencies in respect of replacing paper and

manually intensive processes with increased automated processes and self-serve opportunities for residents, resulting in more seamless service delivery and reduced transactional costs; savings in respect of postage and printing; savings in officer time and increased resilience and business continuity as a result of cloud-based delivery.

1.4 The initial budget for the project was set at £600k. Of this £500k was for procurement and maintenance of the system over a period of four years and £100k for project management costs. The project commenced in July 2021 with a phase one planned to go live in November 2022.

1.5 Since commencement of the project in July 2021, steady progress has been made however due to a number of issues it has become clear more resource is required to deliver the project.

The main issues are summarised below:

- a) Existing business critical functions still needing to be undertaken on top of the project work, taking resources away from the project.
- b) The quality of existing data is not fit for purpose and significant additional data cleansing is required.
- c) Processes maps and procedures being built from scratch.
- d) Integration costs of interfaces with other corporate and contractor systems.
- e) Implementation and build of system require more in house resource compared to previous and similar implementations.
- f) Remote working has impacted on the product knowledge transfer across the project team. Sharing the learning is taking longer.
- g) In preparation for document management and GDPR compliance significant additional work is required to correct historical anomalies.
- h) The project work is complex and the project team are inexperienced in project work.
- i) Following data pass one (an extract of data from existing system transferred to new system) and given the volume of data to be migrated further data passes are required to ensure quality testing and performance is assured before go live.

1.6 Given the complex and technical nature of the service and the under investment in systems and process over a prolonged period of time the project has highlighted the impact of this under investment.

- 1.7 The project team has cleansed approximately 80,000 documents or data sets since the project commenced. This is an enormously time hungry and on- going task.
- 1.8 An increased budget was incorporated in the budget setting for 2022/23. This budget was £1.058m and was covered in the budget reports presented to Housing and Wellbeing Committee on 24 January 2022 and Policy and Finance Committee on 10 February 2022. Since this, a further £150k of required resource has been identified. Officers have identified available funding in other budgets and the additional requirement will be funded by virement increasing the overall project budget to £1.208m. This is explained in the Financial Implications paragraph 6.2.
- 1.9 The virement is to support additional resources both expert and local, to assist with progressing the project in line with the planned go live date.
- 1.10 As the project has progressed, and with the addition of the asset management module it has become apparent that the project requires more resource. Day to day demands within the Housing Service are taking resource from the project team. This is impacting on meeting deadlines and project progress. Project team members are regularly drawn into their previous roles and activities due to service demands and resource issues across the service.
- 1.11 The housing teams do not have embedded established processes that can be transferred into the new system. Therefore, process mapping and business activities are having to be documented on a regular basis as the project progresses. This is additional work and takes more time than if an established process was being provided from the housing teams.
- 1.12 We currently have a vacancy in the project team and this will reduce progress until the post is filled which is likely to take around two months. This will set us back, with additional time to bring a new team member on board and up to speed.
- 1.13 The project is progressing but slower than we had anticipated for the reasons outlined. The go live date remains at November 2022 although this will be under regular review.

2.0 PROPOSAL(S):

- 2.1 Housing & Wellbeing Committee note the progress of the project and approve the budget for delivery.

3.0 OPTIONS:

- 3.1 Not applicable.

4.0 CONSULTATION:

Has consultation been undertaken with	YES	NO
Relevant Town/Parish Council		✓

Relevant District Ward Councillors		✓				
Other groups/persons (please specify)	✓					
5.0 ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)	YES	NO				
Financial	✓					
Legal	✓					
Human Rights/Equality Impact Assessment		✓				
Community Safety including Section 17 of Crime & Disorder Act		✓				
Sustainability		✓				
Asset Management/Property/Land		✓				
Technology		✓				
Other (please explain)						
6.0 IMPLICATIONS:						
6.1 Legal – None identified						
6.2 <u>Financial</u>						
As discussed at paragraph 1.8, it has been necessary to review the budget for the project implementation. Officers will monitor the progress and costs of the implementation during the period outlined. An updated financial summary for the project is shown below:						
	2020/21 £'000	2021/22 £'000	2022/23 £'000	2023/24 £'000	2024/25 £'000	Total £'000
Capital Costs	37	263	505	186	0	991
Revenue Costs	0	47	56	57	57	217
Total	37	310	561	243	57	1,208
The funding includes a number of virements from other budgets. These are shown below:						
Budget	£'000					
Salaries	51					
Earmarked Reserve	71					
Interest on Borrowing	28					
New Burdens and Prevention Grant	109					
Total Virement to Project	259					

The virements will provide the necessary resource to support effective delivery of the project in the expected timeframe, while insuring day to day service provision is maintained. To ensure effective governance, this report recommends Member approval of the virements.

7.0 REASON FOR THE DECISION:

7.1 To update Members on the progress and financial commitments in implementing the replacement software.

8.0 BACKGROUND PAPERS:

8.1 October 2020 Cabinet Report;

8.2 2022/23 Budget Reports to Housing and Wellbeing Committee, 24 January 2022 and Policy and Finance Committee 10 February 2022.

ARUN DISTRICT COUNCIL

REPORT TO AND DECISION OF HOUSING AND WELLBEING SERVICES COMMITTEE ON 17 MARCH 2022

SUBJECT: LEISURE OPERATING CONTRACT UPDATE REPORT

REPORT AUTHOR: Robin Wickham, Group Head of Community Wellbeing
DATE: January 2022
EXTN: 01903 737835
AREA: Community Wellbeing, Services Directorate

EXECUTIVE SUMMARY:

Arun District Council has provided support to mitigate the impact of the COVID-19 pandemic on its leisure operating contract. This report provides an update on the financial year 2021/22.

RECOMMENDATIONS:

It is recommended that Housing and Wellbeing Committee agree that:

- a) £289,127 of COVID-19 contingency budget used to offset the anticipated income shortfall for 2021/22 from the Leisure Operating contract, subject to approval by the Policy and Finance Committee;
- b) The Council contribution be subject to Freedom Leisure paying the remaining balance of £432,090 due for 2021/22 as per the contract;
- c) From 2022/23, invoicing reverts to the arrangements in place before restrictions due to the pandemic were introduced; and
- d) The Policy and Finance Committee be requested to approve a virement of £289,127 from the COVID-19 contingency budget for 2021/22.

1. BACKGROUND:

- 1.1 The restrictions imposed by HM Government to contain the spread of COVID-19 has had a significant impact of the Council's leisure operating contract. From the end of March 2020 the leisure centres have been hampered by periods of closure and Covid-19 restrictions which have affected the pace of recovery (Appendix 1).
- 1.2 The Council has provided support to the leisure operating contract and sought HM Government grants to minimise the financial impact of the closures. Detailed

background information on the support provide may be found in the reports submitted to Full Council on 15 July 2020 and Cabinet meetings on 21 September 2020 and 14 December 2020.

- 1.3 In current financial year (2021/22) recovery has been stronger than forecast and Council has not been required to provide any financial support for operational losses as a consequence of the pandemic.
- 1.4 Freedom Leisure has made significant efforts to recover its business. Throughput at the leisure centres is steadily increasing and is now approximately 80% of the pre-pandemic total. This reflects the national picture whereby throughput averages 73.9% across all local authority leisure facilities (Sport England, November 2021). In Arun there has been strong performance in Learn to Swim programmes with registered numbers exceeding 100% of previous totals. Membership numbers have been slower to build and are approximately 79% compared to 2019/20.
- 1.5 The budgeted income from the leisure operating contract in 2021/22 is £864,180 (Operating Fee). Table 1 below sets out the financial implications in respect of the Council's treatment of the Leisure Operating Fee in 2021/22.

Table 1. Leisure Contract Financial Implications 2021/22

Period		Operating Fee Due	MHC & LG Compensation	COVID-19 Contingency	Operating Fee Payable
Q1	April to June	216,045	142,963	73,082	0
Q2	July to Sept	216,045	0	216,045	0
Q3	Oct to Dec	216,045	0	0	216,045
Q4	Jan to March	216,045	0	0	216,045
Total		864,180	142,963	289,127	432,090
Percentage			17%	33%	50%

- 1.6 In Quarter 1 the Council was able to offset its loss through the HM Government Income Compensation scheme. This scheme permitted the Council to claim back approximately 70% of the budgeted income from the leisure operating contract amounting to £142,963. It is proposed that £73,082 of the Council's COVID-19 contingency budget is used to meet the balance of the operating fee due in Quarter 1.
- 1.7 It is also proposed that the COVID-19 contingency budget is used to offset the Operating fee due in Quarter 2.
- 1.8 Freedom Leisure has achieved operating surpluses in the months to November to fully meet the leisure operating fee due in Quarter 3. The forecast for the remainder of 2021/22 is that the recovery will continue and that Freedom Leisure will also meet its contractual obligation in Quarter 4.
- 1.9 With Freedom Leisure achieving operating surpluses it is anticipated that normal contractual payments will resume in 2022/23. However, the impact of rising utility prices and cost of living increases, which are outside both Freedom Leisure and the Council's control may pose future risks to the contract. These cannot be quantified at present.

<p>1.10 Members will be aware of the significance of the revenue generated by the leisure operating contract. Between 2016 and 2020 the contract generated payments to the Council of £2,671,500. The remaining four years of the original term (2022 to 2026) the sums due to the Council will exceed £4,000,000.</p> <p>1.11 In conclusion, Arun District Council took a decisive decision at the start of the pandemic to support its leisure operating contract. The contract is commercially beneficial to the Council and the operator has a track record in delivery. Like many authorities, Arun has provided financial support to cover the net operating costs of its facilities during the worst of the pandemic but it did not waive its contractual losses. The proposal to utilise COVID-19 contingency budget to mitigate some of the irreconcilable losses incurred will allow Freedom Leisure to continue to rebuild its customer base without compromising service levels.</p>																													
<p>2. PROPOSAL(S):</p> <p>2.1 It is proposed that the Housing and Wellbeing Services Committee endorse the Financial Implications as detailed in Table 1 - Leisure Contract Financial Implications 2021/22.</p>																													
<p>3. OPTIONS:</p> <p>3.1 To support the recommendation as set out in the report (preferred option); or</p> <p>3.2 Require Freedom Leisure to meet its contractual obligation in full in 2021/22 without COVID-19 contingency funding; or</p> <p>3.3 Write off the debt.</p>																													
<p>4. CONSULTATION:</p> <table border="1"> <thead> <tr> <th>Has consultation been undertaken with:</th> <th>YES</th> <th>NO</th> </tr> </thead> <tbody> <tr> <td>Relevant Town/Parish Council</td> <td></td> <td>✓</td> </tr> <tr> <td>Relevant District Ward Councillors</td> <td></td> <td>✓</td> </tr> <tr> <td>Other groups/persons (please specify)</td> <td></td> <td>✓</td> </tr> </tbody> </table>			Has consultation been undertaken with:	YES	NO	Relevant Town/Parish Council		✓	Relevant District Ward Councillors		✓	Other groups/persons (please specify)		✓															
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Technology		✓																											
Other (please explain)																													

6. IMPLICATIONS:

Financial: As stated above, the Council expects to receive £142,963 compensation from DLUHC (formerly MHCLG). The Council proposes to apply £289,127 of further funding received from HM Government to offset the projected under achievement of income for the year. The recommendation would result in a payment of £432,090 being due to the Council from Freedom Leisure for 2021/22. From April 2022, it is expected that contract payments will revert to the contractual amount due, assuming there are no further restrictions imposed by government

Legal: The leisure operating contract is subject to two Letters of Variation reflecting the Supplier Relief due to COVID-19.

7. REASON FOR THE DECISION:

To safeguard the Councils leisure operating contract and facilitate a full business recovery in Arun

To serve the health and wellbeing needs of the community

8. BACKGROUND PAPERS:

- Decision Taken under Officer Scheme of Delegation – Financial Support to Freedom Leisure (16 April 2020)
- Full Council Decision (15 July 2020)
- Cabinet Decision C/009/21092020 (21 September 2020)
- Cabinet Decision C/037/14122020 (14 December 2020)
- [Procurement Policy Note 02/20 Supplier Relief due to COVID-19](#)

- Letters of Variation - Supplier Relief due to COVID-19



Contract Variation
May 2020 - COVID-1



Contract Variation
August 2020 - COVII

Appendix 1

Lockdown Periods

Lockdown 1	21 March to 24 July 2020	Centres Closed
Lockdown 2	5 November to 1 December 2020	Centres Closed
Lockdown 3	25 December 2020 to 11 April 2021	Centres Closed

Recovery Periods

Recovery 1	25 July 2020	restricted swim and gym only
Recovery 2	2 December 2020	restricted swim and gym only
Recovery 3	Phase 1 12 April: Phase 2 17 May: Phase 3 19 July:	restricted swim and gym only restricted swim, gym and classes restrictions relaxed

Plan B

8 December 2021: face coverings required in public spaces
19 January 2022: face coverings relaxed in public spaces

COVID Restrictions End

24 February 2022

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ARUN DISTRICT COUNCIL

REPORT TO AND DECISION OF HOUSING & WELLBEING COMMITTEE ON 17 MARCH 2022

SUBJECT: Partnership Agreement - Public Health Wellbeing Programme

REPORT AUTHOR: Georgina Bouette, Communities & Wellbeing Manager
DATE: 28 February 2022
EXTN: 01903 737605
AREA: Community Wellbeing

EXECUTIVE SUMMARY: The West Sussex Wellbeing Programme is a partnership between West Sussex County Council Public Health Department and the seven District and Borough Councils of West Sussex. Since 2009, Arun District Council has delivered a prevention and wellbeing service (Arun Wellbeing) under this agreement which provides a service that focuses on addressing local health inequalities. This report seeks authority to enter into a new five-year funding and partnership agreement with West Sussex County Council to enable continuation of the Wellbeing Programme in Arun.

RECOMMENDATIONS:

It is recommended that the Housing and Wellbeing Committee:

- a) Agree to enter into the Partnership Arrangement Agreement to deliver the Public Health Wellbeing Programme in Arun for the period 1 April 2022 to 31 March 2027 with West Sussex County Council.
- b) Note the financial contribution of £414,024 per annum from West Sussex County Council Public Health Grant for the duration of the five-year agreement to deliver the Arun Wellbeing Programme.
- c) Agree to allocate from the financial contribution £30,000 grant funding per year to deliver a Falls Prevention programme with local partners AgeUK and Freedom Leisure and £10,000 to Freedom Leisure to deliver an activities programme per annum, subject to satisfactory performance and available funding.

1. BACKGROUND:

- 1.1 The West Sussex Wellbeing Programme is a partnership between West Sussex County Council Public Health department and the seven District and Borough Councils in West Sussex. Each area currently delivers a local Wellbeing Programme under a three-year Partnership Agreement. The current agreements will end on 31 March 2022 and a new five-year arrangement will commence from 1 April 2022.
- 1.2 The annual allocation for the Arun Wellbeing Programme (2021/22) is currently £414,024. This sum has been budgeted for the delivery of the 2022/23 programme.
- 1.3 The West Sussex Wellbeing Programme is developed by Public Health in partnership with the District and Borough Councils. Its stated aim is to provide an 'adult health improvement and prevention programme delivered at scale, focussed on modifiable risk factors and supporting wellbeing for all adults who live and/ or work in West Sussex'. The Programme is integral to the West Sussex Joint Health and Wellbeing Strategy and has flexibility, so each District and Borough Council can focus on local health inequalities.
- 1.4 The West Sussex County Council (WSSC) decision report "Future arrangements for the West Sussex Wellbeing Programme" (October 2021) outlines that each authority will provide:
 - 1.4.1 A prevention service delivering advice, information and support which can be accessed by the population who need them to meet their health and wellbeing needs through preventing risk factors for cardiovascular disease (CVD), diabetes type 2, stroke and preventable cancers by supporting at-risk residents to change their behaviour and live healthy lifestyles.
 - 1.4.2 This is achieved through a variety of approaches encompassing introducing residents to physical activity, providing healthy eating advice, support to stop smoking and reduce alcohol.
 - 1.4.3 Targeted activity to those considered to be in greatest need based on locally available data sources and intelligence, with a focus on deprived wards.
 - 1.4.4 Help local communities recover from the impact of the Covid-19 pandemic through supporting them to improve their health.
- 1.5 Local priorities are mutually agreed in consultation with Public Health and are derived from a range of data and information of which the Annual Local Authority Health Profile is a key document. The latest profile (2019) states that the priorities in Arun to tackle health inequalities include reducing smoking and alcohol related harm and increasing the prevalence of healthy weight.
- 1.6 The Arun Wellbeing Programme has been agreed with Public Health and is outlined in **Appendix A**. The service will focus on:
 - 1.6.1 The risk factors for cardiovascular disease and preventable cancers by

supporting residents to change their behaviours to promote and encourage healthy lifestyles (e.g., providing healthy eating advice, one to one motivational sessions and NHS Healthchecks).

1.6.2 Delivering information and signposting to promote wellbeing and lifestyle changes (e.g., telephone, email, website and face to face meetings).

1.6.3 Deliver targeted work with the following communities to tackle and reduce health inequalities:

- Focusing programme delivery within deprived Arun wards: Courtwick with Toddington, River, Bersted, Marine, Pevensey and Hotham
- Central and Eastern European Communities
- Workplaces

1.6.4 Work with partners to raise awareness and improve pathways into and from the Arun Wellbeing service through the Arun Local Community Network and other partners in the district.

1.7 The Programme will be subject to ongoing monitoring by WSCC Public Health as part of wider accountability for the use of the public health grant. The Housing & Wellbeing Committee will receive information and update reports at appropriate intervals.

2. PROPOSAL(S):

It is proposed that the Housing and Wellbeing Committee:

- a) Agree to enter into the Partnership Arrangement Agreement to deliver the Public Health Wellbeing Programme in Arun for the period 1 April 2022 to 31 March 2027 with West Sussex County Council.
- b) Note the financial contribution of £414,024 per annum from West Sussex County Council Public Health Grant for the duration of the five-year agreement to deliver the Arun Wellbeing Programme.
- c) Agree to allocate from the financial contribution £30,000 grant funding per year to deliver a Falls Prevention programme with local partners AgeUK and Freedom Leisure and £10,000 to Freedom Leisure to deliver an activities programme per annum, subject to satisfactory performance and available funding.

3. OPTIONS:

- 1) To approve the proposal to enter into the Partnership Arrangement Agreement for the Arun Public Health Wellbeing Programme with funding from West Sussex County Council.
- 2) Not to enter into the Partnership Arrangement Agreement to deliver an Arun Public Health Wellbeing Programme.

4. CONSULTATION:		
Has consultation been undertaken with:	YES	NO
Relevant Town/Parish Council		✓
Relevant District Ward Councillors		✓
Other groups/persons (please specify)		✓
5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)		
Financial	✓	
Legal	✓	
Human Rights/Equality Impact Assessment		✓
Community Safety including Section 17 of Crime & Disorder Act		✓
Sustainability	✓	
Asset Management/Property/Land		✓
Technology		✓
Other (please explain)		
6. IMPLICATIONS:		
Financial:	The Arun Wellbeing Programme is funded by Public Health West Sussex and Arun District Council allocates resources to support delivery. Any future reduction in funding would result in a proportionate loss of service delivery unless an alternative source of funding were found. If funding for the service is cut by West Sussex County Council in the future, Arun will be liable for potential redundancy costs.	
Legal:	Legal Services will be required to review the Partnership Agreement and specification before the Council enters into the agreement	
Sustainability:	This programme requires external funding to enable its continuation	

7. REASON FOR THE DECISION:
To enable the continuation of the Wellbeing programme in Arun.

8. BACKGROUND PAPERS:
West Sussex County Council Key Decision Report (October 2021): Future arrangements for the West Sussex Wellbeing Programme

Appendix A

Arun Wellbeing Programme Business Plan 2022 – 2027

Annual Funding allocation	£323,363
% increase or decrease from 2021/22	0%
NHS Health Check & Smoking Cessation	£47,804
Alcohol Extended Brief Intervention Service	£42,857
TOTAL	£414,024

1. Local health and wellbeing picture

Health in summary

The health of people in Arun is varied compared to the England average. Life expectancy for both men and women approximates to the national average but there is a large disparity between life expectancy of those living in the most deprived wards compared to those living in the least deprived – 11 years lower for men and 9.8 years lower for women. Smoking prevalence in adults decreased slightly on the previous period and is slightly higher than the regional indicator but lower than the national average.

Adults:

- The rate of alcohol-related harm hospital stays is 716 per 100,000 population, which is worse than the England average. This represents 1,220 stays per year
- 28.5% of Arun's adult population is physically inactive (Active Lives Survey May 2020)
- Early deaths from cardiovascular diseases are similar to the national average at 67.4 per 100,000 of the population
- Smoking prevalence in adults is slightly lower than the national average (12.9% compared to 14.4% nationally), but more prevalent in routine and manual occupations (26.8% compared to 25.4% nationally)
- Levels of smoking in pregnancy are worse than the England average.
- Mortality rate from cancer is slightly higher than the national average at 138.3 per 100,000 of the population
- Hip fracture rates in those aged 65+ are higher than the national average at 600 per 100,000 compared to 558 per 100,000 in England as a whole.

Local Priorities

Engagement with the new and developing Arun Local Community Network (replacing the previous Arun and Health Wellbeing Partnership), Arun District Council staff members and councillors, Arun Wellbeing project providers, Public Health colleagues, Clinical Commissioning Groups, and Primary Care Networks and voluntary sector partners has defined the local priorities below for the service:

1. **Healthy Weight**

- 70.7% of adults in the Arun District are classified as overweight or obese; higher than the England average of 62%
- Healthy Weight interventions form the core service of the Arun Wellbeing programme,

through brief and extended interventions carried out by Wellbeing Advisers.

Projects which support this priority area include WISE (Weight Information Sensible Eating), Wellbeing Workplace, Wellbeing Active, Pre-Diabetes Programme and alcohol brief intervention.

2. **Cardiovascular Disease, Respiratory Disease, Stroke and Cancer – prevention of risk factors**

- 66.3 per 100,000 population aged below 75 are recorded for mortality relating to cardiovascular disease
- 138.3 per 100,000 population aged below 75 are recorded for mortality relating to cancer

Lifestyle and behaviour change interventions support residents to reduce their risk factors for cardiovascular disease, stroke, and preventable cancers.

Lifestyle and behaviour change form the core service of the Arun Wellbeing programme, through brief and extended interventions carried out by Wellbeing Advisers including delivery of smoking support and NHS Health Checks. Associated projects supporting this priority are: WISE (Weight Information Sensible Eating), Wellbeing Workplace, Wellbeing Active, Pre-Diabetes Programme, Falls Prevention, and alcohol brief intervention.

4. **Tackling Inactivity and preventing falls**

- 25.5% of the nation's adult population is physically inactive, with 18.7% of Arun's population falling into this category (Active Lives Survey 2019/20 & West Sussex Life 2017-19).
- Approximately 35% of Arun residents aged 65+ are expected to fall each year and because of the growing older populations throughout Arun and West Sussex, the number of people suffering a fall that leads to hospital admission is expected to rise by 12% (West Sussex Life 2018).

Lifestyle and behaviour change form the core service of the Arun Wellbeing programme, through brief and extended interventions carried out by Wellbeing Advisers. Projects which support this priority area include WISE (Weight Information Sensible Eating), Wellbeing Workplace, Wellbeing Active, Falls Prevention.

5. **Wellbeing in Work**

- Nationally, the annual economic costs of sickness absence are estimated at £29 billion, with £8 billion of this identified as being as a direct result of cardiovascular disease. Every year, 140 million working days are lost to sickness absence, and promoting good health at work can see a 25-40% reduction in absenteeism. Physical activity programmes at work have been found to reduce absenteeism by up to 20%. (Dame Carol Black 2011; British Heart Foundation - *Health at Work Infographic*).
- 77.8% of Arun's population aged between 16-64 are employees (66,000 people)

Lifestyle and behaviour change form the core service of the Arun Wellbeing programme, through brief and extended interventions carried out by Wellbeing Advisers.

The principal project supporting this priority area is Wellbeing Workplace, other projects which support it include WISE (Weight Information Sensible Eating), Wellbeing Active, Pre-Diabetes Programme.

References:

Local Authority Health Profile 2019

West Sussex Joint Strategic Needs Assessment Summary 2019/20

West Sussex County Council Annual Public Health Report 2019/20

West Sussex Life 2017-19

Nomis Labour Market Profile 2017-18

Active Lives Survey May 2019/20 Report

2. Programmes on offer 2022/23

The Arun Wellbeing programme will adopt a specific and targeted focus on working in areas of greatest need within the district to maximise impact and positive outcomes to tackle and reduce health inequalities and help communities recover from the effects of coronavirus through offering healthy lifestyle advice. This comprises of three complimentary approaches:

1) Promoting and actively working with and supporting residents to participate in the following programmes to achieve good public health outcomes:

In-House

- Wellbeing Checks
- NHS Health checks
- Smoking Cessation
- Weight Management
- Alcohol Support

Partnership

- Active with Freedom Leisure
- Falls Prevention (AgeUK and Freedom)

Service Delivery

- A hybrid model will be available for clients to select their preferred delivery method, to suit their individual needs and circumstances: face to face, virtual platforms and telephone.
- Designated Wellbeing staff will be co-located in the Bersted and Courtwick with Toddington community centres and other team members will deliver community outreach, in partnership with local organisations where available at minimal or nil cost (e.g., workplaces and leisure centres).
- When available, service delivery will recommence using Council offices to reduce accommodation costs (Civic Centre in Littlehampton and Bognor Regis Town Hall)
- These are subject to change dependent on current coronavirus government guidance.

2) Targeted work with the following communities to tackle and reduce health inequalities

- **Workplaces:** to engage and work with a wide variety of small and medium business including organisations within the community and voluntary sector to improve the health and wellbeing of the workforce (paid and voluntary) across the

district. This will capture young and working age adults and emphasise participation of men. This will incorporate elements of sustainability through the introduction of workplace health champions, supported by the programme.

- **Central and Eastern European Wellbeing Adviser:** development of dedicated bi-lingual Wellbeing Adviser to build relationships with these local communities, increase access and engagement with Wellbeing services.
- **Courtwick with Toddington:** co-location of programme delivery supported through close working with the Arun Community Engagement Officer, located at Chilgrove House (ADC community asset) to improve residents' engagement and participation with the Wellbeing offer in this key area of health inequality.
- **Bersted:** co-location of programme delivery supported through close working with the Arun Community Engagement Officer, located at Bersted Green Learning Centre (ADC community asset) to improve residents' engagement and participation with the Wellbeing offer in this key area of health inequality.
- **River, Marine, Pevensy and Hotham:** focused Wellbeing programme delivery within these top 20% deprived Arun community areas to achieve greatest positive impact to improve health and wellbeing outcomes. Achieved through increased uptake and participation of these community members in Wellbeing programmes

3) Targeted work with local partners to raise awareness and improve pathways into Wellbeing service:

- **Arun Local Community Network:** work in partnership to compliment, strengthen and promote uptake of Wellbeing services through utilising existing local networks and connectors. Key stakeholders include: primary care networks, clinical commissioning groups, social prescribers, statutory partners such as adult and children social care, local voluntary and community organisations, local mental health services, carers support and housing providers.
- **Arun Community Champions:** work with existing volunteer champions and partners to develop local community wellbeing champions that are advocates of service and promote offer through grassroots and peer networks.

3. Addressing inequalities

From 2022 to 2027 the Wellbeing programme will focus on three key areas of health inequalities in the district to improve access and engagement with the services available and contribute to alleviating some of the effects of coronavirus:

- 1) Targeted work in Courtwick with Toddington
- 2) Targeted work in Bersted

Courtwick with Toddington and Bersted have been identified and agreed as key areas of health inequalities by the Arun Local Community Network. Therefore, aligning the Wellbeing programme with ongoing partnership work in these specific areas will enable the service to build and utilise existing community and professional networks to increase participation in wellbeing services. It will enable the wellbeing programme to draw on other partnership resources to compliment and strengthen service delivery in these key

areas which are the most deprived in Arun (and the most deprived in West Sussex and nationally). This work will be reviewed annually.

3) Targeted work with central and eastern European communities

These communities are mostly invisible to statutory and non-statutory services but learning through the Arun Covid Community Champions work and with colleagues in the Council's Environmental Health team throughout the covid pandemic has highlighted that they would benefit from accessing the Wellbeing programme. Therefore, a dedicated, bi-lingual Wellbeing Adviser will support this specific activity to understand the access and cultural needs of these communities and deliver tailored wellbeing programmes to increase participation and improved healthy lifestyles. This work is both incremental and developmental hence why it is included in the five-year plan.

The 2022 – 27 Arun Wellbeing programme emphasises and prioritises:

- Delivery of healthy lifestyle programmes that will help our communities recover from the impact of coronavirus: NHS Healthchecks, Smoking Cessation, Alcohol, and weight management.
- Targeted working in our most deprived areas in Arun: Courtwick with Toddington, River, Bersted, Marine, Pevensey and Hotham.
- Improving access and participation from Central and Eastern European communities in Wellbeing Services
- Increasing engagement and positive outcomes for our local workforce (paid and voluntary).
- Supporting, nurturing and developing strong and mutually beneficial local working relationships with our partners (statutory, non-statutory, community and voluntary sector) to deliver services that improve health outcomes for our local communities. This could include opportunities to lever in additional funding (external or in kind) that directly contributes to enhancing the Wellbeing programme.

7. Links with Partners

The Arun Wellbeing Programme will build positive, productive working relationships and partnerships for mutual benefit. These will improve programme access, participation and outcomes for residents to improve their health (in line with the focus in this business plan).

Strategic Partnerships

Arun Local Community Network: the local partnership that is focused on tackling and reducing health inequalities, this is the strategic platform in which to raise awareness of the Wellbeing programme and work with other local health partners. The Wellbeing programme can access and unlock a wide variety of networks and pathways through the Arun Local Community Network including dedicated working groups that address food insecurity and poverty (Arun & Chichester Food Partnership), financial inclusion (Arun Financial Impact Group) and cancer screening uptake.

Key Local Partners include:

- Primary Care Networks and GP surgeries
- Pharmacies
- Social Prescribers
- Arun Community Engagement Project
- Arun Business Partnership
- Freedom Leisure including the Active Communities Project
- Carers Support
- Homeless Charities
- Aldingbourne Trust
- AgeUK
- Freedom Leisure
- Voluntary Action Arun & Chichester
- Citizen Advice
- Littlehampton and Bognor Regis Pathfinders
- Early Help (WSCC)

Key Council Partners include:

- Community Engagement Team
- Community Wardens and Community Safety Team
- Communication and Design
- Safeguarding
- Lifeline
- Parks and Open Spaces
- Housing (e.g., provision of two community assets at nil cost for use by Wellbeing services)

7. Governance and Accountability

Governance and Wellbeing service updates are provided through Arun District Council's Housing & Wellbeing Committee.

Reporting Lines:



ARUN DISTRICT COUNCIL

REPORT TO HOUSING AND WELLBEING COMMITTEE ON 17 MARCH 2022

SUBJECT: Community Wardens

REPORT AUTHOR: Dax O'Connor, Community Safety Officer

DATE: 28 February 2022

EXTN: 37834

AREA: Community Wellbeing

EXECUTIVE SUMMARY:

This report examines the progress and performance of the Community Warden project since its inception in April 2021. Consideration is given to the performance of the team and the impact that the project has on the local community. Details are set out for the continuation of the project with the proposal for extending the scheme to Bognor Regis.

RECOMMENDATIONS:

It is recommended that the Housing and Wellbeing Committee:

1. Approve the continuation of the Littlehampton Community Warden project within the allocated budget.
2. Authorise the Group Head of Community Wellbeing to scope and agree the implementation of a Bognor Regis Community Warden project.

1. BACKGROUND:

1.1. On 24 January 2022 the Housing & Wellbeing Committee agreed its recommended Budget for 2022/23. Provision was made for continued funding of the Community Warden project in Littlehampton beyond September 2022. Additional funds were also identified to extend the scheme to Bognor Regis.

1.2. Full Council approved the budget on 23 February 2022. This contained the following financial provision for Community Warden schemes:

2022/23	£100,000
2023/24 onwards	£270,000 per annum subject to satisfactory performance and budgetary approval.

- 1.3. Funding for both schemes is provided by the Council on a match-funding basis. It is intended that stakeholders will provide at least an equal funding contribution to enable the schemes to be successful.
- 1.4. Littlehampton Town Council has committed to continue to match fund the existing scheme in Littlehampton and budgeted appropriately for this purpose.
- 1.5. Littlehampton Town Council's Town Clerk has provided the following information:-

Littlehampton Town Council is pleased to be able to confirm that it has agreed funding for the continuation of the Community Warden scheme. It has already proven to be a very significant asset for the town and our expectation is that this will continue to grow. It is another excellent example of how partnership working can truly deliver tangible benefits to local people where any one Council might balk at the risk. Continuation of the scheme also gives the project the opportunity to look at other partners, such as parishes, that could greatly reduce the longer term financial impact and also fully demonstrate its importance and relevance.
- 1.6. Formal discussions have not taken place with stakeholders in Bognor Regis, but it is proposed that a scoping exercise is carried out to ascertain the potential and viability of introducing a Community Warden scheme in the town.

Service delivery

- 1.7. The purpose of Community Wardens is to provide resilience, reassurance, and confidence to communities across the whole of Littlehampton. Community Wardens are not a replacement for Police resources or responsibilities - they do provide a valuable role in sharing intelligence and witness statements to help Police in tackling crime. They do not have powers of arrest.
- 1.8. The service delivery model in Littlehampton provides three full-time officers who are currently employed on 18-month temporary contracts. Oversight of the team is provided by Arun's Community Safety Officer.
- 1.9. Three full time Wardens gives the team capacity to patrol a wide range of locations across the town on a regular basis. Use of three team members also ensures service continues when annual leave and sickness occur.
- 1.10. Community Wardens work 37 hours per week, operating flexible shifts between 7.30am to 6.00pm Monday to Friday. Work outside of these hours is carried out where a need is identified. For example, where reports of regular anti-social behaviour are identified at a weekend or evenings, the team will respond as needed. The team also attend town events which often fall beyond standard operational times and days.
- 1.11. Management of the Community Wardens sits with the Council's Community Safety team. This allows officers to liaise closely with anti-social behaviour caseworkers, and to build on the established relationships with our partners.
- 1.12. Community Wardens deliver their service by way of highly visible engagement with the communities they serve. From the outset, the team have ensured that they undertake extensive foot patrols across all wards of Littlehampton, and that they are accessible.
- 1.13. Community Safety Accreditation Scheme (CSAS) status has been awarded to

the Council by Sussex Police. This was a direct result of the Community Warden scheme being set up. Low level enforcement powers have been given and relevant training completed by officers.

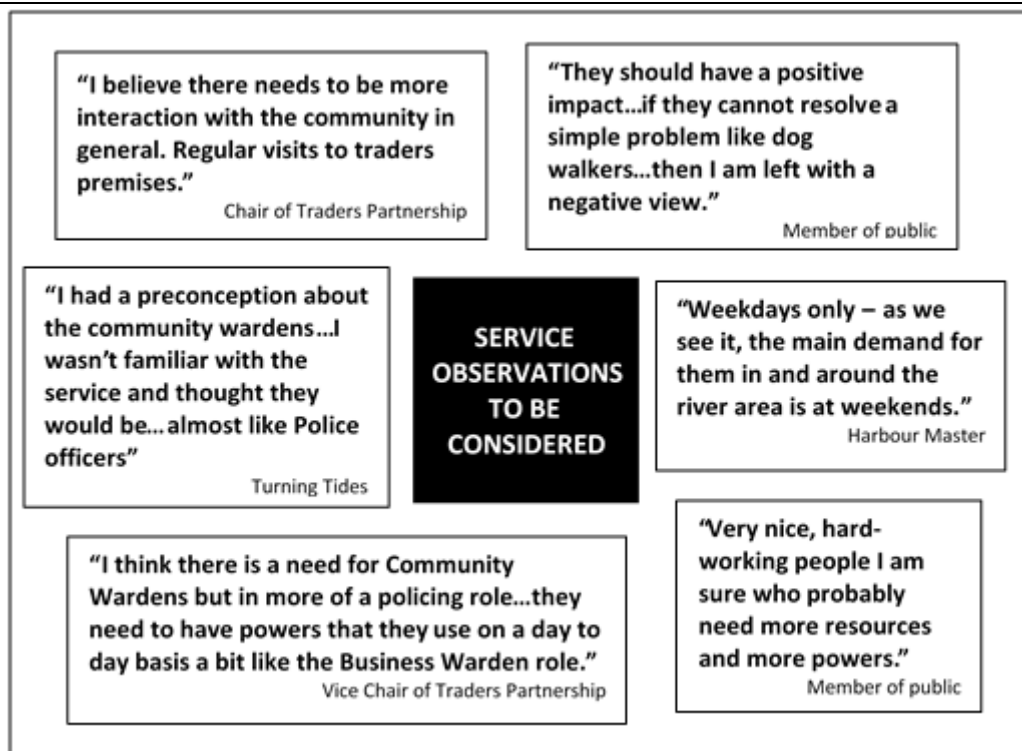
- 1.14. It is important to note that Community Wardens are not a replacement for Police resources in addressing crime.
- 1.15. Performance data, examples of public engagement activities, and principles of the service are provided at **Appendix A**.

Service user feedback

- 1.16. Feedback has been sought from a range of service users, including statutory partners, community groups, and members of the public. Below are examples of some of the comments received:



- 1.17. It is important to consider and learn from all feedback, including comments that may be less favourable, when shaping the future of the scheme.



Continuation of Community Wardens in Littlehampton

- 1.18. It is proposed that the Littlehampton Community Warden scheme continues and will:
- remain part of the Community Safety team within the District Council.
 - principally be based at the Civic Centre but will utilise other facilities such as Chilgrove House in Wick to maintain the work they have done in that area.
 - continue to provide a highly visible presence in all areas of Littlehampton.
 - undertake all key elements of the role set out in Appendix A.
- 1.19. The team will also build on the initial foundations laid by delivering a range of community engagement and safety awareness initiatives. These will include advice workshops such as crime prevention, fire safety, personal safety, and bike/property marking events.
- 1.20. Detailed consideration will be given to service user feedback received, particularly enhancing relationships with businesses, reviewing working hours to facilitate officer presence at key times of the day/week, and assessing the enforcement element of the service. Where appropriate, improvements to the operation of the service will be identified and implemented.
- 1.21. Work will also be undertaken to better communicate the role of the Community Wardens particularly through social media where there may be a misconception of their role. Previous promotion of the scheme and responsibilities in local press, the Town Council's 'Progress' newsletter, and various social media posts will be revisited. Other forms of communication with the public will also be reviewed. Monthly drop-in sessions will continue, and we encourage anyone to come along and speak with the team and to voice their community concerns.

Expansion of Community Warden scheme to Bognor Regis

- 1.22. It is recognised that the current Community Warden service provides a designated scheme for Littlehampton only. The Housing and Wellbeing Committee has expressed a wish for a similar service in Bognor Regis.
- 1.23. The budget approved as set out in section 1.2 of this report provides funding for the scheme to be extended to Bognor Regis. This is on the provision that match funding is available from other stakeholders, as is the case with the Littlehampton scheme.
- 1.24. It is proposed that a similar scheme is scoped with appropriate third parties and include issues that may be specific to the location. This will include both Bognor Regis Town Council and Bognor Regis Business Improvement District. It is also proposed that authority is given to the Group Head of Community Wellbeing to implement a Community Warden project in Bognor Regis with agreed third party funding.

2. PROPOSAL(S):

It is proposed that the Housing and Wellbeing Committee:

1. Approve the continuation of the Littlehampton Community Warden project within the allocated budget
2. Authorise the Group Head of Community Wellbeing to scope and agree the implementation of a Bognor Regis Community Warden project.

3. OPTIONS:

The following options were considered when assessing the Littlehampton Community Warden scheme:

3.1. Reducing or increasing staffing levels

This was dismissed in consultation with the Littlehampton Town Clerk. It is felt that reducing the number of Community Wardens will adversely impact the service provided. In addition, cover will be significantly reduced when annual leave and sickness occurs.

Costs currently restrict an increase in officers.

3.2. Increasing enforcement activity

Community Wardens do enforce the Public Spaces Protection Order in line with the Council's directions, as well as carrying out anti-social behaviour interventions. They do not have extensive enforcement responsibilities and do not replace Police resources in directly tackling crime.

Without power of arrest or the resources to issue a large number of fixed penalty notices, it would not be appropriate to raise public expectation of enforcement when this cannot reasonably be carried out.

The following options have been considered in assessing the extension of a Community Warden scheme to Bognor Regis:

3.3. Funding

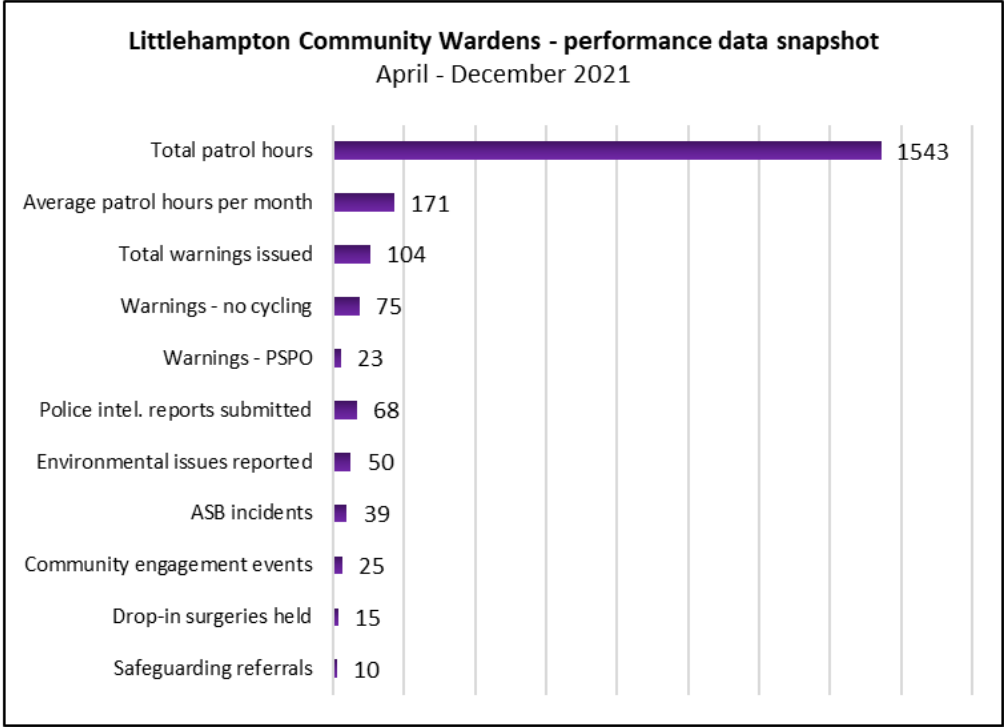
The Housing and Wellbeing Committee has identified funding for a Bognor scheme. It should be noted that currently there is no confirmation of match

<p>funding available from other sources. Officers must undertake consultation with relevant stakeholders before a decision can be taken on whether the scheme can be introduced.</p> <p>If match funding is not available, the matter will need to be referred back to this Committee.</p>		
4. CONSULTATION:		
Has consultation been undertaken with:	YES	NO
Relevant Town/Parish Council	✓	
Relevant District Ward Councillors		x
Other groups/persons (please specify)		x
5. ARE THERE ANY IMPLICATIONS IN RELATION TO THE FOLLOWING COUNCIL POLICIES: (Explain in more detail at 6 below)		
Financial	✓	
Legal	✓	
Human Rights/Equality Impact Assessment		x
Community Safety including Section 17 of Crime & Disorder Act		x
Sustainability		x
Asset Management/Property/Land		x
Technology		x
Other (please explain)		x
6. IMPLICATIONS:		
<p>Financial: funding of £100,000 for the scheme is included in the 2022/23 budget, agreed by Full Council on 23 February 2022. The funding for future years will be considered by Members as part of the budget setting for those years.</p> <p>Legal: a service level agreement between Arun DC and funding partners will be required regarding partnership funding and service provision.</p>		
7. REASON FOR THE DECISION:		
<p>To deliver a Community Warden scheme in both Littlehampton and Bognor Regis, providing a resource to build and support resilient communities and reduce anti-social behaviour.</p>		
8. BACKGROUND PAPERS:		
<p>H&W Committee 24.01.2022</p>		

Appendix A - Littlehampton Community Wardens

Performance data

Below is a snapshot of recorded activity carried out by the Community Wardens to end of December 2021.



Examples of public engagement activities

- Organised litter pick in Wick, in partnership with the Council’s Housing team and Morrisons Community Champion.
- Fire safety and community engagement events with the local fire station.
- Fly-tipping ‘amnesty’ in Wick after Christmas - provision of a waste collection truck allowing residents to get rid of various bulky items.
- Attendance at primary school assemblies (YRs 5 and 6) to engage with pupils about emerging anti-social behaviour trends.
- Regular public drop-in sessions.
- Family Halloween event in Wick including children’s fancy dress and pumpkin carving competitions.
- Engagement with young people, including close working with Arun Youth Projects and participation in their organised youth activities. Additional one-to-one early interventions with young people.
- Digital inclusion workshops at Age UK.
- Attendance at public events including the Town Show, Screen on the Green, Sandcastle competition, Skate Jam (opening of the new skate park), and the town centre Christmas light switch-on.

Purpose of the Community Warden scheme

Key principles of the scheme are to:

- provide a highly visible presence and regular foot patrols across all wards of the town.
- form close working relationships with the neighbourhood policing team and community groups to identify and reduce anti-social and nuisance behaviour.
- work to address the fear of crime.
- share intelligence with relevant partner agencies, including the Police, and provide witness statements where necessary.
- offer support to young people and establish suitable activities and signposting to youth groups/services.
- identify at risk people, communities and groups and work closely with agencies to address concerns.
- offer crime prevention and fire safety advice.
- actively enforce the Public Spaces Protection Order.
- develop and deliver community development activities and participate at local events.

By engaging with the public and community groups Community Wardens are able to answer queries about a range of local issues at first point of contact. They also signpost people to relevant local services, receive and action reports of community concerns, and respond to real-time incidents.

Opportunities to engage with the community also include the hosting of drop-in sessions, allowing the team to speak directly with members of the public. These have been held at Morrisons, The Wave, and the library.

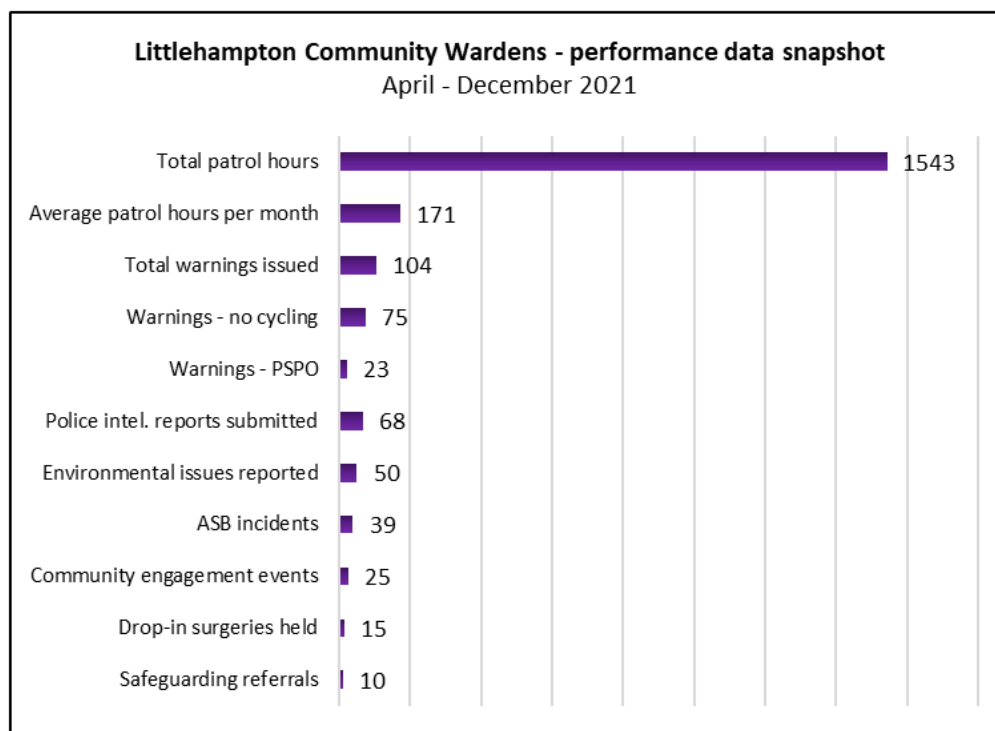
Due to their presence across Littlehampton, they often become aware of community tensions, hotspot locations, and individuals engaging in nuisance behaviour at an early stage. They then share intelligence with appropriate agencies, helping to shape local responses, preventing situations escalating into more serious and widespread problems.

These steps have embedded the principles of the scheme into the community and the consciousness of partner agencies. There is an expectation that the scheme further progresses to deliver activities and initiatives that provide reassurance to the wider community. This is a function that the team are developing at pace with a range of ideas and subject matter being considered. The priority being that initiatives must deliver for the good of Littlehampton.

Littlehampton Community Wardens

Performance data

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ARUN DISTRICT COUNCIL COUNCILLOR FEEDBACK REPORT FROM OUTSIDE BODIES

Report to Housing and Wellbeing Committee – 17 March 2022

Name of Meeting:	Sussex Police & Crime Panel
Date of Meeting:	28 January 2022
Report by:	Councillor Jacky Pendleton
Committee:	Housing & Wellbeing Committee

Stop & Search

28% of 'Stop & Search' interactions have had an outcome

72% required no further action.

An ethnic panel within Sussex Police ensures there is no discrimination taking place with these Stop & Search exercises and they scrutinise the statistics

Police Apprenticeship Schemes and traditional entry programmes

There is a new structure called Policing Education Qualifications Framework (PEQF) which replaces the previous Police Learning and Development Programme(IDLDP).

The opportunities available are:

1. Degree Holder Entry Programme (DHEP)

A pre-join degree-holder entry route for those who have a degree in any subject other than the accredited degree in professional policing below.

These recruits will be required to achieve a graduate diploma in professional policing practice as well as work-based competence requirements while they are on probation for 2 yrs. Generally enter at Detective level. Starting salary of £20K approx..

2. A pre-join degree in Professional Policing

A self-funded pre-join undergraduate degree in professional policing, accredited by the College of Policing, which will not require any additional academic accreditation for the recruit. The probationary period is 2 yrs, with a shorter on-the-job training programme to satisfy the work-based competence requirements. Generally enter at Detective level. Starting Salary of £23K approx..

3. Police Constable Degree Apprenticeship (PCDA)

A PCDA will enable those who join without a degree to study for a policing degree while on probation. These recruits will be required to achieve this, along with satisfying work-based competence requirements, within a 3 yr probation period. Starting salary of £18K approx.

4. Other routes of Entry

Routes currently being developed include - specialist detective entry routes (or fast-track or direct detective entry routes) and neighbourhood policing routes.

Since Dec 2019, there have been 367 new recruits to the PEQF scheme with only 7.8% resignations versus 17% resignations on previous scheme.

**ARUN DISTRICT COUNCIL
COUNCILLOR FEEDBACK REPORT FROM OUTSIDE BODIES**

Report to Housing and Wellbeing Committee – 17 March 2022

Sexual Abuse by the Police Force

- a number of individuals under suspicion
- it is not legal to search an individuals private phone unless they offer to share
- working hard to identify such behaviour
- whistle blowing encouraged
- proportionate investigation used if there are suspicions
- however there can be no implied guilt (need evidence)
- Since 2019 there have been 9 cases in Sussex.

Fraud

- Public want more people on the street
- However officers need to be split between physical and digital presence.
- 1 in 5 reports cite domestic abuse
- Big team (30+ officers) dealing with economic fraud centrally + local teams
- Cyber crime also being investigated and taken through to sentencing
- Operation Signature (over 70 yrs old) in place for older residents who are victims of fraud – this includes phone scammers and burglary
- Personal visits under Operation Signature important tool so older people do not become 2nd victims.
- £1.8m loss prevented last year in Sussex
- Sussex were the first to develop a banking protocol eg unusual withdrawals
- 181 crimes last year, 11 arrests so far and more investigations under way.
- Good work started by Sussex picked up nationally
- Resources allocated according to budget & strategy.

Budget & Precept (Working Group chaired by Susan Schofield)

- Sussex has an improving financial position compared with other precepting authorities
- Next steps in development of criminal activity are evolving and additional resources needed to keep pace.
- Working group considered the proposed precept increase on the poorest members of the community
- Panel worked with legal framework influencing the medium term strategy.
- PCC is able to raise precept by maximum of £10 per year for the next 3 years.
- Consultation and engagement used digital, virtual and face 2 face engagement (had over 10,000 responses) + focus groups with towns & parishes (which covered a further 6,015 residents).
- Also used the Sentiment Meter on safety to test public confidence in the Police.
- 67% of responses were supportive of £10 increase
- This would pay for a further 163 officers + 9 to organised crime
- Sussex have already put in place 100 more PCSOs since 2019
- By end of next year there will be 3,096 police officers in position which is an increase of 137 in 10 years.
- Sussex have the 7th lowest county precept in England and Wales (Surrey is the highest)

**ARUN DISTRICT COUNCIL
COUNCILLOR FEEDBACK REPORT FROM OUTSIDE BODIES**

Report to Housing and Wellbeing Committee – 17 March 2022

- Government are contributing £10.6m (same as last year) + ad hoc ring fenced monies
- Need £18.5 m + £1.6 m for NHS liaison work and £7.9m locally.
- Even with £10 increase there will have to be savings made to balance the budget due cost increases, inflation, pay uplift, pandemic & improvements.
- Control centre takes 2,412 calls per day (665 dial 999, 949 dial 101 and 798 use digital email, tweets or other social media)
- 493 units are despatched daily to deal with those engagements
- 284 engagements reported a crime, 159 were of a medical nature, 28 were missing persons, 87 were domestic violence, 41 were mental health and 34 were alcohol or drug related.
- 75% of households are in Band D or below which the £10 increase relates to.
- Public do not appear to have an appetite to go backwards.

Recommendations of Working Group on raising the precept by £10.

In order to facilitate the Police Strategy (to be presented at next meeting) the Working Party sees no acceptable alternative but to recommend an increase in the precept for £10 for a Band D residence for 22/23.

This is based on 2 assumptions:

- Future inflation of 2% over the year (potentially considered too optimistic)
- That an equivalent increase will probably be required for 23/24 and 24/25 (although it was recognised that the panel was not allowed to set precept for future years at this point)

The budget also assumes a reliance on police staff vacancies of 7% which will go some way towards offsetting the £5m budget shortfall. However the whole emphasis will continue to be on visible policing but consideration should be given to the 'iceberg scenario' where a lot of work will still go on beneath that visible policing. Consideration was given in the budget to the increasing population and the 137 new officers support this consideration.

Investments and Renewables Plans

- Aim is to bring down carbon footprint
- Savings will be made by moving to electric and/or hydrogen cars where feasible, use of solar panels, charging points at police station, hot desking, LED lighting and a cycle scheme for staff.
- An environment committee will be working to achieve net zero reduction targets.
- £5m savings (0.4% of budget) will be achieved by reducing staff based costs, collaborative working with Surrey, sharing of senior staff, increasing value added work and monies saved from previous years funding.

Gatwick

- Fewer police officers needed (some officers absorbed back to normal policing duties)
- Operation doesn't earn us money as it is a contract with Gatwick Airport Limited (GAL) whereby they pay for the required resources.
- Non profit making
- Sussex police can flex if further workforce is needed

**ARUN DISTRICT COUNCIL
COUNCILLOR FEEDBACK REPORT FROM OUTSIDE BODIES**

Report to Housing and Wellbeing Committee – 17 March 2022

Increasing population across Sussex

- Introduction of technology to offset increasing costs
- Mobile data terminals and smart phones used to reduce time spent on admin
- Laptops in cars used to substantiate roadside checks and stop and searches
- Body video cameras used for evidence
- Drones pioneered and useful particular in rural crime locations
- Night vision goggles
- Real time information to deploy forces into hot spots.
- Videoing evidence into court

Future Technology

- Artificial Intelligence (AI) to speed up bureaucracy
- Robotics to address manual work.

Recruitment of new Skill Sets

- Changing IT skills
- Market will pay more than public bodies can afford
- Need to attract people who want to come into public services
- Need training across both physical and digital world
- Joint cyber crime unit for Surrey/Sussex
- Joint technology innovation between Hampshire/Surrey/Sussex
- National working to improve.

Fairer funding Review for Police

- Fairer funding formulae should be introduced before end of this governments term.
- Policing must reflect changes in crime from visible to invisible
- Policing must follow the crime but visible policing is key
- Issue is to how to take the public with you and to create understanding of this concept.

Public Priority number 1 – strengthen local policing, tackle crime and prevent harm.

- Protect victims
- Safeguard vulnerable people

Police development:

- Local visible & accessible policing
- Increasing uplift of local staff
- £10 protects uplift
- New police station in Crowborough
- Technology
- Check images at roadside
- Take finger prints at roadside

**ARUN DISTRICT COUNCIL
COUNCILLOR FEEDBACK REPORT FROM OUTSIDE BODIES**

Report to Housing and Wellbeing Committee – 17 March 2022

Anti-social Behaviour (ASB)

- Targeting vulnerable areas
- Hearing about and logging incidents
- Efficient processing and reporting
- Mediation alliance
- Identifying pathways outside of criminal route

Burglary

- Risk still ow in Sussex (25% reduction and 14% non residential)
- 4th. in level of risk

Rural Crime

- Dedicated team
- Increase of 4 Police Constables
- Now 12 Sergeants, 12 Police Constables + 6 PCSOs
- Guarantee that rural crime team will continue

Road Safety

- 405 arrests with support of LAs
- Disruptions of crime and criminal activity
- Stopping collisions and deaths.

Partnership Activity

- Safer Sussex Partnership
- Safer streets
- Safer women at night.

Call Handling

- 93% 999 calls handled within 10 seconds (4th. in league table)
- 101 calls answered in average 4 mins 25 secs. Better than 14 mins 15 secs in 2018/19

Improvements to minimise accidents

- Education
- Engineering

Electric Scooters

- Need better communication about legislation (discussion + leafletting)
- Illegal in Sussex on public highways
- Some counties are in a trial scheme but not Sussex
- Considered a power vehicle
- Needs to be taxed and registered licensed and insured.
- Process is to give a first warning then a formal warning (S59), then to seize the vehicle (S165) and then prosecution.
- In last 12 months, 3 prosecutions, 14 seizures and 15 formal warnings.
- More proactive work planned

One public estate in Littlehampton

- Shared property planned
- Work with retailers on needs

**ARUN DISTRICT COUNCIL
COUNCILLOR FEEDBACK REPORT FROM OUTSIDE BODIES**

Report to Housing and Wellbeing Committee – 17 March 2022

Safer Streets Fund

- Expectation is for it to be co-funded
- Still available
- Previously funding was thematic
- Round 3 was funded for violence against women
- Hopefully funding not removed and anything further in Round 4 will not be themed so can be used for appropriate local needs

Drugs

- Cocaine and Marijuana both present in local area.
- Investigations/prosecutions are evidence driven
- Community Safety Partnerships to develop communications
- Essential to report incidents and keep records

Statistics on staffing

- Questions raised about availability of PCs, PCSOs etc 'on-the-day'
- Churn was identified as around 120 per annum
- Triaging of seriousness takes place at the call centre eg lone females, ASB, etc
- Sometimes teams are diverted to more serious incidents
- Rural team is dedicated
- Changes in Highways code will need resource to manage incidents
- Need to undertake education campaigns as can't plead ignorance of the law

Date of next Meeting.

25 March 2022 at 10.30am in Lewes.

HOUSING AND WELLBEING COMMITTEE JUNE 2022 – JANUARY 2023

Updated on 15 February 2022

HOUSING & WELLBEING COMMITTEE	<u>Send to Gemma for CMT by 2pm Thurs</u>	<u>CMT Tues</u>	<u>Draft Reports to Committees</u>	<u>Agenda Prep Meeting</u>	<u>Agenda Prep Time</u>	<u>Room</u>	<u>Final Reports to Committees</u>	<u>Agenda Publish Date</u>	<u>Date of Meeting</u>	<u>Time</u>	<u>Full Council Meeting Date</u>
Freedom Leisure Presentation (Scrutiny) Safer Arun District Council Council Tax Reduction Scheme									Thurs 9 June - TBC	6pm	
Safer Arun Partnership Annual Report (Scrutiny) Information & Advice Contract Procurement Report									Thurs 21 July - TBC	6pm	15 Sept

HOUSING AND WELLBEING COMMITTEE JUNE 2022 – JANUARY 2023

Updated on 15 February 2022

Community Transport Plan											
Age UK Activities for Older people in Arun Community Engagement Project Update Resident Engagement Strategy									6 October - TBC	6pm	10 Nov
VAAC Presentation Community Wardens Update									6 December - TBC	6pm	12 Jan
Arun Wellbeing Programme Update									25 January - TBC	6pm	9 March

HOUSING AND WELLBEING COMMITTEE JUNE 2022 – JANUARY 2023

Updated on 15 February 2022

Sussex Police Precept											
Arun Local Community Network Progress Report											

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