



AGENDA

MAYOR AND CABINET

Date: WEDNESDAY, 18 MAY 2016 at 6.00 pm, or upon the rising of Mayor & Cabinet Contracts whichever is the later.

**Committee Rooms 1 & 2
Civic Suite
Lewisham Town Hall
London SE6 4RU**

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MEMBERS

Sir Steve Bullock	Mayor	L
Councillor Alan Smith	Deputy Mayor - Growth & Regeneration	L
Councillor Chris Best	Health, Well-Being & Older People	L
Councillor Kevin Bonavia	Resources	L
Councillor Janet Daby	Community Safety	L
Councillor Joe Dromey	Policy and Performance	L
Councillor Damien Egan	Housing	L
Councillor Paul Maslin	Children & Young People	L
Councillor Joan Millbank	Third Sector and Community	L
Councillor Rachel Onikosi	Public Realm	L

Members are summoned to attend this meeting

**Barry Quirk
Chief Executive
Lewisham Town Hall
Catford
London SE6 4RU
Date: Wednesday, 18 May 2016**



INVESTOR IN PEOPLE

The public are welcome to attend our committee meetings, however occasionally committees may have to consider some business in private. Copies of reports can be made available in additional formats on request.

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- ensure that you never leave your recording equipment unattended in the meeting room.

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MAYOR & CABINET		
Report Title	Declarations of Interests	
Key Decision	No	Item No. 1
Ward	n/a	
Contributors	Chief Executive	
Class	Part 1	Date: May 18 2016

Declaration of interests

Members are asked to declare any personal interest they have in any item on the agenda.

1 Personal interests

There are three types of personal interest referred to in the Council's Member Code of Conduct :-

- (1) Disclosable pecuniary interests
- (2) Other registerable interests
- (3) Non-registerable interests

2 Disclosable pecuniary interests are defined by regulation as:-

- (a) Employment, trade, profession or vocation of a relevant person* for profit or gain
- (b) Sponsorship –payment or provision of any other financial benefit (other than by the Council) within the 12 months prior to giving notice for inclusion in the register in respect of expenses incurred by you in carrying out duties as a member or towards your election expenses (including payment or financial benefit from a Trade Union).
- (c) Undischarged contracts between a relevant person* (or a firm in which they are a partner or a body corporate in which they are a director, or in the securities of which they have a beneficial interest) and the Council for goods, services or works.
- (d) Beneficial interests in land in the borough.

- (e) Licence to occupy land in the borough for one month or more.
- (f) Corporate tenancies – any tenancy, where to the member’s knowledge, the Council is landlord and the tenant is a firm in which the relevant person* is a partner, a body corporate in which they are a director, or in the securities of which they have a beneficial interest.
- (g) Beneficial interest in securities of a body where:-
 - (a) that body to the member’s knowledge has a place of business or land in the borough; and
 - (b) either
 - (i) the total nominal value of the securities exceeds £25,000 or 1/100 of the total issued share capital of that body; or
 - (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the relevant person* has a beneficial interest exceeds 1/100 of the total issued share capital of that class.

*A relevant person is the member, their spouse or civil partner, or a person with whom they live as spouse or civil partner.

(3) Other registerable interests

The Lewisham Member Code of Conduct requires members also to register the following interests:-

- (a) Membership or position of control or management in a body to which you were appointed or nominated by the Council
- (b) Any body exercising functions of a public nature or directed to charitable purposes , or whose principal purposes include the influence of public opinion or policy, including any political party
- (c) Any person from whom you have received a gift or hospitality with an estimated value of at least £25

(4) Non registerable interests

Occasions may arise when a matter under consideration would or would be likely to affect the wellbeing of a member, their family, friend or close associate more than it would affect the wellbeing of those in the local area generally, but which is not required to be registered in the Register of Members’ Interests (for example a matter concerning the closure of a school at which a Member’s child attends).

(5) Declaration and Impact of interest on members' participation

- (a) Where a member has any registerable interest in a matter and they are present at a meeting at which that matter is to be discussed, they must declare the nature of the interest at the earliest opportunity and in any event before the matter is considered. The declaration will be recorded in the minutes of the meeting. If the matter is a disclosable pecuniary interest the member must take no part in consideration of the matter and withdraw from the room before it is considered. They must not seek improperly to influence the decision in any way. **Failure to declare such an interest which has not already been entered in the Register of Members' Interests, or participation where such an interest exists, is liable to prosecution and on conviction carries a fine of up to £5000**
- (b) Where a member has a registerable interest which falls short of a disclosable pecuniary interest they must still declare the nature of the interest to the meeting at the earliest opportunity and in any event before the matter is considered, but they may stay in the room, participate in consideration of the matter and vote on it unless paragraph (c) below applies.
- (c) Where a member has a registerable interest which falls short of a disclosable pecuniary interest, the member must consider whether a reasonable member of the public in possession of the facts would think that their interest is so significant that it would be likely to impair the member's judgement of the public interest. If so, the member must withdraw and take no part in consideration of the matter nor seek to influence the outcome improperly.
- (d) If a non-registerable interest arises which affects the wellbeing of a member, their, family, friend or close associate more than it would affect those in the local area generally, then the provisions relating to the declarations of interest and withdrawal apply as if it were a registerable interest.
- (e) Decisions relating to declarations of interests are for the member's personal judgement, though in cases of doubt they may wish to seek the advice of the Monitoring Officer.

(6) Sensitive information

There are special provisions relating to sensitive interests. These are interests the disclosure of which would be likely to expose the member to risk of violence or intimidation where the Monitoring Officer has agreed that such interest need not be registered. Members with such an interest are referred to the Code and advised to seek advice from the Monitoring Officer in advance.

(7) Exempt categories

There are exemptions to these provisions allowing members to participate in decisions notwithstanding interests that would otherwise prevent them doing so. These include:-

- (a) Housing – holding a tenancy or lease with the Council unless the matter relates to your particular tenancy or lease; (subject to arrears exception)
- (b) School meals, school transport and travelling expenses; if you are a parent or guardian of a child in full time education, or a school governor unless the matter relates particularly to the school your child attends or of which you are a governor;
- (c) Statutory sick pay; if you are in receipt
- (d) Allowances, payment or indemnity for members
- (e) Ceremonial honours for members
- (f) Setting Council Tax or precept (subject to arrears exception)

Agenda Item 2

MAYOR AND CABINET		
Report Title	Minutes	
Key Decision		Item No.2
Ward		
Contributors	Chief Executive	
Class	Part 1	Date: May 18 2016

Recommendation

It is recommended that the minutes of that part of the meeting of the Mayor and Cabinet which were open to the press and public, held on March 23 2016 (copy attached) be confirmed and signed as a correct record.

MINUTES OF THE MAYOR AND CABINET

Wednesday, 23 March 2016 at 6.00 pm

PRESENT: Sir Steve Bullock (Mayor), Councillors Alan Smith, Chris Best, Kevin Bonavia, Janet Daby, Joe Dromey, Damien Egan, Paul Maslin, Joan Millbank and Rachel Onikosi.

ALSO PRESENT: Councillor Alan Hall.

384. Declaration of Interests

Councillor Daby declared a prejudicial interest in Item 9 as a Phoenix Community Housing Board member and withdrew from the meeting during consideration of this report.

Councillor Smith declared a personal interest in Item 9 as a local resident.

385. Minutes

RESOLVED that the minutes of the meeting held on March 2 2016 be confirmed and signed as a correct record.

386. Matters Raised by Scrutiny and other Constitutional Bodies

Matter Raised by Overview & Scrutiny Committee – South London suburban railways

Having considered an officer report, and a presentation by the Chair of the Overview & Scrutiny Committee, Councillor Alan Hall, the Mayor:

RESOLVED that the comments and views of the Overview and Scrutiny Committee be received, and the Executive Director for Resources and Regeneration be asked to prepare a response.

387. Outstanding Scrutiny Matters

The Mayor observed that one item would be slipped to the next meeting.

RESOLVED that the report be noted.

388. Ofsted Inspection

In presenting the report, Councillor Paul Maslin commented that the results were unsurprising as they accorded with the authority's own self-assessment. He highlighted the various aspects of performance which had been categorised as 'good' and pointed out Improvement Plans were in place to raise overall performance. Councillor Joan Millbank added that the Corporate Parenting Group, of which she was a member, were also committed to securing improvements.

The Executive Director of Children & Young People pointed out the Chair of the Lewisham Safeguarding Children Board, Chris Doorly, was about to retire and the Mayor agreed it would be entirely appropriate for a letter of thanks to be sent to her.

Having considered an officer report, and a presentation by the Cabinet Member for Children & Young People, Councillor Paul Maslin, the Mayor, for the reasons set out in the report:

RESOLVED that:

- (1) the Inspection reports, findings and associated recommendations be noted;
- (2) the Lewisham Improvement plan be endorsed as a response to the inspection findings;
- (3) the associated LSCB Improvement plan be noted;
- (4) the views of the Children and Young People Select Committee as set out be received and a response for Mayoral consideration be prepared by the Executive Director for Children & Young People; and
- (5) a letter of thanks be sent to Chris Doorly, the outgoing Chair of the Lewisham Safeguarding Children Board, for her contributions.

389. A Natural Renaissance for Lewisham - Biodiversity Action Plan

Having considered an officer report and a presentation from the Cabinet Member for the Public Realm, Councillor Rachel Onikosi, the Mayor, for the reasons set out in the report

RESOLVED that:

- (1) the 'A Natural Renaissance for Lewisham' document and the strategic aspirations of the Lewisham Biodiversity Partnership be endorsed; and
- (2) the views of the Sustainable Development Select Committee as set out be received and a response for Mayoral consideration be prepared by the Executive Director for Customer Services.

390. Housing Allocations Policy

Having considered an officer report, and a presentation by the Cabinet Member for Housing, Councillor Damien Egan, the Mayor, for the reasons set out in the report:

RESOLVED that:

- (1) the rationale for undertaking a review of the Allocations Policy be noted;
- (2) the proposed changes as set out be noted;

- (3) officers be asked to proceed to consult with residents and partners about the proposed changes;
- (4) a full equality assessment analysis will be undertaken; and
- (5) a report be brought back to Mayor and Cabinet later this year seeking approval for changes to the Allocation Policy in light of the outcome of the consultation and equality assessment analysis.

391. Brasted Close Housing Development

The Mayor was addressed by Nano McCaughan of the South London Citizens Community who strongly supported the scheme and thanked the Mayor for adhering to his commitment to build affordable community housing. Councillors Best and Onikosi who were ward members both praised the scheme for the positive benefits it would bring to Sydenham.

Having considered an officer report, and presentations by a member of the public and by the Cabinet Member for Housing, Councillor Damien Egan, the Mayor, for the reasons set out in the report:

RESOLVED that:

- (1) having considered the responses to the statutory Section 105 consultation, the garage site on the Brasted Close estate shown on an attached plan be declared surplus to the Council's requirements;
- (2) officers work with the London Community Land Trust and Lewisham Citizens exclusively for a period of twelve months to seek to develop a fully affordable housing scheme for the site; and
- (3) officers provide a further report to Mayor and Cabinet to agree the disposal terms if a viable business case for pursuing the development can be finalised.

392. Phoenix Community Housing Development

Having considered an officer report, and a presentation by the Cabinet Member for Housing, Councillor Damien Egan, the Mayor, for the reasons set out in the report:

RESOLVED that:

- (1) the on-going partnership work between the Council and Phoenix Community Housing to identify housing development opportunities in the south of the borough, and to review potential mechanisms to fund those opportunities be noted;
- (2) funding of £1.32m be provided from S106 funds to support the development at Forster House;

(3) authority be delegated to the Executive Director for Resources and Regeneration to finalise the terms of the funding agreement;

(4) Officers review options for the longer term funding of housing development by Phoenix Community Housing and report these back to Mayor and Cabinet.

393. Comprehensive Equality Scheme

Having considered an officer report and a presentation from the Cabinet Member for the Third Sector, Councillor Joan Millbank, the Mayor, for the reasons set out in the report:

RESOLVED that:

- (i) the draft equality objectives for the next four years be approved; and
- (ii) the Comprehensive Equalities Scheme 2016-20 be approved.

394. Deferred Payment Agreement Policy

The Executive Director for Community Services representative pointed out that the delegation proposed in the fourth recommendation in the printed report was contrary to the Scheme of Delegation in the Constitution and should not be considered.

Having considered an officer report and a presentation from the Cabinet Member for Health, Well Being & Older People, Councillor Chris Best, the Mayor agreed that:

- (1) the Council's proposed universal deferred payments scheme under the Care Act 2014 as set out for new deferred payment agreements entered into by the Council be approved;
- (2) the maximum interest rate allowed by the Department of Health be used;
- (3) charges for deferred payment agreements be as set out;
- (4) authority be delegated to the Executive Director for Community Services, in consultation with the Executive Director for Resources and Regeneration and Head of Law, to agree the more detailed guidance and procedures for the operation of the scheme.

395. Financial Forecasts

Having considered an officer report, and a presentation by the Cabinet Member for Resources, Councillor Kevin Bonavia, the Mayor:

RESOLVED that the current financial forecasts for the year ending 31 March 2016 and the action being taken by the Executive Directors to manage down the forecasted year-end overspend be noted.

396. Response Public Accounts Work Programme

Having considered an officer report, and a presentation by the Cabinet Member for Resources, Councillor Kevin Bonavia, the Mayor:

RESOLVED that the proposed responses to the comments and views of the Public Accounts Select Committee as set out be approved and reported to the Select Committee.

397. Modern Roads Review Response to SDSC

Having considered an officer report, and a presentation by the Deputy Mayor Councillor Alan Smith, the Mayor:

RESOLVED that the response from the Executive Director for Resources and Regeneration to the Modern Roads Review undertaken by the Sustainable Development Select Committee as set out be approved and reported to the Sustainable Development Select Committee.

398. Creekside Copperas Street depot disposal Part 1

Item withdrawn.

399. Exclusion of Press and Public

Item withdrawn.

400. Creekside Copperas Street depot disposal Part 2

Item withdrawn.

The meeting closed at 7.00pm

Agenda Item 3

MAYOR & CABINET		
Report Title	Outstanding Scrutiny Matters	
Key Decision	No	Item No.
Ward	n/a	
Contributors	Head of Business and Committee	
Class	Part 1	Date: 18 May 2016

1. Purpose of Report

To report on items previously reported to the Mayor for response by directorates and to indicate the likely future reporting date.

2. Recommendation

That the reporting date of the items shown in the table below be noted.

Report Title	Responding Author	Date Considered by Mayor & Cabinet	Scheduled Reporting Date	Slippage since last report
Sustainable Development Select Committee – High Streets Review	ED Res & Regen	13 January 2016	18 May 2016	No
Overview & Scrutiny Committee – Key Planning Issues	ED Res & Regen	10 February 2016	18 May 2016	No
Sustainable Development Select Committee – Catford Regeneration	ED Res & Regen	17 February 2016	18 May 2016	No

Safer & Stronger Communities Select Committee – Main Grants Programme 2016-17	ED Community	17 February 2016	18 May 2016	No
Overview & Scrutiny Committee – South London Suburban Railways	ED Res. & Regen.	23 March 2016	1 June 2016	No
Children & Young People Select Committee – Ofsted Action Plan	ED CYP	23 March 2016	1 June 2016	No
Sustainable Development Select Committee – Biodiversity Action Plan	ED Customer	23 March 2016	1 June 2016	No

BACKGROUND PAPERS and AUTHOR

Mayor & Cabinet minutes 13 January 2016, 10 February 2016, 17 February and 23 March 2016 available from Kevin Flaherty 0208 3149327.

<http://councilmeetings.lewisham.gov.uk/ieListMeetings.aspx?CId=139&Year=0>

Chief Officer Confirmation of Report Submission		
Cabinet Member Confirmation of Briefing		
Report for: Mayor		<input type="checkbox"/>
Mayor and Cabinet		<input checked="" type="checkbox"/>
Mayor and Cabinet (Contracts)		<input type="checkbox"/>
Executive Director		<input type="checkbox"/>
Information	<input type="checkbox"/> Part 1	<input checked="" type="checkbox"/> Part 2
		<input type="checkbox"/> Key Decision

Date of Meeting	18 th May 2016
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Title of Report	Young Mayor Budget Paper 2014/15
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Originator of Report	Katy Brown/Malcolm Ball
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At the time of submission for the Agenda, I confirm that the report has:

Category	Yes	No
Financial Comments from Exec Director for Resources	X	
Legal Comments from the Head of Law	X	
Crime & Disorder Implications	X	
Environmental Implications	N/A	
Equality Implications/Impact Assessment (as appropriate)	X	
Confirmed Adherence to Budget & Policy Framework	X	
Risk Assessment Comments (as appropriate)		
Reason for Urgency (as appropriate)		

Signed:  Executive Member

Date: _____

Signed:  Director/Head of Service

Date 9/5/16

Control Record by Committee Support

Action	Date
Listed on Schedule of Business/Forward Plan (if appropriate)	
Draft Report Cleared at Agenda Planning Meeting (not delegated decisions)	
Submitted Report from CO Received by Committee Support	
Scheduled Date for Call-in (if appropriate)	
To be Referred to Full Council	

MAYOR AND CABINET		
Report Title	Young Mayor of Lewisham 2014/15– Budget Proposals	
Key Decision	No	
Ward		
Contributors	Executive Director for Resources and Regeneration	
Class	Part 1	Date: 18 May 2016

1 Summary

- 1.1 On Wednesday 15 October 2014, Liam Islam was elected the eleventh Young Mayor of Lewisham. Oneisha Palmer was elected Deputy Young Mayor. The Young Mayor and Advisors have been working throughout the year to develop, and then consult on a range of ideas that now form the Young Mayor’s Budget proposals for 2014/15. These proposals have been pushed further into 2016 because the young mayor and team have been busy with other projects and school commitments.
- 1.2 These proposals are intended to provide improvements in services for children and young people in the borough. The Young Mayor for 2014/15 has a budget of £30,000 to be allocated after consultation with young people.
- 1.3 The Young Mayor and Young Advisors have recommended that the Mayor reduce their annual budget by £5,000 to £25,000. This is in recognition of the fact that the Council is entering the 6th year of austerity and is expecting to continue to face very difficult financial challenges and pressures for at least four more years. The Young Mayor will be spending a maximum of £25K to deliver their commitments from now onwards.
- 1.4 This report summarises the proposals which the 2014/15 Young Mayor is recommending to spend £25,000.

2 Recommendation

- 2.1 That the Mayor agrees the budget reduction of £5,000 to £25,000 per year.

- 2.2 That the Mayor agrees the Young Mayor's budget proposals at section 8.

3 Policy Context

- 3.1 The Young Mayor Programme is a key priority for the Council in delivering on its commitment to enhancing young people's achievement and involvement.
- 3.2 The Young Mayor Programme makes an important contribution to the objectives set out in Shaping our Future – Lewisham's Sustainable Community Strategy 2008-2020. Of specific relevance are the priorities '*Empowered and responsible – where people are actively involved in their local area and contribute to supportive communities.*', and; '*Ambitious and achieving – to Inspire our young people to achieve their full potential.*
- 3.3 The work of the Young Mayor further relates and makes a contribution to many of the outcomes set out in the Children and Young People's Plan.

4 Background

- 4.1 The Young Mayor Programme has been in place since April 2004. Liam Islam is the eleventh Young Mayor. Liam won the election on a turnout of 49.4%, which represents 9417 young people voting.
- 4.2 The evaluation of the project undertaken by Dr Kalbir Shukra from Goldsmith's College, University of London has continued with further exit polls at the election and interviews with candidates.

5 Budget Expenditure Achievements 2013/14

The Young Mayor for 2013/14 was Emmanuel Olaniyan. Following consultation with young people across the borough, the Young Mayor and Young Advisors identified five areas for contributions in order to address the needs and interests which arose over the year. These priorities complement existing provision and also aim to recognise the continuing and increasing strain on public resources.

1. A showcase for young people to promote their skills and talents with talent show linking into existing opportunities like Lewisham Live and Deptford X. This took place at the Albany in Deptford in July 2015, and featured may local young people sharing the talents, the winners went on to perform at People's Day.

2. A Media studio to help promote existing services, opportunities and activities as well as being a forum for showcasing talents and achievements of young people, is in the process of being incorporated into the Fellowship development in Bellingham, with the support of

Phoenix Housing and the Music Hub, its hoped this will maximise its potential to be well used and sustainable. The media studio will cover numerous of the issues and ideas raised in the consultation process, and young people will be encouraged to volunteer and get experience in the media industry and help the wider community access the facilities.

3. A disability awareness event took place as the launch of a special needs forum to enable young people with special needs, their parents and schools to work together to maximise the opportunities for young people. With the help and support of the special needs schools, a termly forum has been created where young people can have their needs, ideas, thoughts and aspirations heard by peers and decision makers.

4. Ladywell Fields Skate Park has funding to be upgraded with input from users.

5. Primary school projects, building on school council visits to the civic Suite an opportunity for primary school councils and pupils to develop ideas and projects to encourage younger students to be able to realise some of their ideas. 12 Primary Schools councils have received some funding to develop their projects from gardening projects to healthy tuck shops.

6 Activities during 2014/15

6.1 Since October 2014, the Young Mayor and Advisors have continued to represent their peers at the local, regional, national and international level. Working collaboratively with the Mayor and Cabinet, Scrutiny Committees, councillors, Council officers, partner agencies and other key stakeholders, the Young Mayor and Advisors have made an important contribution to local policy development over the course of the last year. They have also continued to support projects that relate to and address issues which concern young people.

6.2 All these examples of work and activities have been carried out by the Young Mayor and Young Advisors Team over the year;

<i>Organisation / Project / Work area etc.</i>	<i>Activity</i>
Young Advisor's Meetings	Mondays@ Civic Suite 5-7pm Regular meeting time for young people to plan and organise their activities and for partners/ colleagues/ peers to consult and discuss issues with the group. 43 Young Advisor Meetings
Social Justice and diversity	Participating in debates and panels on social justice and diversity.

	<p>Supporting and participating in events at the Stephen Lawrence Centre; young people's voices and opinions being heard and shared with other community members and professionals such as the police and others, to help create change and influence policy making.</p> <p>Contributing to Black Staff Forum Conference; young people speaking to the conference about the aspirations, hopes and fears of young people and how they can be supported/support each other/other young people to recognise difficulties and make the most of opportunities.</p> <p>SNB meetings, contributing to the on-going discussions around community safety, particularly to have young people's contributions to problem solving.</p> <p>Workshop with Metro, to explore and understand better the experiences of young people who are LGBTQ and the prejudices they can face and how it's possible to better support young people/ what are the challenges. Potential to develop work and help at events/campaigns.</p> <p>Supporting the Disability Coalition, attending the opening of the new centre to recognise the importance of the work of the Coalition and the rights of disabled people. Speaking on the panel at the opening as a young person with disabilities.</p> <p>Attending and contributing to discussion at the Islamic Centre about challenges relating to Islamophobia and the Prevent agenda. Supporting and adding a young person's voice and experience. Meeting with the Youth Project staff to build links and discuss how to develop work between groups of young people.</p> <p>Supporting the "Values" Event at the Civic Suite for St John Baptist and Olive Tree Schools. Helping to facilitate meeting of the two primary schools and their sharing of ideas about "values".</p> <p>Termly SEN Young People's Forum with Special Needs Schools. Young People from SEN schools meet together with Young Advisors and adults to look at what their needs/interests are and involve organisations who provide activities or can plan activities to meet the needs/interests of the group.</p> <p>Working with SACRE – RE curriculum,</p>
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	<p>reading, discussing and providing ideas on the review of the RE curriculum for all key stages, so it better meets the needs/interests of young people in Lewisham.</p> <p>Contributing to Anti Bullying Conference; presenting at the conference and providing a young person's experience, and how it was managed/ resolved. To an all adult/teacher conference to contribute to dialogue about how best to manage bullying in school.</p> <p>Organising an International Women's Day event at the TNG, with different fun activities for young people, including a timeline of equalities, to recognise gender inequalities and discussion plus climbing, cooking, sport.</p>
Civic Events	<p>Young People from the Young Mayor Team attend to show solidarity and recognise the importance for the wider community of events with important historical roots, recognising achievements and being involved in civic institutions. As elected representatives this is part of the role and is important both for them to attend and for others to see they recognise and take these responsibilities seriously.</p> <p>Holocaust Memorial day</p> <p>Magna Carta Libertas Event</p> <p>Primary school and Mayor Meetings</p> <p>House of Lords Visit with Chair of Council and dignitaries</p> <p>Unveiling of the Victoria Cross</p> <p>Council AGM</p> <p>Lewisham @50 Event with the Library Service. An event At Ladywell adventure playground looking at Lewisham 50 years ago and Lewisham today including the new development in Catford which we visited. To involve young people from the local area in the new developments and to learn about local history.</p>
Intergenerational Activities	<p>Working together with older people to build understanding through intergenerational projects</p> <p>Christmas event with Positive Aging Council (POSAC) carol singers and chat to build relationships between the older and younger people.</p> <p>Drama production with Montage Theatre Young people and older people sharing</p>

	<p>stories and experiences in a joint drama production.</p> <p>Quiz with Positive Aging council.</p> <p>Intergenerational Bowling event and barbeque at Ladywell Bowls Club, helping to promote the bowling club and involve younger and older people in the membership.</p>
Health	<p>Working with the Headstart Programme to improve young people's mental health and wellbeing including organising events and consultations in schools and in the community, being part of the Young People's Steering Group and the Partnership Board.</p> <p>Working with Health watch, with some Young Advisors becoming Health watch Champions, visits to older people's homes, report back.</p> <p>Consultation on Sexual Health Services, to improve the experience of young people using those services.</p> <p>NHS/ CCG consultation at Coin Street, contributing young people's views on the development of the CCG.</p> <p>Liam working with the BYC on Mental Health Select Committee at Parliament, national committee collecting evidence and making recommendations at the Committee.</p> <p>Liam elected member of National NHS Youth Forum, working with young people across UK on campaigns/ helping to develop local hospital forum</p> <p>School Nurse Consultation; contributing views on the effectiveness of school nurses.</p> <p>Organising World Mental Health Day Event with Headstart Programme at Ladywell Adventure playground to raise awareness about mental health amongst young people and the Head start Project.</p> <p>Kaleidoscope Preparing for Adulthood Event; representing young people and supporting young people's event.</p>
Employment and Enterprise	<p>Supporting opportunities for young people i.e.: Job Fair, Apprenticeship opportunities, other jobs and training on the Facebook and through informal networks.</p> <p>As an enterprise opportunity, making Christmas decorations and selling them at Sydenham Market, supporting the market</p>

	<p>and showing how young people can be involved.</p> <p>Supporting enterprise project with Conisborough College and Pink Peppers. Young People helping to facilitate sessions and talking about their own experiences in order to motivate and inspire others.</p> <p>Young Enterprise Masterclass @ Stephen Lawrence Centre, sharing ideas, learning from others, supporting a community event.</p>
Working with CYP including Lewisham Youth Service	<p>Organising showcases and other events at the TNG, for Lewisham Live, an open Mic night, International Women's day and Head start events.</p> <p>Being involved in the consultation for changes to the Youth Service, visits from the staff at intervals to contribute to the review/ changes of the service.</p> <p>Participating in the YOU Challenge with uniformed groups, scouts, St Johns Ambulance, Police cadets sharing experiences, networking, working together.</p> <p>Interviewing for the Director of Children and Young People's Services with the Looked After Children Team. Gaining experience and talking to candidates about young people in Lewisham.</p> <p>Interviewing for the Standards and Achievement Post as above</p> <p>Budget consultations at some youth clubs and centres. Talking to young people about the Young Mayor's budget and what it should be spent on.</p> <p>Consultation about school complaints system, comments, suggestions and ways forward.</p>
B-involved Website and Facebook	<p>Promoting opportunities for young people, raising issues of interest and maintaining social media contact with peers. Work experience students in particular support the site and social media.</p>
Children and Young People's Plan	<p>Ongoing process working and reviewing the CYPP through Young Advisors meetings.</p>
Community Safety, Policing and Youth Justice	<p>Joining the discussion about young people being safe and young people and policing, with the Borough Commander, Safer Neighbourhood Teams, partnership team.</p>

	<p>Meeting and training with the new superintendents, giving the new superintendents the opportunity to find out from young people what the issues are before coming to work in the borough.</p> <p>Taking part in the Safer Neighbourhood Board, contributing to ongoing discussions and plans for making the borough a safer place.</p> <p>Participating and helping to organise stop and search workshops and events with the Stop and Search Sub group.</p> <p>Developing knowledge of and supporting young people involved in the Youth Justice System, through the YOS engagement group.</p> <p>Attending the Refuge Event and meeting with Athena, recognising young people's involvement in domestic abuse issues and helping how to get information out for young people/What support is available for young people in abusive relationships.</p> <p>Supporting the White Ribbon Campaign, taking part in the walk and supporting an event at TNG. Awareness building in the community and for young people.</p>
Regeneration and Housing	<p>Contributing to the consultation on current and future projects including Lewisham Town Centre, Catford Town Centre, and Beckenham Place Park.</p> <p>Consultation on the Master Plan; finding out how the plans are made and contributing ideas to all aspects of the plan.</p> <p>TPAS Conference speaking as a young person perspective on housing and how young people can get involved with social landlords.</p> <p>Supporting the development of Phoenix Housing Youth Project, helping with producing the publicity and with the initial stages of delivery.</p> <p>Rubbish consultation, sharing experiences and contributing to policy changes, through discussions and presentations at Young Advisors Meetings.</p>
Working with Schools and Colleges	72 visits to primary, secondary schools and colleges: campaigning, raising awareness, budget consultations and feedback through assemblies, citizenship days and school

	<p>councils. Supporting peers at exhibitions, achievement events and activities.</p> <p>British Library Magna Carta visit with a primary school: learning experience to find out about the beginning of democracy.</p> <p>Forest Hill School Citizenship Project; working with year 9 to help them develop their citizenship/community projects. Facilitating groups talking to students helping them put together their plan.</p> <p>14 school visits to the civic suite including, school council meetings, primary school visits and Euroscola Project.</p> <p>Termly School Council Meetings at the Civic Suite: hosted by the Young Mayor and Young Advisors school council representatives</p> <p>Young Mayor Budget consultations, talking to students about priorities for the budget, getting their views and ideas.</p>
Community Events and Organisations	<p>Attending civic events representing young people, recognising achievement, encouraging participation, cohesion and volunteering.</p> <p>Consultation on the Bellingham Fellowship Development how young people can be involved in the development.</p> <p>Lewisham Youth Conference, inspirational speakers</p> <p>Supporting Love to Dance, comparing/supporting performance.</p>
Sports and Arts	<p>Showcase events at the Albany, Deptford Including showcase from the Young Mayor Budget. Young People have the chance to audition and perform and show their talents. Young people participate by coming to watch and seeing local young people achieve and have fun.</p> <p>Open Mic event as part of Lewisham Live @ TNG promoting young people's talents and interests.</p> <p>Supporting People's Day and young people's performance</p> <p>Working with LYT on Catford Tales, contributing young people's stories about Catford and some performers/stewards for the festival. Supporting their peers and local organisations.</p>
Visits to Westminster, and the House of Commons, meeting politicians and	Young People developing knowledge and understanding of party politics and

<p>supporting voter registration events:</p>	<p>democratic engagement which can then be shared with their peers.</p> <p>Participation in local Labour group meetings discussing young people and politics. How to get young people involved.</p> <p>Promoting League of Young voters and bite the ballot resources to schools.</p> <p>Visit to the House of Lords and meeting with Lords, developing an understanding of how decision making process work.</p> <p>Supporting votes at 16 with Vicky Foxcroft MP, representing young people in a national campaign.</p> <p>4 weeks of voter registration campaign with 20 work experience students. Students developing their understanding of democratic processes and reasons to vote. Students visiting different areas of Lewisham (leisure centres/market/libraries etc.)and encouraging people to vote. Visits to all Lewisham sixth forms and colleges to register young people to vote with presentations and publicity, tablets to register people there and then.</p> <p>Meeting with CYP Select Committee identify in depth review</p>
<p>UK Youth Parliament (UKYP) and British Youth Council (BYC) and other Regional and National work.</p>	<p>Engagement with the national Youth Voice Strategies and meeting other young people who are representing their areas.</p> <p>Participation in “Make your Mark” ballot to decide on the national campaigns.</p> <p>Representing Lewisham at House of Commons UKYP Sitting.</p> <p>BYC votes at 16 Lobby of Parliament, Interviews about votes at 16</p> <p>Children’s Commissioners’ Takeover Day</p> <p>Member of BYC Select Committee and representing BYC at events</p> <p>Launching the “Vision for Young Londoners” with Partnership for Young London. Understanding the regional opportunities for young people and how to get involved/influencing policy making across London.</p>
<p>European Visits / visitors</p>	<p>Youth in Action projects (European funded projects) with youth groups in. Sortland, Norway, Alingsas near Gothenburg in Sweden.</p>

	<p>We visited Alingsas outside Gothenburg to help run their young people’s festival, Also a visit to Prague 7 to meet with their youth council. The aim being to share ideas, raise aspirations and be part of a wider world. In return we had visits from young people from Sweden, Norway, Czech Republic, who took part in workshops and visits, looking at training and enterprise opportunities as well as citizenship and an understanding about being European.</p> <p>We visited Zagreb, Croatia as a partner in “building blocks” Youth in Action Project looking at re using of spaces and creativity.</p> <p>Young Advisors were invited to run a workshop at the World Democracy Forum in Strasbourg for the Council of Europe, about involving young people in local democracy.</p> <p>We have partners in Mallorca, Reggio Emilia, Italy, Santa Maria da Feira in Portugal, Prague 7, Bordeaux and Sainte Seine Denis, in Paris who we are developing projects with through the European programme Erasmus +</p> <p>For the 11th election there were visitors from Santa Maria da Feira in Portugal, who have since developed their own Young Mayor Programme and have elected their second Young Mayor.</p> <p>Young Advisors visited Portugal to support Santa Maria da Feira’s creation of a Young Mayor Programme.(now in its second year)</p>
Research and Evaluation Project	<p>Taking part in interviews and helping evaluate the Young Mayor Project.</p> <p>Conducting an exit poll for the young mayor’s election, interviewing candidates and recording their journey and experiences.</p> <p>Continue to follow candidates and record their experiences, creating a longitudinal study.</p>

6.4 Over the last year, the Young Mayor and Advisors have also worked extremely effectively with colleagues and services across the Council. Increasingly, this way of working has extended to other local agencies within the wider partnership structure. In order to both sustain the proposals of the previous Young Mayor, and to develop their own, these networks and relationships are proving crucial.

7 The Young Mayor's Budget Proposals 2014/15

7.1 Consultation

The Young Mayor has worked closely with both his Advisors and with schools and youth organisations in identifying how to best spend the allocated budget, as well as consulting more widely through social media. There has also been dialogue with local groups in the voluntary and community sector.

Initial ideas for spending proposals were gathered from a range of sources and forums and then discussed at the Young Advisors meetings.

Following this, a long-list was developed which was taken to schools and youth projects where a wider group of local young people were able to debate and discuss about the merits of the emerging proposals.

This is the long list as it went out to schools, colleges, youth clubs and the voluntary sector for consultation.

Arts and performance opportunities: Film, multi-media, recording and showcasing talents; music, fashion, drama, festivals

Sports opportunities: Improve sports and parks facilities and more interschool/ inter club competitions and events, football tournaments, fun run

Healthy Living: lifestyles, SRE and well being/ mental health awareness, cook outs and healthy eating

One Lewisham: working with charities, faith groups, community groups, intergenerational and diversity projects.

Environment: keeping Lewisham clean, rubbish collected, chewing gum collected, recycling facilities on the street. Safer street crossings.

Disability awareness: facilities, services and representation
Improve access –easy integration

Life skills: work skills, money, university/ college, housing information, hostels

Engagement and campaigns: each school to have representatives, small pot of money to fund young people's campaigns/events,

Publicity and promotion: more news about the Young Mayor and young advisors, promotion about what's available for young people

Employment opportunities: Apprenticeships, work experience guidance, mentoring, vocational skills; construction.

7.2 Consultation Outcomes

Some of the ideas and interests include:

- Events to showcase talent – anyone can contribute
- Drama – young people write and perform plays
- More junior gyms /longer time slots /outside gyms
- Encourage youth to cook healthy, cost effective food
- Awareness about obesity
- More TAs in schools as its important for students mental health
- Working together and with charities
- More projects to teach about different cultures and religions
- Cleaning up the streets day
- People don't understand the difficulty of disability and young people
- Better facilities and ramps, more accessible places
- PSHE at schools should be used to talk about real life e.g.: mortgages, rent and tax, schools only educate us knowledge wise and don't provide us with the life skills to help us use our knowledge
- More work experience, Better work experience, Younger work experience
- More experience and summer jobs for people
- More promotion of local festivals and events/concerts that talented people can get involved in
- Support creative ideas to help the community
- Current young mayor can create a pot of money to help groups out

The Young Mayor and Young Advisors will continue to work with partners in both the authority and partners to promote opportunities and develop ideas to address these interests. As seen through the areas of work detailed in 6.0 the Young Mayor and Advisors group aim to work through a wide range of issues, concerns and interests which are raised by young people over the year.

The consultation results came back to the Young Mayor and young Advisors and the following proposals were developed.

8.0 Young Mayor Budget Proposals 2014/15

The Young Mayor and Advisors have identified as a priority for this years budget three areas for contributions in order to address the needs and interests which have arisen over the year, and from the consultation process, to complement existing provision and also to recognise the continuing and increasing strain on public resources.

Access, Opportunities and Engagement

The proposals are intended to be very specific, linked to outcomes that are achievable and deliverable. Wider objectives will continue to be met but the Young Mayor and Advisors wanted to concentrate on three tangible areas in terms of their proposals to cover the variety of the feedback that came through the consultation.

8.1 Young People's Funding Pot £10,000

The consultation showed a whole range of different areas that young people are interested in, it also showed young people are keen to organise their own events and projects. This pot will support extra projects to develop with existing organisations providing it is clear that they are young people's ideas. There will be a straight forward application and interview process, to ensure that they are ideas coming from young people themselves and then a panel of young people including the Young Mayor and Young Advisors who will decide on allocation of money.

The applications need to address one or more of the criteria below which are ideas and issues from young people in Lewisham which came from the budget consultation. A range of these activities will be funded;

- Arts showcases and performances, activities including fashion, film, you tubing, interschool competitions, painting, drama
- Sports tournaments particularly inter school/club/borough/faith groups, activities such as sports day, fun run, out door gym, more advertising of existing clubs
- Healthy eating competition, promoting healthy eating and cheap and healthy, mental health awareness and workshops, self harm awareness, obesity awareness, Lewisham Bake off
- Activities to raise money for charities, volunteering projects, working together, food banks, diversity projects, breaking down stereo types, projects about being safe, awareness about racism and homophobia
- Group and community days to look after the environment, clean up days, anti litter campaign, awareness about climate change
- Workshops to teach general life skills i.e.: money, work, rent, interview techniques, housing, decisions about GCSEs, careers, independence

- Publicity and promoting existing projects and activities
- Have representatives from each school, students having more of a say, fundraising and developing projects

To be confirmed is the application process which will be straightforward for young people to complete and will cover the following;

Why the project is needed, 20/30 young people signing to say they think it's a good idea (like in the candidate pack)

Details of an organisation to receive the money on young people's behalf/ to ensure safety / risk assessment /process. If there is not an organisation that can support young people's application then the Young Mayor Team will assess whether we can provide the support necessary or identify an organisation than can help to implement the project.

An invitation to see the project in action/ evaluation/pictures and a geographical split across the borough and age range.

We will ask for support from the commissioning team to implement the Funding Pot.

8.2 Work Experience and Employability £7,500

Building on the work with Urban Synergy to develop the work experience project with young people from youth clubs during the holidays to access Canary Wharf /other professions which they would otherwise not be able to experience. This project will include working with special needs schools/ SEN forum to extend the opportunities for young people with additional needs. This could take the form of small group visits/workshops with staff and visits to different work places. Additional work experience for young people during the school holidays.

8.3 Pilot scheme working with colleagues and partners around accessibility to shops and town centres £7,500

Identify a future development and work with politicians and local young people who use wheelchairs to ensure the developments are as accessible as possible. To include visits for young people and adults to different sites, identifying what works well and how accessibility can be improved. Particularly in local shops and services that young people use /would like to use, how small improvements can make a big difference. Produce some recommendations for future developments and where possible provide additional resources in some areas (i.e.: portable ramps like in Strasbourg)

8.4 Summary of proposed Expenditure

Young People's Funding Pot	£10,000.00
Work Experience and Employability	£7,500
Pilot scheme working with colleagues and partners around accessibility to shops and town centres	£7,500
Total	£25,000.00

Progress and Evaluation

The new Young Mayor and Young Advisors will report progress in implementing these proposals to Youth forums, School Councils, Mayor and Cabinet and the B-involved website and other social media.

An ongoing consultation and evaluation process will take place with local young people through the Youth Service, School Councils, the Voluntary and Community Sector and People's Day, as well as the B-involved website.

9 Financial Implications

- 9.1 The net costs of the proposed programme is £25k and will be met from the budget for the Young Mayor's programme.

10 Legal Implications

- 10.1 Section 2 of the Local Government Act 2000 empowers the local authority to do anything which it considers likely to achieve the promotion or improvement of the economic, social or environmental well-being of all or any persons within the local authority's area. It enables the Council to incur expenditure under these wellbeing powers which could include a budget for the Young Mayor. The sum of £30,000 is a reasonable for the purposes outlined in the report.

11 Crime and Disorder Implications

- 11.1 The Young Mayor's proposals relate to the development of activities, resources and information that will provide young people with diversionary activities, contribute to community initiatives and provide opportunities for young people to address issues concerned with their safety.

12 Equality Implications

- 12.1 The Young Mayor and Young Advisors have considered the equalities implications in all of the proposals and will ensure an inclusive approach to all activities undertaken.

13 Environmental Implications

- 13.1 There are no environmental implications arising from this report.

14 Background papers

None

Chief Officer Confirmation of Report Submission			
Cabinet Member Confirmation of Briefing			
Report for:	Mayor	<input type="checkbox"/>	
	Mayor and Cabinet	<input checked="" type="checkbox"/>	
	Mayor and Cabinet (Contracts)	<input type="checkbox"/>	
	Executive Director	<input type="checkbox"/>	
Information	<input type="checkbox"/> Part 1	<input checked="" type="checkbox"/>	Part 2 <input type="checkbox"/> Key Decision <input checked="" type="checkbox"/>

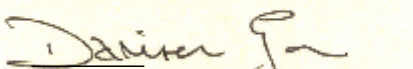
Date of Meeting	18 May 2016
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Title of Report	Lewisham Homes Management Agreement
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Originator of Report	Genevieve Macklin	Ext. 46057
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At the time of submission for the Agenda, I confirm that the report has:

Category	Yes	No
Financial Comments from Exec Director for Resources	x	
Legal Comments from the Head of Law	x	
Crime & Disorder Implications	x	
Environmental Implications	x	
Equality Implications/Impact Assessment (as appropriate)	x	
Confirmed Adherence to Budget & Policy Framework	x	
Risk Assessment Comments (as appropriate)		
Reason for Urgency (as appropriate)		

Signed:  Executive Member

Date: _____ 12 April 2016 _____

Signed:  Director/Head of Service

Date _____ 12 April 2016 _____

Control Record by Committee Support

Action	Date
Listed on Schedule of Business/Forward Plan (if appropriate)	
Draft Report Cleared at Agenda Planning Meeting (not delegated decisions)	
Submitted Report from CO Received by Committee Support	
Scheduled Date for Call-in (if appropriate)	
To be Referred to Full Council	

MAYOR AND CABINET			
Title	Lewisham Homes Management Agreement		
Key decision	Yes	Item no	
Wards	All		
Contributors	Executive Director Customer Services, Head of Law		
Class	Part 1	18 May 2016	

1 Summary

- 1.1 On 14 January 2015 Mayor and Cabinet noted the timetable and scope of a project to extend the Lewisham Homes' Management Agreement after its expiry in June 2017. This project was to include a review of the potential ways in which Lewisham Homes might further evolve to help meet the Council's housing priorities to reflect the continued financial pressure on the Council and the wide ranging housing changes being brought forward in legislation such as the Housing and Planning Bill.
- 1.2 Lewisham Homes is a strongly performing ALMO. It is now drawing to the close of the £95m project to deliver the Decent Homes standard across 13,000 homes. This has helped to increase resident satisfaction with repairs from 59 per cent in 2007 to 72 per cent in 2015. Over the nine years of its existence, Lewisham Homes has increased satisfaction from 58 per cent to 71 per cent whilst its management fee has reduced from £22.5m to £18.7m.
- 1.3 Furthermore, in the past three years Lewisham Homes has successfully increased the range and scope of services it provides on behalf of the Council. It is leading the development of new Council homes on behalf of the Council, with nine homes complete, 75 on site and a further 102 homes approved by Mayor and Cabinet to start on site imminently. Since January 2015 it has led a programme of housing acquisition as one of a number of approaches to tackle the homelessness crisis affecting London, and in the past year has purchased 23 homes at a cost that means the Council can both offer better accommodation and save money, and has a further 25 homes in the purchase process.
- 1.4 Since the wider review of the management agreement of last year, two service transfers have already taken place to reflect an evolving approach whereby operational services are considered for transfer to Lewisham Homes, when doing so might enable those services to be both more responsive to tenants' needs, and to be delivered more efficiently. The first two of these transfers have completed, and now sees all grounds maintenance services on Lewisham Homes estates provided directly by Lewisham Homes staff as well as sheltered

housing transferred and an enhanced service offered to residents.

- 1.5 A new Management Agreement is therefore an opportunity for the Council to formally record the direction that has already emerged over the past three years. This is an opportunity to review the purpose and function of the organisation, and the roles that it can most usefully play in supporting the Council to deliver its housing aims in the light of legislative, financial and strategic change. At the same time, by extending the duration of the existing agreement, this is an opportunity to put Lewisham Homes onto a sound strategic and financial footing, enabling it to plan for the medium term, and to recruit and retain the staffing capacity appropriate to the purpose that the Council has set for it over that period.
- 1.6 This report therefore sets out for Mayor and Cabinet the terms on which the management agreement is intended to be extended and lists the additional services that are currently under review for potential transfer from the Council to Lewisham Homes. Each of these services will be brought back to Mayor and Cabinet for a separate decision at the appropriate time, as will any final decisions about the establishment of a charitable community benefit society of Lewisham Homes, the rationale for which is also set out in this report.

2 Policy Context

- 2.1 The proposed changes to Lewisham Homes' Management Agreement will be designed to help the Council deliver on a number of its key policy priorities. It supports the achievements of the Sustainable Community Strategy policy objectives:
 - Ambitious and achieving: where people are inspired and supported to fulfil their potential.
 - Empowered and responsible: where people can be actively involved in their local area and contribute to tolerant, caring and supportive local communities.
 - Healthy, active and enjoyable: where people can actively participate in maintaining and improving their health and well-being, supported by high quality health and care services, leisure, culture and recreational activities.
- 2.2 The proposed recommendations are also in line with the Council policy priorities:
 - Strengthening the local economy – gaining resources to regenerate key localities, strengthen employment skills and promote public transport.
 - Clean, green and liveable – improving environmental management, the cleanliness and care for roads and pavements and promoting a sustainable environment.
- 2.3 It will also help meet the Council's Housing Strategy in which the Council commits to the following key objectives:

- Helping residents at times of severe and urgent housing need
- Building the homes our residents need

3 Recommendation

Mayor & Cabinet is recommended to:

- 3.1 Note the terms and scope for the proposed extension of the Management Agreement between the Council and Lewisham Homes as outlined in section 6.
- 3.2 Note the proposed revised Management Agreement and Schedules attached at Appendix 1 and Appendix 2.
- 3.3 Note the service areas which remain under consideration for a potential transfer to Lewisham Homes in the future, as set out in section 6 and that further reports will be brought back for consideration by the Mayor for each of these in due course
- 3.4 Note the high-level rationale for the establishment by Lewisham Homes of a community benefit society, to act as a vehicle to widen the Council's housing delivery options, and that a further report will be brought back to both Housing Select Committee and Mayor and Cabinet before that society is put into place.
- 3.5 Note that the Housing Select Committee has scrutinised the proposals in this paper, and that its comments have been reflected in those proposals, as set out in section 7.
- 3.6 Agree that Lewisham Homes' management agreement be extended for 10 years.
- 3.7 Agree that officers should seek approval for the extension from the Secretary of State.
- 3.8 Agree that the Executive Director for Resources and Regeneration with the advice of the Head of Law be delegated authority to finalise the revised management agreement and schedules.

4 Background

- 4.1 Previous government policy required Local Authorities to undertake a stock options appraisal to develop a strategy by which all their stock could meet the Decent Homes Standard. In order to bring in the investment needed to achieve this objective, the government provided three main ways to support local authorities who need additional funding to make their homes decent. These were:
 - Setting up an Arms-Length Management Organisation (ALMO)
 - Entering into a Private Finance Initiative (PFI) contract

- Transferring properties to a Registered Provider of social housing
- 4.2 The creation of Lewisham Homes as an ALMO was a major strand of Lewisham's Decent Homes strategy which was agreed by full Council on 29 June 2005 and approved by the Office of the Deputy Prime Minister (ODPM) in November 2005. The strategy also made use of the government's Private Finance Initiative and stock transfers to Housing Associations.
 - 4.3 Lewisham Homes was established in June 2007 and currently manages 13,000 social housing tenancies and 5,000 leasehold properties within the borough, on behalf of the Council. The details of the arrangements between the Council and the ALMO for the delivery of the Housing Management service are set out in a Management Agreement that was established at the inception of the ALMO. This initial management agreement was for ten years and is due to expire in June 2017.
 - 4.4 Lewisham Homes is a strongly performing organisation which has improved housing management services considerably in the short time that it has been charged with managing the Council's housing stock. This year it will manage more capital expenditure, and will continue to make more Council homes "decent".
 - 4.5 By the end of March 2017, Lewisham Homes will have fully completed the Decent Homes works and the Council will be able to make greater use of its programme management and service delivery expertise in other service areas.
 - 4.6 In recent years various amendments have been made to the management agreement to allow Lewisham Homes to take on additional services on behalf of the Council, including management of the Council housing IT systems, the delivery of the new build housing programme, grounds maintenance on estates, and potentially to provide an enhanced Sheltered Housing management service.
 - 4.7 In addition to expanding its housing management services, Lewisham Homes has also been making excellent strides in developing the first new Council homes on behalf of the Council; the first of these homes have now been completed, and an update on progress is provided elsewhere on this agenda. It is also leading on acquiring new temporary accommodation on behalf of the council to help us manage the increasing housing need in the borough.

5 National policy and legislative change

- 5.1 Since the General Election in May 2015 a large number of changes have taken place in the housing policy context. The Housing and Planning Bill was introduced into Parliament on 13th October 2015 and is expected to receive Royal Assent early in 2016. This bill contains a number of significant measures including:
 - A requirement for local authorities to consider selling high value assets, and pay a set amount to the Treasury

- ‘Pay to Stay’ for households in social housing who earn more than £40,000 a year in London
 - The Right to Buy extended to tenants of Housing Associations
- 5.2 In addition, the Welfare Reform and Work Bill includes further changes to welfare. Announcements in the budget and in the Comprehensive Spending Review introduce further changes including:
- A one per cent reduction in social rents
 - Further welfare reform including a reduction of the benefit cap
 - A shift towards new homes being provided for ownership rather than to rent.
- 5.3 The changes outlined above, alongside the on-going financial challenges faced by local authorities, means that the Council has to consider carefully how it adapts its strategy to meet these new challenges.
- 5.4 Since the establishment of Lewisham Homes, the Council has been reframing its Housing role so that it focuses more on the strategic aspects of housing demand, housing supply and housing need, whilst expanding the role of Lewisham Homes to become the main organisation undertaking operational housing management services on behalf of the Council. The principle behind the approach is to combine all services provided to residents under single management, in order to both drive up the level of responsiveness to specific local preferences, and to achieve operational and management efficiencies.
- 5.5 Given that Lewisham Homes is operating successfully, it is recommended to extend their scope to enable the Council to meet the increasing demand for housing as well as the policy and legislative changes required by government.

6 Proposed terms for management agreement extension

- 6.1 This section outlines the terms that have been discussed and agreed in principle at an officer level between officers of Lewisham Homes and the Council, and which have been reviewed on a number of occasions during that process by the Housing Select Committee.

Length of contract extension

- 6.2 It is proposed that the contract be extended by a period of 10 years, subject to the termination clauses set out below.

Provisions for termination

- 6.3 On 16 September 2015 when Housing Select Committee first considered the proposal to extend the management agreement, it recommended that “with the level of uncertainty and associated risks at the present time, a ‘break clause’ should be considered so both parties can review the agreement at a later date.”
- 6.4 Under the proposed new terms the Council is entitled to terminate the

Agreement at its discretion on the fifth anniversary of the Commencement Date.

6.5 It may also terminate in the following circumstances:

- where any tenants propose the formation of a tenant management organisation and in compliance with legislation a tenant management organisation is established which affects a substantial portion of the stock managed by Lewisham Homes;
- where Lewisham Homes is in material breach of its obligations and the breach is irremediable;
- where it is insolvent

Form of agreement

6.6 As part of the review, the management agreement document will be simplified and updated. However the requirements for Lewisham Homes to report its Business Plan and performance to Housing Select Committee and to Mayor & Cabinet will remain unchanged.

Scope of agreement

6.7 As outlined in 5.4, the revisions to the management agreement are designed to help enable Lewisham Homes to become the main organisation undertaking housing management services on behalf of the Council, Listed below are the services which have already been transferred or work is underway to transfer the service to Lewisham Homes. Further services of this kind may be considered for transfer in the future depending on the priorities of the Council and the performance of Lewisham Homes.

Service	Date
Professional Services Procurement in respect of managed budgets	1 April 2016
New Build Procurement in respect of managed budgets	1 April 2016
Commercial Aerial Leases	1 April 2016
Lumber Collection and Bulk Refuse	1 April 2016
Grounds Maintenance	1 April 2016
Operational management of Private Sector Leased properties used for temporary accommodation	To be agreed
Pest Control	To be agreed
Enhanced Sheltered Housing	1 April 2016
Operational management of Hostels used for temporary accommodation	To be agreed
Community Centres on Housing	To be agreed

Estates
Acquisition of properties for July 2015
temporary accommodation

6.8 Any additional proposed service transfer will be subject to a business case being drawn up by officers and further reports brought back for consideration by the Mayor in due course.
Timetable and next steps

6.9 If approved by Mayor & Cabinet, officers will approach the Secretary of State in order to receive the consent required to extend the agreement. It is anticipated that the new management agreement will commence in Spring 2016.

7 Community Benefit Society

7.1 Mayor and Cabinet will be aware that the Council is bringing forward the development of new homes using a wide range of approaches. These range from direct development, managed by Lewisham Homes, through a range of partnerships including directly with residents themselves using the Community Land Trust model, to large scale long term investment projects in partnership with the private sector, such as that proposed at Besson Street. It also includes a programme of property acquisition, again led by Lewisham Homes and financed by the Council.

7.2 The on-going changes in the wider housing policy context, such as those contained in the Housing and Planning bill which will require Councils to sell "high value" void properties, reduce rents by 1 per cent for four years, and charge market rents to some higher earners, all affect the business model through which new homes are developed and managed. For instance the 1 per cent rent reduction has already led to the project to develop 51 new high quality homes for extra care at Campshill Road in Lewisham Central to be stalled.

7.3 This state of continual change means that it is right for the Council to continue to review all options regarding how it can continue to build and acquire new homes. As the Council's main provider of all types of affordable housing, Lewisham Homes is exploring with the Council the potential to establish a charitable community benefit society for the express purpose of providing new affordable homes for the people of Lewisham. Officers are taking advice on the range of benefits that this approach may offer, drawing in the main on the fact that – because of the charitable nature of the organisation – the homes developed and owned by this organisation may be safeguarded for long term use as affordable housing regardless of the constantly changing policy environment.

7.4 The terms of the management agreement with Lewisham Homes do allow, in theory, for Lewisham Homes to create such an organisation. Were this approach to be pursued, then it could be used for instance as the vehicle through which Lewisham Homes acquires new properties on behalf of the Council. Additionally, the community benefit society could build new affordable homes on behalf of the Council when appropriate sites are identified, although

this would always be subject to Council decision making, and rules surrounding best consideration when land transactions are considered.

- 7.5 Officers propose that further work be undertaken to review the options for the scale and scope of a potential charitable community benefit society for Lewisham Homes, to enable the board of Lewisham Homes, and subsequently the Mayor, to make all necessary decisions to enable its creation, if appropriate. It is anticipated that these decisions could be made in the summer/autumn of 2016.

8 Comments of Housing Select Committee

- 8.1 The Housing Select Committee has been engaged in the negotiation and drafting process throughout the project to extend the management agreement between the Council and Lewisham Homes. The matter has been considered at three separate Committee meetings, at the start of the process in September 15 (check), when a draft heads of terms was available in January 2016, and then to review a draft of this report on 9 March. The comments of Housing Select Committee have been incorporated into this final draft.

9 Financial Implications

- 9.1 Under the extended management agreement, Lewisham Homes will continue to be paid an annual management fee. The method of calculating that fee will be set out in the financial schedule of the agreement and will form a part of the HRA budget agreed annually as a part of the Council's budget setting process.
- 9.2 The finance schedule will also cover financial management and control requirements, relating to budget setting, monitoring and final accounts, and will set out arrangements for payments and the collection of income.
- 9.3 Funding for the transfer of new services will need to be contained within existing budgets, in both the General Fund and the Housing Revenue Account.
- 9.4 The proposal to give Lewisham homes the ability to establish a community benefit society is intended to give Lewisham Homes a tool under the management agreement to develop new ways of delivering new homes within the borough. To this extent, there are no financial implications in the recommendation relating to this proposal. A thorough assessment of the financial benefits and implications will need to be undertaken and reported back to members before the establishment of such a society and decisions on investment in and asset transfers to that society can take place.

10 Legal Implications

- 10.1 Section 27 of the Housing Act 1985, provides the power to allow another person to exercise housing management on behalf of the local housing authority. This power enabled Lewisham Homes to be set up in 2007. The approval of the Secretary of State is necessary for such an agreement, and the variation or extension of a provision of a management agreement.

- 10.2 By virtue of Section 105 of the Housing Act 1985, there is a duty to consult secure tenants who are likely to be substantially affected by a matter of housing management i.e. which relates to the management of dwelling houses let by the Council under secure tenancies.
- 10.3 Lewisham Homes is a company limited by guarantee not having a share capital and is wholly owned by the Council. It has its own governance arrangements which are governed by its Articles which sets out its objects. Its decision making is through a Board comprising fifteen members consisting of three Council Board members, seven Board members representing tenants and leaseholders and five independent Board members. This conforms to the model for ALMOs recommended by DCLG. Subject to the provisions of the Companies Act 2006 and the directions of the London Borough of Lewisham in general meeting the business of Lewisham Homes is managed by its Board.
- 10.4 Lewisham Homes has its own Standing Orders and Financial Regulations which are approved by the Council and its accounts are subject to internal and external audit.
- 10.5 The proposed new Management Agreement requires Lewisham Homes, as the Council's housing manager for its housing stock, to comply with all statutory requirements to be observed and performed in connection with the services and to discharge all statutory functions of the Council delegated by the Council to it pursuant to section 27 of the Housing Act 1985 (as amended).
- 10.6 As set out in paragraph 6.7 the Council has currently delegated various functions to Lewisham Homes and plans to delegate further housing management functions to bring all of its housing management services under one operation. This is permissible under the legislation. The new Management Agreement will set out clearly the functions to be delegated.
- 10.7 The services proposed to be undertaken by Lewisham Homes under the new Management Agreement are largely regulated by statute and are subject to the regulatory framework of the Regulator, which is the HCA, where applicable. However, the new Agreement also provides for monitoring and overview by the Council. To achieve this, Lewisham Homes requires Lewisham Homes to submit a Business Plan which incorporates performance indicators as to its performance. Annex 1 to the schedules of the new Management Agreement sets out the requirements of the Business Plan which is subject to a three year substantial review and intervening annual reviews.
- 10.8 The Council has set out financial arrangements at Schedule 6 with which Lewisham Homes has to comply which provides for financial monitoring by the Council on a quarterly basis.
- 10.9 If Lewisham Homes fails to provide any of the services or is in breach of its obligations, the Council has a contractual right to set a remedial plan for improvement within set timescales and to terminate services or the whole Agreement if the plan is not met within these timescales.

- 10.10 There is a requirement for consultation and engagement with tenants and leaseholders through a Community Engagement Strategy, the form of which is annexed to the new Management Agreement. No variation of a tenancy is permitted without the Council's prior written consent
- 10.11 The usual protections are provided in the new Agreement including those relating to data protection and data sharing, Freedom of Information in compliance with statute, health and safety, insurance, and the handling of complaints. There is also an IT protocol governing the use of the Council's computer systems and or software.
- 10.12 Where further functions are delegated to Lewisham Homes, a process has to be followed which is set out at Schedule 3 which includes consultation with employees who may transfer and compliance with the Transfer of Undertakings Protection of Employee Regulations 2006 (TUPE).
- 10.13 There is a requirement for Lewisham Homes to co-operate and assist the Council in the discharge of functions which are reserved to the Council, for example its nomination and allocation rights.

11 Crime and Disorder Implications

- 11.1 There are no specific crime and disorder implications arising from this report.

12 Equalities Implications

- 12.1 There are no specific equalities implications arising from this report.

13 Environmental Implications

- 13.1 Any environmental implications arising from the services which are proposed to be transferred to Lewisham Homes will be dealt with in subsequent reports to Mayor and Cabinet covering these service transfers.

14 Background documents and originator

- 14.1 The following documents are attached to this report:
- 14.2 Appendix 1: proposed new Lewisham Homes Management Agreement
- 14.3 Appendix 2: proposed schedules to the new Lewisham Homes Management Agreement
- 14.4 If you would like any further information on this report please contact Jeff Endean on 020 8314 6213

Draft Date 7 April 2016

THE LONDON BOROUGH OF LEWISHAM (1)

- and -

LEWISHAM HOMES (2)

AGREEMENT FOR
HOUSING MANAGEMENT AND OTHER SERVICES

DATED 2016

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THIS AGREEMENT is made the day of 2016

BETWEEN:

(1) **THE LONDON BOROUGH OF LEWISHAM** of 1 Catford Road, Town Hall, Catford, London, SE6 4RU ("the Council");

and

(2) **LEWISHAM HOMES LIMITED** whose registered office is situated at Old Town Hall, Catford Road, London, SE6 4RU ("the Organisation").

WHEREAS

- (A) The Council is the local housing authority for its area pursuant to Sections 1 and 2 of the Housing Act 1985 and pursuant to the powers contained in that Act provides housing accommodation and exercises general management, regulation and control of its housing accommodation.
- (B) Pursuant to Section 27 of the Housing Act 1985 and with the approval of the Secretary of State and pursuant also to Section 1 of the Localism Act 2011 and all other enabling powers the Council agrees that a third party exercises such of the Council's management and other functions as are herein specified.
- (C) The Council and the Organisation have agreed to terminate the Original Management Agreement with effect from the date of this Agreement and that the Organisation shall provide and the Council shall co-operate with it in providing the Services in the manner and upon the terms hereinafter set out.
- (D) The Council and the Organisation intend to work together within a spirit of mutual cooperation and partnership in order continuously to improve the Services and the way in which they are delivered.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions are as follows:-

"Agreement" means this Agreement (including the Schedules and Annexes) and any variations in accordance with Clause 56.

"Business Plan" means the document so entitled which describes the outputs to be achieved by means of the Services to be provided by the Organisation which to be submitted by the Organisation pursuant to Clause 6 and any variations of such document made pursuant to Clause 63.

"Business Plan Format" is the format for the Business Plan for the Services to be provided by the Organisation and forming Annex 1.

"Commencement Date" means []

"Contract Period" means the period beginning on the Commencement Date and continuing for ten years unless (a) terminated sooner in accordance with Clause 58 or in accordance with common law or statute or (b) terminated or extended in accordance with Clause 55.

"Contract Standard" means the standard to which the Services are to be provided as defined in Clause 13.

"Council's Computer Systems" means the computer hardware systems owned, leased and/or operated from time to time by the Council or any third party either in whole or in part in connection with the Undertaking.

"Council's Data" means any information or data compiled by or on behalf of the Council in connection with the Services.

"Council's Emergency Officer" means the Chief Executive of the Council or such other individual as the Council may appoint from time to time.

"Council's Representative" means the person nominated pursuant to Clause 53.

"Council's Software" means any computer software owned by or licensed to the Council relating to or used in connection with the Services.

"Dwelling" means any leasehold or tenanted dwelling house to be managed by the Organisation pursuant to this Agreement and includes (a) any part of a building occupied or intended to be occupied as a separate dwelling house (in particular but without limitation a flat and the communal areas of blocks of flats save that any flat let together with a shop unit as part of the same demise or otherwise as set out in the Third Schedule shall be excluded), (b) any land, gardens, outhouses, private paths or driveways usually enjoyed with any such dwelling house and (c) group homes for sheltered accommodation provided under the Enabling Acts together with any land, gardens or driveways usually enjoyed with any such sheltered accommodation.

"Enabling Acts" means all those Acts which enable the Council to enter into this Agreement, including (but not limited to) the Housing Act 1985, the Local Government Act 1972 and the Local Government Act 2000

"Expert" means an individual appointed in accordance with Clause 60.

"Fully Funded" means funded to the extent necessary to ensure that there is no liability for the Organisation to make any contributions in relation to the benefits accrued up to the Commencement Date.

"Guidance" means the guidance entitled "Guidance on Arms Length Management of Local Authority Housing" and any subsequent guidance which modifies or replaces the same.

"ICT Protocol" means the protocol referred to in Clause 20 and appearing in the Fourth Schedule as updated from time to time

"Key Documents" means the documents listed in the First Schedule or such other list as may be agreed between the parties from time to time.

"Loan Facility Agreement" means the agreement or agreements entered into between the parties in or around March 2016 setting out the terms of the loan facility made available to the Organisation by the Council for the purposes more particularly described in Clause 18A.

"Management Fee" means the fee received by the Organisation from the Council for providing the Services and for rent collection accordance with Clause 45 as more particularly described in the Sixth Schedule.

"Organisation's Representative" means the person who is to represent the Organisation appointed pursuant to Clause 16.

"Original Management Agreement" means the Agreement for Housing Management and other Services between the Council and the Organisation dated 26 June 2007 together with any Deeds of Variation thereto

"Performance Indicators" means the Performance Indicators more particularly defined in the Business Plan

"Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and shall be deemed to include (without limitation) the Acquired Rights Directive 77/187 (howsoever amended or interpreted) as it applies to the Council and/or this Agreement and/or this or any subsequent transfer of the Undertaking.

"Regulator" means the Homes and Communities Agency or any successor body

"Relevant Employee" means the employees which are the subject of a Relevant Transfer

"Relevant Transfer" means a relevant transfer for the purposes of TUPE

"Services" means the services to be provided by the Organisation in accordance with the Agreement and includes any variations thereto made pursuant to Clause 56.

"Service Transfer Agreement" means such form of agreement for the transfer of services from the Council to the Organisation as may be agreed between the parties in accordance with the terms of Clause 12.

"Standing Orders and Financial Regulations" means the Organisation's rules and procedures adopted from time to time in accordance with Clause 13.5.

"Tenancy Conditions" means the conditions on the basis of which the Council's tenants occupy the Dwellings and shall be deemed to include all the rights and obligations of the Council's tenants whether statutory or contractual and whether or not expressly incorporated.

"Tenant Management Organisation" means a Tenant Management Organisation as defined in Section 27AB(8) of the Housing Act 1985.

"Term" means the period commencing on the Commencement Date and expiring pursuant to Clause 55 subject to earlier termination or subsequent extension as herein provided.

"Transferring Employees" means an employee of the Council (excluding, to avoid doubt (without limitation), any person engaged by the Council as an independent contractor or persons employed by any sub-contractor engaged by the Council) whose contract of employment becomes, by virtue of the application of TUPE in relation to what is done for the purposes of carrying out this Agreement between the Council and the Organisation, a contract of employment with the Organisation

"TUPE" means the Transfer of Undertakings (Protection of Employment) Regulations 2006

"Undertaking" means all of the undertaking of the provision of housing management services by the Council its servants or agents immediately before the Commencement Date

"Working Day" means any day between the hours of 9.00 am and 5.00 pm save for Saturdays, Sundays, public holidays and other non-statutory holidays taken as public holidays by the Council and in relation to any time after 5.00 pm shall mean the following Working Day.

- 1.2 Reference to the Organisation's personnel shall be deemed to include the Organisation's directors and employees and the Organisation's agents, sub- contractors and essential visitors (as referred to in Clause 33.2) unless the context otherwise requires.
- 1.3 The Agreement shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference which shall arise between the Council or the Council's Representative and the Organisation out of or in connection with the Agreement.
- 1.4 A reference to the Enabling Acts or any other Act of Parliament, or to any Order, Regulation, Statutory Instrument, or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.
- 1.5 Words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include firms and corporation.
- 1.6 References to Clauses, Schedules and Annexes shall be deemed to be references to the Clauses in and the Schedules and Annexes to this Agreement as so numbered.
- 1.7 In this Agreement headings are included for ease of reference only and shall not affect this Agreement or the interpretation thereof.

2. THE BUSINESS PLAN

- 2.1 The current Business Plan is set out in Annex1.
- 2.2 The Business Plan:-

2.2.1 sets all the outputs of the Organisation, the key performance requirements of the Services and includes the performance standards and target timescales expected;

- 2.2.2 includes the overall strategy and objectives of the Organisation and how the Organisation will deliver the key strategic goals of the Council and the community the Council represents;
- 2.2.3 details the financial and staffing resources required to enable the Organisation to deliver the Business Plan and perform the Services with skill, care and diligence;
- 2.2.4 shall promote effective performance and efficiency having regard to value for money and best value principles; and
- 2.2.5 provides a summary of the past year's achievements and performance targets.

3. COMMITMENT TO THE COMMUNITY

- 3.1 The Services to be carried out by the Organisation are set out in the Business Plan and are part of an important relationship between the Council and the community it represents. The Organisation through the Business Plan will ensure that all its policies and activities support the Council's Sustainability Community Strategy and will on request provide the Council with information to help the Council to update and develop related strategies.

4. EQUAL OPPORTUNITIES

- 4.1 The Council has a strong commitment to equal opportunities and in providing the Services the Organisation shall operate equal opportunity policies and procedures in all aspects of its work. By implementing these policies and procedures the Organisation shall ensure that it does not discriminate against any person or other organisation on the grounds of race, ethnic origin, disability, nationality, gender, sexuality, age, class, appearance, religion, responsibility for dependants, unrelated criminal activities, being HIV positive or having AIDS, or any other matter which causes a person to be treated with injustice.
- 4.2 The Organisation shall follow the best professional practice in relation to equal opportunities and in particular (but without limitation) shall comply with all relevant legislation as well as statutory and other official guidance and codes of practice.
- 4.3 The Organisation shall maintain its own Equality and Diversity Strategy. The Organisation may amend the Equality and Diversity Strategy from time to time

5. TENANT AND LEASEHOLDER INVOLVEMENT

- 5.1 The Organisation will maintain a Community Engagement Strategy to support and encourage involvement by the Council's tenants and leaseholders and the Business Plan will include sufficient resources to ensure that the objectives of the Organisation's Community Engagement Strategy are met.
- 5.2 The Community Engagement Strategy will be reviewed and consulted upon from time to time and sufficient resources will be provided for in the Business Plan to implement any changes resulting from the review.

6. FUTURE BUSINESS PLANS

- 6.1 Prior to implementation future Business Plan's must be approved in accordance with the parties' respective decision-making processes.

- 6.2 The parties agree that there shall be a detailed review of the Business Plan once every three years with the timetable for each review process being agreed in advance between the parties allowing sufficient time for full consideration of any proposals submitted by the Council to the Organisation prior to implementation of the future Business Plan. Reviews shall be completed in accordance with the terms of Annex 1 with subsequent detailed reviews concluding triennially thereafter.
- 6.3 Notwithstanding this detailed review by the Council of the Organisation's Business Plan the Organisation shall in accordance with such timescales are agreed in accordance with Annex 1 each year present to the Council the draft Business Plan for approval. Either party proposing significant changes to the Business Plan in these intervening years must act reasonably and the party proposing the change shall demonstrate to the other party clear justification for requiring that change.
- 6.4 In the event that the Council and the Organisation shall not have agreed the Business Plan within two months of the relevant anniversary of the Commencement Date the matter shall be resolved in accordance with the dispute resolution provisions in Clause 60 and pending the resolution the then current Business Plan shall continue in full force and effect (incorporating such changes as shall have been agreed by both parties) until the resolution whereupon the draft Business Plan shall be adopted in accordance with the outcome of the dispute resolution process.

7. OFFICIAL RETURNS ETC

- 7.1 Organisation shall keep and maintain all necessary information and shall provide all necessary assistance to enable the Council to complete all necessary returns of housing statistics and other information relating to the Services as notified by the Council to the Organisation from time to time.
- 7.2 The Organisation shall provide the Council with such assistance and information as the Council may reasonably require (in line with the Council's budget timetable) to enable it to allocate such expenditure as the Council may incur under this Agreement between its general fund and housing revenue accounts.
- 7.3 The Organisation will provide such information as the Council from time to time shall reasonably require to permit the Council to complete management reports (whether of a regular or cyclical nature) on the provision of the Services.

8. ADVICE AND SUPPORT IN DEVELOPING CORPORATE STRATEGIES AND REVIEWS IN THE COUNCIL

- 8.1 The Organisation will be a strategic partner of the Council. The Council shall consult the Organisation on developing corporate strategies relevant to the Organisation and the Organisation will respond promptly to consultation requests on such corporate issues and will provide information as required. The Council shall have regard to such responses, acting reasonably.

9. REPRESENTING THE COUNCIL IN RELATED OR PARTNERSHIP ACTIVITY

- 9.1 The Organisation will at the request of the Council's Representative and in pursuit of Business Plan objectives work with other agencies, bodies and organisations in partnerships, fora and projects. This might include (but not be limited to) area and other consultative fora, community safety meetings, regeneration partnerships and social services case conferences.

9.2 From time to time the parties may agree that the Organisation shall act as the Council's nominated representative for the purposes of fulfilling the Council's role in respect of any such partnership referred to in 9.1 above and as may be specified by the Council and agreed by the Organisation.

10. CONSULTATION WITH STATUTORY AND OTHER BODIES

10.1 The Council's Representative shall carry out any and all consultations and negotiations with statutory or voluntary bodies in relation to such matters as shall from time to time be stipulated by the Council's Representative and the Organisation shall when required to do so by the Council's Representative provide information, advice and assistance to support such consultations or negotiations.

10.2 Subject to Clause 10.1 the Organisation shall carry out all other consultations or negotiations with the said statutory or voluntary bodies and shall respond to any enquiries from such bodies in relation to the circumstances of individual tenants or applicants for accommodation on such a basis (as to confidentiality and otherwise) as is appropriate and consistent with both the Organisation's and the Council's legal obligations and duties.

11. CONSULTATION WITH TENANTS

11.1 Without prejudice to its continuing obligations under Section 105 of the Housing Act 1985 or Section 137 of the Housing Act 1996 the Council shall whenever reasonably requested by the Organisation to do so or otherwise as the Council shall deem appropriate in connection with the Services consult with its tenants about the subject-matter of this Agreement including but not limited to any decision

11.1.1 not to renew this Agreement pursuant to Clause 55; or

11.1.2 to change the status of the Organisation in which circumstances the consultation shall take the form of a ballot of secure and introductory tenants.

11.2 Where appropriate and where there is no conflict any consultation under this clause shall be carried out in the joint names of the Organisation and the Council.

12. FUNCTIONS DELEGATED

12.1 The functions delegated by the Council for the purposes of this Agreement shall be those functions or activities identified in Part I of the Second Schedule as the responsibility of the Organisation.

12.2 The parties have identified a number of functions more particularly described in Part II of the Second Schedule which it is agreed in principle the Council may delegate to the Organisation on such future date or dates as may be agreed and subject to the parties first entering into a Service Transfer Agreement in such form as may be agreed between the parties..

12.3 The Organisation shall at any time be entitled to propose the delegation from the Council of any further functions or activities to the Organisation where the Organisation believes that such delegation may assist in the delivery of an improved housing service to tenants and leaseholders of the Council. The Council, upon receiving such a proposal at its discretion shall have regard to such proposal acting reasonably. Any further functions delegated under this clause 12.3 shall be delegated to the Organisation upon the parties entering into a form of Service Transfer Agreement and subject to the parties' agreement on any subsequent adjustment to the Management Fee.

13. PROVIDING THE SERVICES

- 13.1 In consideration of the Management Fee the Organisation shall at all times perform the Services to the satisfaction of the Council's Representative in accordance with and in compliance with the Contract Standard which shall require the Organisation to perform the Services with all due skill, care and diligence and in accordance with and otherwise in compliance with:-
- 13.1.1 the Business Plan and in particular (but without limitation) the key performance requirements of the Services set out therein;
 - 13.1.2 any reasonable instructions issued to the Organisation by the Council Representative pursuant to or in connection with the Agreement;
 - 13.1.3 any conditions upon the approval given by the Secretary of State pursuant to Section 27 of the Housing Act 1985, to delegate those functions referred to in Clause 12;
 - 13.1.4 in a manner which shall preserve, promote and enhance and shall not prejudice the reputation and interests of the Council;
 - 13.1.5 in good and full co-operation with any other company or consultant engaged by the Council to carry out related or relevant works or services on behalf of the Council;
 - 13.1.6 in a manner which has regard to the interests and welfare of tenants and/or residents and the management and maintenance of the Dwellings to a high standard; and
 - 13.1.7 all legislation.
- 13.2 The Organisation shall inform the Council's Representative promptly of and confirm in writing if the Organisation is unable or fails to provide the Services or any part thereof, or if the Organisation is aware of anything of whatsoever nature and whether or not the result of any act or omission on the part of the Council which prevents or hinders or which may prevent or hinder the Organisation from complying with the Agreement giving details of the circumstances, reasons and likely duration. The provision of information under this Clause shall not in any way release or excuse the Organisation from any of its obligations under the Agreement.
- 13.3 Should the Organisation require any further instruction or information which is necessary for or in connection with the provision of the Services, the Organisation shall make a written application in adequate detail for the same to the Council's Representative and the Council shall respond within a reasonable period.
- 13.4 The Organisation shall at all times during the provision of the Services allow the Council's Representative and such persons as may from time to time be nominated by the Council's Representative access to:-
- 13.4.1 all offices and work places of the Organisation for the purpose of monitoring and inspecting work being performed in order to provide the Services;
 - 13.4.2 all offices and work places of the Organisation for the purpose of inspecting any or all records and documents in the possession, custody or control of the Organisation in connection with the provision of the Services;
 - 13.4.3 any personnel or agents of the Organisation for the purpose of interviewing such persons in connection with the provision of the Services;

- 13.4.4 for the purposes of complying with Clauses 13.4.1-13.4.3 all technology, resources, equipment, systems and procedures used or proposed to be used in connection with the provision of the Services.
- 13.5 The Organisation shall maintain its own Standing Orders and Financial Regulations which should reflect best practice and provide a practical source of advice to assist officers in the discharge of their duties.
- 13.6 The Organisation shall ensure that the Council has at all times access to current versions of the Key Documents. The Organisation shall notify the Council's Representative or such other officer of the Council as may from time to time be notified to the Organisation for the purposes of this clause 13.6 only of any change to the Key Documents as soon as practicable and in any event no later than 14 days from later of the change taking effect or the documentation being available.
- 13.7 If the Organisation is unable or fails to provide the Services or any part thereof in accordance with the requirements of Clause 13.1, the Council may itself provide or may employ and pay other persons to provide the Services or any part thereof and all costs incurred thereby shall (if and to the extent the Council so determines) be reflected in a variation to the then Business Plan. The Council's rights under this Clause 13.7 shall be without prejudice to any other rights or remedies which it may possess.
- 13.8 The Organisation shall as may be necessary or desirable co-operate, liaise with, and co-ordinate its activities with those of any other companies or any company or subcontractor employed directly or indirectly by the Council and shall provide the Services in harmony with and at no detriment to any other services provided by or on behalf of or to the Council. In particular (but without limitation) the Organisation shall take all practicable steps to ensure that at the expiry or earlier termination of this Agreement any subsequent company or the Council's own employees can immediately provide services to the Council on the same basis and to the same standard as set out herein.
- 13.9 The Organisation shall provide each year to the Council's Representative a copy of its audited accounts within six months of the relevant accounting reference date. In the event that the Organisation fails to provide accounts in accordance with this Clause 13.9 then, without prejudice to any other rights or remedies available to the Council, the Council's Representative or such persons as may from time to time be nominated by the Council's Representative shall be given access to all and any accounting documents and information in the possession, custody or control of the Organisation.
- 13.10 The Organisation shall throughout the Term maintain and implement such quality assurance systems and procedures as are appropriate to enable the Organisation to comply with its obligations under this Agreement and the Organisation shall afford the Council full access to such systems and procedures for audit or other purposes.
- 13.11 The Organisation from its own resources shall join and co-operate with the Council in such tenant consultation and liaison as the Council may reasonably require from time to time.
- 13.12 In addition to the agreed procedures for office opening and availability of staff set out in the Business Plan, the Organisation will ensure that in the event of any emergency or significant unforeseen difficulty occurring with respect to the delivery of the Services appropriate Organisation personnel will advise the Council's Representative as a matter of urgency and will continue to take responsibility for the situation until it is agreed by the Council's Representative that responsibility may be handed over to another agency or authority.

- 13.13 The Organisation shall not, whether itself, or by any director to be engaged in the provision of the Services, or by any person employed by it to provide the Services, solicit or accept any gratuity, tip or any other form of money or take any reward or make any unauthorised charge for any part of the Services.
- 13.14 The Organisation shall not permit its interests to interfere or conflict with its duty (which the Organisation hereby acknowledges) to provide the Services in the utmost good faith.
- 13.15 The Organisation shall notify the Council's Representative immediately upon becoming aware of a matter which the Organisation reasonably considers may be a conflict of interest for the Organisation in providing the Services.
- 13.16 Following receipt of such notification, the Council's Representative and the Organisation's Managing Director shall meet as soon as reasonably practicable to discuss the potential conflict of interest and use all reasonable endeavours to agree upon steps to be taken by the Organisation to eliminate the risk of such potential conflict of interest arising
- 13.17 The parties shall comply with the terms of the Development Delivery Arrangements set out in the Seventh Schedule.

14. STATUTORY REQUIREMENTS

- 14.1 Without prejudice to the particularity of other Clauses in this Agreement the Organisation shall comply with all statutory requirements to be observed and performed in connection with the Services and shall discharge all statutory functions of the Council delegated by the Council to the Organisation for the purposes of this Agreement pursuant to section 27 of the Housing Act 1985 (as amended).
- 14.2 Nothing in this Agreement shall fetter or limit the Council's ability to discharge its statutory functions.
- 14.3 Save in so far as the same arises out of an express provision of this Agreement, the Organisation shall have no right, remedy or claim against the Council arising out of or under this Agreement for any act of omission of the Council whether as planning authority or otherwise save in relation to any deliberate or negligent act or omission of the Council or any of its employees (in the course of their employment).

15. VARIATIONS TO TENANCY AGREEMENTS

- 15.1 The Organisation shall not vary or accept or acquiesce in any variation to the Council's form of secure tenancy agreement or conditions without the prior written consent of the Council.

16. THE ORGANISATION'S PERSONNEL

- 16.1 The Organisation shall employ sufficient persons to ensure that the Services are provided at all times and in all respects in accordance with the Agreement.
- 16.2 The Organisation's personnel employed in and about the provision of the Services shall be properly and sufficiently qualified, competent, skilled, honest and experienced and shall at all times exercise care in the execution of their duties and the Organisation shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Services

16.3 If the circumstances under which the Services are provided are such that any personnel of the Organisation are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) then the Organisation shall ensure that all personnel engaged in the provision of the Services shall provide information in accordance with the said Act and Order about convictions which would otherwise be spent under the provisions of the said Act.

17. ORGANISATION'S REPRESENTATIVE

17.1 The Organisation shall appoint a senior person as its representative empowered to act on behalf of the Organisation for all purposes connected with the Agreement.

17.2 The Organisation shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of any person authorized to act for any period as deputy for the Organisation's Representative and when such deputy ceases to be so authorised.

18. USE OF ASSETS

18.1 The Organisation shall at all times during the Term provide and maintain all such vehicles, equipment and other assets (hereinafter together referred to as "Assets") and materials as may be necessary from time to time for the provision of the Services.

18.2 The Organisation shall be responsible for the maintenance and (where necessary) replacement of all Assets.

18.3 The Organisation shall at all times be responsible for any necessary licensing and for the payment of all licensing fees, taxes and insurances as may be required in connection with the possession or use of all Assets employed in the provision of the Services.

18.4 The Organisation shall put, keep and maintain all Assets employed in the performance of the Services at all times in good and serviceable repair and in such condition as is required for the proper performance by the Organisation of its obligations under the Agreement.

18.5 At the expiry of the Term or upon termination of this Agreement (whichever shall first occur) the Council may serve a notice upon the Organisation requiring the Organisation to transfer free of charge to the Council or any other person or persons as may be specified in such notice (a) all Assets and materials used by the Organisation and (b) the benefit of all contracts or agreements relating to the hire of the Assets.

18.6 Upon receipt of a notice under Clause 18.5 requiring the Organisation to transfer to the Council or any Council nominee the benefit of any contract or agreement for the hire of any Assets the Organisation shall forthwith execute all documents required to effect such transfer and shall deliver such Assets to the Council in such condition as it may be in at the date of the said notice.

18A. ACQUISITION OF PROPERTY

18A.1 The Organisation may acquire residential property on the open market from time to time for the purpose of providing temporary accommodation or such other purposes as the Council may agree from time to time subject to the following constraints:

18A.1.1 each property so acquired must be notified to the Council;

18A.1.2 prior to purchase, the acquisition of any property (i) situated above a commercial premises or (ii) situated outside of the London Borough of Lewisham must be approved by the Council;

18A.1.3 any change in the use of the acquired property must be approved by the Council PROVIDED THAT the Council would not require the Organisation to continue the existing use where this would have a negative financial impact on the Organisation;

18A.1.4 the Organisation shall comply with the terms of the Loan Facility Agreement.

18A.2 The Council shall have one hundred per cent (100%) nomination rights over the property acquired for the purpose described at 18A.1 above.

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 The Organisation shall not:-

19.1.1 assign the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof;

19.1.2 sub-contract the provision of the Services or any part thereof to any person without the previous consent of the Council's Representative and which if given shall not relieve the Organisation from any liability or obligation under the Agreement and the Organisation shall be responsible for the acts, defaults or neglect of any subcontractors, its employees or agents in all respects as if they were the acts, defaults or neglect of the Organisation itself.

19.1.3 The Organisation shall ensure that any sub-contractor permitted to perform any part of the Services under Clause 19.1.2 shall be fully supplied with all necessary information about this Agreement (including any relevant instructions given by the Council's Representative to the Organisation).

19.1.4 The Organisation shall not carry out work for or provide services to third parties (other than in accordance with this Agreement) without the Council's prior written consent which shall not be unreasonably withheld or delayed SAVE THAT the Council's consent shall not be required where the Organisation is reasonably satisfied that such work and or services will not prevent the Organisation from complying with its obligations under this Agreement and PROVIDED THAT the Organisation agrees that it may only carry out work for or provide services to third parties where the performance of such actions does not put the Teckal status of the Organisation at risk of being challenged.

20. USE OF COMPUTER SYSTEMS AND SOFTWARE

20.1 The Council shall permit the Organisation to use for the purposes of providing the Services the Council's Computer Systems and/or Council's Software as set out in the ICT Protocol subject to such terms, conditions and stipulations as are set in the ICT Protocol.

20.2 If and to the extent required the Organisation shall use the Council's Computer Systems and/or Council's Software for the purposes of providing the Services and for the benefit of the Council and shall not under any circumstances (unless expressly authorised so to do by the Council's Representative) make use of the Council's Computer Systems and/or Council's Software for any third person or allow any other person to use the same.

20.3 The Council will from time to time make available to the Organisation the technical specifications of the Council's Computer Systems and/or the Council's Software used by the Council in relation to the Undertaking.

- 20.4 The Organisation shall take all practicable steps to safeguard those parts of the Council's Computer Systems and the Council's Software under the control or influence of the Organisation against unauthorised access, tampering or systems failure.
- 20.5 If at any time the Organisation believes that changes, modifications or updating to the Council's Computer Systems and/or Council's Software or to its other computer systems and/or software (as the case may be) are required or would assist in the provision of the Services the Organisation may make proposals for such changes to the Council's Representative and if the Council's Representative gives his consent to such changes it shall be a condition of such consent that the Council shall be entitled to require the Organisation on termination of this Agreement by expiry of time or otherwise either to take all necessary steps (including the assignment of licences) to vest the rights in such changes and all data and information in respect of the Services and all related matters in the Council or such other person as the Council may direct or to restore the Council's Computer Systems and/or the Council's Software to the status quo prior to the said changes. The cost of such changes modifications or updating shall be reflected in the relevant part of the Business Plan.
- 20.6 On termination of this Agreement by expiry of time or otherwise the Organisation shall transfer all data and information in respect of the Services and all matters relating thereto within a reasonable time and with due expedition to the Council or such other person as the Council may direct and until such transfer shall on being so requested by the Council afford access to the same to the Council or such other person as the Council may authorise including but not limited to permitting use thereof and providing all data and/or information requested.
- 20.7 The Organisation shall ensure that it has suitable security policies and procedures in place to protect the integrity of its systems and data and that these comply with best industry practice, the Council's requirements and the requirements of the Data Protection Act 1998 and other relevant legislation.

21. DATA

- 21.1 Subject to the provisions of Clauses 20 and 22 the Organisation shall be entitled to access such data and information as is stored on the Council's Computer Systems and which the Organisation may require in order to provide the Services.
- 21.2 In addition to any requirements set out in the Business Plan the Organisation will ensure that the Council's Data relating to the Services is kept up-to-date.
- 21.3 Without prejudice to Clause 20.4 and subject to Clause 22 the Organisation shall take all practicable steps to safeguard such data and information as is stored on the Council's Computer Systems and/or Council's Software against unauthorised access, tampering or system failure.

22. DATA PROTECTION

- 22.1 Without prejudice to Clause 21

22.1.1 both parties shall comply with their obligations under the Data Protection Act 1998 (including where appropriate obtaining registration thereunder), the Human Rights Act 1998, the Freedom of Information Act 2000, the Regulation of Investigatory Powers Act 2000 and the Computer Misuse Act 1990 insofar as the performance of the Services and the other requirements of this Contract give rise to obligations under those Acts;

22.1.2 the Organisation shall provide the Council with such information as the Council may require to satisfy itself that the Organisation is complying with the obligations referred to in Clause 22.1.1;

22.1.3 both parties shall provide each other with all such assistance as they may reasonably require to enable the parties to comply with the obligations referred to in Clause 22.1.1;

22.1.4 the Organisation shall notify changes to the registrable particulars and take such other steps as may be necessary to afford the Council access to information which is required by the Council in connection with any of its statutory duties and responsibilities and for any purpose connected with this Agreement.

22.2 Neither party shall knowingly do anything which places the other in breach of its obligations under the Data Protection Act 1998 or under the Human Rights Act 1998 or the Freedom of Information Act 2000.

23. CONFIDENTIALITY

23.1 The Organisation shall not and shall ensure that its employees agents and subcontractors shall not divulge or dispose of or part with possession custody or control of any confidential material or information provided to the Organisation by the Council pursuant to the Agreement or prepared or obtained by the Organisation pursuant to the Agreement other than in accordance with the express written instructions of the Council's Representative or in compliance with statutory requirements.

24. HEALTH AND SAFETY

24.1 Both parties shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1999 (including the provision by the Organisation of a copy of its risk assessment under such regulations) and of all other Acts, Regulations, Orders or rules of law and codes of practice pertaining to health and safety.

25. INSURANCES

25.1 The Organisation's obligation to insure under this Clause 25 shall not apply in respect of a particular area of insurance to the extent that the parties agree that such insurance is not available from a reputable insurer at commercially acceptable rates.

25.2 Subject to Clause 25.1 the Organisation shall at all times maintain in force such policies of insurance with reputable insurers or underwriters approved by the Council as shall fully insure and indemnify the Organisation against its liability:-

25.2.1 to the Council and any employee of the Council;

25.2.2 to the employees of the Organisation;

25.2.3 to any other person.

25.3 The Organisation shall insure against any expense, liability, loss, claim or proceedings in respect of any damage whatever to private property (real or personal) insofar as such damage is due to the negligence, omission or default of the Organisation, its employees or agents or any sub-contractor or person for whom the sub-contractor is responsible.

- 25.4 The Organisation shall maintain insurance to an unlimited sum in respect of personal injury to or the death of any person under a contract of service with the Organisation and arising out of an incident occurring during the course of such person's employment in compliance with the Employer's Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988 and any statutory orders made thereunder.
- 25.5 The Organisation shall maintain all other insurances as may be necessary or prudent for the performance of the Agreement.
- 25.6 The Organisation shall ensure that all relevant insurance policies shall have the interest of the Council endorsed upon them or shall otherwise expressly by their terms confer their benefits upon the Council.
- 25.7 The Organisation shall at the Commencement Date and thereafter on the anniversary thereof and at such other times as the Council may reasonably require supply the Council with certified copies of all insurance policies required by any of the provisions of this Clause and with any cover notes, premium receipts or other documents necessary to show that such policies are fully maintained and otherwise comply with the Agreement.
- 25.8 If and to the extent that the Council is reasonably dissatisfied as to the adequacy of any policy of insurance effected by the Organisation pursuant to this Clause it shall give notice in writing to the Organisation to that effect and upon receipt of such notice the Organisation shall forthwith procure and effect such additional, enhanced or other insurance as the Council may require.
- 25.9 In the event that the Organisation fails to comply with a requirement of the Council in accordance with Clause 25.8 the Council shall be entitled to take either or both of the following steps:-
- 25.9.1 effect such insurances itself and reflect the costs of so doing in the then current Business Plan;
 - 25.9.2 commence termination or other action in accordance with Clause 65.
- 25.10 The Council acknowledges that the Organisation may (if the Council so agrees) discharge its obligations under this Clause by procuring some or all the above insurances through or by the Council or its agents.

26. HOUSING REGULATOR

- 26.1 Without prejudice to the other applicable provisions of this Agreement the Organisation shall co-operate fully with the Regulator in respect of the inspection of
- 26.1.1 the operation of this Agreement and the work of the Organisation and
 - 26.1.2 the Council's own housing service whether in relation to the Organisation's work on behalf of the Council or the Council's own retained functions and activities.

27. PROVISION OF INFORMATION

- 27.1 Without prejudice to the other provisions of this Agreement the Organisation shall provide all relevant information which may be required by the Council in order that the Council can act fairly, properly and in accordance with its statutory obligations in connection with the provision of the Services or the future provision of the same or any similar services and also to deal with investigations or inquiries by the Secretary of State, the District Auditor, Ombudsman and similar persons or bodies. The Council may make a request for any such information at any reasonable time and the Organisation shall comply with that request as soon as possible.
- 27.2 The Organisation shall inform the Council's Representative immediately by telephone or email (and shall confirm in writing delivered by hand or prepaid first class post or facsimile transmission as soon as practicable following such call or email) of any or all of the following matters:-
- 27.2.1 any significant failure by the Council or its employees or agents or other persons providing services to the Council to meet obligations under this Agreement;
 - 27.2.2 any acts or omissions by the Council or such other persons as are referred to in Clause 27.2.1 which prevent or hinder or are likely to prevent or hinder the Organisation from complying with its obligations under this Agreement;
 - 27.2.3 any points of contention or other difficulties with any local tenants groups or comparable tenant representative organisations which might prevent or hinder the Organisation from complying with its obligations under this Agreement.
- 27.3 The Organisation shall co-operate with all Council departments to enable them the better to perform their functions and duties either by means of the provision of information or by such other appropriate means as do not involve out-of-pocket expenditure.
- 27.4 The Organisation shall liaise with Council Members, Members of Parliament and other elected representatives in such a manner as shall be reasonably required from time to time by the Council's Representative.

28. FRAUD

- 28.1 As soon as the Organisation becomes aware of or suspects any fraudulent action or malpractice in the provision of the Services or which otherwise affects it the Organisation's Representative shall notify the Council's Representative.
- 28.2 On receiving notification under Clause 28.1 and without prejudice to the Organisation's legal liability and financial responsibility the Council's Representative shall assume and be given sole responsibility for investigating or arranging for the investigation of such fraudulent action or malpractice.

29. COMPLAINTS

- 29.1 The Organisation shall arrange for notices to be permanently displayed giving information as to how complaints about the provision of the Services may be made. The Organisation shall deal with any complaints received from whatever source in a prompt, courteous and efficient manner.
- 29.2 The Organisation shall keep an electronic record of all complaints received and of the action taken in relation to such complaints. Such records shall be kept available for inspection by the Council's Representative at all reasonable times.

- 29.3 The Organisation maintain a complaints policy to comply with best practice and legislation.
- 29.4 The Organisation shall co-operate fully and provide all such reasonable assistance as may be required by the Housing Ombudsman in the course of its investigations from time to time.

30. LEGAL INVESTIGATIONS

- 30.1 The Organisation immediately upon becoming aware of the same shall notify the Council's Representative of any accident, damage or breach of any statutory provision which affects or might reasonably be expected to affect the Organisation's ability to comply with the Business Plan or deliver the Services in accordance with this Agreement.
- 30.2 If requested to do so by the Council's Representative, the Organisation shall provide the Council's Representative with any relevant information in connection with any legal inquiry, arbitration or court proceedings in which the Council may become involved or any relevant disciplinary hearing internal to the Council and through the appropriate officers or employees shall give evidence in such inquiries or proceedings or hearings.
- 30.3 Should any part of the Services involve the Organisation in performing duties or exercising powers under some other contract it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation forthwith notify the Council's Representative of the existence of any such matter together with such particulars as are available.

31. AUDITS

- 31.1 The Organisation shall at all times (including following the termination of this Agreement) allow or procure for any auditor or for the Council's Representative (or nominee) for the purposes of an internal or external audit or inspection:-
- 31.1.1 immediate access to;
 - 31.1.2 permission to copy and remove any copies of;
 - 31.1.3 permission to remove the originals of any books, records and information in the possession or control of the Organisation which in any way relate to or are or were used in connection with the provision of the Services including (but without limitation) any of the Council's Data and any such information stored on a computer system operated by the Organisation.
- 31.2 The Organisation will provide all co-operation and afford all access to personnel and records in order to assist the Council in carrying out any audits or investigations which are already under way at the Commencement Date and any audits or investigations which are carried out after the termination or expiry of this Agreement.

32. AGENCY

- 32.1 Neither the Organisation nor its personnel shall in any circumstances hold itself or themselves out as being the servant or agent of the Council otherwise than in circumstances expressly permitted by the Agreement.
- 32.2 Neither the Organisation nor its personnel shall in any circumstances hold itself or themselves out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly permitted by the Agreement.

32.3 Neither the Organisation nor its personnel shall in any circumstances hold itself or themselves out as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

33. PROCUREMENT AND CONTRACT LETTING

33.1 Where a contract is let by the Organisation the Council will provide a guarantee that sufficient funds will be made available to the Organisation to enable it to meet and carry out all financial obligations under the contract provided that the Council's liability under such guarantee is limited to the agreed budget which is allocated prior to any such contract being let.

33.2 In the event that any contract results in an overspend which arises out of any emergency or other unforeseen circumstances the Organisation will notify the Council and the parties will meet as soon as reasonably practical to discuss and agree how any such overspend will be managed.

33.3 The Council shall not be unreasonable in withholding its consent to extending the original budget to meet any overspend identified by the Organisation having regard to;

33.3.1 the contractual obligations of the Organisation;

33.3.2 the Organisation's duty to mitigate

33.3.3 the requirement for work to be undertaken under the contract

33.3.4 any alternative methods of delivery

33.3.5 the contract having been entered into on commercial terms normally contained in an arms length contract; and

33.3.6 other resources available to the Organisation to meet the overspend.

33.4 All such contracts shall contain a right for the contract to be novated to the Council at such time as this Agreement is terminated or expires. Collateral warranties or other appropriate security will be obtained to the Council's satisfaction save in circumstances where the Council agrees to waive this requirement.

34. FAILURE TO PERFORM

34.1 No liability shall be incurred by the Organisation if but only to the extent. that such liability would not have arisen if the Council had properly complied with its obligations under this Agreement.

35. PROVISION OF INFORMATION

35.1 Subject always to any legally binding constraints (whether under statute or otherwise) the Council shall use its reasonable endeavours to provide the Organisation with such information as the Organisation may properly require to enable it to comply with its obligations under this Agreement.

36. ASSIGNMENT

36.1 The Council shall not assign the benefit of this Agreement save by operation of law pursuant to a statutory scheme or otherwise as directed by the Secretary of State.

37. SERVICES SUPPLIED BY THE COUNCIL

37.1 A list of the services supplied by the Council shall be maintained and held by the Organisation (the "Schedule of Services"). The Schedule of Services shall be updated by the Organisation following any change in the services supplied to the Organisation by the Council and an updated Schedule of Services provide to the Council's Representative or such other person as nominated by the Council from time to time for the purposes of this Schedule as soon as reasonably practicable.

38. INTELLECTUAL PROPERTY RIGHTS

38.1 At the expiry or earlier termination of the Agreement, the Organisation shall transfer to the Council or whomsoever the Council shall direct all documents, material, data and other information (in whatever form) in its possession relating to the Agreement, together with any relevant computer software processing facilities.

38.2 Any and all intellectual property rights in any matter or thing developed under this Agreement or arising from the provision of the Services by the Organisation (including, without prejudice to the generality of the foregoing, any software) other than intellectual property rights belonging to a third party shall belong to the Council and the Organisation agrees that it shall execute or cause to be executed all deeds, documents and acts required to vest such intellectual property rights in the Council.

39. RIGHT TO USE DOCUMENTS

39.1 The ownership of and an unrestricted right to use any document produced by the Organisation, its sub-contractors and agents for all purposes envisaged by or arising under this Agreement shall be vested in the Council.

39.2 At the expiry or earlier determination of the Agreement the Organisation shall transfer all documents, materials and other information (in whatever form) in its possession relating to the Agreement to the Council or whomsoever the Council shall direct.

40. RIGHT TO USE PREMISES IN CIVIL EMERGENCIES

40.1 The Organisation shall permit the Council to use any of the Premises at any time in the event of a declaration of a civil emergency by the Council and the Organisation shall give all necessary assistance including the provision of staff to the Council in arranging emergency use.

40.2 Without prejudice to the provisions of Clause 40.1 the Organisation shall upon the occurrence of a civil emergency and at the request of the Council use its best endeavours to provide the following services under the control and direction of the Council's Emergency Officer or his designated representative:-

40.2.1 to make provision for persons made homeless as a result of the emergency and evacuees and to supervise and co-ordinate the efforts to secure immediate temporary accommodation for the same including the use of vacant dwellings, sheltered schemes, communal areas in community centres, and other halls and meeting places as the Organisation (having consulted with the Council) deems appropriate and in addition the Organisation shall so far as possible assist in the equipping of such places for use as temporary accommodation;

40.2.2 to liaise with the Council and such other organisations as the Council shall decide in order to co-ordinate action in dealing with homeless persons and evacuees;

- 40.2.3 to co-ordinate and supervise the operation of the provision of temporary accommodation described in Clause 40.2.1;
 - 40.2.4 to set up and maintain arrangements for the reasonable protection of any property brought to any temporary accommodation by evacuees and to liaise with the police and other relevant bodies in relation to the safe custody of the same;
 - 40.2.5 whenever so requested by the Council to arrange for the provision of temporary accommodation for homeless persons and/or evacuees;
 - 40.2.6 to manage the temporary accommodation secured pursuant to these provisions for so long as the emergency lasts;
 - 40.2.7 to produce monthly accounts to the Council itemising its reasonable costs incurred in the provision of the services detailed in Clauses 40.2.1-40.2.6 such costs to be agreed between the parties (and thereupon treated as a variation of the Business Plan) and in default of such agreement the matter shall be referred to dispute resolution pursuant to the provisions of Clause 60.
- 40.3 At the request of the Council the Organisation will attend such training sessions and/or exercises as may be specified by the Council and the number of the Organisation's employees who shall be required so to attend shall be agreed between the Council and the Organisation and in default of agreement the Council shall specify the number of the Organisation's employees to attend.
- 40.4 During the period when the Council is occupying the Premises the Organisation shall not be liable to the Council for any loss or damage caused as a result of the Council's occupation of the Premises and shall not be liable for any breach of this Agreement which is attributable to the Council's occupation of the Premises pursuant to this Clause 40.

41. EXCLUSION OF LIABILITY

- 41.1 The Council shall not be liable to the Organisation, whether in contract, tort or otherwise, for any loss damage or injury howsoever caused or arising out of or in connection with the provision by the Organisation of the Services or the use of or occupation by the Organisation of any of the Council's premises (including the Premises) save in relation to any deliberate or negligent act or omission of the Council or any of its employees (in the course of their employment) and in particular any such deliberate or negligent act or omission which gives rise to death or personal injury.
- 41.2 The Council shall not in any circumstances be liable to the Organisation for any indirect or consequential loss whatsoever, irrespective of the cause or causes of such loss.

42. RIGHTS AND DUTIES RESERVED

- 42.1 All rights, duties and powers which the Council has as a local authority or which the Council's officers have as local authority officers are expressly reserved and in particular (but without limitation) the Council reserves the right to exercise its powers as a landlord in respect of any of its properties notwithstanding the provisions of this Agreement.

43. WAIVER

43.1 Failure by the Council at any time to enforce the provisions of the Agreement or to require performance by the Organisation of any of the provisions of the Agreement shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms.

44. FINANCIAL ARRANGEMENTS

44.1 The Organisation shall comply with all the financial arrangements described in the Sixth Schedule.

45. RECOVERY OF RENT

45.1 In collecting rent or other sum or sums from tenants or any other third parties on the Council's behalf, the Organisation shall proceed therewith with all due expedition and diligence and generally in accordance with all requirements of the Council's Representative. Any rent or sums so obtained shall be remitted forthwith to the Council and shall until receipt by the Council be held by the Organisation on trust for the Council. If any such other monies are temporarily paid by the Organisation into any bank, building society or other similar account, such account shall be designated as a trust account with the Council's name appearing in its title. No such monies shall be mixed with any other money. The Organisation shall keep full and proper records as to the receipt and transfer of such monies in such form as the Council's Representative may approve and shall provide whenever requested access thereto and copies thereof. The fee for the provision of this part of the Services shall be included in the Management Fee.

46. RIGHT TO USE SURPLUSES

46.1 If the Organisation out-performs the Business Plan then to the extent permitted by and subject to any conditions set out in the Business Plan the Organisation shall be entitled to use such sums in accordance with any scheme for surpluses forming part of the Business Plan or such other scheme for surpluses as may be agreed by the Council (such agreement not to be unreasonably withheld or delayed).

47. INTEREST ON OVERDUE PAYMENTS

47.1 Save where payment is reasonably disputed by the Council and the Organisation has been notified of such dispute, if and whenever any payment due by either party in accordance with this Agreement shall at any time remain unpaid for a space of twenty-one (21) days next after becoming payable a further and additional sum by way of interest on the same calculated on a day-to-day basis at an annual rate higher by two (2) per cent than the Bank of England Base Rate in force from time to time from the date upon which such sum first became payable shall (if demanded) be accounted for (as if paid by) the defaulting party to the other party.

48. VALUE ADDED TAX

48.1 All payments by either party hereto to the other party pursuant to the terms of this Agreement shall be exclusive of any Value Added Tax chargeable in respect of the supply of goods or services for which the payment is consideration and in so far as such payments fall to be made under this Agreement such Value Added Tax shall be added to the amount thereof and paid in addition thereto upon production of a proper Value Added Tax invoice.

49. EMPLOYEES

- 49.1 The Organisation shall notify the Council's Representative in writing of any significant amendments to the staffing structure during the Term.
- 49.2 The Council will in relation to any Transferring Employees who transfer from the Council pursuant to a Service Transfer Agreement and are members of the Local Government Pension Scheme upon demand make such payments to the Administering Authority as are necessary to ensure that all the accrued benefits in respect of any such employees are not Underfunded at the date of the Relevant Transfer. (For the avoidance of doubt Underfunded means the amount by which the assets of the Local Government Pension Scheme in respect of any such Transferring Employees are less than the anticipated liabilities of the Local Government Pension Scheme in respect of the said new employees at the date of the Relevant Transfer).
- 49.3 Until such payments under Clause 49.2 are made the Council agrees to indemnify the Organisation against all costs, proceedings, liabilities and claims of whatever nature in respect of and any such Transferring Employees' membership of the Local Government Pension Scheme. The Organisation shall promptly notify the Council whenever: an employee of the Organisation who is aged 55 or more is retiring by reason of redundancy or in the interests of efficiency; or an employee of the Organisation is retiring voluntarily with the consent of the Organisation on or after age 55 and before age 60; or an employee of the Organisation is retiring on the grounds of permanent ill health or permanent infirmity of mind or body; or the deferred benefit of an employee of the Organisation is brought into payment with the consent of the Organisation on or after age 55 and before age 60; or the deferred benefit of an employee of the Organisation is brought into payment on the grounds of permanent ill health or permanent infirmity of mind or body and the date from which immediate benefits are payable under the Regulations applicable to the Local Government Pension Scheme.
- 49.4 Where any early retirement is effected or a discretion exercised by the Organisation in accordance with the LGPS Regulations and such early retirement or exercise of discretion causes the Council's pension fund additional identifiable costs (such costs to be calculated by the pension fund actuary) the Organisation shall pay to the Council the additional capitalised cost specified by the pension fund actuary by three equal payments, the first payment being made by the end of the Contract Year in which the costs were incurred by the Council's pension fund and the remaining two payments by the end of the next two Contract Years respectively or by the day preceding the date of expiry or termination of this Agreement, if earlier.
- 49.5 The Organisation shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees and any other person who is or will be employed or engaged by the Organisation in connection with the provision of any of the Services, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Commencement Date.
- 49.6 The Organisation shall indemnify and keep indemnified in full the Council, and after expiry or earlier termination of the Agreement and any future Contractor ("Future Services Contractor") against:

- 49.6.1 all Direct Losses incurred by the Council or any Future Organisation in connection with or as a result of any claim or demand against the Council or any Future Contractor by any person who is or has been employed or engaged by the Organisation in connection with the provision of any of the Services where such claim arises as a result of any act, fault or omission of the Organisation after the Commencement Date;
- 49.6.2 all Direct Losses incurred by the Council or any Future Contractor in connection with or as a result of a breach by the Organisation of its obligations under clause above; and
- 49.6.3 all Direct Losses incurred by the Council or any Future Contractor in connection with or as a result of any claim by any trade union or staff association or employee representative (whether or not recognised by the Organisation in respect of all or any of the Relevant Employees) arising from or connected with any failure by the Organisation to comply with any legal obligation to such trade union, staff associated or other employee representative whether under Regulation 13 or 14 of TUPE, under the Directive or otherwise and, whether any such claim arises or has its origin before or after the date of the Commencement Date.
- 49.7 The Authority shall be entitled to assign the benefit of this indemnity to any Future Contractor.

50. INFORMATION ABOUT EMPLOYEES

- 50.1 The Organisation shall within six months before the expiry of this Agreement or within such other period as the Council may specify in the event of an earlier termination of this Agreement either in whole or in part and upon a continuing basis provide such information as the Council may require about the terms and conditions of employment of any employees employed by the Organisation in connection with the provision of the Services so as to enable the Council and any third party to assess the implications (if any) of the Local Government Pension Scheme and TUPE Regulations.

51. RIGHT TO REPRESENTATION

- 51.1 Without prejudice to its obligations under the Regulations, the Organisation shall take all appropriate steps consistent with good employer practice to ensure that its employees have appropriate representation (whether through trade unions or otherwise).

52. MEETINGS BETWEEN COUNCIL AND ORGANISATION

- 52.1 Without prejudice to the specific provisions of this Agreement, the Council and the Organisation shall meet at such level and with such frequency as may be reasonably necessary to ensure that this Agreement is honoured and the Business Plan performed. A schedule of meetings shall be maintained by the Organisation and shared regularly with the Council. Meetings shall cover but not be limited to

- service charges
- rents
- asset acquisitions and disposals
- charges for other services
- policies
- strategies
- financial plans
- financial forecasts

- 52.2 Any meeting held in furtherance of Clause 52.1 shall be held in accordance with the Meeting Protocol set out in the Seventh Schedule and shall be formally minuted by either the Council or the Organisation with draft minutes being circulated to all attendees within 7 days of the meeting. The draft minutes shall be taken as agreed unless clarification or correction is requested within 14 days of the meeting in which case the minute taker shall be responsible for obtaining agreement to any required changes from the parties.
- 52.3 The minutes of each meeting held under this Clause 52 shall include a full record of all decisions taken and the basis of the authority of the decision makers.

53. COUNCIL'S REPRESENTATIVE

- 53.1 The Council's Representative shall be the person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Agreement.
- 53.2 The Council's Representative shall have power to issue reasonable and appropriate instructions to the Organisation to help ensure the proper provision and performance of the Services in accordance with the Business Plan and the Organisation shall comply therewith. If any such instruction is a variation within Clause 56 it shall be subject to the terms thereof PROVIDED THAT any delay resulting does not affect the provision of the Services or the discharge of the Council's statutory duties the Organisation shall be entitled to object to any instructions of the Council's Representative given under this Clause 53.2 which would have the effect of significantly varying the fundamental nature of the Services and the delivery thereof and such objection shall be referred to the dispute resolution procedure pursuant to Clause 60.
- 53.3 From time to time the Council's Representative may appoint one or more representatives to act for him generally or for specified purposes or periods. Immediately any such appointment is made, the Council's Representative shall give written notice thereof to the Organisation.

54. TENANT MANAGEMENT ORGANISATIONS

- 54.1 In the event that in accordance with regulations made under Section 27AB of the Housing Act 1985 any tenants propose to form a Tenant Management Organisation (as defined in Section 27AB(8) of the said Act) the Council shall be legally responsible for dealing with all aspects of such proposal.
- 54.2 The Council may pursuant to such a proposal instruct the Organisation to provide such assistance as may be required to the Council and any tenants making such proposal which assistance shall include:-
- 54.2.1 provision of information and records about the Services;
 - 54.2.2 providing such reports or other documentation as the Council may reasonably require in a manner and timescale prescribed by the Council for consideration by the tenants or the Council;
 - 54.2.3 attendance at meetings of such tenants;
 - 54.2.4 such other help or advice as the Council may require to enable the Council to fulfil its statutory obligations.

- 54.3 At such time as a decision is made that a transfer of management responsibility for all or part of the Services is to take place in accordance with the provisions set out in Clause 54.1 the Council may issue further instructions to the Organisation requiring the Organisation to make arrangements to transfer responsibility for the Services and the Dwellings so affected to the Tenant Management Organisation in such manner and within such timescale as the Council may prescribe and the Organisation shall comply with such instructions which may include (but not be limited to):-
- 54.3.1 transferring data, records, statistics, files and other information in a format and manner prescribed by the Council;
 - 54.3.2 transferring to the Tenant Management Organisation in accordance with the Regulations any staff transfer wholly or mainly engaged in the provision of services to the Tenant Management Organisation;
 - 54.3.3 transferring necessary equipment and materials as may reasonably be stipulated by the Council's Representative;
 - 54.3.4 establishing working arrangements with the Tenant Management Organisation;
 - 54.3.5 providing any other assistance reasonably needed to enable such transfer to take place.
- 54.4 At such time as a transfer of management responsibility to a Tenant Management Organisation takes place the Council shall be entitled to vary this Agreement in accordance with Clause 56 (giving three (3) months notice to the Organisation) and where such a variation is made the amendment to the Business Plan in accordance with Clause 56.3 shall reflect the cost of providing such Services as remain to be carried out under this Agreement and if no such Services remain this Agreement shall terminate (and Clause 58.4 shall apply).
- 54.5 The Organisation will assume all those responsibilities of the Council which are set out in any management agreement made between the Council and any Tenant Management Organisation whether such agreement exists at the date of this Agreement or arises during the currency of it and the Council shall be entitled to vary this Agreement to reflect such agreement in accordance with Clause 56.
- 54.6 In the event that a Tenant Management Organisation to which responsibility for managing services which include but do not exceed the Services referred to in this Agreement ceases to provide all or any part of those services for all or any of the Council's dwellings, the Council shall be entitled to vary further this Agreement in accordance with Clause 56 so as to require the Organisation to provide such ceased Services and where such a variation is effected a variation may also be made in relation to the current Business Plan in accordance with Clause 56.3.
- 54.7 The provisions of this Clause shall apply, mutatis mutandis, to the transfer of additional management responsibilities to an existing Tenant Management Organisation as well as any other Tenant Management Organisations.
- 54.8 The Organisation shall in complying with its obligations under this Clause 54 ensure that to the extent permitted by any existing agreement(s) with any Tenant Management Organisation the obligations to provide the Services at the level and standards required by the Agreement or otherwise prescribed by the Council are unaffected.

55. DURATION AND RENEWAL

- 55.1 This Agreement shall expire on the day prior to the tenth anniversary of the Commencement Date unless extended by the Council pursuant to the following provisions of this Clause and subject to earlier termination as provided herein.
- 55.2 The Council shall be entitled (but without any obligation whatsoever) to extend the Term of this Agreement for one or more further periods of five years by giving notice to this effect to the Organisation no later than six calendar months before the date on which the Agreement would otherwise expire pursuant to Clause 55.1.
- 55.3 The Council shall be entitled (but without any obligation whatsoever) to terminate this Agreement by giving notice to this effect to the Organisation no later than six calendar months before the fifth anniversary of the Commencement Date.

56. VARIATIONS

- 56.1 The Council may from time to time either unilaterally or in response to representations from the Organisation require changes (hereinafter referred to as "Variations" and each a "Variation") to be made to the Services and accordingly may upon giving reasonable written notice thereof to the Organisation add to delete from or otherwise amend in any way the provisions of this Agreement and the Organisation shall be bound by any such Variations.
- 56.2 Reasonable notice for the purpose of Clause 56.1 shall be deemed to be either:-
- 56.2.1 three months' notice for changes which the Council has determined will require consultation under Section 105 of the Housing Act 1985 or which it reasonably considers will result in more or fewer staff being required by the Organisation or significantly more cost being incurred by the Organisation; or one month's notice in any other case.
- 56.3 Where a Variation is effected a variation shall be made in relation to the current Business Plan as soon as practicable by the Council and the Organisation (both acting reasonably) by reference to any increase or reduction in the Organisation's responsibilities and any likely increase or reduction in cost to the Organisation occasioned by such variation.
- 56.4 In the event that a Variation is effected by the Council which is not made in response to representations from the Organisation and which is likely to result in the redundancy of one or more of the Organisation's employees engaged in the provision of the Services the Organisation shall as soon as practicable:-
- 56.4.1 identify the relevant employee or employees;
 - 56.4.2 quantify and substantiate the costs which the Organisation is likely to incur by reason of the said redundancy or redundancies; and
 - 56.4.3 notify the Council of the same and on receipt of such notification the Council shall, having consulted (where necessary) with the Organisation, either:-
 - 56.4.4 take account of the potential redundancy costs to be incurred by the Organisation as a result of the Variation in determining the variation to the Business Plan in accordance with Clause 56.3; or (if the Council so determines)

56.4.5 meet the amount of the statutory redundancy entitlement of the relevant employee or employees PROVIDED THAT the Organisation shall have used its best endeavours to limit redundancy costs AND PROVIDED FURTHER THAT the Council shall not be obliged to agree to a variation to the Business Plan which reflects the cost of more than the Council's minimum obligation in respect of redundancy payments under the Employment Rights Act 1996, the Local Government (Compensation for Redundancy and Premature Retirement) Regulations 1995, the Redundancy Payments (Local Government) (Modification) (Amendment) Orders 1995 and 1996 and the Local Government (Compensation for Redundancy) (Amendment) Regulations 1996.

56.5 The Organisation shall provide to the Council such information as the Council may require to enable it to reach a determination in accordance with Clause

56.6 It is hereby agreed that no change to the Business Plan will be made in respect of the Variation if there is a compensating reduction or re-organisation of any part of the Services.

56.7 In the event of a dispute in relation to any Variation pursuant to this Clause 56 the matter shall be referred to the dispute resolution procedure pursuant to Clause 60.

57. ALTERATIONS

57.1 Where and whenever the number of Dwellings undergoes a substantial change (hereinafter referred to as an "Alteration") during the Term for any reason (save pursuant to Clause 54) a variation shall be made to the Business Plan pursuant to Clause 56.3 and such variation shall take account of any increase or reduction in the Organisation's responsibilities and any likely increase or reduction in cost to the Organisation resulting from such Alteration.

57.2 A "substantial change" for the purposes of Clause 57.1 shall mean any increase or decrease of 5% or more in the number of Dwellings either:-

57.3 being managed by the Organisation immediately after the Commencement Date; or

57.4 remaining to be managed by the Organisation following any one or more such substantial changes and for the avoidance of doubt a substantial change shall be deemed to have arisen as soon as the said increase or decrease occurs whether as a consequence of one event or a series of events.

57.5 The Organisation shall provide to the Council such information as the Council may require for the purposes of Clause 57.1.

57.6 It is hereby agreed that no Variation shall be made pursuant to Clause 56.3 as a result of an Alteration if there is a compensating reduction or reorganisation of any part of the Services.

57.7 If the Organisation disputes a Variation pursuant to Clause 56.3 arising from an Alteration it shall be entitled to refer the matter to the dispute resolution procedure pursuant to Clause 60.

58. TERMINATION

58.1 Without prejudice to the Council's right to terminate the Agreement under clause 55.3 If the Organisation or where applicable any director or any senior manager thereof:-

58.1.1 commits a material breach of any of the Organisation's obligations under the Agreement or commits a breach of any of the Organisation's obligations under the Agreement which is not capable of being remedied;

- 58.1.2 changes the Organisation's structure or staffing in a way which in the opinion of the Council adversely affects the ability of the Organisation to discharge its obligations under the Agreement to the Contract Standard;
 - 58.1.3 has any director or senior manager of it convicted of dishonesty;
 - 58.1.4 becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal for voluntary arrangements for a composition of debts, or any scheme or arrangement approved in accordance with the Insolvency Act 1986;
 - 58.1.5 has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or an administrative receiver;
 - 58.1.6 has a winding-up order made or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed;
 - 58.1.7 has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;
 - 58.1.8 has an administrator or an administrative receiver (as defined in the Insolvency Act 1986) appointed;
 - 58.1.9 has possession taken by or on behalf of the holders of any debenture secured by a floating charge, or any property comprised in, or subject to, the floating charge;
 - 58.1.10 is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, a manager, an administrator or an administrative receiver, or which entitle the court to make a winding-up order then in any such circumstances the Council may (if it so decides) exercise the rights described in Clause 58.3.
- 58.2 If there is or has been any act, omission or failure by the Organisation, its employees, sub-contractors or agents in the performance of the Organisation's obligations under this Agreement which in the opinion of the Council delays, interrupts or prevents the performance of the Services required under this Agreement in accordance with the terms of the Agreement and any standard specified herein then subject to Clause 58.4 the Council shall be entitled (if it so wishes) to exercise the rights described in Clause
- 58.3 In the event of any one or more of the circumstances described in Clauses 58.1 and 58.2 then subject to Clause 58.4 the Council may take any or all of the following actions:-
- 58.3.1 either provide itself or procure the provision of the whole or the relevant part of the Services until such time as (if at all) the Organisation shall demonstrate to the satisfaction of the Council that the whole or such part of the Services will be once more provided by the Organisation in accordance with the provisions hereof;
 - 58.3.2 without determining the whole of this Agreement terminate forthwith the relevant part of the Services only and thereafter itself provide or procure a third party to provide such part of the Services;
 - 58.3.3 determine the whole of this Agreement and in the event of action pursuant to Clauses 58.3.1 and 58.3.2 a corresponding variation to the Business Plan shall be made in accordance with Clause 56.3.
- 58.4 The Council shall act in accordance with Clause 58.5 if the Organisation or where applicable any director or any senior manager thereof:-

58.4.1 in the reasonable opinion of the Council commits any breach of any of the Organisation's obligations under the Agreement which is a non-material breach of the Agreement capable of being remedied; or

58.4.2 fails to carry out the Services or any of them with due skill and care or inadequately or otherwise than in accordance with the provisions of this Agreement.

58.5 Remedial Plan

58.5.1 In the event of the occurrence of one or more of the circumstances described in Clause 58.4 ("the Event") the Council shall require the Organisation to produce a remedial plan ("the Remedial Plan") within 20 Working Days or such other shorter period as the Council may reasonably require of the occurrence of the Event.

58.5.2 The Remedial Plan shall:

- (i) contain an analysis by the Organisation of the reasons why the Event occurred;
- (ii) set out what steps the Organisation proposes to take to deal with the Event and/or establish appropriate improvement targets and timeframes;
- (iii) set out what steps the Organisation proposes to take to avoid a recurrence of the Event;

- (iv) in relation to the circumstances in Clause 13.7 identify what action the Organisation proposes to take to provide the Services in accordance with the requirements of Clause 13.1.

The Council shall notify the Organisation within 20 Working Days of receipt of the Remedial Plan whether it is agreed or rejected.

58.5.3 If the Council rejects a Remedial Plan proposed by the Organisation the Council shall give reasons. In these circumstances the Organisation shall within a further 10 Working Days propose a revised Remedial Plan taking account of the Council's reason for rejection and any amendments proposed by the Council. The Council will then decide whether to accept or reject the revised Remedial Plan and in the absence of agreement between the parties the matter shall be determined in accordance with Clause 60.

58.5.4 If

- (i) the Event leading to the production of the Remedial Plan recurs within 3 months of the implementation of the Remedial Plan; or
- (ii) the Services do not improve in accordance with any agreed improvement target confirmed in the Remedial Plan, or
- (iii) the Council has rejected a Remedial Plan in accordance with Clause 58.5.3 and no suitable Remedial Plan is subsequently submitted and approved by the Council; the Council will be entitled to exercise the rights described in Clause 58.3.

58.6 If the Agreement is terminated in whole or in part as provided in Clauses 58.3 the Council shall:-

- 58.6.1 be entitled to reoccupy any premises and repossess any other physical resources or assets licensed, loaned, or hired to the Organisation and to exercise a lien over any of the physical resources or any other thing belonging to the Organisation and shall have full and unfettered licence over all documents for use in connection with the Services;
- 58.6.2 be entitled to employ and pay other persons to provide and complete the provision of the Services or any part thereof and to use all such Organisation's physical resources or other things, and all such documents for the purpose thereof.
- 58.7 If the Council exercises its rights under Clause 58.3 to terminate the whole or any part of the Agreement then in relation to the whole or any such part the Organisation shall, unless the Council requests otherwise:-
- 58.7.1 forthwith cease to perform any of the Services;
- 58.7.2 immediately hold all rent and other sums collected or obtained under this Agreement on trust for the Council notwithstanding any right of retention under Clause 45;
- 58.7.3 hand over this Agreement to the Council without detriment to the interest of the Council's tenants or other customers of the Council.
- 58.8 The Council undertakes to exercise its power to appoint and remove board members pursuant to the Articles of Association of the Organisation only in any of the circumstances described in Clauses 58.1 and 58.2 and then only for so long as (in the Council's reasonable opinion) the relevant circumstances subsist.
- 58.9 On termination or expiry of the Agreement:
- 58.9.1 the parties shall co-operate and agree an exit plan ("Exit Plan"); and
- 58.9.2 the Organisation shall comply with the provisions of the Exit Plan and shall promptly provide such assistance and comply with such timetable as the Council may reasonably require for the purposes of ensuring an orderly and efficient transfer of responsibility for provision of the Services to the Council or other organisation.
- 58.10 The Organisation shall within five (5) Working Days of receipt of a Termination Notice or ten (10) Working Days prior to expiry of the Contract Period provide to the Council a comprehensive report (which shall be up to date at the date of submission) relating to the provision of the Services including (without limitation) details of any backlogs, work in progress and other information as may be reasonably required by the Council to enable the Council or such other body as it may appoint to plan properly for the transfer of responsibility for provision of the Services.
- 58.11 The Organisation shall on the expiry or termination of the Agreement forthwith deliver up to or transfer to the Council (or such other person as the Council may direct) all Service Data, documents and other data (including computerised data in compatible form on to such computer system as the Council may request) in the possession or control of the Organisation which relate to the performance, monitoring and management of the Services as may be reasonably required by the Council as a result of the transfer of responsibility of the Services. Until such delivery or transfer takes place, the Organisation, upon being so requested by the Council, shall afford the Council's Representative or such other persons authorised by the Council's Representative access to the Service Data, documents and other data for the purposes of undertaking or arranging for the undertaking of the Services

58.12 On the termination or expiry of the Agreement, the Organisation shall:

58.12.1 vacate and deliver up the Council's Premises to the Council in the condition required by the leases;

58.12.2 deliver up the Council's Equipment and the Council's Computer Systems loaned or licensed to the Organisation, to the Council; and

58.12.3 cease to be entitled to occupy the Council's Premises or to use the Council's Equipment and Council's Computer Systems unless permitted in writing to do so by the Council's representative for the sole purpose of completing any outstanding provision of the Services.

58.13 In the event that the Organisation fails to comply with its obligations under Clause 58.12.1 the Council shall be entitled to enter upon and repossess the Council's Premises.

58.14 If the Organisation fails to comply with its obligations under Clause 58.12.2 the Council shall be entitled (and is hereby licensed by the Organisation to do so) to enter upon any of the Organisation's premises where the Council's Equipment and Council's Computer Systems are located and seize any such equipment and systems which has not been returned.

59. VARIATION OF CONTRACT

59.1 Subject to Clause 56, no deletion from, addition to, or variation of this Agreement shall be valid or of any effect unless agreed in writing and signed by the parties.

60. DISPUTE RESOLUTION

60.1 Save as provided in Clause 6.4 in the event of any dispute between the Council and the Organisation arising out of or in connection with this Agreement the parties shall, subject to Clause 60.7, in the first instance use their reasonable endeavours to resolve it amicably between them in accordance with the procedure set out below:-

60.1.1 Stage 1: Representatives of the parties in dispute (being the officers having day to day responsibility of the area which is the subject of the dispute) shall meet within 3 Business Days. If they are unable to agree a unanimous resolution at such meeting or if there shall be no appropriate officers of each of the parties available to attend such meeting then move to Stage 2;

60.1.2 Stage 2: The Council's Representative and the Organisation's Representative shall meet within 3 Business Days. If they are unable to agree a unanimous resolution at such meeting or if both representatives are not available to attend such a meeting then move to Stage 3;

60.1.3 Stage 3: The Chief Executive of the Council and of the Organisation respectively or their nominated deputies shall meet within 3 Business Days.

60.1.4 In seeking to resolve any dispute considered under Stage 1, Stage 2 or Stage 3 the parties shall apply the following principles:

- (i) A spirit of mutual trust and co-operation;
- (ii) Both parties shall bear their own costs;
- (iii) Any unanimous decision shall be implemented.

- 60.2 Disputes remaining unresolved after following the procedure set out in Clause 60.1 shall be referred to an expert to be agreed upon by the parties or in default of such agreement to be nominated by the President for the time being of the Chartered Institute of Housing or a person appointed by such President.
- 60.3 The Expert appointed under Clause 60.2 shall be entitled to make such decision or award as the Expert thinks just and equitable having regard to all the circumstances then existing and the costs of such Expert shall follow the event or in the case of neither party succeeding such cost shall be apportioned between the parties by the Expert in such proportions as the Expert in his or her absolute discretion thinks fit.
- 60.4 Any award of costs under Clause 60.3 shall be reflected in a variation to the current Business Plan.
- 60.5 Any award or decision of the Expert under this Clause shall be final and binding on both parties save in the event of fraud or a mistake in law or material fact.
- 60.6 Until such time as a dispute between the Organisation and the Council is resolved the Organisation shall continue to perform the Services in accordance with this Agreement.
- 60.7 Fast Track Procedure
- 60.7.1 Where the circumstance of a dispute:-
- 60.7.1.1 are such that it must be settled by a given date in order to enable a party to meet a deadline imposed by a body with legitimate executive, legislative or judicial authority over it and the deadline or period is such as to preclude use of the full dispute resolution procedure; or
- 60.7.1.2 are such that a party reasonably considers that there are other material reasons why the dispute must be settled within a given period or by a given date and the deadline or period is such as to preclude use of the full dispute resolution procedure then either party may invoke the Fast Track Procedure. A party invoking the Fast Track Procedure may omit Stage 2 and/or Stage 3 and proceed from Stage 1 direct to Stage 4.

61. NOTICES

- 61.1 Any demand, notice, or other communication required to be given hereunder shall be in writing and shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post, by telex, electronic mail or facsimile transmission to the registered office or last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second Working Day after the date of posting or on successful transmission, as the case may be.
- 61.2 Notices served under Clause 61.1 shall be sent by first class recorded delivery mail (or equivalent). All other notices shall be sent by such means as the sending party deems appropriate.

62. SEVERANCE

- 62.1 If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision all of which shall remain in full force and effect.

63. PARTNERSHIPS

63.1 Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties hereto and save as expressly provided nothing in this Agreement shall be deemed to make the Organisation the agent of the Council or authorise the Organisation (a) to incur any expenses on behalf of the Council (b) to enter into any engagement or make any representation or warranty on behalf of the Council or (c) to commit or bind the Council in any way whatsoever without in each case obtaining the Council's Representative's prior written consent.

64. SURVIVAL OF THIS CONTRACT

64.1 Insofar as any of the rights and powers of the Council provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.

64.2 Insofar as any of the obligations of the Organisation provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement imposing such obligations shall survive and remain in full force and effect notwithstanding such termination or expiry.

65. LAW

65.1 This Agreement shall be governed by and construed according to English Law.

66. CONCURRENT REMEDIES

66.1 No right or remedy herein conferred upon or reserved to either party by this Agreement is exclusive of any other right or remedy provided herein or by law or equity and each such right or remedy shall be cumulative of every other right or remedy and may be enforced concurrently therewith or from time to time and shall be without prejudice to any pre-existing liabilities or obligations of the other party under this Agreement.

67. ENTIRE AGREEMENT

67.1 This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous agreements and understandings (if any) between the parties with respect thereto.

68. RIGHTS OF THIRD PARTIES

68.1 Save where otherwise expressly or impliedly stated no express third party right and no purported third party right is conferred by this Agreement or any contract deed or instrument entered into under or in connection herewith pursuant to the Contracts (Rights of Third Parties) Act 1999.

69. NOMINATION RIGHTS AND AGREEMENTS

69.1 The Organisation shall afford the Council all appropriate assistance and co- operation to enable the Council to achieve consistency and fairness in the Council's allocations and nominations policies and procedures throughout the Council's administrative area.

70. VARIATIONS TO TENANCY CONDITIONS

70.1 The Organisation shall implement any variations to the Council's Tenancy Conditions required by the Council and help the Council to comply with any requirements of the Housing Act 1985 in respect of such variations.

71. INFORMATION IN TENANTS' HANDBOOK

71.1 The Organisation shall assist the Council in providing existing tenants with information about Council tenancies or other aspects of the Council's housing functions throughout the Council's administrative area whether through the tenants handbook or otherwise.

72. INFORMATION FOR PROSPECTIVE TENANTS

72.1 The Organisation shall afford prospective Council tenants with such information about tenancies within the Organisation's operational area and elsewhere within the Council's administrative area as may be appropriate or as the Council may reasonably stipulate.

73. TRANSFERS AND MUTUAL EXCHANGES

73.1 The Organisation shall adopt such policies and procedures in respect of transfers and mutual exchanges as shall facilitate movement within the Council's administrative area on such terms as the Organisation reasonably determines to be appropriate or otherwise as the Council reasonably stipulates.

74. CONSULTATION WITH OTHER HOUSING SERVICE PROVIDERS

74.1 The Organisation shall consult with other housing service providers within the Council's administrative area so as to achieve so far as practicable such goals of fair and consistent treatment for existing and prospective tenants as the Council shall determine.

75. COMPARISON EXERCISES WITH OTHER HOUSING SERVICE PROVIDERS

75.1 The Organisation shall participate in such benchmarking and other comparison exercises with other housing service providers within the Council's administrative area as the Council shall reasonably require.

IN WITNESS whereof these presents have been executed as a **Deed** and
Delivered the day and year before within.

THE COMMON SEAL of **The London Borough of Lewisham** was hereunto affixed in the
presence of:-

THE COMMON SEAL of **Lewisham Homes Limited** was hereunto affixed in the presence of:-

Management Agreement Schedules

- Schedule 1. Key Documents
- Schedule 2. Services
- Schedule 3. Service Transfer Agreement Template
- Schedule 4. ICT Protocol
- Schedule 5. Meeting Protocol
- Schedule 6. Financial Arrangements
- Schedule 7. Development Schedule
- Schedule 8. Operational Protocol

Annexes

- Annex 1. Business Plan Format

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Schedule One - Key Documents

- 1) Business Plan
- 2) Lewisham Homes Standing Orders and Financial Regulations
- 3) Audited Accounts of Lewisham Homes
- 4) Asset Management Strategy
- 5) Customer Services Strategy
- 6) Community Engagement Strategy
- 7) Equality and Diversity Strategy

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Schedule Two – Schedule of Services

Part I – Current Services

New Tenancies

- 1) Notification to and signing of new tenants
- 2) Granting of new tenancies
- 3) Successions
- 4) Mutual Exchange Management

Repairs and Maintenance

- 1) Stock condition
- 2) Response repairs
- 3) Planned maintenance
- 4) Modernisation and improvements
- 5) Energy efficiency

Void and Empty Property Management

- 1) Terminations
- 2) Inspection and repairs
- 3) Major repairs

Tenancy Management

- 1) Estate Management
- 2) Enforcement of Tenancy Conditions
- 3) Illegal occupation
- 4) Evictions and Court action to support enforcement
- 5) Responsibility for Anti -Social Behaviour Orders
- 6) Requests for Anti-Social Behaviour Orders
- 7) Subletting
- 8) Consent to improvements by tenant
- 9) Statement for reasons for refusal of improvements
- 10) Introductory tenancies
- 11) Approve decoration allowances

Estate Management

- 1) Caretaking Housing Schemes
- 2) Grass cutting/ ground maintenance

Home Energy Conservation Act Implementation

Right to Buy

- 1) Administration and calculation of discount

Leasehold Management

- 1) Leasehold invoicing
- 2) Service charges

Finance

- 1) Rent collection
- 2) Recovery of arrears
- 3) Recovery of other charges
- 4) Financial Returns
- 5) Financial Management
- 6) Repairs and Maintenance monitoring of finances
- 7) Budget preparation for fee
- 8) Budget Preparation for Repairs and Maintenance

Procurement

- 1) Policy
- 2) Letting of contracts in relation to delegated activities

Tenant Involvement

- 1) Tenant association development
- 2) Information to tenants
- 3) Reports to tenants

Other Assets

- 1) Garages
- 2) Shops and Buildings
- 3) Estate offices
- 4) Tenant Resource Centres or Tenant Offices
- 5) Meeting rooms

Housing Land and other assets

- 1) Housing land and property acquired for the purpose of providing temporary accommodation

Supported Housing

- 1) Homeless Accommodation (shared function)
- 2) Temporary Accommodation (shared function)

Clearance and Disposal of Dwellings

- 1) Clearance
- 2) Consultation
- 3) Decanting tenants

Part II – Proposed Future Services* [indicative dates to be inserted]

Professional Services procurement in respect of managed budgets

Asset Management procurement in respect of managed budgets

New Build procurement in respect of managed budgets

Lumber Collection and Bulk Refuse

Street Sweeping on Housing Estate Roads

Private Sector leasing

Hostels

Community Centres

Commercial Aerial Leases

Pest Control

ICT – Housing Management Application

Sheltered Housing

*Prior to the formal delegation of any Proposed Future Services by the Council to Lewisham Homes, the parties shall agree the terms on which it shall be transferred in a Service Transfer Agreement. Dates against each of the Proposed Future Services are indicative transfer dates only. □

Schedule Three – Service Transfer Agreement Template

To be negotiated

Schedule 4

ICT DATA PROTOCOL BETWEEN LONDON BOROUGH OF LEWISHAM AND LEWISHAM HOMES

1. SUMMARY

- 1.1 This Protocol is to be used in conjunction with the London Borough of Lewisham (Council) and Lewisham Homes (LH) Agreement for Housing Management and Other Services 2016 (MA) and subject to any variations agreed under 8 below, covers the lifetime of the MA. The original MA was first implemented in 2007 and put in place in pursuant to Section 27 of the Housing Act 1985, with the approval of the Secretary of State and pursuant also to Section 2 of the Local Government Act.
- 1.2 LH is an Arm's Length Organisation (ALMO), which is 100% owned by the Council, and has been given delegated responsibility by the Council for housing management and other services. The Council remains the legal landlord for the tenants.
- 1.3 A cost benefits analysis was carried out in 2013 which identified cost savings would be made by LH in separating from the Council ICT network and implementing its own isolated ICT secure network. This separation was approved in 2014. Following implementation of the LH secure network, which is classified up to "Official", a secure interconnection to the Council secure network was put in place to facilitate access to applications that sit either side of the interconnection.
- 1.4 This Protocol between the Council and LH sets out the agreed procedures that will be followed and the safeguards put in place to ensure that access to data held either by the Council or LH is done so in a secure manner and complies with the privacy requirements embodied in the Data Protection Act 1998 (DPA) and as far as possible with ISO/IEC 27000 Standards, the key standard in the series, ISO/IEC 27001.

2. USE OF COMPUTER SYSTEMS

The Council and LH shall:

- 2.1 only use the other parties computer systems that are relevant to, and in connection with, the provision of the Services and shall ensure that their staff do likewise;
- 2.2 keep their respective computer systems in good repair, condition and working order and comply with all manufacturers' and mandatory operational requirements;
- 2.3 notify the other party, without delay, if any part of their computer system, used in conjunction with the provision of Services, is lost, stolen, destroyed or damaged beyond economical repair;

- 2.4 comply with all statutory requirements (including but not limited to the DPA 1998 and Computer Misuse Act 1990), byelaws and regulations;
- 2.5 be wholly responsible for the proper and adequate security of the computer systems they manage.
- 2.6 notify the other party in good time of any:
 - 2.6.1 planned system upgrades.
 - 2.6.2 new modules being implemented.
 - 2.6.3 new development requests.
- 2.7 Notify and involve the other party in good time of any proposal to review or procure new IT systems that support the primary functions of housing management and other services as outlined in the MA. Any such exercise will be led and project managed by the majority user of the system under review. It shall be the responsibility of the other party i.e. the informed party to decide on their level of involvement in the process.

3. USE OF COMPUTER SOFTWARE

The Council or LH shall;

- 3.1 in relation to this MA use computer software, whether their own or the other parties, that is relevant to, and in connection with, the provision of the Services and shall ensure that their Staff do likewise;
- 3.2 use either the Council or LH software in a skilful, careful and proper manner in accordance with manufacturers operating instructions.
- 3.3 not use or allow or permit to be used the Council's or LH's software in such manner as to be a danger, nuisance, annoyance or disturbance to the Council, LH or to third parties.
- 3.4 ensure that its staff operating or using any of the Council's or LHs computer systems and software are at all times.
 - 3.4.1 suitably and sufficiently qualified competent and careful; and
 - 3.4.2 properly instructed and supervised to operate or use the computer systems and software

4. USE OF DATA

- 4.1 To enable housing services to be provided it is stipulated in Clauses 21¹ and 27² of the MA that the Council and LH are entitled to access such data and information which they may require in order to provide services and to ensure that statutory obligations are met.

¹ MA Clause 21 - Data

² MA Clause 27 - Provision of Information

- 4.2 Clauses 22³ and 23⁴ of the MA covers the responsibilities on the Council and LH to ensure compliance with the DPA and to maintain confidentiality when using council data.
- 4.3 Signatories to this Protocol are to ensure compliance with 4.1 and 4.2 and that access to such data goes unhindered and that access, by appropriate Council or LH staff, is managed by respective application owners supported by the Council or LH ICT as appropriate.
- 4.4 If information, where both parties are joint data controllers, is to be shared with other external agencies then this must be agreed by the Senior Responsible Officers of the Council and LH as identified in 8.2 and 8.3 below or their nominated representatives.

5. TERMS OF ACCESSING PERSONAL DATA

- 5.1 As articulated in Clauses 21⁵ and 22⁶ of the MA both the Council and LH will deal with personal data in a manner which is compliant with the Data Protection Act 1998 and ensure that all personal data and sensitive personal data processed pursuant to this Protocol is:
- 5.1.1 kept secure at all times;
 - 5.1.2 accessed appropriately;
 - 5.1.3 used only for its intended purpose;
 - 5.1.4 not disseminated or published in any way that might reveal private information relating to identifiable individuals unless required by law.
 - 5.1.5 only electronically accessible between the Council and LH via secure connectivity, see para 7.
- 5.2 The Council and LH Senior Information Risk Owners will ensure that their staff, know, understand and maintain the confidentiality and disclosure requirements outlined in this Protocol.
- 5.3 The Council and LH will implement retention periods for the data they are the Data Controller for and will be responsible for information security.
- 5.4 Personal data will not be released externally outside of the Council or LH and its contractors, unless it is a legal or statutory requirement, and in the case of sensitive personal data not without the express consent of the data subject.
- 5.5 The Council and LH will ensure its contractors comply with the following conditions, and do so in compliance with the Data Protection Act:

³ MA Clause 22 - Data Protection

⁴ MA Clause 23 - Confidentiality

⁵ MA Clause 21 - Data

⁶ MA Clause 22 - Data Protection

- 5.5.1 Do not use any personal data apart from its contractual obligations.
- 5.5.2 Maintain the security of the personal data.
- 5.5.3 Not to use access to personal data for personal or commercial advantage.
- 5.6 The Council and LH respective ICT teams will notify their counterpart of any changes to access permissions due to staff changes.

6. REQUEST FOR INFORMATION

- 6.1 The Council and LH are both subject to the provisions of the DPA, Freedom of Information Act, Human Rights Act 1998 and the Environmental Information Regulations and shall assist and co-operate with each other to enable each other to comply with their respective statutory duties in relation to Requests for Information.
- 6.2 Where a Party receives a Request for Information pertaining to the subject matter or operation of this Protocol and:
 - 6.2.1 is the Data Controller for the information requested shall respond accordingly.
 - 6.2.2 Is not the Data Controller for the requested information will pass the request across to the other party within 2 working days.

7. Network Interconnect

- 7.1 The secure interconnection between the isolated Council and the isolated LH networks is via a restricted VPN tunnel, created over the internet (IPSec Site to Site (LH to the Council)), and is available 24 hours per day.
- 7.2 User access to applications that reside on the opposite network is by logging into their own respective network first and then accessing the appropriate application (if they have access rights) residing on the other network by logging into the application using their application user name and password provided to them by the respective asset/key system owner.
- 7.3 The Council and LH agree that, if they make an onward connection to any other network then such a connection must be subject to a similar Protocol that will ensure the network security baseline.
- 7.4 Each party is responsible for the security of its own systems from the demarcation point onwards with regular IT health checks to be carried out to ensure the integrity of the network.
- 7.5 Should a serious security incident occur, e.g. a virus infection, it is expected that the Party must consider disconnecting from the other party's system to prevent the spread of any infection.
- 7.6 The Council and LH agree to share information pertaining to threats and vulnerabilities that may interfere with each other's systems.

7.7 The Council and LH agree that remote access to their respective networks will only be allowed via 2FA⁷.

7.8 When the network interconnect between the Council and LH is no longer required that all access permissions will be disabled and the interconnection between sites will be disabled within agreed timescales.

8. REPRESENTATIVES

8.1 The Council and LH will each appoint a Senior Responsible Officer and a representative to be the primary point of contact in all matters relating to this Protocol:

8.2 For LH:

8.2.1 The Senior Responsible Officer will be the LH Senior Information Risk Owner and the representative will be the Head of ICT.

8.3 For THE COUNCIL

8.3.1 Senior Responsible Officer will be the ++++++ and the representative will be *****

8.4 This Protocol will be reviewed at regular intervals including when substantial revisions to the MA are agreed, or in the event of a council data breach or when required following a change in the law. All changes must be agreed in writing between the respective parties' Senior Responsible Officers.

9. LOSS AND UNAUTHORISED RELEASE

9.1 The Council and LH will report to the other any loss or unauthorised release of data, as soon as possible, or no later than 24 hours after the loss or unauthorised release.

9.2 Any loss or unauthorised release of data in relation to the Services provided will need to be investigated by the relevant Data Controller. Existing departmental data incident processes and reporting will be utilised.

10. DISPUTE

10.1 Any dispute arising from a breach of the terms of this Protocol will, in the first instance, be addressed by immediate discussions between the respective Senior Responsible Officers and their colleagues. Unresolved issues will be escalated to respective SIROs to be addressed.

10.2 Any disputes arising concerning this Protocol will be resolved initially by discussions between the Council and LH and the event that these discussions do not resolve the dispute Clause 60 (Dispute Resolution) of the MA shall apply to this Protocol.

⁷ 2FA - Two Factor Authentication – identification of users by means of the combination of two different components.

11. STATUTORY COMPLIANCE

11.1 The Parties shall comply with all relevant legislation, regulations, orders, and statutory instruments as amended or re-enacted in relation to the subject matter of this Protocol

SIGNED for and on behalf of

Lewisham Borough of Lewisham

Lewisham Homes

By:

By:

Name:

Name:

Role:

Role:

Date:

Date:

Schedule 5 – Meetings Protocol

1. Application of Meeting Protocol

- 1.1. This Meeting Protocol shall apply to all meetings held between the Council and the Organisation in accordance with the schedule of meetings referred to in Clause 52 of the Management Agreement (the Meeting Schedule).
- 1.2. The terms of this Protocol may be varied by agreement between the parties from time to time.

2. Frequency of Meetings

- 2.1. Until such time as the parties agree otherwise, clienting meetings shall be held monthly unless otherwise agreed.
- 2.2. The frequency of all other meetings shall be agreed between the parties and set out in the Meeting Schedule.

3. Administration of Meetings

- 3.1. A nominated meeting administrator shall be responsible for ensuring a reminder is sent out to all attendees and any other interested parties of which they are notified 4 weeks prior to the meeting.
- 3.2. Any reports to be presented at the meeting must be finalised and submitted no later than 7 working days before the meeting.
- 3.3. Papers for the meeting must be dispatched no later than 5 working days before the meeting.
- 3.4. The nominated meeting administrator shall be responsible for maintaining a forward plan containing scheduled discussion items. This Forward Plan will be a standing item on each meeting agenda and reviewed at each meeting.

4. Minuting Meetings

- 4.1. Minutes of the meeting shall contain a full record of:
 - 4.1.1. all decisions from the meeting and the basis of the authority of the decision makers.
 - 4.1.2. all matters arising together with details of the named officer responsible for responding.
- 4.2. Draft minutes shall be circulated within 7 days of the meeting and shall be taken as agreed unless clarification or correction is requested within 14 days of the meeting in which case the minute taker shall be responsible for obtaining agreement to any required changes from the parties.

Schedule Six - Financial Arrangements

Budget Setting

- Lewisham Homes will prepare budget forecasts for managed budgets in accordance with timescales and processes agreed with the Council as part of the preparation plan.
- Lewisham Homes will prepare its own budget forecasts to ensure that the company remains financially viable within the constraints of its Management Fee and other income streams
- Lewisham Homes will ensure that its resource planning enables it to meet its obligations as contained in the Management Agreement and Business Plan.

Financial Monitoring

- Lewisham Homes will provide monitoring forecasts to the Council on a quarterly basis in accordance with a timeline to be agreed with the Council.
- Financial monitoring forecasts will be provided for managed budgets and for Lewisham Homes company and trading account activities

Final Accounts

- Lewisham Homes will prepare returns for all managed budgets in accordance with the Council's final accounts planning timelines and accounting policy and procedure guidance as issued by the Council.
- Lewisham Homes will prepare its company and trading accounts in line with regulatory requirements, accounting best practice and its accounting policy framework

Payments

- Lewisham Homes will ensure that suppliers are paid promptly within contractual payment terms and payments are accurately recorded in the Councils Ledger for managed budget payments and Lewisham Homes' ledger for Lewisham Homes payments.
- All sums due between Lewisham Homes and the Council or the Council and Lewisham Homes will be paid within 30 days of date of invoice
- Late payments will accrue interest at a rate of Bank of England base rate plus 4%

Income

- All income due to the Council will be credited to the Council's bank account on the day it is received if received within normal banking hours and in all other instances the following working day. All income will be correctly coded in the Council's financial systems.

Internal Controls

- Lewisham Homes will maintain an effective system of financial control including appropriate segregation of duties, control account reconciliations and management checks to maintain the financial integrity of both its own and the Councils financial statements.

-Lewisham Homes will produce an annual statement of internal control which will assess the effectiveness of the Internal Control framework during the preceding financial year. The statement will be reviewed and approved by Lewisham Homes Board within 9 months of the end of the financial year.

Audit

-Lewisham Homes will appoint its own auditors for External Audit and Internal Audit of its activities including its management of HRA managed budgets

-The Council will have rights of access to all audit reports commissioned by Lewisham Homes and Audit Committee reports and papers

-The Council will have the right to audit Lewisham Homes activities under the Management Agreement using its own auditors and Lewisham Homes will co-operate fully with any such audits commissioned by the Council

Management Fee and Service reimbursement

-Financial forecasts for Lewisham Homes will be agreed with the Council as part of the financial forecasts and timelines set out in the preparation plan for the annual Business Plan

-Lewisham Homes will be reimbursed as follows in accordance with rates agreed with the Council and reviewed from time to time as part of the business plan review

Core Housing Management Services

-Tenant management fee per unit

-Leasehold management fee per unit

Repairs Services

-Schedule of rates per job as agreed with the Council

Asset Management Services

-A percentage of the cost of works carried out as agreed with the Council

Other Services

-Reimbursement on arrangements agreed with the Council. For example fixed fees or direct reimbursement of costs incurred

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Schedule 7 – Development Schedule

Management Agreement 2016 – Development Delivery Arrangements

Since May 2013, Lewisham Homes Ltd (LHL) has been responsible for delivering London Borough of Lewisham's (LBL) 'New Homes, Better Places' new build development programme. This schedule revises and strengthens the arrangements for this delivery role as part of the 2016 renewal of the Lewisham Homes management agreement.

Responsibilities

LBL has appointed LHL to act as its Development Agent responsible for managing the new build development programme. LHL's responsibilities include the following functions:

1. Identify potential development sites and recommend to LBL for approval to proceed to design and consultation.
2. Procurement of the architect, employer's agent, CDM and other professional services, in accordance with the LHL procurement procedures, with contract award approved by the Head of Development or Development Director.
3. Recommend development proposals on approved sites including layout, scale, tenure options, financial implications and benefits. Final approval of scheme design and tenure mix reserved to LBL.
4. Project management of design, consultation, pre-application and Planning application process.
5. Management of stakeholder engagement and community consultation, including statutory s105 consultation on behalf of LBL, where required.
6. Preparation of report to Mayor and Cabinet to sign-off s105 consultation, agree to proceed to formal Planning application and approve budget for full construction costs.
7. Procurement of construction contractors in accordance with the LHL procurement procedures, with contract award approved by LHL Regeneration and Investment Committee.
8. Management of project public relations and publicity, in close liaison with LBL.
9. Post-contract construction delivery including periodic site visits to ascertain progress and quality, management of the employer's agent and project team, with monthly progress reporting to LBL.
10. Post-completion management of handover of properties and Defects Liability Period.
11. Instruction of the sales and marketing agent and management of the process to achieve successful sales.

Resources and Fees

1. LHL will establish and maintain a well-resourced team of experienced development professionals.
2. LHL will assign specialist resources from its Communications, Finance, Housing Management, Home Ownership and Procurement teams to facilitate timely and effective delivery of the above responsibilities.
3. LHL shall be paid fees by LBL in order to maintain its Development Team. Fees will be capitalised against the annual HRA capital programme. Fee level to be agreed annually in advance.
4. LHL will pay consultant and construction contract spend direct from HRA budgets in line with existing major works expenditure.

Governance

1. Overall control of the development programme rests with LBL as the client. LBL will:
 - Grant financial approval as required to deliver the programme.
 - Monitor the financial and delivery performance of each scheme against targets.
 - Respond promptly to deal with overspends against approved scheme budgets.
 - Maintain oversight of risks and mitigation actions via a formal risk register.
2. LHL will establish a Regeneration and Investment Committee to monitor delivery of the programme.
3. LHL's Development Director will have lead responsibility for performance under this agreement and will provide regular financial and delivery progress and risk management reports to LHL's Regeneration and Investment Committee and to LBL client officers.
4. LHL's Head of Development participate in regular review meetings with LBL representatives.

Process Map and Approval stages

Stage/Task	LHL Responsibility	LBL Responsibility
Provide initial development programme brief (volume, location, tenure mix, financial parameters, etc.)		✓
Site Identification	✓	✓
STAGE 1 (Sign-Off) LBL Officers approval to carry out feasibility study on identified opportunity sites.		✓
Procurement of professional consultants (LHL contract awarded by Head of Development or Development Director)	✓	
Instruct capacity study	✓	
Instruct specialist surveys	✓	
Instruct sales and marketing report (if applicable)	✓	
Undertake financial appraisal and modelling	✓	
STAGE 2 (Sign-Off) LBL Officers approval to commence detailed design, formal pre-app planning discussions and resident consultation.		✓
Instruct detailed design	✓	
Undertake informal consultation	✓	
Submit scheme for formal pre-app discussions	✓	
Undertake formal S.105 consultation	✓	
STAGE 3 (Sign-Off) Mayor & Cabinet sign-off S.105 consultation, approve submission of formal Planning application and approve budget for full construction costs		✓
Submit Planning application	✓	
Procurement of contractor for build contract (through full tendering or framework mini-	✓	

competition)		
STAGE 4 (Sign-Off)	✓	
LHL Regeneration and Investment Committee approval to award build contract.		
Manage and monitor post-contract period	✓	
Manage handover process	✓	
Manage sales and marketing process	✓	
Prepare and submit Scheme Outturn Report to LHL's Regeneration and Investment Committee and LBL client officers	✓	
Manage Defects Liability Period (DLP)	✓	

Schedule 8 – Operating Protocol

LONDON BOROUGH OF LEWISHAM AND LEWISHAM HOMES LIMITED PROPERTY ACQUISITION AND THE PROVISION OF TEMPORARY ACCOMODATION

1. Purpose

- 1.1 The purpose of this document is to summarise the operational parameters and procedures that will apply to the new service to be provided by Lewisham Homes Limited (LHL), on behalf of the London Borough of Lewisham (LBL). Following the acquisition of housing property LHL will make that property available for the use of LBL for homeless clients as more particularly described in paragraph 2.2 below, and providing housing management services for those clients.
- 1.2 This document is intended to guide the operation of the acquisition programme, which it is recognised will need to operate flexibly so as to enable property purchases on the open market. It is therefore not intended to constrain the actions of LHL other than to ensure that those actions meet the policy intentions of LBL as set out at the time this programme was initiated.

2 Background

- 2.1 Lewisham, like many London local authorities, is currently experiencing acute housing and homelessness demand. This is expressed most clearly in the rapidly rising need for emergency nightly paid, bed and breakfast type accommodation for homeless households, which is both unsatisfactory for residents and very costly for the Council.
- 2.2 To that end it was agreed by the Mayor in January 2015 that LHL was to be enabled via a loan of up to £20m from LBL to purchase up to 100 properties on the open market in order that those properties will be made available as an additional means to manage the homelessness crisis. This was to be achieved either by placing homeless households into the properties as a form of temporary accommodation, or by making the properties available to households facing homelessness, thereby preventing them becoming homeless in the first place.
- 2.3 This document sets out the operational parameters for this acquisition programme. It sits alongside both the Deed of Variation to the Management Agreement and the Loan Facility Agreement, and in combination these three documents set the terms of operation for this new service to be provided by LHL.
- 2.4 As the programme develops, and as market conditions change, then it will remain possible for the parameters set out here to be revised by negotiation and the agreement of both parties.

3 Parameters relating to the purchase of property

- 3.1 Currently the greatest shortfall of available property in Lewisham is for 2-bed and 3-bed properties. On that basis, LHL are required in the first instance to seek to purchase 2-bed and 3-bed properties as required which are located in the London Borough of Lewisham. The agreed ratio of these properties at the outset of this programme is 80% 2-bed properties and 20% 3-bed properties, and any variation to the composition of the target acquisitions may be agreed between the parties from time to time.
- 3.2 It is recognised that operational and financial benefits will accrue from the purchase of leasehold properties within the current management control of Lewisham Homes, and that it is reasonable to presume that these properties will also be of lower cost than other properties. Nonetheless LHL will not confine its acquisition programme solely to former Council stock, and will seek to purchase 2-bed and 3-bed properties anywhere within Lewisham including on the open market and in areas outside of LHL's current management, where those properties meet the price parameters for the programme.
- 3.3 The average price to be paid for a 2-bed property will be £230,000 and for a 3-bed property will be £300,000. This allows LHL flexibility in its acquisition programme as long as the average remains within these figures. LHL may request that LBL revise these averages from time to time taking into account current housing stock availability, demand and market conditions.
- 3.4 Where opportunities arise, on exception, to purchase properties that are either of a different unit size or in a different geographic location, then these are to be agreed in advance by negotiation with LBL. The purchase price will likewise be limited to a maximum average level across the portfolio in order to ensure that the purchase offers maximum financial benefit.
- 3.5 Regardless of the location and/or the size of the properties being acquired under this programme, LBL requires advance notice of any purchase to be made. The purpose of this is to ensure that LBL has an opportunity to review any potential issues which may arise from the purchase.. The council officers who must be informed or consulted on acquisitions are the Housing Needs Manager, the Procurement Manager, the Housing Options & Advice Manager and the Housing Policy & Partnerships Manager.
- 3.6 Any properties which fall outside the parameters of this agreement or which may cause management issues (for example units above shops) need to be authorised by LBL.. LBL will respond to a request for approval within two working days. If a quicker decision is needed to facilitate a purchase, LHL are responsible for contacting LBL officers to ensure a decision can be made. The council officers who must be informed or consulted on acquisitions are the Head of Housing Needs,

the Procurement Manager, the Housing Options & Advice Manager and the Housing Policy & Partnerships Manager.

- 3.7 LHL must take steps not to target properties currently occupied by LBL clients, for example they are not part of the Private Sector Leasing scheme as this will not add to the overall amount of temporary accommodation at the council's disposal. The exception is where the properties would be coming to the market regardless of LHL's involvement. Any approaches to owner/landlords of properties currently used by Housing Needs will be made in partnership with the LBL Procurement Manager
- 3.8 LHL must be cautious in cases where a property already has a private sector tenant who may be evicted as part of the transaction, as this may create a homeless family which LBL may have a duty to house. For example if LHL decides to speculatively target leaseholders/homeowners this may create demand and cause evictions which is contrary to the policy aims of this initiative. The exception is where the properties would be coming to the market regardless of LHL's involvement
- 3.9 LHL is encouraged to build its networks and capacity to acquire vacant properties at auction, through agents and other means where it may be able to use its buying power and property expertise to acquire and refurbish properties.
- 3.10 LHL should not acquire properties in live regeneration schemes where the council already has in place measures to buy back leasehold properties. This does not apply to strategic development areas where regeneration is not likely to start for some years, but the Council must be consulted on these as per 3.6.
- 3.11 All properties purchased through this programme will meet LHL's lettable standards.

4 Parameters relating to the nomination to, and management of, property

- 4.1 LBL will have 100 per cent nominations to the properties purchased through this project.
- 4.2 LBL will make the decision on the use of the properties either for prevention or accepted homeless cases. LHL will let properties to these households on as per the matrix below, and it is expected that tenants will remain in the allocated properties for a maximum period of two years at which point they will be resettled into the private rented sector supported by LHL.

Tenancy Agreement Matrix

Type of case	Tenancy agreement type
Prevention	Assured Shorthold Tenancy
Homeless cases	Contractual Tenancy Agreement

- 4.3 Properties will be allocated following the council’s existing procedures of allocating to temporary accommodation.
- 4.4 Properties are to be provided unfurnished with the exception of white goods – cooker, fridge, washing machine, floor covering and window coverings. LBL will provide a guarantee a deposit to LHL for each tenancy of £1200. The sum of £1200 will be retained by LBL and LHL will let the property with no deposit. If the property is returned in good order (allowing for fair wear and tear) with no outstanding repair recharges and with a clear rent account, will be made available to the tenant [or joint tenants collectively] to allow them to provide a deposit to a private landlord at the end of their tenancy.
- 4.5 Any changes to the operation of allocations and management of the properties purchased through this project are to be made following negotiation and the agreement of both parties.

5 Governance and management reporting

- 5.1 The operation of this project will be overseen through the existing client management structures. It will become a standard item at the bi-monthly clienting meeting, and at that time LHL will be required to present a report on progress in purchasing properties, alongside any issues or similar that have presented in relation to housing management.
- 5.2 In addition, LHL will be required to provide management information to LBL on a monthly basis, so that progress in delivering this project can be monitored as a part of the Council’s performance monitoring regime. The indicators to be reported will be:
- Number of properties that have been acquired to date
 - Number of properties under offer
 - The average price of the properties acquired to date
 - Number of tenants who have been resettled into the private rented sector

6 Change in the Law

- 6.1 In the event that there is a change in the law which materially affects LHL’s ability to perform its obligations under this Protocol or otherwise increases the cost of delivering any element of its obligations, LBL shall meet with LHL to agree a strategy for managing and mitigating

any additional risks, financial or otherwise, whilst maintaining its policy objectives.

7 Variations

7.1 That Protocol can be varied with the agreement of both parties

Annex 1 - Business Plan Format

Lewisham Homes will prepare an annual business plan which will be subject to major review with the Council every 3 years.

The Business Plan will incorporate

- Strategic Objectives
- Key delivery tasks to achieve the objectives
- Performance Indicators
- The Councils HRA 30 year forecasts
- 5 year operational financial forecasts for:
 - The HRA
 - HRA managed budgets
 - HRA capital programme
 - HRA new build programme
 - Lewisham Homes company Budgets
 - Lewisham Homes trading account budgets
- A preparation plan and timetable for preparation of the business plan will be agreed by the first of April for the business plan to be completed by the 1st of April in the following year. The timetable will set out the preparation timeline and governance approval timeline and consultation arrangements for agreeing the plan.
- Budget preparation guidance will be agreed with the Council as part of the preparation plan

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Agenda Item 6

Chief Officer Confirmation of Report Submission		
Cabinet Member Confirmation of Briefing		
Report for: Mayor		
Mayor and Cabinet		X
Mayor and Cabinet (Contracts)		
Executive Director		
Information <input type="checkbox"/>	Part 1 <input checked="" type="checkbox"/>	Part 2 <input type="checkbox"/>
		Key Decision <input checked="" type="checkbox"/>

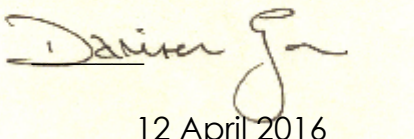
Date of Meeting	18 May 2016
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Title of Report	Annual Lettings Plan 2016/17
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Originator of Report	Genevieve Macklin	Ext. 46057
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At the time of submission for the Agenda, I confirm that the report has:

Category	Yes	No
Financial Comments from Exec Director for Resources	X	
Legal Comments from the Head of Law	X	
Crime & Disorder Implications	X	
Environmental Implications	X	
Equality Implications/Impact Assessment (as appropriate)	X	
Confirmed Adherence to Budget & Policy Framework	X	
Risk Assessment Comments (as appropriate)		
Reason for Urgency (as appropriate)		

Signed:  Executive Member

Date: _____ 12 April 2016 _____

Signed:  Director/Head of Service

Date _____ 12 April 2016 _____

Control Record by Committee Support

Action	Date
Listed on Schedule of Business/Forward Plan (if appropriate)	
Draft Report Cleared at Agenda Planning Meeting (not delegated decisions)	
Submitted Report from CO Received by Committee Support	
Scheduled Date for Call-in (if appropriate)	
To be Referred to Full Council	

MAYOR AND CABINET			
Title	Annual Lettings Plan 2016/17		
Key decision	Yes	Item no	
Wards	All		
Contributors	Executive Director for Customer Services, Head of Law		
Class	Part 1	18 May 2016	

1. Summary and Purpose of this report

- 1.1 The Annual Lettings Plan sets out how the Council intends to allocate the lettings that become available to it on 2016/17. This covers properties which become available from the Council's own homes and those of other providers where the Council has nomination rights.
- 1.2 It is projected that the number of available lets will continue the trend of reducing year on year, with 901 lettings forecast for 2016/17. Since 2011/12, the number of relets available has reduced by over 50%.
- 1.3 The aims of the Annual Lettings Plan remain to distribute the lettings available to those in most need, to reduce households in unsuitable and costly temporary accommodation, to reduce under occupation and severe overcrowding, to move single vulnerable households on from supported accommodation to independence and to support the regeneration of designated housing estates.
- 1.4 Since 2011/12 numbers in nightly paid temporary accommodation has increased by 67%. Therefore it is proposed to continue to keep the increased number of lettings to homeless households to help to manage the increase in accepted homeless applications and reduced supply.
- 1.5 This report also presents the final lettings outcomes for 2014/15 and the position for the first nine months of 2015/16 (1st April '15 to 31st December '15). It also shows the current demand position on the housing register. This reflects performance in supply and demand management since April 2015 and informs the proposed lettings plan for 2016/17.

2. Policy Context

- 2.1 The contents of this report are consistent with the Council's policy framework. It supports the achievements of the Sustainable Community Strategy policy objectives:

- Ambitious and achieving: where people are inspired and supported to fulfil their potential.
- Empowered and responsible: where people can be actively involved in their local area and contribute to tolerant, caring and supportive local communities.
- Healthy, active and enjoyable: where people can actively participate in maintaining and improving their health and well-being, supported by high quality health and care services, leisure, culture and recreational activities.

2.2 The proposed recommendations are also in line with the Council policy priorities:

- Strengthening the local economy – gaining resources to regenerate key localities, strengthen employment skills and promote public transport.
- Clean, green and liveable – improving environmental management, the cleanliness and care for roads and pavements and promoting a sustainable environment

3. Recommendations

The Mayor is recommended to:

- 3.1 Note the lettings outcomes for 2014/15 and 2015/16 and the position on the housing register.
- 3.2 Agree the proposed Lettings Plan for 2016/17.

4. Background

4.1 Housing Allocations schemes are governed by legislation which requires housing authorities to determine and publish a lettings scheme setting out how it will prioritise applications for social housing. It is a requirement that certain groups are given “reasonable preference” within the policy. These groups are:

- People who are homeless
- Those living in unsatisfactory housing, e.g. overcrowded or lacking amenities
- Those who need to move on medical grounds
- Those who need to move to a particular locality within the district where it would cause hardship if they were unable to do so
- Those owed a duty under other relevant legislation such as a prohibition order on a property.

4.2 Allocation policies must give preference to these groups above others. There is no requirement to give an equal weighting to all of the reasonable preference categories. From December 2014 to December 2015 numbers of households in temporary accommodation have stabilised, in part because of the increase of lettings to this priority group. However, overall since 2011/12 numbers in temporary accommodation have increased by 67%.

- 4.3 A key element of the allocations scheme is the Annual Lettings Plan which should be agreed by Members each year. This outlines the distribution between applicants with differing needs of the supply of lettings expected over the coming year.
- 4.4 Five priority areas have been identified for the plan, as listed below in no particular order:
- Homeless households in temporary accommodation – in order to sustain the numbers in temporary accommodation at a manageable level, and manage the pressures from homeless demand as a result of ongoing welfare reform and housing market conditions.
 - Decants – based on projected need from schemes due to go on site imminently, in order to ensure schemes start on time and the council maximises the benefit from funding secured for current regeneration schemes
 - Under-occupation – a national priority, there are a high number of under occupiers registered which has increased largely due to the spare room subsidy. The Trading Places project team has been working with Registered Housing Providers to identify other ways to reduce the levels of under-occupation in social housing stock.
 - Severe overcrowding (2 bedrooms or more) – a key local and national priority
 - Move-on from supported housing schemes – to cater for the need to decant a number of supported schemes, moving vulnerable households into independent homes and to free up supported housing bed spaces for those with support needs waiting for accommodation
- 4.5 The annual lettings plan for 15/16 projected that 1,098 properties would become available to let. Current projections estimate that there will be around 1,110 lets in 2015/16.
- 4.6 Since the introduction of Affordable Rents and Fixed Term tenancies in the Housing Association sector, there is evidence that these are less attractive to potential transfer tenants, particularly under-occupiers. Therefore it is anticipated that the number of people choosing to move home will reduce, with a corresponding reduction of relets by 10% in 16/17.
- 4.7 In 14/15 there were 293 lets to properties on Fixed Term tenancies; representing 25% of the total number of lets of 1,158. In 15/16 (1st April – 31st December 2015) there has been 218 let or approved to let, representing 24% of the 895 lets. There has been no shortage in demand for these tenancies from homeless households.
- 4.8 The Mayor of London launched the ‘Housing Moves’ pan-London mobility scheme in May 2012. Lewisham continues to actively participate. Lewisham’s contribution for 15/16 is 74 lets across 1-3 bedroom units. To date Lewisham has offered 41 properties and has successfully let 11 properties. Due to Lewisham being a successful ‘importer’ of housing applicants, ‘Housing Moves’ has since reduced Lewisham’s contribution for 15/16 as they are balancing the scheme by way of equalisation.

- 4.9 Participation in this scheme offers an opportunity for Lewisham applicants to obtain the same number of lets to properties elsewhere in London. There is no net loss in available lettings to Lewisham applicants. Priorities for moves include employment and under-occupation, which are also key priorities for Lewisham.

5. Lettings Outcomes 2014/15 and 2015/16

- 5.1 A summary of the main outturn results in lettings is shown below. Full details are provided in Appendices 2 & 3.

	2011/12	2012/13	2013/14	2014/15	15/16 1 st Dec – 31 st Apr	Projected 2015/16
General needs lets	1486	1408	1119	996	840	981
Special lets	336	345	286	152	97	115
Housing moves	0	6	11	10	11	14
Total lets	1822	1,759	1,416	1,158	948	1,110

Note that special lets includes sheltered lets, disabled units and temporary to permanent tenancy sign ups).

- 5.2 The projected outturn for 2015/16 is 1,110 which is 4% (48 lettings) below the previous year. Lettings have reduced by 712 units (39%) in 5 years.
- 5.3 An analysis of the overall percentage of lettings to each band shows the following:

	Actual % of lets 14/15	Percentage of lets Apr – Dec '15	Percentage of lets 15/16 target
Band 1	17.4%	14.1%	15.2%
Band 2	21.8%	20.9%	19.5%
Band 3	46.8%	53.6%	41.7%
Special lets	13.1%	10.2%	18.8%
Housing Moves	0.9%	1.2%	4.8%

Note that special lets includes sheltered lets, disabled units and temporary to permanent tenancy sign ups).

- 5.3 The increase in lets to band 3 is attributed to 80% of two beds and 70% of three beds being offered to households in temporary accommodation who are band 3 priority, in line with the priority to reduce the number of homeless households in temporary accommodation.
- 5.4 The decrease in lets to 'Special Lets' is attributed to the reduction of available lets to both disabled and sheltered housing customers.

5.6 Decants are broadly performing to target.

Scheme	Households moved via CBL	Direct matched	
Heathside & Lethbridge	3	48	
Excalibur	5	9	
Milford Towers	5		
Kenton		8	
Somerville		13	
Individual decants	9		
Total	22	78	100

Decanting tenants who are 'direct matched' are not included in the final outturn figures as they are not moved via Choice Based Letting.

5.8 An analysis of waiting times for lettings broken down by the various categories of need is shown at Appendix 4 and 5. The shortest waiting time in 14/15 was in band 2 at 4.8 weeks and in the current year in band 1 at 0.5 weeks. In 2015/16 the overall average wait for 1 bed needs across all bands is 86.4 weeks, a significant decrease in wait time from the previous year at 114.7 weeks. For 4 or more bedrooms it is currently 177.6 weeks, a significant increase from the previous year at 130.3 weeks.

6. Proposed Plan for 2016/17

6.1 The Lettings Plan proposed is set out at Appendix 1. It projects a decrease in the overall supply of new build accommodation, 125 across all tenures in 16/17. This can be attributed to Housing Associations building fewer new homes at affordable rents. Re-lets have decreased consistently over the last few years and are projected for 16/17 to be 776 (this includes temp to perm and direct lets) a reduction of 10%. The total projected letting for 16/17 is 901.

6.2 It should be noted that the continued increased percentage of lettings to households in the homeless priority group will impact on the number of lettings available to the other four priority groups. However this is mitigated by achieving the aim of reducing the number of households in temporary accommodation.

6.3 The remaining lettings not targeted to priority homeless have been spread across the other priority bands to ensure that rehousing opportunities are allocated to those in the highest need. Groups in these bands who will benefit from the remaining lets include emergency cases (e.g. those we agreed to move as a result of violence) care leavers, homeless prevention, medical needs and households who are overcrowded by one bedroom.

6.4 The housing register at the end of December 2015 had 9,268 households registered. In April 2015 to December 2015, 895 properties were advertised to let, reflecting the extent to which demand outweighs supply.

6.5 There are 810 households registered in band 1 as under occupiers, this is an

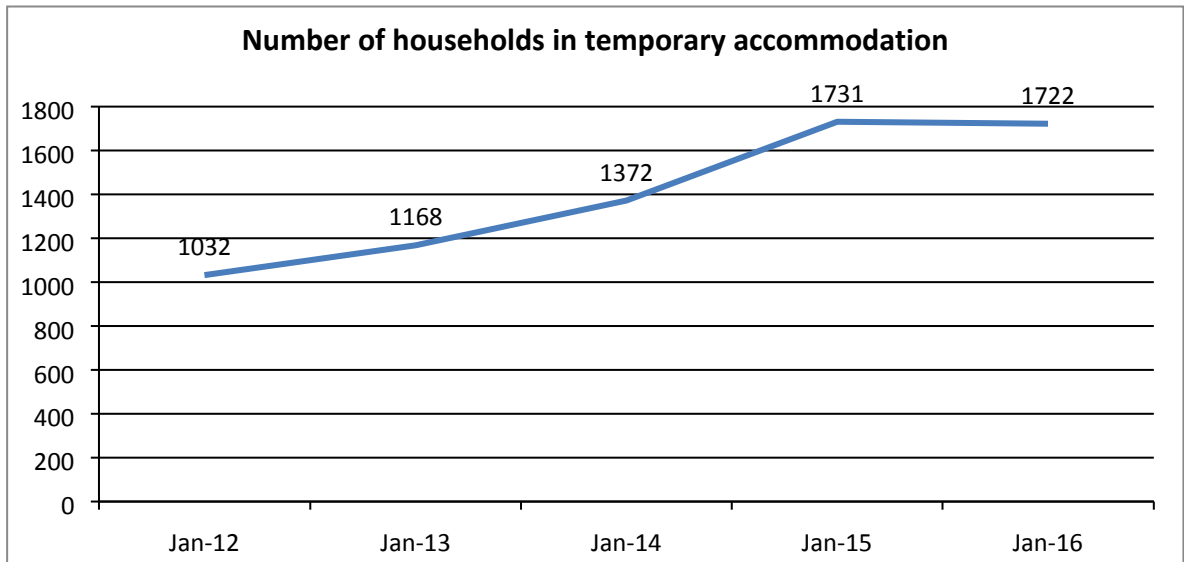
increase of 44 from last year despite moving 110 under occupying households. The increase can be attributed to the ongoing impact of the 'bedroom tax'. The Trading Places Team continues to work with this group in order to release larger homes supporting the Housing Strategy. This remains a key priority for 2016/17 and the Trading Places Team are utilising other options to obtain moves such as facilitating mutual exchange moves and chain lettings. The table below represents properties released via the Trading Places Team and the size property they moved to.

Bed Size released	Bed size moved to				Total Moves
	1	2	3	4+	
2	43				43
3	34	18			52
4+	4	6	4	1	15
Total	81	24	4	1	110

- 6.6 This year the team was tasked with supporting tenants both generally under occupying and those affected by the bedroom tax. The intensive support work carried out by the team has meant that out of the 110 tenants moved, 61 are no longer affected by the bedroom tax and as such are no longer at such a high risk of eviction.
- 6.7 The team has also facilitated a series of chain lettings. Specifically, 43 two bedroom properties released have been advertised as preference to homeless households, helping to alleviate the large numbers of homeless families in temporary accommodation. 67 larger sized properties have all been advertised as preference to overcrowded tenants which has worked to tackle both the issues of overcrowding within the borough as well as the lack of general supply and relets.
- 6.8 Trading Places has worked effectively with Housing Benefit and the different housing providers to pilot a scheme around the more effective use of the discretionary housing payment budget and will continue to implement this in order to provide support to those tenants affected by the bedroom tax who are actively seeking to downsize. The project is currently supporting 195 tenants to move; 109 of which are affected by the bedroom tax and who are reliant on the continuous support provided by the team to ensure a move to a smaller, more affordable home.
- 6.9 There are currently 216 cases registered with a decant need. The number of council decants needing rehousing next year is higher than last year and still requires a percentage of lettings to account for future phases on several of the council's major regeneration schemes on Excalibur, Heathside & Lethbridge, Milford Towers, and Deptford. Additionally, there is a small 'young person's

pathway' decant planned and we expect several ad-hoc decant requests from our housing partners throughout the year.

- 6.10 Move on within the supported housing pathway remains a number one priority for Lewisham's single homeless intervention team and other supported providers. The supported housing move-on nominations are an integral part of the move on from the pathway and in preventing homeless applications within the single homeless cohort. They also enable us and our partners to much better manage the flow of people through supported housing and wider pathways.
- 6.11 Nominations are being used to support quicker hospital discharge and better health outcomes for those within the mental health supported housing cohort. This facilitates a reduction in the number using expensive registered care placements and helps to "de-silt" these schemes. The mental health pathway is to increase by an additional 50 units to strengthen this approach. This use of supported housing pathways and initiatives such as housing first continues to contribute to the reduction in rough sleeping.
- 6.12 The young person's pathway is to increase by a further 15 units, and the vulnerable adults pathway will increase the amount of last stage accommodation by a similar number. There are currently 175 supported housing move-on nominations on the register and a further 50 clients within the pathway who are currently assessed as move-on ready.
- 6.13 There are 446 serious overcrowded cases registered that lack two or more bedrooms, a slight increase from last year at 414. 46 severely overcrowded households moved in the period up to 31/12/15, an increase for the same period of time in 14/15 of 30. Targets will continue to be set for this group in 2016/17 as it remains a priority area. Trading Places are continuing to facilitate chain lets; three bedroom properties released via the scheme are advertised with preference to overcrowded households.
- 6.14 There were 1,722 households in temporary accommodation at the end of December 2015 an increase of 67% in 5 years. However, following the focused work including procuring PSL and Hostels, prevention work, and increasing the lettings to this priority group we have for the first time in five years stabilized the number of households in temporary accommodation; a small decrease from last year of 0.5% (9 households).



- 6.15 The production of a detailed Lettings Plan, targeting a range of priorities in each band is a more proactive and focused way of addressing lettings priorities. It is however, administratively intensive and requires ongoing monthly monitoring of performance against targets in order to ensure that targets within the plan are reached. A half year review of progress against the lettings plan targets will be undertaken and will be reported back to the Housing Select Committee and Mayor & Cabinet thereafter if changes to the plan are required.

7. Financial Implications

- 7.1 There are significant costs associated with housing generally, including managing the allocations service, managing the provision of council housing and providing services to those experiencing homelessness. All of these are affected over time by the demand for housing. The lettings plan is merely the means by which that demand is allocated to existing properties. As such, changes to the plan do not have direct financial implications.
- 7.2 Council regeneration schemes are currently performing successfully. It is worth noting, however, that the Council's financial plans in respect of these schemes are dependent on the timely and effective operation of decant programmes and any delays in such programmes would have a negative impact on those plans.

8. Legal Implications

- 8.1 Section 159(1) of the Housing Act 1996 requires a local authority to comply with Part 6 of the Act (sections 159 to 174) in allocating housing accommodation. Section 159(7) provides that "subject to the provisions of this Part, a local housing authority may allocate housing accommodation in such manner as they consider appropriate." Section 169 provides that, when exercising their functions under Part 6 of the 1996 Act, as amended by the 2002 Homelessness Act, local housing authorities "shall have regard to such guidance as may be given by the Secretary of State" when carrying out their role in allocating social housing.

- 8.2 In compliance with section 166A (of the 1996 Act,) Lewisham Housing Authority has a scheme (Allocations Policy), "... for determining priorities..." which sets out the procedure to be followed when allocating housing accommodation.
- 8.3 The 'Allocation of accommodation; guidance for local housing authorities in England' was published on 29th June 2012. It replaced all previous guidance on social housing allocations. It expressly aims to assist local housing authorities to take advantage of the provisions within the Localism Act 2011. It also encourages authorities to make use of the existing flexibilities within the allocation legislation to ensure that social homes are allocated to people who are deemed to need and deserve them the most, such as "hard working" families and members of the Armed Forces. Further Guidance, namely "Providing social housing for local people" [Statutory guidance on social housing allocations for local authorities in England] was published in December 2013
- 8.4 The Localism Act 2011 introduced a number of significant amendments to Part 6 of the 1996 Act. Of particular relevance here are the following provisions: Section 160ZA was inserted by the Localism Act 2011. It established the concept of the qualifying person. Social housing may only be allocated to 'qualifying persons' and housing authorities are given the power to determine what classes of persons are or are not qualified to be allocated Housing (s.160ZA(6) and (7)).
- 8.5 Section 166A requires housing authorities in England to allocate accommodation in accordance with a scheme which must be framed to ensure that certain categories of applicants are given reasonable preference for an allocation of social housing. Section 166A(9) includes a new requirement for an allocation scheme to give a right to review a decision on qualification in s.160AZ(9), and to inform such affected persons of the decision on the review and the grounds for it. This is in addition to the existing right to review a decision on eligibility.
- 8.6 Section 166A(12) provides that housing authorities must have regard to both their homelessness and tenancy strategies when framing their allocation scheme. The requirement for an allocation scheme to contain a statement of the authority's policy on offering a choice of accommodation or the opportunity to express preferences about their accommodation is retained. (s.166A(2)). However, the requirement to provide a copy of this statement to people to whom they owe a homelessness duty (under s.193(3A) or s.195(3A) of the 1996 Act) is repealed by s.148(2) and s.149(3) of the Localism Act 2011. This is because, following the changes to the main homelessness duty made by the Localism Act 2011, there can no longer be a presumption that the homelessness duty will be brought to an end in most cases with an allocation under Part 6.
- 8.7 The European Convention on Human Rights states in Article 8 that "Everyone has the right to respect for his private and family life, his home and correspondence". The Human Rights Act 1998 incorporates the Convention. Whilst it does not, however, necessarily mean that everyone has an immediate

right to a home, (because Article 8 is a “qualified” right and therefore is capable in certain circumstances, of being lawfully and legitimately interfered with,) the provision by an Authority of a relevant proactive Allocations Policy and Lettings Plan does assist to reinforce the Article 8 principles.

- 8.8 The Equality Act 2010 (the Act) introduced a new public sector equality duty (the equality duty or the duty). It covers the following nine protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 8.9 In summary, the Council must, in the exercise of its functions, have due regard to the need to:
- eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - advance equality of opportunity between people who share a protected characteristic and those who do not.
 - foster good relations between people who share a protected characteristic and those who do not.
- 8.10 The duty continues to be a “have regard duty”, and the weight to be attached to it is a matter for the Mayor, bearing in mind the issues of relevance and proportionality. It is not an absolute requirement to eliminate unlawful discrimination, advance equality of opportunity or foster good relations.
- 8.11 The Equality and Human Rights Commission issued Technical Guidance on the Public Sector Equality Duty and statutory guidance entitled “Equality Act 2010 Services, Public Functions & Associations Statutory Code of Practice”. The Council must have regard to the statutory code in so far as it relates to the duty and attention is drawn to Chapter 11 which deals particularly with the equality duty. The Technical Guidance also covers what public authorities should do to meet the duty. This includes steps that are legally required, as well as recommended actions. The guidance does not have statutory force but nonetheless regard should be had to it, as failure to do so without compelling reason would be of evidential value. The statutory code and the technical guidance can be found at: <http://www.equalityhumanrights.com/legal-and-policy/equality-act/equality-act-codes-of-practice-and-technical-guidance/>
- 8.12 The Equality and Human Rights Commission (EHRC) has previously issued five guides for public authorities in England giving advice on the equality duty:
1. The essential guide to the public sector equality duty
 2. Meeting the equality duty in policy and decision-making
 3. Engagement and the equality duty
 4. Equality objectives and the equality duty
 5. Equality information and the equality duty
- 8.13 The essential guide provides an overview of the equality duty requirements including the general equality duty, the specific duties and who they apply to.

It covers what public authorities should do to meet the duty including steps that are legally required, as well as recommended actions. The other four documents provide more detailed guidance on key areas and advice on good practice. Further information and resources are available at: <http://www.equalityhumanrights.com/advice-and-guidance/public-sector-equality-duty/guidance-on-the-equality-duty/>

9. Crime and Disorder Implications

- 9.1 The allocations scheme recognises the importance of housing in responding to the needs of victims of crime who can be awarded emergency priority where their life is in danger and their case is supported by the police. These include applicants under the witness protection program. Furthermore, the scheme contributes to reducing offending and awards priority for offenders (dependent upon the nature of their offence), imprisoned for over 13 weeks who relinquish their existing social tenancy.

10. Equalities Implications

- 10.1 An assessment of the equalities issues arising from the Lettings Plan has been carried out in order to comply with the council's duties under the Equalities Act 2010 and is appended at Appendix 8.
- 10.2 The lettings plan priorities have generally positive impacts, and reflect the need to focus targets on key local and national priorities around housing need. The allocation of targets to each band ensures that all groups with priority under the allocations scheme receive a percentage of lettings.
- 10.3 Applicants who join the housing register are asked to complete monitoring in relation to their gender, age, ethnicity, disability, sexual orientation and religion or belief. Appendix 8 and 9 show the ethnic profile of lettings by bedroom size for 2014/15 and 2015/16.
- 10.4 The lettings outturn for different ethnic groups showed a similar profile to previous periods and there were no significant increases or reduction across groups. The number of households not disclosing their ethnicity remains high. When implementing the new Allocation Policy in October 2012 we also introduced a new housing application with an updated ethnic monitoring form which will help us improve the data we capture.
- 10.5 There are some negative impacts to the proposal to allocate a higher proportion of social housing lettings to homeless households than other priority areas, particularly on overcrowded households within the social sector and the private rented sector where applicants are predominantly from BME origins and applications where the lead applicant is female.
- 10.6 However, this negative impact is balanced by the positive impact that will be seen on the same protected groups through the increased lettings made to homeless applicants who will then be moved on from temporary accommodation into settled housing.
- 10.7 The production of a detailed Lettings Plan, targeting a range of priorities in

each band is a more proactive and focused way of addressing lettings priorities. It is however, administratively intensive and requires ongoing monthly monitoring of performance against targets in order to ensure that targets within the plan are reached. A half year review of progress against the lettings plan targets will be undertaken and will be reported back to the Housing Select Committee and Mayor & Cabinet thereafter if changes to the plan are required.

11. Environmental Implications

11.1 There are no environmental implications.

12. Background documents and originator

12.1 There are no background documents associated with this report.

12.2 If you require more information on this report please contact Genevieve Macklin, Head of Strategic Housing on 0208 314 6057.

Appendix 1 – Lettings Plan 2016/17

Band & Rehousing Reason	Bed Size					Total	% of general lets	% of all lets
	Studio	1	2	3	4+			
Band 1								
Decant	0	45	27	12	17	101	12.41%	11.21%
Un Occ High Demand	0	43	10	1	0	54	6.63%	5.99%
All other band 1	1	31	7	2	0	41	5.04%	4.55%
Total Band 1	1	119	44	15	17	196	24.08%	21.75%
Band 2								
Overcrowded by 2 bed or more	0	0	3	32	7	42	5.16%	4.66%
Supported Housing Move On	29	54	0	0	0	83	10.20%	9.21%
All other band 2	0	7	30	5	0	42	5.16%	4.66%
Total Band 2	29	61	33	37	7	167	20.52%	18.53%
Band 3								
Priority Homeless	2	25	216	105	6	354	43.49%	39.29%
All other band 3	9	68	1	15	4	97	11.92%	10.77%
Total Band 3	11	93	217	120	10	451	55.41%	50.06%
Grand Total	41	273	294	172	34	814	100.00%	90.34%
							% of Special lets	% of all lets
Special Lets								
Temp to Perm	0	2	26	9	2	39	51.32%	4.33%
Sheltered	6	22		0	0	28	36.84%	3.11%
Disabled	0	5	4	0	0	9	11.84%	1.00%
Total Special Lets	6	29	30	9	2	76	100.00%	8.44%
Housing Moves	0	4	4	3	0	11		1.22%
Overall total lets	47	306	328	184	36	901		100.00%

Appendix 2 - Total Lettings – 2014/15

Band & Rehousing Reason	Bed Size					Grand Total	% of General Lets	% of All Lets
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed +			
<u>Band 1</u>								
Decant		13	9	7	2	31	3.1%	2.7%
Emergency		2	6	5		13	1.3%	1.1%
Leaving Care		39	7			46	4.6%	4.0%
OC Unable to Succeed Tenancy		2				2	0.2%	0.2%
Retiring LBL Tenant Employee		1				1	0.1%	0.1%
Starred Decant Priority			3	4	2	9	0.9%	0.8%
Succession Too Large Property		3				3	0.3%	0.3%
Under Occ High Demand		75	14	6	1	96	9.6%	8.3%
<u>Band 1 Total</u>		135	39	22	5	201	20.2%	17.4%
<u>Band 2</u>								
Homeless Prevention		4	40			44	4.4%	3.8%
Medical High		9	9	11	2	31	3.1%	2.7%
Overcrowded by 2 bed or more			5	32	13	50	5.0%	4.3%
Supported Housing Move On	25	101	2			128	12.9%	11.1%
<u>Band 2 Total</u>	25	114	56	43	15	253	25.4%	21.8%
<u>Band 3</u>								
Medical Low	7	32	2	3		44	4.4%	3.8%
Overcrowded By 1 Bed	8	34	5	19	1	67	6.7%	5.8%
Priority Homeless	4	37	233	94	38	406	40.8%	35.1%
Welfare	5	19	1			25	2.5%	2.2%
<u>Band 3 Total</u>	24	122	241	116	39	542	54.4%	46.8%
<u>Grand Total</u>	49	371	336	181	59	996	100.0%	86.0%
Special Lets	Bed Size					Grand Total	% of Special Lets	% of All Lets
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed +			
Temp to Perm		7	32	14	2	55	36.2%	4.7%
Sheltered	6	58	1			65	42.8%	5.6%
Disabled		11	10	11		32	21.1%	2.8%
<u>Total Special Lets</u>	6	76	43	25	2	152	100.0%	13.1%
Housing Moves		3	4	3		10		0.9%
<u>Overall Total Lets</u>	55	450	383	209	61	1158		100.0%

Appendix 3 – Total Lettings 15/16 – (1st April '15 – 31st December '15)

Band & Rehousing Reason	Bed Size					Grand Total	% of General Lets	% of Total Lets
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed			
Band 1								
Decant		12	5	3		20	2.4%	2.1%
Emergency		1	2	2		5	0.6%	0.5%
Exceptional Medical				1		1	0.1%	0.1%
Leaving Care	1	27	4			32	3.8%	3.4%
Leaving Institutions		1				1	0.1%	0.1%
Management Discretion 1		2				2	0.2%	0.2%
Retiring Lbl Tnt Emp		2	1	1		4	0.5%	0.4%
Starred decant priority			2			2	0.2%	0.2%
Success Too Large Pr		3				3	0.4%	0.3%
Un Occ High Demand		48	13	3		64	7.6%	6.8%
Band 1 Total	1	96	27	10	0	134	16.0%	14.1%
Band 2								
Homeless Prevention		5	49	3		57	6.8%	6.0%
Medical High		4	1	5		10	1.2%	1.1%
Overcrowded by 2 bed or more			3	43	9	55	6.5%	5.8%
Supported Housing Move On	27	49				76	9.0%	8.0%
Band 2 Total	27	58	53	51	9	198	23.6%	20.9%
Band 3 Total								
Former armed forces personnel		1				1	0.1%	0.1%
Management Discretion 3		1				1	0.1%	0.1%
Medical Low	4	30	1		1	36	4.3%	3.8%
Overcrowded By 1 Bed	2	32		22	3	59	7.0%	6.2%
Priority Homeless	3	28	241	110	11	393	46.8%	41.5%
Welfare	2	16				18	2.1%	1.9%
Band 3 Total	11	108	242	132	15	508	60.5%	53.6%
Grand Total	39	262	322	193	24	840	100.0%	88.6%
Special Lets	Bed Size					Grand Total	% of Special Lets	% of Total Lets
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed			
Temp to Perm		2	29	11		42	43.3%	4.4%
Sheltered	7	33	1			41	42.3%	4.3%
Disabled		5	7	1	1	14	14.4%	1.5%
Total Special Lets	7	40	37	12	1	97	100.0%	10.2%
Housing Moves		4	4	3		11		1.2%
Overall Total Lets	46	306	363	208	25	948		100.0%

NB – There were an additional 78 lettings to decanting tenants bringing the total moves to 100 exceeding the target of 92.

**Appendix 4 - Average waiting times based on lettings outcomes (weeks)
2014/15**

Band & Rehousing Reason	Bed Size					Average
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed +	
<u>Band 1</u>						
Decant		147.4	121.0	117.8	97.7	130.0
Emergency		23.2	15.0	22.5		18.9
Exceptional Medical		17.5				17.5
Leaving Care		85.1	114.9			89.6
OC Unable to Succeed Tenancy		20.2				20.2
Retiring LBL Tenant Employee		36.6				36.6
Starred Decant Priority		104.7	141.5	142.4	148.4	136.4
Succession Too Large Property		15.6				15.6
Under Occ High Demand		326.7	428.3	87.9	232.0	326.7
<u>Band 1 Total</u>		223.1	215.8	93.5	144.8	206.5
<u>Band 2</u>						
Homeless Prevention		4.8	32.5			30.1
Medical High		105.8	27.2	140.6	87.4	97.6
Overcrowded by 2 bed or more			50.8	78.0	228.5	114.4
Supported Housing Move-On	6.9	9.0	34.4			9.0
<u>Band 2 Total</u>	6.9	21.1	33.0	99.7	209.7	46.7
<u>Band 3</u>						
Medical Low	87.0	108.1	107.0	251.4		116.9
Overcrowded By 1 Bed	110.2	102.5	195.8	265.3	198.4	160.1
Priority Homeless	34.5	46.0	101.5	108.3	95.2	96.4
Welfare	40.4	84.3	113.1			76.3
<u>Band 3 Total</u>	69.1	85.7	104.0	140.4	97.9	104.2
<u>Grand Total</u>	40.8	114.7	104.7	124.4	130.3	110.3

**Appendix 5 - Average waiting times based on lettings outcomes (weeks) - April
1st 2015 – 31st December 2015**

Avg. Weeks Taken	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed	Grand Total
<u>Band 1</u>						
Decant		91.2	147.1	112.7		106.8
Emergency		0.8	50.2	20.7		23.9
Exceptional Medical				9.9		9.9
Leaving Care	18.4	75.2	31.8			68.0
Leaving Institutions		4.9				4.9
Management Discretion 1		0.5				0.5
Retiring LBL Tenant Employee		2.1	41.5	39.7		25.4
Starred decant priority		6.7	48.2			34.4
Succession Too Large Property		5.9				5.9
Un Occ High Demand		196.7	340.1	53.6		217.8
<u>Band 1 Total</u>	18.4	129.2	198.7	59.0		137.1
<u>Band 2</u>						
Homeless Prevention		18.1	55.1	51.8		51.6
Management Discretion 2		3.4				3.4
Medical High		73.9	343.3	110.2		150.1
Overcrowded by 2 bed or more			49.9	95.4	227.4	114.5
Supported Housing Move On	6.3	9.0	1.0			8.0
<u>Band 2 Total</u>	6.3	16.6	74.1	94.6	227.4	59.2
<u>Band 3</u>						
Former armed forces personnel		33.7				33.7
Management Discretion 3		11.1				11.1
Medical Low	98.9	111.3	325.3		795.4	132.5
Overcrowded By 1 Bed	60.0	113.6	38.9	262.8	139.7	163.3
Priority Homeless	43.4	53.7	92.6	108.2	94.4	93.3
Welfare	35.6	68.0				61.0
<u>Band 3 Total</u>	54.1	86.7	93.1	134.0	149.5	101.9
<u>Grand Total</u>	25.3	86.4	98.8	119.6	177.6	97.5

Appendix 6 - Let's to AF/FT properties 2014/15

Applicant Type & Rehousing Reason	Bed Size					Grand Total
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed +	
<u>Applicants</u>						
Homeless Prevention		2	6			8
Leaving Care		11	2			13
Medical High			1	2	1	4
Medical Low		14	1	2		17
Overcrowded By 1 Bed	1	13	1	1		16
Overcrowded by 2 bed or more			2	6	1	9
Starred Decant Priority					2	2
Supported Housing Move-On	2	22				24
Welfare		2				2
<u>Total Applicants</u>	3	64	13	11	4	95
<u>Homeless</u>						
Priority Homeless	2	15	75	32	16	140
<u>Total Homeless</u>	2	15	75	32	16	140
<u>Transfers</u>						
Decant		1	1	1		3
Emergency		1	2			3
Medical High		3	4	3		10
Medical Low	1	2	1	2		6
Overcrowded By 1 Bed			1	6	1	8
Overcrowded by 2 bed or more					3	3
Success Too Large Property		1				1
Supported Housing Move-On		6				6
Un Occ High Demand		13	2	1	1	17
Welfare			1			1
<u>Total Transfers</u>	1	27	12	13	5	58
<u>Grand Total</u>	6	106	100	56	25	293

Appendix 7 - Let's to AF/FT properties 2015/16 – (1st April '15 to 31st December 2015)

Lets to AF/FT	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed	Grand Total
Band 1						
Decant		2	3			5
Emergency		1		1		2
Exceptional Medical				1		1
Leaving Care		2	1			3
Retiring LBL Tenant Employee		2				2
Un Occ High Demand		10	2	2		14
Band 1 Total		17	6	4		27
Band 2						
Homeless Prevention		1	16	1		18
Medical High		4	1	3		8
Overcrowded by 2 bed or more			1	6	2	9
Supported Housing Move On		8	1			9
Band 2 Total		13	19	10	2	44
Band 3 Total						
Medical Low		13	1			14
Overcrowded By 1 Bed	1	7	2	3	2	15
Priority Homeless		19	63	30	3	115
Welfare		3				3
Band 3 Total	1.0	42	66	33	5	147
Grand Total	1.0	72	91	47	7	218

Annual Lettings Plan 2016-17

Equalities Analysis Assessment

1 Introduction

- 1.1 The Equality Act 2010 (the Act) introduced a new public sector equality duty (the equality duty or the duty). It covers the following nine protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 1.2 In summary, the Council must, in the exercise of its functions, have due regard to the need to:
- eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - advance equality of opportunity between people who share a protected characteristic and those who do not.
 - foster good relations between people who share a protected characteristic and those who do not.

2 Key Considerations

- 2.1 The lettings plan priorities have generally positive impacts, and reflect the need to focus targets on key local and national priorities around housing need. The allocation of targets to each band ensures that all groups with priority under the allocations scheme receive a percentage of lettings.
- 2.2 Applicants who join the housing register are asked to complete monitoring in relation to their gender, age, ethnicity, disability, sexual orientation and religion or belief. The following tables show the ethnic profile of the borough as at the time of the 2011 census and the ethnic profile of lettings by bedroom size for 2014/15 and 2015/16.
- 2.3 The lettings outturn for different ethnic groups showed a similar profile to previous periods and there were no significant increases or reduction across groups. The number of households not disclosing their ethnicity remains high. When implementing the new Allocation Policy in October 2012 we also introduced a new housing application with an updated ethnic monitoring form which will help us improve the data we capture.
- 2.4 There are some negative impacts to the proposal to allocate 80% of social housing lettings to homeless households, particularly on overcrowded households within the social sector and the Private Rented sector where applicants are predominantly from BME origins and applications where the lead applicant is female.
- 2.5 However, this negative impact is balanced by the positive impact that will be seen on the same protected groups through the increased lettings made to homeless applicants who will then be moved on from temporary accommodation into settled housing.
- 2.6 The production of a detailed Lettings Plan, targeting a range of priorities in each band is a more proactive and focused way of addressing lettings priorities. It is however, administratively intensive and requires ongoing monthly monitoring of performance against targets in order to ensure that targets within the plan are reached. A half year review of progress against the lettings plan targets will be undertaken and will be reported back to the Housing Select Committee and Mayor & Cabinet thereafter if changes to the plan are required.

3 Ethnic Profile of the London Borough of Lewisham – 2011 Census

Ethnicity	Total	%
White	147,684	54%
Mixed	20,468	7%
Asian or Asian British	25,533	9%
Black or Black British	74,933	27%
Other Ethnic Groups	7,251	3%
Total	275,869	

4 Ethnicity Monitoring of Lettings 2014/15

Ethnic monitoring of lettings	Bed Size										Total	
	0 Bed		1 Bed		2 Bed		3 Bed		4 Bed +		Total Count of Bedroom	
	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
African	6	0.5%	44	4.0%	49	4.5%	43	3.9%	16	1.5%	158	14.5%
Any other Asian background	1	0.1%	5	0.5%	10	0.9%	4	0.4%	1	0.1%	21	1.9%
Any other Black/ African/ Caribbean background		0.0%	8	0.7%	16	1.5%	10	0.9%	6	0.5%	40	3.7%
Any other ethnic group	6	0.5%	4	0.4%	13	1.2%	9	0.8%	2	0.2%	34	3.1%
Any other mixed/ multiple ethnic background		0.0%	6	0.5%		0.0%	1	0.1%	2	0.2%	9	0.8%
Any other White background	2	0.2%	17	1.6%	13	1.2%	9	0.8%	1	0.1%	42	3.8%
Arab		0.0%	2	0.2%		0.0%		0.0%		0.0%	2	0.2%
Bangladeshi		0.0%		0.0%	1	0.1%	1	0.1%		0.0%	2	0.2%
Caribbean	6	0.5%	83	7.6%	64	5.9%	31	2.8%	12	1.1%	196	17.9%
Chinese		0.0%	3	0.3%	7	0.6%	3	0.3%		0.0%	13	1.2%
English/Welsh/Scottish/Northern Irish/British	16	1.5%	110	10.1%	65	5.9%	24	2.2%	5	0.5%	220	20.1%
Irish	1	0.1%	3	0.3%	2	0.2%	2	0.2%		0.0%	8	0.7%
Not disclosed	15	1.4%	140	12.8%	98	9.0%	48	4.4%	14	1.3%	315	28.8%
Pakistani		0.0%	1	0.1%		0.0%		0.0%		0.0%	1	0.1%
White and Black African		0.0%	4	0.4%		0.0%		0.0%		0.0%	4	0.4%
White and Black Caribbean	2	0.2%	10	0.9%	9	0.8%	7	0.6%		0.0%	28	2.6%
Grand Total	55	5.0%	440	40.3%	347	31.7%	192	17.6%	59	5.4%	1093	100.0%

5 Ethnicity Monitoring of Lettings 2015/16 – (1st April '15 – 31st December'15)

Ethnic monitoring of lettings	0 Bed		1 Bed		2 Bed		3 Bed		4 Bed		Total	
	Number	%	Number	%	Number	%	Number	%	Number	%	Number	%
African	6	0.7%	33	3.7%	61	6.8%	38	4.2%	8	0.9%	146	16.3%
Any other Asian background	2	0.2%	7	0.8%	7	0.8%	6	0.7%		0.0%	22	2.5%
Any other Black/ African/ Caribbean background		0.0%	9	1.0%	14	1.6%	2	0.2%	1	0.1%	26	2.9%
Any other ethnic group	2	0.2%	6	0.7%	9	1.0%	8	0.9%	2	0.2%	27	3.0%
Any other mixed/ multiple ethnic background		0.0%	6	0.7%	6	0.7%	2	0.2%		0.0%	14	1.6%
Any other White background	3	0.3%	15	1.7%	12	1.3%	14	1.6%	2	0.2%	46	5.1%
Arab		0.0%		0.0%	1	0.1%	1	0.1%		0.0%	2	0.2%
Bangladeshi		0.0%	1	0.1%	1	0.1%	1	0.1%		0.0%	3	0.3%
Caribbean	10	1.1%	68	7.6%	62	6.9%	43	4.8%	4	0.4%	187	20.9%
Chinese	1	0.1%	4	0.4%	3	0.3%	2	0.2%		0.0%	10	1.1%
English/Welsh/Scottish/Northern Irish/British	12	1.3%	83	9.3%	50	5.6%	17	1.9%	1	0.1%	163	18.2%
Indian		0.0%		0.0%	2	0.2%	1	0.1%		0.0%	3	0.3%
Pakistani		0.0%	1	0.1%	2	0.2%		0.0%		0.0%	3	0.3%
Not disclosed	6	0.7%	59	6.6%	91	10.2%	51	5.7%	7	0.8%	214	23.9%
White and Asian		0.0%	1	0.1%	1	0.1%		0.0%		0.0%	2	0.2%
White and Black African	1	0.1%		0.0%	1	0.1%	2	0.2%		0.0%	4	0.4%
White and Black Caribbean	3	0.3%	7	0.8%	7	0.8%	6	0.7%		0.0%	23	2.6%
Grand Total	46	5.1%	300	33.5%	330	36.9%	194	21.7%	25	2.8%	895	100.0%

Chief Officer Confirmation of Report Submission			
Cabinet Member Confirmation of Briefing			
Report for:	Mayor	<input type="checkbox"/>	
	Mayor and Cabinet	<input type="checkbox"/>	
	Mayor and Cabinet (Contracts)	<input type="checkbox"/>	
	Executive Director	<input type="checkbox"/>	
Information	<input type="checkbox"/> Part 1	<input type="checkbox"/> Part 2	<input type="checkbox"/> Key Decision

Date of Meeting	18 th May 2016
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Title of Report	Response to the SDSC High Streets Review report
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Originator of Report	Cheryl Maughan
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At the time of submission for the Agenda, I confirm that the report has:

Category	Yes	No
Financial Comments from Exec Director for Resources	X	
Legal Comments from the Head of Law	X	
Crime & Disorder Implications	x	
Environmental Implications	X	
Equality Implications/Impact Assessment (as appropriate)	x	
Confirmed Adherence to Budget & Policy Framework	x	
Risk Assessment Comments (as appropriate)		n/a
Reason for Urgency (as appropriate)		n/a

Signed:  Executive Member

Date: _____

Signed:  Director/Head of Service

Date: 8/5/16

Control Record by Committee Support

Action	Date
Listed on Schedule of Business/Forward Plan (if appropriate)	
Draft Report Cleared at Agenda Planning Meeting (not delegated decisions)	
Submitted Report from CO Received by Committee Support	
Scheduled Date for Call-in (if appropriate)	
To be Referred to Full Council	

Mayor and Cabinet		
Report Title	Response to the referral by the Sustainable Development Select Committee on the High Streets Review	
Key Decision	No	Item No.
Ward	All	
Contributors	Executive Director of Resources & Regeneration	
Class	Part 1	Date: 18 May 2016

1. Summary

- 1.1 This report sets out the Executive Director's response to the final recommendations arising from the Sustainable Development Select Committee's High Street Review, which was presented at the Mayor and Cabinet meeting of 13th January 2016.

2. Purpose

- 2.1 The Sustainable Development Select Committee (SDSC) presented the final High Streets Review Report and Recommendations to the Mayor at the Mayor and Cabinet meeting on 13th January 2016. The purpose of this report is to set out the Executive Director's response to the final recommendations arising from the SDSC High Street Review Report.

3. Recommendations

- 3.1 The Mayor is recommended to:

(a) Approve the response from the Executive Director for Resource and Regeneration to the Sustainable Development Select Committee

(b) Agree the content of this report and agree that the matters discussed in this report be reported back to the Sustainable Development Select Committee.

4. Policy Context

- 4.1 The contents of this report are consistent with the Council's Sustainable Community Strategy policy 'Dynamic and Prosperous – where people are part of vibrant communities and town centres, well connected to London and beyond'. To support this priority the Council will work together to 'improve the quality and vitality of Lewisham's town centres and localities'.

5. Background

- 5.1 At a meeting on 9th September 2014, the SDSC decided as a part of its work programme to undertake an in-depth review into High Streets. The review was scoped in January 2015 and two evidence gathering sessions were held in March and April 2015.

- 5.2 The SDSC produced a draft document 'High Streets Review' in November 2015. The final SDSC High Streets Review report was presented at the 13th January 2016 Mayor and Cabinet meeting.
- 5.3 According to Lewisham's constitution, the Select Committee can refer documents to the Mayor and Cabinet who are obliged to consider the document and respond to its content within two months of receipt.

6. Recommendations made by the SDSC High Streets Review

- 6.1 The referral report recommended at paragraph 2.1 (b) and (c) that the Executive Director for Resources and Regeneration be asked to respond to the review's recommendation and that a response should be provided to the SDSC. The recommendations are set out below together with a response.
- 6.2 ***Recommendation 1: Shopping habits, retail centres and high streets are changing, and as a Council we need to make sure that we are keeping pace. As a Planning Authority, the Council needs to make sure its planning policy is fast, flexible and open minded, so as to readily adapt to multi-configurations and future reconfiguration options that an evolving future high street will need. Lewisham Council should consider how it would deal with non-traditional pop up activity within our Borough, whether that's the top floor of a car park being turned into a garden market restaurant and farm, or a unit that has a rolling programme of pop ups with an activity programme that cuts across several planning class uses.***
- 6.3 **Response:**
- 6.4 The Council's existing planning policies are contained in the Local Plan. The Council's Local Plan comprises the Core Strategy (2011) which sets out the strategic vision for the borough's high streets, the Development Management Local Plan (2014) which sets out the detailed policies used to guide decisions on planning applications in order to implement the strategic vision contained in the Core Strategy and the Lewisham Town Centre Local Plan (2014) which is an area based Local Plan. These documents are in conformity with the Mayor of London's London Plan and national policy.
- 6.5 The Council's existing planning policies seek to offer a degree of flexibility. Planning policy is structured around the retail hierarchy. In the major and district shopping centres policies set out to protect viable shopping centres by designating primary and secondary shopping frontages. Within the primary shopping areas policy seeks to protect 70% of shop units as A1 shops as defined in the Use Class Order. In secondary and other areas a much wider range of appropriate town centre uses are encouraged and permitted. In the local shopping centres and parades a more flexible policy approach is adopted based on evidence of economic demand. Where evidence is produced of no market demand a change of use of a shop is acceptable, including a change to a residential use. This flexible policy approach appears successful in that most major and district shopping centres in Lewisham have a lower vacancy rate than the national average.

- 6.6 Planning policy officers are also currently in the early stages of preparing a new Local Plan for Lewisham in order to reflect recent changes in planning policy and the changing demands in town centres. As a part of the preparation of the new Local Plan, a retail capacity study has been commissioned which will provide part of the evidence base needed to inform new policies that take into account changes in shopping patterns and new shop configurations. Government changes to the Use Class Order and permitted development rights also mean that the primary and secondary frontage policy will need to be reviewed.
- 6.7 It should be noted that the provision of innovative uses within our high streets to allow for pop up shops and multiconfigurations are already being facilitated through planning with uses such as Street Feast within Lewisham Town Centre. Officers will continue to consider how these can further be supported.
- 6.8 ***Recommendation 2:*** *Lewisham is establishing a positive name as a Local Authority for being open to innovation in our town centres and high streets. Projects such as the Mary Portas SEE3 pilots, Street Feast Model Market project or the Catford Canteen have all added to that reputation – and serious consideration should be given on how we can embed that opinion and increase the number of these opportunities setting up in our borough.*
- 6.9 **Response:**
- 6.10 The SEE3 Portas Pilot in Sydenham, Kirkdale and Forest Hill showed how a relatively small amount of seed funding alongside strong community involvement can produce innovative improvements to a town centre. A reduction in vacant units, new regular market, physical improvements and collaborative working and learning were all long term results of the pilot. Town Centre Management S106 monies formed part of the pilot's spend.
- 6.11 A similar approach could be trialled in other parts of the borough if similar monies become available (such as through the Mayor of London's High Street Fund, Town Centre S106 or CiL monies or Local Assembly funding in the future). The SEE3 project was driven by the community and facilitated by officers at the council and therefore, any similar projects would be subject to community interest and officer resource capacity constraints.
- 6.12 ***Recommendation 3:*** *The Council should look to help with the reimaging of our public space through 'place making' and creating town centres with 'experiential' entertainment activity. The Council should look at directly funding, or working with other funding partners (Regional National & European), to facilitate the animation of our high streets, through pop-up shops, arts and community activity. It was also noted that "quirk" and "experience" were key 'pull' drivers for visitors to commercial/entertainment centres, and any such activity should look to capitalise on those elements.*
- 6.13 **Response:**
- 6.14 The emphasis from both the Planning and Regeneration departments in Lewisham is one of place making. For example, the Lewisham Town Centre Local Plan places a great emphasis on place making and design. The Council did employ town centre

managers who were able to engage actively with commercial and artistic people and organisations but these posts were deleted some years ago in relation to Council saving plans.

- 6.15 The Council does, however, fund arts and cultural organisations through the Main Grants programme; a number of which develop and deliver artistic and community animation within the borough's town centres. Examples include Sydenham Arts engaging with residents and visitors within cafes on the high street; the Albany delivering Fun Palace programme of events in the squares and streets of the town centre; Montage delivering regular intergeneration dance performances in Deptford Market; Lewisham Youth Theatre delivering promenade performance 'Catford Tales'. A number of the local assemblies and local community organisations also fund Christmas trees and associated Christmas events.
- 6.16 **Recommendation 4:** *The Council should look at further developing night time economies across the Borough to offer a rich mix of restaurants, bars, recreational activities, and cinemas. During the committee's deliberations it became apparent that for large high streets and town centres to thrive, there needs to be a mix of retail, commercial, and entertainment and have both day and night time usage. There are some sections of our communities like young professionals and students that can significantly add to making a night time economy viable. It would therefore be desirable for the Council to enter talks with local post compulsory education providers to discuss ways in which we could create the conditions for more students to live in the locality of Lewisham and Catford Town centres.*
- 6.17 **Response:**
- 6.18 The Lewisham Town Centre Local Plan (2014) sought to deliver a greater mix of uses throughout the day and evening and supported the integration of student accommodation to enhance the vibrancy and vitality of the Town Centre.
- 6.19 The outline application for the Lewisham Gateway scheme has been permitted and is currently being implemented. The Gateway development will deliver 800 homes, up to 17,000 sq.m. of town centre uses including shops, restaurants offices and leisure uses. Planning applications to address the reserved matters for the scheme are being brought forward. This part of the overall town centre regeneration vision is successfully delivering a rich mix of both day time and evening uses. Planning permission has been granted for 611 student bedsapces in Thurston Road and this development is currently under construction. Student housing has also been recently approved within Ladywell at Mercy Terrace.
- 6.20 Officers regularly engage with Goldsmiths to understand their approach. Goldsmiths have recently gained planning permission for student accommodation on their own site in New Cross and officers understand that given the distance to Lewisham Town centre, they would not be seeking accommodation in that location.
- 6.21 The Council bought the Catford Centre from St. Modwins in 2010 and has been working on a strategy for the regeneration of the whole centre. The evolving strategy will consider comprehensive redevelopment and take into account the role and

function of the centre within the retail hierarchy. This will include the night time economy and in particular will aim to enhance the function of the Broadway Theatre.

- 6.22 **Recommendation 5:** *the Council needs to develop a clear, proactive 'Meanwhile Use' policy, for commercial properties where it is a landlord either directly or at arm's length. This policy needs to realise that an empty property has a significant impact upon local amenity and the perception of the success of a high streets. It is this committees position that it is more desirous for a 'meanwhile tenant' to be brought in so as to animate a section of a high street or town centre, at a peppercorn rent, then having an empty decaying shell that is bringing in no rent or business rates. The Council should also look at developing partnership with meanwhile use charities/organisations, for both meanwhile usage of council voids, but also as a service that we promote to external commercial property freeholders across the Borough. The Council should also take learnings from the collaboration between Brent Council and Locality, in their establishment of www.meanwhile.org.uk and any other similar meanwhile use charity, so as to fully understand the scope and potential we can unlock.*
- 6.23 **Response:**
- 6.24 The Council is currently developing a specific policy regarding the disposal (sale and letting) of its land and buildings. This will include details of how the Council will incorporate meanwhile uses into its commercial portfolio and areas with a focus on regeneration. This policy is likely to be reported to members within the next 3-6 months. Any work created as a result of this policy is likely to be carried out within existing resources.
- 6.25 Officers are also considering meanwhile uses for vacant retail within its ownership in Catford Town Centre, where only relatively short term leases are available.
- 6.26 The Council has been relatively successful over recent years in reducing the vacancy rates across its commercial portfolio and increasing the income generated from them, and that work continues. However where properties remain vacant, either through an inability to let or due to upcoming redevelopment, officers are seeking alternative uses, including meanwhile, charity and voluntary sector uses, to increase occupancy.
- 6.27 **Recommendation 6:** *For the Council to do more about poor quality frontages on our high streets. Our high streets can be blighted by run down frontages from both active and inactive commercial properties, much like the 'broken window' theory an ill-kept property on a high street can cause further deterioration in the locality. It is therefore recommended that the Council give much greater consideration to the use of 'section 215 notices' on high street properties that give powers to the Local Authority to be able to require property owners to improve their land/property to stop negatively affecting local amenity.*
- 6.28 **Response:**

- 6.29 Section 215 of the Town and Country Planning Act 1990 (as amended) gives local planning authorities the Power to require proper maintenance of land. It states that:
- (1) If it appears to the local planning authority that the amenity of a part of their area, or of an adjoining area, is adversely affected by the condition of land in their area, they may serve on the owner and occupier of the land a notice under this section.*
- 6.30 Government guidance on Section 215 notices encourages its use where appropriate and specifically, amongst other situations, cites its use in town centre locations where it is desirable to improve the run down appearance of town centre street frontages.
- 6.31 Planning Enforcement officers are already considering the use of Section 215 powers in high streets. In August 2015 enforcement and conservation officers undertook a walk through of Deptford High Street to identify those properties that were considered, by reason of their run down appearance, to detrimentally impact on the visual amenity of the conservation area. In supporting the proposed conservation area extension, the eventual serving of S215 notices to seek the required improvements would underpin the Councils wider conservation and town centre regeneration policies.
- 6.32 Furthermore, a review of planning enforcement, identified for August/September 2016, will highlight the councils aspirations to carry out proactive enforcement action and where, subject to resources within the planning and the legal services, enforcement action can achieve quick, visible and high profile wins such as the boroughs main shopping thoroughfares.
- 6.33 ***Recommendation 7: It is recommended that the Council give consideration to extending its 'free for 30 minutes' parking policy that operates in places like Sydenham, to other high streets and shopping areas around Lewisham.***
- 6.34 **Response:**
- 6.35 Parking regulation is governed by the Road Traffic Regulation Act 1984. The Council's local transport and parking policy objectives comply with this legislation and are set out in the Local Implementation Plan (LIP). The goals, objectives and outcomes for the LIP have been developed within the framework provided by the Mayor of London's Transport Strategy, but they also reflect local policies and priorities and as such are aligned with the Council's corporate priorities and the Sustainable Community Strategy.
- 6.36 The parking policy is placed within this broader policy framework. Parking has a borough-wide impact, and has particular relevance to the many economic, environmental and social objectives of a modern transport system.
- 6.37 In line with the Council's Parking Policy the implementation of short stay parking bays (normally 30 minutes) are considered in small shopping areas where a quick turn-around of parking will assist the business of local traders. They are particularly useful in areas that would otherwise suffer from all-day

intrusive parking such as those close to train stations, and are therefore often included near local shops within CPZs.

- 6.38 These bays may be entirely free timed bays or be linked to a paid for parking system. This allows limited free parking after which pay & display charges would apply. The maximum limited free time would usually be 30 minutes.
- 6.39 **Recommendation 8:** *The role of markets, such as that in Lewisham Town Centre, as a key asset of the borough, that animates the town centre and meets the needs of a broader spectrum of shoppers than supermarkets alone, must be protected. However it is recommended that the Council invest in the aesthetic of the Market so as to improve the visual impact of the locality.*
- 6.40 **Response:**
- 6.41 The Lewisham Town Centre Local Plan recognises the important role of the street market and includes policy to work with market traders and other stakeholders to improve the environment for the street market.
- 6.42 At this time there are no known specific plans to enhance the existing market and associated highways but this remains an aspiration as part of the wider regeneration being undertaken in this area. Market officers would recommend that improvements to the highway are considered as a priority, where resources become available.
- 6.43 The market does not currently receive any funding from the Council - it is self financing. In the past, the market had received funding via town centre manager to update the trader's stalls with new canopies. However, market traders own and are responsible for the upkeep of their stalls whilst the Council's highways department is responsible for the maintenance of the public highway.
- 6.44 **Recommendation 9:** *Committee noted that the commercial/retail offer in mixed use planning developments, seemed to create vacant units that could often remain as such for a significant periods of time. It is therefore recommended that we review the combination of mixes and configurations that we are offering, to include planning use classes of A3, D1, D2, and in so doing improve the amenity of an area.*
- 6.45 **Response:**
- 6.46 Planning officers recognise that in some mixed use developments the commercial and retail element has, in the past been left vacant. There can be many reasons for this including a lack of commitment on the part of the developer. To seek to address this issue the Development Management Local Plan (2014) introduced new policy that requires developers to provide an internal fit out to an appropriate level that will ensure deliverability and long term sustainability. While the Core Strategy policy seeks 20% of mixed use floorspace as business employment, in practice a more flexible approach to other land uses has been adopted. This has included A3, D1 and

D2 uses. As part of the local plan review the mixed use policy will be reconsidered to ensure deliverability and flexibility.

- 6.47 It should be noted that the delivery of spaces to an appropriate level of fit out together with marketing strategies and flexible uses within units are all being utilised, in-line with planning policy, to ensure that spaces are let and officers along with the Council's Economic Development team continue to work with developers to ensure that spaces are not left vacant for long periods of time.

7. Legal Implications

- 7.1 The report sets out for approval the response from the Executive Director to the Sustainability Development Select Committee on matters raised, there are no direct legal implications on the responses.

8. Financial Implications

- 8.1 There are no specific financial implications arising from this report. There may be future financial implications arising from the recommendations of the High Streets Review, should they be taken forward.

9. Crime and disorder implications

- 9.1 There are no specific crime and disorder implications arising from this report.

10. Equalities implications

- 10.1 *Shaping our future*, Lewisham's Sustainable Community Strategy for 2008-2020, sets out a vision for Lewisham;-

“Together we will make Lewisham the best place in London to live work and learn.”

This is underpinned by hard-edged principles for:

- **reducing inequality** – narrowing the gap in outcomes for citizens
- **delivering together efficiently, effectively and equitably** - ensuring that all citizens have appropriate access to and choice of high quality local services

- 10.2 The Council's Comprehensive Equality Scheme for 2012-16 provides an overarching framework and focus for the Council's work on equalities to support the Sustainable Community Strategy and to ensure compliance with the Equality Act 2010.

- 10.3 A full Equality Analysis Assessment (EAA) (previously known as Equality Impact Assessment) was carried out for the policies in the Council's Core

Strategy in February 2009. The overall assessment was that the policies in the Core Strategy would not discriminate and that most policies have a positive impact. Three potential adverse impacts were identified: protection of employment land; designation of mixed use employment locations; and concerns of community groups about the amount of new housing development putting undue stress on the existing network of facilities (shops, transport, health facilities, community facilities and other services) particularly in the Deptford/New Cross area.

- 10.4 An EAA of the Site Allocations DPD was undertaken in 2011 to identify the positive and negative impacts of the Core Strategy DPD and as a consequence the Site Allocations DPD, on three protected characteristics that were not included in the earlier EIA as it pre-dated the Equality Act 2010. This EAA also provided an update on the Core Strategy EIA.
- 10.5 The Development Management Local Plan proposes specific objectives and policies to help ensure that new development complies with inclusive design principles to ensure that the town centres are safe, attractive and inclusive places. Planning applications for development will need to demonstrate how proposals meet these objectives and policies. The DMLP was the subject of an EAA in 2012.
- 10.7 Any future Local Plans will meet the legislative requirements to undertake an Equalities Analysis Assessment

11. Environmental implications

- 11.1 There are no specific environmental implications from this report.

12. Conclusion

- 12.1 Ensuring the vibrancy and vitality of Lewisham’s Town Centres require a multi-agency collaborate approach in order to successfully deliver the SDSC recommendations that are contained in the High Streets Review report. Examples are given on current approaches in this report.

Background documents

Short Title Document	Date	File Location	File Reference	Contact Officer	Exempt
High Streets Review: Scoping paper	20.01.2015	Laurence House		Roger Raymond	
High Street Review – paper for the first evidence session	03.03.2015	Laurence House		Brian Regan	

High Streets Review – Evidence session	16.04.2015	Laurence House		Scrutiny Manager	
High Streets Review – Draft Report and Recommendations	26.11.2015	Laurence House		Scrutiny Manager	
High Streets Review – Report and Recommendations	13 th January 2016	Laurence House		Charlotte Dale / Kevin Flaherty	
High Streets Review	November 2015	Laurence House		SDSC	

If you have any queries on this report, please contact Cheryl Maughan, Planning Policy Officer, 3rd floor Laurence House, 1 Catford Road, Catford SE6 4RU – telephone 020 8314 6438.

Agenda Item 8

Chief Officer Confirmation of Report Submission		
Cabinet Member Confirmation of Briefing		
Report for: Mayor		<input type="checkbox"/>
Mayor and Cabinet		<input checked="" type="checkbox"/>
Mayor and Cabinet (Contracts)		<input type="checkbox"/>
Executive Director		<input type="checkbox"/>
Information	<input type="checkbox"/> Part 1	<input type="checkbox"/> Part 2
		<input type="checkbox"/> Key Decision


Date of Meeting	18 May 2016
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Title of Report	Response to the referral by the Sustainable Development Select Committee on key planning issues
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Originator of Report	Emma Talbot
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At the time of submission for the Agenda, I confirm that the report has:

Category	Yes	No
Financial Comments from Exec Director for Resources	X	
Legal Comments from the Head of Law	X	
Crime & Disorder Implications		X
Environmental Implications		X
Equality Implications/Impact Assessment (as appropriate)	X	
Confirmed Adherence to Budget & Policy Framework	X	
Risk Assessment Comments (as appropriate)		N/A
Reason for Urgency (as appropriate)		N/A

Signed:  Executive Member

Date: _____

Signed:  Director/Head of Service

Date: 5/5/16

Control Record by Committee Support

Action	Date
Listed on Schedule of Business/Forward Plan (if appropriate)	
Draft Report Cleared at Agenda Planning Meeting (not delegated decisions)	
Submitted Report from CO Received by Committee Support	
Scheduled Date for Call-in (if appropriate)	
To be Referred to Full Council	

Mayor and Cabinet		
Report Title	Response to the referral by the Sustainable Development Select Committee on key planning issues	
Key Decision	No	Item No.
Ward	All	
Contributors	Executive Director of Resources & Regeneration	
Class	Part 1	Date: 18 May 2016

1. Summary

- 1.1 This report sets out the Executive Director's response to the recommendations arising from the Sustainable Development Select Committee's key planning issues presentation, which was presented at the Mayor and Cabinet meeting of 10th February 2016.

2. Purpose

- 2.1 The Sustainable Development Select Committee (SDSC) presented the key planning issues presentation and Recommendations to the Mayor at the Mayor and Cabinet meeting on 10th February 2016. The purpose of this report is to set out the Executive Director's response to the recommendations arising from the SDSC key planning issues presentation.

3. Recommendations

- 3.1 The Mayor is recommended to:

(a) Approve the response from the Executive Director for Resource and Regeneration to the Sustainable Development Select Committee

(b) Agree the content of this report and agree that the matters discussed in this report be reported back to the Sustainable Development Select Committee.

4. Policy Context

- 4.1 The contents of this report are consistent with the Council's Sustainable Community Strategy policies 'Empowered and Responsible'.

- 4.2 The Council's existing planning policies are contained in the Local Plan. The Council's Local Plan comprises the Core Strategy (2011) which sets out the strategic vision for the borough's high streets, the Development Management Local Plan (2014) which sets out the detailed policies used to guide decisions on planning applications in order to implement the strategic vision contained in the Core Strategy and the Lewisham Town Centre Local Plan (2014) which is an area based Local Plan. These documents are in conformity with the Mayor

of London's London Plan and national policy which seek to secure up to 50% affordable housing, subject to viability.

- 4.3 The Council's Planning Obligations SPD was adopted by full Council on 25th February 2015 and details the likely type and scale of planning obligations for development proposals in the borough, to ensure that the impact of development on infrastructure and services can be adequately mitigated. It also seeks to establish a transparent, fair and consistent process for negotiating, securing and monitoring planning obligations and notes the basis on which a viability review should be undertaken.

5. Background

- 5.1 On 25 January 2016, the full Overview and Scrutiny Committee considered a report entitled *Key Planning Issues (the Housing and Planning Bill and Financial Viability)* which included a presentation on financial viability from Anthony Lee (BNP Paribas). Appendix 1 – available for viewing on the Council website at

<http://councilmeetings.lewisham.gov.uk/ieListDocuments.aspx?CId=139&MId=4241>

6. Recommendation made by the SDSC

- 6.1 The referral report recommended at paragraph 3.2 to forward the presentation to Mayor and Cabinet and request that particular consideration be given to the *key messages* slide and the information on the potential impact of starter homes on other affordable housing products. The Sustainable Development and Housing Select Committees have also been asked to consider this. In addition, when more detail is available in relation to the proposals contained within the Housing and Planning Bill the recommendation noted that it will be important for all three of these meeting bodies to consider it.

6.2 Response:

The contents of the presentation and the key planning issues slide are noted, in particular the conclusion which highlights that:

- Cutting S106 and AH is not the only way of improving viability
- Planning as an obstacle to growth – land value is also a key factor
- Considering growth will be increasingly important
- Delivering Starter Homes AND mainstream AH will be challenging

Officers note that the position with viability and the delivery of affordable housing continues to be challenging particularly in light of the Housing and Planning Bill. The Head of Planning will continue to monitor the Bill and Starter Homes and update as necessary. The Planning Service will continue to aim for affordable housing in individual schemes to be delivered in a form that is genuinely affordable to Lewisham residents' and at a level which is maximised whilst still delivering the necessary growth and securing high quality design.

7. Legal Implications

- 7.1 The report sets out for approval the response from the Executive Director to the Sustainability Development Select Committee on matters raised, there are no direct legal implications on the responses.

8. Financial Implications

- 8.1 There are no specific financial implications arising from this report per se.

9. Equalities implications

- 9.1 Lewisham's Comprehensive Equalities Scheme (CES) 2012-16 describes the Council's commitment to equality for citizens, service users and employees.

The CES is underpinned by a set of high level strategic objectives which incorporate the requirements of the Equality Act 2010 and the Public Sector Equality Duty:

- tackle victimisation, harassment and discrimination
- to improve access to services
- to close the gap in outcomes for citizens
- to increase understanding and mutual respect between communities
- to increase participation and engagement

10. Environmental implications

- 11.1 There are no specific environmental implications from this report.

11. Conclusion

- 11.1 The recommendation referred to the Mayor from the Sustainable Development Select Committee has been answered in section 6 of this report and it is proposed that this response is referred back to the committee

Background documents

If you have any queries on this report, please contact Emma Talbot, Head of Planning, 5th floor Laurence House, 1 Catford Road, Catford SE6 4RU – telephone 020 8314 9051.



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Viability appraisals and planning decisions

Anthony Lee



- How viability is determined
- What are the key drivers in the market?
- The issue of 'static' nature of viability
- Impact of Starter Homes on 'traditional' affordable supply



1

How viability is determined



What are the key drivers for landowners

- ▶ Common ground – LPA and developers need land
- ▶ Landowners therefore need to release it into the market
- ▶ Mayoral candidates *'we are going to enforce AH targets'*



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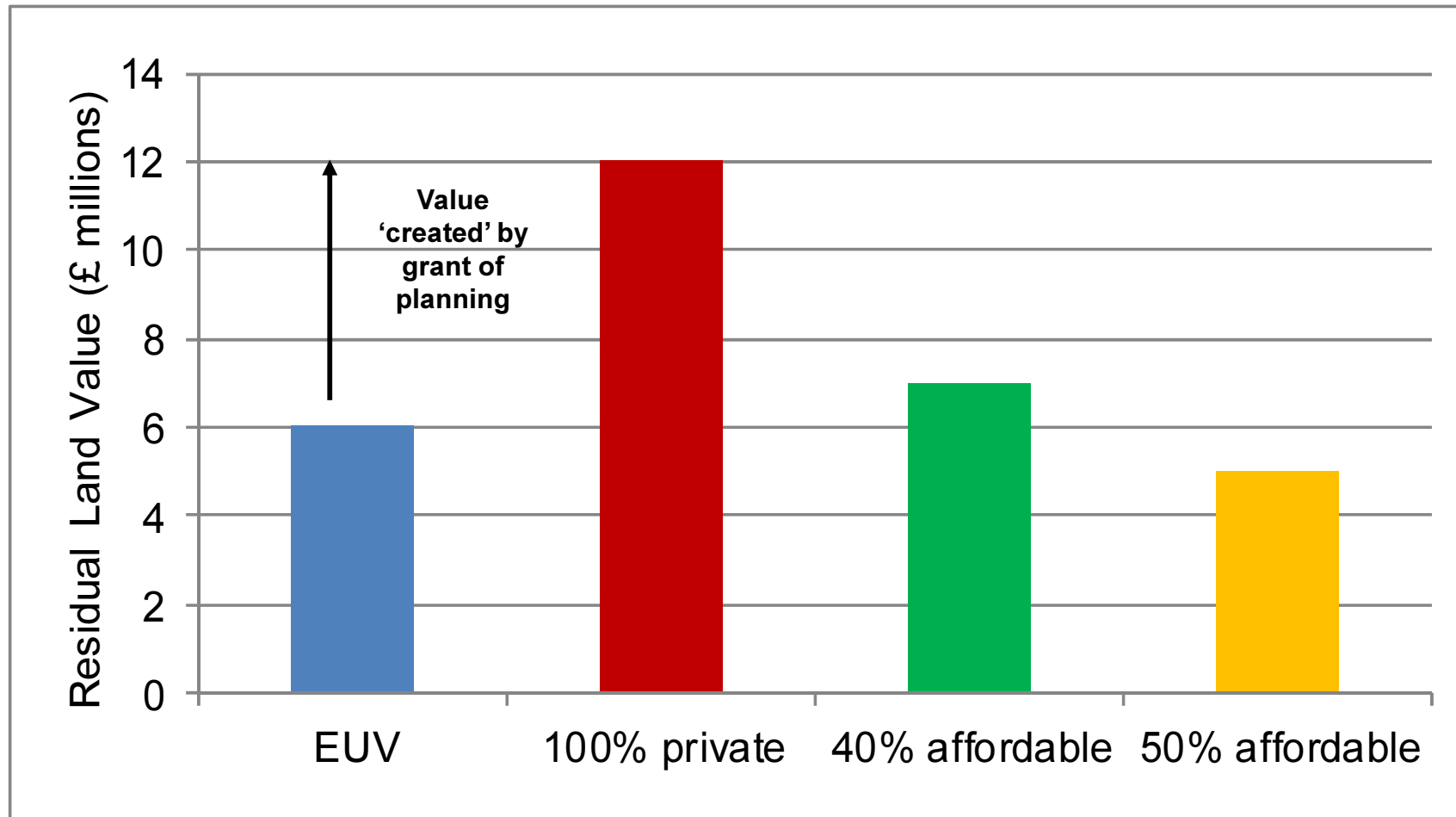


What are the key drivers for landowners

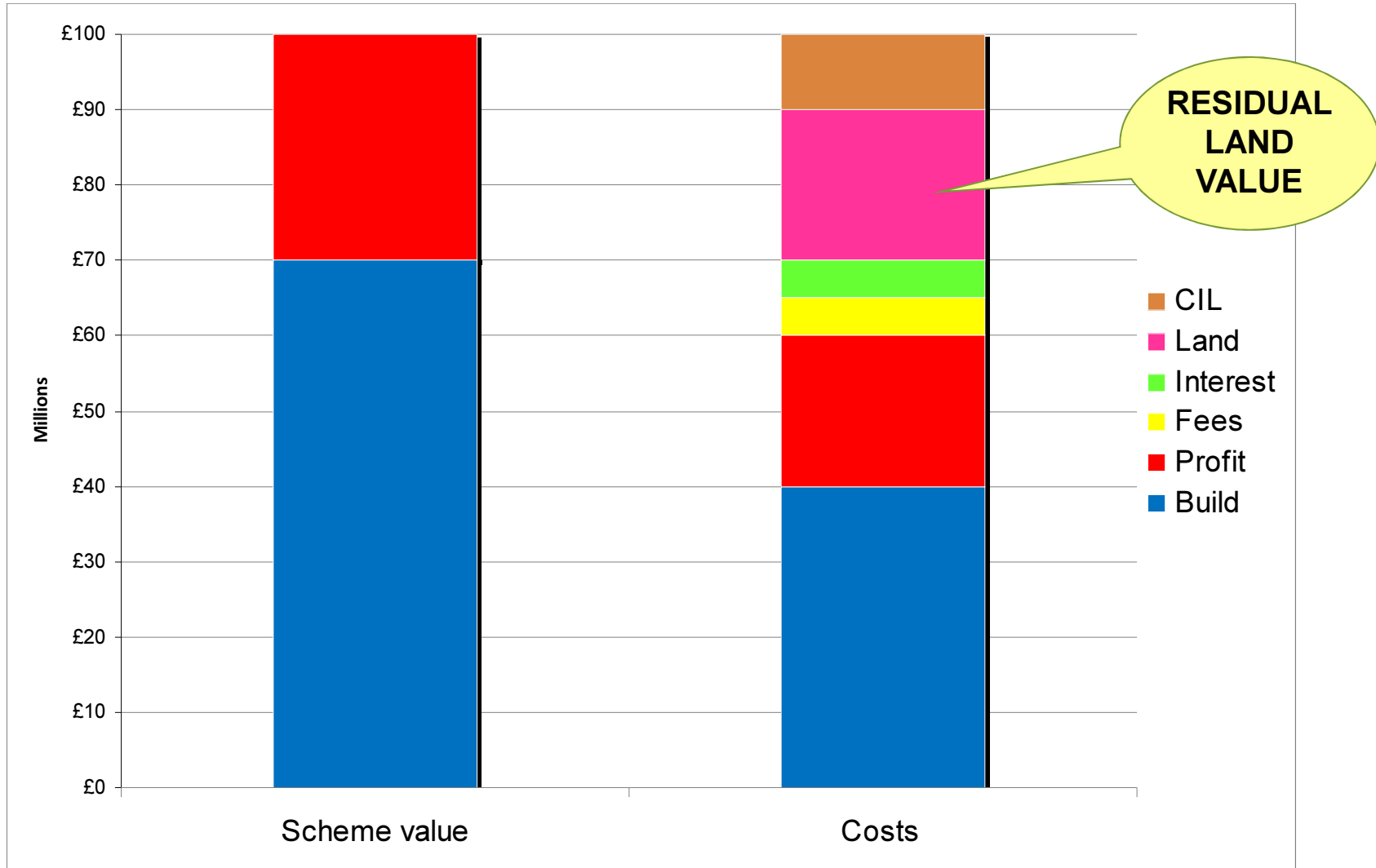
- ▶ Common ground – LPA and developers need land
- ▶ Landowners therefore need to release it into the market
- ▶ Mayoral candidates *'we are going to enforce AH targets'*



Viability and sharing in land value uplift



What information does an appraisal generate?



- ▶ Lewisham Core Strategy policy – 50% AH *subject to viability*
- ▶ Schemes providing less than 50% can be policy compliant
- ▶ Viability ‘caveat’ essential to convince Inspector to accept policy

- ▶ Onus on developer to prove why policy target cannot be met
- ▶ Independent analysis to scrutinise case put forward

- ▶ Evidence
 - ▶ Sales values (unit by unit pricing; average for development)
 - ▶ Affordable housing values (tenure mix; affordability criteria)
 - ▶ Commercial rents and yields
 - ▶ Build costs
 - ▶ Fees

- ▶ Benchmark land values
 - ▶ Rent levels
 - ▶ Demand
 - ▶ Yield
 - ▶ Premium

- ▶ Timing
 - ▶ Sales and sales rates; off-plan sales
 - ▶ Affordable housing payments from RP
 - ▶ CIL – fixed and no scope for varying timing on individual developments
 - ▶ Section 106 payments and delivery of other obligations



2

‘Shelf-life’ of appraisals



➤ **LPAs' negotiating position severely weakened by**

- ▶ NPPF (prioritises delivery)
- ▶ RICS guidance (prioritises returns to landowners over planning)
- ▶ Lack of grant
- ▶ Recovering demand for and value of commercial floorspace

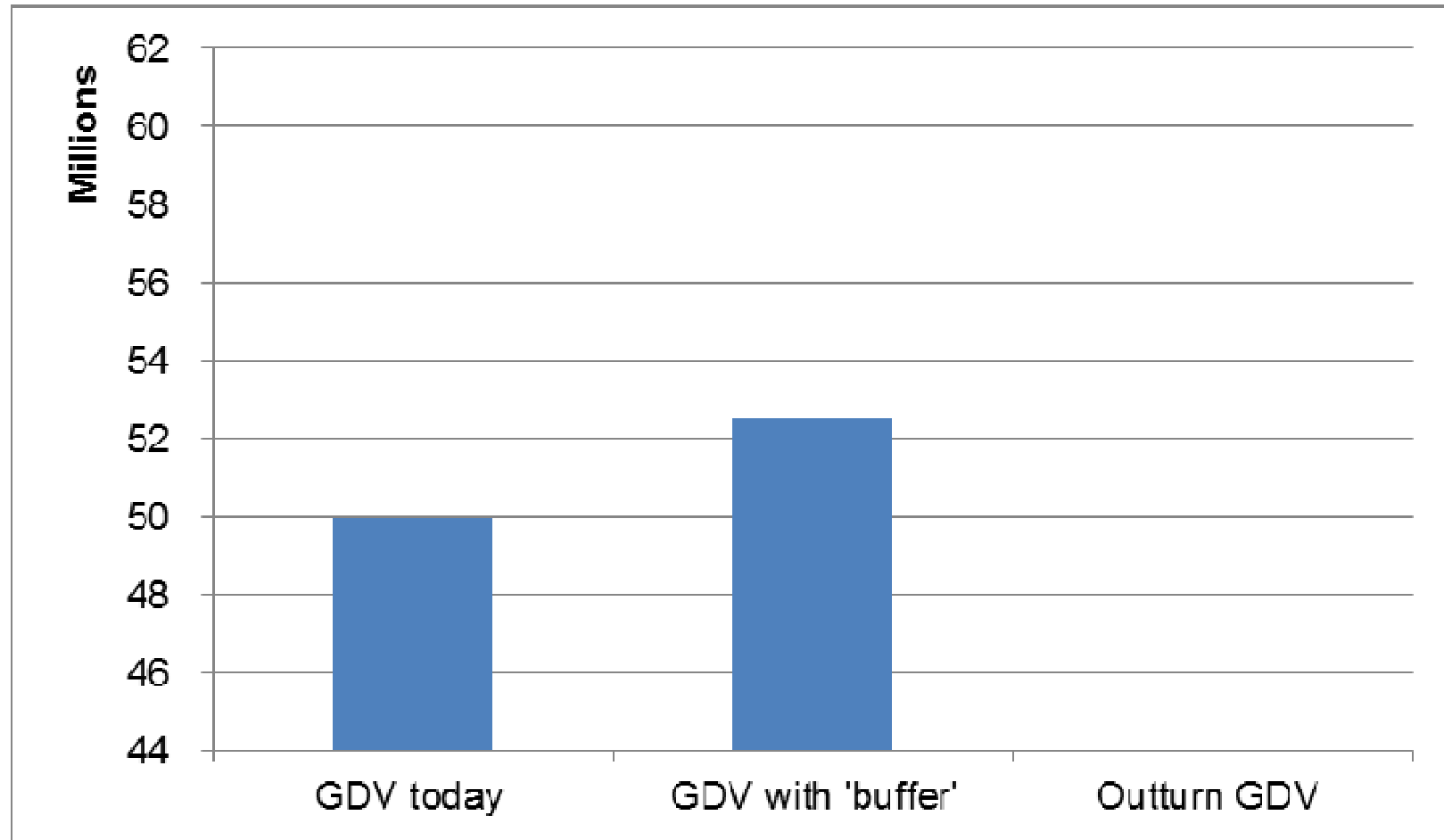
➤ **LPAs increasingly turning to review mechanisms**

- ▶ Members sceptical of viability
- ▶ Perception that developers doing very well 'down-stream'
- ▶ A means of redressing the imbalance

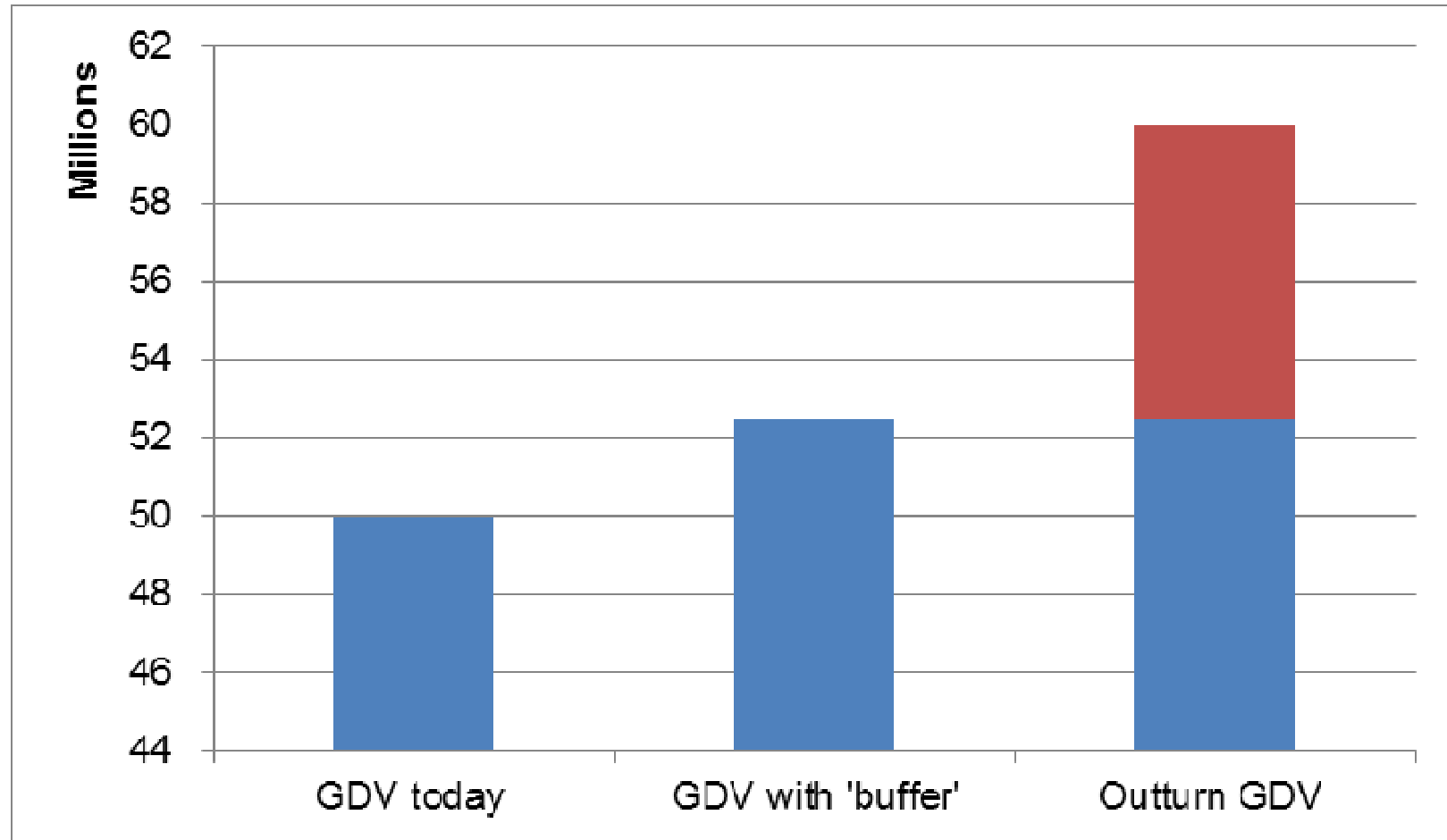
➤ **Growth/sensitivity analysis an alternative**

- ▶ **Unpopular with developers but carry no risk**
- ▶ **Must be structured to share 'super-profit'**
- ▶ **Capped payments – replacing lost AH, not profit share**
- ▶ **No funding problems – understanding is key**
- ▶ **BUT how open book is the end of scheme appraisal?**
- ▶ **Where/how to invest the payment (if any)?**
- ▶ **Upwards only now, but will they remain so?**

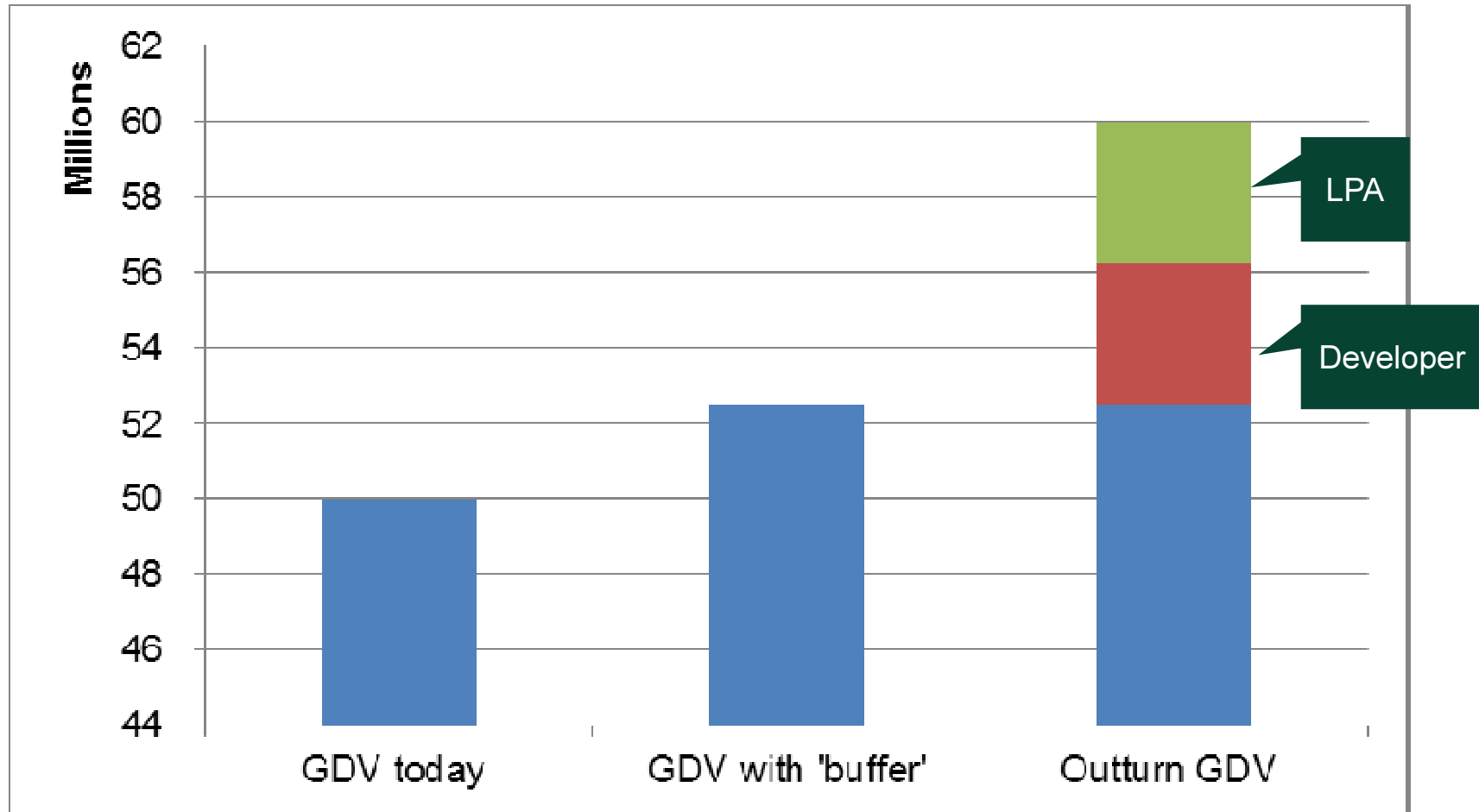
Growth and review mechanisms



Growth and review mechanisms



Growth and review mechanisms



3

The Housing Bill: 'Starter Homes'



➤ Details so far

- Aim to deliver 200,000 Starter Homes for FTBs under 40
- 20% discount with £450k cap in London
- Statutory duty upon LPAs to '*promote supply*' of Starter Homes
 - In Local Plans
 - In decision making on planning applications
- PP can only be granted if Starter Homes included
- Requirements may differ between types of sites/areas
- Compliance directions if LPA does not cooperate

▶ Ministerial comments

- Brandon Lewis
 - Govt still expects delivery of rented and intermediate housing
 - Starter Homes will not replace other tenures
- David Cameron
 - Expects some homes to be available below price caps
 - £150,000 and £200,000, not all at £450,000 / £250,000



4

Potential impact of Starter Homes on delivery of 'traditional' affordable housing



What impact will Starter Homes have on viability?

▶ Key issues:

- ▶ Do Starter Homes improve viability?
- ▶ Will Starter Homes squeeze out other tenures?
- ▶ What impact will affordability have on Starter Homes?



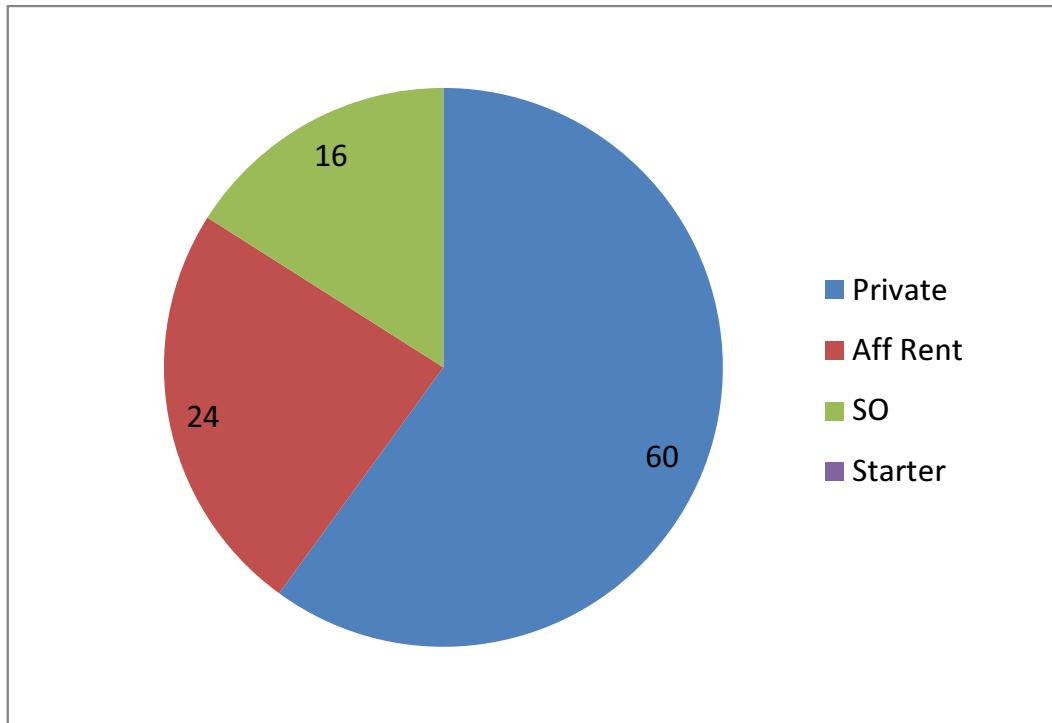
Testing the impact of Starter Homes

- ▶ **100 two bed units**
- ▶ **Current policy requirement 40% affordable housing**
- ▶ **Market values = £800 psf**
- ▶ **Affordable rent values = £240 psf**
- ▶ **Intermediate = £352 psf**
- ▶ **Starter Homes = 80% of MV (just under £450,000)**
- ▶ **Benchmark land value = £12.5 million**



Testing the impact of Starter Homes

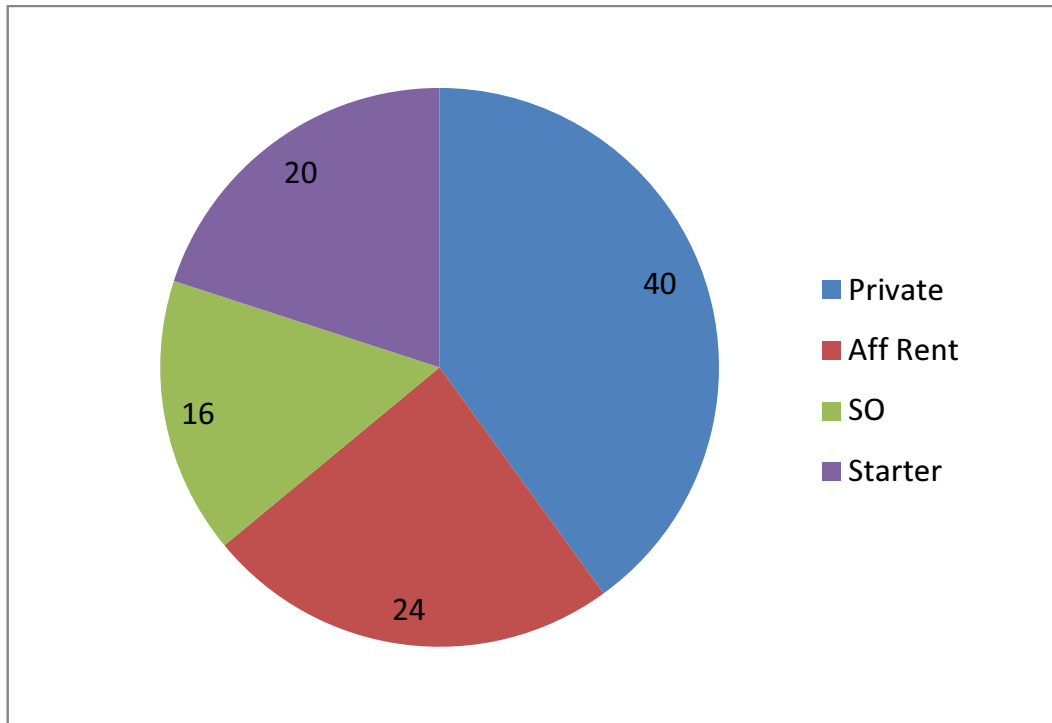
▶ Base viability



Private	33,600,000
Rented	4,032,000
Intermediate	3,942,400
Starter Homes	-
Total income	41,574,000
Development costs	21,914,751
Profit	7,198,464
Residual	12,460,785

Testing the impact of Starter Homes

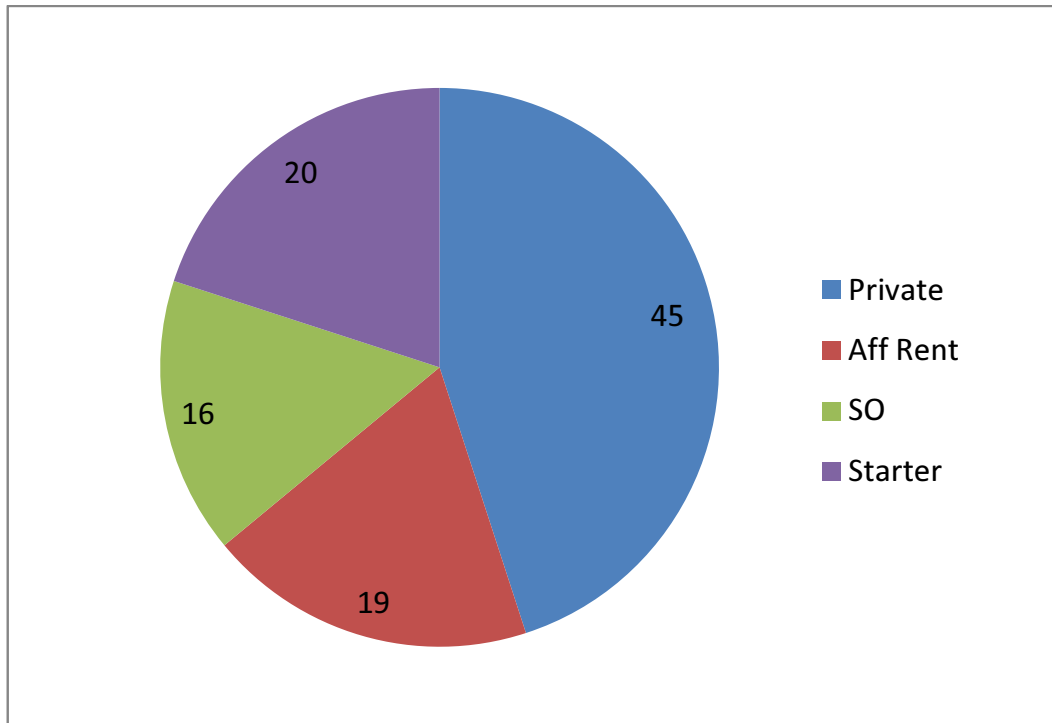
➤ 20 Starter Home units @ £450k cap



Private	22,400,000
Rented	4,032,000
Intermediate	3,942,400
Starter Homes	8,960,000
Total income	39,334,000
Development costs	21,361,266
Profit	6,750,464
Residual	11,222,670
SHORTFALL	-1,277,330

Testing the impact of Starter Homes

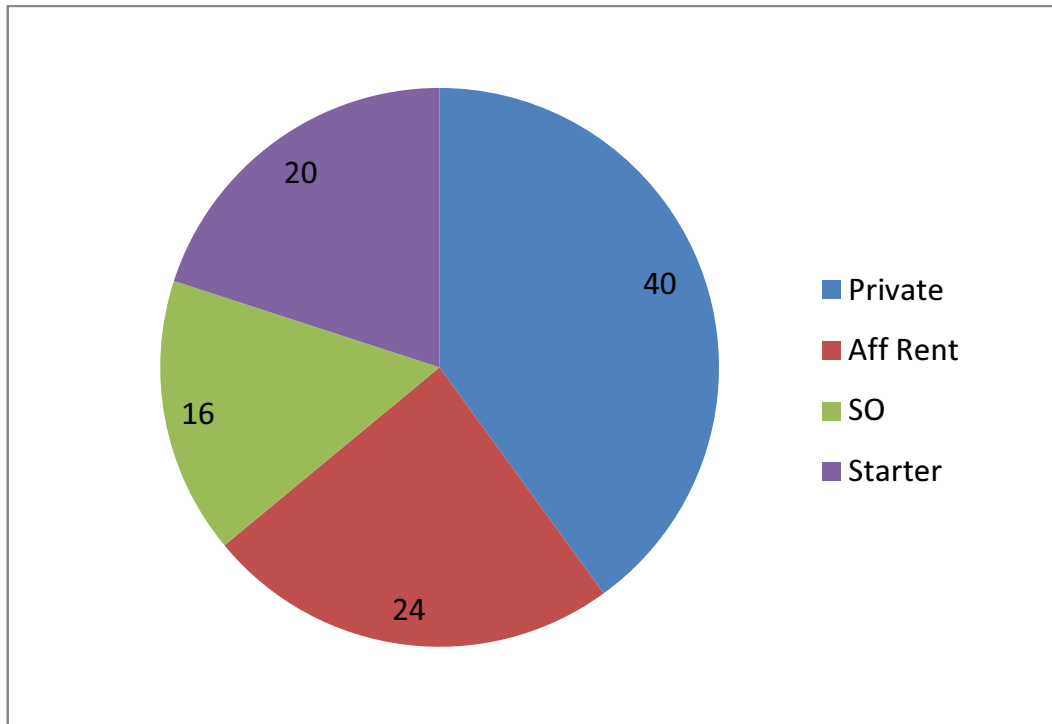
➤ 20 Starter Home units @ £450k cap – reduced AH



Private	25,760,000
Rented	3,024,000
Intermediate	3,942,400
Starter Homes	8,960,000
Total income	41,686,400
Development costs	21,780,861
Profit	7,361,984
Residual	12,543,555
SHORTFALL	n/a

Testing the impact of Starter Homes

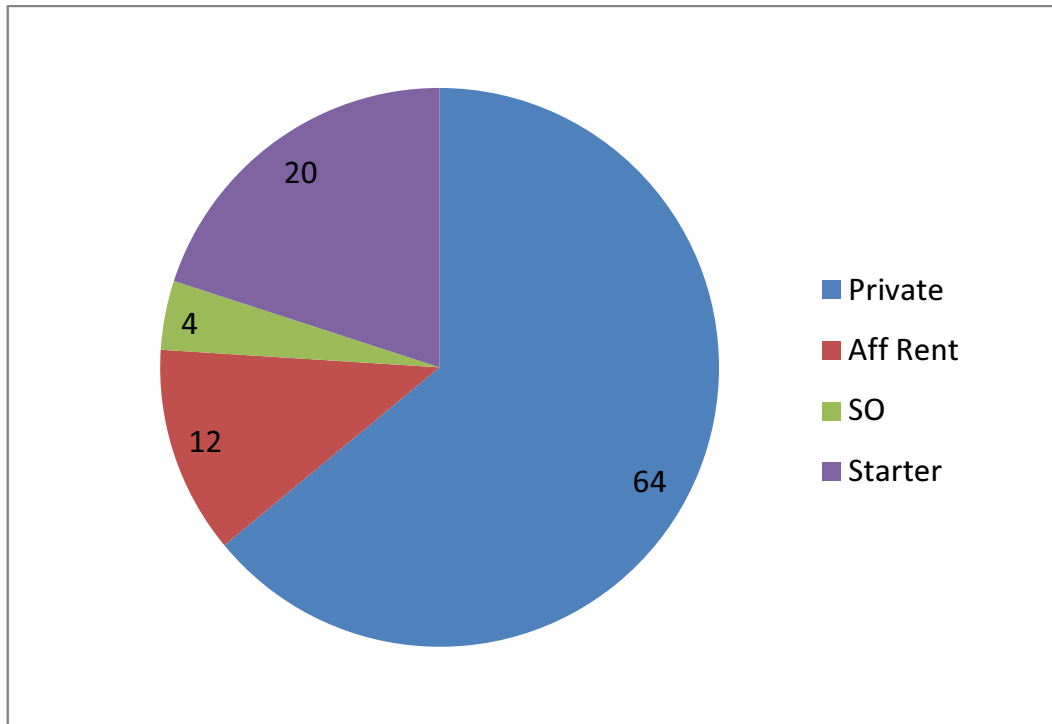
▶ 20 Starter Home units @ £200k cap



Private	22,400,000
Rented	4,032,000
Intermediate	3,942,400
Starter Homes	4,000,000
Total income	34,374,400
Development costs	20,763,408
Profit	5,758,464
Residual	7,852,528
SHORTFALL	-4,647,472

Testing the impact of Starter Homes

▶ 20 Starter Home units @ £200k cap – reduced AH



Private	35,480,000
Rented	2,016,600
Intermediate	985,600
Starter Homes	4,000,000
Total income	42,841,600
Development costs	22,376,035
Profit	8,148,096
Residual	12,317,469
SHORTFALL	n/a

5

Key messages



- ▶ Cutting S106 and AH is not the only way of improving viability
- ▶ Planning as an obstacle to growth – land value is also a key factor
- ▶ Considering growth will be increasingly important
- ▶ Delivering Starter Homes AND mainstream AH will be challenging





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**Viability appraisals and
planning decisions**
Anthony Lee
anthony.lee@bnpparibas.com



Agenda Item 9

Chief Officer Confirmation of Report Submission		
Cabinet Member Confirmation of Briefing		
Report for: Mayor		<input type="checkbox"/>
Mayor and Cabinet		<input checked="" type="checkbox"/>
Mayor and Cabinet (Contracts)		<input type="checkbox"/>
Executive Director		<input type="checkbox"/>
Information <input type="checkbox"/>	Part 1 <input checked="" type="checkbox"/>	Part 2 <input type="checkbox"/>
		Key Decision <input type="checkbox"/>

Date of Meeting	18 th May 2016
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Title of Report	Response to comments of the Sustainable Development Select Committee on the Catford Regeneration Review.
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Originator of Report	Gavin Plaskitt
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At the time of submission for the Agenda, I confirm that the report has:

Category	Yes	No
Financial Comments from Exec Director for Resources	X	
Legal Comments from the Head of Law	X	
Crime & Disorder Implications	X	
Environmental Implications	X	
Equality Implications/Impact Assessment (as appropriate)	X	
Confirmed Adherence to Budget & Policy Framework	X	
Risk Assessment Comments (as appropriate)	X	
Reason for Urgency (as appropriate)	X	

Signed:  Executive Member

Date: _____

Signed:  Director/Head of Service

Date: 5/5/16

Control Record by Committee Support

Action	Date
Listed on Schedule of Business/Forward Plan (if appropriate)	
Draft Report Cleared at Agenda Planning Meeting (not delegated decisions)	
Submitted Report from CO Received by Committee Support	
Scheduled Date for Call-in (if appropriate)	
To be Referred to Full Council	

APPENDIX 1

Mayor & Cabinet		
Report Title	Response to comments of the Sustainable Development Select Committee on the Catford Regeneration Review.	
Key Decision	No	Item No.
Ward	Rushey Green	
Contributors	Executive Director of Regeneration and Resources	
Class	Part 1	Date: 18 May 2016

1. Purpose of the report

To respond to the comments made by Sustainable Development Select Committee on the Catford Regeneration Review.

2. Summary

Following an in depth review of the Catford Regeneration Programme in the autumn and winter of 2015 the Sustainable Development Select Committee gave advice and made a series of recommendations to Mayor and Cabinet in February 2016. This report addresses the issues raised and recommends the actions that should be taken as a result.

3. Recommendation

3.1 The Mayor is recommended to note the content of this report and to:

- Approve that comprehensive and objective option analysis on the highway options should be prepared and disseminated to Sustainable Development Select Committee members to aid fuller understanding of this complicated element of the programme.
- Approve that senior officers should press TfL for a formal decision on the A205 which brings indecision on the road move to an end.
- Approve that officers should press TfL to ensure that any road scheme includes improvements which benefit town centre users, in particular pedestrians, cyclists, bus and rail users.

APPENDIX 1

4. Policy Context

- 4.1 'People, prosperity, place', Lewisham's regeneration strategy 2008-2020, sets out the Council's aspiration for a vibrant, dynamic Lewisham focussed around the themes of people - investing in the individuals and communities which are Lewisham's greatest asset - prosperity - fostering the skills and economic opportunities for Lewisham to flourish and thrive - and place - developing high quality public spaces, sustainable buildings and protecting the areas which are sensitive to change. The strategy identifies the Catford town centre as a strategic site with the Borough. The strategy is also placed within the framework of the key national and regional policies which affect the Council's work around regeneration of the borough, including the London Plan.
- 4.2 'Shaping our future', Lewisham's Sustainable Community Strategy 2008 - 2020, includes the 'Dynamic and Prosperous' theme, where people are part of vibrant communities and town centres, well connected to London and beyond. It details the Local Strategic Partnership's commitment to 'improving the quality and vitality of Lewisham's town centres and localities', and aspirations to 'support the growth and development of our town centres by working with commercial partners and developers', and 'maximise the use of our town centres as places to engage the local community'.
- 4.3 'Shaping our future' identifies 'Active healthy citizens as a key priority – where the Council are committed to ensuring that people can actively participate in maintaining and improving their health and well-being, supported by high quality health and care services, leisure, culture and recreational activities'.
- 4.4 Strengthening the local economy is a corporate priority, emphasising the importance of 'gaining resources to regenerate key localities, strengthen employment skills and promote public transport.
- 4.5 The Council's Local Development Framework (LDF) sets the vision, objectives, strategy and policies that will guide development and regeneration in the borough up to 2025 and together with the Mayor of London's 'London Plan' will form the statutory development plan for the borough.
- 4.6 Lewisham's Housing Strategy 2015–2020 sets out four key objectives:
- Helping residents at times of severe and urgent housing need
 - Building the homes our residents need
 - Greater security and quality for private renters
 - Promoting health and wellbeing by improving our residents' homes

5. Background

- 5.1 Sustainable Development Select Committee carried out an in depth review of the Catford Regeneration programme as follows:
- 22 October 2015 - scoping review session
 - 26 November 2015– officer & consultant evidence session

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- 14 January 2016– TfL and Catford Broadway Theatre session
- 5.2 A report setting out the Sustainable Development Committee’s findings advice and recommendations arising from the review sessions was submitted to Mayor and Cabinet on 17 February. The advice and officers suggested response to the committee follows.
- 6. Sustainable Development Select Committee advice and recommendations**
- 6.1 **The Committee felt it was unfortunate that the options presented meant that it appeared that the Council was being offered a choice between additional housing versus smoother traffic flow and possibly better pedestrian provision. The Committee stressed the importance of making a decision on an option for the Catford Town Centre and noted that historic indecision was the major barrier to development of the area.**
- 6.2 **Officer response** – The perception that there was a decision to be made about whether to build additional housing or to move the road to improve TfL network efficiency arose following a presentation from TfL about the ‘hybrid’ road scheme for relocating the A205. The presentation given by TfL attempted to provide some simplified analysis of the strengths and weaknesses of relocating the road based on a recent massing exercise carried out by officers. It did not take into account the key range of benefits that the council will be seeking from an improved road network.

The following are some of the key transport objectives for the Catford Regeneration Programme which any road infrastructure works or re-routing of the A205 will be looking to achieve.

- Improve pedestrian environment –wider footways and better crossings
 - Improve links to stations
 - Improve conditions for cyclists –including more cycle parking
 - Improve routing for buses and facilities for bus passengers
 - Improve interchange at Catford stations
 - Improve access to Shopping Centre –two-way working on Thomas Lane
 - No increase in traffic on Rushey Green
 - Retain right turn into Canadian Avenue
 - Restraint-based approach to car parking but provide enough spaces to make town centre commercially attractive
- 6.3 Senior officers continue to work with TfL to ensure the transport as well as the place making objectives of the regeneration scheme are met. We are also working with the GLA who are supporting accelerated delivery of the Catford

APPENDIX 1

programme through the designation of the area as a Housing Zone to expedite the TfL process.

- 6.4 **The Committee recommended that any option selected should be fully integrated, including ensuring a thorough and well thought-out offer to enhance the street-scene for pedestrians**
- 6.5 **Officer response** – it is agreed that improvements which benefit town centre users, in particular pedestrians, bus users, cyclists and rail users should be our key transport priorities. It is clear from our analysis of the town centre that its users are heavily reliant on these transport modes and that car use is not a key factor. We will continue to work to ensure that whichever option is implemented is optimised for these uses in the town centre.
- 6.6 **The committee recommended that the should Mayor lobby Network Rail to prioritise improving the rail-over-road bridge on Catford Road to allow for better pedestrian and cycling provision**
- 6.7 **Officer response** – The Mayor has lobbied Network Rail to prioritise works in this area and to bring them forward in an integrated way with improvements to the station environment and A205 generally. A letter outlining these issues was sent to Network Rail's Chief Executive in October 2013 and was followed up with a meeting between LB Lewisham and Network Rail to discuss requirements. Removal of the supplementary columns supporting the span will create opportunities for enhancing the pedestrian and cycling environment at this location. In 2015 designs reached a reasonably advanced stage and the expectation was that works would be carried out in late 2016. However in early 2016 officers learnt that the works to the bridge are no longer a key priority for Network Rail and that the proposed works have now been delayed until their next spending review period in 2019-2026.
- 6.8 **The committee recommended that the presentation by Ian Chalk from Ian Chalk Architects be referred for information and consideration by Mayor and Cabinet and to the Broadway Theatre Working Party Group for consideration.**
- 6.9 **Officer response** – Ian Chalk has carried out analysis of opportunities to enhance the theatre environment and to improve operation of a number of elements on a pro bono basis. He gave a presentation outlining his findings to Sustainable Development Select committee in January 2016 which was received with interest. A copy of the presentation Appendix 1 is available for viewing on the Council website at:

<http://councilmeetings.lewisham.gov.uk/ieListDocuments.aspx?CId=139&MIId=4241>

and will be provided to the Broadway Theatre Working Party as recommended.

7. Financial Implications

- 7.1 There are no financial implications arising from this report.

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8. Legal implications

8.1 There are no legal implications arising from this report.

9. Equality Implications

9.1 There are no equality implications arising from this report.

10. Environmental Implications

10.1 Recommendations in this report seek to prioritise more sustainable forms of transport over general car use in Catford town centre. The town centre benefits from a very high level of public transport accessibility and Catford's regeneration should capitalise on this important factor.

11. Crime and disorder implications

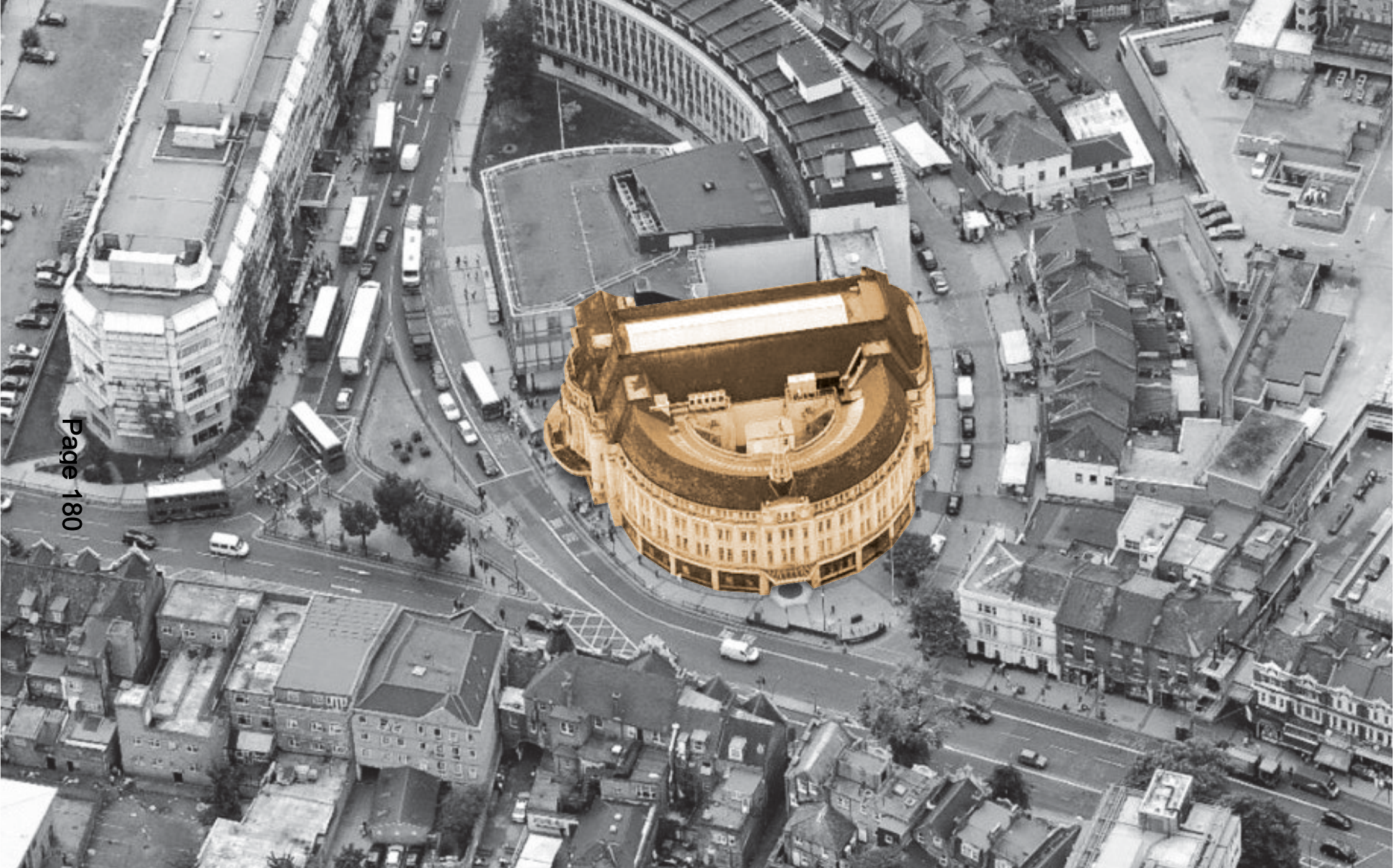
11.1 There are no crime & disorder implications arising from this report.

12. Conclusion

12.1 The sustainable Development Select Committee's in depth review has highlighted some key challenges for the Catford regeneration programme and this report recommends responses and actions to the issues raised.

13. Report originator

13.1 If there are any queries on this report please contact Gavin Plaskitt, Senior Programme Manager on 020 8314 6398.



Catford Broadway : Sketchbook No. 4

Jan 2016

Ian Chalk
Ian Chalk Architects
1 Cedars Close
SE13 5DP

Dear Sir/Madam

Broadway Theatre, Catford

The enclosed pages are a record of the presentation to the Sustainability Development Committee at Lewisham Civic Suite on Thursday 14th January 2016.

The content is an edited extract of a feasibility study which was generated over the past 10 months.

The report describes a collection of thoughts for refurbishing The Broadway Theatre in Catford - and are a summary to a number of conversations (and enthusiastic building tours) with Martin Costello, The Theatres Artistic Director (now retired).

The proposals enclosed have been presented to the key Statutory Consultees: Historic England and The Theatres Trust. Both bodies support the key moves within the proposals, with the finer details needing further clarification in due course.

The proposals are in many ways quite pragmatic and seek to resolve some of the design flaws within the existing building and offer the theatre a more promising future.

The options for improvements to the building can be treated in isolation, or as a package. They are developed with economy in mind, as the budget for any scheme has not yet been defined.

The building is Grade II listed and we have been mindful of the buildings significant parts within all of the proposals.

This sketchbook is intended as a discussion piece, to assist in: Ongoing conversations, Applications for funding and (possibly) Integration into the wider Catford Area Action Plan - and other masterplan reports which may supersede it.

This sketchbook should be read in conduction with other briefing memos prepared by the theatre, which identify essential ongoing repairs to the building.

Everything in this sketchbook to date, has been undertaken on a pro-bono basis, by Ian Chalk and Edward Whiteley of Ian Chalk Architects, and with additional input from Conservationist friends at Alan Baxters.

We are based at Farringdon in central London, but I live off Belmont Hill in Lewisham, so have a vested interest in making a meaningful contribution to the area.

We look forward to the opportunity to continue this discussion.

Yours faithfully

Ian Chalk

Ian Chalk RIBA

Ian Chalk Architects
70 Cowcross Street
London
EC1M 6EJ

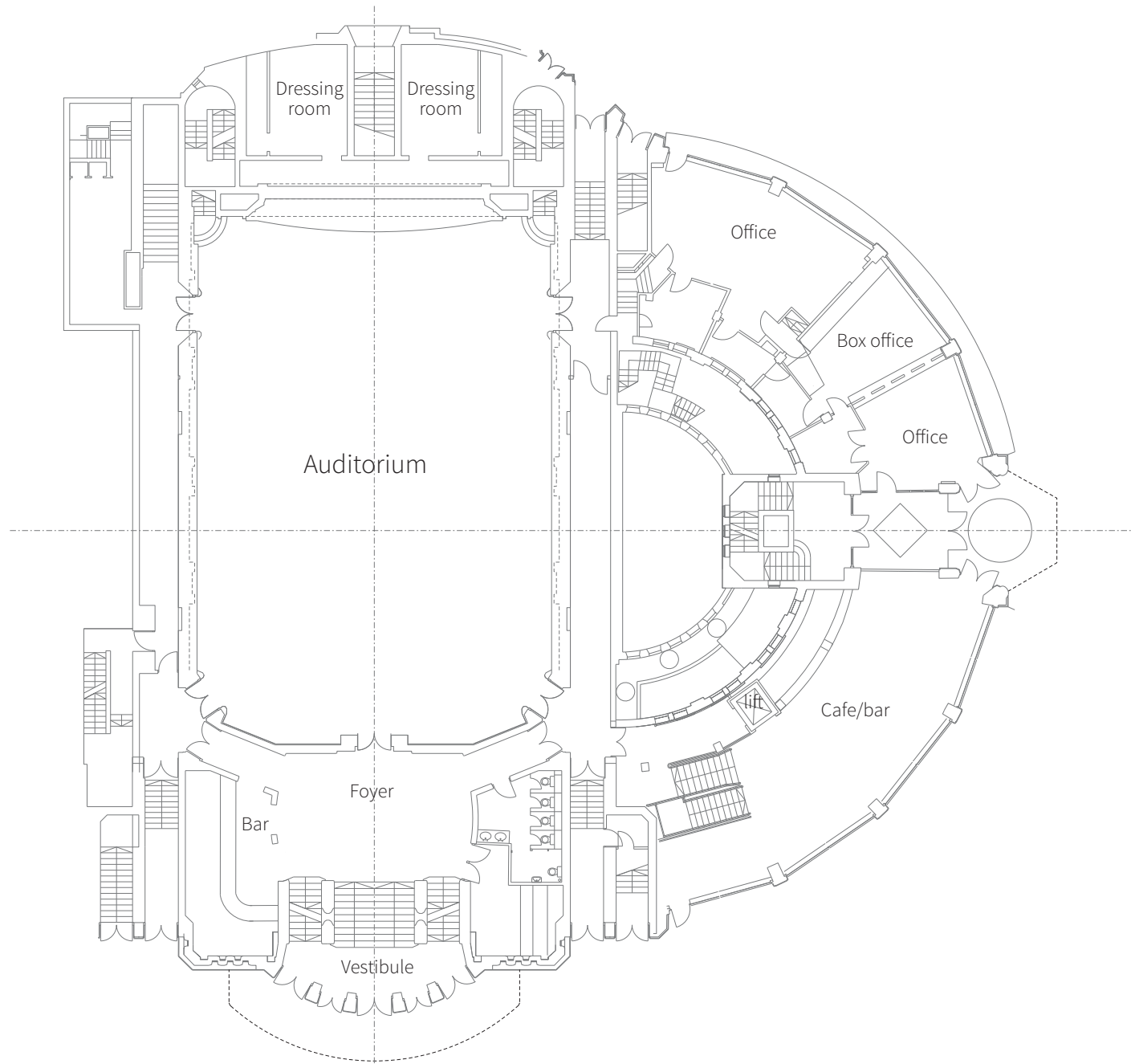
0203 7807355
07785 973723

web: ianchalkarchitects.com

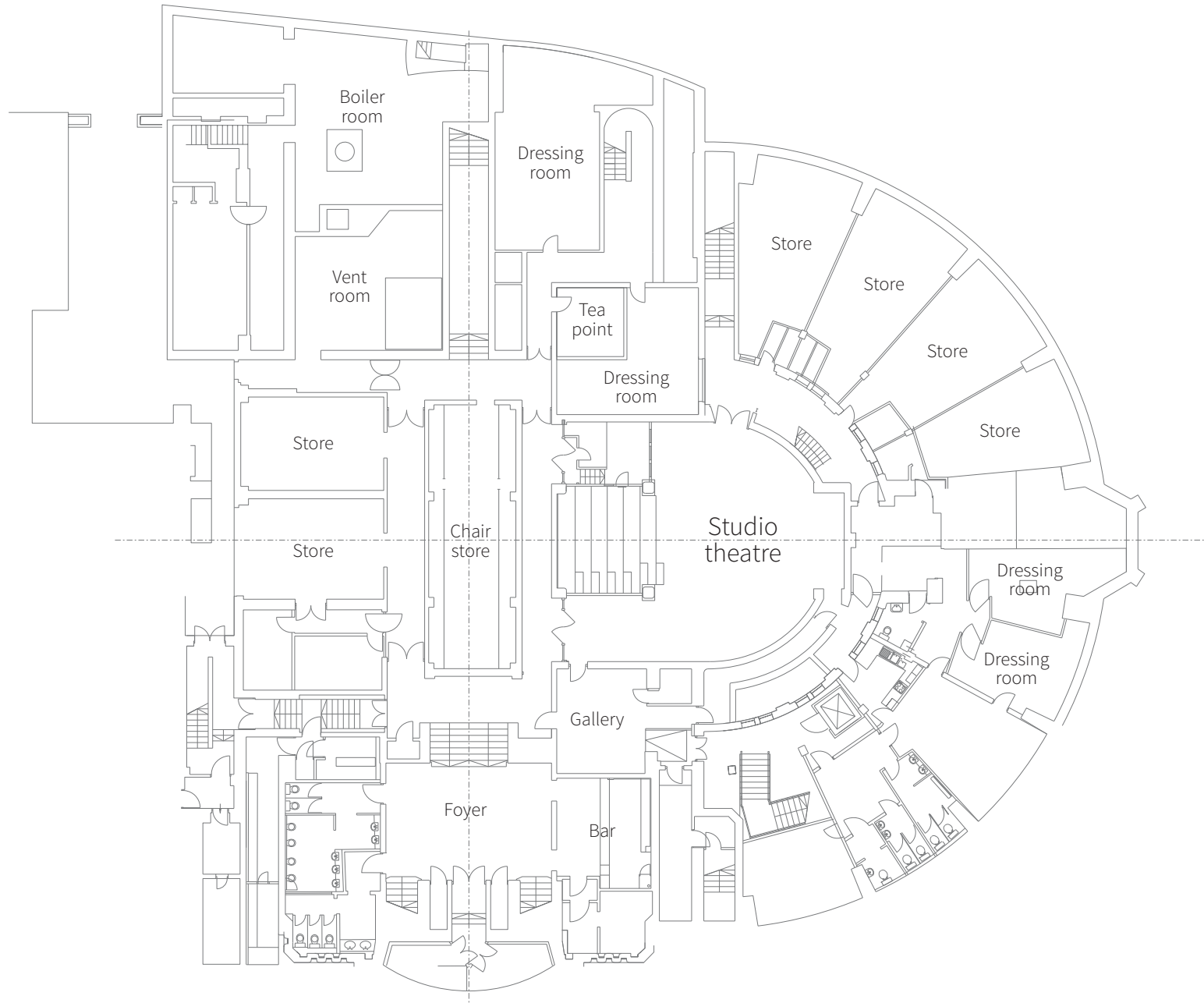


Existing location plan

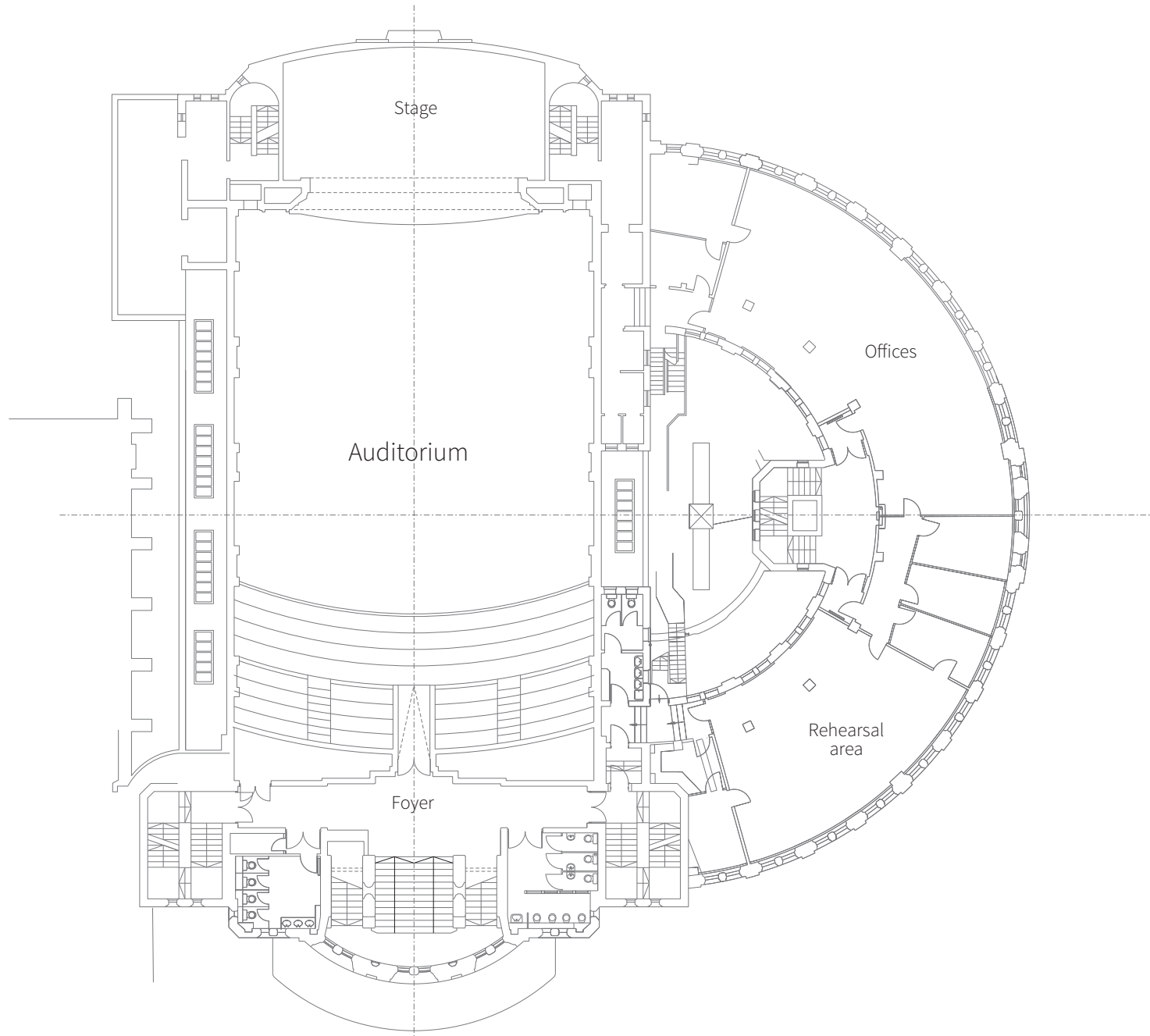




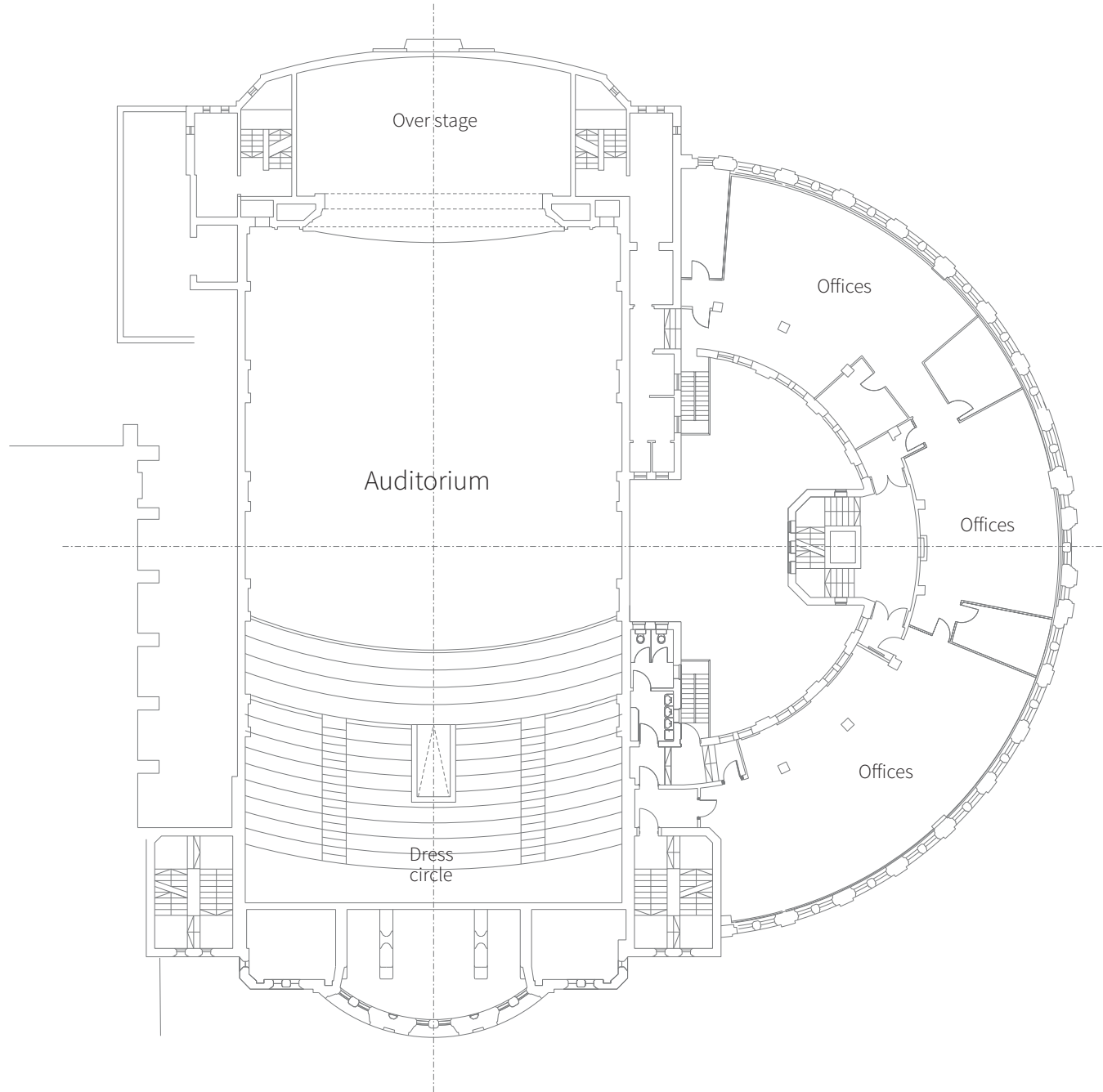
Existing ground floor



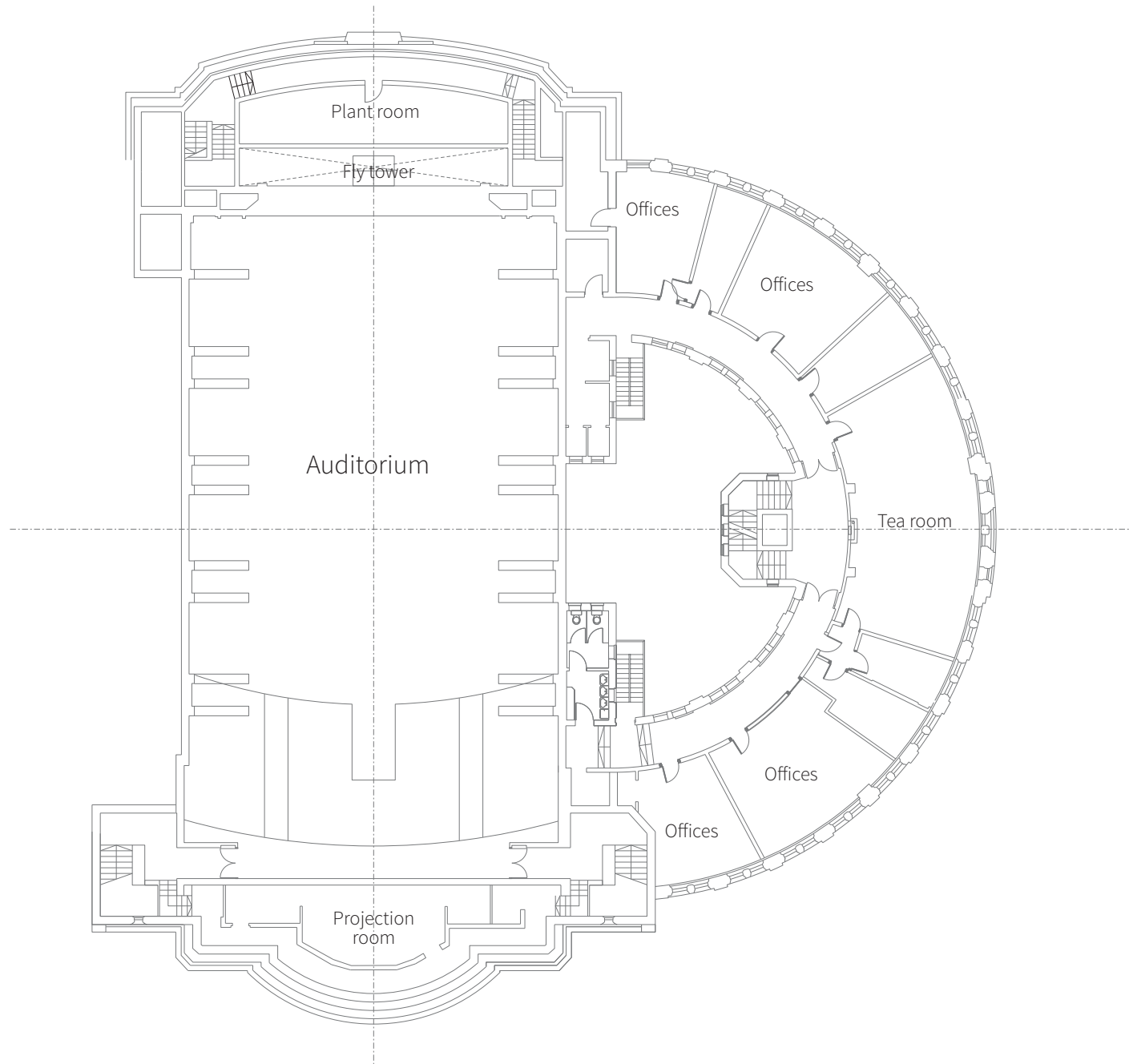
Existing lower-ground floor



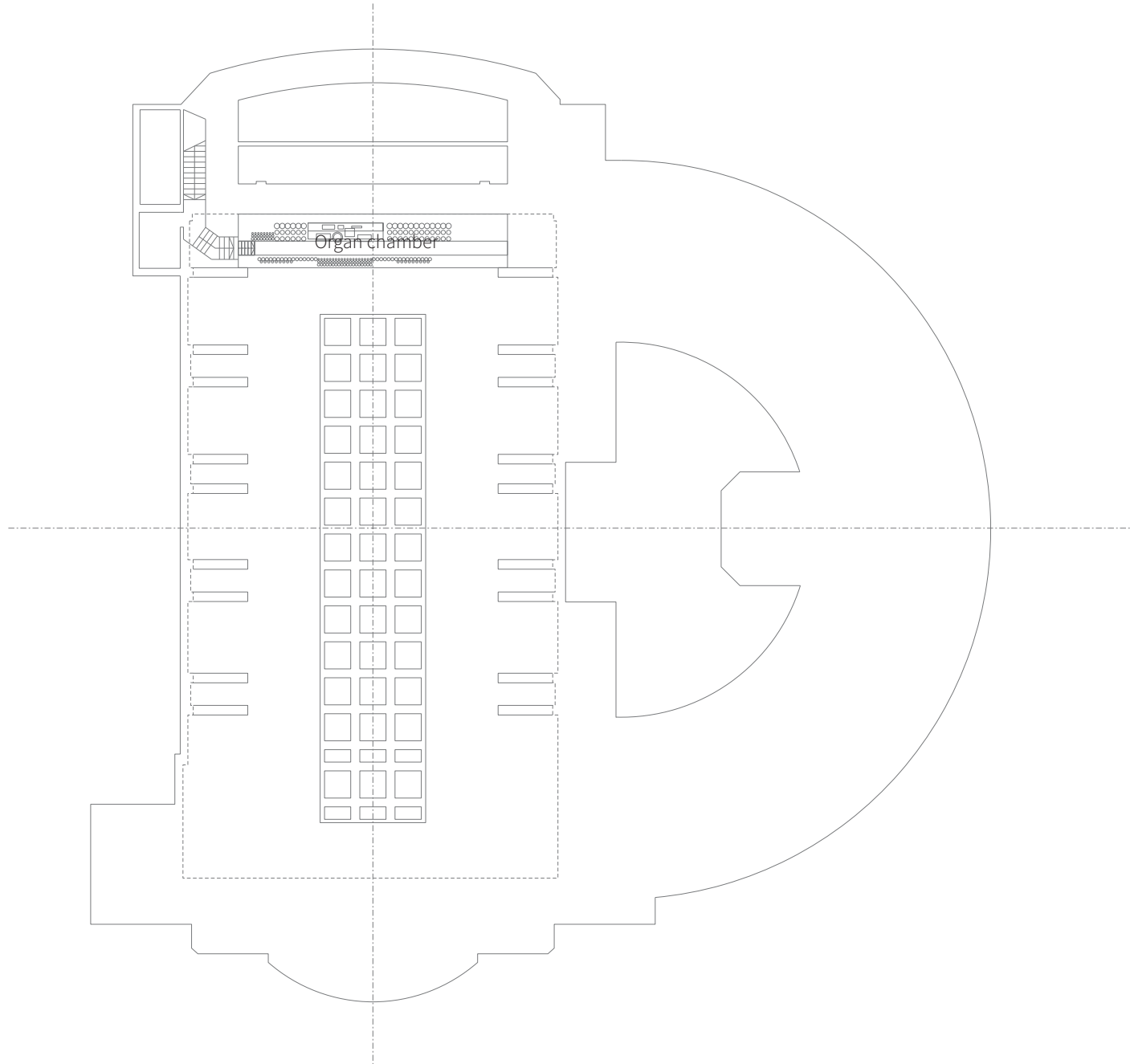
Existing first floor



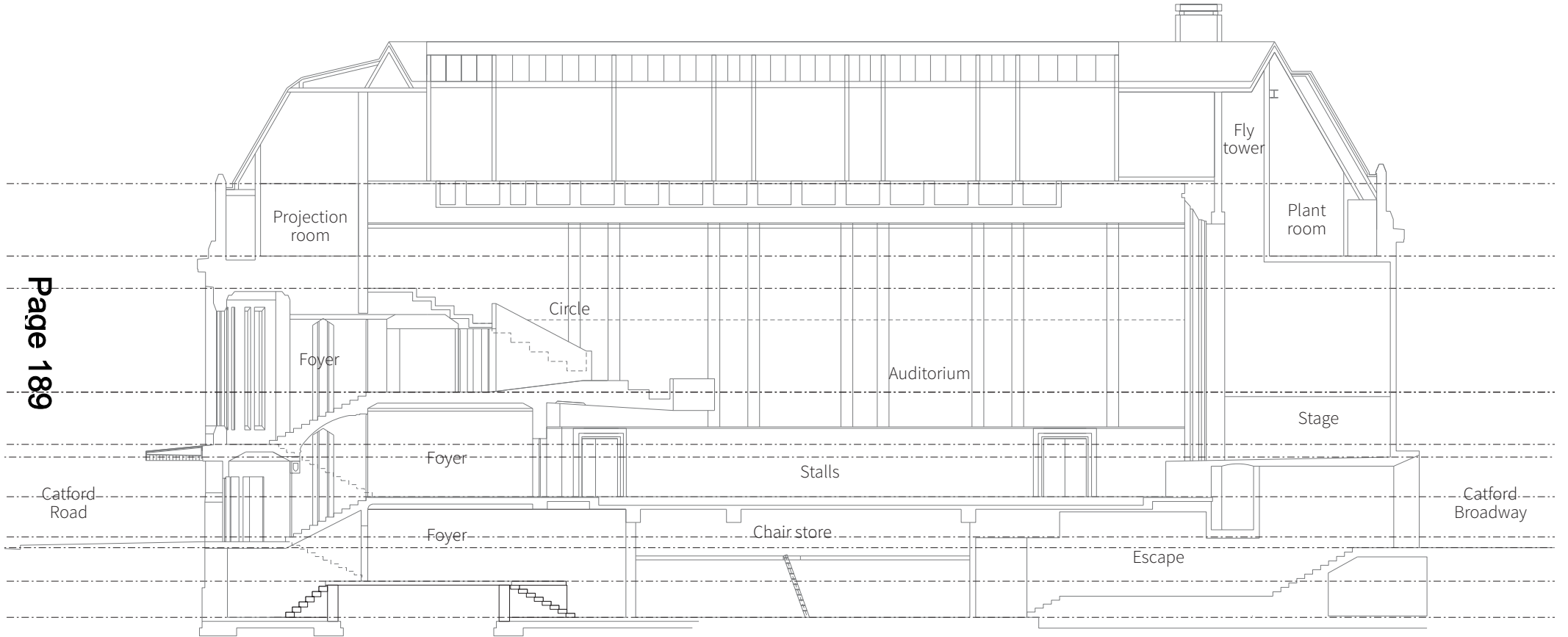
Existing second floor



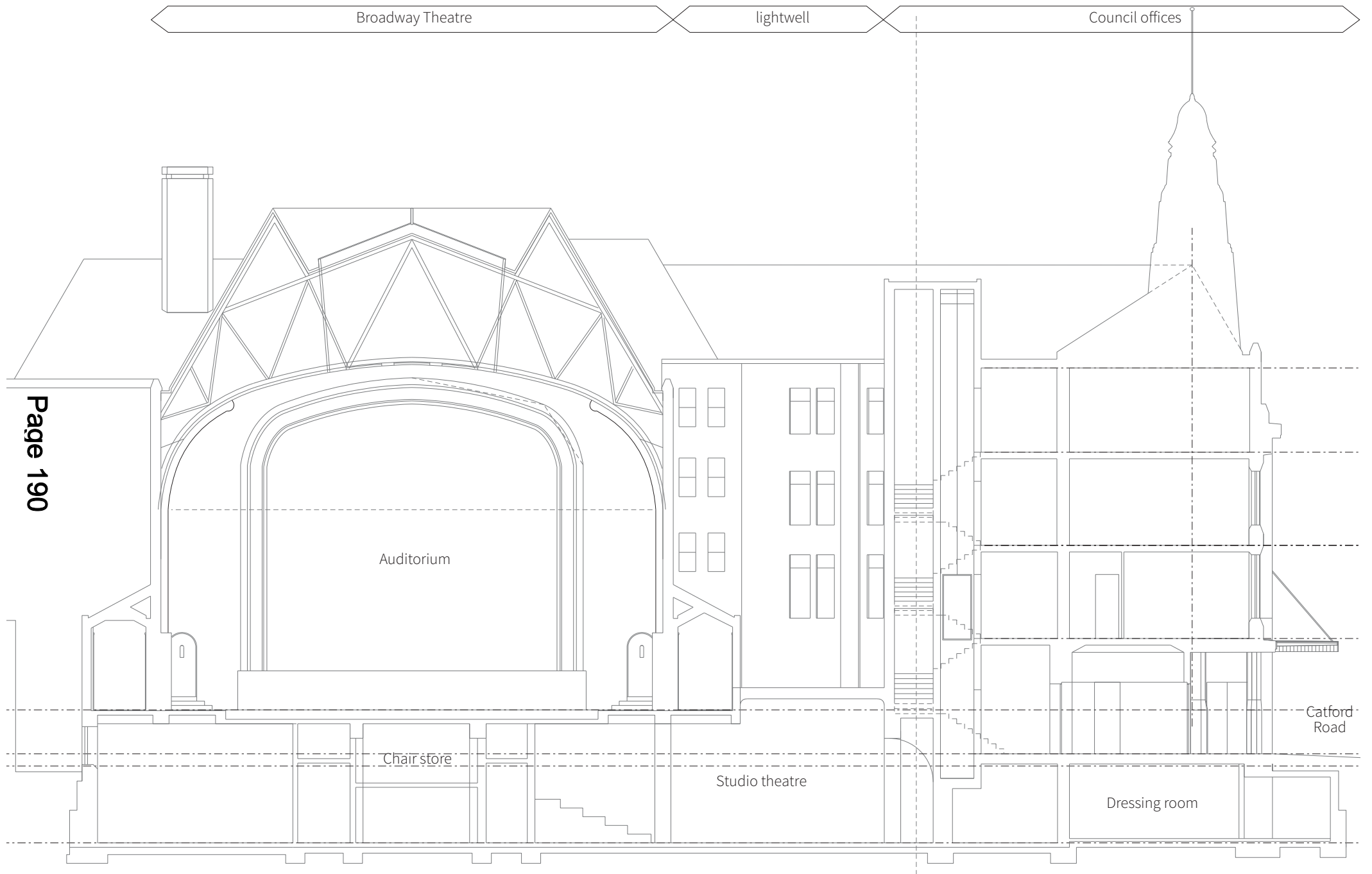
Existing third floor



Existing fourth floor

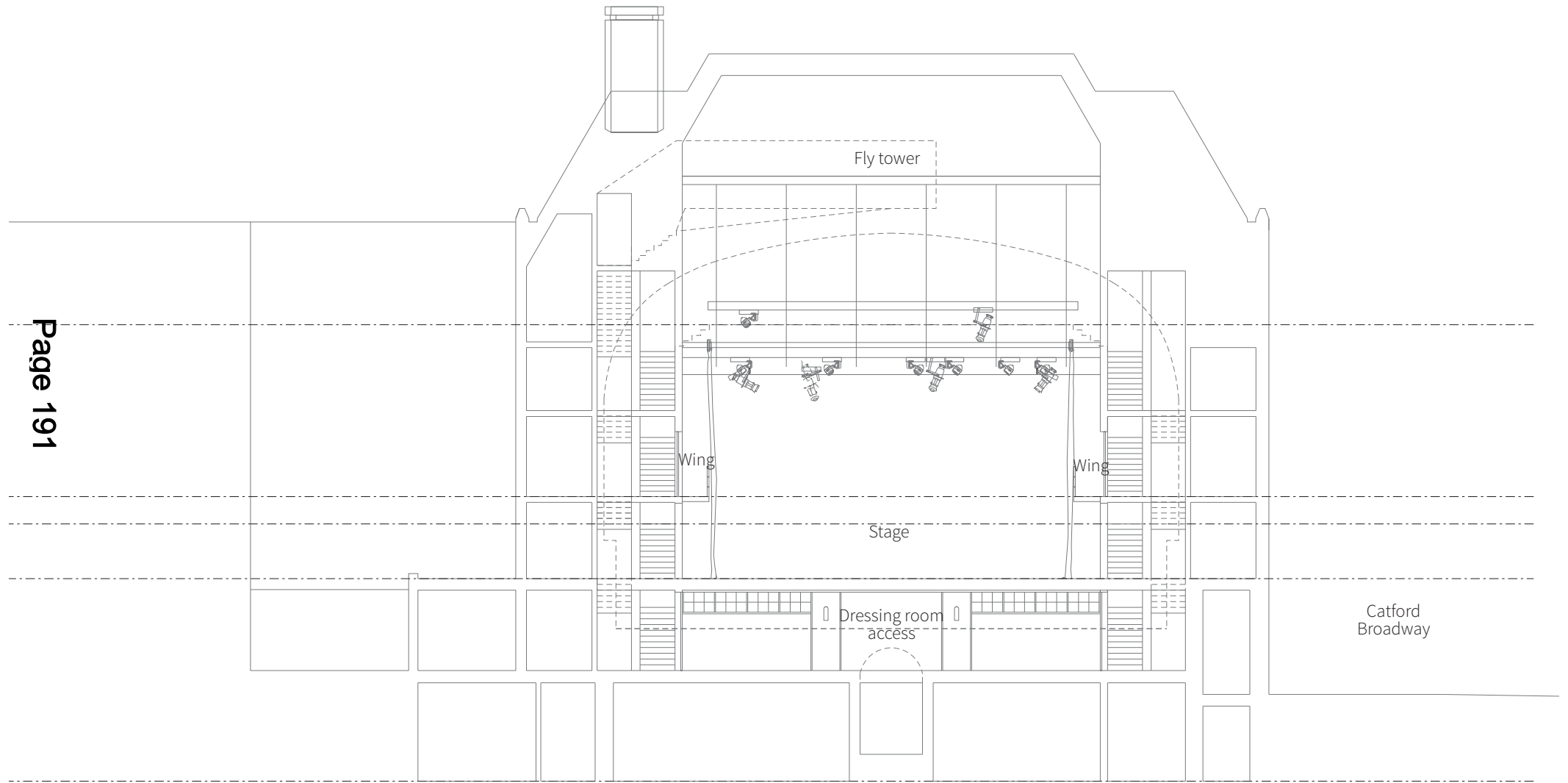


Existing long section



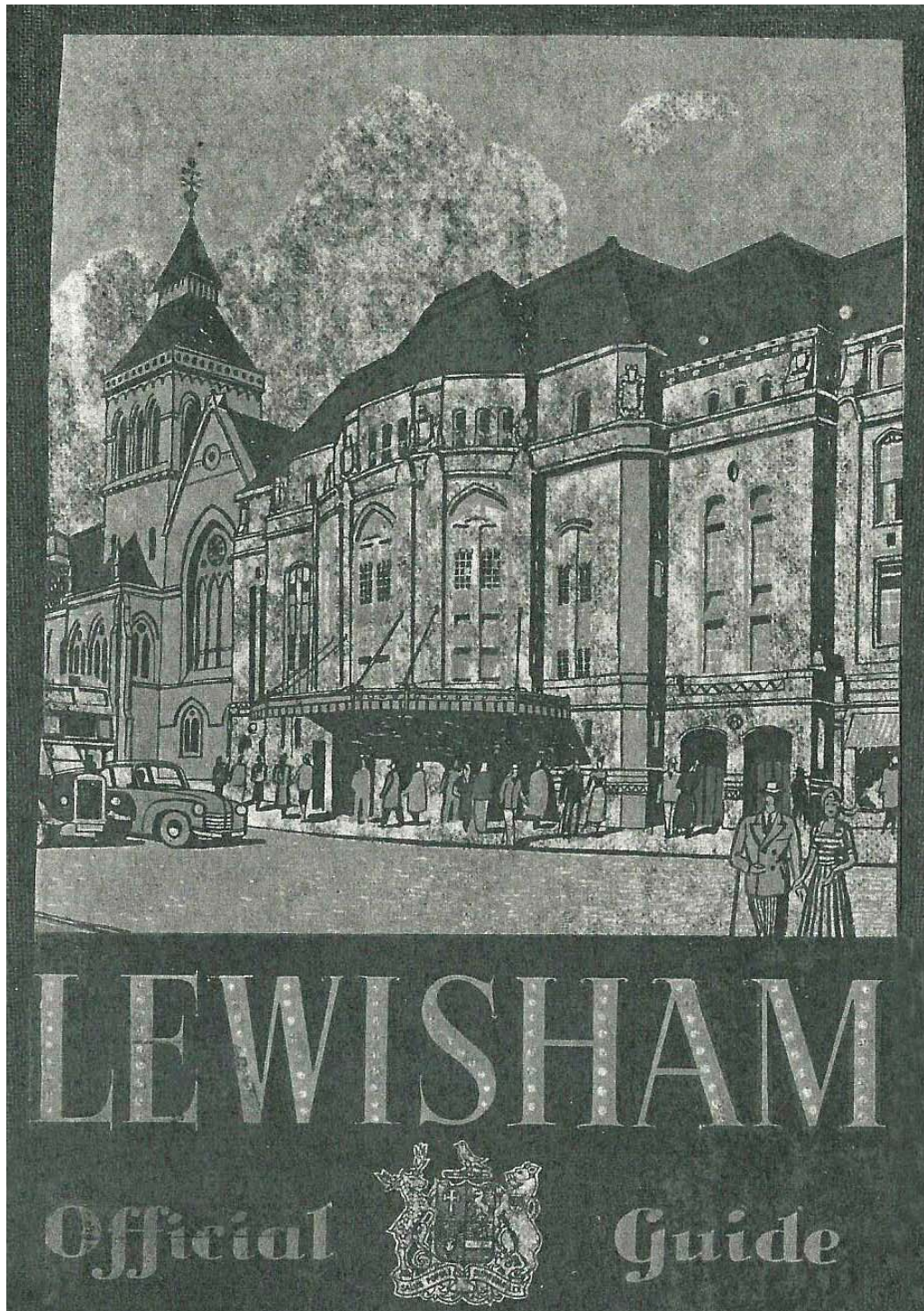
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Existing cross section



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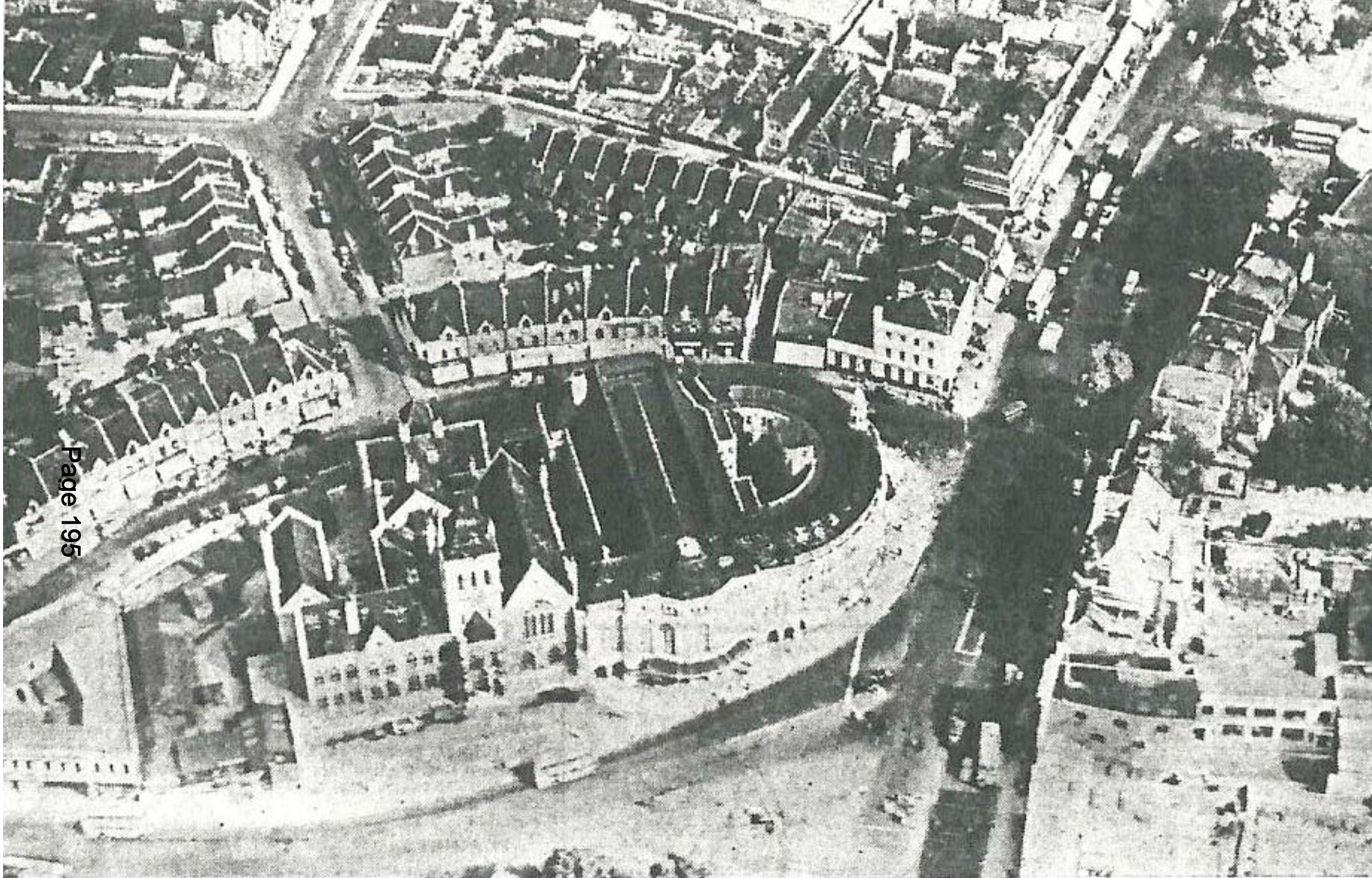
Existing cross section through stage



1930 Press release for new town hall extension

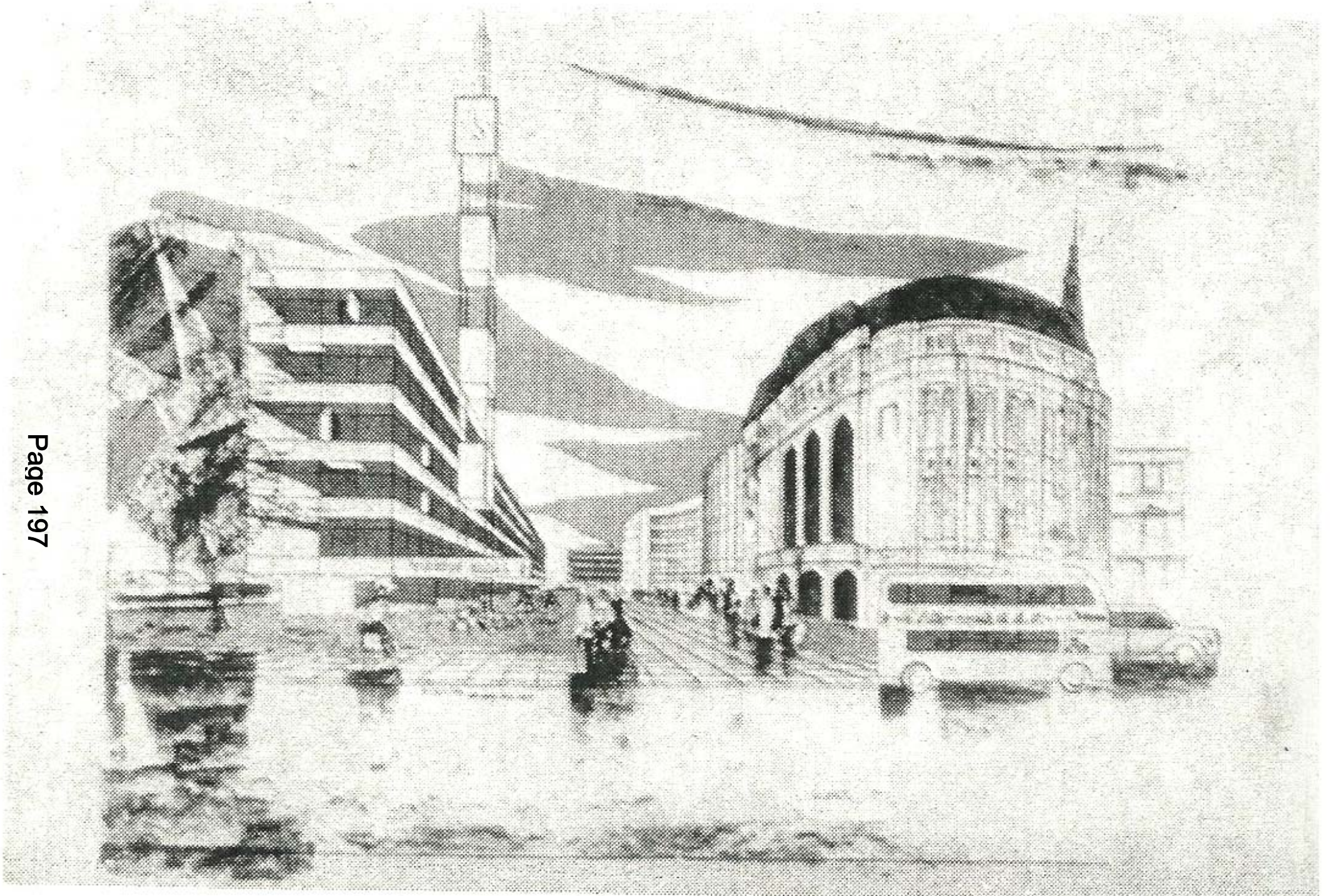


1950 - Jubilee Dance



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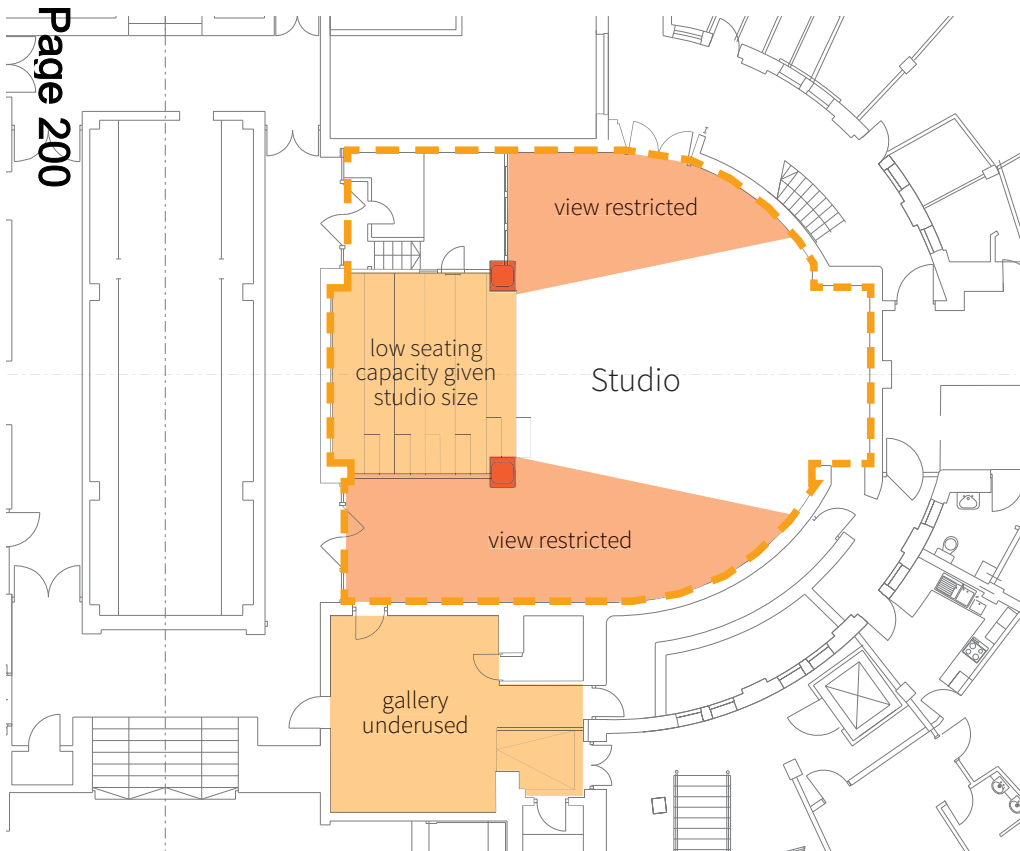


1970s - Proposed Pedestrianised Precinct

Proposals



Improving the studio



key constraints:

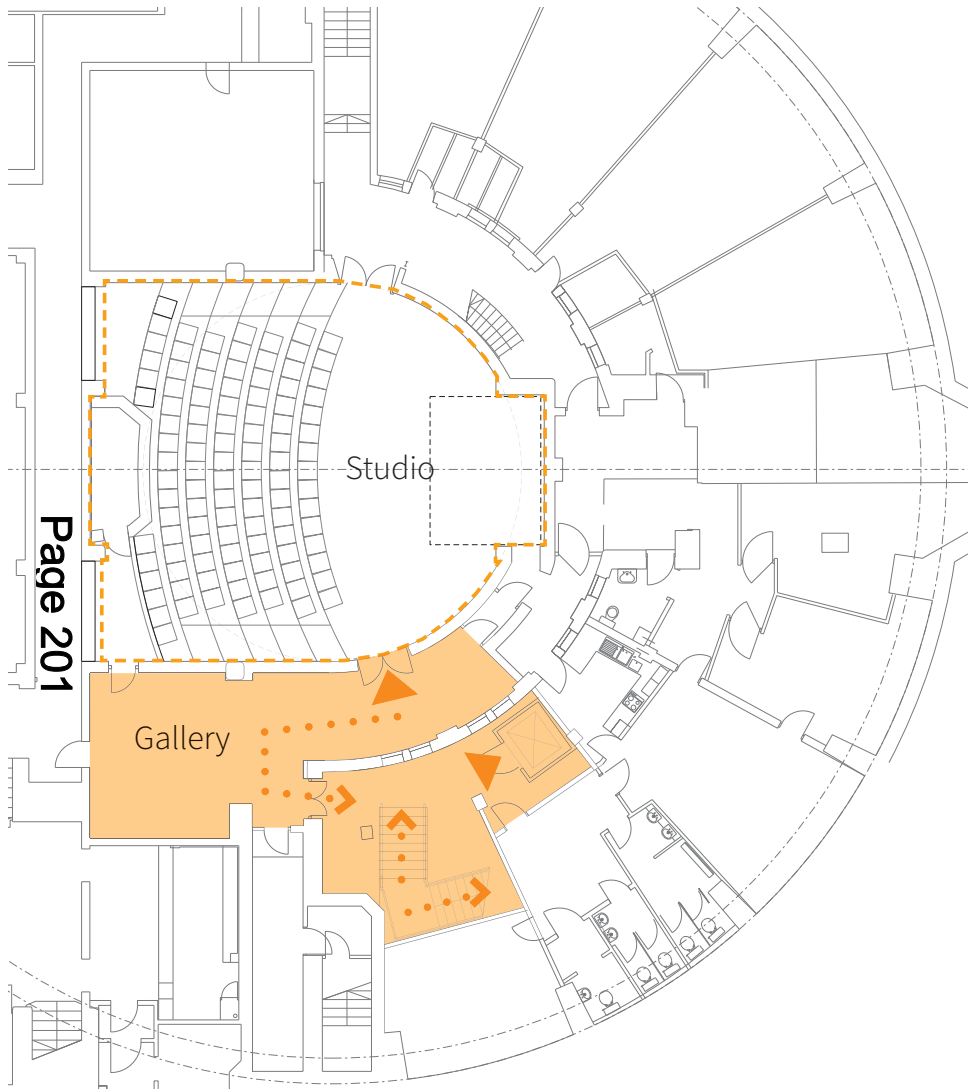
column positions causing restricted views

seating capacity could be increased

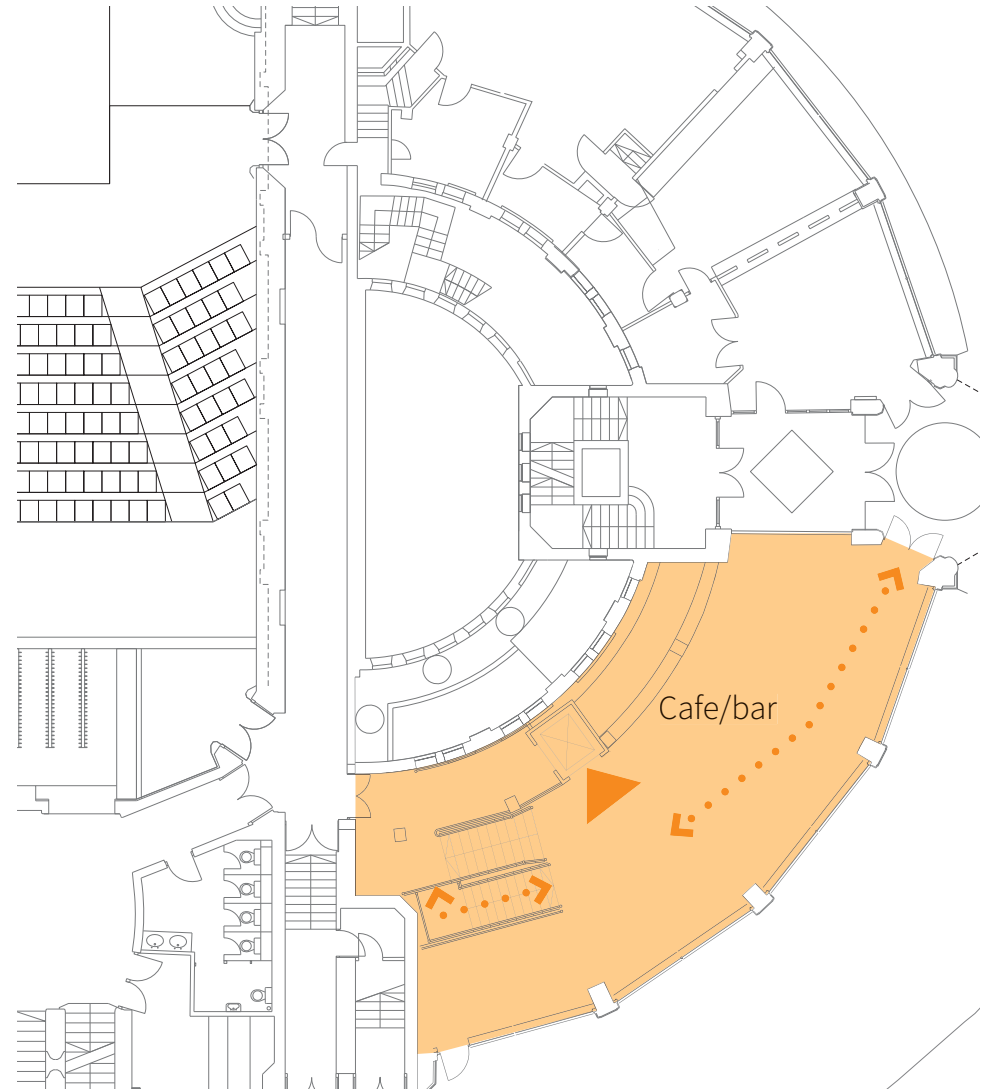
adjoining gallery underused

control room poorly positioned

Existing studio

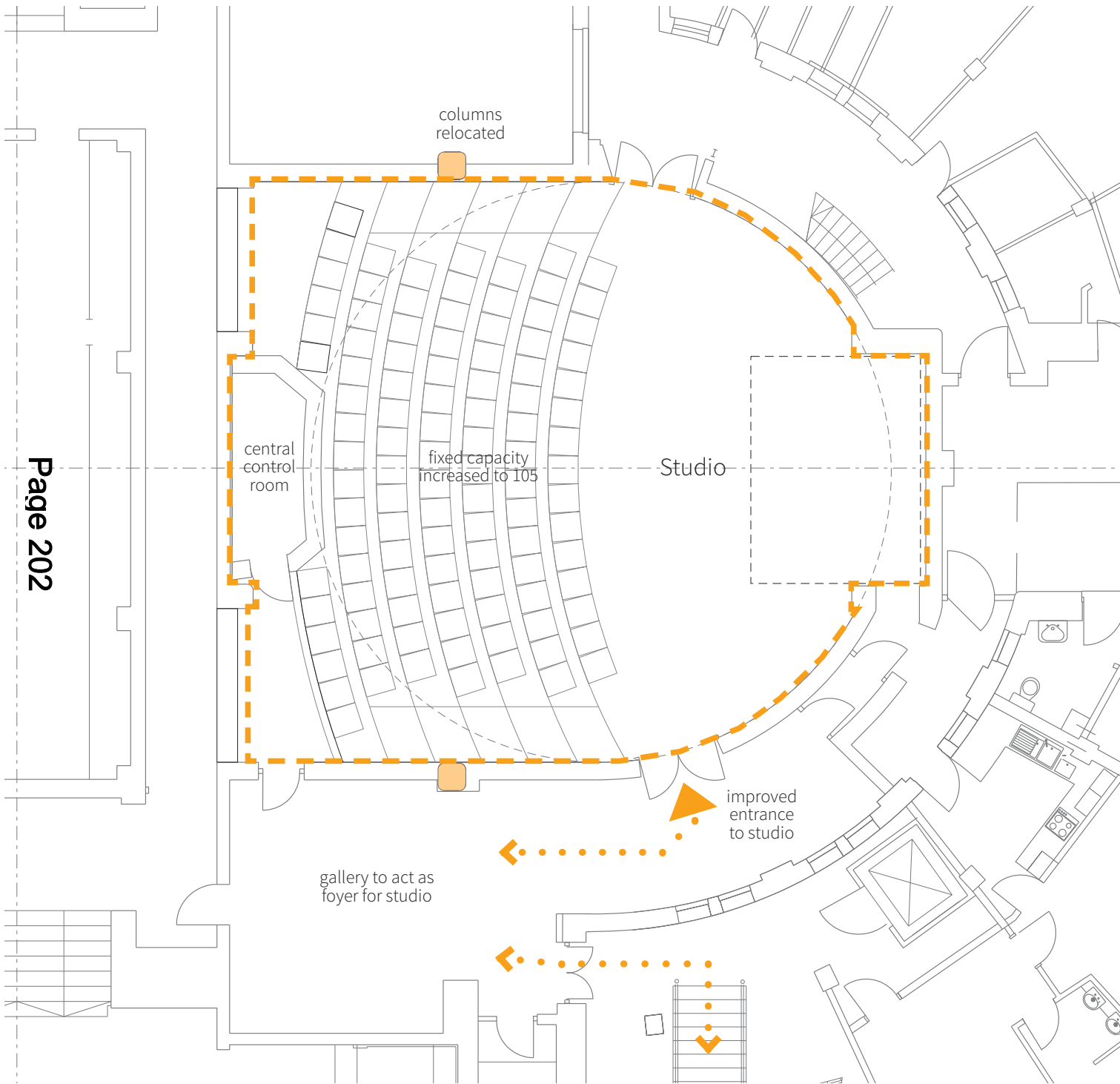


Lower-ground floor

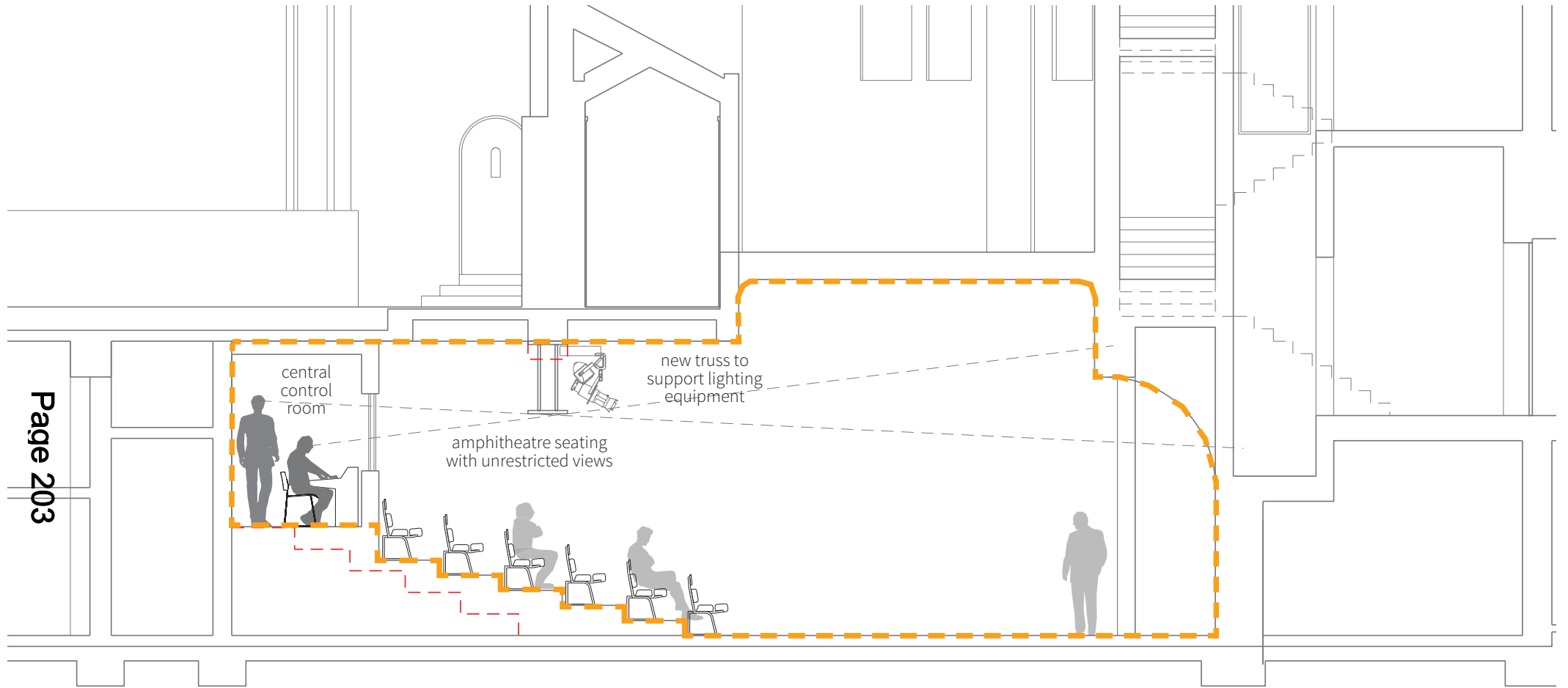


Ground floor

Improved arrival and connection



Proposed studio



Proposed studio



Improving the main auditorium

key constraints:

get-in is remote from stage and includes complicated changes in level

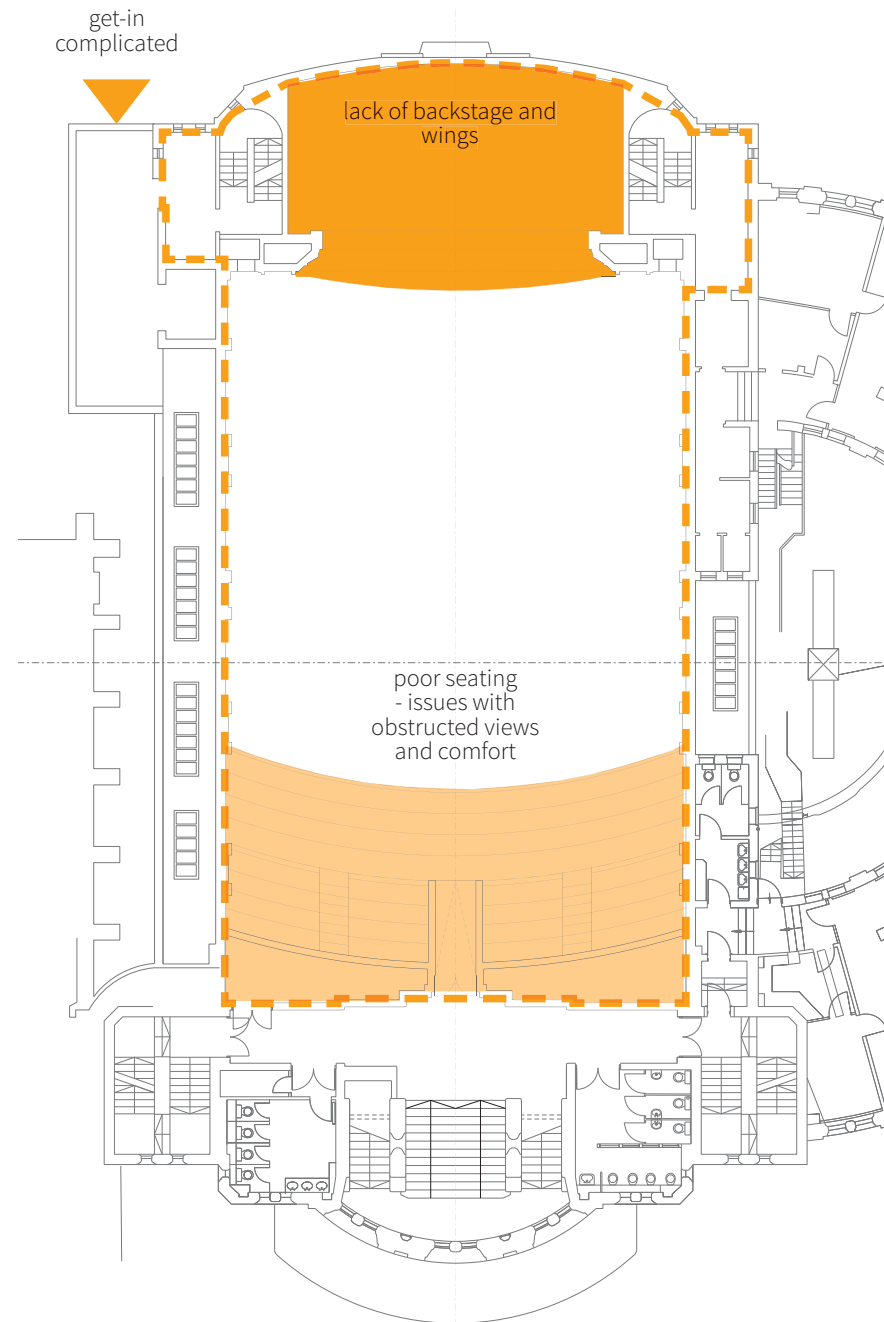
visibility obstructed in places - particularly front circle behind control desk

lack of good disabled facilities

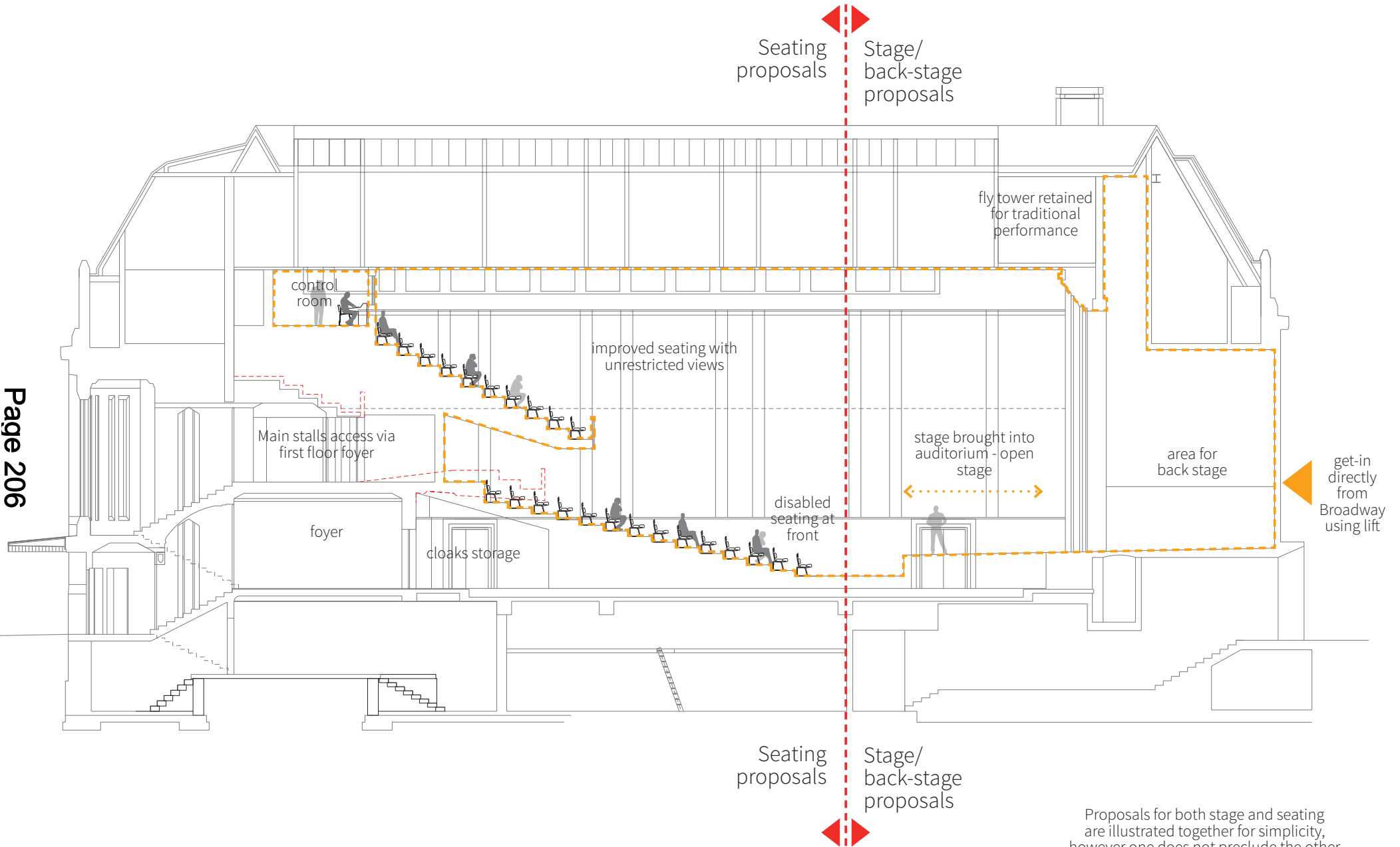
very little backstage and wing accommodation

little flexibility for performance type

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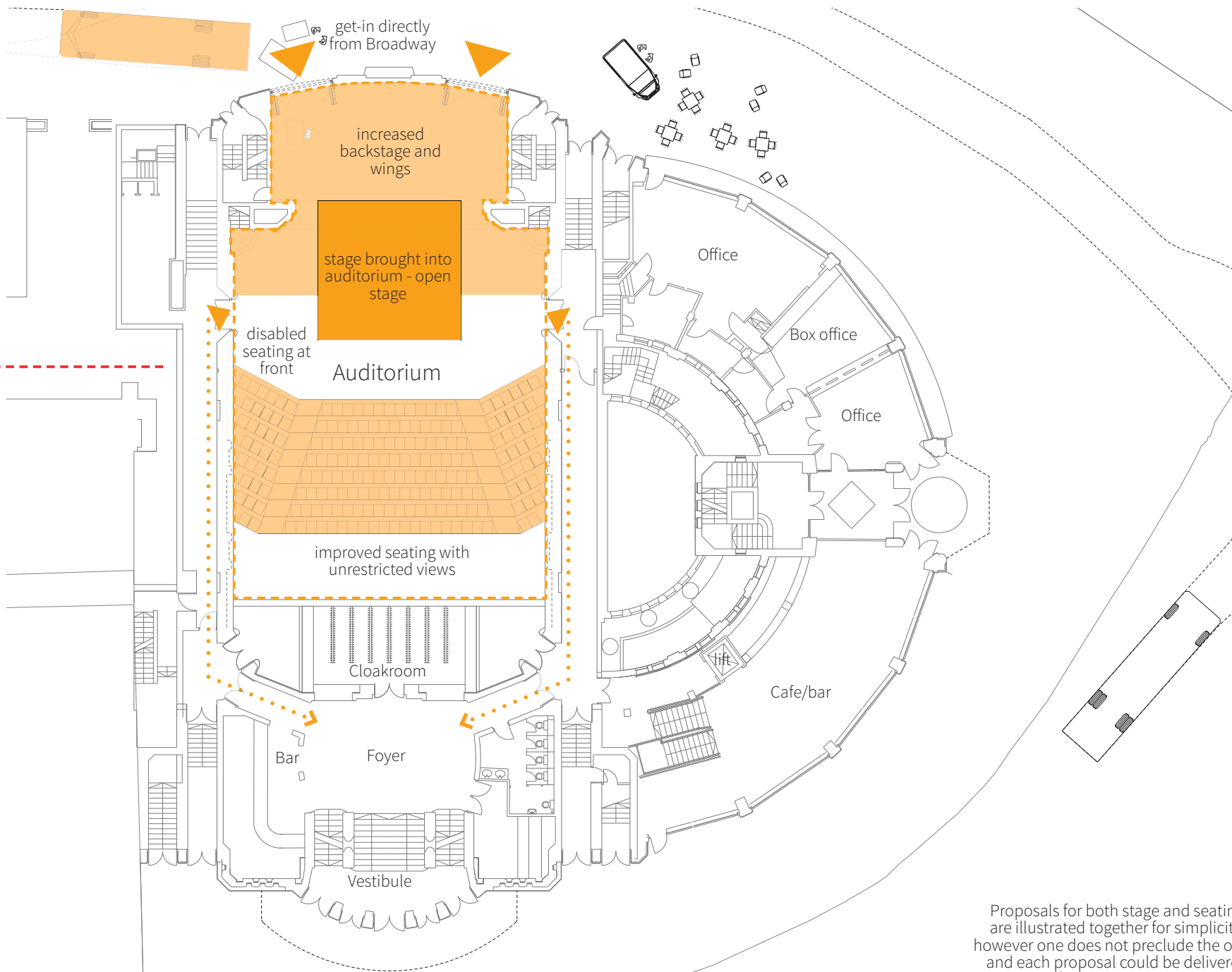


Working within the volume



Proposals for both stage and seating are illustrated together for simplicity, however one does not preclude the other and each proposal could be delivered independently

Proposed cross section



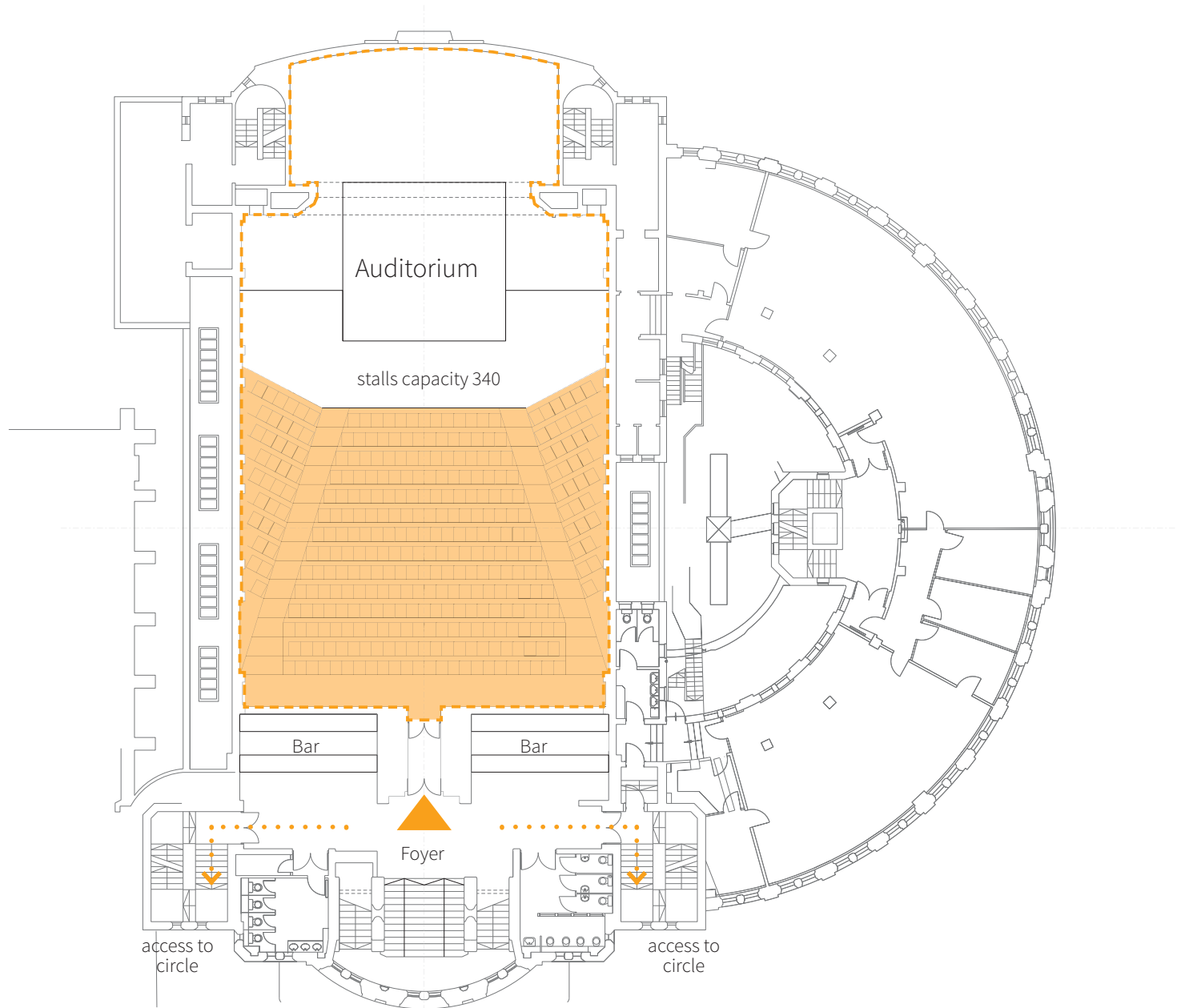
Stage/
back-stage
proposals

Seating
proposals

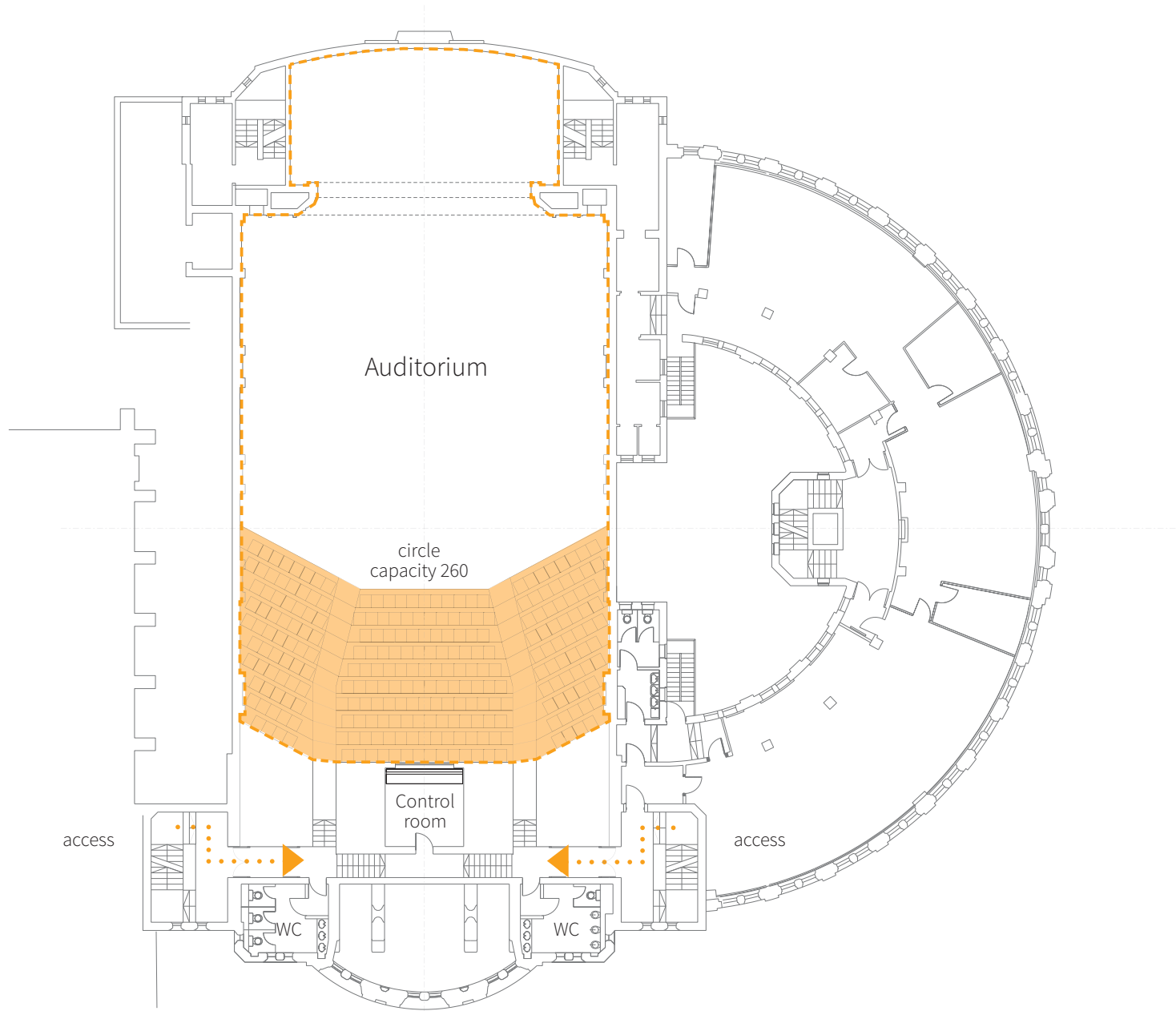
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Proposed ground floor

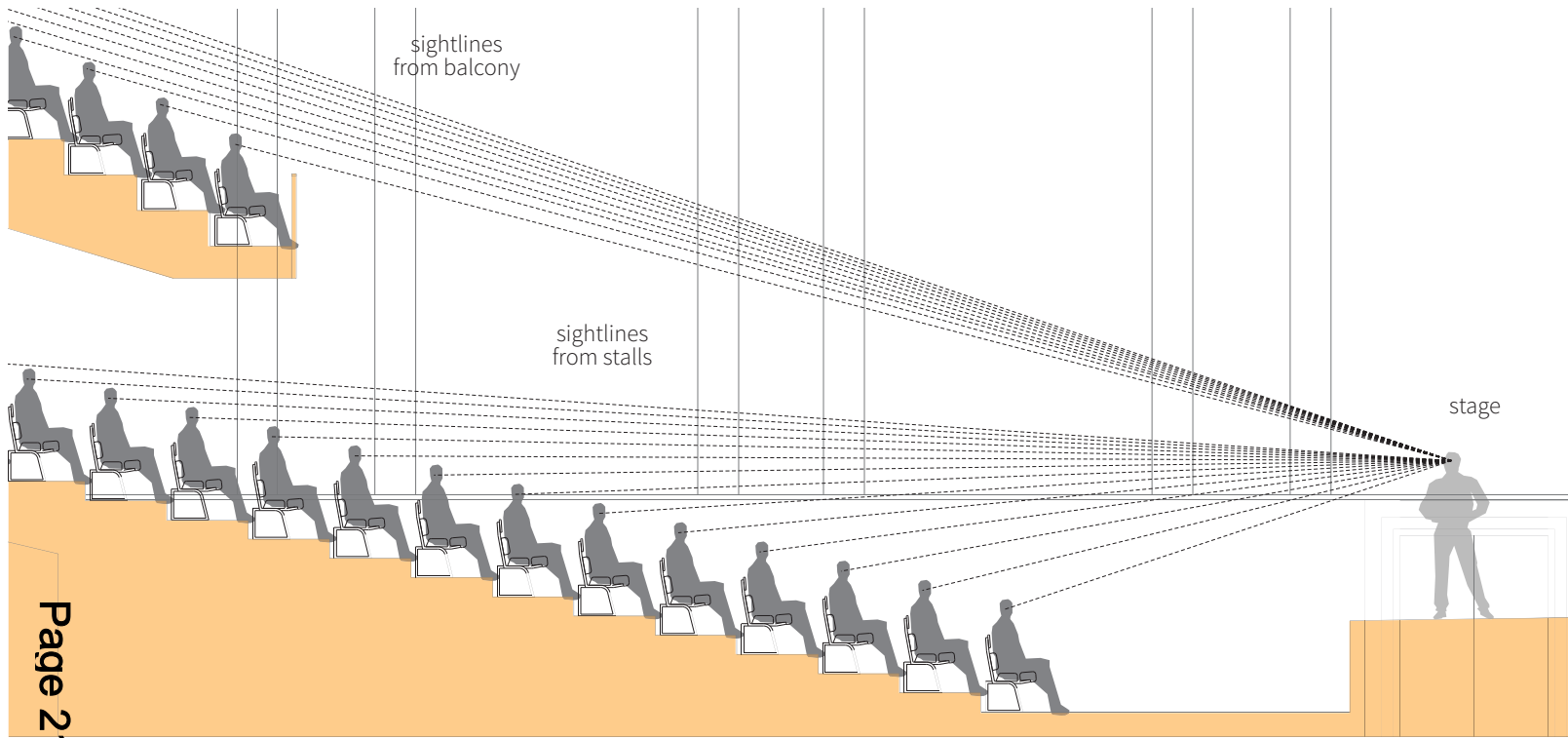
Proposals for both stage and seating are illustrated together for simplicity, however one does not preclude the other and each proposal could be delivered independently



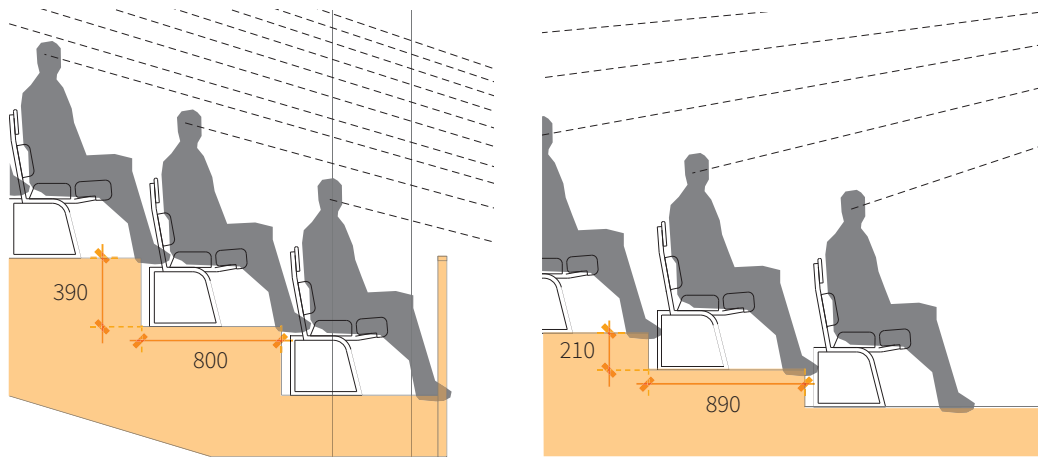
Proposed first floor



Proposed second floor



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Existing seat widths and row depths insufficient

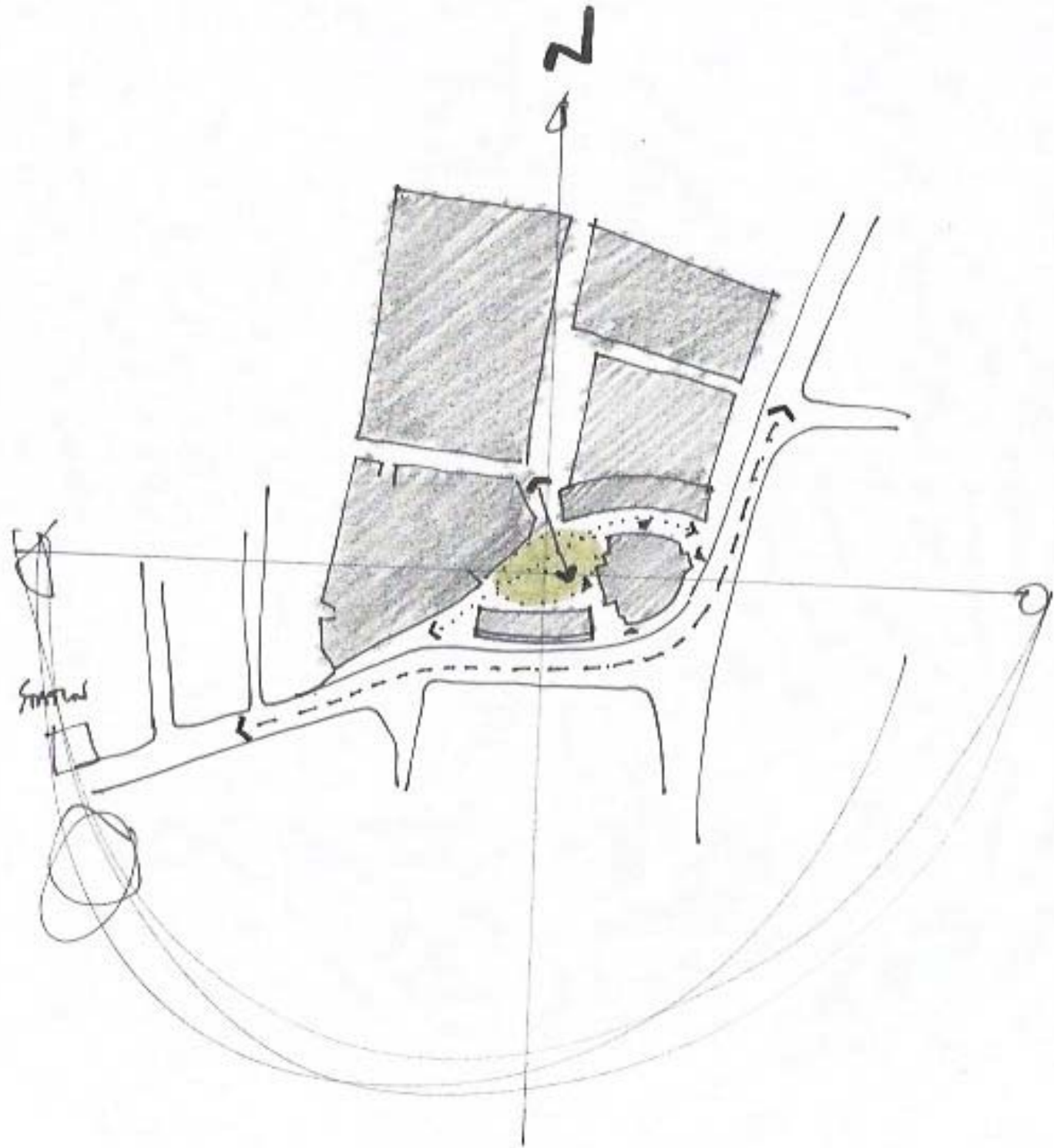
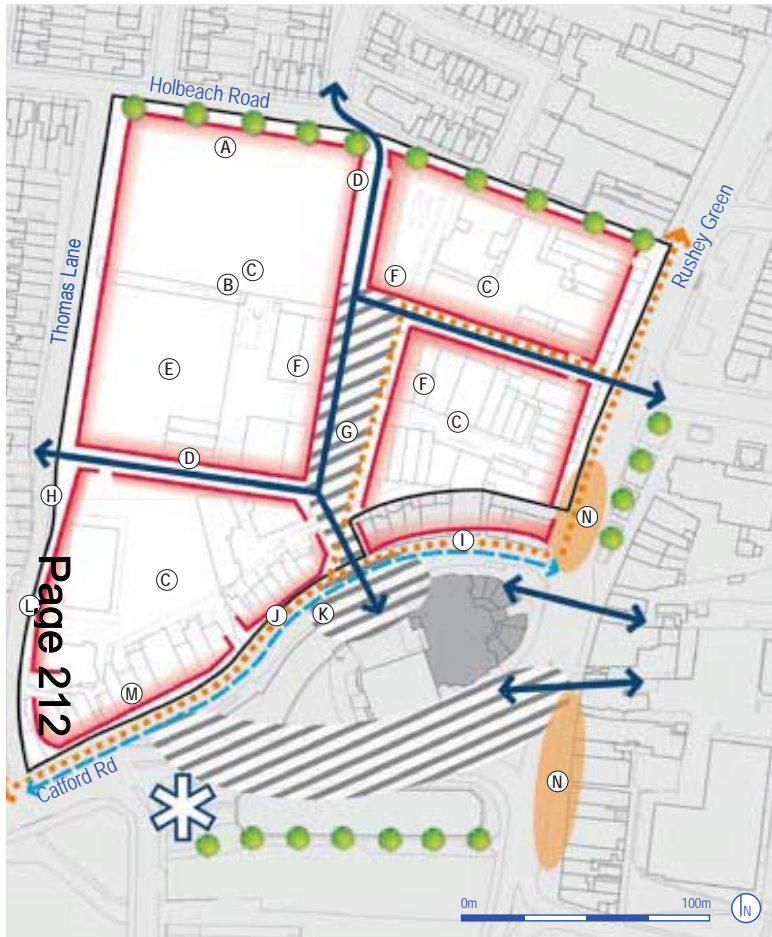
seat width increased to 550mm minimum

depth of stall rows increased from 800mm to 890mm

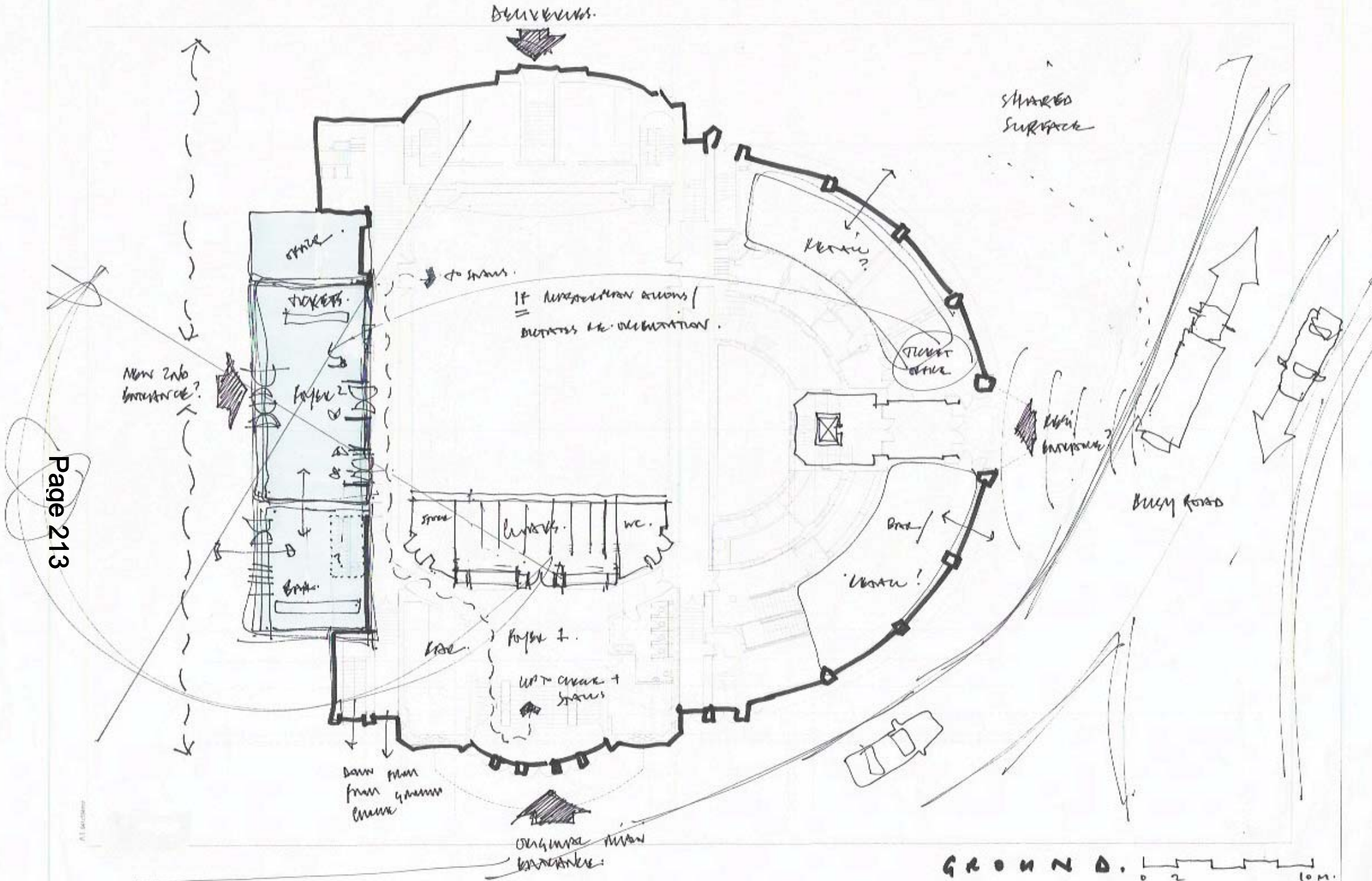
depth of circle rows increased from 710mm to 800mm

Greater audience comfort

Wider building considerations

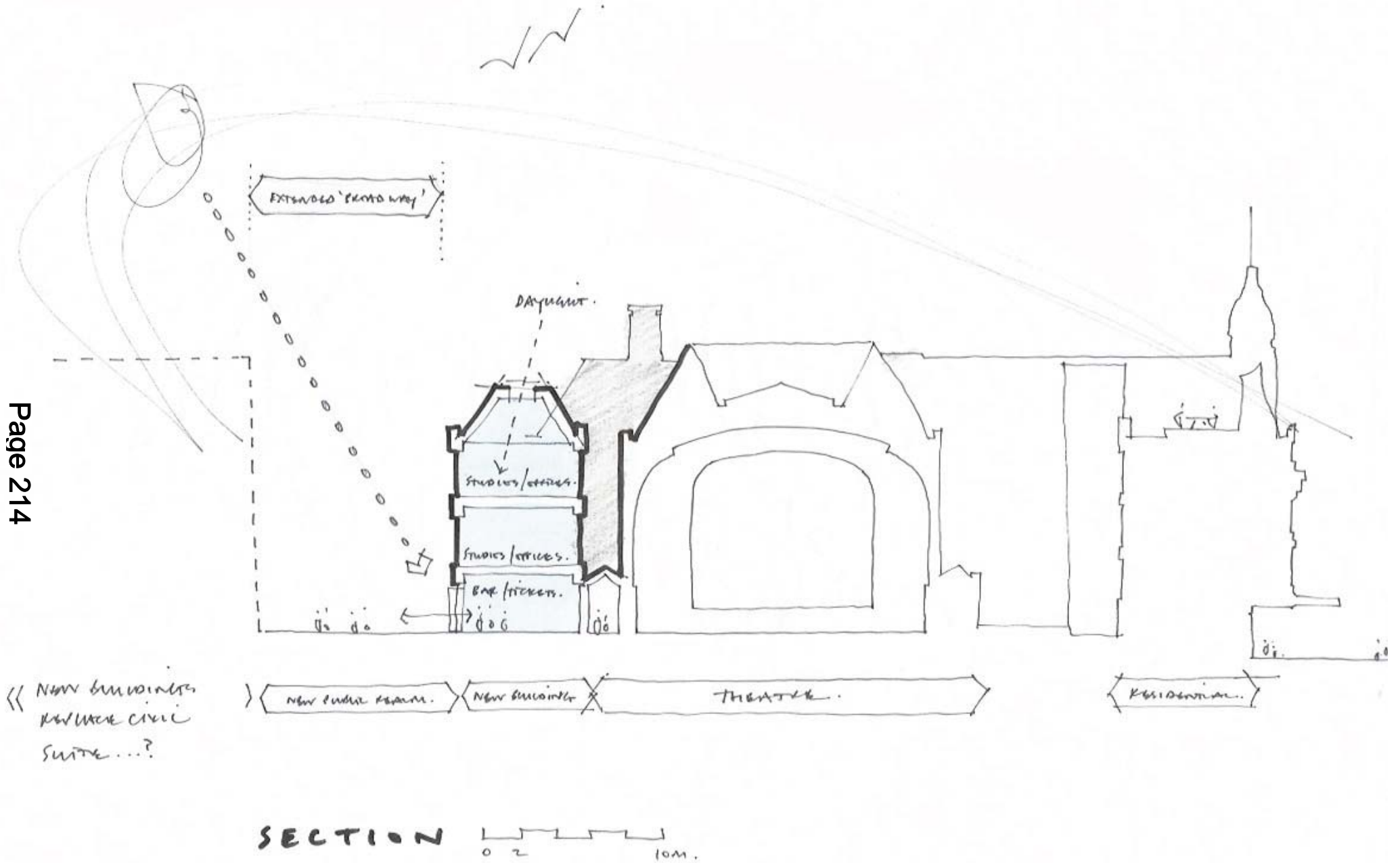


AAP extract

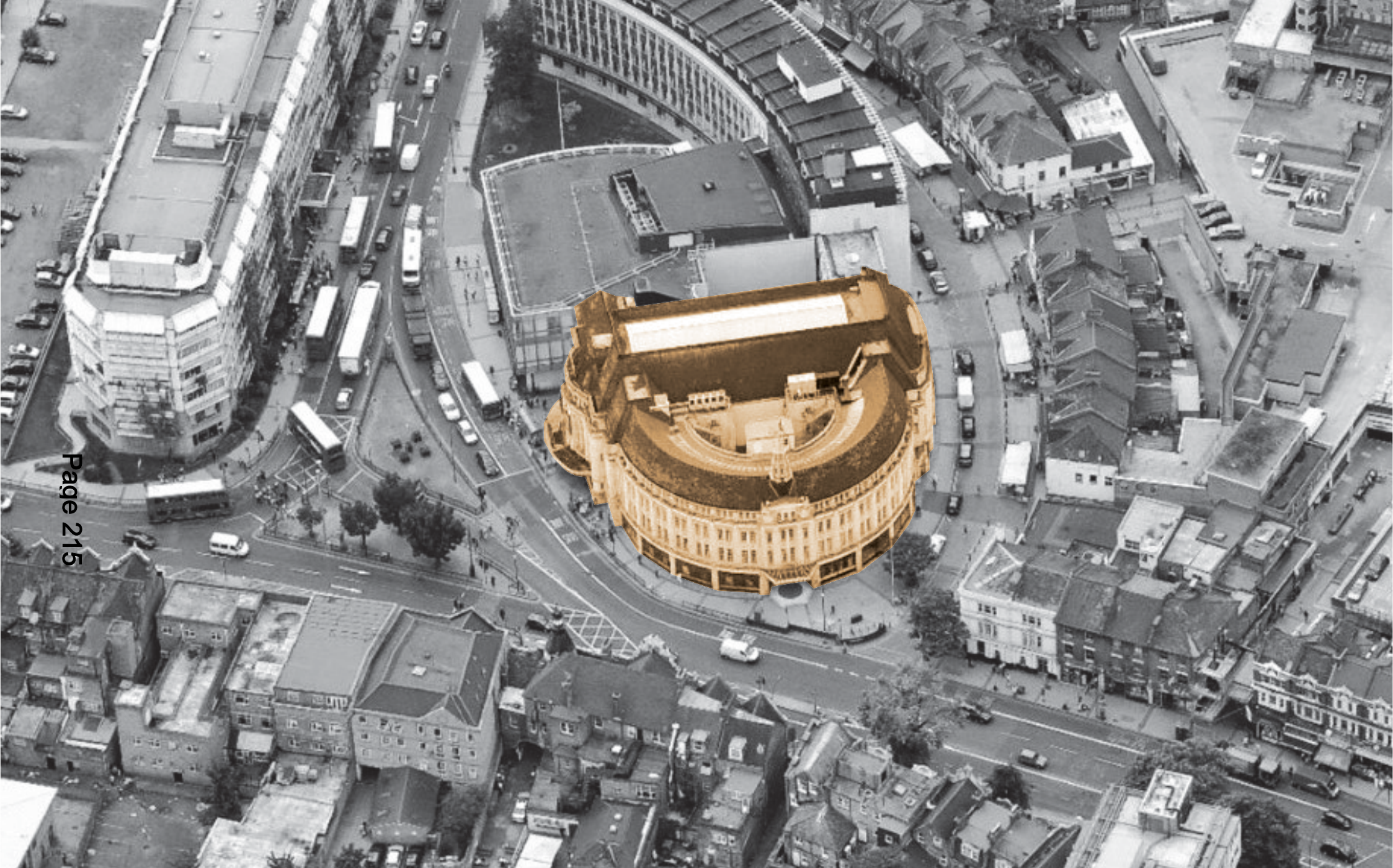


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A new 2nd entrance....?



A new 2nd entrance....?



Agenda Item 10

Mayor and Cabinet			
Title	Comments of the Safer Stronger Communities Select Committee on the Review of Lewisham's Crime, Enforcement & Regulation Service (CER) and the Environmental Health Service		
Contributors	Safer Stronger Communities Select Committee	Item No.	
Class	Part 1	Date	18 May 2016

1. Summary

- 1.1 This report informs the Mayor and Cabinet meeting of the comments and views of the Safer Stronger Communities Select Committee, arising from discussions held on the officer report entitled Review of Lewisham's Crime, Enforcement & Regulation Service (CER) and the Environmental Health Service at its meeting on 14 April 2016.

2. Recommendation

- 2.1 Mayor and Cabinet are recommended to note the views of the Safer Stronger Communities Select Committee as set out in this referral and ask the Executive Directors for Community Services and Resources and Regeneration to provide a response for Mayoral consideration.

3. Safer Stronger Communities Select Committee views

- 3.1 On 14 April 2016, the Safer Stronger Communities Select Committee considered a report entitled Review of Lewisham's Crime, Enforcement & Regulation Service (CER) and the Environmental Health Service. The Committee resolved to advise Mayor and Cabinet of the following:
- 3.2 The Committee was concerned about the depleted resources available to the environmental services including those areas dealing with contaminated land. The Committee sought assurances that adequate resources have been put in place to both minimise the risk of a major incident occurring and, should a major incident occur, that sufficient resources are in place to respond given the potentially serious consequences.
- 3.3 The Committee was also concerned about the increased reliance by the service on external agencies to provide advice and support to residents (such as Consumer Advice). The Committee specifically highlighted the dependence on organisations in the voluntary sector in light of reducing budgets in both the voluntary sector and public sector more generally.
- 3.4 The Committee noted the good work done by the new Crime, Enforcement & Regulation Service (CER) and the Environmental Health Service during and following reorganisation. The Committee felt this work should be adequately supported by a dedicated communications strategy as well as general support from the Council's communications service, especially with regards to information on the service being available in one place on the Council's website.

4. Financial Implications

- 4.1 There are no financial implications arising out of this report per se; but there may be financial implications arising from carrying out the action proposed by the Committee.

5. Legal Implications

- 5.1 The Constitution provides for Select Committees to refer reports to the Mayor and Cabinet, who are obliged to consider the report and the proposed response from the relevant Executive Director; and report back to the Committee within two months (not including recess).

Background papers

[Review of Lewisham's Crime, Enforcement & Regulation Service \(CER\) and the Environmental Health Service](#) at the meeting of the Safer Stronger Communities Select Committee on 14 April 2016.

If you have any queries on this report, please contact Simone van Elk, Scrutiny Manager (0208 3146441).

Agenda Item 11

MAYOR & CABINET		
Report Title	Exclusion of the Press and Public	
Key Decision	No	Item No.
Ward		
Contributors	Chief Executive (Head of Business & Committee)	
Class	Part 1	Date: May 18 2016

Recommendation

It is recommended that in accordance with Regulation 4(2)(b) of the Local Authorities (Executive Arrangements) (Meetings and Access to Information)(England) Regulations 2012 and under Section 100(A)(4) of the Local Government Act 1972, the press and public be excluded from the meeting for the following items of business on the grounds that they involve the likely disclosure of exempt information as defined in paragraphs [3, 4 and 5] of Part 1 of Schedule 12(A) of the Act, and the public interest in maintaining the exemption outweighs the public interest in disclosing the information

12. Miscellaneous Debt Write-Off.
13. St. Winifred's Primary School and Our Lady and Philip Neri Primary School - Request for permission to enter into a funding agreement with the Trustees of the Archdiocese of Southwark.
14. PLACE Ladywell Lease Award

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

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