



Executive

Monday 20 August 2012 at 7.00 pm

Committee Rooms 1, 2 and 3, Brent Town Hall, Forty Lane, Wembley, HA9 9HD

Membership:

Lead Member Councillors:

Portfolio

Butt (Chair)	Leader/Lead Member for Corporate Strategy & Policy Co-ordination
R Moher (Vice-Chair)	Deputy Leader/Lead Member for Finance and Corporate Resources
Arnold	Lead Member for Children and Families
Beswick	Lead Member for Crime and Public Safety
Crane	Lead Member for Regeneration and Major Projects
Hirani	Lead Member for Adults and Health
Jones	Lead Member for Customers and Citizens
Long	Lead Member for Housing
J Moher	Lead Member for Highways and Transportation
Powney	Lead Member for Environment and Neighbourhoods

For further information contact: Anne Reid, Principal Democratic Services Officer
020 8937 1359, anne.reid@brent.gov.uk

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www.brent.gov.uk/committees

The press and public are welcome to attend this meeting

Agenda

Introductions, if appropriate.

Apologies for absence and clarification of alternate members.

Item	Page
1 Declarations of personal and prejudicial interests	
Members are invited to declare at this stage of the meeting, any relevant financial or other interest in the items on this agenda.	
2 Minutes of the previous meeting	1 - 6
3 Matters arising (if any)	
4 Deputations (if any)	

Environment and Neighbourhood Services reports

5 Food Growing and Allotments Strategy	7 - 66
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This report provides the Executive with an overview of Brent's Food Growing and Allotments Strategy. The strategy proposes a unified approach to the development of food growing provision in the borough. The strategy was produced following a comprehensive consultation process and sets out a clear vision, set of objectives and action plan for food growing and allotment provision in Brent.

Ward Affected:
All Wards

Lead Member: Councillor Powney
Contact Officer: Neil Davies, Sports and Parks
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Children and Families reports

6 Outcome of the Strategic Review of the Brent Schools Portfolio	67 - 98
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This report provides an update on the capital available for school expansion and the timeline requiring additional funds for meeting the need for school places in Brent.

Ward Affected:
All Wards

Lead Member: Councillors Arnold and Crane
Contact Officer: Andrew Donald, Director of Regeneration and Major Projects, Richard Barrett, Property and Asset Management
Tel: 020 8937 1049, Tel: 020 8937 1334

andrew.donald@brent.gov.uk,
richard.barrett@brent.gov.uk

7 Expansion of St Robert Southwell School 99 - 126

This report informs the Executive of the outcome of the statutory consultation to alter St Robert Southwell RC Primary School through permanent expansion, provides information on the partnership working with the Westminster Diocese and asks for approval for the permanent expansion.

Appendices circulated separately

Ward Affected:
All Wards

Lead Member: Councillor Arnold and Crane
Contact Officer: Krutika Pau, Director of Children and Families, Andrew Donald, Director of Regeneration and Major Projects
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8 Stonebridge Adventure Playground Grant 2012-2014 127 - 176

This report seeks agreement to grant fund a voluntary / community organisation, for one year and seven months, subject to performance, to enable the continued running of Stonebridge Adventure Playground, and delivery of holiday activities during summer, Christmas, Easter, and the half-term breaks.

Ward Affected:
All Wards

Lead Member: Councillor Arnold
Contact Officer: Krutika Pau, Director of Children and Families
Tel: 020 8937 3126 krutika.pau@brent.gov.uk

Regeneration and Major Projects reports

9 Brent Housing Partnership 177 - 182

This report proposes to extend the existing management agreement until 31st March 2013, so as to provide sufficient time for the preparation of the new management agreement, and to ensure that future management agreement reviews are fully aligned with the Council's budget process and municipal year. Further, the report seeks additional changes to BHP's Articles of Association to extend the tenure of existing tenant and independent Board Members whose terms are scheduled to end in the intervening period until 31st March 2013. The report also seeks authority to delegate authority to the Director of Regeneration and Major Projects, in consultation with the Director of Legal and Procurement, to agree any further subsequent amendments between now and March 2013 to the Memorandum and Articles of Association of BHP which may be

necessary to implement the recommendations of the BHP governance review report of Navigant Consulting and to enable the Management Agreement to be in place by 1 April 2013.

Ward Affected:
All Wards

Lead Member: Councillor Crane
Contact Officer: Andrew Donald, Director of
Regeneration and Major Projects
Tel: 020 8937 1049
andrew.donald@brent.gov.uk

10 Brent Meanwhile Partnership and Meanwhile and Urban Regeneration Foundation 183 - 276

The council is taking forward temporary use and meanwhile projects across the borough to assist with delivering regenerative outcomes. To ensure the appropriate governance of existing and future projects, it is proposed that a governance vehicle is established to ensure their success in the short, medium and long terms. The governance vehicle is proposed to be known as the "Brent Meanwhile Partnership" and will consist of a relationship between the council and a newly formed national charity known as the "Meanwhile Foundation".

Ward Affected:
All Wards

Lead Member: Councillor Crane
Contact Officer: Alexander Hearn, Major
Projects
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11 Contract for Facilities Management Services to council portfolio 277 - 298

This report relates to the provision of Facilities Management ("FM") Services to cover the council's entire property portfolio including the Civic Centre, the retained portfolio and the interim portfolio (those properties held for the period prior to the date of occupation to the Civic Centre). This report also details the impact upon the council's existing employees delivering FM services and on contracted staff. It outlines the council's approach to TUPE and, in particular, specifies any voluntary redundancy proposals for the council's directly employed staff. This report also sets out the principle of establishing a small client side FM Team to provide contract management and a retained in house FM expertise to ensure any contract is discharged satisfactorily.

Appendix also below

Ward Affected:
All Wards

Lead Member: Councillor Crane
Contact Officer: Richard Barrett, Property and
Asset Management
Tel: 020 8937 1334 richard.barrett@brent.gov.uk

Central Reports - none

12 Any Other Urgent Business

Notice of items to be raised under this heading must be given in writing to the Democratic Services Manager or his representative before the meeting in accordance with Standing Order 64.

13 Reference of item considered by Call in Overview and Scrutiny Committee

None.

14 Exclusion of Press and Public

The following item is not for publication as it relates to the following category of exempt information as specified in the Local Government Act 1972 namely:

“Information relating to the financial of business affairs of any particular person (including the authority holding the information).”

Appendix: Contract for Facilities Management Services to council portfolio.

Date of the next meeting: Wednesday 19 September 2012



- Please remember to **SWITCH OFF** your mobile phone during the meeting.
- The meeting room is accessible by lift and seats will be provided for members of the public.
 - Toilets are available on the second floor.
 - Catering facilities can be found on the first floor near The Paul Daisley Hall.
 - A public telephone is located in the foyer on the ground floor, opposite the Porters' Lodge

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LONDON BOROUGH OF BRENT

MINUTES OF THE EXECUTIVE Monday 16 July 2012 at 7.00 pm

PRESENT: Councillor Butt (Chair), Councillor R Moher (Vice-Chair) and Councillors Arnold, Beswick, Crane, Hirani, Jones, Long, J Moher and Powney

Also present: Councillors S Choudhary and Al-Ebadi

1. **Declarations of personal and prejudicial interests**

None made.

2. **Minutes of the previous meeting**

RESOLVED:-

that the minutes of the previous meeting held on 16 July 2012 be approved as an accurate record of the meeting.

3. **Matters arising**

None.

4. **Parking contract - West London collaboration**

The report from the Director of Environment and Neighbourhood Services set out current plans for re-tendering of Brent's contracts for parking enforcement and notice processing via cross borough procurement. The report provided an update on the collaborative working to date and sought approval for the procurement arrangements. Councillor J Moher (Lead Member, Highways and Transportation) advised that significant savings were expected from the collaboration. The Executive noted that permission was being sought to place advertisements in August 2012 for evaluation of criteria in September.

RESOLVED:-

- (i) that approval be given to the invite of tenders for the joint contract, as required by Standing Orders 88 and 89;
- (ii) that it be noted that participating boroughs have given their agreement that this requirement should be tendered by Brent as Lead Borough for this collaborative procurement;
- (iii) that the feasibility work completed to date by Brent Council with assistance from the WLA participating members and also the high level governance model proposed be noted;

- (iv) that it be noted that a joint contract for parking services would be a collaborative procurement run by Brent Council;
- (v) that approval be given to an exemption from Contract Standing Order 89 (pre-tender consideration) to allow an advert to be placed and a pre-qualification process to be run without the approval of evaluation criteria, subject to approval of such matters at the September 2012 Executive;
- (vi) that approval be given to an exemption from Contract Standing Order 105 for the inclusion of a Best and Final Offers stage during the tender process;
- (vii) that approval be given to the pre-tender considerations for the proposed Parking Services contract as set out in section 4 of the report from the Director of Environment and Neighbourhood Services;
- (viii) that approval be given to officers inviting tenders for a Parking Services contract.

5. **Wembley Area Action Plan**

The Lead Member for Regeneration and Major Projects, Councillor Crane, advised that having considered responses to consultation on the Wembley Area Action Plan Issues and Options document in September 2011, it was now proposed to consult on the Council's Preferred Options. He considered the draft new Development Plan for Wembley to be comprehensive containing policy and guidance in a number of areas including housing, transport, shopping and leisure and was reflective of Wembley as a tourist attraction and a major growth area for commerce and jobs. The Plan would be made available for public consultation for eight weeks commencing on 13 August 2012.

RESOLVED:

- (i) that approval be given to the Preferred Options of the Area Action Plan for public consultation commencing on 13 August 2012;
- (ii) that the Assistant Director, Planning and Development be authorised to make further editorial changes to the document prior to finally issuing it for public consultation.

6. **Tenancy strategy**

The report from the Director of Regeneration and Major Projects set out final proposals for the Tenancy Strategy, a legal requirement under the Localism Act 2011 and sought approval from members for the policies that would form the content of the strategy document. Councillor Long (Lead Member, Housing) reminded members of the implications for the council, social housing providers and tenants. The key implications set out in the report were the introduction of an Affordable Rent regime for the funding of new social housing, which allowed registered providers to charge rents of up to 80% of market levels with a minimum tenancy term of two years, fixed term local authority tenancies, also for a minimum two-year fixed term, changes to rules governing succession to tenancies, more flexibility on waiting lists and allocations and the ability to discharge homelessness duties in the private rented sector without the consent of the applicant. Councillor Long referred to the borough's low income, relatively high rents, the shortage of accommodation and long housing waiting list of approximately 18,000. She

highlighted the options under consideration relating to flexibility of tenure and allocations and possible exemptions and priorities. She anticipated an increase in homelessness and demand for social housing with the introduction in 2013 of the Universal Credit Cap likely to make a significant proportion of existing private rented accommodation unaffordable. The Lead Member regretted that central government was not taking into account living cost differentials and anticipated Brent becoming unaffordable with increased levels of overcrowding.

The Chair, Councillor Butt (Leader of the Council) echoed the concerns expressed by Councillor Long over requirement to introduce policy changes mindful of the negative impact on residents.

RESOLVED:-

- (i) that agreement be given to the overall approach to development of the Strategy as set out in the report from the Director of Regeneration and Major Projects;
- (ii) that agreement be given to the policy positions set out in section 8 of the report;
- (iii) that the final policy be implemented with effect from 1 October 2012, allowing time for the council to seek sign-off from the Mayor as noted in paragraph 7.3 and that the Director of Regeneration and Major Projects should be given delegated authority, in consultation with the Lead Member for Housing, to revise this date should there be any reason for delay;
- (iv) that the council grant introductory tenancies and flexible tenancies to new council tenants as set out in paragraphs 8.3.10 of the report and to limit the rights to succession of council tenancies to new council tenants as set out in paragraph 8.3.12 of the report and grant delegated authority to the Director of Regeneration and Major Projects to implement these policy changes in liaison with Brent Housing Partnership and Hillside Housing Trust;
- (v) that it be noted that a further report would be presented to the Executive for approval regarding changes to the Council's Allocation Scheme after consultation has taken place;
- (vi) that the content of the Equality Impact Assessment set out in Appendix 3 to the report be noted;
- (vii) that it be noted that the Strategy would be reviewed one year from its implementation and at three year intervals subsequently. If any need for significant alteration was identified, a report will be presented to members accordingly.

7. **Future arrangements for the ownership and management of the council's housing stock**

The report from the Director of Regeneration and Major Projects followed on from the decisions made in July 2011 regarding the future ownership and management arrangements of Brent's housing stock where it was decided to retain the council's housing stock, and officers were authorised to consult tenants and residents on a single preferred option to manage the council's housing stock through Brent Housing

Partnership (BHP) as an Optimised Arms Length Management Organisation. Councillor Long introduced the report which set out the outcomes of the consultation process and made recommendations about the future of Brent Housing Partnership in the light of this. She also drew attention to the BHP efficiency review conducted in the intervening period which had identified savings opportunities and proposed changes in governance arrangements which would change the operation of the Board. Housing Revenue Account reforms would also require new ways of working. A further outcome from the review was the proposal to produce a 30 year business plan and four year investment plan to be considered in the Autumn of 2012.

RESOLVED:-

- (i) that the consultation process that was undertaken regarding the future management arrangements of the Council's housing stock as set out in section 4 of the report from the Director of Regeneration and Major Projects be noted;
- (ii) that in the light of the outcomes of the consultation, the council agree to enter into a long term management agreement with Brent Housing Partnership to manage the council's housing stock. A further report will be brought to the Executive in August 2012 setting out the detail of the management agreement;
- (iii) that the findings of the efficiency review of Brent Housing Partnership as set out in Section 5 of the report be noted, and in particular the arrangements currently being entered into for shared back office services in advance of co-location in the new Civic Centre;
- (iv) that approval be given to the findings of the governance review, as set out in Section 6 of the report;
- (v) that it be noted that a further report will be considered in the autumn of 2012 setting out the 30 year HRA business plan and a rolling 4 year strategy for investment in the Brent housing stock.

8. Right to Buy: re-investing receipts in new affordable rented homes

The report from the Director of Regeneration and Major Projects set out the proposed approach to be taken in response to changes to the Right to Buy (RTB) implemented with effect from 2 April 2012 and in particular the new rules on reinvestment of the proceeds of RTB sales, which were intended to support one-for-one replacement of all homes sold. Councillor Long (Lead Member, Housing) advised that the discount cap had been extended across England, representing a 400%+ increase in the cap applicable in most of London. Tenants had been notified resulting in many enquiries. The report set out new arrangements for use of RTB capital receipts which included repayment of HRA debt.

RESOLVED:-

- (i) that authority be delegated to the Director of Regeneration and Major projects to enter into agreement with the Department of Communities and Local Government to retain Right to Buy receipts pursuant to section 11(6) of the Local Government Act 2003;

- (ii) that authority be delegated to the Director of Regeneration and Major projects to make Right to Buy receipts available to Registered Providers of Social Housing under a competitive bidding process to deliver replacement low cost rented accommodation in accordance with the Council's Contract Standing Orders.

9. **Budget strategy update**

The report from the Director of Finance and Corporate Services set out the financial prospects for the council for the next three years. It sought approval for the overall budget strategy based on the One Council Programme and the delivery of the Borough Plan. Councillor R Moher (Lead Member, Finance and Corporate Resources) referred to the context of the budget strategy and the central government's spending review which was both tight and front loaded. The council had so far made £42m of spending cuts while protecting services and further reductions were anticipated. A budget gap was anticipated by 2015/16 to further increase by expected increases in homelessness, adult and children social care costs and also risks associated with waste and recycling. Other factors likely to affect the budget position arising from legislative changes were the localisation of Council Tax, housing benefit changes and the business rate retention scheme. Councillor R Moher referred to the need for further savings to be identified and the need to deliver services at lower costs while reflecting council priorities. She drew members' attention to the budget timetable in the report.

Councillor J Moher highlighted the need for the public to understand the impact of the major spending cuts introduced by central government and the adverse impact on the council. He made specific reference to the assumed significant reductions in formula grant £152.086m in 2013/14, £138.958m in 2014/15 and £136.383m in 2015/16. The Director of Finance and Corporate Services clarified that the formula grant reduction in the current year would have been £18.9m. Councillor R Moher added that the situation was likely to worsen as the first batch of 2011 census figures showed that Brent's population had risen significantly and that there was a gap of approximately 59,000 between the population and the figure used by central government to calculate grant funding.

RESOLVED:-

- (i) that the latest forecast for the Council's revenue budget for 2013/14 to 2015/16 at Appendix A of the report from the Director of Finance and Corporate Services and the assumptions used to derive this be noted;
- (ii) that the overall budget process set out in the report from the Director of Finance and Corporate Resources be endorsed;
- (iii) that the proposed budget timetable be noted.

10. **Performance and Finance review 2011/12 Quarter 4**

The joint report from the Directors of Strategy, Partnerships and Improvement and Finance and Corporate Services provided a corporate overview of Finance and Performance information to support informed decision-making and manage performance effectively. Councillor Butt (Leader of the Council) referred to the impact of central government's budget cuts and the need to reduce staffing. The council was however hoped to continue to improve service delivery.

RESOLVED:-

- (i) that the finance and performance information contained in the report from the Directors of Strategy, Partnerships and Improvement and Finance and Corporate Services be noted and agreement given to remedial actions as necessary;
- (ii) that the current and future strategic risks associated with the information provided be noted and agreement given to remedial actions as appropriate.

11. National Non Domestic Rate relief

The Council has the discretion to award rate relief to charities or non-profit making bodies. It also has the discretion to remit an individual National Non-Domestic Rate liability in whole or in part on the grounds of hardship. Councillor R Moher (Lead Member, Finance and Corporate Resources) introduced the report from the Director of Finance and Corporate Services which set out applications received for discretionary rate relief since the Executive last considered such applications in April 2012. Additionally, two applications for hardship relief had been received set out in the appendix to the report which was not for publication as it contained the following category of exempt information as specified in Schedule 12 of the Local Government (Access to Information Act) 1972:

Information relating to the financial or business affairs of any particular person (including the authority holding that information).

RESOLVED:-

that agreement be given to the discretionary rate relief applications in Appendices 2 and 3 of the report from the Director of Finance and Corporate Services, and the hardship applications in Appendix 4 rejected.

12. Any Other Urgent Business

None.

13. Reference of item considered by Call in Overview and Scrutiny Committee

None.

The meeting ended at 7.35 pm

M BUTT
Chair



Executive
20 August 2012

**Report from the Director of
Environment and Neighbourhood
Services**

Wards Affected: ALL

Brent's Food Growing and Allotments Strategy

1.0 Summary

- 1.1 This report provides the Executive with an overview of Brent's Food Growing and Allotments Strategy. The strategy proposes a unified approach to the development of food growing provision in the borough.
- 1.2 The strategy was produced following a comprehensive consultation process and sets out a clear vision, set of objectives and action plan for food growing and allotment provision in Brent.

2.0 Recommendations

That the Executive

- 2.1 Note the findings of the strategy and agree its vision to "provide a range of food growing opportunities accessible to all parts of the community and to promote the benefits of a healthy lifestyle within a greener borough"
- 2.2 Agree the three inter linked objectives which have been formed to deliver the vision of the strategy, as set out in paragraphs 3.15 to 3.17
- 2.3 Agree the action plan to deliver the strategy (attached as Appendix 4)

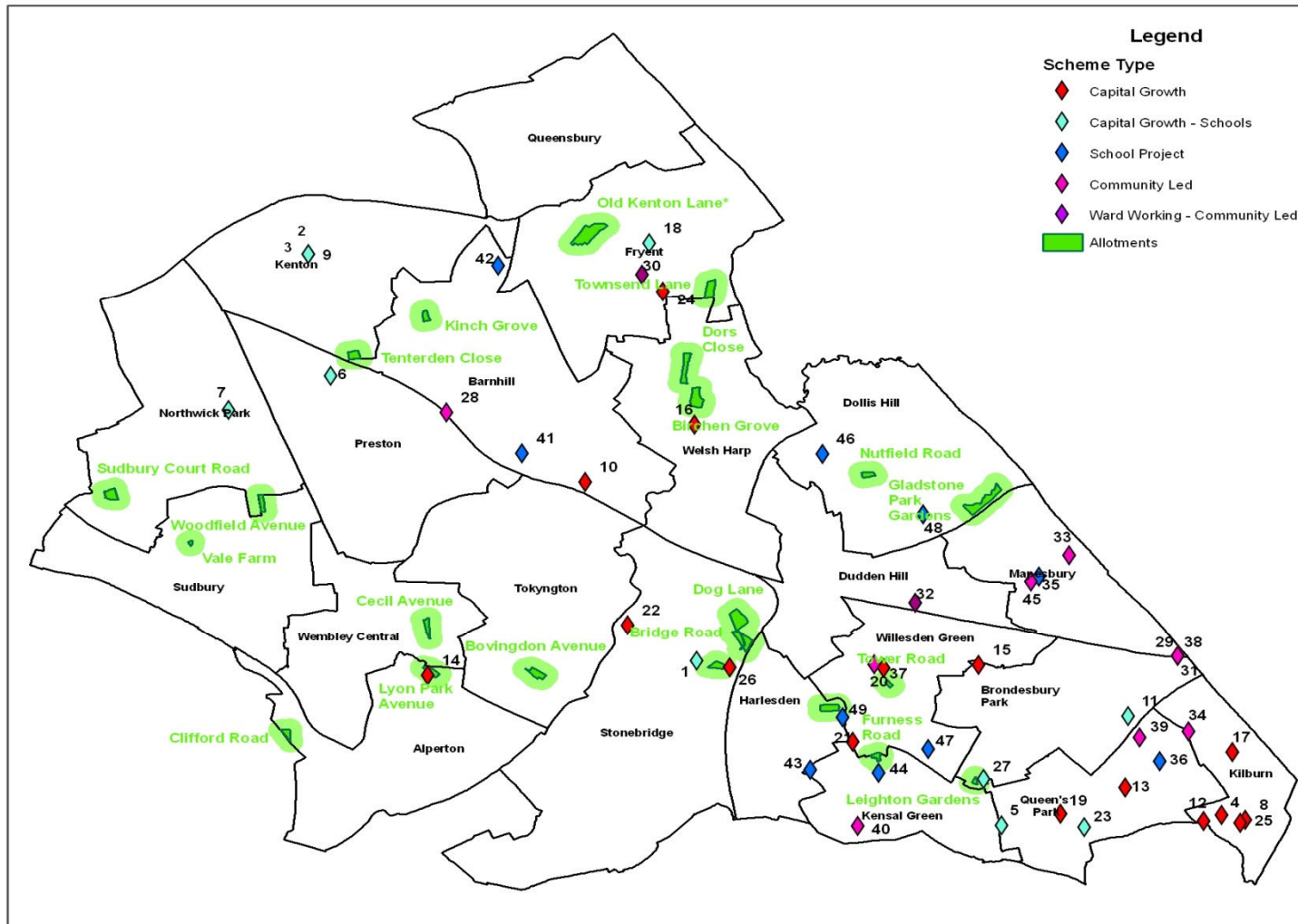
3.0 Detail


Background

- 3.1 The majority of allotment sites in Brent were created from the 1920s onwards and were initially very well used. In the 1980s there was a reduction in the number of sites following a decline in interest in keeping with the national picture. The reduced demand resulted in zero or minimal waiting lists at Brent

sites and, in some cases, allotment holders were allocated more than one plot upon request.


- 3.2 In recent years a strong revival of interest in food growing, linked to healthy eating and taking physical exercise, created a renewed demand for allotments and food growing spaces. The Local Government Association (LGA) has predicted that this demand will be on-going with a widening diversification of the profile of plot holders. In Brent this prediction is borne out when comparing the profile of waiting list applicants with the profile of current plot holders. It is likely that there will be an increase in the number of female plot holders and that more people under the age of fifty will be taking on new plots.
- 3.3 In recent years the council has invested significant capital funding in improving sites. An Allotments Officer post was created in 2002 and action plans and improvement schedules have been implemented over the past ten years. A clear strategic vision is now required to enable the council to meet the increased demand and to ensure the efficient and cost effective management of the allotment service.
- 3.4 The scope of the strategy unites food growing and allotment provision under a single vision, set of objectives and action plan. It covers all 22 allotment sites under the land management of the London Borough of Brent i.e. the 21 sites managed directly by the council and the self managed site at Old Kenton Lane. There are 1138 individual plots across the 22 allotment sites. There are currently 49 independent food growing spaces in the borough which operate on a communal basis with a group of people sharing a plot. Considerations for improved sustainability and biodiversity are also covered in the strategy.
- 3.5 The waiting list for allotment plots was updated in November 2011 with all 570 applicants being asked to confirm they wished to remain on the list as part of the consultation process. As of 1st July 2012 there were 268 applicants on the waiting list, representing a reduction of over 50%. This was largely due to the removal of applicants who were no longer interested or who had moved out of the area. There are two disused allotment sites, One Tree Hill and Vale Farm, where it is considered uneconomical to bring them back into use given that it is expected that, with the proposed better management, the allotment waiting list will disappear within three years.




Allotments and Food Growing Sites in Brent

Location and Scheme Type

July 2012



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 Z:\015 Projects\Allotments\Date June 2012\Food Growing Sites.mxd
 2/8/2012
 Produced by the GIS Development Team

Development of the strategy

- 3.6 The development of the strategy was overseen by a steering group comprising officers from the Sports and Parks, Planning, Brent Housing Partnership and Environmental Projects and Policy service areas. A comprehensive two stage consultation process was undertaken to inform the production of the strategy.
- 3.7 To inform the draft strategy the first consultation stage was undertaken with allotment holders, waiting list applicants, site representatives, the Brent Allotments Forum, relevant council service areas and external stakeholders.
- 3.8 Over 500 survey questionnaires were completed by plot holders and waiting list applicants. This high response rate provided a wide range of evidence about how people garden, or intend to garden, their plot as well as feedback on priorities for the management and development of allotment sites. Detailed profiles of holders and applicants were compiled from the responses and a summary of the findings forms Section 4 of the strategy. One of the main findings is that the profile of waiting list applicants is more reflective of borough demographics with more women, families and younger people requiring an allotment compared with current holders. However, analysis of the profiles by the race characteristic shows that some ethnic groups within the borough are under represented in the case of both current holders and applicants.
- 3.9 Consultation meetings were held with stakeholders identified as having a key role to play in the development of food growing provision in the borough:
- Brent Council service areas – Regeneration and Major Projects, Planning, Customer and Community Engagement, Children and Families, Arts, Environmental Health and Strategy, Partnerships and Improvement
 - Brent Housing Associations and Registered Social Landlords
 - NHS Brent
 - Brent Allotments Forum and Allotments Site Representatives
 - Brent Sustainability Forum
 - Capital Growth (independent food growing schemes) focus group.
- 3.10 The findings from the first stage of the consultation process directly informed the draft strategy and draft action plan which went out to public and stakeholder consultation from 12th March to 31st May 2012. This consultation was undertaken through:
- An online questionnaire with paper copies available on request
 - Officer attendance at all five Area Consultative and all six Service User Consultative Forums
 - Three informal drop-in sessions primarily attended by plot holders and waiting list applicants
 - Meetings with the Brent Allotments Forum and Site Representatives
 - Consultation documentation available at libraries, sports centres and Brent Contact Points

- Notification letters distributed to plot holders, waiting list applicants and members of the Brent Sustainability Forum.
- Coverage in the Brent Magazine and the local press.

3.11 Approximately 430 people attended one of the meetings where the draft strategy was discussed and 38 people completed a questionnaire. The latter number was slightly lower than anticipated but it is reasonable to conclude that this was a result of over 500 people having completed a questionnaire during the first stage of the consultation process. An average of 90% of respondents agreed or strongly agreed with the draft vision, individual objectives and action plan. 83 additional comments were submitted by 25 of the respondents. Where relevant and appropriate the strategy and action plan have been revised to reflect the feedback received.

Key Findings

- 3.12 From the background research and two stage consultation process it has been possible to identify a number of headline findings which have influenced the three objectives and action plan priorities. These findings include:
- The tenancy agreement is no longer fit for purpose and needs to be reviewed and reissued to allotment plot holders
 - The role of Site Representatives and the election process require review
 - Consideration should be given to giving waiting list preference to Brent residents over non-residents
 - Larger plots should be reduced in size upon vacancy to increase the number of plots available and reduce waiting list times.
 - The fees and charges structure should be reviewed with consideration given to the introduction of differential pricing for residents and non-residents and the revision of concession rates to include an element of means testing.
 - Options should be explored with regard to extending the number of self-managed allotment sites.
 - Work needs to be undertaken on increasing engagement from under represented sections of the community as identified in the Equalities Impact Assessment.
 - There is huge scope for increased partnership working and the promotion of the wider benefits of food growing to schools, social housing, health providers and arts organisations to raise awareness, increase capacity and establish a network of advocates.
 - Although options for new permanent allotment sites are currently limited, there will be significant opportunities for the provision of temporary food growing sites, particularly in the Wembley and South Kilburn areas as part of regeneration projects.

- Ward working funding may be available for allotment sites and food growing projects and there is potential for closer collaboration between the council and independent food growing schemes to build on the work of the Brent Sustainability Forum.
- Future potential for the provision of raised bed schemes in parks and open spaces should be explored in appropriate areas which are identified as currently having an inadequate number of allotment sites and alternative food spaces.
- Stronger emphasis should be placed on the benefits of organic gardening, sustainable food supplies, land use and biodiversity as outlined in the council's Green Charter.

Vision and Objectives

3.13 The overarching vision of the strategy is **“to provide a range of food growing opportunities accessible to all parts of the community and to promote the benefits of a healthy lifestyle within a greener borough.”**

3.14 Three key objectives have been identified in order to achieve the vision:

1. To provide efficiently managed allotment sites that offer good value for money and are accessible to all.
2. To develop and broaden the range of food growing opportunities available through partnership working.
3. To promote the benefits of food growing as part of a healthy lifestyle within a greener borough.

Objective 1: To provide efficiently managed allotment sites that offer good value for money and are accessible to all.

3.15 Key actions include:

- Undertaking a comprehensive audit of allotment sites and maintaining and improving site infrastructure and facilities
- Reviewing and reissuing the existing tenancy agreement; terminating existing agreements and issuing new tenancy agreements to all plot holders
- Reviewing fees and charges, including the potential to charge higher plot rental fees for non residents and reviewing criteria for concessions
- Establishing a streamlined administration process and communication protocol to clarify the role of site representatives and liaison arrangements with council officers
- Improving waiting list times by reletting plots more quickly, splitting larger plots upon vacancy, limiting new applicants to one plot and giving waiting list preference to Brent residents
- Reviewing existing provision, undertaking a needs analysis and identifying potential areas for future allotment and food growing sites. It is not intended to

extend the number of sites or to consider bringing former sites back into use until a review is undertaken a year after the implementation of the strategy.

Objective 2: To develop and broaden the range of food growing opportunities available through partnership working.

3.16 Key actions include:

- Extending the provision of temporary sites through closer joined up working with partners identified in the action plan and maximising the potential that the council's regeneration programme will offer.
- Working with independent food growing schemes and the Brent Sustainability Forum to provide an umbrella structure for the coordination of food growing spaces across Brent.
- Securing internal and external funding where relevant to improve facilities and broaden the range of food growing opportunities.

Objective 3: To promote the benefits of food growing as part of a healthy lifestyle within a greener borough.

3.17 Key actions include:

- Reinforcing the commitment of the council's Green Charter to improve sustainable food and land use, thereby encouraging biodiversity.
- Educating children and young people on environmental issues, both in the classroom and at food growing sites.

4.0 Financial Implications

4.1 The strategy and the action plan will be delivered within existing revenue budgets. Actions requiring investment will be progressed as and when funding is available.

4.2 Council officers will work with the Brent Allotments Forum, allotment holders, food growing schemes and the Brent Sustainability Forum to obtain external grants, Section 106 funding and Ward Working money where appropriate.

5.0 Legal Implications

5.1 The current legislative provisions are contained in the Small Holdings and Allotment Acts 1908 and the Allotments Acts 1922-1950.

5.2 The Small Holdings and Allotments Act 1908 places a duty on the council (where the council are of the opinion there is a demand for allotments) to provide sufficient allotments and that they be let to residents of the borough. There are also provisions regarding the letting of allotments to those who do not live in the borough. The various Acts relating to allotments provide for

tenancy agreements, rent, management arrangements and improvements to sites (which is a power not a duty).

- 5.3 For the purposes of the Council's role the duty relates to the provision of allotment gardens not exceeding one eighth of an acre (20 poles). An 'allotment garden' is described as a piece of land... which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family.
- 5.4 Allotment agreements can be ended on a number of bases under the legislation and can be varied with the agreement of the tenant, or by termination of the agreement on twelve months' notice and the reissuing on new terms.

6.0 Diversity Implications

- 6.1 The s149 duty in the Equality Act 2010 provides that when a council exercises its functions, including the provision of allotments, it must have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations. While there is no evidence to suggest from the allotment strategy that there is any negative impact on any of the protected groups it is apparent that certain groups participate in the service less than others and that in order to advance equality of opportunity various proposals are made within the equality analysis to encourage participation of under represented groups.
- 6.2 Further consultation and an Equalities Impact Assessment will be required if the fees and charges structure and concession arrangements are revised.

7.0 Staffing/Accommodation Implications (if appropriate)

- 7.1 None

Background Papers

Food Growing and Allotments Strategy
Appendices 1-4
Equalities Impact Assessment

Contact Officers

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Appendix 1 – Profile Mapping

The following appendix provides a brief borough profile, maps outlining the allotments and food growing locations and location of waiting list applicants and a table providing detailed information on the 49 independent food growing schemes.

Brent is one of the most densely populated outer London boroughs with an average density of **61 persons per hectare**. The increasing number of homes and the high densities of new housing developments, especially in Wembley and South Kilburn mean that this rise in demand is likely to be exacerbated in the future as the population growth as outlined below. Brent is a place of contrasts. It is characterised by a sharp divide between the relative affluence of the northern wards and high levels of social and economic deprivation in areas south of the North Circular Road. Although there are also pockets of deprivation in the Northern wards that should not be overlooked, the north of the borough is generally sub-urban in character with an older population whilst the south experiences many of the challenges faced by inner city communities.

The population for the London Borough of Brent was 263,500 in the 2001 Census. The 2011 Census population estimate for Brent equates to 311,200. The population between 2001 and 2011 has therefore changed significantly and represents a percentage increase of around 18 per cent.

In terms of gender breakdown, the 2001 Census shows that the number of males in Brent was 127,800 and the number of females was 135,700. The 2011 results show an increase in the number of males to 156,500 and the number of females to 154,800.

The 2011 Census shows that there were 110,300 households in Brent with at least one resident.

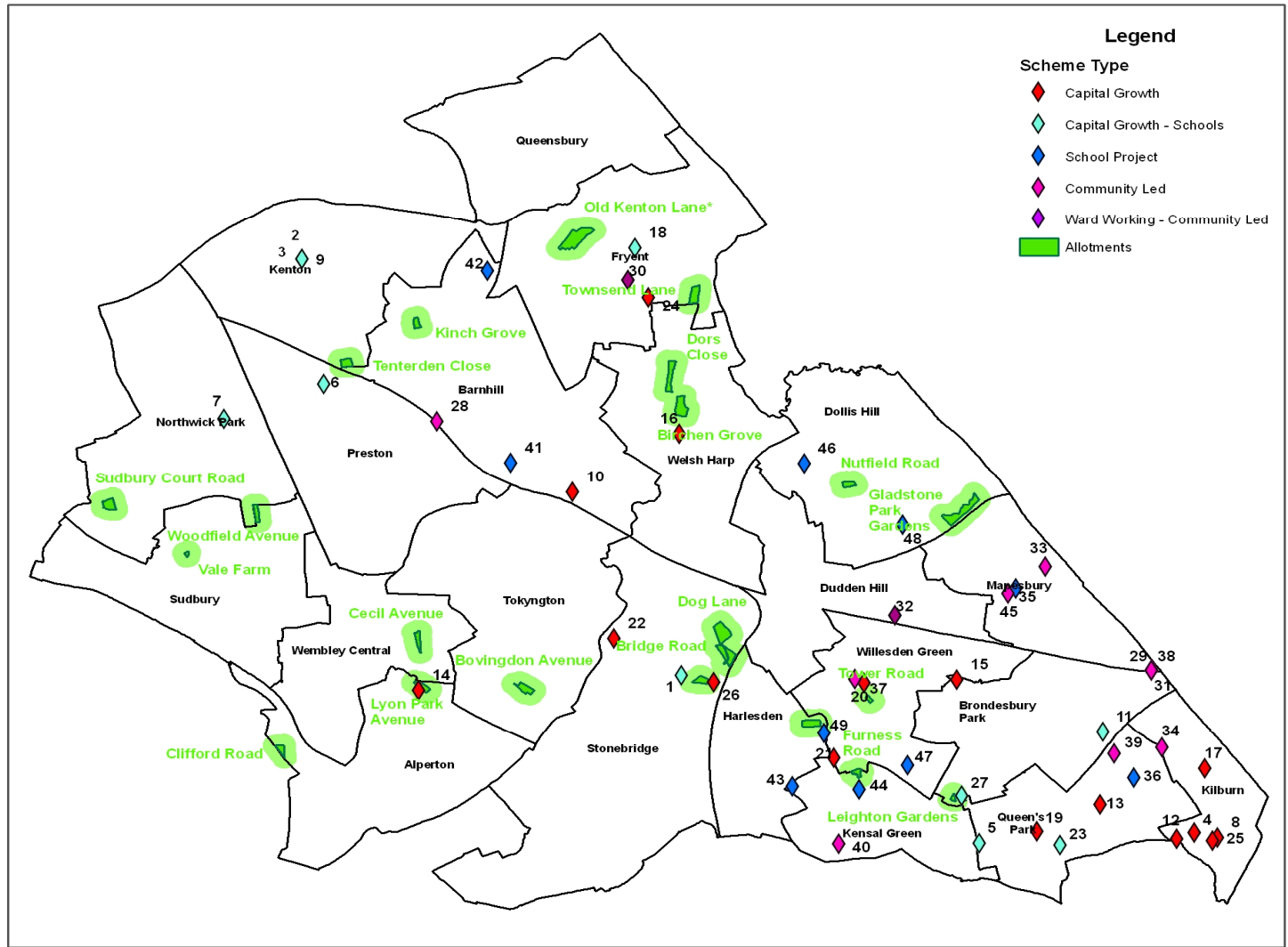

A detailed borough profile is available at <http://www.brent.gov.uk/evidencebase.nsf/Pages/LBB-2> and <http://www.brent.gov.uk/directorate.nsf/pages/lbb-561>

The maps provided in the document are:

- **Map 1: Population Density with Allotments and Food Growing Site locations**
- **Map 2: Allotments and Food Growing Site locations**
- **Map 3: Waiting List applicants and proximity to allotment sites**

Map 2: Allotments and Food Growing Site locations


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Allotments and Food Growing Sites in Brent

Location and Scheme Type

July 2012



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 21015 Projects\Wilmere\Data June 2012\Food Growing Sites.mxd
 25th July 2012
 Produced by the GIS Development Team

Table 1: Independent Food Growing Spaces in Brent**Note:** This is not a definitive list and will be updated annually.

No.	Project Name	Project Type	Address	Postcode
1	The Swaminarayan School	Capital Growth-Schools	260 Brentfield Road, Neasden	NW10 8HE
2	Eco Garden - St Gregory's Catholic Science College	Capital Growth-Schools	Donnington Road, Brent	HA3 0NB
3	Grange Growth-ABI Associates with Elders Voice	Capital Growth	The Grange, Neasden Lane	HA3 0NB
4	Ok Club - Christian Holt House	Capital Growth	45 Denmark Road,	NW6 5BP
5	Embankment Vegetable Garden - Princess Frederica CE VA Primary School	Capital Growth-Schools	College Road, London	NW10 5TP
6	The New Lunch Garden- Preston Park Primary School	Capital Growth-Schools	College Road, Wembley	HA9 8RJ
7	Grow Galore-Byron Court Primary School	Capital Growth-Schools	Spencer Road Wembley Middlesex, Brent,	HA0 3SF
8	Granville Greens– Brent Housing Partnership	Capital Growth	25 - 39 Granville Road,	NW6 5AR
9	St Gregory's Eco Garden	Capital Growth – Schools	Donnington Road, Kenton, Harrow, Middlesex,	HA3 0NB
10	Chalkhill – Metropolitan Housing Trust	Capital Growth	Wembley ,	HA9 9FL
11	Swiss Cottage School Food Growing Space	Capital Growth-Schools	5-7 the Avenue,	NW6 7YG

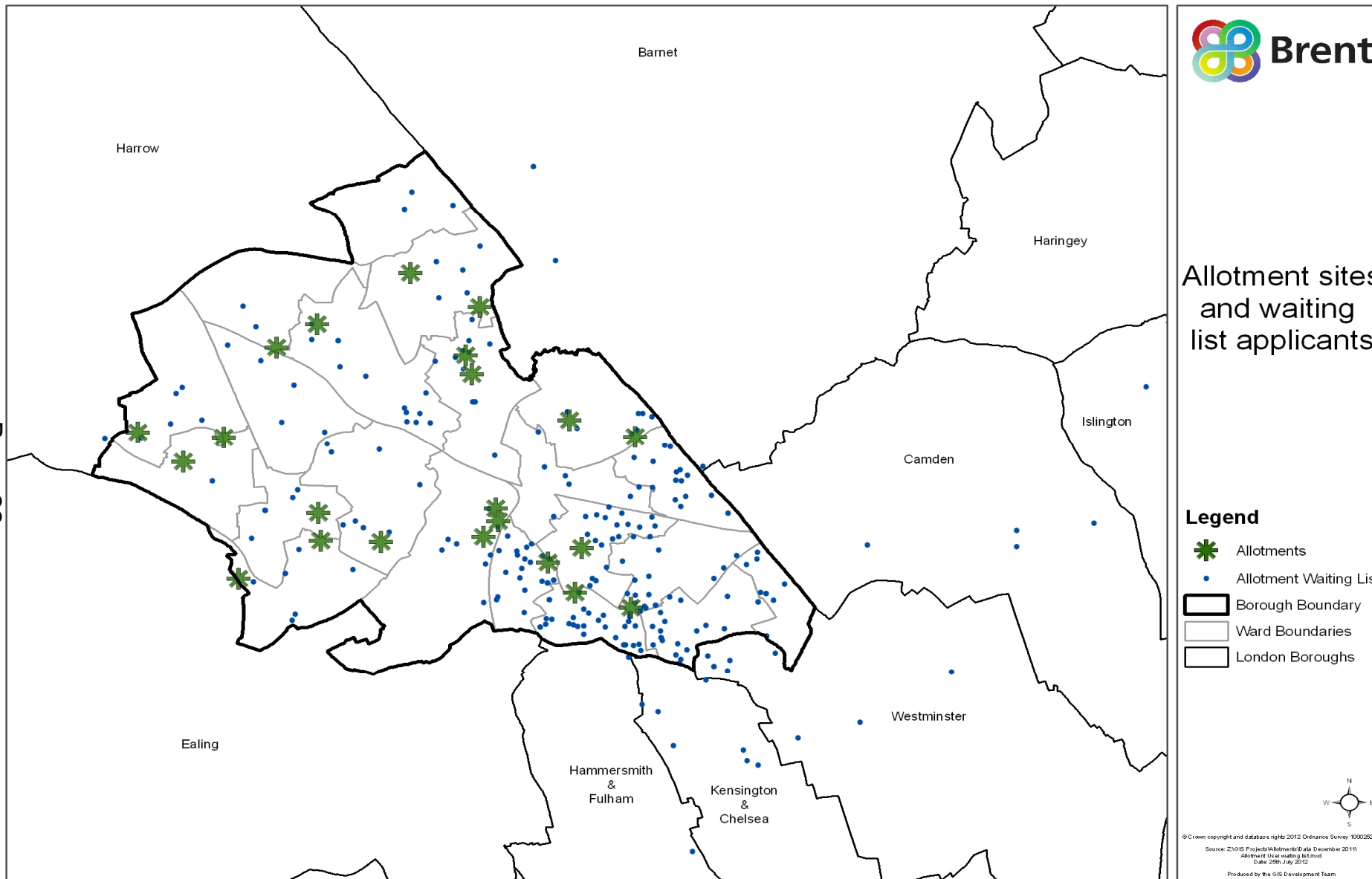
No.	Project Name	Project Type	Address	Postcode
12	William Saville and Dunbar House Community Allotment-Transition Kensal to Kilburn	Capital Growth	Carlton Vale	NW6 5DG
13	Queens Park Allotment – Transition Kensal to Kilburn	Capital Growth	Kingswood Avenue.	NW6 6SG
14	Growing in Mind-Brent Mind	Capital Growth	Lyon's Park Allotment, Wembley	HA0 4DZ
15	MoHoLo Community Edible Allotment	Capital Growth	163 Brondesbury Park, London,	NW2 5JN
16	Planet House Food Growing Project – Energy Solutions	Capital Growth	Planet House Birchen Grove	NW9 8RY
17	Phone Box Garden	Capital Growth	Hazelmere Road	NW6 7ET
18	Nursery Planting Run- Bnos Beis Yaakov Primary School	Capital Growth-Schools	Kingsbury Synagogue, Kingsbury Green	NW9 8XR
19	The Shop Garden – The Shop, NW10	Capital Growth	75 Chamberlayne Road,	NW10 3ND
20	Growing for Greatness-Ahead Housing Care	Capital Growth	7-9 Pound Lane, Willesden	NW10 2HS
21	Happy Child Wonderful Garden-Happychild Nursery	Capital Growth	59 Longstone Ave Harlesden	NW10 3TY
22	Growing Across the Ages - St Raphael's Intergenerational and Children's Centre	Capital Growth	Rainborough Close	NW10 0TS
23	The Patchwork Garden- Kensal Rise Primary School	Capital Growth - Schools	Kensal Rise Primary School Harvist Road London	NW6 6HJ

No.	Project Name	Project Type	Address	Postcode
24	RUG (Reclaimed Urban Garden) – Church Lane PRU	Capital Growth	Church Lane PRU, Church Lane, Kingsbury, London	NW9 8BD
25	Growing Otherwise - Urban Sustainable Food Cooperative	Capital Growth	Granville Youth and Community Centre, 80 Granville Road London	NW6 5RA
26	Good Nutrition Work	Capital Growth	Gibbons Road, Neasden, Brent	NW10 9BR
27	College Green Garden – College Green Nursery	Capital Growth-Schools	161 College Road,London, Brent,	NW10 3PH
28	Barnhill Conservation Group Fruit Tree Planting	Community Led	Fryent Way Kingsbury and Roe Green Park	NW9
29	Kilburn Station Planters-Transition Kensal to Kilburn	Community Led	Shootup Hill,	NW6 7QL
30	Bush Grove Community Garden – Elders Voice	Ward Working-Community Led	Bush Grove	NW9
31	South Kilburn Community Allotments	Ward Working – Community Led	Granville Road	NW6 7QL
32	Food Harvesting Project – Transition Kensal to Kilburn	Community Led	Kensal to Kilburn	NW2, NW6, NW10
33	Food Harvesting Project – Mapesbury Dell Residents Association	Community Led	Cricklewood	NW2
34	Bee Keeping and Honey Making Project-Transition Kensal to Kilburn	Community Led	Paddington Cemetery-Willesden Lane, Kilburn,	NW6 7SD

No.	Project Name	Project Type	Address	Postcode
35	NW2 Community Planting	Community Led	Covers NW2 area	NW2
36	Salisbury Primary School Green Space	School Project	Salisbury Road,	NW6 6RG
37	St Mungo's Hostel- Food Growing Garden	Community Led	115 Pound Lane	NW10 2HU
38	Kilburn Station Food Planters Project – Transition Kensal to Kilburn	Community Led	Kilburn High Road	NW6 7QL
39	Winchester Avenue Raised Bed Scheme Transition Kensal to Kilburn	Community Led	Winchetster Avenue	NW6
40	Tubbs Road Park Raised Bed Scheme	Community Led	Tubbs Road	NW10 4SD
41	Ark Academy School	School Project	Forty Avenue, Wembley	HA9 9JR
42	JFS	School Project	The Mall, Kenton,	HA3 9TE
43	John Keble CofE Primary School	School Project	Crownhill Road, Harlesden, London	NW10 4DR
44	Newman Catholic College	School Project	Harlesden Road, London	NW10 3RN
45	Anson Primary School	School Project	Anson Road, Cricklewood, London	NW2 4AB
46	Braintcroft Primary School,	School Project	Warren Road, London,	NW2 7LL
47	Capital City Academy	School Project	Doyle Gardens, London	NW10 3ST
48	Avigdor Hirsch Torah Temimah	School Project	Parkside, Dollis Hill, London,	NW2 6RJ
49	Newfield Primary School	School Project	Longstone Avenue, Harlesden, London,	NW10 3UD

Map 3: Waiting List applicants and proximity to allotment sites

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Appendix 2 – Legislation and Key Policies

Legislation

There is great deal of legislation specifically about allotments from the last century and some non-specific legislation which touches on it. **The Small Holdings and Allotment Acts 1908 and the Allotments Acts 1922-1950** comprise the main legislation relating to allotments.

The Small Holdings and Allotments Act 1908 places a duty on the council (where the council is of the opinion there is a demand for allotments) to provide sufficient allotments and that they be let to residents of the borough. There are also powers which allow Councils to let to those people who do not live in the borough.

Termination of allotment agreements can be brought about by a wide range of circumstances including:

- 12 months or longer notice to quit notice by the Council, or for non payment of rent or for breach of any term or condition in the agreement or when the tenant becomes bankrupt or for any other reason contained in section 1 of the Allotments Act 1922.

The detailed provisions in relation to the termination of tenancies of allotment gardens are set out in section 1 of the Allotments Act 1922 and are reproduced in the current tenancy agreement.

In addition the Small Holdings and Allotment Act 1908 also allow the Council to retake possession of the allotment on 1 month's notice if the tenant moves more than 1 mile outside the boundary of the local authority area.

Policies

National and Regional Policies

Allotments are also uniquely protected through the legislative and planning framework within the wider context of a national policy to improve the quality of urban green spaces.

Planning policy presents opportunities (in itself and in combination with other policies) to ensure an adequate supply of land for allotments and to protect those sites that already exist. To what extent those opportunities should be exploited however, depends ultimately on a realistic appraisal of current and future demand for allotment gardens. Where disposal of allotment sites appears to be justified, planning policy can also be used to regulate the subsequent use of the land.

Planning Policy Guidance Note 3 Housing

This guidance is significant as it states that allotments are not considered to be “brown field” sites or “previously developed land”. This is important as there is encouragement to develop brown field sites and PPG3 gives allotments additional protection.

<http://www.communities.gov.uk/planningandbuilding/planningsystem/planningpolicy/planningpolicystatements/pps3/>

Local Government Act 2000

This Act aims to assist councils in contributing to sustainable development and places a duty on them to promote or improve the economic, social and environmental well-being of their areas through Community Strategies which reflect local needs. Central to this is the principle of

partnerships and involvement of the wider community including minority groups. The Act does not authorise councils to raise revenue to promote well-being so projects which do not involve great cost such as allotments especially in areas needing regeneration or where low cost food production will be welcomed.

<http://www.legislation.gov.uk/ukpga/2000/22/notes/contents>

National policy has been supportive of food growing and of allotments, though trends in allotment provision and use have not necessarily correlated to policy aspirations.

The Department for Communities and Local Government (DCLG)

The DCLG acknowledges that allotments and community gardens are valuable green spaces and community assets that can help improve people's quality of life by promoting healthy food, exercise and community interaction. The Government recognises the unique role of allotments as places which bring all sections of the community together providing opportunities for people to grow their own produce as part of the long term promotion of sustainability and healthy living.

The Government's aim is to ensure that allotments are well managed, are considered as part of the overall green infrastructure, and are only disposed of where there is no demand for them and established criteria have been met. It states that it is committed to working with local authorities to promote best practice and ensure quality and appropriate availability now and for future generations. The Select Committee on Environment, Transport and Regional Affairs' fifth report contains the statement:

"We believe that allotments will often form a component part of a healthy neighbourhood.

Given the undisputed health benefits of allotments we strongly recommend that they be explicitly noted in national public health strategy and integrated into local delivery of the strategy particularly for over 50s. We recommend that health authorities recognise and exploit the therapeutic potential for allotments for people with mental or physical health problems"

The Government's response to this was that it will consider how allotments form a component part of Healthy Neighbourhoods policy, recognise the health benefits of allotment gardening and will take this into account in a White Paper, but there is no prospect of legislative consolidation in the near future. It also stated that it supports the recommendation that private allotment providers take a long term approach to managing their sites and that replacement sites should normally be within ¾ mile from the centre of demand.

A survey released by the DCLG indicates that between 1996 and 2006 the number of allotments sites in England declined from 295,630 to 245,000; while the number of vacant plots declined from 43,750 to 25,131, and at a time during which the waiting list increased from 12,950 to 14,000. In recent years there has been an increase in perceived demand nationally (also noticed in Brent) and as at 2010, the DCLG survey estimated that there were 94,000 on the waiting lists for statutory plots managed by principal local authorities.

Allotment provision has for some years been included in the requirements of **PPG17** (Planning Policy Guidance on open space).

Current Government policy on allotments has been emphasised in relation to The Localism Act which includes provision for the right for communities to create a Neighbourhood Plan that can be used, for amongst other issues, to set out the location of sites suitable for new allotments.

The Natural Choice White Paper 2011 also identifies the value of allotments and food growing as part of the green infrastructure of communities.

National planning policy is currently under review with publication of the draft National Planning Framework.

<http://www.official-documents.gov.uk/document/cm80/8082/8082.pdf>

White Paper- Healthy lives, healthy people: our strategy for public health in England- updated June 2011

This is a new era for public health, with a higher priority and dedicated resources. This White Paper outlines the commitment to protecting the population from serious health threats; helping people live longer, healthier and more fulfilling lives; and improving the health of the poorest, fastest.

The new approach will aim to build people's self-esteem, confidence and resilience right from infancy – with stronger support for early years. It implements *A Vision for Adult Social Care:*

*Capable Communities and Active Citizens*² in emphasising more personalised, preventive services that are focused on delivering the best outcomes for citizens and that help to build the Big Society through active recreation of which allotments gardening would be an example

http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/documents/digitalasset/dh_127424.pdf

The London Plan, published by the Mayor of London (2011), and which acts as a guide to the Borough Planning policies, encourages and supports thriving farming and land-based sectors in London, particularly in the Green Belt. Nearer to urban communities, the growing of food will be encouraged via schemes such as 'Capital Growth'. In relation of the preparation of Local Development Frameworks, Boroughs should protect allotments while identifying other potential spaces that could be used for commercial food production or for community gardening including for allotments and orchards. In inner and central London, innovative approaches to the provision of spaces, including the use of green roofs, may need to be followed.

<http://www.london.gov.uk/sites/default/files/The%20London%20Plan%202011.pdf>

Good Food for London 2011 - As an illustration of the wider interest in the source of food, the Good Food for London report attempts to indicate how Brent is progressing on a range of food issues and in relation to other London Boroughs. Good Food for London produced by Sustain and the London Food Link (www.londonfoodlink.org) summaries the progress of each of the London Boroughs towards creating a healthy and sustainable food system. Though achievement in this system is not a Council policy as such, the system is used to compare London Boroughs, and the Council is committed to achieving in several of the constituent issues. Brent is not amongst those Boroughs that are showing leadership on several food issues, though it is deemed to be amongst 15 Boroughs leading on managing food waste. The issues are:

- Community Food Growing: Brent is making good progress towards a Capital Growth commitment.
- School Food: Brent has not yet achieved a Food for Life Catering Mark for school food.
- Fairtrade: Brent is making progress towards Fairtrade status. Brent Council has passed a resolution.
- Sustainable fish: Brent is not considered to be taking any of the actions of the criteria.
- Animal Welfare: Brent has not achieved a Good Egg Award.
- Food Waste: Brent is collecting food waste from a high proportion of households, promoting waste reduction, and achieving higher levels of food waste management.
- Healthier Catering: Brent is not yet participating in the Healthier Catering Commitment scheme.

In order to increase supply in areas of high demand, more innovative approaches need to be adopted. As the supply of land is finite, these approaches largely involve converting under-utilised land into more productive allotments – offering both social and environmental benefits. While vacant land is an obvious starting point for this strategy, we believe that radical approaches including utilising waterways, developing urban rooftop garden should be considered.

www.sustainweb.org/publications/?mode=info&id=199

Brent Council Strategy and Policies

Corporate Strategy 2010-2014 includes visions to protect the environment including parks and to improve health and reduced inequality. <http://www.brent.gov.uk/stratp.nsf/Pages/LBB-13>

Regeneration Strategy

The Regeneration Strategy sets out a vision for Brent from 2010 to 2030 and centred on the three strategic priorities described in the Corporate Strategy. The regeneration vision for 2030 blends this corporate ambition with our spatial plans as set out in the borough's Local Development Framework. "The vision is of a Brent fully integrated into the city – a single urban borough which makes a full and positive contribution to the London economy. "

[http://www.brent.gov.uk/stratp.nsf/Files/LBBA-24/\\$FILE/regeneration_strategy.pdf](http://www.brent.gov.uk/stratp.nsf/Files/LBBA-24/$FILE/regeneration_strategy.pdf)

Local Development Framework- Core Strategy 2010

The Brent Core Strategy is the first and key component of the new Local Development Framework, the new Spatial Development Plan for the borough. The Core Strategy Policy – CP18 Protection and Enhancement of Open Space, Sport and Biodiversity sets out the spatial vision of how Brent should be in 2026 and how this will be achieved, by setting how the overarching spatial strategy and key planning policies, which will shape new development in the borough.

Future development in Brent will be focused in 5 Growth Areas, identified as key to regenerating the borough and affording substantial opportunities for redevelopment. New development in these areas will provide new homes and employment opportunities in high quality buildings with the open space, amenities and facilities necessary for creating sustainable communities. Wembley, the largest of the growth areas, is promoted as a national sports and regional entertainment and leisure destination.

The strategy states that even though open space forms an important element of the urban environment, it is often faced with strong development pressure due to its attractive development potential over brownfield sites and demand for other priority uses. Pre-1998, approximately 48ha of open space (mainly sports grounds and allotments) were lost to other uses and Brent is now deficient in many different types of open space, with an uneven distribution throughout the borough. .

The council will therefore protect all open space from inappropriate development.

In preparing the Development Plan for the borough, it is intended that the Council will propose planning policy which seeks the inclusion of space for community gardening as part of appropriate large schemes.

<http://www.brent.gov.uk/tps.nsf/Planning%20policy/LBB-26>

Climate Change Strategy

This Strategy is a response to the challenge of climate change. It has three aims:

- 1) Cut emissions;**
- 2) Cope with extreme weather;**

3) Adapt to future climate change

One of the ways of cutting emissions as cited in the strategy is **by**: reducing the 'food miles' and environmental impact of the food we eat and the waste we throw away, for example, by buying more locally grown or organic foods where possible and by reducing and recycling food waste rather than throwing it in the bin (which then ends up as landfill).

[http://www.brent.gov.uk/stratp.nsf/Files/LBBA-267/\\$FILE/Climate%20Change%20Strategy.pdf](http://www.brent.gov.uk/stratp.nsf/Files/LBBA-267/$FILE/Climate%20Change%20Strategy.pdf)

Parks and Open Spaces Strategy 2010-2105

The strategy includes public parks (including sports amenities within parks), public open spaces, and children's play areas in parks and will link in with the aspirations of the allotments strategy.

The vision of this strategy is to provide good quality, attractive, enjoyable and accessible green space which meets the diverse needs of all Brent residents and visitors.

<http://www.brent.gov.uk/stratp.nsf/Pages/LBB-155>

Green Charter

This Green Charter brings together all the work the council is doing to improve, enhance and protect the environment and asks those who live, work or study in Brent, to be more sustainable in their way of life. It also makes suggestions how this can be achieved

www.brent.gov.uk/greencharter

Household Waste Collection Strategy 2010-14

The strategy sets out the Council's policy on reducing food waste and promotion of composting. The policy includes community engagement and events and waste education.

<http://www.brent.gov.uk/stratp.nsf/Pages/LBB-152>

Health and Well-Being Strategy 2008-2018- This strategy has been produced by the Local Strategic Partnership for Brent and it outlines our partnership priorities and ambitions for improving the health and wellbeing of our residents and their families over the next ten years.

It establishes the Council's shared vision for reducing local inequalities in health and well-being and ensuring that everyone, irrespective of where they live, has the best possible chance to live a long, fulfilling and healthy life and will achieve this through the use of facilities like allotments:

<http://www.brent.gov.uk/stratp.nsf/Pages/LBB-159>

Cultural Strategy 2010-2015

Allotments bring together people from different cultural and ethnic backgrounds whose knowledge of gardening can be shared. The benefits of allotments in promoting health, well-being and community cohesion are recognised and promoted in Brent's Cultural Strategy

<http://www.brent.gov.uk/stratp.nsf/Pages/LBB-136>

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Appendix 3- Allotments Fees and Charges

The table below outlines the fees and charges information for 32 London boroughs.

	Borough	Standard charge 2012/13		Concession charge 2012/13	
		5 poles/rods/ 125m2 (half size)	10 poles/rods/ 250m2 (full size)	5 poles/rods/ 125m2 (half size)	10 poles/rods/ 250m2 (full size)
Neighbouring authorities	Barnet	37.10	74.20	18.55	37.10
	Brent	75	150	37.50	112.50
	Camden	46.50	78	30	52.50
	Ealing	68.40	136.80	34.20	68.40
	Hammersmith and Fulham*	18.92	37.86	11.79	23.57
	Harrow	31.20	62.40	15.60	31.20
	Kensington and Chelsea	-	-	-	-
	Westminster	-	-	-	-
Other Authorities	Barking and Dagenham	25	50		
	Bexley	25	50	12.50	25
	Bromley*	17	34		
	Croydon	20	40	10	20
	Enfield	48.50	97	36.37	72.75
	Greenwich	100	200	50	100
	Hackney*	12	20	8	12
	Haringey	45.50	91	22.75	45.5
	Havering*	22.50	45	-	-
	Hillingdon	38.08	56.32	19.04	38.08
	Hounslow	30.15	60.30	15.08	30.15
	Islington	51.09	102.18	25.55	51.09
	Lambeth	62.50	125		
	Lewisham	42.50	85	21.25	42.50
	Merton	95.65	191.30	68.35	136.70
	Newham	42.65	61.50	21.33	30.75
	Redbridge	38	76	20	40
	Richmond	42	84	21	42
	Southwark*				
	Sutton	39.13	78.25	26.50	53
Tower Hamlets	-	-	-	-	
Waltham Forest	34.25	68.50	17.25	34.50	
Wandsworth	92.50	185	73.75	147.50	

* Rents set by independent allotment societies

Concession Management 2012/2013

Concessions should be considered as a method of promoting allotments to those most in need of the health and economic benefits that may be derived from allotment gardening.

Analysis of the proposed concessions management for 25 London Boroughs (excluding those Boroughs who do not provide an Allotment Services or where the Borough allotment provision is administered by Allotments Association) identifies the following complex and varied arrangements:

- 3 London Boroughs namely Barnet, Lambeth and Havering do not offer concessions.
- 11 London Boroughs offer 50%, 1 offers 25% and 1 offers 40% concessions (up to 10 poles) to pensionable/retired residents, benefits claimants and students
- 8 London Boroughs offer 50% concessions (up to 10 poles) to pensionable/retired residents only
- Haringey offers a 50% concession (up to 5 poles) to pensionable/retired residents and benefits claimants and students and any further poles are charged at the normal rate.
- 10 London Boroughs do not offer concessions to non-residents.
- 4 of the 10 Boroughs charge 50% more to non-residents.
- Redbridge and Bexley charge 10% and 5 % more to non-borough residents but concessions do apply to non-residents
- The following Boroughs issue an additional water charge
 - Barnet - £1.90 per pole
 - Harrow- 0.90p per pole
 - Enfield - £1.20 per pole
 - Haringey - £2.75 per pole
 - Newham - £1.10 per pole

Appendix 4 – Food Growing and Allotments Strategy Action Plan

The plan will be delivered within existing revenue budgets. Actions requiring Investment will be progressed as and when funding is available.

Objective 1: To provide efficiently managed allotment sites that provide good value for money and are accessible to all.

	Action	Lead	Partner(s)	Date
1.1	<p>Undertake a comprehensive site survey, update the colony database and produce a list of recommended actions with costs.</p> <ul style="list-style-type: none"> • Conditions survey of sites • Clear marking of site and plot boundaries, paths and fencing. • Audit of shed provision and ownership, construction and functionality • Identification of unlettable areas and remedial action required • General access and disabled access • Water consumption and conservation e.g. rain water collection • Drainage • Recycling and composting options 	AO	ES	Feb 2013
1.2	<p>Revise the tenancy agreement and reissue the revised agreement to all plot holders to include.</p> <ul style="list-style-type: none"> • Length of tenancy and renewal procedures. • Legal responsibilities • Non cultivation parameters and management. • Payment collection • Termination of tenancies, notification periods and 	AO	LDS	<p>Dec 2012 (consulted)</p> <p>March 2013 (revised)</p> <p>April 2014 (implemented)</p>

	<p>eviction procedures</p> <ul style="list-style-type: none"> • Site maintenance • Clarification on site protocol for issues such as animals and birds, carpets, nuisance behaviour and bonfire regulations. • Security procedures including criminal offences and the role of the police. • Water provision and consumption. • Replace outdated and legal terminology with plain English e.g. metres rather than poles. 			
1.3	<p>Review the role of Site Representatives and produce a set of guidelines to include</p> <ul style="list-style-type: none"> • Definition of the role including liaison with council officers • Election protocol • Achieving full representation • Concession arrangements. 	AO	BAF	<p>Dec 2012 (consulted)</p> <p>April 2013 (implemented)</p>
1.4	<p>Clarify the role of the Brent Allotments Forum in respect of</p> <ul style="list-style-type: none"> • Protocol for working arrangements between the forum and council officers and other food growing stakeholders. • Level of support from the council for the future development of the forum. 	AO	BAF	<p>April 2013</p>
1.5	<p>Produce a protocol for communications between the council, site representatives, Brent Allotments Forum, plot holders and waiting list applicants, including</p> <ul style="list-style-type: none"> • Lines of communication 	AO	<p>BAF</p> <p>CG</p> <p>TT</p>	<p>Jan 2013</p>

	<ul style="list-style-type: none"> • Response times • Methodology – newsletters, welcome pack, noticeboards, social media. • Links with food growing organisations e.g. Capital Growth schemes, schools. 			
1.6	<p>Review waiting list protocol and methodology including giving consideration to</p> <ul style="list-style-type: none"> • Waiting list prioritisation for Brent residents and first time applicants. • Limiting all new applicants to one plot • Upon vacancy splitting all larger plots into two or three plots and setting 5 poles (126.5 square metres) as the maximum size for new plots. • Administration of site preferences. • Reducing turnaround times between vacancies and plots being let to new tenants e.g. offering first year discounts on plots in poor condition. 	AO	BAF	April 2013
1.7	<p>Review fees and charges protocol and mechanisms including</p> <ul style="list-style-type: none"> • Administrative methods • Concessions management • Differential charges for residents and non residents • Concession for site rep's • Payment mechanisms including integration between Colony and Oracle • Late payment resolution 	AO	LDS SSM LDS FS	Dec 2012 (review) April 2013 (implemented)
1.8	Review toilet provision across	AO		Sep

	allotment sites, research sector standards and produce a costed options proposal.			2013
1.9	Review cycle stand provision against relevant survey feedback and produce a costed proposal for the expansion of provision at designated sites.	AO		Sep 2013
1.10	Improve online facilities including <ul style="list-style-type: none"> • Waiting list applications • Marketing and social media facilities • Website • On line payment mechanisms 	AO AO SSM AO	SSM CO AO & WS SSM & FS	May 2013 Sep 2013 Nov 2012 March 2013
1.11	Explore the potential for increasing the number of self-managed sites <ul style="list-style-type: none"> • Liaise with the Old Kenton Lane committee on the benefits of the business model • Undertake in depth consultation with site representatives and plot holders. 	AO	LDS	January 2014
1.12	Review current level of allotment provision and make recommendations for future development <ul style="list-style-type: none"> • Review site surveys and strategy action plan progress • Analyse waiting list trends and anticipated future demand against current location of sites. • Budget implications, associated funding requirements and external funding opportunities. 	AO	RMP PAM	April 2014

Objective 2: To develop and broaden the range of food growing opportunities available through increased partnership working.

	Action	Lead	Partners(s)	Date
2.1	Research and map all independent food growing schemes and key stakeholders in the borough, working in conjunction with the ward working team, the Brent Sustainability Forum, Capital Growth and Transition Town.	AO	BSF CG TT WW	Dec 2012
2.2	Form an umbrella structure for the coordination of food growing sites across the borough, including funding opportunities, use of volunteers and environmental health considerations.	AO	BSF CG TT WW EH RSL	Jan 2013
2.3	Produce a three year schedule for the provision of temporary food growing sites to be reviewed annually. <ul style="list-style-type: none"> Identify sites in Wembley, South Kilburn and other areas identified by council partners and stakeholders via consultation. Produce terms of reference for the administration of food growing sites on council land. 	AO	RMP PAM SAO RSL	June 2013 /annually September 2013
2.4	Seek to secure funding, including ward working money, for food growing projects in areas of identified need, and review annually as relevant.	AO	AM WW	Ongoing
2.5	Seek opportunities for commercial sponsorship and additional external funding <ul style="list-style-type: none"> Mapping exercise of relevant local businesses Identification of funding sources 	AO	BSF BAF	January 2014 and on-going

	and partner organisations			
2.6	Investigate options for integrating food growing space provision into planning guidance on a permanent basis. <ul style="list-style-type: none"> • Inclusion in the Wembley Area Action Plan • Inclusion in the Local Development Framework 	Planning	SP EPP AO	Dec 2012 June 2013

Objective 3: To promote the benefits of food growing as part of a healthy lifestyle within a greener borough.

	Action	Lead	Partner(s)	Date
3.1	Reinforce the commitment of the council's Green Charter to improve the provision of sustainable food through the setting of agreed targets as part of the monitoring and evaluation process for the Charter's action plan.	AO	EPP	April 2013/ annually as relevant
3.2	Promote the use of organic methods to plot holders and food growers to reduce <ul style="list-style-type: none"> • Use of pesticides, artificial fertilisers and peat • Energy consumption • Carbon footprint 	AO	EPP	May 2013
3.3	Assess recycling and composting methods at all allotment and food growing sites and encourage <ul style="list-style-type: none"> • Sustainable practices • Improvements to soil quality 	AO	BSF	May 2013
3.4	Work with Brent NHS, West London Waste Authority, BACES and Services to Schools to produce shared agreed actions to reduce obesity levels in the borough e.g. promoting the benefits of food growing and healthy eating through cookery	AO	BNHS STS WLWA BACES	October 2013

	classes.			
3.5	Promote the contribution of food growing to economic and social wellbeing in partnership with ward working, Brent Housing Partnership, housing associations and registered social landlords.	AO	WW BHP RSL	Dec 2013
3.6	Explore regeneration opportunities to jointly promote the benefits of food growing and relevant local businesses	AO	RMP	Dec 2013
3.7	Produce a conservation plan for features of wildlife importance and protected species e.g. creation of refuge restructures for slow worms	TOM	AO	April 2014

Key to Abbreviations

AO – Allotments Officer (Sports and Parks)

BACES – Brent Adult and Community Education Service

BAF – Brent Allotments Forum

BHP – Brent Housing Partnership

AM – Parks Area Managers

BNHS – Brent National Health Service

BSF – Brent Sustainability Forum

CG – Capital Growth

CO – Communication Team

EH – Environmental Health

EPP – Environmental Policy and Projects

ES – External Surveyor

FS – Financial services

LDS – Legal and Democratic Services

PAM – Property and Asset Management

RM – Resources Manager (Sports and Parks)

RMP – Regeneration and Major Projects

RSL – Registered Social Landlords

SAO – Senior Arts Officer

SP – Sports and Parks

SSM – Support Services Manager

STS – Services to Schools

TOM – Technical and Operations Manager (Sports and Parks)

TT – Transition Towns

WLWA – West London Waste Authority

WT – Website team

WW – Ward working

Impact Needs/Requirement Assessment Completion Form

Department: Environment and Neighbourhoods	Person Responsible: Neil Davies
Service Area: Sports and Parks	Timescale for Equality Impact Assessment : Completed
Date: 24 July 2012	Completion date: 24 July 2012
Name of service/policy/procedure/project etc.: Food Growing and Allotments Strategy	Is the service/policy/procedure/project etc.: New <input checked="" type="checkbox"/> Old
Predictive <input checked="" type="checkbox"/> Retrospective	Adverse impact Not found <input checked="" type="checkbox"/> Found Service/policy/procedure/project etc., amended to stop or reduce adverse impact Yes No <input checked="" type="checkbox"/>
Is there likely to be a differential impact on any group? Yes No <input checked="" type="checkbox"/>	Please state below:
1. Grounds of race: Ethnicity, nationality or national origin e.g. people of different ethnic backgrounds including Gypsies and Travellers and Refugees/ Asylum Seekers Yes No <input checked="" type="checkbox"/>	2. Grounds of gender: Sex, marital status, transgendered people and people with caring responsibilities Yes No <input checked="" type="checkbox"/>
3. Grounds of disability: Physical or sensory impairment, mental disability or learning disability Yes No <input checked="" type="checkbox"/>	4. Grounds of faith or belief: Religion/faith including people who do not have a religion Yes No <input checked="" type="checkbox"/>
5. Grounds of sexual orientation: Lesbian, Gay and bisexual Yes No <input checked="" type="checkbox"/>	6. Grounds of age: Older people, children and young People Yes No <input checked="" type="checkbox"/>
Consultation conducted Yes <input checked="" type="checkbox"/> No	
Person responsible for arranging the review: Neil Davies	Person responsible for publishing results of Equality Impact Assessment: Neil Davies

Impact Needs/Requirement Assessment Completion Form

Person responsible for monitoring: Allotments Officer	Date results due to be published and where:
Signed: Neil Davies	Date: 01/08/2012- Details of where published are provided in section 8.

1. What is the service/policy/procedure/project etc. to be assessed?

Food Growing and Allotments Strategy

2. Briefly describe the aim of the service/policy etc.? What needs or duties is it designed to meet? How does it differ from any existing services/ policies etc. in this area

The Local Government Association (LGA) has predicted that there will be an on-going increase in demand for allotment provision in future years with a widening diversification of the profile of plot holders. It is anticipated that there will be an increase in the number of female plot holders and that there will be more people under the age of fifty taking on new plots. In Brent this is borne out by comparing the profile of those registered on the waiting list with the profile of current allotment holders. In order to meet this renewed and increased demand and to ensure the efficient and cost effective management and administration of the service, it is essential that Brent Council has a clear strategic vision for future allotment and food growing provision in the borough.

An allotment garden or plot is defined in the Allotments Act of 1922 as 'a piece of land, which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for consumption by himself or his family'. The current legislative provisions are contained in the Small Holdings and Allotment Acts 1908 and the Allotments Acts 1922-1950.

The Small Holdings and Allotments Act 1908 places a duty on the council (where the council are of the opinion there is a demand for allotments) to provide sufficient allotments and that they be let to residents of the borough. The various Acts relating to allotments provide for tenancy agreements, rent, management arrangements and improvements to sites (which is a power not a duty).

The food growing and allotments strategy unites food growing and allotment provision in Brent under a single vision, set of objectives and action plan. There are 22 council owned allotment sites in the borough and approximately 49 independent food growing spaces. The vision of the strategy is to provide a range of food growing opportunities accessible to all parts of the community and to promote the benefits of a healthy lifestyle within a greener borough by

1. Providing efficiently managed allotment sites that offer good value for money and are accessible to all.
2. Developing and broadening the range of food growing opportunities available through increased partnership working.
3. Promoting the benefits of food growing as part of a healthy lifestyle within a greener borough

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3. Are the aims consistent with the Council's Comprehensive Equality Policy?

The strategic vision of the Food Growing and Allotments Strategy is to provide a range of food growing opportunities accessible to all parts of the community and to promote the benefits of a healthy lifestyle within a greener borough. This vision is consistent with the aims of the Council's Comprehensive Equality Policy.

4. Is there any evidence to suggest that this could affect some groups of people? Is there an adverse impact around race/gender/disability/faith/sexual orientation/health etc.? What are the reasons for this adverse impact?

Whilst there is no evidence to suggest that the strategy itself will affect some groups of people the following issues do need to be taken into consideration:

The distribution of allotment sites and food growing spaces is shown at Annexe 1.2 and is analysed further in the context of housing densities. From this mapping work it is apparent the areas e.g. Kenton, Queensbury, Preston that are least well served in terms of access to allotment and food growing sites. In these areas, and where there is an identified expressed demand i.e. high numbers on the waiting list e.g. Mapesbury, Dudden Hill Kilburn, the council will continue to strive to identify realistic opportunities for temporary food growing sites which will not be only limited to land in council ownership.

The temporary food growing solution is being promoted as options for new permanent allotment sites are likely to be limited in the short-medium term. In preparing the Development Plan for the borough, it is intended that the Council will propose a planning policy which seeks the inclusion of space for community gardening as part of appropriate large schemes.

It is envisaged that the Wembley and South Kilburn areas in particular will offer temporary options for food growing for periods of up to five years in advance of the roll out of regeneration projects. The expansion of existing green spaces features prominently in the Wembley Area Action Plan which will form part of the Local Development Framework

One of the main findings from the consultation as outlined in Annexe 1.1 is that the profile of waiting list applicants is more reflective of borough demographics with more women, families and younger people requiring an allotment compared with the profile of current holders.

The current demography of allotment users as outlined in Annexe 1.1. suggests that there is still a potential to reach out to new users in particular the following groups where there is currently comparative low use

- **Asian Pakistani and Bangladeshi communities**
- **Young People (16-24 and 25-34)**
- **Females in particular those aged between 16-24, 25-34 and 65-75**
- **Disabled people**

Findings from the consultations suggests that the main barrier to use for females is the lack of proper toilet provision and perceived risk of gardening alone. In addition, community gardening clubs and improved infrastructure would encourage further participation.

Current disabled non-users felt that the main barriers to use were poor toilet provision, lack of connected infrastructure and perceived risk. They also felt that additional facilities on site would

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reduce fear of crime, due to additional on-site presence and they would like to see more advertisement of any available community group that work with disabled people in promoting allotment gardening.

In the current economic climate it may not be possible to fund major infrastructural improvements but efforts will be made to assist allotments groups to apply for external grant funding.

Whilst, we are of the opinion that the strategy does not directly discriminate against BAME people; one of the key actions of the strategy is conduct outreach and target marketing with the Asian community with the aim of promoting the wider benefits of food growing and allotments.

The London Borough's of Ealing and Tower Hamlets who have similar demographic patterns to Brent have the same issues with under representation in allotment use by the BAME communities and younger people (16-25 year olds).

Research conducted by Tower Hamlets Council and the Black Environment Network between December 2010 and April 2011 with the Asian Pakistani and Bangladeshi communities identified the following issues as barriers to use:

- Site security – Vandalism and Theft
- Lack of, or condition of toilets
- Waste disposal issues
- Access – condition of site roads and paths
- Site security – personal safety
- Lack of, or condition of shelters or communal buildings
- Access – distance from home/no transport *
- Costs – Rent water, equipment and seeds
- Lack of availability of exotic food plants and climate conditions

Those consulted in this research also perceived allotment gardening and food growing as 'rural' activities for white people. It was also felt that they had more immediate concerns e.g. poverty and they did not necessarily see the wider benefits of allotment gardening and food growing or how it could positively impact on their lives.

These issues are further explored in Annexe 1.1. and identifies how the council will aim to address any identified issues through the strategy delivery.

5. Please describe the evidence you have used to make your judgement. What existing data for example (qualitative or quantitative) have you used to form your judgement? Please supply us with the evidence you used to make you judgement separately (by race, gender and disability etc.).

The food growing and allotments strategy has been produced following detailed desk research, best practice visits and a comprehensive consultation process. The findings from this research is detailed in Annexe 1.1.

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6. Are there any unmet needs/requirements that can be identified that affect specific groups? (Please refer to provisions of the Disability Discrimination Act and the regulations on sexual orientation and faith, Age regulations/legislation if applicable)

There are no unmet needs other than those issues identified in Section 4 and explored in detail on Annexe 1.1.

7. Have you consulted externally as part of your assessment? Who have you consulted with? What methods did you use? What have you done with the results i.e. how do you intend to use the information gathered as part of the consultation?

The development of the strategy was overseen by a steering group comprising officers from the Sports and Parks, Planning, Brent Housing Partnership and Environmental Projects and Policy service areas. A comprehensive two stage consultation process was undertaken to inform the production of the strategy.

To inform the draft strategy the first consultation stage was undertaken with allotment holders, waiting list applicants, site representatives, the Brent Allotments Forum, relevant council service areas and external stakeholders.

Over 500 survey questionnaires were completed by plot holders and waiting list applicants. This high response rate provided a wide range of evidence about how people garden, or intend to garden, their plot as well as feedback on priorities for the management and development of allotment sites. Detailed profiles of holders and applicants were compiled from the responses and a summary of the findings forms Section 4 of the strategy. One of the main findings is that the profile of waiting list applicants is more reflective of borough demographics with more women, families and younger people requiring an allotment compared with current holders. However, analysis of the profiles by the race characteristic shows that some ethnic groups within the borough are under- represented in the case of both current holders and applicants.

Consultation meetings were held with stakeholders identified as having a key role to play in the development of food growing provision in the borough

- Brent Council service areas – Regeneration and Major Projects, Planning, Customer and Community Engagement, Children and Families, Arts, and Environmental Health
- Brent Housing Associations and Registered Social Landlords
- NHS Brent
- Brent Allotments Forum and Allotments Site Representatives
- Brent Sustainability Forum
- Capital Growth (independent food growing schemes) focus group.

The findings from the first stage of the consultation process directly informed the draft strategy and draft action plan which went out to public and stakeholder consultation from 12th March to 31st May 2012. This consultation was undertaken through

- An online questionnaire with paper copies available on request
- Officer attendance at all five Area Consultative and all six Service User Consultative Forums
- Three informal drop-in sessions primarily attended by plot holders and waiting list applicants

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- Meetings with the Brent Allotments Forum and Site Representatives
- Consultation documentation available at libraries, sports centres and Brent Contact Points
- Notification letters distributed to plot holders, waiting list applicants and members of the Brent Sustainability Forum.
- Coverage in the Brent Magazine and the local press.

Approximately 430 people attended one of the meetings where the draft strategy was discussed and 38 people completed a questionnaire. The latter number was slightly lower than anticipated but it is reasonable to conclude that this was a result of over 500 people having completed a questionnaire during the first stage of the consultation process. An average of 90% of respondents agreed or strongly agreed with the draft vision, individual objectives and action plan. 83 additional comments were submitted by 25 of the respondents. Where relevant and appropriate the strategy and action plan have been revised to reflect the feedback received.

From the background research and two stage consultation process it has been possible to identify a number of headline findings which have influenced the three objectives and action plan priorities. These findings include:

- The tenancy agreement is no longer fit for purpose and needs to be reviewed and reissued to allotment plot holders
- The role of Site Representatives and the election process require review
- Consideration should be given to giving waiting list preference to Brent residents over non- residents
- Larger plots should be reduced in size upon vacancy to increase the number of plots available and reduce waiting list times.
- The fees and charges structure should be reviewed with consideration given to introduction of differential pricing for residents and non-residents and the revision of concession rates to include an element of means testing.
- Options should be explored with regard to extending the number of self-managed allotment sites.
- Work needs to be undertaken on increasing engagement from under represented sections of the community as identified in the Equalities Impact Assessment.
- There is huge scope for increased partnership working and the promotion of the wider benefits of food growing to schools, social housing, health providers and arts organisations to raise awareness, increase capacity and establish a network of advocates.
- Although options for new permanent allotment sites are currently limited, there will be significant opportunities for the provision of temporary food growing sites, particularly in the Wembley and South Kilburn areas as part of regeneration projects.
- Ward working funding may be available for allotment sites and food growing projects and there is potential for closer collaboration between the council and independent food growing schemes to build on the work of the Brent Sustainability Forum.
- Future potential for the provision of raised bed schemes in parks and open spaces should be explored in appropriate areas which are identified as currently having an inadequate number of allotment sites and alternative food spaces.

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- Stronger emphasis should be placed on the benefits of organic gardening, sustainable food supplies, land use and biodiversity as outlined in the council's Green Charter.

8. Have you published the results of the consultation, if so where?

The findings from this consultation process will be publicised through a variety of sources including the Brent Allotments Forum, Allotment Site Representatives, the Council's Consultation tracker and the Brent Magazine.

9. Is there a public concern (in the media etc.) that this function or policy is being operated in a discriminatory manner?

There is currently no public concern that the Food Growing and Allotments Strategy is being operated in a discriminatory manner.

10. If in your judgement, the proposed service/policy etc. does have an adverse impact, can that impact be justified? You need to think about whether the proposed service/policy etc. will have a positive or negative effect on the promotion of equality of opportunity, if it will help eliminate discrimination in any way, or encourage or hinder community relations.

Whilst there is no evidence to suggest that the strategy itself will affect some groups of people; the current demography of allotment users as outlined in Annexe 1.1. suggests that there is still a potential to reach out to new users in particular the following groups where there is currently comparative low use

- **Asian Pakistani and Bangladeshi communities**
- **Young People (16-24 and 25-34)**
- **Females in particular those aged between 16-24, 25-34 and 65-75**
- **Disabled people**

These issues are further explored in Annexe 1.1. and identifies how the council will aim to address any identified issues through the strategy delivery.

11. If the impact cannot be justified, how do you intend to deal with it?

N/A

12. What can be done to improve access to/take up of services?

Whilst current allotment demand exceeds demand for formal allotment use. The following recommendations aim to provide more opportunities to allotment garden and be involved in food growing initiatives:

- Review and reissue the tenancy agreement for allotment plot holders.
- Reduce size of plots with the aim of increasing number of newly allocated plots therefore reducing the waiting list
- Consider giving waiting list preference to Brent residents over non residents.
- Develop partnership working and promote the wider benefits of food growing to schools,

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social housing, health providers and arts organisations to raise awareness, increase capacity and establish a network of advocates.

- Revise concession rates for new plots holders only to include an element of means testing.
- Incorporate the grounds maintenance of allotment site within the overall Parks ground maintenance arrangements
- Explore options for increasing the number of self-managed allotment sites
- Explore opportunities to establish new or temporary food growing sites particularly, though not exclusively, in the Wembley and South Kilburn areas.
- In preparing the Development Plan for the borough, it is intended that the Council will propose a planning policy which seeks the inclusion of space for community gardening as part of appropriate large schemes.
- Investigate the potential for the provision of raised bed schemes in parks and open spaces in areas which are identified as having an inadequate number of allotment sites and alternative food spaces.
- Better promotion with the aim of increasing awareness of services and facilities
- Promote the benefits of organic gardening, sustainable food supplies, land use and wildlife as outlined in the council's Green Charter.

13. What is the justification for taking these measures?

The main justification for taking these measures is to increase access to allotments and food growing initiatives and reduce the waiting list to enable applicants to allotment garden.

14. Please provide us with separate evidence of how you intend to monitor in the future. Please give the name of the person who will be responsible for this on the front page.

The strategy will be reviewed on an annual basis and equalities monitoring data will be reviewed as part of this process.

15. What are your recommendations based on the conclusions and comments of this assessment?

It is recommended that this EIA be reviewed in line with the annual review of the strategy document.

Should you:

16. If equality objectives and targets need to be developed, please list them here.

Equality targets will be developed during the first six months of strategy implementation.

17. What will your resource allocation for action comprise of?

Budgets have been allocated to the all recommendations including marketing and outreach with under-represented groups.

If you need more space for any of your answers please continue on a separate sheet

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Signed by the manager undertaking the assessment: Neil Davies

Full name (in capitals please): Neil Davies

Date: 24 July 2012

Service Area and position in the council: Strategy and Service Development Manager – Sports and Parks

Details of others involved in the assessment - auditing team/peer review:

Once you have completed this form, please take a copy and send it to: **The Corporate Diversity Team, Room 5 Brent Town Hall, Forty Lane, Wembley, Middlesex HA9 9HD**

An online version of this form is available on the Corporate Diversity Team website.

Annexe 1.1 Equality Strand Analysis, Key Issues and Proposed Mitigation

The purpose of this document is to identify a profile of the current allotment plot holders and waiting list applicants, explore the issues and needs and identify the proposed mitigation. Whilst undertaking this assessment we are having due regard for the nine protected characteristics namely age; race; disability; gender; sexual orientation; faith; pregnancy and maternity.

This document is divided into three sections:

Section 1 provides a general introduction

Section 2 sets out the Equality Strand Analysis which identifies a user profile for allotment users and waiting list applicants and explores the related issues and needs and identified mitigation.

1. Introduction

The Local Government Association (LGA) has predicted that there will be an on-going increase in demand for allotment provision in future years with a widening diversification of the profile of plot holders. It is anticipated that there will be an increase in the number of female plot holders and that there will be more people under the age of fifty taking on new plots. In Brent this is borne out by comparing the profile of those registered on the waiting list with the profile of current allotment holders. In order to meet this renewed and increased demand and to ensure the efficient and cost effective management and administration of the service, it is essential that Brent Council has a clear strategic vision for future allotment and food growing provision in the borough.

The document has been produced following detailed desk research, best practice visits and a comprehensive consultation process which was aimed at assessing the current attitude with regard to existing allotment provision, as well as identifying views towards opportunities for an alternative programme for food growing.

2. Equality Strand Analysis

Prior to examining the key equality strands the following borough characteristics were taken into consideration when developing the strategy:

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- Brent is one of the most densely populated outer London boroughs with an average density of **61 persons per hectare**. The increasing number of homes and the high densities of new housing developments, especially in Wembley and South Kilburn mean that this rise in demand is likely to be exacerbated in the future as the population growth as outlined below.
- The population for the London Borough of Brent was 263,500 in the 2001 Census. The 2011 Census population estimate for Brent equates to 311,200. The population between 2001 and 2011 has therefore changed significantly and represents a percentage increase of around 18 per cent.
- In terms of gender breakdown, the 2001 Census shows that the number of males in Brent was 127,800 and the number of females was 135,700. The 2011 results show an increase in the number of males to 156,500 and the number of females to 154,800.
- The 2011 Census shows that there were 110,300 households in Brent with at least one resident.
- **The vast majority of new homes being provided in Brent are flats, which comprised 90% of new homes built in 2010/11.**
- The neighbourhoods experiencing the highest levels of deprivation are largely located in the south of Brent. However, this situation has changed with high levels of deprivation now seen in pockets of the north of the borough. Indeed, 19 out of Brent's 21 neighbourhoods have become more deprived. The specific reasons for this rise in deprivation are not fully known, but the most deprived residents also have the lowest income levels, highest unemployment levels, poor and overcrowded housing and the worst health outcomes²³. The prevalence of life-limiting health conditions and health inequalities is also higher within the localities (**Harlesden, Willesden and Kilburn**) experiencing greatest deprivation
- Brent has one of the highest levels of migration in London and has the **second highest** number of adults entering the UK and registering for a National Insurance Number.
- 18,780 people registered for a National Insurance Number in 2008/09, representing the first decrease since 2003.
- Brent has the **3rd lowest** average annual income in London.
- Approximately **16% of households in Brent** have an **average annual income of £15,000 or less**.
- Brent has the **15th highest** employment rate in London. In July 2010, unemployment rate was 5.29%, and is above both the London rate (4.37%) and Great Britain rate (4.09%).
- Since June, 2008, Brent has had **an increase of 3,516 people** claiming JSA and National Insurance credits. Claimant levels are the **9th highest** in London.
- Male JSA claimants are more than double female Job Seekers Allowance (JSA) claimants in Brent, with 6,323 males and 3,136 females claiming JSA as at May, 2010.
- Since June 2008, there has been **an increase of 6,280 (18.34%) people** claiming housing and council tax benefits from the council.
- Modelled data shows Brent has **one of the lowest Gross Domestic Product levels** in London Boroughs after the recession. The GDP is the total value of goods produced and services provided in a country during one year
- 48% of population born outside of the UK¹
- 130 different languages are spoken in Brent schools

¹ DMAG 2008, A profile of Londoners by country of birth Estimates, 2006 Annual Population Survey

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Approximately ten % of current plot holders, and those on the waiting list, reside outside of the Borough area

The following key headlines around health and well-being have also been taken into consideration:

- There is an **11 year gap** in life expectancy for men between the wards of Queensbury and Harlesden.
- In Harlesden, there is a **13 year gap** in life expectancy between males and females, while in Northwick Park, the gap is **one year**.
- Cancer and coronary heart disease (CHD) are the most common causes of hospital admission in Brent and levels are **increasing** for CHD, but **decreasing** cancer.
- Brent has the second highest prevalence of diabetes in London; and; rates of tuberculosis (TB) are amongst the highest in the country
- Chronic Obstructive Pulmonary Disease (COPD) is an entirely preventable disease, mainly caused by smoking which is currently affecting approximately 3.5% of the Brent adult population.
- Mental health is a growing problem for Brent, currently there are approximately 4,500 people claiming benefits for this illness.
- **Obesity** among Brent adults is estimated to be 21.6%, which is below the England average of 23.6%.
- **Childhood obesity** is 10.6% which is above the England average of 9.6%, however, obesity levels

The collation of demographic and equalities monitoring data is currently being reviewed so for the purposes of the strategy the data collected from the consultation with current plot holders and waiting list applicants has been used to create a user and future user profile.

One of the main findings from the consultation is that the profile of waiting list applicants is more reflective of borough demographics with more women, families and younger people requiring an allotment compared with the profile of current holders.

Whilst the following headings simply provide a framework, it must be acknowledged that the effects of the proposals will be different for each individual and may not necessarily relate to a specific demographic characteristic.

Black African and Minority Ethnic (BAME) – Race

63% of plot holder respondents identified as White of which 13% identified as White Irish and 19% White Other compared to 67% on the waiting list of which 10% identified as White Irish and 17% as White Other. A high percentage of the White Other from both current plot holder and waiting list applicant identified as Eastern European where there is a strong food growing tradition.

Two clearly identified pattern changes were where 23% and 7% of plot holders identified as Black and Asian respectively compared to 11% and 12% on the waiting list.

57% of the population are black, Asian and minority ethnic groups; this is double the ²outer London average. Chart 1 and 2 below clearly shows the comparison.

² GLA projections 2010

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Chart 1: Race comparison - surveys

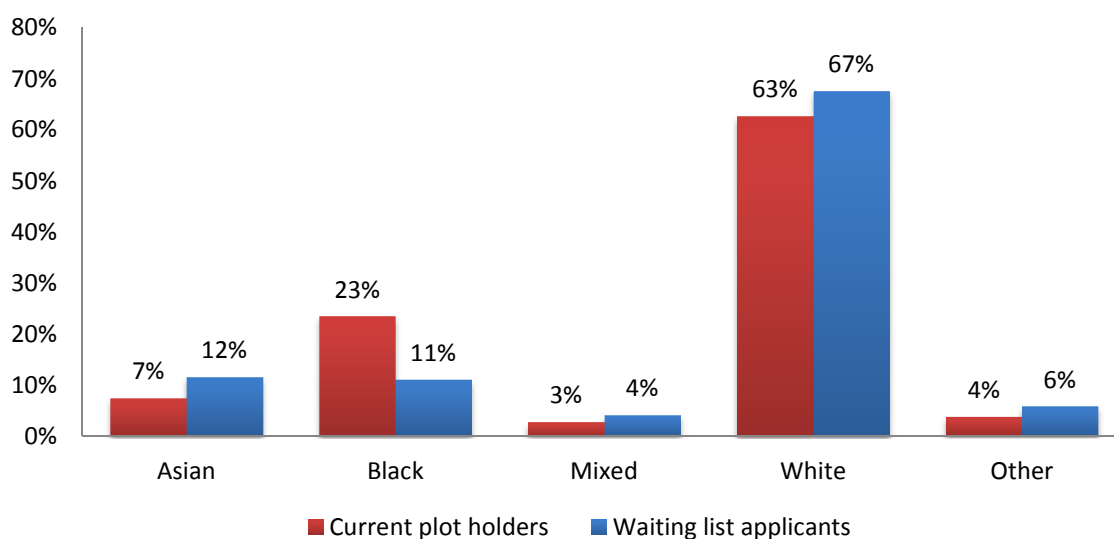
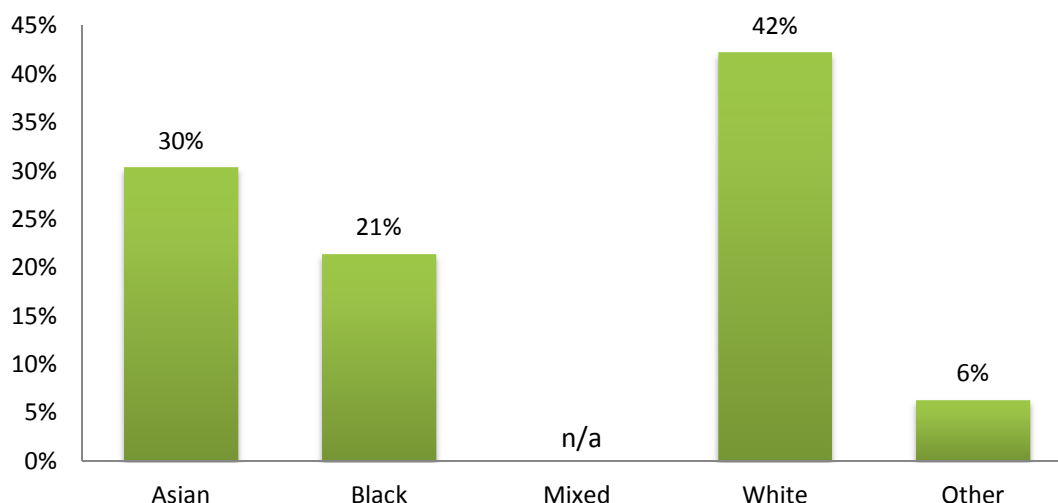


Chart 2 - Race- Borough Profile (GLA Projections 2010)



Issues and Needs

Whilst, we are of the opinion that the strategy does not directly discriminate against BAME people; further consultation, outreach and target marketing will be conducted in Year 1 of the strategy with this equality strand.

The London Borough's of Ealing and Tower Hamlets who have similar demographic patterns to Brent have the same issues with under representation in allotment use by the Asian communities and younger people (16-25 year olds).

Research conducted by Tower Hamlets Council and the Black Environment Network between December 2010 and April 2011 with the Asian Pakistani and Bangladeshi communities identified the following issues as barriers to use:

- Site security – Vandalism and Theft
- Lack of, or condition of toilets
- Waste disposal issues

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- Access – condition of site roads and paths
- Site security – personal safety
- Lack of, or condition of shelters or communal buildings
- Access – distance from home/no transport *
- Costs – Rent water, equipment and seeds
- Lack of availability of exotic food plants and climate conditions

Those consulted also perceived allotment gardening and food growing as 'rural' activities for white people. It was also felt that they had more immediate concerns (racism, poverty etc.) and they did not necessarily see the wider benefits of allotment gardening and food growing or how it could positively impact on their lives.

Other issues that were explored particularly amongst the sample female Bangladeshi community were:-

- A number of women had a fear of being harassed by other men (growers and the public)
- There were also some of the land was clean enough (i.e. not polluted) to grow food in.
- Gardening in cold weather was seen as a major deterrent by some as they constantly compared the tropical Bangladeshi climate to the much colder British one

In order to tackle some of the issues highlighted in the research, Tower Hamlets Council targeted a number of community food growing initiatives to the Asian and young community and found that the social support encouraged participation and resolved some of the issues around perceived risk and security.

This research suggested that through the food growing projects there is an increase in 'environmental appreciation and awareness' of participants in its projects. It is likely that first generation British Bangladeshi women had a far greater contact with 'nature' as part of their previous life in Bangladesh. The food growing projects enabled many of these women to re-engage with nature within their present communities in Tower Hamlets.

Mitigation:

- Generally, there is little marketing carried out for allotments as the demand is currently very high and there are reasonably long waiting lists. However, the council acknowledge that increasing awareness with targeted marketing amongst BAME groups, especially in areas where waiting lists are shorter and existing food growing spaces could have a positive impact in encouraging access to sites.
Current food growing groups in the Kilburn and Kensal and Willesden areas are eager to widen their participation and the Council are working with the group to promote their initiatives to waiting list applicants and to the wider community through promotion in the Brent Magazine, parks noticeboards and council website.
- Target areas where there is a high concentration of Asian communities and associated low allotment and food growing project provision e.g. Northwick Park, Preston and Queensbury
- Increase awareness of allotments and food growing initiatives within the BAME communities, particularly relating to the healthy eating and exercise benefits of allotment gardening. One of Brent's sites has specific links to an African Women's group .
Through the strategy, this type of link will be promoted and where possible expanded.

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- Through the strategy, the Council will be looking at ways of improving toilet and washing facilities, and site security in partnership with the allotment holders. We are also looking at improving security on sites, by assessing the fencing, planting and investigating a 'plot watch' scheme. The introduction of smaller and starter plots may also be more attractive to women.
- Waiting lists and plot allocation for each individual site are managed by the Allotments Officer and in the case of Old Kenton Lane, the association. We have committed to ensuring the process of plot allocation and waiting lists is transparent,

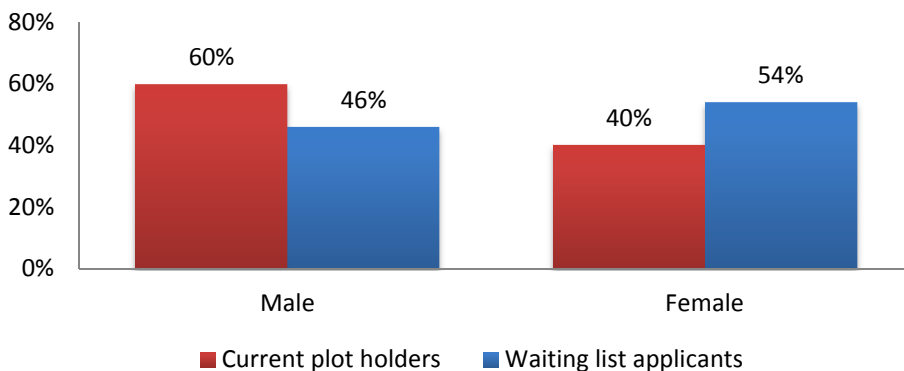
Gender

The image of allotments is one of an older man's domain. We acknowledge historically that the majority of ploholders were older, white males.

The actual gender split for Council rented plots is 40% female and 60% male. The popularity of allotment gardening and 'grow your own' schemes has expanded significantly in the past 5 years and the demographics of those involved on a national scale has changed significantly as a result.

This fits in locally with the waiting list representation being 54% female and 46% male.

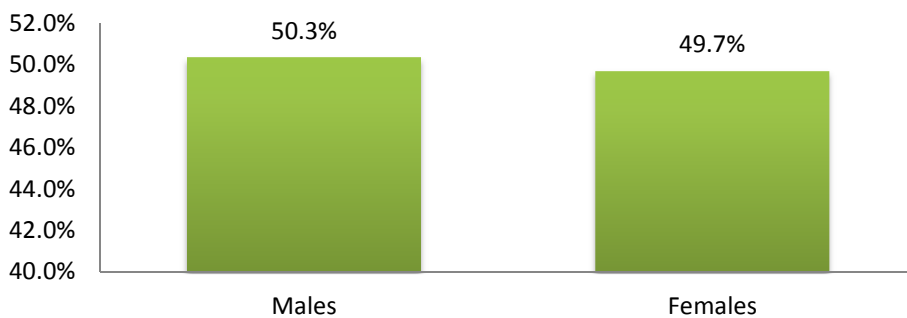
Chart 3: Gender comparison- surveys



Survey response rate: Current plot holders: 92%

Waiting list applicants: 95%

Chart 4: Gender - Borough Profile (ONS mid-2010 population estimates)



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Issues and Needs

There are a large number of women now involved in food growing projects in Brent through the Transition Town movement and 54% of females are waiting list applicants.

This equality strand has highlighted during the recent consultation the following as areas that need to be improved to encourage more females and sustain their involvement:

- Need for some toilet and washing facilities
- issues with site security
- overcoming a predominately male environment

It was also felt that community gardens should be expanded further in Brent particularly in local housing estates and parks. The Women's Environmental Network (WEN) which has links to the Tower Hamlets projects has been bringing minority women together to form community vegetable and herb gardens as part of the Taste of a Better Future Network for the last seven years.

It recognises that such groups have little access to affordable healthy food, particularly traditional fruit and vegetable varieties, or to gardens of their own. WEN's community food growing initiatives encourage women to come out of their immediate family circles by gardening with other people.

Community gardens often bring different cultures and generations' together, improving individual and community confidence and bridging the divide between ethnic, and socio-economic groups. This view was held by participants of Brent's Capital Growth Scheme participants

The Tower Hamlets research project identified that women particularly from Bangladeshi and Pakistani communities had a fear of being harassed as they perceived allotment gardening as a male dominated activity. The community food growing initiatives in their local housing areas reduced this fear and broke down some of the barriers and widened participation with the community. Current allotment holders were involved in educating the participants about food growing and in some cases growing exotic foods.

We should also acknowledge, however, that in some cases men's health and social groups may benefit from the generally male only social groupings and the physical activity undertaken on sites

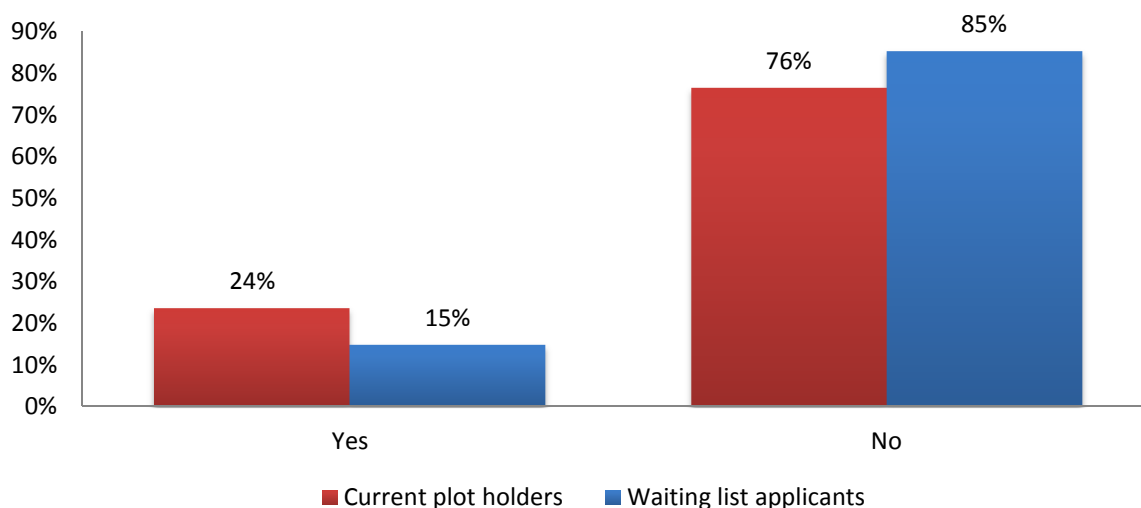
The mitigation around reducing the barriers to use because of the allotments physical environment are the same as those identified in the race equality strand analysis.

Disabled People

24% of plot holders and 15% of waiting list applicant's respondents consider themselves to have a disability, of which 75% and 62% respectively consider that their disability affects their daily life. 15.6% of borough residents state that they have a limiting long-term illness, health problem or disability, which limited the amount of daily activity or work that they could do.

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Chart 5 : Disability comparison- surveys



Survey response rate: Current plot holders: 87%

Waiting list applicants: 95%

The following table outlines the type of disability which will need to be considered when improving current provision.

Type of Illness	Waiting List Applicants %	Allotments Holder %
Physical Impairment	28	29
Mental Health	8	7
Longstanding/health illness	28	42
Sensory	1	3
Not specified	35	19

National research conducted by the Countryside Agency in 2010 suggested that for disabled people, the principal factors related to non-use and reluctance to be involved in food growing projects, is a lack of knowledge of suitable facilities, as well as a basic lack of provisions for disabled people e.g. accessible toilets, washing facilities, even surfaces, raised beds. Social isolation also played its part and there was a feeling of vulnerability due to the inherent unpredictability of the allotment site environment.

Mitigation: The strategy will endeavour to deliver positive impact on opportunities for disabled people. In fact, there currently are a number of sites which provide plots and have partnerships with groups whose clients have both physical and mental health related disabilities. There are specific actions within the strategy for:

- improving where possible the accessibility of sites and ensuring food growing schemes are accessible for people with special needs,
- developing closer links with organisations which promote and develop the use of horticulture to improve health, well-being and life opportunities in Brent

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- encouraging NHS, Social Work, Community Health and Care Partnerships to promote allotment gardening and food growing initiatives

Smaller plots have been introduced to ensure that those who may be less physically able can also share in the benefits of allotments.

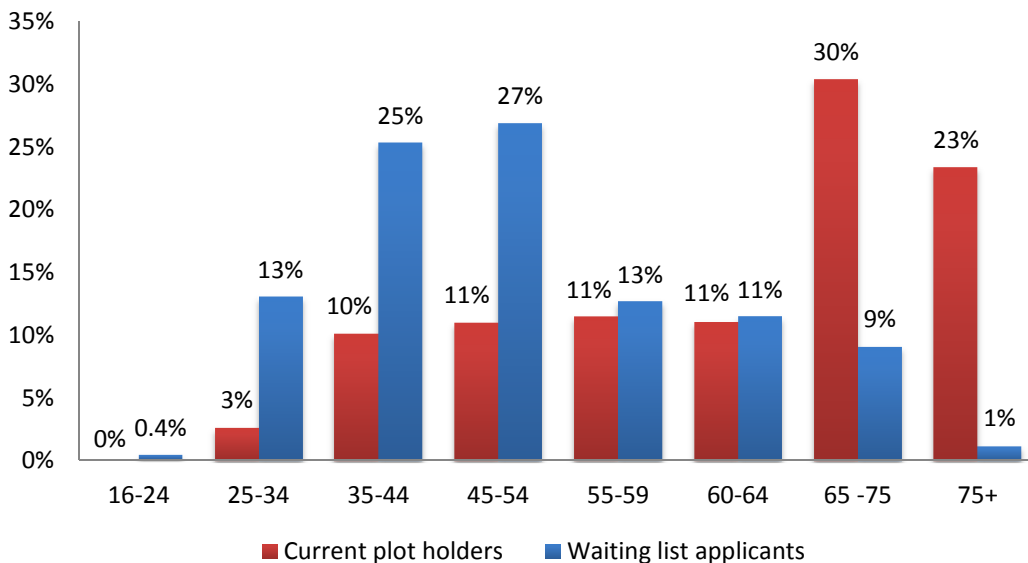
Older people/younger people - Age

53% of current plot holders are aged 65 plus as compared to 10% on the waiting list. 75% are aged 55 plus as compared to 34% on the waiting list, 21% are aged 35-54 as compared to 52% on the list and 3% are aged 25-34 as compared to 13%

The waiting list applicant profile is more reflective of the borough wide picture in which 33% of residents are aged 20-39 and 36% are aged 40-59. 14% of residents are aged 60-79 and 3.21% are aged 80+.

There could be a number of reasons for this changing demographic including the fact that after a few years on the waiting list, people take on an allotment plot – and then tend that allotment for 10, 15, 20 years as outlined in Chart 8 below. During that time they themselves move up a few age brackets, so the age profile of existing allotment holders is always likely to be higher than for those on the waiting list. This statistic is important and it does influence and vary priorities for improvement

Chart 6: Age comparison- surveys



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Chart7-Age of Brent - Borough Profile (ONS mid-2010 population estimates)

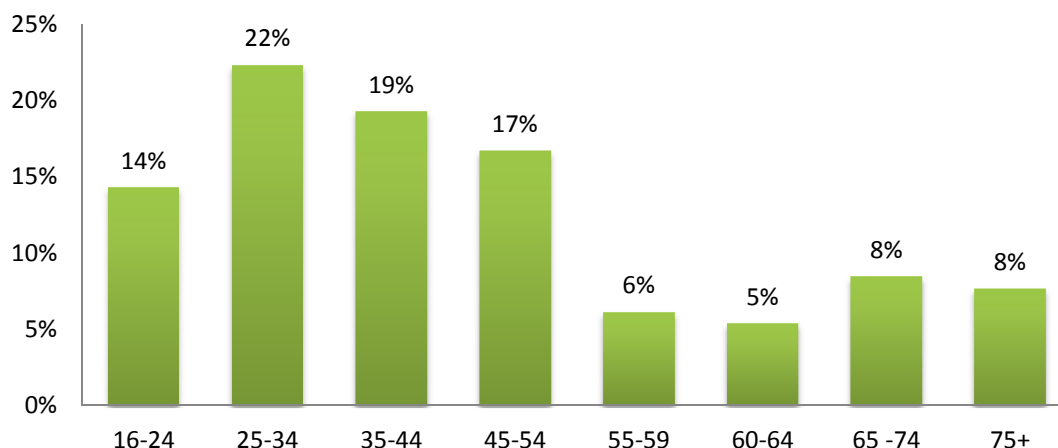
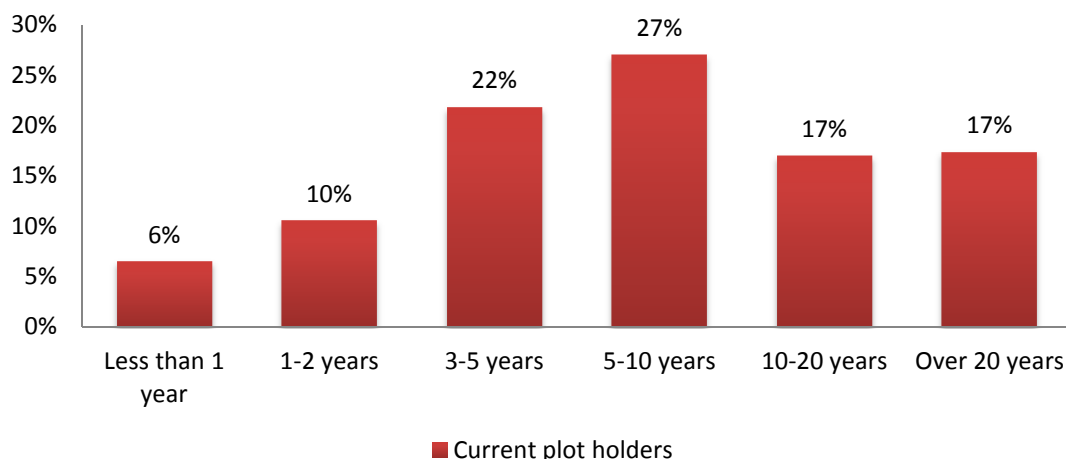


Chart 8: How long have you had the allotment?



Issues and Needs:

Whilst, the waiting list applicant profile is more reflective of the borough wide picture; there is still low usage amongst the 16-24 and 25-34 year age groups, and older females.

The recent allotment holders and waiting list applicants' consultation identified the barriers to the use by older females in particular have been identified as:

- topography of sites
- site security
- toilet facilities
- size of plots and physical ability to maintain a plot to the required standard

All of the above issues are explored within the strategy, in terms of physical improvements to sites along with the introduction of smaller and starter plots. Improvements will be explored within the financial restraints and alternative funding opportunities will be investigated.

The main barriers to greater allotment use by young people were negative perceptions of outdoor activities, other priorities, peer pressure and a dependency on

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adults. Again it was perceived, there was a lack of appropriate facilities e.g. toilets, cleaning facilities for their particular group.

Consultation with the Capital Growth schemes shows that younger people are actively involved in local community garden schemes as family units particularly in the area of fruit harvesting. In addition, 63% of waiting list applicants intend to allotment garden as a family. This area will be actively promoted in the strategy.

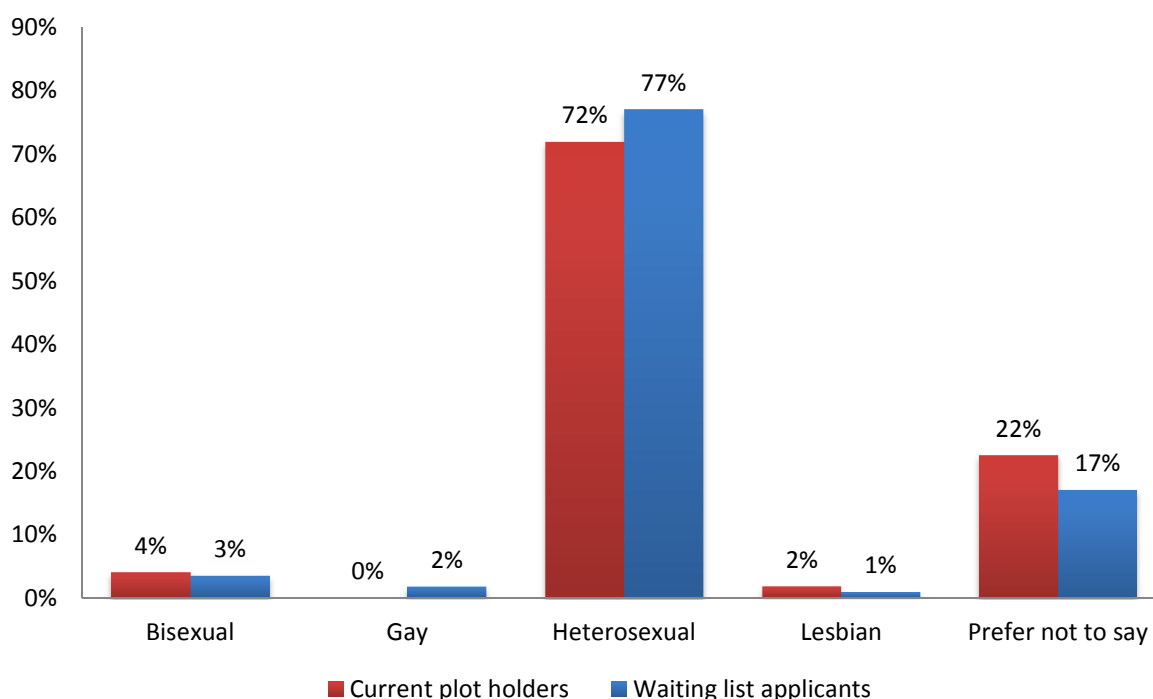
Old Kenton Lane Allotment Association and Gladstone Park Gardens already have links with local schools and carry out education in food production and use, wider environmental education and promotion of healthy lifestyles. Through the strategy, these links will be further promoted and expanded across the Council's sites.

Lesbian/Gay/Bisexual/Transgender people

72% of plot holder respondents identified as heterosexual compared to 77% on the waiting list. 22% preferred not to say compared to 17%, 2% identified as lesbian compared to 1%, 0% identified as gay compared to 2% and 4% as bisexual compared to 3%. The Census 2011 will provide borough wide figures when released later this year.

We are of the opinion that the strategy proposals not directly discriminate against any individual on the grounds of their sexuality.

Chart 9 : Sexual orientation comparison - surveys



Faith

59% of plot holders are Christian compared to 45% on the waiting list, 1% are Hindu as compared to 5% and 5% are Muslim as compared to 6%. The Borough profile shows that 48% of the borough population are Christian which is reflective but the variance appear with 17% of population are Hindu's and 12% are Muslim.

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We are of the opinion that the strategy proposals do not directly discriminate against any specific faith group.

We have committed to ensuring the process of plot allocation and waiting lists is transparent.

Chart 10 Faith comparison - surveys

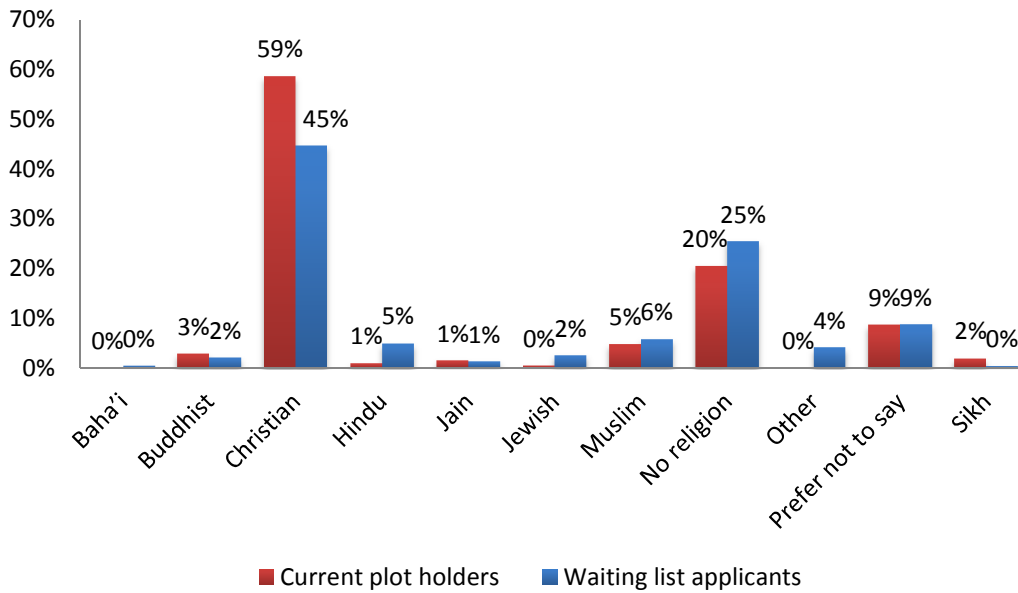
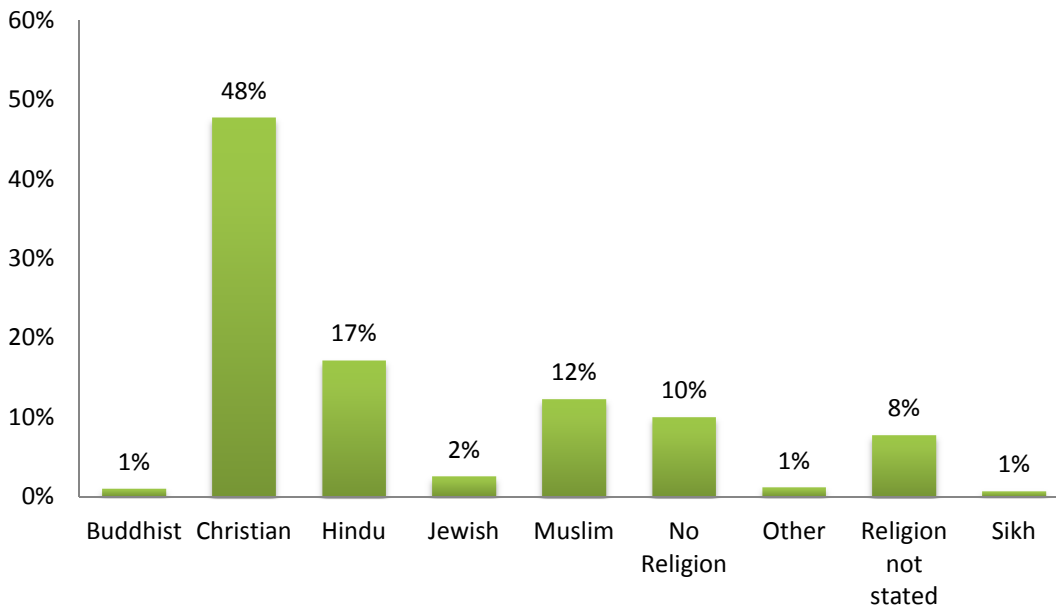


Chart 11 Faith Borough Profile(2001 Census)



Pregnancy and Maternity

The strategy proposals do not directly discriminate against any individuals on the grounds of maternity and pregnancy, it in effects promotes equality of opportunity. If through pregnancy an allotment holder is not able to cultivate the plot, they need to notify the allotment officer to avoid the issue of a non-cultivation notice.

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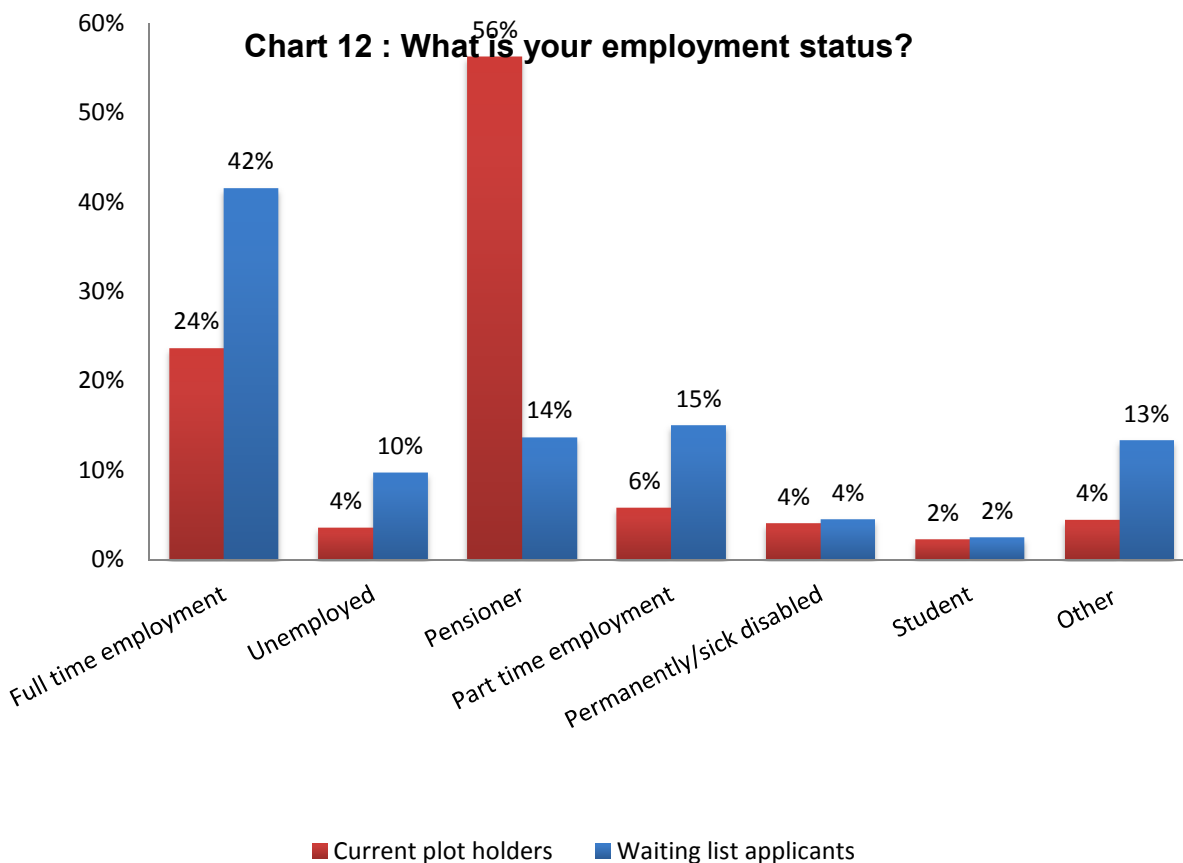
Note: If individuals are having issues with cultivation on grounds of age or disability; they should notify the allotments to discuss ways of solving the problems.

Employment Status and Deprivation

Whilst income and deprivation is not an equality strand, this issue has been raised as it needs to be considered in a review of the concessions management arrangements:

- 24% of allotment plot holders' respondents are in full-time employment compared to 42% waiting list applicants' which fits in with the younger age group.
- 4% are unemployed compared to 10% on the waiting list
- 56% are pensioners compared to 14% on the waiting list
- 6% are in part-time employment compared to 15%.
- 4% of both plot holders and waiting list applicants are permanently sick/disabled.

This is line with 53% of allotment plot holders' respondents receiving a concession as outlined in Chart 13 . On a borough wide level, parts of the borough continue to suffer high levels of social and economic disadvantage. Nationally, Brent is ranked 35th out of 354 areas in the Indices of Multiple Deprivation (IMD) 2010 (1=most deprived,354=least deprived).This is a drop of 18 places since 2007.The neighbourhoods experiencing the highest levels of deprivation are largely located in the south of Brent. Brent's unemployment rate has been steadily increasing since April 2008, and at 9.6% is marginally above the rates for London and Great Britain. In addition, Brent has the highest rate of youth unemployment compared to neighbouring boroughs with 2,215 16-24 year olds not in education employment or training. These issues need to be considered when reviewing fees and charges including current concession arrangements.

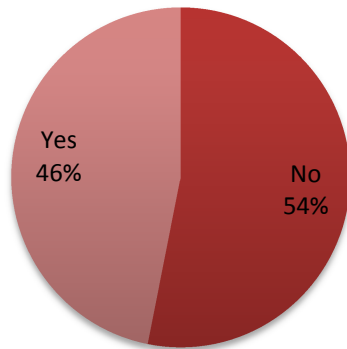


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Survey response rate: Current plot holders: 90%

Waiting list applicants: 94%

Chart 13: Concessions Source: Colony

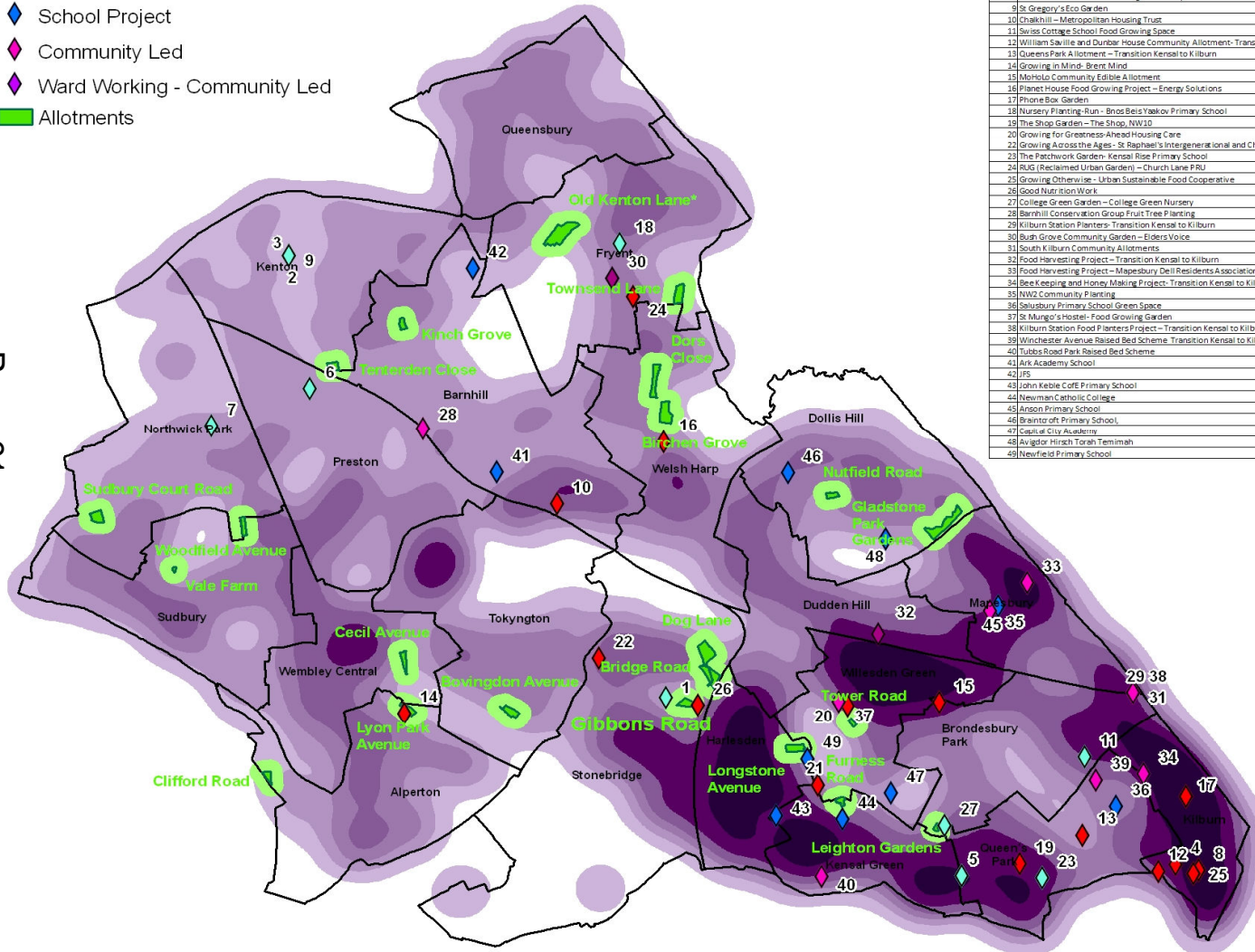


Annexe 1.2- Housing Density Map is on the next page

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Scheme Type

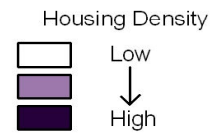
- ◆ Capital Growth
- ◆ Capital Growth - Schools
- ◆ School Project
- ◆ Community Led
- ◆ Ward Working - Community Led
- Allotments



ID	Project Name
1	The Swaminarayan School
2	Eco Garden - St. Gregory's Catholic Science College
3	Grange Growth- ABI Associates with Elders Voice
4	Old Club - Christian Holt House
5	Embankment Vegetable Garden - Princess Frederica CE VA Primary School
6	The New Lunch Garden- Preston Park Primary School
7	Grow Galore- Byron Court Primary School
8	Granville Greens- Brent Housing Partnership
9	St. Gregory's Eco Garden
10	Chalkhill - Metropolitan Housing Trust
11	Swiss Cottage School Food Growing Space
12	William Saville and Dunbar House Community Allotment- Transition Kensal to Kilburn
13	Queens Park Allotment - Transition Kensal to Kilburn
14	Growing in Mind- Brent Mind
15	Moholo Community Edible Allotment
16	Planet House Food Growing Project - Energy Solutions
17	Phone Box Garden
18	Nursery Planting- Run - Bros Beis Vaakov Primary School
19	The Shop Garden - The Shop, NW10
20	Growing for Greenness-Ahead Housing Care
21	Growing Across the Ages- St Raphael's Intergenerational and Children's Centre
23	The Patchwork Garden- Kensal Rise Primary School
24	RUG (Reclaimed Urban Garden) - Church Lane PRU
25	Growing Otherwise - Urban Sustainable Food Cooperative
26	Good Nur from Wark
27	College Green Garden - College Green Nursery
28	Barnhill Conservation Group Fruit Tree Planting
29	Kilburn Station Planters- Transition Kensal to Kilburn
30	Bush Grove Community Garden - Elders Voice
31	South Kilburn Community Allotments
32	Food Harvesting Project - Transition Kensal to Kilburn
33	Food Harvesting Project - Mapebury Dell Residents Association
34	Bee Keeping and Honey Making Project- Transition Kensal to Kilburn
35	NW2 Community Planting
36	Sudbury Primary School Green Space
37	St. Mungo's Hostel- Food Growing Garden
38	Kilburn Station Food Planters Project - Transition Kensal to Kilburn
39	Winchester Avenue Raised Bed Scheme- Transition Kensal to Kilburn
40	Tubbs Road Park Raised Bed Scheme
41	Ark Academy School
42	JS
43	John Keble CofE Primary School
44	Newman Catholic College
45	Anson Primary School
46	Barnhill Primary School
47	Capital City Academy
48	Avigdor Hirsch Torah Temimah
49	Newfield Primary School



Allotments and Food Growing Sites in Brent with Housing Density



*Note: Old Kenton Lane allotment is self-managed

Source: Colony Allotments Management System 2011
Note: non-cultivation data not currently available



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24th July 2012
Produced by the GIS Development Team

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Annexe 1.3 – Food Growing and Allotments Strategy Consultation Plan

1. Introduction and Background

The Local Government Association (LGA) has predicted that there will be an on-going increase in demand for allotment provision in future years with a widening diversification of the profile of plot holders. It is anticipated that there will be an increase in the number of female plot holders and that there will be more people under the age of fifty taking on new plots. In Brent this is borne out by comparing the profile of those registered on the waiting list with the profile of current allotment holders.

In addition to the 22 council owned allotment sites there are currently 49 independent food growing spaces in the borough. In order to meet the renewed and increased demand for food growing provision and to ensure the efficient and cost effective management and administration of the allotments service, it is essential that Brent Council has a clear strategic vision for future allotment and food growing provision in the borough.

The aim of this document is to set out the Food Growing and Allotments Strategy consultation plan. This consultation does not fall under any specific regulatory guidance as the strategy is not a supplementary planning document. It will be a two stage consultation process: a preliminary stage to gather information to inform the production of the draft strategy, followed by the full public and stakeholder consultation on the draft.

2. Methodology

Stage 1 (Preliminary-consultation) October – January 2012

The purpose of this stage is to seek a wide range of views and comments to inform the draft strategy which will be particularly useful in terms of identifying:

- Allotment holders and potential holders' attitudes to existing provision
- Expectations and needs which are currently unknown within existing service provision levels.
- A qualitative 'vision' for the type of allotment service communities want to see in their areas
- Opportunities for independent food growing spaces, including demand for community food growing space/schemes.

Method	Date	Venue and Time
Meeting with Chair of Brent Allotments Forum	19 October 2011	Brent House

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Allotment Site Representative Focus Group	2 November 2011	Barham Park Lounge, 660 Harrow Road, Wembley, HAO 2HB
Questionnaires to allotment holders and applicants	7 November -5 December 2011	N/A
Email Brent Sustainability Forum members	November 2011	N/A
Method	Date	Venue and Time
Brent Allotment Forum Meeting	6 December 2011	Barham Park Lounge, At 7pm
Check in meeting with site representatives to discuss consultation findings	12 January 2012	Barham Park Lounge, At 7pm

Meetings with Stakeholders

A series of meetings will be held with individuals representing various organisations that have an interest or play a role in allotment and food growing provision. This will help identify existing provision, potential future demand and influence policies. It is anticipated that meetings are likely to be held with representatives from the following council departments and organisations:

- Brent Council service areas - Regeneration and Major Projects, Property and Asset Management, Strategy, Partnerships and Improvement, Planning, Customer and Community Engagement, Children and Families, Arts, Environmental Health.
- Allotment Site Representatives and Brent Allotments Forum (BAF)
- Brent Housing Associations and Registered Social Landlords
- NHS Brent
- Brent Sustainability Forum
- Capital Growth focus group

Stage 2 Formal public and stakeholder consultation, 12 March – 31 May 2012

The purpose of this stage is to conduct a formal public and stakeholder consultation on the draft strategy using the following methods:

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- Questionnaire and supporting documents to be available on the Consultation Tracker and key stakeholders notified of the consultation process as part of a communication campaign which will include features in the Brent Magazine and ward working bulletins
- Allotment holders and waiting list applicants to be notified of the consultation process directly.
- Paper copies of consultation documentation available on request and at all Brent Libraries, Sports Centres and One Stop Shops.
- Parks email address to be publicised to deal with any requests for information and or supplementary comments- parks.services@brent.gov.uk
- Press Release to be issued.
- Area Consultative Forums (ACFs) to be attended. There are five (ACF) which give local people a say about the issues which matter to them. At each meeting, residents, businesses and community representatives are able to raise questions about services provided by the council and other agencies in Brent. Chaired by a councillor, each area forum meeting is open to the public and is held during a weekday evening in an accessible venue
- Service User Consultative Forums (SUCFs) to be attended. The SUCFs were created to encourage specific service users to comment on service delivery.
- Allotment Site Representative and BAF meetings to be attended
- Two drop-in sessions at Willesden Green Library and Brent Town Hall.
- Brent Sustainability Forum meetings to be attended
- Capital Growth focus group session to be undertaken

Outlined below are the date and venue information for the ACF's, public meeting and SUCF's:


ACF Forum	Date	Venue and Time
Wembley	3 April 2012	Patidar House, 22 London Road Wembley, HA9 7EX at 7pm
Kilburn and Kensal	4 April 2012	Granville Plus Community Centre, 80 Granville Road, Kilburn NW6 2BX at 7pm
Harlesden Area	10 April 2012	All Souls Church Station Road Harlesden, NW10 4UJ at 7pm

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Kingsbury and Kenton	11 April 2012	Kingsbury High School, Princess Avenue, Kingsbury, NW9 9JR at 7pm
Willesden Area	18 April 2012	College of North West London Denzil Road, Willesden, NW10 2XD at 7pm
Drop-in Sessions	Date	Venue and Time
Willesden Green	13 March 2012	Willesden Green Library Centre 16:30-18:30
Brent Town Hall - Wembley	28 March 2012	Brent Town Hall 16:30-18:30
Willesden Green	32 May 2012	Willesden Green Library Centre 18:30 – 20:30
SUCF	Date	Venue and Time
Pensioners	5 March 2012	Brent Town Hall, Committee Rooms 1&2 Forty Lane, Wembley, HA9 9HD at 2pm
Voluntary Sector Liaison	8 March 2012	Brent Town Hall, Committee Rooms 1&2 at 6:30pm
Brent Disabled User	15 March 2012	Brent Town Hall,

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		Committee Rooms 1&2 at 2pm
Private Sector Housing	22 March 2012	Brent Town Hall, Committee Rooms 1&2 at 7pm
BME	7 March 2012	Sattavis Patidar Centre, Forty Avenue J/W The Avenue, Wembley Park, Middlesex,HA9 9BE
Brent Youth Parliament	24 th March 2012	Brent Town Hall, Committee Rooms 1&2
Allotments Group	Date	Venue and Time
Site Representatives	5 March 2012	Barham Park Card Room, At 7pm
Brent Allotments Forum (BAF)	20 March 2012	Barham Park Lounge, At 7pm

	<p style="text-align: center;">Executive 20 August 2012</p> <p style="text-align: center;">Report from Director of Regeneration and Major Projects and Director of Children and Families</p>
<p>Wards Affected: All</p>	
<p>Outcome of the Strategic Review of the Brent Schools Portfolio</p>	

1.0 Summary

- 1.1 This report provides an update on the capital available for school expansion and the timeline requiring additional funds for meeting the need for school places in Brent. A total shortfall in funding amounting to £82m has been identified.
- 1.2 According to the current roll projections, by 2020-21 Brent would require 21FE additional primary places, up to 19FE secondary places and 192 new SEN places. The demand is uniformly spread across the borough with hot spots in planning areas 3 & 5.
- 1.3 A portfolio review of Brent schools has been completed based on the analytical model included in the report. This informs the Council's strategy for creating new school places in existing primary and secondary schools as well as explores the options for creating new schools. This includes opportunity for acquiring new land under S106 agreement and creating Free Schools.
- 1.4 Based on the current funding, it is proposed to create 19.5FE primary places by 2015 through existing school expansion. 77 new SEN places are proposed to be created by 2015. A further report will be submitted to the December 2012 Executive for a strategy for developing new secondary places in Brent.
- 1.5 An update on the new temporary places being created for 2012-13 has been included. 490 new places will be available from the autumn term 2012.

2.0 Recommendations

The Executive is requested to:

- 2.1 Approve the current and future allocation of capital set out in Section 4.0 of this report.
- 2.2 Note the current and future demand for primary school places as set out in Section 5.0 of this report.
- 2.3 Agree the strategy for the delivery of primary school places as set out in Section 5.0 of this report.
- 2.4 Note that an additional report will be submitted to the Executive on the strategy to deliver secondary school places by December 2012.
- 2.5 Note that the demand for new school places cannot be met only through expansion of existing schools due to the limited availability of funding; the Council is required to promote additional ways of creating school places by pursuing the current government agenda on free schools and academies.
- 2.6 Agree the criteria set out in Appendix 3 of this report, specifically in relation to the provision of new Free Schools and Academies.
- 2.7 Agree the proposal to acquire Fulton Road (Quintain) and Oriental City properties for the purpose of developing new schools as part of the S106 developer's agreement. Terms to be advised to the Executive for approval.
- 2.8 Approve the principle of creating a new school expansion team as set out in Section 9.0 of this report, which will be subject to a further approval of a business case.
- 2.9 Note the provision of new temporary 'bulge' classes for the academic year 2012-13, as per Appendix 2 of this report, which includes removal of Stonebridge Day Care Centre and Preston Library from the current Council disposal programme for duration of 3-years and 7-years, respectively.

3.0 Background & Purpose

- 3.1 The Council has been reporting a severe shortage of school places in Brent since 2006. In August 2011, a report to Executive highlighted a need for 15FE primary provision by the start of the 2014/15 academic year.
- 3.2 As reported in March 2012, in the light of the supply and demand mismatch, the resource envelope available to the Council and the policy environment surrounding the provision of new school places, the Council has developed a four year strategy under the School expansion Programme 2012-16. This includes:
 - Delivering the permanent expansion schemes previously agreed by the Executive in August 2011, with a view to providing new permanent Reception classes by April 2013.
 - Initiating a further programme of temporary bulge class provision to increase primary capacity from September 2012, listed in this report.

- Adopting a ‘rolling programme’ approach to primary school expansion based on smarter procurement, construction and project management arrangements than those employed to date.
- Integrating SEN provision within the school expansion rolling programme, rather than treating it separately.
- Vigorously pursuing all options for secondary school improvement and expansion, in anticipation of the future demand.
- Continuing to lobby government for the additional resources required to meet our statutory obligations.

4.0 Capital Allocation

4.1 There has been an on-going lobbying campaign in conjunction with London Councils, to highlight the school places pressure across London and those particular to Brent. The campaign has been highly successful and Brent received £24.8m allocation of Basic Need Safety Valve money in October 2011. In addition due to the severe shortage of Primary School places nationally the government allocated further Basic Need funds in December 2011 and Brent received a further £24.09m; the third highest allocation in the country. An additional £30.8m Basic Need allocation was received in April 2012 which was the highest allocation in the country. The three allocations total £79.7m.

4.2 The above allocations are insufficient to meet the entire need for school places. There is little certainty if and when the government will provide new basic need safety valve funding, noting that there is a lag between availability of new funding and building new school provision. Prudential borrowing for mainstream places indicated in this section is unaffordable and is likely to compromise other services through reduction of the Dedicated Schools Grant (DSG) funding to schools and/or General Fund Revenue account. Taking account of these considerations, it is recommended that the Council vigorously pursues setting up of Free Schools in Brent, which is further detailed in paragraph 4.6 of this report.

4.3 The total uncommitted main capital allocation, including that available to spend by the end of 2015-16 on new school places is £85.16m (including new and balance of prior year grant allocations) and the Section 106 contribution by end of 2014/15 will equal £7.14m. The total combined capital available for school places is expected to be £92.3m. This includes the unallocated and forecast budgets identified in the table below. These amounts will contribute towards meeting the demand for primary places; although it will not be sufficient to accommodate all of the projected demand for school places especially in both the secondary and SEN provision. Brent must continue to monitor the demand for school places and identify new sources of funding.

Table 1. Capital Programme Allocation

	2012/13 Forecast £'000	2013/14 Forecast £'000	2014/15 Forecast £'000	2015/16 Forecast £'000	Total Forecast £'000
**Phase 1 School Expansion Allocated (Fryent, Mitchell Brook, Barham, St. Robert Southwell)	13,576	5,640			19,216
Unallocated Capital	48,000	3,184	9,896		61,080
Projected Grant*	0	7,861	7,861	8,361	24,083
Sub-Total	48,000	11,045	17,757	8,361	85,163

Potential S106 allocation (future)	915	3,115	3,115		7,145
Total Available Capital (including potential sources)	48,915	14,160	20,872	8,361	92,308
SEN Invest to Save	<p>Prudential borrowing may be available to the Council subject to not breaching prudential borrowing limits and advice will be taken from the Director of Finance and Corporate Services on this issue.</p> <p>Should the Council be minded to investigate the use of Prudential Borrowing, it is proposed that its use would only be on the basis of 'Invest to Save' where it could be demonstrated that any additional borrowing costs at least match revenue savings to the Schools Budget.</p> <p>Approvals would need to be obtained on the basis of individual schemes underpinned by a fully validated business case.</p>				

*Forecast allocation. **For information only; not included in the sub-total/total cost.

4.4 **S106:** £915k of Section 106 (S106) funding is currently available to spend on capital schemes. As part of further S106 allocation, the Council is entitled to receive agreement contributions currently valued at approximately £6.23m by 2014-15 and a piece of land in the Wembley area to build a new primary school by September 2032. The Council is likely to develop a primary school on this land by 2018-19. The S106 Agreement to support this position is in the process of being finalised; the total amount of £6.23m (index linked) is likely to be agreed but the number of instalments and any geographic limitations have not been finalised as yet. An additional site may become available to the Council at Oriental City for development of a 2 FE primary school. Both sites would require formal Council approval to acquire under the S106 agreement.

4.5 Currently, St. Robert Southwell Primary school is in the process of completing a statutory consultation to expand by 0.5FE; a contribution of up to 10% is expected from the school. If further voluntary aided schools were to be expanded, the Council will require that the full LCVAP contribution be offered as contribution to the schemes.

Free School and Academy Programme

4.6 **New funding sources:** The scale of the school place shortfall is likely to require, over the medium term, the opening of new schools in the primary and secondary phases. This includes possible schools on new sites proposed under S106 developments e.g. Oriental City and the Quintain development. In the current national framework, the only options for new schools are via the academy or free school route. To enable the timely exploration of these options, the Council needs to establish a clear policy in relation to new academies and free schools. With Member support, officers have begun appropriate exploratory discussions, with a view to carrying out an informal process for selecting preferred providers. This process has been followed successfully by other local authorities and while it does not have formal legal status and does not preclude free school proposals being submitted by any bidder, it gives the Council a locus and relationship with potential providers which it would not otherwise have and a means of representing the interests of local young people and their communities. Clearly the Council would want to be extremely careful about identifying preferred providers and therefore a list of draft criteria is attached as Appendix 3 of this report for consideration.

4.7 Approximately 19 free schools are due to open in London through the wave 2 applications (2012), of which are nine primary schools, six secondary schools, three all-through schools and one sixth form establishment. The government has recently announced successful wave 3 applications (opening 2013 and beyond), with twenty nine schools due to open in London, of which are fifteen primary, nine secondary, one sixth form and four all-through (none in Brent). As

part of wave 3, five special schools will also be opening across the country, including one secondary school in Westminster.

- 4.8 While the window to submit an application to open a Free School in 2013 has closed, a further round of bidding for free schools is expected to be announced by the Department for Education imminently with a deadline late in the autumn school term. Working towards this timescale will ensure integration of these proposals with the proposals for a four year rolling programme of school expansion outlined above. New funding could be attracted via the Free School government initiative.
- 4.9 In order to meet the projected capacity needs across the school portfolio, it will be necessary to pursue the free school route for funding, thus removing the need for prudential borrowing.
- 4.10 Officers have researched the possibility of a University Technical College, a new style of institution which would provide high quality vocational education to 14 to 19 year olds. This would not be a viable solution to the place shortage in secondary phase because it would be designed to draw from a wide area and would not meet the pressing need for Key Stage 3 places. It could, however, be considered as part of the diversification of provision once plans are in place to meet basic need and if a suitable site becomes available. Furthermore, the criteria for free school partners (Appendix 3) include a requirement to commit to promoting employability and partnership with business, targeted particularly at secondary providers coming forward.

Cost of New School Places

- 4.11 The cost to provide new primary school places based on the current projects for expanding Brent schools are as follows:

Table 2. Cost for developing new school places

	Mainstream Provision			SEN Provision			
	Primary School Expansion	'Bulge' Class in an existing primary school**	Secondary School Expansion~	New Special School	Existing Special School	Additionally Resourced Provisions in Mainstream Schools	Temporary SEN Provision
Unit Cost per Pupil Place	£20.5k	£3k to £5k	£25.1k	£103.4k	£50k	£24k	£37.4k
Cost per FE*	£4.3m	£1.1m	£3.7m	n/a	n/a	n/a	n/a

*Primary FE (7 classes) based on class of 30 pupils. **'Bulge' Class based on class of 30 pupils for a period of 7 years.

~Secondary baseline does not include sixth form; Secondary FE (5 classes) based on class of 30 pupils.

- 4.12 The above estimates are based on current capital projects which do not include the option to buy new land and special cost e.g. feasibility studies & legal cost. The estimate includes design fee and has been calculated using today's value of money; it does not take into account inflation and contingency.
- 4.13 There are several advantages to providing permanent school places, yet temporary provision will be required to provide classes quickly where there is a sudden increase in demand for school places, or to mitigate the risk of reduction in demand, if any, in the oncoming years.

- 4.14 In order to achieve a balance between future expenditure and the need to meet the demand for primary school places, officers are recommending an approximate 90:10 split between permanent and temporary school places to meet the future demand. This may not apply to SEN provision. The cost model is as follows:

Table 3. Cost Model for meeting demand for primary school places up to 2020-21

Primary Provision:			
Forms of Entry	Existing Primary School Expansion £'000	'Bulge' Class in an existing primary school £'000	Total Capital Required £'000
21	90,405		
2 (14 classes)		2,100	
23 (including 10% float)	90,405	2,100	92,505
Secondary Provision			
Forms of Entry	Secondary School Expansion £'000		
19	70,300		70,300
SEN Provision:			
No. of Places Required	Existing Special School £'000	Additionally Resourced Provisions in Mainstream Schools £'000	
173	8,650		
19		456k	
192	8650	456	9,106
Capital Team			
Team required to deliver school expansion projects (4-years)			2,400
Total Capital Required			174,311
		Total Available Capital £'000	
Less: Main Capital Programme Allocation		85,163	
Less: S106 Capital Receipts Allocation		7,145	
Total Capital		92,308	
Net Capital Deficit			82,003

- 4.15 In total, the Council would require £174.31m based on the current cost of school expansion projects if it is to meet in full the current demand until 2020-21. With a forecast budget of £92.3m, this would indicate a net capital deficit of £82.0m.
- 4.16 Based on the shortfall of £82.0m, the Council must continue to lobby the government for new funding and also identify new funding routes, such as, attracting new funding via the free school initiative.
- 4.17 On an initial view, however, It should be noted that although it may appear that the entire primary expansion programme could be funded through the forecast capital of £92.3m, the approach of expanding primary schools only would leave the Council with a significant shortage of secondary places from September 2014. Hence, it would be necessary to spend capital on all types of provision (primary, secondary and SEN) at this stage if the Council is to resolve its long term problems.
- 4.18 Accordingly, the cash flow would be affected and the forecast budget would fall short before meeting the full demand for 2020-21. The current budget allocations would be spent prior to considering any future prudential borrowings, which is not an affordable option for the Council. Due to a long gestation period in such capital schemes, it is most likely that the cash flow will be higher in the later parts of the expansion projects, which has been reflected in the requirement. The only internal option for bridging this gap would be for the Council to incur increased levels of unsupported borrowing. The revenue cost arising from borrowing the total sum of £82.0m would be £5.76m per annum over the period of 40 years post scheme completion. As such this is not an option that would be affordable to either the Dedicated Schools Budget or the General Fund Revenue Budget
- 4.19 Accordingly, the cash flow could be affected and the forecast budget could fall short before meeting the full demand for 2020-21. If it was necessary to bring funding forward within the Capital Programme to meet expenditure this would incur increased levels of unsupported borrowing in the earlier years on a short term basis, incurring increased levels of debt charges by £1.16m (based on 40 years repayment) on the General Fund Revenue Account. However, upon receipt of corresponding grant money in subsequent years the forward funded sums could be repaid and the debt charges arising negated.

5.0 Demographics & Demand

- 5.1 The Greater London Authority (GLA) demographics team has provided its annual update to the roll projections based on the January 2012 pupil census data. The Council has carried out a sensitivity analysis on the latest GLA projections to develop the best case projections. While the data is based on up to date historical school rolls, housing, birth and migration data, it does not model the impact of governmental policy shift on housing benefits, nor does it take into account the 2011 National Census information. The first batch of 2011 census figures released earlier this week, shows that Brent's population has now risen to 311,200 making us the fifth largest London borough. However, the figure used by central government to calculate our grant funding is only 252,105, a massive difference of 59,095 or a variance of 23.4 per cent. These factors could significantly impact the roll projections. ONS is due to release the first set of population and household estimates in July 2012. Brent Council will review the implications in due course and include an update in the December 2012 report if appropriate.

Primary Requirement

5.2 The table below provides a summary of the number of children in Brent without a school place in the current academic year and equivalent datasets for the previous two years:

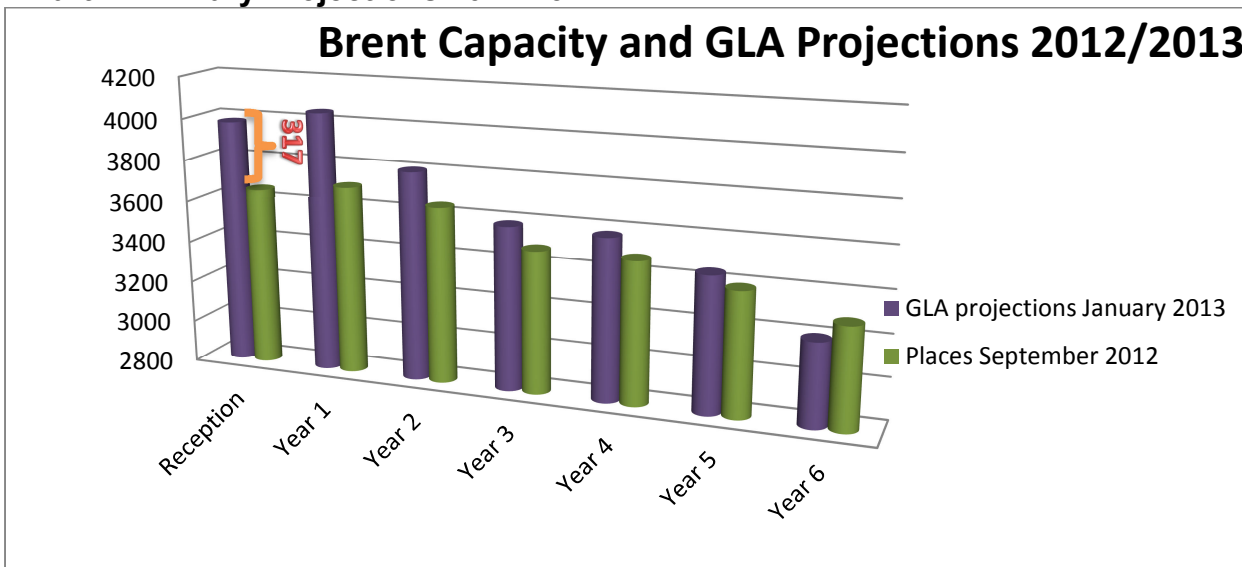
Table 4. Unplaced Children and Vacancies

Year Groups	Unplaced Children 2009-10 19 Mar 2010	Unplaced Children 2010-11 18 July 2011	Vacancies 2010-11 18 July 2011	Unplaced Children 2011-12 08 Feb 2012	Vacancies 2011-12 08 Feb 2012	Unplaced Children 2011-12 06 July 2012	Vacancies 2011-12 06 July 2012
Reception	60	70	10	191	70	148	11
Year 1	30	102	4	90	29	52	0
Year 2	15	107	18	154	2	50	44
Year 3	15	53	61	81	35	50	15
Year 4	4	15	129	68	65	49	58
Year 5	9	15	180	20	171	9	111
Year 6	0	26	110	28	179	10	176
TOTAL	133	388	512	632	551	368	415

5.3 Year on year comparison based on July 2011 and 2012, the Council has a higher proportion of Reception aged children (78 additional) without a school place; however, the total number of R-Y6 children without a school place has fallen by 20.

5.4 **Short Term 2012-13:** The graph below presents a snapshot of the gap between demand and supply of primary school places for the following academic year.

Chart 1. Primary Projections 2012-13

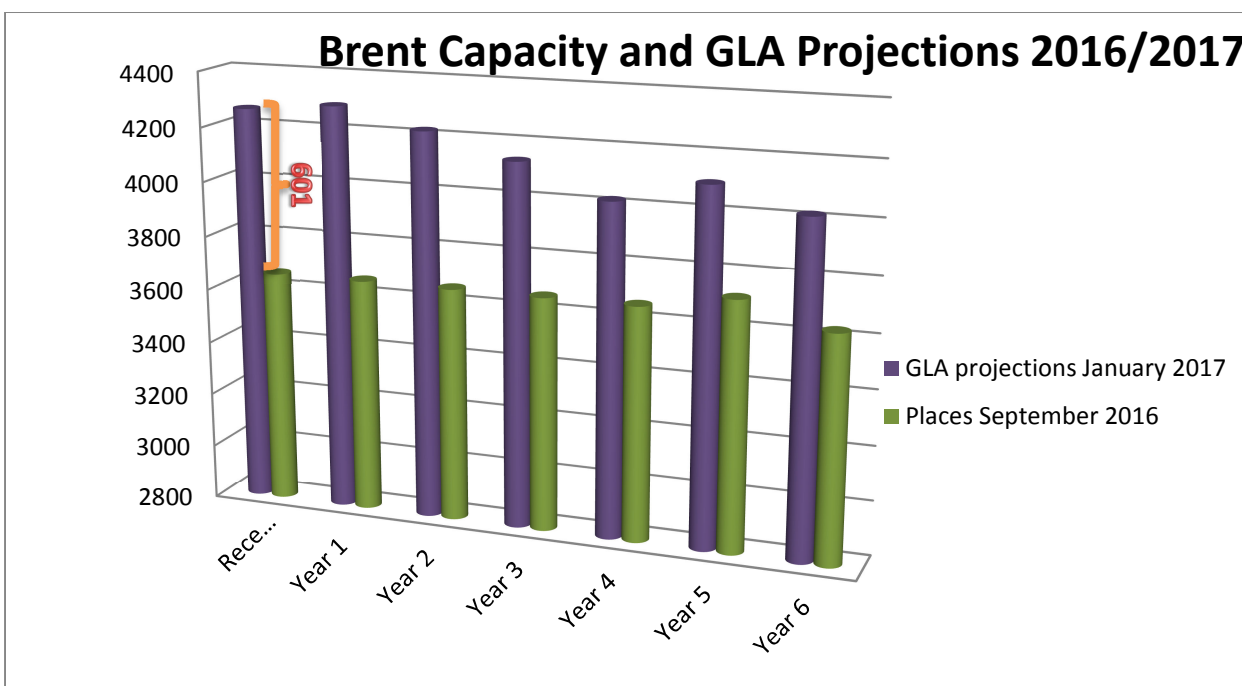


5.5 Similar to the previous five years, GLA 2012 projections tell a familiar story; demand for primary school places in Brent will continue to grow. This year's robust projection is supported by the actual number of applications being received for the 2012-13 academic year. 3717 on time applications have been received by January 15, 2012. We were able to offer all on time applicants a place. This is better than last year when we could not offer 29 children any place at all. Since the closing date a further 413 late applications have been received, compared to

598 late applications for full year last year. Based on previous years' experience, late applications will continue to be received late into the new academic year and account for a small but significant percentage of demand.

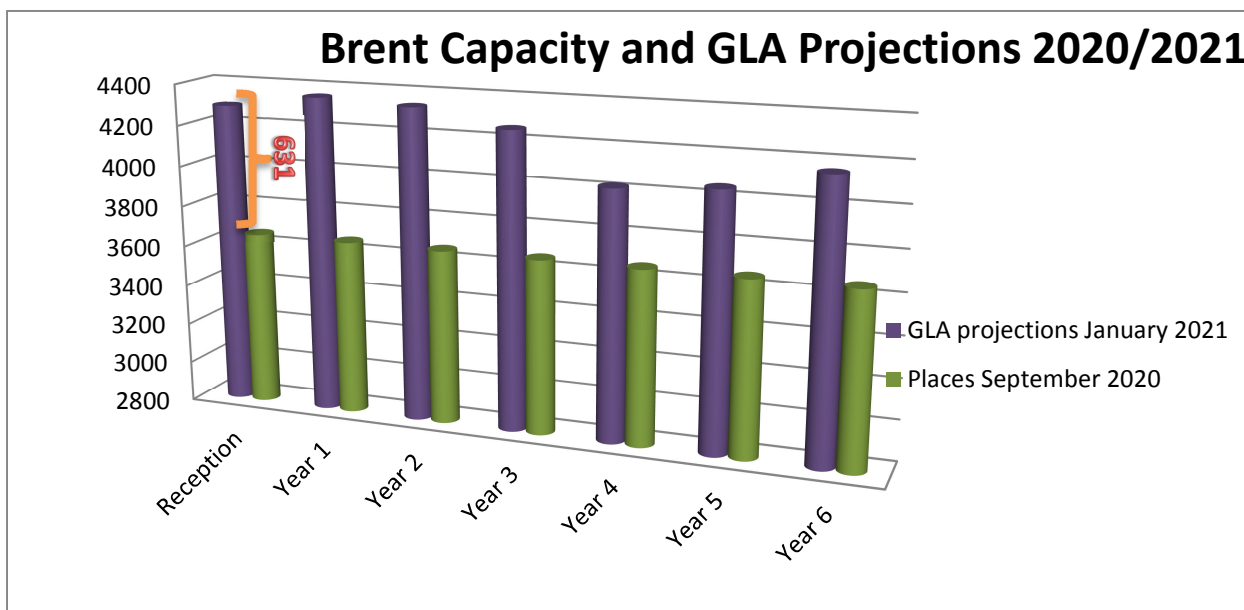
- 5.6 The Council aims to deliver 490 temporary school places by autumn 2012 in order to ensure the maximum number of Brent children have a school place in 2012-13 academic year. Some of these places have already been offered. The list of schools and non-schools where temporary provision is being created is listed in Appendix 2.
- 5.7 We are working closely with schools which have recently expanded on a permanent basis, to take in children in all the year groups rather than solely on a rising year basis (e.g. where the new classrooms are only filled by taking on new reception children, all the new classrooms are not fully utilised until after 6 years from completion of the building works). This will have a positive impact on capacity for year groups 3-5.
- 5.8 **2016-17:** The gap in supply and demand will widen by 2016-17, with a requirement for a projected 601 Reception school places. This equates to 20FE, which means that the majority of the new primary provision must be provided by September 2016.

Chart 2. Primary Projections 2016-17



- 5.9 **2020-21:** The graph below provides a summary of the deficit of primary school places by 2020-21. If no action were to be taken, the deficit in primary school places will continue increasing year on year and will reach untenable proportions i.e. 21 forms of entry based on the requirement for Reception places. The shortage of 21FE excludes the on-going Phase 1 schemes listed in paragraph 5.24 of this report.

Chart 3. Primary Projections 2020-21



5.10 This report focuses on meeting the medium to long term demand for primary school places. A float of +/-10% has been applied to the deficit of 21FE, which means that in the event of any fluctuation in projections, the requirement for new places could move by 2FE up or down. It is also planned that approximately 2FE will be delivered using temporary places in order to respond to the immediate annual shortage of school places and in order to safeguard against sudden peaks and troughs in the roll projections. The net effect of the float and the planned temporary provision of places mean that the Council should aim to provide 21FE permanent school places. The roll projection will be monitored on an annual basis to ensure that the target provision of 21FE could be time adjusted to reflect any major dips or increments.

School Expansion Programme 2012-2016

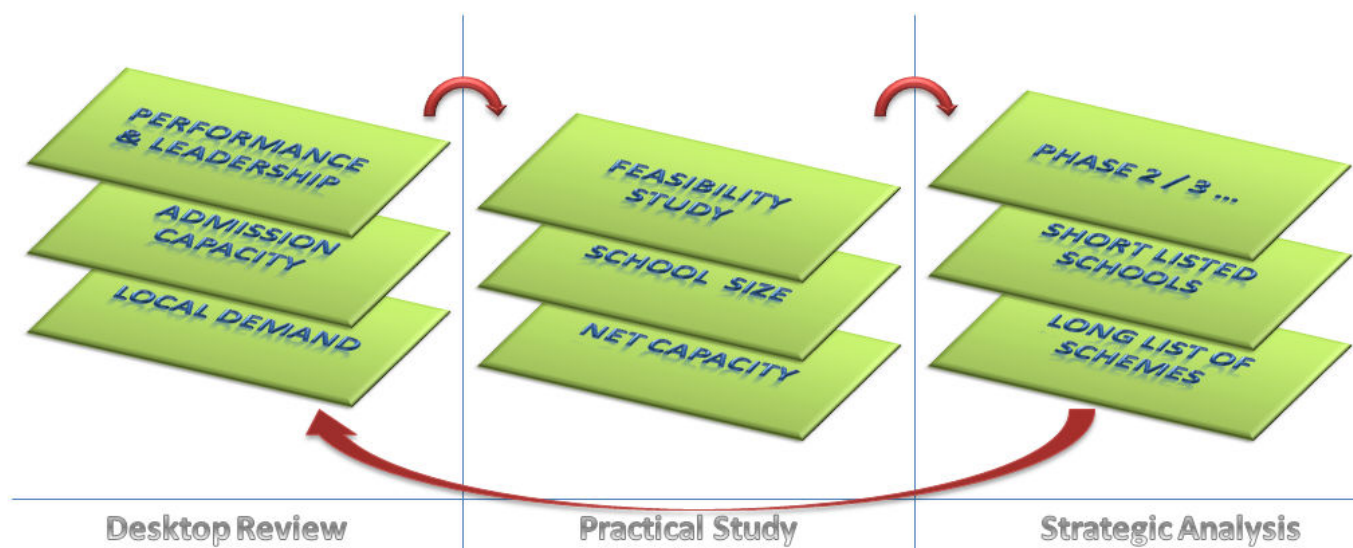
5.11 The Council has developed a four year rolling programme of school expansion based on improved demand forecast, smarter procurement, construction and project management arrangements than those employed to date. The programme will consider the immediate need for primary places, SEN requirements, additional expansion opportunities for secondary schools and explore financial models that may help to deliver these. Given both the condition of the secondary school portfolio, and the relatively higher cost of expansion, the Council will need to explore all avenues of possible funding to avoid a future significant supply and demand mismatch at secondary school level.

Portfolio Review

5.12 In August 2011, the Executive agreed the allocation of £150k from the Council’s Main Capital Programme for updating the information on school condition and CAD database to enable intelligent planning for new expansions and allow timely maintenance work to be scheduled for existing buildings. The Council has completed updating the CAD plans for almost all schools in the borough.

5.13 A full portfolio review has been completed, which takes into account various factors in considering where school places are most needed and which schools could be expanded. A strategic analysis has been completed based on the following model:

OUR APPROACH:



5.14 The process involved a review of data to analyse the demand, capacity and performance in Brent schools. A long list of schools was drawn up, on the basis of which architectural feasibility studies were commissioned to undertake a technical review. The Council now has high level viable design options and an estimate of cost. This was further analysed to produce a short list of schools, from which a phased list of schemes has been drawn.

Primary Expansion:

5.15 The analysis has further developed the following principles established in 2011 as part of the borough wide school consultation process:

Principle 1 – Sufficiency of demand

There must be clear evidence of demand for additional primary places in the local area based on projections of medium term and longer term need.

Principle 2 – Improving learning environment & outcomes, including expanding popular schools

Schools which are identified for expansion must be able to demonstrate that they will be able to provide a good quality of education. The Council will consider the progress and achievements of children currently at the school and the school's capacity for further improvement taking into account an improvement in the learning environment.

Principle 3 – Efficient use of resources

There is a limited capital budget and a large projected shortfall in the number of primary school places. It is therefore essential that scarce resources are used most effectively in order to secure the maximum number of additional high quality school places within the available budget.

Principle 4 – Improving local SEN provision

The demand for SEN placements is continuing to rise and there is a projected shortfall in specialist SEN provision in Brent, both in special schools and additionally resourced mainstream provision. In expanding primary provision, consideration also needs to be given to improving the range and quality of local SEN provision available in Brent.

Principle 5 – Diversity of type of provision

The Council will consider different types of provision that will contribute to the overall objectives of providing high quality school places, cost effectively in areas of greatest need. These options will include:

- a) *Expansion of existing primary schools*
This will involve providing additional forms of entry on existing primary school sites and is dependent on the potential of the site for expansion.
- b) *Establishment of all through schools*
An all through school would be one school covering the primary and secondary phases, funded as a single institution. It would normally occupy a single site/campus at an existing secondary school.
- c) *Establishment of 5 FE primary schools*
A 5 FE primary school would be a large school catering for approximately 1050 children. There is an increase in the number of 5 FE schools opening across the country, in response to pressure on school places.
- d) *Amalgamating schools*
Amalgamating two or more schools can assist in providing additional school places by increasing capacity at single or multiple sites. Amalgamation would require the agreement of the schools concerned.
- e) *'Bulge' Classes*
A 'bulge' class would be one extra class of children in a year group, over and above the school's Admission Number, who progress up the school to the end of Year 6.
- f) *Developing new schools*
This criteria has been added post-consultation to allow creation of new capacity where existing schools are difficult to expand or if an opportunity to create a new school in an area of need arises e.g. a S106 opportunity.

5.16 Appendix 1 lists the schools shortlisted for a possible expansion categorised against the principles mentioned above.

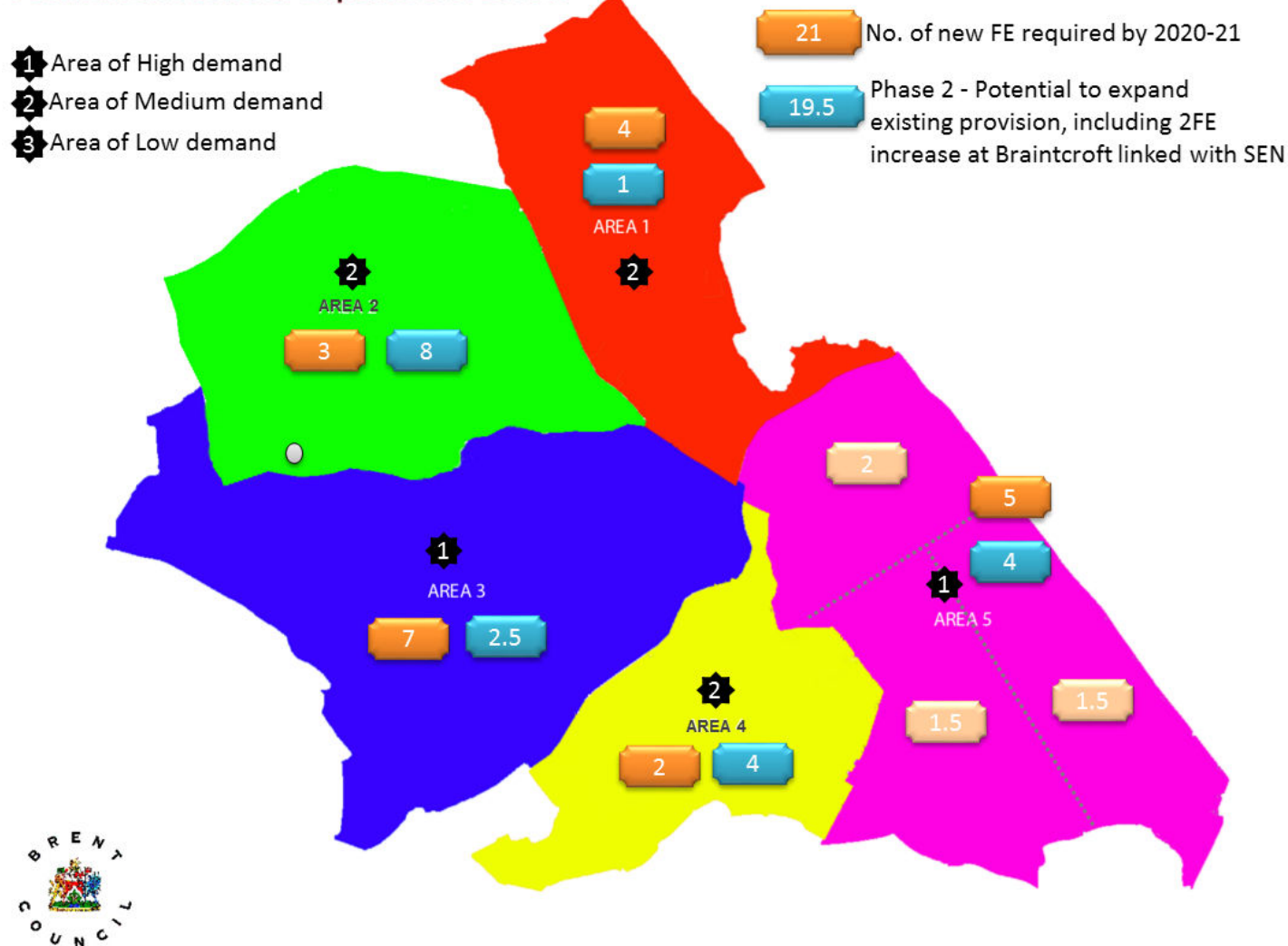
Phasing of Schemes

5.17 The demand for primary school places is spread across the borough. The map below shows the demand by planning area. Planning Areas (PA) are virtual boundaries used as a method to project local demand. However, it must be noted that children more often than not attend schools across the planning areas. This may be attributed to several factors, such as: schools near the boundary of a planning area, parental preference and lack of school places.

5.18 As shown in the map, 21 new forms of entry are required by 2020-21 across the borough. A high level of demand exists across the borough, with a significant requirement in planning areas 3 & 5. Through a complete portfolio analysis, we have identified that potentially 17.5FE could be provided by 2014/15 across all planning areas through permanent expansion of existing primary and secondary schools and a further 2FE at Braintcroft by 2015/16, which is linked to the creating of new SEN places (paragraph 5.41).

Map 1. Primary Projections and Future Capacity

Permanent school expansion review



5.19 A phased approach to providing school places has been considered. Phasing will provide some obvious advantages, such as, provision of school places will match the gap in capacity for the forthcoming years, ensuring the appropriate level of funding is available for the schemes; while those which have inherent property issues are allocated suitable resolution timescale.

5.20 Phasing of proposed schemes is suggested below based on the criteria listed under paragraph 5.15. However, the Council will need to validate the viability of each scheme listed in this report prior to commencing the expansion proposal under each phase. There are several risks which may delay or even stop the implementation of a scheme, such as, a school may oppose an expansion and/or planning constraints may render a scheme unviable. It may be necessary to substitute a scheme with another if any of the proposed schemes is not feasible, subject to due diligence completed by the Council and agreement with the school. In order to address such risks, the full list of schemes proposed in this report will over-deliver capacity; however, in practical terms we are buffering our supply strategy in order to ensure that right amount of places are created in the local areas of need. Hence, we will continue to review the supply and demand closely over the life of the expansion programme.

5.21 Officers will provide a bi-monthly update to members on the progress of the phases and individual schemes. Statutory consultation and procurement reports will be submitted for Executive approval as per the Council's standing orders.

5.22 We have also planned to issue a quarterly newsletter to schools and governing bodies to ensure they are well informed of the proposals across the borough. This will be over and above the specific correspondence with the schools which are being proposed for expansion.

5.23 The projected available funding by 2015/16 is £92.3m, which is most likely to be spent on expansion schemes across the programme including primary, secondary and SEN provision. This means that funding will fall short by the projected amount of £82m during the life period of this programme. It must be noted that some schemes which may be delivered under phase 3 may need to be commenced alongside phase 2 schemes. Hence, it will be necessary to ensure that prior to commencement of each scheme, associated funding cost is committed for the successful completion of the projects across the expansion programme.

5.24 **Phase 1:** On-going expansion schemes in the schools listed below will create new capacity by September 2013.

Table 5. Phase 1 Proposed Schemes

Sr. No.	School Name	Planning Area	No. of New FE	Total Proposed FE	Scheme Cost	Cost/FE	Risk in Delivery
1.	Barham Primary	3	1	4	£4.82m	£4.8m	L – delivery stage
2.	Fryent Primary	1	2	4	£7.33m	£3.6m	L – delivery stage
3.	Mitchell Brook	4	1	3	£4.35m	£4.3m	L – delivery stage
4.	St. Robert Southwell	1	0.5	2	£1.41m	£2.8m	M – subject to completing statutory consultation
5.	Contingency [^]				1.29m		
	TOTAL		4.5FE		£19.2m	£4.2m/FE	

[^]Contingency has been allowed for design and construction risk, which exist at this stage since the schemes are going through stakeholder consultation and statutory requirements.

5.25 **Phase 2:** Schemes which are likely to provide full new capacity by September 2014. The schemes in this phase will be funded from the existing Council funds and will be relatively straightforward to deliver.

Table 6. Phase 2 Proposed Schemes

Sr. No.	School Name	Planning Area	No. of New FE	Total Proposed FE	Estimated Cost	Cost/FE	Risk of Delivery
6.	Wykeham	1	1	3	£4.5m	£4.5m	M – School GB view pending
7.	Uxendon	2	2	4	£8m	£4m	M – school GB view pending
8.	Preston Park	2	2	5	£9m	£4.5m	M – school GB view pending
9.	Wembley High	2	4	4	£12m	£3m	L – school is interested and willing to contribute towards the cost.
10.	Vicar's Green (Ealing)	3	0.5	2	£2.5m	£5m	L – school is interested; Ealing Council will contribute 50% towards a 1FE provision.

11.	Chalkhill	3	2	4	£8.5m	£4.2m	M – school GB view pending
12.	Harlesden	4	2	3	£7m	£3.5m	L – school GB view pending
13.	*St. Joseph Primary	4	1	3	£3.2m	£3.2m	L – school is keen to expand
14.	Leopold	4	1	3	£4.3m	£4.3m	L – school is keen to expand
15.	Northview Primary	5A	1	2	£4.3m	£4.3m	M – school GB view pending
16.	*Princess Frederica CoE**	5B	1	3	£4.8m	£4.8m	M – school is keen to expand; Kensal Rise(former) library is being reviewed.
17.	Contingency^				£6.8m		
	TOTAL		17.5		£74.9m	£4.28m/FE	

*subject to agreement with the Westminster or CoE Diocese **Feasibility Study is underway ^10% contingency has been allowed for design and construction risk, which exist at this stage because since the schemes will evolve through stakeholder consultation and statutory requirements.

5.26 **Phase 3:** Schemes which are likely to provide new capacity by September 2015. The complexity of these schemes will be greater and will take longer to develop and deliver. Funding will need to be validated before commencement of any scheme.

Table 7. Phase 3 Proposed Schemes

Sr. No.	School Name	Planning Area	No. of New FE	Total Proposed FE	Estimated Cost	Cost/FE	Risk of Delivery
18.	Mount Stewart Inf. & Jr.	2	1	4	£4.5m	£4.5m	M - school GBs' view pending
19.	Elsley	3	2	2	£8.5m	£4.25m	M - school GB view pending
20.	Stonebridge Primary	4	1	3	£3.5m	£3.5m	M – Listed building
21.	Malorees Inf. & Jr.	5B	2	4	£9m	£4.5m	M – school GBs' view pending
22.	Braintcroft (& Manor colocation)***	5A	2	5	£26.5m	£13.25m	H – financial risk to not provide VfM. Refer to SEN section.
23.	Carlton Vale Inf / Kilburn Park Jr.~	5C	1	3	£13m	£13m	H – school GBs' view pending; requires fit in with area regeneration. Estimated Cost.
24.	Oriental City	1	2	2	£8m	£4m	M - subject to developer proposal and school competition
25.	Kingsbury Green	1	2	5	£5.3m	£2.6m	M – school GB view pending
26.	Contingency^				£7.8m		
	TOTAL		13		£86.1m	£6.6m/FE	

***Rebuilding of Braintcroft & Manor would be required, which is the reason for a high cost per new FE; refer to SEN section of this report. ~Estimated cost, feasibility not carried out. Rebuilding of the schools may be required, which is the reason for a high cost per new FE. ^10% contingency has been allowed for design and construction risk, which exist at this stage since the schemes will evolve through stakeholder consultation and statutory requirements.

5.27 **Phase 4:** Schemes which are likely to provide new capacity between September 2016 and September 2018. Proposals beyond Phase 4 will require further analysis work and will be largely dependent upon the gap in the provision of school places and the availability of funding.

Table 8. Phase 4 Proposed Schemes

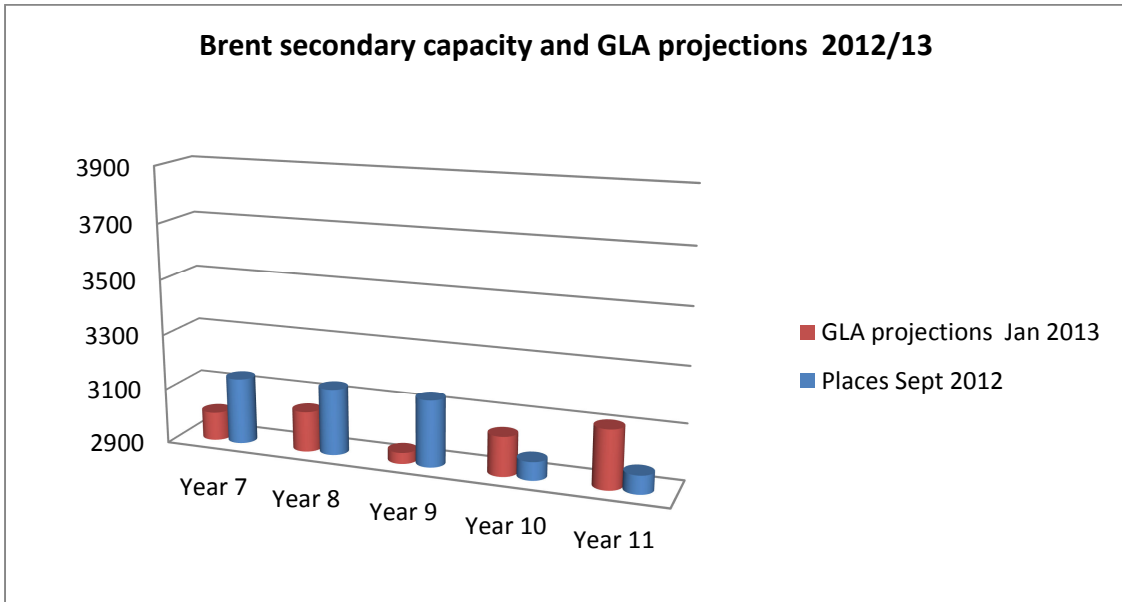
Sr. No.	School Name	Planning Area	No. of New FE	Total Proposed FE	Estimated Cost	Cost/FE	Risk of Delivery
27.	**St Joseph Inf. & Jr.	3	1	3	£4.5m	£4.5m	H – school GBs’ view pending; demand and Diocese agreement
28.	Quintain Site	3	2	2	£8m	£4m	M - subject to developer proposal and school competition
29.	Our Lady of Lourdes RC	4	2	3	£6.5m	£3.2m	M – subject to suitable decant strategy and VfM
30.	**John Keble CoE	4	1	3	£4.5m	£4.5m	H – subject to suitable decant strategy, VfM and demand
31.	**St Andrew & St Francis	5B	1	3	£4.5m	£4.5m	M – subject to costing and demand
32.	Newman College RC	5B	2	2	£6.3m	£3.1m	H – secondary school performance and popularity may affect primary viability.
33.	Contingency^				£3.5m		
	TOTAL		9		£37.8m	£4.2m/FE	

**Feasibility Study is underway

Secondary Requirement

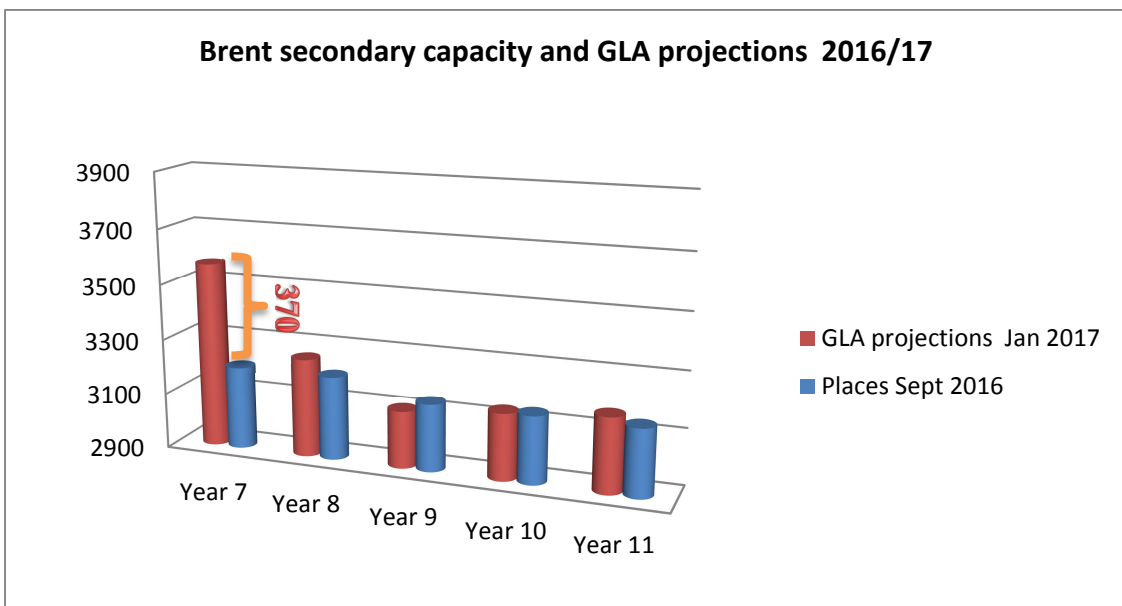
5.28 2012-13: Currently, there are sufficient school places in the borough in year groups 7 to 9 but there is a shortage of places in years 10 & 11.

Chart 4. Secondary Projections 2012-13



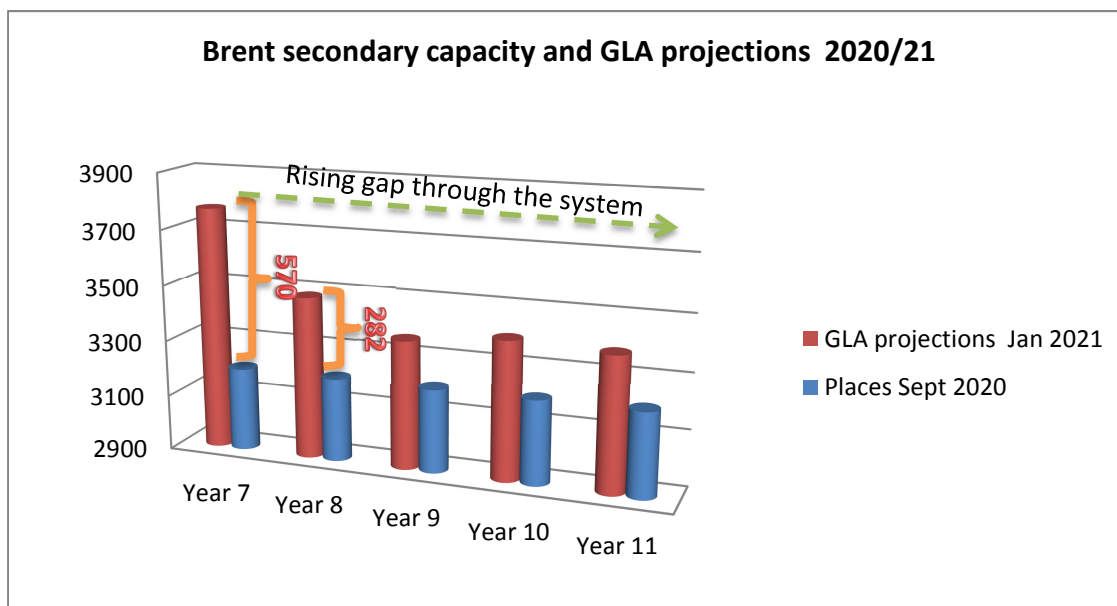
5.29 2016-17: The secondary provision will be under pressure from September 2014 onwards. The demand for secondary school places will outstrip the supply year on year unless new places are created. By 2016 370 (12.3FE) new places will be required. A large proportion of the requirement will be driven by the existing primary demand in the system which is making its way through the rising year groups.

Chart 5. Secondary Projections 2016-17



5.30 **2020-21:** Over the next eight years the demand for secondary school places will mirror the current shortages in the primary sector. An additional 570 new places (19FE) will be required after taking into account the new capacity being created at the Crest Academies.

Chart 6. Secondary Projections 2020-21



Current Secondary Expansion Projects

5.31 The Council has been working with partners in the borough to create new secondary school places. This includes opening of the Ark Academy, which created a 6FE provision in 2010. The Crest Boys' and Girls' Academies are currently being rebuilt, which will add 1FE secondary places at each school by September 2014.

Priority School Building Programme

5.32 The Council had submitted bids for resources to rebuild both Alperton and Copland Schools under the government's £2bn Priority School Building Programme (PSBP). In May 2012, the government announced that 261 of the 587 schools nationally have been successful in the application, which includes both schools in Brent. While more details on the programme are expected over the next few weeks, the aim of the programme is to complete the first PSBP schools in 2014 and all remaining selected schools over the next five years. At the time of writing this report, the Education Funding Agency (EFA) has informed that it aims to deliver schools in 'batches' and that both Brent schools are planned to be initiated in the third quarter of 2014. It is unclear at this stage whether the two Brent schools have been selected for a complete rebuild or high degree of refurbishment. Brent's bids included an option to increase the capacity by 1FE at each site. The EFA is likely to arrange a meeting with the Council and both the schools in the autumn term.

5.33 Since September 2011, the Department for Education commenced surveying schools for collecting building condition of the education estate. Sampling of this data should have been completed during a pilot phase of the programme in April and May 2012. Following this period, the property data surveys were planned to commence in phases. The first phase was scheduled to be completed by end May 2012 and the final phase is estimated to be completed by September 2013.

Next steps

5.34 There is clearly a need to significantly increase secondary capacity. While the Council's main focus so far has been to meet its statutory need in terms of primary provision, it must now also focus on providing more secondary places. The Council has been reviewing existing secondary capacity and it may be possible to increase the supply of school places in existing Brent schools but it is unlikely to meet the entire need. The key challenge as always is the lack of funding to provide new school places. In the report to the Executive in August 2011, we identified the baseline cost to develop secondary school places.

Special Education Needs – Primary & Secondary

5.35 The Council's Special Educational Needs (SEN) and Disability services have faced pressures arising from increased demand for specialist education placements for a number of years. This increase in demand is in line with a national trend and is due to a combination of factors including: advances in medical technology and higher survival rates of children with complex needs and increases in medical diagnoses for conditions such as autism. It has also been exacerbated in Brent by increased immigration and population growth.

5.36 By 2020, it is projected that 192 new SEN places will be required; of which 86 will be for primary aged children and 106 for secondary school pupils. The SEN requirement is over and above the mainstream places needed in Brent. The following table summarises the net requirement for new SEN places in the borough.

Table 9. SEN Requirement

Age Group/Phase of Education	Type of Provision	Total Additional Requirement		Type of SEN						
				ASD/SLCN*		BESD*		SLD/PD/PMLD*		Complex VI and/or HI*
		2016	2020	2016	2020	2016	2020	2016	2020	
PRIMARY	Special School Places	56	71	23	29	4	5	27	34	0
	ARP Places	12	15	8	9	0	0	0	0	6
	TOTAL PRIMARY	68	86	31	38	4	5	27	34	6
SECONDARY	Special School Places	79	102	24	32	5	7	46	59	0
	ARP Places	3	4	3	4	0	0	0	0	7
	TOTAL SECONDARY	82	106	27	36	5	7	46	59	7
TOTAL		150	192	58	74	9	12	73	93	13

*Autistic spectrum disorders (ASD); speech, language and communication needs (SLCN); behavioural, emotional and social difficulties (BESD); severe learning difficulties (SLD); physical disability (PD); profound and multiple learning difficulties (PMLD); visual impairment (VI); hearing impairment (HI)

Current SEN Expansion Projects

5.37 The Council is currently rebuilding The Village Special School, which will create an additional 25 new SEN places. This flagship SEN school is planned to be completed by September 2013, which will provide the very best facilities and education for some of the neediest children in the borough.

5.38 20 places as Additionally Resourced Provision (ARP) have been developed at Queens Park Community School and a further 20 places are currently being built at Alperton Community School.

5.39 Vernon House Special School offers provision for pupils with Behavioural, Emotional and Social Difficulties (BESD). The school has several places available and has recently undergone a statutory consultation process to broaden the designation for covering the need of pupils with ASD. It is expected that the proposal will provide up to 20 places for pupils with ASD, who would otherwise be placed in out of borough provision, thus saving £516k by 2016/17.

Future SEN provision

5.40 The aim is to provide a maximum of 192 new SEN places across Brent. Further analysis will take place to complete the due diligence in order to validate the savings over a period of time by limiting the demand for out borough provision. Currently two schemes are being reviewed in order to provide additional SEN places in the borough:

Table 10. Phase 2 SEN Expansion by September 2015

Sr. No.	School Name	Planning Area	No. of New Places	Total Proposed Places	Estimated Cost	Risk of Delivery
1.	Woodfield Special School	2	30	158	£1.5m	M - school GB view pending
2.	Manor (& Braintcroft colocation)	5A	44	170	£26.5m	H – financial risk to not provide VfM. Refer to SEN section.
	TOTAL		77		£28m	

Manor Special School & Braintcroft Primary School

5.41 It is envisaged that Braintcroft could be expanded by 2FE, which would make it a 5FE school. The increase will meet the need for primary places in the local area and improve the value for money criteria related to the rebuild.

5.42 Manor’s colocation with Braintcroft will provide an opportunity to resolve the existing building related issues and substantially improve the offering for the SEN children. It will also make it possible to increase the capacity by 44 places, from 126 to 170. This will allow the Council to meet some of the projected demand and may also deliver savings under the SEN transformation programme. The financial modelling is at an early stage and a further update will be provided once the analysis has been completed.

6.0 Financial Implications

6.1 The figures included within Section 4 of this report refer to approved capital programme as part of the 2012/13 Budget Setting process. It should also be noted that the DCLG Settlement only related to the 2012/13 financial year and as such allocations for future years are forecasts only and will be subject to change post future settlement announcements.

6.2 Significant changes to school funding relating to the national funding formula and the funding of academies are planned by the DfE and announcements are expected shortly. These may have the effect of reducing further the Council’s ability to support a programme of Prudential Borrowing on the scale indicated in this report.

6.3 As schools expand there are additional revenue costs that the expanding schools face. These are primarily additional teaching and teaching support staff but can include other start up costs

such as small items of equipment. For expansions that occur part way through a financial year a central element of the Schools Budget is used to provide funding to such schools on an agreed and standard basis. The schools annual budget share is also adjusted for the following financial year to reflect the additional pupil numbers. The Schools Budget is funded by a specific grant called the Dedicated Schools Grant that the Council receives each year. The DSG the Council receives each year is also for additional pupil number growth so as new pupils enter education in Brent's schools the funding the Council receives is adjusted to reflect this, thus allowing the increased revenue costs to be met. The DfE have now confirmed that under the new School Funding reforms local authorities will be able to continue holding a central element of the Schools Budget to fund school expansions, which is a welcome change from the initial proposals which would have barred local authorities from continuing to do so.

- 6.4 The List of Temporary School Places 2012-13 at Appendix 2 to this report includes Preston (former) Library and the Stonebridge (former) Day Centre which are currently included within the Capital Disposals Programme at a total forecast receipt of £2.2m which contributes to the funding of the Council's 2012/13 overall Capital Programme. If these two sites are released for the provision of Temporary Bulge Classes there will be a deficit arising in forecast capital receipts for 2012/13 which will be detrimental to the capital programme. This could result in an increased requirement for unsupported borrowing increasing debt charges to the revenue account, although it is likely that any such reduction in funding would be offset in the short term by slippage in programmed expenditure across the capital programme. As the proposals within Appendix 2 are for temporary class provision these assets will return to the disposals programme in future years forecast receipts.
- 6.5 The funding requirement in this report is based on the current pupil projections up to 2020-21. However, it must be noted that if the projections were to change significantly, this would have an impact on the funding requirement.

7.0 Legal Implications

- 7.1 Under sections 13 and 14 of the Education Act 1996 (as amended by the Education Acts 2006 and 2011), a local education authority has a general statutory duty to ensure that there are sufficient school places available to meet the needs of the population in its area. The Local Authority must promote high educational standards, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential. It must also ensure that there are sufficient schools in their area and promote diversity and increase parental choice. To discharge this duty the Local Authority has to undertake a planning function to ensure that the supply of school places balances the demand for them.
- 7.2 As a contingency, to support the admission to school of children as quickly as possible, the In Year Fair Access Protocol has been revised and schools and the Unions will be consulted on a new proposed Protocol in September 2012. The proposed Protocol allows for the admission of children over schools planned admission numbers in the event that a school place is not available. Schools will not be required to maintain classes over the planned admission number but will revert to the usual admission number when children leave.
- 7.3 This report does not include detailed plans about starting procurements for specific schemes. Where Executive reports are required to initiate such procurements and award contracts, and to approve the acquisition of land, these will be presented to the Executive at the appropriate time. Procurement and legal officers from the Legal and Procurement Department will continue to work closely with the Regeneration and Major Projects Department.

8.0 Diversity Implications

8.1 There are no implications for the immediate purpose of this report. However, an Impact Needs/Requirement Assessment (INRA) has been prepared as part of the four year rolling programme, please see Appendix 5.

9.0 Staffing/Accommodation Implications (if appropriate)

9.1 **Capital Team for Delivering School Expansion Projects:** Delivering a large number of schemes within such a short period of time will require a dedicated school expansion team to ensure that the programme is appropriately resourced in order to deliver quality school places on a regular basis. An annual budget of £600k is being proposed for creating the school expansion team under Property & Assets, Regeneration & Major Projects Department, which will be responsible for developing the strategy and delivery of the programme. The principle team will consist of a programme manager, project managers and a procurement specialist. The cost of the new team is proposed to be met from the capital funding as included under Table 3, which will be limited to the duration of the expansion programme and availability of capital funding. A further business case will be developed which will outline the team structure and cross-departmental roles and responsibilities.

Background Papers

- Executive Report August 2011 and supporting documents
- March 2012 Executive Report
- GLA Forecast for Brent 2012
- Feasibility Studies (2012)

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ANDY DONALD

DIRECTOR OF REGENERATION AND MAJOR PROJECTS

KRUTIKA PAU

DIRECTOR OF CHILDREN AND FAMILIES

Table 11. Principles Underlying Primary School Place Strategy

School Name	Principle 1 Sufficiency of demand	Principle 2 Improving learning environment & outcomes, including expanding popular schools	Principle 3 Efficient use of resources	Principle 4 Improving local SEN provision	Principle 5 – Diversity of type of provision:					
					a) Expansion of existing primary schools	b) Establishment of all through schools	c) Establishment of 5 FE primary schools	d) Amalgamating schools	e) 'Bulge' Classes	f) new schools
1. Barham 2. Fryent 3. Mitchell Brook 4. St. Robert Southwell 5. Wykeham 6. Uxendon 7. Chalkhill 8. Harlesden 9. St. Joseph Primary 10. Leopold 11. Northview Primary 12. Mount Stewart Inf & Jr 13. Elsley 14. Stonebridge Primary 15. Malorees Inf & Jr 16. Princess Frederica CoE 17. Kingsbury Green 18. Our Lady of Lourdes RC 19. John Keble CoE 20. St Andrew & St Francis 21. Vicar's Green (Ealing)	✓	✓	✓		✓					
22. Wembley High	✓	✓	✓			✓				
23. Preston Park							✓			
24. Braintcroft (& Manor colocation)	✓	✓	✓	✓	✓		✓			
25. Carlton Vale Inf / Kilburn Park Jr	✓	✓	✓		✓			✓		
26. Newman College RC	✓	✓	✓			✓				
27. Oriental City 28. Quintain Site	✓	✓	✓							✓

Table 12. List of Temporary School Places 2012-13

No	School/Building Name	Area	No. of 'Bulge' Classes (30 places)	No. of places 2012-13
1.	Ashley Gardens Early Learning Centre	2	2	60
2.	Wembley High	2	2	60
3.	Vicar's Green (in Ealing)	-	0.5	15
4.	Curzon Crescent CC	4	1	30
5.	College Green Nursery	5	0.8	25
6.	Chalkhill Primary	2	1	30
7.	Mount Stewart Infants	2	1	30
8.	Preston (former Library), Carlton Avenue East, Wembley HA9 8PL	2	2	60
9.	Stone-bridge Centre, Twybridge Way, London NW10 0ST	4	6	180
	TOTAL		16.3 classes	490 places

Partnership commitment for academies and free school providers working in collaboration with the council

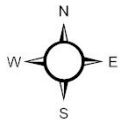
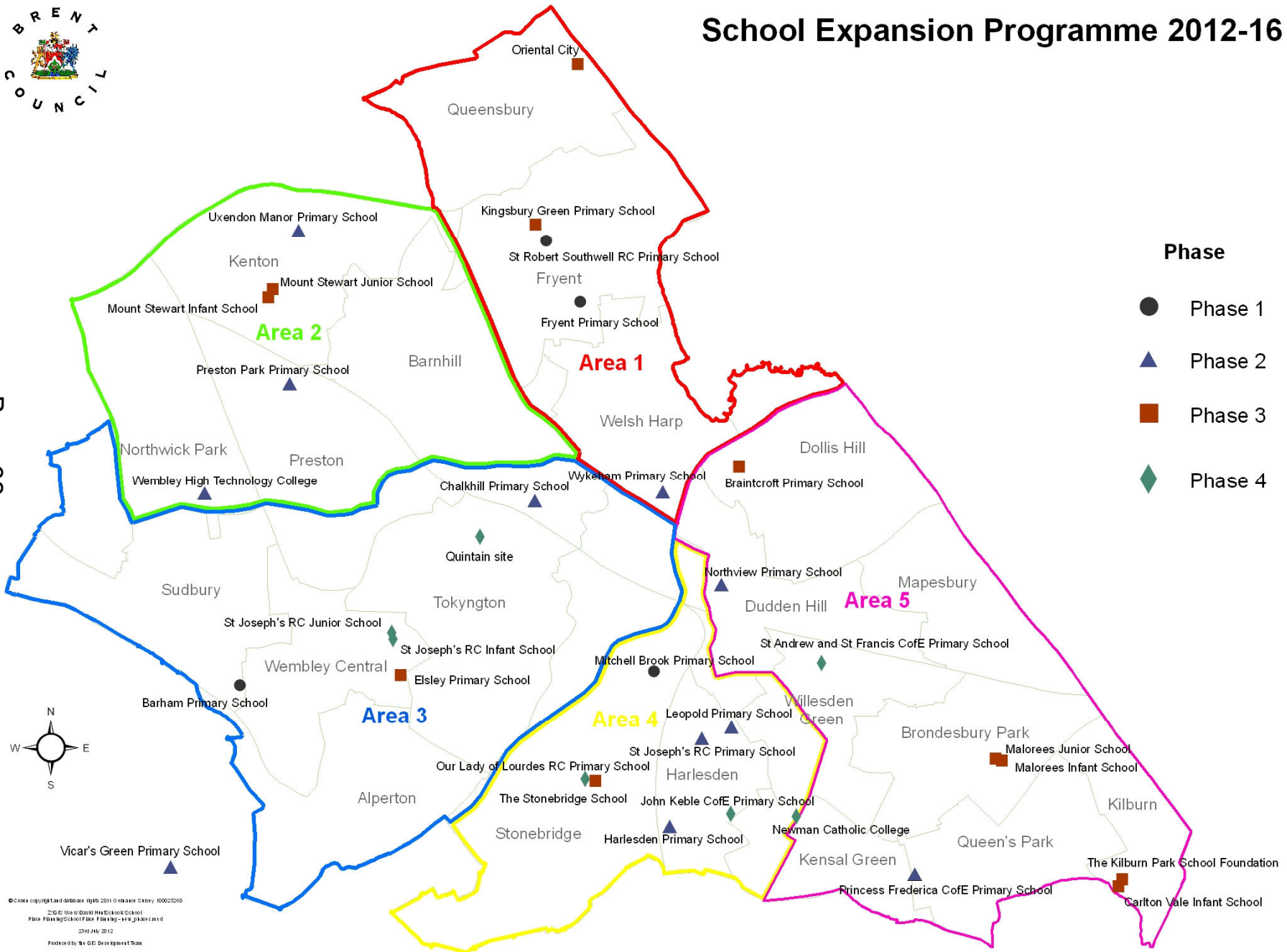
Academies and free school providers working with the Council will be expected to demonstrate:

1. An absolute commitment to the ethos and values of inclusive education for all Brent's children and recognition of the positive role schools should play in the wider community.
2. A commitment to a close working relationship with the local authority in order to maintain an appropriate focus on borough-wide priorities, including local authority nomination of a member of the governing body and a commitment to sharing performance information.
3. The ability to deliver school improvement in an urban context.
4. That the establishment of the proposed education provision would be supported by demonstrable parental demand and with a genuine commitment to providing school places for local children.
5. Appropriate staffing arrangements to ensure high quality teaching and learning from qualified staff and good employment practices, including in relation to support and contracted staff.
6. A commitment to meeting the needs of Brent's diverse community.
7. A commitment to ensuring the future employability of young people (in particular in secondary and 16 to 19) through links with business, industry and higher education.
8. A commitment to community access and use of facilities through agreed extended opening and lettings policy.
9. A commitment to good pupil nutrition and healthy eating.
10. A commitment to inclusive practice and fair access to the school for all pupils as governed by the Admission Code of Practice and the Authority's Fair Access Protocols.



School Expansion Programme 2012-16

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 23rd July 2012
 Produced by the DC Development Team

Impact Needs/Requirement Assessment

Department: Regeneration & Major Projects	Person Responsible: Richard Barrett
Service Area: Property & Assets Management	Timescale for Equality Impact Assessment :
Date:20.07.2012	Completion date:07.08.2012
Name of service/policy/procedure/project etc: School Expansion Programme 2012-2016	Is the service/policy/procedure/project etc: New <input checked="" type="checkbox"/> Old <input type="checkbox"/>
Predictive <input checked="" type="checkbox"/> Retrospective <input type="checkbox"/>	Adverse impact <input type="checkbox"/> Not found <input checked="" type="checkbox"/> Found <input type="checkbox"/> Service/policy/procedure/project etc, amended to stop or reduce adverse impact Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is there likely to be a differential impact on any group? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Please state below:
1. Grounds of race: Ethnicity, nationality or national origin e.g. people of different ethnic backgrounds including Gypsies and Travellers and Refugees/ Asylum Seekers Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2. Grounds of gender: Sex, marital status, transgendered people and people with caring responsibilities Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Grounds of disability: Physical or sensory impairment, mental disability or learning disability Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	4. Grounds of faith or belief: Religion/faith including people who do not have a religion

	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Grounds of sexual orientation: Lesbian, Gay and bisexual	6. Grounds of age: Older people, children and young People
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Consultation conducted	
Yes <input checked="" type="checkbox"/> (Initial consultation completed in 2011. Statutory Consultation will be completed once individual schemes are developed and agreed) No <input type="checkbox"/>	
Person responsible for arranging the review: Richard Barrett	Person responsible for publishing results of Equality Impact Assessment: Richard Barrett
Person responsible for monitoring: Rajesh Sinha	Date results due to be published and where: Summary of results from the initial school consultation were published in August 2011 Executive report; Summary of consultation was issued to all schools.
Signed:	Date: 07 August 2012 (updated)

Please note that you must complete this form if you are undertaking a formal Impact Needs/Requirement Assessment. You may also wish to use this form for guidance to undertake an initial assessment, please indicate.

1. What is the service/policy/procedure/project etc to be assessed?

According to the current roll projections, by 2020-21 Brent would require 21FE additional primary places, up to 19FE secondary places and 192 new SEN places. The demand is uniformly spread across the borough with hot spots in planning areas 3 & 5.

A portfolio review of Brent schools has been completed based on the analytical model included in the report. This informs the Council's strategy for creating new school places in existing primary and secondary schools as well as explores the options for creating new schools. This includes opportunity for acquiring new land under S106 agreement and creating Free Schools.

Based on the current funding, it is proposed to create 19.5FE primary places by 2015 through existing school expansion. 77 new SEN places are proposed to be created by 2015. A further report will be submitted to the December 2012 Executive for a strategy for developing new secondary places in Brent.

2. Briefly describe the aim of the service/policy etc? What needs or duties are it designed to meet? How does it differ from any existing services/ policies etc in this area

To provide much needed primary school places in the borough.

The growth in Brent's population is reflected in the increasing demand for school places. Numbers of four year olds on

school rolls are expected to rise strongly over the next three to four years.

Under sections 13 and 14 of the Education Act 1996 (as amended by the Education Acts 2006 and 2011), a local education authority has a general statutory duty to ensure that there are sufficient school places available to meet the needs of the population in its area. Local Authority must promote high educational standards, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential. They must also ensure that there are sufficient schools in their area and promote diversity and increase parental choice. To discharge this duty the Local Authority has to undertake a planning function to ensure that the supply of school places balances the demand for them.

Primary: By 2020-21, if no action were to be taken, the deficit in primary school places will continue increasing year on year and will reach untenable proportions i.e. 21 forms of entry based on the requirement for Reception places. The shortage of 21FE excludes the on-going Phase 1 schemes.

Secondary: Over the next eight years the demand for secondary school places will mirror the current shortages in the primary sector. An additional 570 new places (19FE) will be required after taking into account the new capacity being created at the Crest Academies.

SEN: The Council's Special Educational Needs (SEN) and Disability services have faced pressures arising from increased demand for specialist education placements for a number of years. This increase in demand is in line with a national trend and is due to a combination of factors including: advances in medical technology and higher survival rates of children with complex needs and increases in medical diagnoses for conditions such as autism. It has also been exacerbated in Brent by increased in-migration and population growth.

By 2020, it is projected that 192 new SEN places will be required; of which 86 will be for primary aged children and 106 for secondary school pupils. The SEN requirement is over and above the mainstream places needed in Brent.

3. Are the aims consistent with the council's Comprehensive Equality Policy?

Yes, the project is consistent with the following areas:

Disability
Belief/Faith
Sexual Orientation
Age
Gender
Race

In 2008, the Council consulted widely on schools strategy in Brent, receiving over 800 responses. Brent residents were in favour of the Council's strategy for school places and believed that the LA should play a major role in managing and running schools (89% agree). Parent groups were the next most frequently identified (73% agree). Only around four in ten participants felt that charities (38%), faith groups (37%) or private sponsors (36%) should have such involvement in Brent schools.

Ensuring equal access to school places in Brent - over two thirds of participants did not feel they were disadvantaged in obtaining a school place for their children due to any of the main diversity strands. Over, 90% did not feel they were disadvantaged due to their gender. This was also true for 85% of participants in relation to disability; 77% in relation to ethnicity; and 66% in relation to their faith.

The school proposed for expansion would enable the Council to provide additional new places required for Brent's growing pupil population.

2011 - Consultation Outcomes

In making decisions about the delivery of additional school places, the Council has established a set of planning principles. The Council received the responses from the schools for the consultation on these planning principles for which the closing date was 1 July 2011.

Principle 1 – Sufficiency of demand

There must be clear evidence of demand for additional primary places in the local area based on projections of medium

term and longer term need.

Principle 2 – Improving learning environment & outcomes, including expanding popular schools

Schools which are identified for expansion must be able to demonstrate that they will be able to provide a good quality of education. The Council will consider the progress and achievements of children currently at the school and the school's capacity for further improvement taking into account an improvement in the learning environment.

Principle 3 – Efficient use of resources

There is a limited capital budget and a large projected shortfall in the number of primary school places. It is therefore essential that scarce resources are used most effectively in order to secure the maximum number of additional high quality school places within the available budget.

Principle 4 – Improving local SEN provision

The demand for SEN placements is continuing to rise and there is a projected shortfall in specialist SEN provision in Brent, both in special schools and additionally resourced mainstream provision. In expanding primary provision, consideration also needs to be given to improving the range and quality of local SEN provision available in Brent.

Principle 5 – Diversity of type of provision

The Council will consider different types of provision that will contribute to the overall objectives of providing high quality school places, cost effectively in areas of greatest need. These options will include:

- a) Expansion of existing primary schools
This will involve providing additional forms of entry on existing primary school sites and is dependent on the potential of the site for expansion.
- b) Establishment of all through schools
An all through school would be one school covering the primary and secondary phases, funded as a single institution. It would normally occupy a single site/campus at an existing secondary school.
- c) Establishment of 5 FE primary schools
A 5 FE primary school would be a large school catering for approximately 1050 children. There is an increase in the number of 5 FE schools opening across the country, in response to pressure on school places.
- d) Amalgamating schools
Amalgamating two or more schools can assist in providing additional school places by increasing capacity at single or multiple sites. Amalgamation would require the agreement of the schools concerned.
- e) 'Bulge' Classes
A 'bulge' class would be one extra class of children in a year group, over and above the school's Admission Number, who progress up the school to the end of Year 6.
- f) Developing New Schools
This criteria has been added post-consultation to allow creation of new capacity where existing schools are difficult to expand or if an opportunity to create a new school in an area of need arises e.g. a S106 opportunity

The expansion will improve choice and diversity by providing fair access and improved parental preference to schools places in Brent. The impact on Equalities will be kept under review and reported to the members periodically.

4. Is there any evidence to suggest that this could affect some groups of people? Is there an adverse impact around race/gender/disability/faith/sexual orientation/health etc? What are the reasons for this adverse impact?

None. The expansion of the proposed schools is unlikely to adversely impact on a person with any of the 9 protected characteristic. However, further statutory consultation will be undertaken once individual schemes are fully proposed and developed.

Each expansion of a school will improve choice and diversity in the local area by providing fair access and improved parental preference to schools places in Brent.

5. Please describe the evidence you have used to make your judgement. What existing data for example (qualitative or quantitative) have you used to form your judgement? Please supply us with the evidence you used to make your judgement separately (by race, gender and disability etc).

Previous consultation results have been reviewed. Latest consultation in 2011 has been considered:

Overall, 29 responses were received on the consultation, of which five were from head teachers, nineteen from individual school governors and the remaining five responses were from others.

A majority of the respondents agreed with the principle of sufficiency of demand, improving outcomes and efficient use of resources.

Fourteen (48%) respondents selected the option to expand existing primary schools and four (13%) expressed a preference for all-through schools as their first choice. Seven (24%) respondents opted for creating 'bulge' provision and five (17%) respondents selected amalgamation as their second choice. Four respondents suggested that building a brand new school should have been an option and six suggested that the Gwenneth Rickus Building should be used as a primary school (if the building were to be available for alternative use).

There were five expressions of interest for providing a 'bulge' class and an equal number opted for permanent expansion. One school expressed an interest to become an all-through provision. It must be noted that the majority of respondents are individual school governors and may not necessarily represent the voice of the entire school.

6. Are there any unmet needs/requirements that can be identified that affect specific groups? (Please refer to provisions of the Disability Discrimination Act and the regulations on sexual orientation and faith, Age regulations/legislation if applicable)

None identified. School expansion will fully meet the requirements of the SEN Code of Practice and the accessibility standards. A range of special education needs is expected within the primary regular intake including students with language and communication needs, behavioural emotional and social needs and children on the autistic spectrum. A borough wide SEN 'unit' or additionally resourced provision is also proposed under the programme. The aim is provide a maximum of 192 new SEN places across Brent. Further analysis will take place to complete the due diligence in order to validate the savings over a period of time by limiting the demand for out borough provision.

7. Have you consulted externally as part of your assessment? Who have you consulted with? What methods did you use? What have you done with the results i.e. how do you intend to use the information gathered as part of the consultation?

In 2011, the Council consulted with all schools and received responses from head teacher, governors and others. This informed us the level of interest in the five principles developed by the authority (please refer to no. 3 above). The results have been reviewed and form one of the factors of the school expansion programme Executive report for August 2012.

We will undertake further statutory consultation for individual schools/schemes once they have been suitably developed for a proposed expansion.

8. Have you published the results of the consultation, if so where?

Following the close of consultation, a summary report was issued by the Council to all Brent schools. A brief update was also included in the August 2011 Executive Report.

9. Is there a public concern (in the media etc) that this function or policy is being operated in a discriminatory manner?

None is identified.

Please refer to no. 5 above.

10. If in your judgement, the proposed service/policy etc does have an adverse impact, can that impact be justified? You need to think about whether the proposed service/policy etc will have a positive or negative effect on the promotion of

equality of opportunity, if it will help eliminate discrimination in any way, or encourage or hinder community relations.

n/a, see above.

11. If the impact cannot be justified, how do you intend to deal with it?

n/a

12. What can be done to improve access to/take up of services?

n/a

13. What is the justification for taking these measures?

n/a

14. Please provide us with separate evidence of how you intend to monitor in the future. Please give the name of the person who will be responsible for this on the front page.

Schools are subject to performance monitoring in order to comply with DFE requirements. This includes data on disability, ethnicity and gender of children.

The impact on Equalities will be kept under review and reported to the members periodically.

15. What are your recommendations based on the conclusions and comments of this assessment?

Proceed to seek permission from Brent Executive to approve the programme. Thereafter, develop individual projects which will undergo a statutory consultation process.

Should you:

1. Take any immediate action? N/A.
2. Develop equality objectives and targets based on the conclusions? N/A
3. Carry out further research? N/A

16. If equality objectives and targets need to be developed, please list them here.

N/A.

17. What will your resource allocation for action comprise of?

There has been an on-going lobbying campaign in conjunction with London Councils, to highlight the school places pressure across London and those particular to Brent. The campaign has been highly successful and Brent received £24.8m allocation of Basic Need Safety Valve money in October 2011. In addition due to the severe shortage of Primary School places nationally the government allocated further Basic Need funds in December 2011 and Brent received a further £24.09m; the third highest allocation in the country. An additional £30.8m Basic Need allocation was received in April 2012 which was the highest allocation in the country. The three allocations total £79.7m.

If you need more space for any of your answers please continue on a separate sheet

Signed by the manager undertaking the assessment:

Full name (in capitals please): Richard Barrett


Date: 07 August 2012

Service Area and position in the council:

Details of others involved in the assessment - auditing team/peer review:

Rajesh Sinha

Once you have completed this form, please take a copy and send it to: **The Corporate Diversity Team, Room 5 Brent Town Hall, Forty Lane, Wembley, Middlesex HA9 9HD**

	<p style="text-align: center;">Executive 20 August 2012</p> <p style="text-align: center;">Report from the Directors of Children and Families and Regeneration and Major Projects</p>
<p>Wards Affected: ALL</p>	
<p>Determination of proposal to permanently expand St Robert Southwell Roman Catholic Primary School</p>	

1.0 Summary

- 1.1 The Governing Body of St Robert Southwell RC Primary School is proposing to alter the school by adding half of one form of entry (0.5FE). This will increase the school by 105 places across Reception to Year 6 from September 2013.
- 1.2 The Executive in April 2012 agreed in principle to the expansion of St Robert Southwell Roman Catholic Primary School by 0.5FE, subject to the completion of due diligence by the Council. Subsequently, discussions with the school and the Westminster Diocese were held and a statutory consultation process commenced to expand the school.
- 1.3 This report informs the Executive of the outcome of the statutory consultation to alter St Robert Southwell RC Primary School through permanent expansion, provides information on the partnership working with the Westminster Diocese and asks for approval for the permanent expansion.

2.0 Recommendations

The Executive are requested to:

- 2.1 Confirm the main reason for approving the alteration of St Robert Southwell RC primary schools is to provide permanent primary places in an area of the borough which has a severe shortage of Reception to Year 6 Catholic places, as agreed at the Executive meeting on 23 April 2012.
- 2.2 Approve the permanent expansion of St Robert Southwell RC Primary School by 0.5FE.
- 2.3 Note that upon implementation of the proposal, St Robert Southwell RC Primary School would provide 15 new permanent places in each year group from 5 September 2013.
- 2.4 Approve the Council entering into a funding agreement with the Roman Catholic Westminster Diocese for the Council to fund the building works to a maximum of £1.31m.

3.0 Detail

3.1 Background

- 3.1.1 Brent Council has a general statutory duty to ensure that there are sufficient school places available to meet the needs of the population in its area.
- 3.1.2 A separate report is on the agenda for the August Executive meeting which provides a detailed analysis of the high demand for school places within Brent.
- 3.1.3 The demand for Catholic school places is mainly driven by the increase in Eastern European residents in the Kingsbury area.
- 3.1.4 As at 6 July 2012, 368 children of primary age remain without a school place across all year groups for the 2011/12 academic year (148 Reception and 52 Year 1).
- 3.1.5 The number of unplaced children and vacancies in the system are constantly fluctuating but overall demand is exceeding supply in the lower year groups (Reception to Year 3), which is correlated to the pattern of rising demand in the borough, and indeed across London, over the last four years.
- 3.1.6 Brent Council was allocated £14.766m in November 2009 from the previous DfE under the additional round of Basic Need Safety Valve funding (BNSV). The funding was an emergency allocation to provide sufficient reception places by September 2011.
- 3.1.7 Subsequently, the Council created 1120 additional primary places by expanding Brentfield Primary School (1FE), Newfield Primary School (1FE), Park Lane Primary School (1FE) and Byron Court Primary School (10 additional places in each year group) on a permanent basis and changed the character of Preston Manor High School to an all through school by creating a permanent two forms of entry primary provision.
- 3.1.8 In making decisions about the delivery of additional school places, the Council has established a set of planning principles. In June 2011, the Council consulted with the schools on these planning principles. Subsequently, a short list of schools based on the local area of demand was derived from the long list of schools based on the following criteria:
- shortage of school places in a local area;
 - physical expansion of a school on a permanent basis deemed to be feasible;
 - risk associated with the expansion of the specific schools including likelihood of planning consent;
 - availability of funds to expand the school.
- 3.1.9 There has been an on-going lobbying campaign in conjunction with London Councils, to highlight the school places pressure across London and those particular to Brent. The campaign has been highly successful and Brent received £24.8m allocation of Basic Need Safety Valve money in October 2011. In addition due to the severe shortage of Primary School places nationally the government allocated further Basic Need funds in December 2011 and Brent received a further £24.09m; the third highest allocation in the country. An additional £30.8m Basic Need allocation was received in April 2012 which was the highest allocation in the country. The three allocations total £79.7m.

- 3.1.10 Despite the levels of funding available, there is still a considerable mismatch between these sums and the funding required to deliver the additional school places. The Council is continuing to lobby the government for additional resources. Other avenues are also being explored, which include the additional resources available to new free schools and academies over and above the resources given to Councils.
- 3.1.11 In August 2011 the Executive agreed feasibility studies for four new permanent expansion schemes, with a view of expanding these schools. Three (Barham, Fryent & Mitchell Brook Primary schools) out of the four schools (including Furness Primary School) agreed to carry out a statutory consultation, which commenced on 17 January 2012.
- 3.1.12 Subsequently, in April 2012 the 3 schools (Barham, Fryent & Mitchell Brook Primary) received Executive approval to permanently expand from January 2013 providing an additional 120 Reception places.

3.2 Proposals to alter St Robert Southwell RC School

- 3.2.1 St Robert Southwell RC Primary School is located at Slough Lane, Kingsbury, NW9 8YD. It is a Voluntary Aided school using the admission arrangements set by the Local Authority. It offers non-denominational mixed gender places for students aged 3-11 years.
- 3.2.2 The short list of schools proposed for expansion and presented to the Executive in August 2011 included St Robert Southwell Primary School. An expansion would meet some of the increasing demand for places for Catholic children, particularly in the Kingsbury area of Brent. It is a popular and oversubscribed school. The Westminster Diocese is in support of an expansion.
- 3.2.3 The Governing Body in agreement with the Local Authority published a proposal to expand St Robert Southwell RC Primary School by half of one form of entry from September 2013.
- 3.2.4 If the proposal is accepted, St Robert Southwell RC Primary School will offer 2FE provision from 5 September 2013 in all year groups. Its admission capacity will increase from 315 to 420 Reception to Year 6 places, which will support the Council to meet its statutory duty to provide sufficient school places.
- 3.2.5 The school in collaboration with the Westminster Diocese has developed the design for the expansion. The overall cost estimated for this project is £1.41m, of which the school will contribute 10%. The Council will provide the remaining funding up to a maximum of £1.31m. Any VAT implication is either to be included within the overall cost of £1.41m and/or the Diocese/school will be fully responsible to pay the amount.
- 3.2.6 The school has obtained planning permission and new places could be created by September 2013. The estimated value of the works is within Brent's baseline cost for providing a 0.5 FE in primary schools. On this basis, the scheme is considered to be viable and value for money.
- 3.2.7 The proposed accommodation for the expansion by half a form of entry would be of a permanent high quality construction linked to the main school building adjacent to the hall. It will include classrooms, group rooms and toilets.
- 3.2.8 In accordance with paragraph 4.75 of the Guidance Expanding a Maintained Mainstream School by Enlargement or Adding a Sixth Form (Excerpt attached in Appendix 3), the Decision Maker (Executive) can decide to approve the proposals subject to meeting a specific condition. The Decision Maker must set a date by which the condition should be met but will be able to modify the date if the proposers

confirm, before the date expires, that the condition will be met later than originally thought.

- 3.2.9 The proposals comply with the Government’s current agenda for raising standards, innovation and transforming education and in the process meet area and design guidance standards as detailed in Building Bulletin 99, where feasible.
- 3.2.10 The expansion of St Robert Southwell RC Primary School is fully in line with the aim of the guidance and the wish of the Secretary of State that local authorities provide school places where demand is high. The school serves a wide range of ethnic minority children, both boys and girls, and the proposals will be of benefit to them. As this is an expansion of school places there is no adverse impact to any disadvantaged group.
- 3.2.11 The expansion of St Robert Southwell RC Primary School will increase the choice available to local parents and residents in an area of high demand. The proposals will increase diversity of provision and enable the local authority to meet its statutory duty to provide school places to all resident pupils.
- 3.2.12 St Robert Southwell is a popular and high performing primary school. The local authority is confident that sufficient number of applications will be received for the permanent primary provision.
- 3.2.13 The travel arrangements for existing pupils will not change at the school. With the expansion of provision will enable more Brent pupils to be educated in general nearer to where they live.
- 3.2.14 No change to the existing SEN provision is being proposed. The proposals will comply with the standards, quality and range of educational provision for children with special educational needs in the proposed expansion of primary provision. The proposals will fully meet the requirements of the SEN Code of Practice and the accessibility standards.
- 3.2.15 The school is situated in an area of need; based on recent applications, the proposed new places are likely to be taken by Brent children. An expansion will meet the following Brent principles:

Sr. No.		St. Robert Southwell Primary
	Planning Area	Area 1
	Additional Provision	0.5FE
1.	Principle 1 – Sufficiency of demand	✓
2.	Principle 2 – Improving learning outcomes	✓
3.	Principle 3 – Efficient use of resources	✓
4.	Principle 4 – Improving local SEN provision	
5.	Principle 5 – Diversity of type of provision:	
a)	Expansion of existing primary schools	✓

3.3 Statutory Process

Stage One Consultation

3.3.1 St Robert Southwell RC Primary School

The Governing Body of St Robert Southwell RC Primary School with the help of the Local Authority consulted with key interested parties on the alteration proposals. The consultation document is attached to Appendix 1. Over 1100 copies of the consultation document were distributed through hand delivery, email and/or internal/external post. The school distributed the consultation documents by hand to parents, pupils, staff and other interested parties. Staff and governing body members also hand delivered approximately 300 copies to homes in the areas surrounding the school.

3.3.2 Consultation meetings with parents and the community were held at the school on 15 May 2012, details of which can be found in Appendix 1.

3.3.3 The statutory stage-one consultative stage of the proposal to expand by half of one form of entry thereby increasing the provision to 420 Reception to Year 6 places completed on 1 June 2012. All applicable statutory requirements to consult in relation to these proposals have been complied.

3.3.4 The proposal received 75 on time responses to the consultation. 68 (91%) consultees fully support the proposal, 6 (8%) consultees have expressed concerns, whilst 1 (1%) remained undecided.

3.3.5 Following the end of consultation, the Council agreed to publish the statutory notice (Appendix 2) and full proposal (Appendix 1).

Publication of Statutory Notice and Representation Period

3.3.6 Following the consultation stages outlined above, the Local Authority with the support of the Governing Body of St Robert Southwell RC Primary School published the Statutory Notices in two local newspapers on 21 June 2012 for altering the school by expanding by half of one form entry from September 2013.

3.3.7 Planning permission has already been granted.

3.3.8 The statutory notice was followed by a 4 week statutory period (Representation stage), which ended on 18 July 2012, during which representations (i.e. objections or comments) could be made. The representation period is the final opportunity for residents and organisations to express their views about the proposal and ensures that they will be taken into account by the Executive when the proposal is determined.

3.3.9 **Responses received during the Representation Stage:**

Only 1 representation was received during the 4 week representation period. The main comment from this representation was as follows:

“The expansion will provide additional catholic primary school places for Brent families and help to ease the shortage of primary school places in the Borough generally. In addition, it will enhance the educational provision of the children currently at the school, ensuring that they are taught in single year groups”.

4 Partnership, Delivery and Procurement

4.1 The Council has collaborated with the Westminster Diocese to ensure that the proposed expansion meets the local needs. The following table provides an indicative timetable for the expansion:

Milestone	Date
Executive in principle approval of the expansion	23 April 2012
Council collaborates with the school and Westminster Diocesan Board	May – June 2012
Council completes discussions with the Westminster Diocese and school	Mid-August 2012
Council decision on Statutory Consultation	20 th August 2012
Proposal progresses into delivery stage	September 2012
Building work finishes	August 2013
15 new permanent places per year group available from	September 2013

- 4.2 It is proposed that the Council will fund the scheme to a maximum £1.31m after the initial school contribution of up to 10% of the total scheme cost estimated at £1.41m has been spent. The financial and other commitments of all three parties (Westminster Diocese, St. Robert Southwell Primary School and Brent Council) will be underpinned through a funding agreement before initiating the appointment of the design team and/or undertaking any works. Any shortfall in funding will be met by the Westminster Diocese, who in turn may demand a payment from the school.
- 4.3 The design team appointments will be made by the Westminster Diocese. The architects and quantity surveyors for the scheme are proposed to be Johnson & Partners, who are a well-established partner to the Diocese and have been instrumental in the design proposals and obtaining planning permission for the scheme. The Council will review the fee proposal from the architect to ensure value for money will be achieved and will obtain a collateral warranty to ensure that the architect / quantity surveyors owe the Council the same duty of care as they owe to the Diocese. This is particularly key for the quantity surveyor element, in view of the Council contributing the bulk of the funding, as it is the quantity surveyor who will certify interim payments and agree the final account under the building contract.
- 4.4 The Diocese will undertake a mini-competition process for procuring the remainder of the design team, which will include a minimum of 3 quotes for the mechanical and electrical consultants, structural engineers and specialist surveys.
- 4.5 Westminster Diocese will under a competition process for appointing the main contractor for the proposed building works. The works value will be below the EU threshold and a minimum of five contractors will be invited to a bid for the works. Again a collateral warranty will be required from the building contractor.
- 4.6 The Council will nominate a project manager to the Diocese led project board to monitor progress and ensure the scheme continues to deliver value for money in line with the Council's procurement and financial regulations.
- 4.7 The proposed funding agreement would be between the Council, the Westminster Diocese and the Governing Body. As well as dealing with issues about payment of the Council contribution on completion of specific stages of the design and the works, it will also include appropriate provisions about VAT, the points mentioned under paragraphs 4.3 – 4.76 above, and Council input into site meetings, approval of interim payments, the certificate of practical completion and the final account.

5 Financial Implications

- 5.1 An expansion of the St. Robert Southwell Primary (Voluntary Aided) School will be funded from the Council's Main Capital Programme for providing additional primary school places from September 2013 by 105 places (15 places per year group), subject to a funding agreement with the school and the Diocese of Westminster.

- 5.2 Total estimated project cost is £1.41m of which the cost to the Council will be a maximum of £1.31m to be funded from the Main Capital programme. The cost of the project will be met from the school contribution before the Council commits its funding towards the scheme cost.
- 5.3 The expansion of pupil numbers at each of the proposed schools will result in increased revenue costs associated with the increased provision. These costs will be met from the individual school's budget, which will increase proportionately based on the formulaic allocation from the DfE.

6 Legal implications

- 6.1 The procedure for the enlargement of St Robert Southwell RC Primary School is as required by the Education and Inspections Act 2006 , as amended by the Education Act 2011, and the School Organisation (Prescribed Alterations to Maintained Schools) (England) Regulations 2007 as amended. The Governing Body is entitled to make prescribed alterations to St Robert Southwell RC Primary School pursuant to powers granted by the Education and Inspections Act 2006 Sections 18 and 19 and in accordance with Schedule 2 Part 1 of the Regulations.
- 6.2 The Authority has the power to consider and determine proposals published under Section 19 of The Education and Inspections Act 2006, pursuant to Section 21 (2) (f) of the Act and in accordance with Regulation 30 of The School Organisation Regulations 2007 as amended.
- 6.3 Under sections 13 and 14 of The Education Act 1996, as amended by The Education and Inspections Act 2006, a local education authority has a general statutory duty to ensure that there are sufficient school places available to meet the needs of the population in its area. LA must promote high educational standards, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential. They must also ensure that there are sufficient schools in their area and promote diversity and increase parental choice. To discharge this duty the LA has to undertake a planning function to ensure that the supply of school places balances the demand for them.
- 6.4 The Council's legal officer advises on a) to d) that:
- a) Executive should decide this
 - b) The published notices meet the requirements
 - c) The required statutory consultations have been carried out
 - d) The proposals are not related to any other proposals
- 6.5 The Brent Executive acting on behalf of the Brent Local Authority is the Decision Maker pursuant to The Education and Inspection Act 2006 Section 21 (2) (f) and schedule 3 paragraph 30 of the School Organisation Regulations.
- 6.6 The Executive would need to have regard to Guidance issued by the Secretary of State before making a decision upon this proposal. Paragraphs 4.1 to 4.80 of the Guidance Expanding a Maintained Mainstream School by Enlargement or Adding a Sixth Form is applicable.
- 6.7 If the Local Authority fail to decide proposals within 2 months of the end of the representation period the Local Authority must forward proposals, and any received representations (i.e. not withdrawn in writing), to the schools adjudicator for decision. They must forward the proposals within one week from the end of the 2 month period.
- 6.8 Prior to making a decision, the Executive must note that on approval, St Robert Southwell Primary School will permanently become a 2FE school from September

2013. If it is not possible to implement the proposals as approved, the governing body as proposers must apply to the Local Authority as Decision Maker to seek a modification. A modification should be made before the approved implementation date for the proposals is reached. Most common modification is to the implementation date. However if modifications are likely to be substantial, the governing body as proposers must publish revocation proposals in order to be relieved of the duty to implement the proposals and publish fresh proposals. Before modifying proposals, the Local Authority as Decision Maker must consult the governing body. The Local Authority must notify DFE of any modifications and the date approved within 1 week of proposals being modified.

6.9 Decision Making:

6.10 There are 4 key issues which the Decision Maker should consider before judging the respective factors and merits of the statutory proposals:

- Is any information missing? If so, the Decision Maker should write immediately to the proposer specifying a date by which the information should be provided.

All necessary information has been provided.

- Does the published notice comply with statutory requirements?

The statutory notice is complete and in line with the statutory requirements. The four week statutory representation period closed on 18 July 2012.

- Has the statutory consultation been carried out prior to the publication of the notice?

All applicable statutory requirements to consult in relation to the proposal have been complied with.

- Are the proposals “related” to other published proposals?

The proposals are not related to other published proposals.

6.11 Types of Decision

6.12 All decisions must give reasons for the decision, irrespective of whether the proposals were rejected or approved, indicating the main factors/criteria for the decision.

6.13 In considering prescribed alteration proposals, the Decision Maker can decide to:

- reject the proposals;
- approve the proposals;
- approve the proposals with a modification (e.g. the implementation date); or
- approve the proposals subject to them meeting a specific condition.

6.14 The following bodies may appeal against an LA decision:

- The local Church of England diocese;
- The Bishop of the local Roman Catholic diocese;

- the Young People's Learning Agency (previously the LSC) where the school provides education for pupils aged 14 and over; and
- The governing body of the Community School that is proposed for expansion.

6.15 Any appeals must be submitted to the LA within 4 weeks of the notification of the LA decision. On receipt of an appeal the LA must then send the proposals and the comments and objections received, to the schools adjudicator within 1 week of receipt of the appeal. The LA should also send a copy of the minutes of the LA's meeting or other record of the decision and any relevant papers. Where the proposals are "related" to other proposals, all the "related" proposals must also be sent to the schools adjudicator.

6.16 Legal comment on the proposed funding agreement has been incorporated into section 4 of the report. Under part 4 of the Constitution, all funding agreements exceeding £500,000 in value require Executive approval.

7 Diversity Implications

7.1 The school proposed for expansion has a diverse ethnic representation of children. Expanding St Robert Southwell RC primary schools would enable the Council to provide additional new places required for Brent's growing pupil population.

7.2 The expansion will improve choice and diversity. The impact on Equalities will be kept under review and reported to the members on a regular basis.

7.3 An Equality Impact Assessments has been completed for St Robert Southwell RC Primary School and is attached to this report.

8 Staffing Issues

8.1 With the expansion of pupil numbers there is likely to be an increase of posts rather than a reduction. The costs relating to the need to provide for additional pupils will be covered by the schools' budgets.

9 Background Papers

- Equality Impact Assessment for St Robert Southwell RC
- Expanding a Maintained Mainstream School by Enlargement or Adding a Sixth Form
- Research Study - A Good School Places for Every Child in Brent, 2008
<http://intranet.brent.gov.uk/consultation.nsf/0/38c39cab7915e95c802573b8003feb74?OpenDocument>

10 Appendices

Appendix 1	St Robert Southwell RC Primary School – full statutory proposal document including the consultation document and the consultation responses
Appendix 2	St Robert Southwell RC Primary School – statutory notice
Appendix 3	Excerpt from a Guide for Local Authorities and Governing Bodies

Contact Officers:

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ANDREW DONALD
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KRUTIKA PAU
Director of Children and Families Department

Impact Needs/Requirement Assessment Completion Form

Department: Children & Families	Person Responsible: Judith Joseph
Service Area: Pupil & Parent Service	Timescale for Equality Impact Assessment :
Date: 23 May 2012	Completion date: 20 June 2012
Name of service/policy/procedure/project etc: Expansion of St Robert Southwell Roman Catholic Primary School by 0.5FE	Is the service/policy/procedure/project etc: New <input checked="" type="checkbox"/> Old <input type="checkbox"/>
Predictive <input checked="" type="checkbox"/> Retrospective <input type="checkbox"/>	Adverse impact <input type="checkbox"/> Not found <input checked="" type="checkbox"/> Found <input type="checkbox"/> Service/policy/procedure/project etc, amended to stop or reduce adverse impact Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is there likely to be a differential impact on any group? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Please state below:
1. Grounds of race: Ethnicity, nationality or national origin e.g. people of different ethnic backgrounds including Gypsies and Travellers and Refugees/ Asylum Seekers Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2. Grounds of gender: Sex, marital status, transgendered people and people with caring responsibilities Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Grounds of disability: Physical or sensory impairment, mental disability or learning disability Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	4. Grounds of faith or belief: Religion/faith including people who do not have a religion Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5. Grounds of sexual orientation: Lesbian, Gay and bisexual Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	6. Grounds of age: Older people, children and young People Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Consultation conducted Yes <input checked="" type="checkbox"/> (Part 1 ends on 1 June 2012 and part 2 will commence on 21 June 2012)	<input type="checkbox"/>
Person responsible for arranging the review:	Person responsible for publishing results of Equality Impact Assessment:

Impact Needs/Requirement Assessment Completion Form

Judith Joseph	Judith Joseph
Person responsible for monitoring: Judith Joseph	Date results due to be published and where: The consultation period ended on 1 June 2012. The results will be published in the Full Proposal document which is available to the public from 21 June 2012. The Statutory Proposal was published on Thursday 21 June 2012 which marks the start of the 4 week representation period, the results of which will be available in the in the Executive Report of August 2012.
Signed:	Date: (Updated)

Please note that you must complete this form if you are undertaking a formal Impact Needs/Requirement Assessment. You may also wish to use this form for guidance to undertake an initial assessment, please indicate.

1. What is the service/policy/procedure/project etc to be assessed?

The Governing Body is proposing to expand St Robert Southwell Roman Catholic Primary School by half a form of entry (i.e. an additional half a class or 15 pupils in every year group) from September 2013; this means that the school will become a two form of entry provision and its admission capacity will increase from 315 to 420 Reception to Year 6 places.

2. Briefly describe the aim of the service/policy etc? What needs or duties are it designed to meet? How does it differ from any existing services/ policies etc in this area

To provide much needed primary school places in the borough.

The growth in Brent's population is reflected in the increasing demand for school places. Numbers of four year olds on school rolls are expected to rise strongly over the next three to four years.

Demand for Primary Places

In 2009-10, Brent Council analysed the increased demand for places and prudently added a further 68 Reception 'bulge' places, at Anson Primary School (7) Park Lane (30) Brentfield (30) Avigdor Hirsch Torah Temimah (1), providing a total of 3428 Reception places.

For 2010-11, temporary provision of 245 additional Reception places were added for September 2010 in the following schools; Brentfield (30) Wykeham (30) Braintcroft (30) Islamia (30) St Robert Southwell (15), Ashley Gardens / Preston Manor (60), Curzon Crescent (30), (College Green(8) and Granville (12). Many of these places became permanent in the 2011/12 academic year.

For the 2011/12 academic year additional permanent places were created Brentfield (30), Newfield (30) and Preston Manor (60).

For September 2012, 120 additional Reception places will become available with the expansion of three schools Mitchell Brook (30), Fryent (60) and Barham (30).

Despite adding new places, there remains a shortfall of Reception places in the borough.

The demand for Reception places is significantly greater than the number of available places. As at 6 July 2012,

Impact Needs/Requirement Assessment Completion Form

368 primary aged pupils remained without a school place, of which, 148 pupils were Reception aged children. Some of the pupils were very recent arrivals. Some of the children have been offered places but have refused them for such reasons including :distance, siblings in other schools, not the preferred option etc. As each school expands the children without a school place who meet the criteria are offered the places.

Under sections 13 and 14 of The Education Act 1996, as amended by The Education and Inspections Act 2006, a local education authority has a general statutory duty to ensure that there are sufficient school places available to meet the needs of the population in its area. Each LA must promote high educational standards, ensure fair access to educational opportunity and promote the fulfilment of every child's educational potential. They must also ensure that there are sufficient schools in their area and promote diversity and increase parental choice. To discharge this duty the LA has to undertake a planning function to ensure that the supply of school places balances the demand for them.

St Robert Southwell Primary School is located at Slough Lane, London, NW9 8YD. It is a Voluntary Aided school and sets its own admission arrangements. It offers Roman Catholic mixed gender places for students aged 3-11 years.

The governing body published the proposal to expand St Robert Southwell Primary School by half a form of entry from September 2013.

If the proposals are accepted conditional upon the granting of planning permission under Part 3 of the Town and Country Planning Act 1990 by September 2013, St Robert Southwell Primary School will offer 2FE provision from September 2013. Its admission capacity will increase from 315 to 420 Reception to Year 6 places, which will support the Council to meet its statutory duty to provide sufficient school places.

The expansion of St Robert Southwell Primary School is fully in line with the aim of the guidance and the wish of the Secretary of State that local authorities provide school places where demand is high. The school serves a range of ethnic minority children, both boys and girls, and the proposals will be of benefit to them. As this is an expansion of school places there is no adverse impact to any disadvantaged group, as other schools in Brent are being expanded also. For example, for September 2012 the nearby Fryent Primary School expanded to create 420 additional places for children with no particular faith therefore this area has seen a recent planned increase of 525 denominational and non-denominational places for the 2012/13 and 2013/14 academic years.

3. Are the aims consistent with the council's Comprehensive Equality Policy?

Yes, the project is consistent with the following areas:

Disability
Belief/Faith
Sexual Orientation
Age
Gender
Race

In 2008, the Council consulted widely with all Brent residents on schools strategy in Brent, receiving over 800 responses. Brent residents were in favour of the Council's strategy for school places and believed that the LA should play a major role in managing and running schools. Over two thirds of participants did not feel they were disadvantaged in obtaining a school place for their children due to any of the main diversity strands. Over, 90% did not feel they were disadvantaged due to their gender. This was also true for 85% of participants in relation to disability; 77% in relation to ethnicity; and 66% in relation to their faith.

Expanding St Robert Southwell RC Primary School would enable the Council to provide additional new places required for Brent's growing pupil population.

The impact on Equalities will be kept under review and reported to the members on an annual basis.

4. Is there any evidence to suggest that this could affect some groups of people? Is there an adverse impact around race/gender/disability/faith/sexual orientation/health etc? What are the reasons for this adverse impact?

None. The expansion of St Robert Southwell Primary School is unlikely to negatively affect the community. Fryent

Impact Needs/Requirement Assessment Completion Form

Primary School which is a Community school and situated very close will expand its Reception places from 60 to 120 from September 2012.

The Expansion of St Robert Southwell Primary School will increase the choice available to local Catholic parents and residents in an area of high demand. The proposals will increase provision and enable the local authority to meet its statutory duty to provide school places to all resident pupils.

St Robert Southwell is a popular and high performing primary school; the local authority is confident that sufficient number of applications will be received for the permanent primary provision.

5. Please describe the evidence you have used to make your judgement. What existing data for example (qualitative or quantitative) have you used to form your judgement? Please supply us with the evidence you used to make your judgement separately (by race, gender and disability etc).

The statutory educational consultation and proposal are out for consultation and will be followed by the statutory notice period.

In 2008, the Council consulted widely on schools strategy in Brent, receiving over 800 responses. Brent residents were in favour of the Council's strategy for school places and believed that the LA should play a major role in managing and running schools. Over two thirds of participants did not feel they were disadvantaged in obtaining a school place for their children due to any of the main diversity strands. Over, 90% did not feel they were disadvantaged due to their gender. This was also true for 85% of participants in relation to disability; 77% in relation to ethnicity; and 66% in relation to their faith.

In May 2009, the local authority consulted with primary schools in the borough to explore the possibility of increasing the number of school places. Subsequently, the local authority reviewed opportunities to increase capacity at all primary schools and attempted to match these with areas where there was the highest demand for school places. Discussions took place with schools which had suitable sites to expand and were willing to expand. This was followed by an initial feasibility assessment for a long list of schools.

In May 2011 the Council carried out a consultation with all Brent schools to inform headteachers and governing bodies of the then current shortfall in school places in the primary sector and the action that had been taken so far to address the shortfall. The consultation set out the forecast for future demand over the next four years and to consult on the principles which underpins the council's strategy for the planning of additional primary school places.

The principles underlying the primary school place strategy include:

- Sufficiency of demand
- Improving learning outcomes
- Efficient use of resources
- Improving local SEN provision
- Diversity of type of provision

Subsequently, Brent Council discussed the option to provide primary school places with St Robert Southwell Primary School. The Governing Body of St Robert Southwell Primary School agreed to consult on the proposal to permanently expand the school by half a form of entry.

The expansion of St Robert Southwell Primary School is fully in line with the aim of the guidance and the wish of the Secretary of State that local authorities provide school places where demand is high. The school serves a range of ethnic minority children, both boys and girls, and the proposals will be of benefit to them.

The school proposed for expansion has a diverse ethnic representation of children. Expanding the school would enable the Council to provide additional new places required for Brent's growing pupil population. The expansion will improve choice and diversity. The impact on Equalities will be kept under review and reported to the members on an annual basis.

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6. Are there any unmet needs/requirements that can be identified that affect specific groups? (Please refer to provisions of the Disability Discrimination Act and the regulations on sexual orientation and faith, Age regulations/legislation if applicable)

No negative impact has been identified. No change to the existing Special Education Needs provision is being proposed. The proposal will have a positive impact in terms of the new buildings will comply with the standards, quality and range of educational provision for children with special educational needs in the proposed expansion of primary provision. The proposal will fully meet the requirements of the SEN Code of Practice and the accessibility standards. A range of special education needs is expected within the primary regular intake including students with language and communication needs, behavioural emotional and social needs and children on the autistic spectrum. A borough wide SEN 'unit' or additionally resourced provision is not proposed under this proposal.

7. Have you consulted externally as part of your assessment? Who have you consulted with? What methods did you use? What have you done with the results i.e. how do you intend to use the information gathered as part of the consultation?

All applicable statutory requirements to consult in relation to the proposal have been complied with such as the consultation period which lasted 4 weeks and included staff and public meetings and the 4 week Representation period which commenced on 21 June 2012.

St Robert Southwell Primary School with the Council has consulted with key interested parties on the alteration proposal.

Consultation document distributed to:

St Robert Southwell Primary School (parents, staff, student council, governors)	Brent Libraries
All maintained schools and Academies in Brent	Local residents in the immediate vicinity
Westminster Diocesan Education Service	London Diocesan Board for Schools
London Borough of Ealing	London Borough of Barnet
London Borough of Camden	London Borough of Harrow
London Borough of Hammersmith and Fulham	London Borough of Westminster
Royal Borough of Kensington and Chelsea	Local Residents Association
Trade Unions	All Brent Councillors
Brent local MPs	Brent Children's Centres
Brent Customer Services shops	Sport England
Local Nurseries and Early Years Services	Secretary of State
Brent Children Centres	

The consultation document was distributed by email or internal/external post to the stakeholder listed above. The school also distributed the consultation documents by hand to parents, pupils, staff and other interested parties. Residents in the immediate vicinity of the school were provided a copy through door to door delivery.

The public consultation meeting was held at the school on 15 May 2012.

8. Have you published the results of the consultation, if so where?

The first consultation stage ended on 1 June 2012. The results are included in the Full Proposal which is available now on request. A summary of the proposal was issued as a statutory notice on 21 June 2012.

9. Is there a public concern (in the media etc) that this function or policy is being operated in a discriminatory manner?

Appendix 1 shows the responses to the consultation. None of the objections are about faith or the actual expansion but there are concerns with regards to increased road traffic and parking issues.

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10. If in your judgement, the proposed service/policy etc does have an adverse impact, can that impact be justified? You need to think about whether the proposed service/policy etc will have a positive or negative effect on the promotion of equality of opportunity, if it will help eliminate discrimination in any way, or encourage or hinder community relations.

11. If the impact cannot be justified, how do you intend to deal with it?

N/A

12. What can be done to improve access to/take up of services?

N/A

13. What is the justification for taking these measures?

N/A

14. Please provide us with separate evidence of how you intend to monitor in the future. Please give the name of the person who will be responsible for this on the front page.

Schools are subject to performance monitoring in order to comply with DFE requirements. This includes data on disability, ethnicity and gender of children.

This EIA will be kept under review periodically through the project.

15. What are your recommendations based on the conclusions and comments of this assessment?

Proceed to seek permission from Brent Executive to approve the proposal. Thereafter, complete this expansion project.

Should you:

1. Take any immediate action? N/A.
2. Develop equality objectives and targets based on the conclusions? N/A
3. Carry out further research? N/A

16. If equality objectives and targets need to be developed, please list them here.

N/A.

17. What will your resource allocation for action comprise of?

Brent Executive agreed in April 2012 to allocate £1.5m towards the scheme, subject to due diligence by the Council and the school's contribution of 10%.

If you need more space for any of your answers please continue on a separate sheet

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Signed by the manager undertaking the assessment:

Full name (in capitals please): JUDITH JOSEPH

Date: 20 June 2012

Service Area and position in the council:

School Place Planning Officer, Pupil & Parent Services

Details of others involved in the assessment:

Rajesh Sinha

Once you have completed this form, please take a copy and send it to: **The Corporate Diversity Team, Room 5 Brent Town Hall, Forty Lane, Wembley, Middlesex HA9 9HD**

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Appendix 1

Comments submitted by respondents through the consultation questionnaire:

The consultation ended on 1 June 2012

St Robert Southwell Roman Catholic Primary School consultation responses received by 1 June 2012

75 responses received in total

68 responses for the expansion

5 responses against the expansion

2 not clear / for in theory but with grave concerns

Agree	Response number reference	Comment	Parent/ member of staff / other
Agree	1.	As a parent and resident of the Kingsbury area for the last 17 years, I am delighted that Brent has agreed to the expansion of St Robert Southwell. This expansion will enable the school to provide appropriate provision for pupils by ending the need for mixed age classes. It will also help more families secure a place at their school of first preference, as well as being able to have their children educated in their nearest Catholic school. With the shortage of school places it is refreshing to see the borough acting where a definitive need has been identified and looking at real value for money.	Parent
Agree	2.	Our family are very pleased that you have approved the expansion to our local catholic school St Robert Southwell. As a practising catholic family it is fundamentally important to us that our children are brought up in an environment that is conducive to our faith. We were lucky enough to have been offered places for our children at Robert Southwell school, but many catholic families are forced to go to non catholic schools, which is very unfair. This decision means that more families in our community now have a better chance of securing a place in a school that follows our faith.	Parent
Agree	3.	I support the plan for an extra half form of entry at St Robert Southwell School. The school lies within my ward (Fryent) and is oversubscribed. I know from a recent conversation with the local RC priest, Fr David Williamson, that	Councillor Fryent Ward

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		there has been a massive increase in baptisms at his church (because of the large number of east Europeans in the area) and that the demands on RC school places will increase. This is a popular and well run school and the additional places are urgently needed.	
Agree	4.	<p>I am in receipt of your email and public consultation document regarding the proposed expansion of the above school. As neighbours in Kingsbury, I write on behalf of Roe Green Village Residents Association, having read the document with interest.</p> <p>We are very aware that there is a shortage of school places in the Borough and would more than welcome an expansion of the school in the certain knowledge that residents in Roe Green Village who have children in the primary school age group, would most certainly be in total agreement of this expansion.</p> <p>We would also hope that adequate provision is made to provide and deliver education of a high standard to satisfy the needs of the community and that it is looked on as a permanent fixture. There have been past examples of a temporary quick-fix solution, which has normally proved highly expensive and ultimately of no benefit.</p> <p>There are many new flats being built in this area and the infrastructure at present is in dire need of either new schools, or at least, in this case, the expansion of an existing and respected school in the area.</p> <p>In these austere times, we cannot ignore the fact that this will also bring jobs to the local area, which our Association would most definitely support.</p>	Vice Chair, Roe Green Village Residents' Association
Agree	5.	I agree with the Governors of St Robert Southwell Roman Catholic Primary school to expand the school by half a form entry.	
Agree	6.	I would like to express my support and agree with the Governors of St Robert Southwell Roman Catholic Primary school that there is an urgent need the school to be expanded by half a form entry.	
Agree	7.	<p>I have lived in Brent all my life. I attended local Catholic schools in Brent as did my mother before me. I now have a young family and have huge concerns for their education within Brent. I am an active member of the Catholic community and it is of great importance to me that my children benefit from the wonderful education experiences that I had.</p> <p>I am a teacher now at this school and this expansion is vital as it will enable us to provide appropriate provision for all the pupils by ending the need for mixed age classes.</p> <p>It will also help more families secure a place at their school of first preference, as well as being able to have their children educated in their nearest Catholic school.</p>	Staff

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		The expansion of school will be a positive development within Brent to ensure the needs of all members of the community can be continually met.	
Agree	8.	I am delighted to hear the news that you have given St Robert Southwell the approval to take their expansion project to the next stage. The expansion will enable the school to provide appropriate provision for all pupils by ending the need for mixed age classes. It will also help more families secure a place at their school of first preference, as well as being able to have their children educated in their nearest Catholic school.	
Agree	11.	I strongly agree with the school expansion. This is desperately needed in order to meet the needs of local children. I hope that there are no delays in this process.	Parent
Agree	12.	I, as a parent with children currently attending, and a child who hopefully will attend St Robert Southwell, am very excited about the proposed expansion. This will allow all those who want their kids to go to a good Catholic school, have a greater chance of getting a place.	Parent
Agree	13.	This expansion will enhance what is already an excellent school and will mean that more Catholic children from the parish will be offered places here.	Staff
Agree	14.	At last! A plan to better serve the Catholic and wider community in Kingsbury. This wonderful school can do so much better by increasing its intake to more forwardly represent the demand for places in Catholic education in NW9.	Parent
Agree	15.	To expand the school to two forms of entry is an excellent addition for the local community.	Parent
Agree	16.	This is fantastic news, as it will provide space for families who want their children to be educated in line with their faith / beliefs.	Parent
Agree	17.	There is a need for additional Catholic places in Kingsbury and this expansion also addresses sound educational principles.	A Brent Headteacher
Agree	18.	I strongly agree with this proposal of expanding school places according to the demand.	Parent

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Agree	19.	I agree that the school be expanded to accommodate more children in our community.	Parent
Agree	20.	I believe this to be a positive move in relation to addressing the shortage of places for Brent Catholic children.	A Brent Headteacher
Agree	21.	Please allow the expansion in order to allow our children to have a school place locally at a preference of our choice.	Parent
Agree	22.	-	Parents
Agree	23.	-	Parent
Agree	24.	-	Catholic parent from Hertfordshire
Agree	25.	-	Parents
Agree	26.	-	Staff
Agree	27.	-	Parent
Agree	28.	-	Parent
Agree	29.	-	Parent
Agree	31.	As a parent I am delighted to state that I fully support your expansion to help the admission of more pupils and to help parents to secure more admission places for their kids.	Parent
Agree	32.	I am delighted to hear that Brent council is proceeding with the expansion plans for St Robert Southwell school. By expanding the school it will mean an end to our children being taught in mixed age classes and a clearer class structure will be apparent to all. More families in the area will be admitted to their 1st choice school and it will enable the provision of a Catholic education for years to come.	Parent
Agree	33.	I am writing to show my support of the expansion of St Robert Southwell School. I am a parent and also a teacher in a local school. At the moment many children are taught in mixed year groups, I cannot say how hard this is for teachers. Teachers have to plan for two year groups, with potentially six or more different ability groupings. It goes without saying that children are best taught in single year groups and I want this for my children so that they can achieve their full potential. There is such high demand for a Catholic school in our area and only recently witnessed distressed parents who live in the catchment crying as their children did not get a place in Reception. I attended the meeting on Tuesday evening and would like to point out that in every fortnightly newsletter the school remind	Parent

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		parents about parking and write about complaints received. The expansion would be very good for the school and more importantly the children, who are at the heart of the Education System.	
Agree	34.	I support the Governors proposal to expand the school by half a form entry and I stress that the preferred option is for a two form entry . It would make more sense for a two form entry rather than one and half form entry due to the lack of space – there appears to be a significant demographic increase in the Catholic population and therefore the pressure on school places is increasing year on year. Please ensure that my attached letter to the Council dated 6th January 2012 is also included as part of my consultation response as it sets out the grounds for support of this proposal.	Member of Parliament
Agree	35.	Parents should be able to get first choice school and also bring their child up in a Catholic school if they are practising Catholics and want a faith school. Also no more mixed age classes.	Parent
Agree	36.	We believe that St R Southwell RC Primary School needs to expand as the Catholic community gets bigger and we believe that every family should have a chance to choose a school for their children. St R Southwell RC School is the only (closest and in Brent borough) Catholic primary school for families who live in Brent especially the Kingsbury / Roe Green area.	Parent
Agree	37.	-	Parent
Agree	38.	-	-
Agree	39.	I agree with the Governors of St Robert Southwell Roman Catholic Primary School to expand the school so that there will be more rooms for the school to be used.	Parent
Agree	40.	I have consulted with the teacher union representative at your school and they support this expansion. Therefore as long as teacher conditions of service / pay remain unaltered by it we have no objections.	Chair Brent Teachers Panel
Agree	41.	Well done.	Parent
Agree	42.	-	Parent
Agree	43.	There is a genuine need for more places in a Catholic School and the data clearly shows that the additional school places will be easily filled.	Deacon
Agree	44.	-	Parent

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Agree	45.	-	Parent
Agree	46.	I support plans to expand St Robert Southwell School. Although it will not benefit me personally it would benefit other Catholic families in the area who may not get a place in a Catholic primary school.	Parent
Agree	47.	As the demand for school places in Brent is so high, the proposed expansion to St Robert Southwell School will provide the Catholic families in the community places which will address the current shortfall. I fully support the proposed expansion of St Robert Southwell Primary School.	Staff
Agree	48.	-	Parent
Agree	49.	-	Parent
Agree	50.	If it gives more children the chance to attend the school and gives them the education that they need to thrive then the expansion is a great idea!!!	Parent
Agree	51.	We are a family living within the Parish of St Sebastian and St Pancras Church. Although we attend church and are committed Catholics we don't currently have access to a Catholic education for our children in a nearby school and St Robert Southwell is oversubscribed. We urgently need the school to expand. St Robert Southwell caters for a large parish. Families, like ourselves, who live on the borders of the parish can send our children to Reception because of the home-school distance criteria. Yet this is a paradox because St Robert Southwell is the closest Catholic school and is within walking distance.	Parent
Agree	52.	-	Parent
Agree	53.	-	Parent
Agree	54.	-	Parent
Agree	55.	-	Parent
Agree	56.	As regards to traffic congestion near the school in the morning and afternoon we welcome the addition of the double yellow lines but are astonished that they do not extend to be <u>immediately</u> opposite the school as this is potentially the most dangerous area.	Local resident
Agree	57.	I agree with the Governors of St Robert Southwell RC Primary School to expand the school by half a form of entry (0.5FE).	-
Agree	58.	We fully support the proposal to expand the number of school places provided by St. Robert Southwell. Reasons for our support are:	Parents

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		<p>When we adopted our young son (year 1) in July 2011 through Brent Social Services not a single Catholic school place was available within 5 miles of our home.</p> <p>Only through the kindness of the board of governors, head and our local Catholic community was a place created specifically for him at St. Robert Southwell. Our personal experience underlined the severe shortage of Catholic school places in Brent.</p> <p>We are life-long residents in Brent. Being able to educate our son locally in a Catholic environment was very important to us and has enabled our son to fully participate in local community activities. We want other families to enjoy the same privilege.</p> <p>By expanding the school, all pupils will benefit from being taught with their educational peers compared with mixed age classes.</p> <p>Educating Catholic children in a Catholic school setting will also relieve pressure on surrounding state schools.</p>	
Agree	60.	-	Parent
Agree	61.	-	Parent
Agree	62.	I agree	Parent
Agree	63.	Good idea	Parent
Agree	64.	-	Parent
Agree	65.	-	Parent
Agree	66.	Well needed in the area	Parent
Agree	67.	Having this government funding to expand the school is essential to ensure the school provides more Catholic children with what I see in Brent as being a limited number of places. Huge achievement for Robert Southwell.	Parent
Agree	68.	I agree	Parent
Agree	69.	Both the local community and the Catholics in the area need more school places. This would be a step in the right direction and all parties should support it.	Parent of past pupils

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Agree	70.	I feel there is a huge need for more Catholic school places within Brent. Also it will allow children to be taught in their year group rather than mixed aged classes.	Parent
Agree	71.	St Robert Southwell desperately needs to expand therefore giving more local Catholic families a choice in educating their children in a Catholic school which is so important to us. Expansion is a necessity to future teaching of single age classes as mixed age classes in unacceptable. Children and staff should not have to endure this day to day difficulty.	Parent
Disagree	Response number reference		
Disagree	9.	We would like to state firstly that we disagree with the Governors of St. Robert Southwell School in their proposed expansion. We are local residents who live on Slough Lane, Kingsbury. 1. Noise - the levels are already high and would greatly increase with the increase of more children attending the School. 2. Litter - We find all sorts of litter discarded in our front garden which are so obvious in their content to belong to children e.g. sweet wrappers, empty crisp bags etc. 3. Value - This proposed expansion would greatly decrease the value of our property as obviously prospective buyers would be put off by the proximity as well as the size of the school. 4. Congestion - This is a huge problem already and would only continue to increase if the school was expanded. We find it very difficult to exit our property due to parents careless parking, if we have proposed delivery of large items this becomes impossible due to the level of traffic (the list is endless on this point). 5. Aggression - We have found on occasion when we have to challenge parents about their parking habits aggressive and threatening behaviour including offensive hand signals as well as foul language which we find astonishing as they are the ones illegally parked. We would like to point out that the congestion and parking problems have never in our opinion been resolved positively. We believe all the points above are pertinent to the proposed expansion and hope wholeheartedly that common sense prevails and this does not happen now or in the future.	Local residents
Disagree	30.	We object to the expansion of the school unless adequate precautions are taken to prevent the huge congestion that occurs in the immediate facility of the school both in the morning and afternoon. Of course effective policing	Local residents

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		<p>would prevent this, but this does not occur and causes great inconvenience and noise to residents.</p> <p>Our main objection would be access for locals to live free and quiet lives and parking away from the school. Sadly this is not the case. Cars take over the am / lunch / afternoons and some weekends. Some of your parents do not care how noisy they are: hooting; shouting and sitting on our walls causing damage. Surely you could have policing at entry and exiting times to avoid the above. PLEASE!</p>	
Disagree	59.	<p>We have a very bad parking problem in Woodland Close and fear that it is going to get more difficult to get in and out of our road. Nothing has changed since the last meeting we had with the school.</p>	Local resident
Disagree	72.	<p>WE STRONGLY OPPOSE THIS PROPOSAL. Until such times as measures are taken to alleviate the current congestion problems that we are forced to tolerate already. Frankly we are just appalled. At a previously held consultation, I wrote and expressed our views in detail about the existing problems and we were subsequently informed that nothing could be done to ease the situation. I would have liked to attend the meeting in person but I am wheelchair bound and could not come.</p> <p>We try to avoid leaving or returning home during the school run because of the block. If we are unable to do this my anxiety rises about how difficult and hazardous it is going to be. When we get into Woodland Close it is still not plain sailing. The road is narrow, like all the roads round here, and the cars are tightly packed; visibility is poor and manoeuvring difficult. It can take 3 or 4 extra turns to finally get into our drive and get into our home. Even worse is when the cars, having picked up their pupils, start to try to move off.</p> <p>Now we are being asked to approve the provision for some hundred plus pupils. How many more escorting vehicles will this create in our area? Also there will be the inconvenience of the construction traffic whilst the work is being done.</p> <p>We have to be in the position of seeming to oppose facilities for further education, but enough is enough and this is already an intolerable situation.</p> <p>We would like an official from Brent Road Traffic Control to attend the area at school times personally to observe and assess the situation.</p>	Local residents
Disagree	73.	<p>We have received the above circular in connection with the expansion of the school.</p>	Local resident


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		<p>As you are no doubt aware, over the past few years, there have been considerable number of complaints against parents who frequent the local routes in the vicinity to drop their children. Their behaviour has been untoward and disrespectful to residents. This has resulted in Brent Council imposing restrictions. Despite this, the chaos continues as is apparent.</p> <p>It would be prudent if the Governors were to wait on at least four roads approaching the school between 8.15am to 9am and 2.30pm to 3.30pm to ascertain the considerable disarray that has been caused by reason of the increased traffic volume.</p> <p>It is abundantly clear that notwithstanding the publicity about obesity, parents seem to want to drop their children right at the door causing unnecessary havoc for the residents in the area.</p> <p>By adding 105 places, will invariably result in more parents wanting to drop their children, which is adverse to the area, notwithstanding the chaos during term time.</p> <p>In the circumstances, this application should not be proceeded with and alternative venues should be considered for increasing the size of the school.</p> <p>The more controversial alternative would be for a roadway leading from Fryent Way into Fryent Park – this will be most strenuously objected to as it is a green belt area but there does not seem to be any other alternative.</p>	
No definite decision		.	
No indication given	74.	<i>Response form received but only signed – no indication given whether agree or disagree</i>	-
Agree in theory but with grave concerns	75.	<p>Whilst we agree in theory with the expansion we have grave concerns that this would result in an increase in the volume of traffic along Slough Lane and further add to the already present parking problems and traffic flow.</p> <p>The recent changes undertaken to improve the parking situation has actually increased the problem for us and has resulted in far more difficulty for us exiting our property.</p>	Local residents

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		<p>Parked cars now obstruct our view out of our driveway, have increased the risk of serious accident and resulted in cars being parked partly across our driveway.</p> <p>Unless this intolerable situation is remedied we feel we are unable to agree to any expansion proposed.</p>	
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	<p style="text-align: center;">Executive 20 August 2012</p> <p style="text-align: center;">Report from the Director of Children and Families</p>
<p>Wards Affected: None</p>	
<p>Stonebridge Adventure Playground Grant 2012-2014</p>	

1.0 Summary

- 1.1 This report seeks agreement to grant fund a voluntary / community organisation, for one year and seven months, subject to performance, to enable the continued running of Stonebridge Adventure Playground, and delivery of holiday activities during summer, Christmas, Easter, and the half-term breaks.

2.0 Recommendations

Members are asked to:

- 2.1 note the Grant Criteria and Standard Conditions of Grant Aid set out in Appendix 1.
- 2.2 agree the voluntary sector organisation as Brent Play Association, to continue running Stonebridge Adventure Playground, and delivery of holiday activities during summer, Christmas, Easter, and the half-term breaks.
- 2.3 note that in the case the grant funding is withdrawn for performance reasons, that the decision to reallocate the fund is delegated to the Director of Children and Families.

3.0 Background

- 3.1 As detailed in previous reports concerning the Play Service (see Background Papers) some years ago BPA received grant funding from the Council for the provision of play services. A review of the Play Service subsequently recommended a move to contracting. As an initial step and pending a competitive procurement process being undertaken, BPA was awarded an interim contract. Subsequent attempts to procure a contract competitively have failed for the reasons detailed in previous reports. During this time contractual arrangements with BPA have continued on an interim basis.

- 3.2 In recent years the Play Service has contracted and spend has reduced. During the most recent procurement exercise, a limited number of providers showed interest in tendering. This was due to a number of factors including: the limited contract value; the limited duration of the contract resulting from uncertainty over the long term future of the Play Service; and concerns about the commercial viability of the contract, particularly given the possible application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 to staff employed by BPA. As a result, Officers now consider that a grant rather than procurement of a contract is the most appropriate approach for securing the delivery of Play Services.
- 3.3 The Council secured Big Lottery Funding in 2008 to support the upgrade and development of the Stonebridge Adventure Playground, into a high quality Adventure Playground with indoor and outdoor facilities to enhance provision of after-school and holiday play activities. The project enabled children and young people to take part in a wider range of high quality, inclusive and accessible play experiences, in an area with limited access to suitable play spaces.
- 3.4 The Council entered into a Deed of Dedication for 10 years, on 22 July 2008 with the Big Lottery Fund to receive £223,373 funds for the Stonebridge Adventure Playground project. This included requirements that the site only be used for the purposes of the project and not to dispose of the site without the consent of the Fund. There are in addition standard terms and conditions applicable to all funded projects. The standard terms and conditions provide that the Fund can withdraw / require repayment of funds at its discretion if the recipient does not comply with any term.
- 3.5 Officers have explored the option of ceasing support for the Stonebridge Adventure Playground, and paying the funding back to the Big Lottery. However there are a number of risks associated with this option:
- (a) the building and grounds would remain the responsibility of the Council and would therefore need to be maintained, or disposed of;
 - (b) the adventure play ground is the only provision of its kind in the borough and is located in one of the most deprived wards in the borough, and nationally, and there is already limited access to suitable play spaces in the area;
 - (c) the adventure playground is widely valued by the local community, and closure of the playground would be unpopular and controversial.
- 3.6 As detailed at paragraph 3.2, officers having considered a number of options felt it was appropriate that a grant be offered to meet the Councils aims of:
- managing and maintaining the open access of the Stonebridge Adventure Playground;
 - delivering after-school, and Saturday activities at the Playground, during term-time;
 - delivering holiday activities at the Playground during summer, Christmas, Easter, and the three half-term breaks.

running of Stonebridge Adventure Playground, and continued delivery of holiday activities during summer, Christmas, Easter, and the half-term breaks.

4.0 Detailed Considerations

Grant Assessment

- 4.1 Details of the grant appeared on the Councils website, and organisations could download the application form, grant criteria, links to key strategies and standard conditions of grant aid, or have it sent to them on request. The closing date for receiving applications was Friday, 29 June 2012. The Council received one application seeking a total of £187,000 over the one year, seven month period.
- 4.2 Applications were assessed in line with the grant criteria and standard terms and conditions as set out in Appendix 1. These are based on the Voluntary Sector Initiative Fund grant criteria and standard terms and conditions agreed at the Executive Meeting in January 2012.
- 4.3 The assessment of the organisation considered the structure, management, track record where funded before, commitment to equality and diversity and engagement of users in the management and development of projects. All organisations were required to submit references to verify their experience and ability to deliver activities relevant to an Adventure Playground.
- 4.4 All applications were assessed by a management accountant to ascertain the financial viability of the organisation. This process was carried out in accordance with guidance from the Council's contract standing orders. The assessment included detailed financial analysis for each organisation.
- 4.5 The assessment of applications looked at partnerships with other organisations in the borough, and at a regional and national level, any other match funding proposed, the quality of the proposal including how success would be measured, and the exit strategy. Officers noted the activities to be provided, links with existing services, and the outcomes and outputs to be achieved.
- 4.6 One application was received, a copy is included in appendix 1 detailing how the organisation is to meet the Councils aims, and which meets the funding criteria, offers value for money and aligns with the Council's priorities and associated service provision in the borough. Officers recommend that the grant be awarded to Brent Play Association (BPA).

Organisations	Amount requested first 7 months (£)	Amount requested 2 nd year (£)	Total amount requested (£)
Brent Play Association	69,000	118,000	187,000

- 4.7 The Stonebridge Adventure Playground opened in 1976, and BPA have been managing and maintaining the Playground for the last 21 years. During this period BPA have successfully delivered against project objectives, which have changed significantly over the years, and they are viewed as a low risk in their capacity to deliver the current project.

- 4.8 If members agree to the recommendation in this report, BPA will be issued with a written agreement clearly stating the activities to be provided, the outputs to be achieved, and any special conditions will be included in this.
- 4.9 Officers in the Children & Families, Early Years and Integrated Services Team will monitor BPA's performance against the output and outcomes set out in their funding agreement. As part of this process the team will have regular meetings with BPA, and will carry out planned and unannounced inspections.

5.0 Conclusion

- 5.1 Members are asked to note and approve that the grant to support the continued running of Stonebridge Adventure Playground, including provision for holiday activities, be awarded to BPA, which will run between 1 September 2012 and 31 March 2014, subject to performance.

6.0 Financial Implications

- 6.1 The Stonebridge Adventure Playground Grant is £187k over one year and seven months.
- 6.2 The recommendation made in this report can be implemented within the available budget.
- 6.3 As set out in paragraph 3.4 of this report, failure to provide this grant would introduce a risk of claw-back of the original Big Lottery Fund grant of £223,373. There would be other risks for the Council in doing this which are explained in paragraph 3.5 of this report.
- 6.4 The table below outlines the funding awarded to BPA over the last 3 financial years, which also included an amount for delivering after-school clubs for children and young people with Special Educational Needs (SEN) and Disabilities at Manor and The Village Schools.

2009/10	2010/11	2011/12
£150k	£150k	£150k

7.0 Legal Implications

- 7.1 The Council has powers under s137 Local Government Act 1972 and s2 Local Government Act 2000 to make grants to voluntary organisations.
- 7.2 The decision to award a grant is discretionary. The Council's discretion must not be fettered by previous commitments they may have given and it should make its decision in the light of present circumstances.

- 7.3 The Council is bound to act reasonably and must take into account relevant considerations and to ignore irrelevant considerations, and should consider its fiduciary duty towards local taxpayers.
- 7.4 Under section 3(1) of the Local Government Act 1999, Brent Council, as a “best value authority” is under general duty of best value to “make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness”. Under the duty of best value, the Council should consider overall value, including environmental and social value, when reviewing service provision.
- 7.5 Before deciding how to fulfil their best value duty, local authorities are required to consult a wide range of local persons, including voluntary and community sector organisations and businesses as set out in section 3(2) of the Local Government Act 1999.
- 7.6 In April 2011, the Government circulated draft Best Value Statutory Guidance (“the Guidance”) for consultation. According to that Guidance, local authorities should be sensitive to the benefits and needs of voluntary and community sector organisations and should seek to avoid passing on disproportionate cuts. The Guidance also advises that a local authority intending to reduce or end grant funding or other support to a voluntary or community organisation that will materially threaten the viability of the organisation or service it provides should give at least three months’ notice to both the organisation involved and the public/service users. The Guidance also advises that a local authority should actively engage the organisation as early as possible on the future of the service, any knock-on effect on assets used to provide this service and the wider impact both on service users and the local community. The Guidance also advises that where appropriate, local authorities should make provision for an affected organisation or wider community to put forward options on how to reshape the service or project and local authorities should assist this by making available all appropriate information.
- 7.7 As a public authority the Council is subject to a specific duty in relation to the Equality Act 2010: ‘Meeting the general equality duty requires ‘a deliberate approach and a conscious state of mind’. R (Brown) v Secretary of State for Work & Pensions [2008] EWHC 3158 (Admin). Members must know and understand the legal duties in relation to the public sector equality duty and consciously apply the law to the facts when considering and reaching decisions where equality issues arise.
- 7.8 The Equality Act 2010 introduces a new public sector equality duty which came into force on 6th April 2011. The duty placed upon the council is similar to that provided in earlier discrimination legislation but those persons in relation to whom the duty applies have been extended.
- 7.9 The new public sector equality duty is set out at Section 149 of the Equality Act 2010. It requires the Council, when exercising its functions, to have ‘due regard’ to the need to eliminate discrimination, harassment and victimization and other conduct prohibited under the Act, and to advance equality of opportunity and foster good relations between those who share a ‘protected characteristic’ and those who do not

share that protected characteristic. A 'protected characteristic' is defined in the Act as:

- age;
- disability;
- gender reassignment;
- pregnancy and maternity;
- race;(including ethnic or national origins, colour or nationality)
- religion or belief;
- sex;
- sexual orientation.

Marriage and civil partnership are also a protected characteristic for the purposes of the duty to eliminate discrimination.

7.10 The previous public sector equalities duties only covered race, disability and gender.

7.11 Having due regard to the need to 'advance equality of opportunity' between those who share a protected characteristic and those who do not includes having due regard to the need to remove or minimize disadvantages suffered by them. Due regard must also be had to the need to take steps to meet the needs of such persons where those needs are different from persons who do not have that characteristic, and encourage those who have a protected characteristic to participate in public life. The steps involved in meeting the needs of disabled persons include steps to take account of the persons' disabilities. Having due regard to 'fostering good relations' involves having due regard to the need to tackle prejudice and promote understanding. Complying with the duty may involve treating some people better than others, as far as that is allowed by the discrimination law.

7.12 In addition to the Equality Act, the Council is required to comply with any statutory Code of Practice issued by the Equality and Human Rights Commission. New Codes of Practice under the new Act have yet to be published. However, Codes of Practice issued under the previous legislation remain relevant and the Equality and Human Rights Commission has also published guidance on the new public sector equality duty. The advice set out to members in this report is consistent with the previous Codes and published guidance.

7.13 There is no prescribed manner in which the equality duty must be exercised. However, the Council must have an adequate evidence base for its decision making. This can be achieved by means including engagement with the public and interest groups and by gathering relevant details.

7.14 Members should be aware that the duty is not to achieve the objectives or take the steps set out in section 149 of the Equalities Act 2010. Rather, the duty on public authorities is to bring these important objectives relating to discrimination into consideration when carrying out its public functions, which includes grant funding. "Due regard" means the regard that is appropriate in all the particular circumstances in which the authority is carrying out its functions. There must also be a proper regard for the goals set out in s.149. At the same time, Members must also pay regard to any countervailing factors, which it is proper and reasonable to consider, which include budgetary pressures, economics and practical factors. The weight of these

countervailing factors in the decision making process is for Members in the first instance.

8.0 Diversity Implications

8.1 This grant funds the provision of a vital service in one of the most deprived and diverse areas of the borough. We are satisfied that BPA are able to provide a service that meets the needs of this community and will monitor this through on-going equality and diversity monitoring reports which are a condition of the award..

9.0 Background Papers

- Report to the Executive 12 February 2007 Review of Play Services Ref: C&F-06/07-019
- Ofsted Registration of childcare providers from September 2008
- Report to the Executive 17 November 2008 Authority to Extend the Existing Contract and Award a New Contract for the Delivery of Play Services in Brent Ref: C&F08/09-008
- Report to the Executive 16 March 2009 Authority to Extend the Existing Contract for the Delivery of Big Lottery Funded Play Services in Brent Ref: C&F08/09-021
- Report to the Executive 14 July 2009 Authority to extend the existing contract and invite tenders for the delivery of play services in Brent. Ref: C&F-09/10-002
- Report to the Executive 11 August 2010 Authority to extend the existing contract.
- Report to the Executive 23 May 2011 Authority to award a contract for the delivery of services at Stonebridge Adventure Playground and Special Needs Afterschool Clubs in Brent.

Contact Officers

Graham Genoni, Assistant Director, Social Care, 4th Floor Chesterfield House
9 Park Lane, Wembley Middlesex HA9 7RW.
Tel: 020 8937 4091. Graham.genoni@brent.gov.uk

Sue Gates, Head of Integrated and Extended Services, 3rd Floor Chesterfield House
9 Park Lane, Wembley Middlesex HA9 7RW.
Tel: 020 8937 2710. Fax: 020 8937 3125. Email: sue.gates@brent.gov.uk

KRUTIKA PAU
DIRECTOR OF CHILDREN & FAMILIES



Stonebridge Adventure Playground Grant Fund September 2012- March 2014

Application pack

Brent Council Stonebridge Adventure Playground (SAP) grant fund 2012-2014

Click on the link below to take you directly to the section.

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Deadline for applications is midday on the Friday 29 June 2012.

To apply, please complete and return this form by email to simon.topping@brent.gov.uk.

If you have any questions please contact the Partnership Officer (Simon Topping) on 0208 937 3295 who will be pleased to help you.

Brent Council SAP grant funding 2012-2014

Introduction and summary guidance notes

What is the Stonebridge Adventure Playground Grant Fund?

At Brent Council, we know that harnessing the expertise of the voluntary and community sector in Brent is crucial for engaging local communities and achieving better outcomes for the Borough.

The SAP grant fund helps the voluntary and community sector in Brent to deliver work to support the [Council's Borough Plan](#) which aims to reduce poverty and inequality, and ensure that local people live in a safe, sustainable and well maintained environment, and are enabled to fulfil their potential and improve their quality of life.

How do I apply for the SAP Grant Funding 2012 – 2014?

Applications will be assessed strictly on the basis of information provided in this application pack. It is important that you include all the information required on this application form otherwise your application may not be considered.

If you have any queries please contact the Partnership Officer (Simon Topping) on 0208 937 3295 who will be pleased to help you.

Deadline for applications is midday on the Friday 29 June 2012.

To apply, please complete and return this application pack by email to simon.topping@brent.gov.uk

LATE APPLICATIONS WILL NOT BE CONSIDERED

What project is the Council looking to fund?

We are seeking to fund a project from September 2012 - March 2014 (for 1 year and 7 months), which will:

- manage and maintain the open access of the SAP;
- deliver after-school, and Saturday activities at the SAP, during term-time;
- deliver holiday activities during summer, Christmas, Easter, and during the three half-term breaks

How much grant funding can I apply for?

Organisations can apply for funding of up to £118k for the first year, and up to £69k for the next 7 months. The maximum amount of funding available over the 1 year and 7 months is £187k.

How will the grant be paid?

Projects in this round will be funded from 1 September 2012, with grant paid in quarterly instalments (dependant on performance).

Is my organisation eligible to apply for the SAP grant fund?

This funding is available to organisations which:

- Are non-profit making or a social enterprise
- Have been in operation for at least 12 months
- Run projects which benefit Brent residents and support the aims of the [Council's Borough Plan](#)
- Have a good organisational structure, and an effective management committee (minimum 6 people)
- Have effective financial management
- Comply with the Council's standard terms and conditions of grant aid (see page 24)
- Can evidence commitment to equality and diversity in staffing, management and project delivery
- Involve users in management, and development of projects
- Have a constitution or set of rules and a bank account with a minimum of two signatories
- Have a track record of delivering high quality, after-school and holiday activities
- Experience of providing open access and maintaining an Adventure Playground

What criteria will be used to assess applications?

Applications for funding will need to meet the following criteria:

1. Experience of managing and maintaining an Adventure Playground.
2. Experience of delivering high quality after-school, and holiday activities to Children and Young People.
3. Project goals support the [Council's Borough Plan](#) priorities and align with statutory service provision in the borough.
4. Funding is not to support religious or political purposes or individuals.
5. Funding is not being given retrospectively for projects already completed or partially completed.
6. Organisation has other sources of revenue funding and a good track record of delivery. The council will not be an organisation's largest single revenue funder.
7. Organisation will provide completed progress reports and documentation agreed upon in a schedule on a quarterly basis to enable monitoring of services, including equality monitoring.
8. Organisation will monitor and report equality and diversity data to the Council to enable an assessment of how grants benefit residents in relation to protected characteristics under the Equality Act.
9. The organisation has a Child Protection Policy, Safeguarding Adults Policy and CRB checks.
10. Organisation will cooperate with site visits from Council officers to meet staff, users and members of your management committee.

Alongside meeting the criteria, the following factors will be used to assess which bids are successful:

- best alignment with Borough Plan priorities and associated statutory service provision.
- partnership, networking and liaising with statutory and voluntary bodies within the Borough.
- local, regional and national partnerships in which the organisation is involved.
- other sources of funding that will contribute to the project.
- the track record of your organisation with the Council, if we have worked with you previously.

What should I make sure I include in the application?

1. Explain the current relationship of your organisation with the children and young people you intend to work with, and how you will target this group as part of the project.
2. Explain how the project will impact on children and young people.

3. Provide clear details of how the funding will be used over the funding period, explaining what outputs (activities or products) you will deliver, what impact you hope to achieve as a result of these, and how you will monitor if you are achieving these changes in the course of the project.
4. Set out clear project governance, including performance and financial management arrangements.
5. Show how you will ensure quality remains high during the course of the project.
6. Outline an Exit Strategy which explains potential plans for the project after the funding has ceased, including how changes achieved will maybe sustainable beyond this.
7. Include all documentation requested in section 6.

Brent Council SAP grant funding September 2012- March 2014

Section 1: General

1.1 Please confirm your project will? (see p4 for explanations of themes)

Manage and maintain the open access of SAP	yes <input type="checkbox"/>
--	------------------------------

Deliver after-school, and Saturday activities at the SAP, during term-time	yes <input type="checkbox"/>
--	------------------------------

Deliver holiday activities during:	
Summer	yes <input type="checkbox"/>
Christmas	yes <input type="checkbox"/>
Easter	yes <input type="checkbox"/>
Half-term breaks (x3)	yes <input type="checkbox"/>

For office use only: Meets mandatory requirements?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	------------------------------	-----------------------------

Comments:

1.2 What amount of grant funding are you applying for?

In 2012 - 2013 (7 months)	£ 69k
---------------------------	-------

In 2013 - 2014 (12 months)	£118k
----------------------------	-------

For office use only: Meets mandatory requirements?
--

Yes No

Comments:

1.2 You can apply for funding up to £69k in the first 7 months and up to £118k in 2013 -2014.

A max of £187k is available

1.3 Is your organisation currently receiving three year grant funding from the Council's Voluntary Sector Initiative Fund?

No <input type="checkbox"/> X

1.4 What is the name of the project you want to deliver?	
Stonebridge Adventure Playground	
Proposed start date	Proposed end date
Sept 2012	March 2014

1.4 Projects will be funded from 1 September 2012

Section 2: About your organisation

2.1 Organisation contact details

The name of your organisation (as it appears on your Constitution/Memorandum and Articles of Association):

Brent Play Association

Correspondence address (including postcode):

Ground Floor,

Peppermint Heights,

Northwick Road,

Alperton,

Middlesex,

HA01LG

Is this your *(please tick as appropriate)*:

a) Main office for your organisation?

YES x

b) Registered office?

c) The address of the main contact?

Phone: 0208 810 9126 0208 998 9986 07710179697

Fax: 0208 810 9986

Email: info@brentplay.org

Website: www.brentplay.org

2.2 Application contact person

Name of contact (the contact person should either be a member of the management committee or a senior employee of the organisation. They must have the authority to complete the application on behalf of the organisation).

Douglas Lee

Position: Manager

Phone: 0208 810 9126 07710179697

Fax: 0208 998 9986

Email: doug@brentplay.org

2.3 What is the legal status of your organisation?	
Registered charity	yes
Registration number:	1085110
Company limited by guarantee	yes
Registration number:	3875532
An unregistered organisation	<input type="checkbox"/> no
Part of a regional/national organisation	<input type="checkbox"/> no

2.3 If your organisation is a registered charity as well as a company limited by guarantee, you should tick both boxes and provide the registration numbers. If your organisation is neither but has a written constitution your organisation is considered to be an unregistered organisation.

As evidence please submit a copy of your constitution/Memorandum and Articles of Association. Only voluntary and community organisations that have a constitution or set of rules and a bank account with a minimum of 2 signatories are eligible to apply. The project you are applying to deliver must match your constitutional aims.

Originally established in 1980 as the Stonebridge Adventure Centre Association, which later evolved into the Borough-wide Brent Play Association

2.4 When was your organisation constituted

Month: 11th November Year 1999

For office use only: Meets mandatory requirements?

Yes No

Comments:

2.4 Organisations that have been established for less than 12 months will not be eligible for funding.

2.5 What are the main aims of your organisation?

To provide and support a variety of high quality children’s out of school play facilities; before and after school clubs, homework clubs, integrated childcare and education schemes, saturday clubs, holiday play schemes, and facilities for children who have special needs.

2.5 What is your organisation trying to achieve? You may want to provide evidence of your activities eg. by submitting copies of brochures or leaflets.

<p>For office use only: Meets requirements?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Comments:</p>
--

2.6 Please describe the current/main activities of your organisation?

Promoting and providing play facilities for children

Ascertaining and meeting the needs of local communities with particular regard to play provision.

Providing training, quality assurance, and development initiatives for the particular benefit of children and young people

Working with a range of other organisations and groups to promote opportunities for children and young people in a variety of out of school settings.

Organising activities, play opportunities and special events including:

Sports, Arts, Crafts, Music , Go-Karting, Inflatables, off-site trips and much more, for the particular benefit of children and young people from a wide range of backgrounds.

Do you provide activities outside of Brent? Yes No

<p>For office use only: Meets requirements?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Comments: <input style="width: 500px;" type="text"/></p>

2.6 Describe any activities your organisation offers or organises, events that it coordinates or is involved in supporting.

Please tell us if you provide activities outside of Brent. The purpose of the grant is

2.7. Your staff

How many full-time or equivalent paid staff are there in your organization?

2.7 The Council requires organisations to have a minimum of six members on the management committee

7 full time permanent staff Additional staff are employed on a seasonal basis.
How many volunteers are there in your organisation (not including management committee members)?
This varies from approx 6 to 15

How many members are there on the trustee board/management committee?
Total: 8 Please specify the names of any of your management committee who are: a) Brent Councillors none b) Brent Council Officers: Princess Omega Gibbs is employed as a Senior practitioner within the Children and Families dept.
For office use only: Meets requirements? Yes <input type="checkbox"/> No <input type="checkbox"/> Comments:

2.8 Diversity of your management committee. How many are...	Numbers
Male	3
Female	5
Disabled	
Lesbian, gay, bisexual & transsexual (LGBT)	
Older people (60+)	
Younger people (under 25)	Youth sub committee (25)
Black and Minority	Afro caribbean 3

2.8 This information is needed for the Council's Equality and Diversity monitoring

Ethnic (BME) (write which communities in next column along and numbers to the far right)	Black British	3
	Indian	1
	White	1

2.9 Which organisations (including statutory bodies) do you work in partnership with?
<p>Brent Council : Children with disabilities team, Children and families dept., Youth Service</p> <p>Network Stadium Housing,</p> <p>Brent Mencap, Resources for Autism, Gateway</p> <p>City & Guilds</p> <p>The John Lyon’s Charity</p> <p>Local Schools</p> <p>Groundworks</p> <p>Community Boats Association</p> <p>We also have representation within Play England</p>
<p>For office use only: Meets requirements?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Comments:</p>

2.9 If applicable. This is any organisation you work with to deliver services/activities and may include organisations you provide/receive referrals to/from.

Please include if you are a member of local or national partnerships and/or council forums or working groups.

<p>2.10 Do you currently receive any funding from Brent Council or our key partners ? If yes, please state the type and level of funding.</p>
<p>Existing contract to run Stonebridge Adventure Playground, after school clubs and holiday play schemes for children with special needs</p> <p>Holiday Play schemes for children with special needs</p> <p>Funding varies.</p>
<p>For office use only: Meets mandatory requirements?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Comments:</p>

2.10 We will want to check track records if we already fund your organisation. Include details of any funding already received from Brent Council (including use of resources, office space, etc).

Applications for themed grant funding may not be eligible if it means there is an over reliance on the Council for funding your organisation as a whole.

<p>2.11 References</p> <p>Please provide the contact details of an individual from two organisations that you currently provide services to, work with or receive funding form that we can contact for a reference.</p>		
	Referee 1	Referee 2
<p>Name of Organisation:</p> <p>Address:</p>	<p>Brent Council:</p> <p>George Riley (Children with disabilities team) Recently left Brent.</p> <p>George.riley@hotmail.com</p> <p>Angela Chiswell (Youth Service)</p>	<p>Erik Mesel John Lyon’s Charity</p> <p>e.mesel@johnlyonscharity.org.uk</p> <p>0207 591 3502</p>

Phone Number:	Angela.chiswell@brent.gov.uk	
Email:		
Name of Contact Person:		
Your connection with this organisation:	We have always worked closely with various departments of Brent Council.	We administer grant funding on their behalf, have developed the John Lyon's Narrow boat and Community leadership awards with their help.

2.11 Your referees should be someone who has worked with your organisation, has knowledge services and who can comment on the quality of your service. They should be independent to your organisation. Please do not include personal acquaintances.

A reference form is included in this pack which you should forward to you referees so that they can complete the form and return it via email to simon.topping@brent.gov.uk by midday on Friday 29 June 2012 with the subject title 'SAP Grant funding for <your organisation's name>'.

Section 3: About the project

3.1 Describe clearly the activities / equipment the project will fund, and where applicable delivery times?

Indoor: Arts, Crafts, Video room, ball pond, kitchen (cooking activities)

Table-football, drama, dance, yoga, music, pool, films, free play e.g home corner playhouse etc. Computers, play station, wii , board games such as chess, draughts

Outdoor Adventure structures, aerial runway, sand and water play, inflatable bouncy castles and obstacle course, sports pitch, gardening

3.1 What is the ultimate impact you would like to achieve through your project?

The aim should be realistic given the level of funding and the size of your organisation.

Off-site trips to places of interest.

We aim to provide sufficient stimulating and creative activities for the wide age-range of users. The activities on offer are designed to meet the developmental needs of children from 5-17 years of age.

We also aim to maximise the face to face 'contact-time' with children and young people, by extending wherever possible the opening times of the adventure Playground, and the opportunities for weekend trips etc.

We do all this in order to assist children in developing themselves through social integration, and confidence building. We also help them to develop a wide range of new skills and interests and express their creative and constructive abilities.

Through a strong staff team which is part of, and therefore can relate to the local community we offer the children and young people good role models with whom they can build trusting relationships and thereby counter some of the more negative influences of peer pressure and gang culture.

For office use only: Meets requirements?		
Yes <input type="checkbox"/>	No <input type="checkbox"/>	TBD <input type="checkbox"/>
Comments:	<input type="text"/>	

3.2 How will you ensure the SAP is maintained to an appropriate level to meet all Health & Safety requirements, including Adventure Playground equipment standards

Since we have run SAP we have always ensured that it meets the criteria required by Health and Safety legislation.

This includes:

Three full playground inspections per year, where each piece of equipment is examined and given a rating by a professional.

Regular daily and weekly safety checks and risk assessments by staff

Pat testing electrical equipment inside the premises

Daily checks of equipment

Accident and emergency procedures

A clean and hygienic environment

A healthy eating policy regarding food prep

Staff who are trained in First Aid, Fire safety, Safeguarding, Risk assessment, and the theory and practice of Play and Play work.

All insurance policies are appropriate and current

For office use only: Meets requirements?

Yes No TBD

Comments:

3.3 What is the present need and how will you ensure children and young people are consulted about the project?

The current need is for a safe but stimulating play environment where children of all ages can socialise, participate in creative activities, and develop their knowledge, and skills. This is particularly important in a high-density housing area such as Stonebridge.

The Youth Sub-committee was first set up in the 1980's and children and young people attended meetings on a voluntary basis to provide feedback on the development of the Adventure Centre. The original group fed into the main Stonebridge management committee, and was instrumental in helping to secure funding for the redevelopment of the original centre from a one roomed building into the Centre it now is. In 2008 a similar young people's group represented the Centre users on the BLF project planning and delivery, effectively overseeing the redevelopment of the Adventure Playground into what it is today.

The children are always asked to contribute to Play scheme planning and give their views on activities and events.

For office use only: Meets requirements?

Yes No TBD

Comments:

3.3 Explain how you know there is a need for the project and how you will consult children and young people

3.4 What actions will the project undertake in order to achieve its aim, how will these actions be delivered and what is the intended outcome of each action?

Outputs/action	How this will be delivered	Outcome
<i>E.g. Weekly homework club sessions for children aged 7-15</i>	<i>E.g. dates, frequency, location, who will deliver it etc</i>	<i>E.g. Improvement in literacy skills</i>

First 7 Months		
Play schemes	A range of indoor and outdoor activities as listed in 3.1	Children and young people's development assisted through greater socialisation, physical activities building stamina strength and flexibility, learning new skills, acquiring knowledge, and expressing themselves creatively and emotionally.
After school		As above
Weekends		As above
In Year 2		
Playschemes each holiday		
After school	A range of indoor and outdoor activities	
Weekends		
For office use only: Meets requirements? Yes <input type="checkbox"/> No <input type="checkbox"/> TBD <input type="checkbox"/> Comments:		

3.4 This section should provide a detailed description of the key activities that will be delivered over the duration of your project. You should indicate exactly which ones this grant money will fund.

Outputs – the activities or products you intend to deliver, who this is intended to benefit, and the number you intend to deliver if applicable.

How this will be delivered – include details such as dates, frequency, location, and key partners that will help to deliver.

Outcomes – the change/ benefits that will take place due to the action/activity. These should relate the overall aim of the project, forming steps to achieving the overall aim, and need to be things which the organisation can reasonably control.

3.5 Will other organisations work with you to deliver this project (including statutory bodies)? If so, please state their name and the role they will have in the project.

Brent Council (various departments)

Local schools and nurseries use the centre daily during term time

RFA

For office use only: Meets requirements?

Yes

No

TBD

Comments:

3.6 What evidence will you record in order to show you are achieving your intended outcomes, and how will you collect this?

Outcome (as stated in 3.4)

E.g. Improvement in literacy skills

Outcome evidence and how this will be collected?

E.g. improved grades at school in arts subjects known by asking participants for feedback on grades received at start and end of programme

First 7 months

Records of meetings with staff, children and members of the local community in Stonebridge

Examples of work carried out

Plans, rotas, and programme reports

Health and safety checks

	Feedback from other organisations
In Year 2	
	As above
	Surveys and questionnaires
	Inspection reports
	Developed / reviewed policies and procedures
	Benchmarking against similar organisations
For office use only: Meets requirements? Yes <input type="checkbox"/> No <input type="checkbox"/> TBD <input type="checkbox"/> Comments	

3.5 This information will be used to monitor your project on a regular basis. You should think about how you can collect evidence on a regular basis to show that your services are being delivered, and the extent to which outcomes are being achieved. This data could include pictures of events you have held, records of the number of people attending sessions, collecting testimonials/ feedback from those attending. Funding in subsequent years is not automatic as the project will be subject to regular monitoring processes and a self-assessment each year.

3.7 How would you ensure equal access to your project?

Because the Centre has free open-access no child need feel excluded. It is adapted for children who have special needs e.g. it has a wheelchair ramp access, and a disabled toilet. The activities on offer are suitable for all.

We celebrate cultural diversity in the form of acknowledging the many and varied groups who use the centre.

3.8 How many people do you expect to benefit from your project?

Of these, how many are/have... Staff/Volunteers Service users

Of these, how many are/have...	Staff/Volunteers	Service users
Total		
Brent residents		
Residents from outside Brent		
Age		
0-4 Accompanied by parents or carer's		30
5-14 Core group		90
15-24 By agreement with staff on-site		20
25-44 parents foster carers and grandparents		20
45-60 parents foster carers and grandparents		
60-75 parents foster carers and grandparents		
75-85 parents foster carers and grandparents		
85+ parents foster carers and grandparents		
Gender:		
Male		80

3.8 Please fill this out where the protected characteristics are appropriate to the project you are applying for funding for.

Include approximate numbers. If you do not have this data please indicate which groups you expect your project to benefit by placing a 'Y' in the relevant box. You will be expected to monitor this and provide numbers for each relevant protected characteristic based on a methodology agreed with the council as part of the project reporting.

Female		80
Disability:		
Physical impairment		Y
Sensory impairment		Y
Mental health condition		Y
Learning disability		Y
Longstanding illness or health condition		Y
Other (such as disfigurement) Please specify:		Y
Race:		
White British		5%
White Irish		2%
Other White background (please specify)		10% Polish and eastern European
Mixed		
White and Black Caribbean		5%
White and Black African		2%
White and Asian		2%
Other mixed background (please specify)		
Asian or Asian British		
Indian		4%
Pakistani		2%
Bangladeshi		
Asian British (Afghan and Iranian)		2%
Other Asian background (please specify)		
Black or Black British		
Caribbean		7%

African (including Horn of Africa)		18%
Black British		40%
Other Black background (please specify)		
Chinese or other ethnic group		
Chinese		
Chinese British		1%
Chinese other (please specify)		
Any other (please specify)		
Faith		
Christian		40%
Muslim		30%
Jewish		1%
Buddhist		1%
Sikh		1%
Jain		1%
Hindu		3%
Baha'i		
No religion		5%
Prefer not to say		18%
Please include figures relating to other protected characteristics where these are applicable to the proposed project		
Sexuality		
Pregnancy	NOT APPLICABLE	
Gender Reassignment		
Other		
Data for project <input type="checkbox"/>	OR Data for whole organisation <input type="checkbox"/>	

3.9 What would you expect your exit strategy to be at the end of the funding period?

To ensure that the Stonebridge Adventure Playground remains open, and its activities continue for the benefit of children and young people in particular, and the community of Stonebridge and surrounding area. We will be in receipt of income from our new premises at Peppermint Heights, and will continue our fund-raising activities with a view to continuous development and improvement of the Centre.

3.9 As part of the project monitoring you will need to provide evidence of how you are working to achieve the strategy outlined here.

For office use only: Meets requirements?

Yes

No

TBD

Comments:

Section 4: Financial Information

4.1 Project Costs

Summary of total project costs	Year 1	Year 2
	Brent Council	Brent Council
	£ 69,000	£ 118,000
	Other sources	Other sources
	Total funding	Total funding
	£ 69,000	£ 118,000

Breakdown of project costs:

Expenditure item	Grant Contribution Year 1, £	Grant Contribution Year 2, £	Grant Contribution Total, £	Other sources Year 1, £	Other sources Year 2, £	Other sources Year 2, £
Salaries/ Wages	47278	81048	128326			
N.I Contr Employer	6038	10064	16102			
Training & Recruitment	980	1680	2660			
Fundraising costs	Met by BPA	Met by BPA	Met by BPA			
Other – Administration Costs	1633	2800	4433			
Total direct costs	55929	95592	151521			
Rent & Rates	Peppercorn					
Insurance	2150	3685	5835			
Maintenance	1867	3200	5067			
Electricity/Gas/ Water	1905	3265	5170			
Printing & Stationery	554	950	1504			
Telephone & Fax	224	384	608			
Accountancy & Audit	758	1300	2058			
Cleaning & Sundries	1722	2952	4674			
Bank Interest & Charges	379	650	1029			
Subscriptions/Publications	Met by BPA	Met by BPA	Met by BPA			

Advertising & Publicity	Met by BPA	Met by BPA	Met by BPA			
Travel/Vehicle Expenses-3 Mini Buses	Met by BPA	Met by BPA	Met by BPA			
Equipment, TV Licence, playground Inspections, volunteer expenses Other – please state	3513	6022	9535			
Use of Peppermint Heights after school holidays and weekends	Met by BPA	Met by BPA	Met by BPA			
Narrow Boat-Trips & residential	Met by BPA	Met by BPA	Met by BPA			
Total indirect costs	13071	22408	35479			
Total, £	69000	118000	187000			

4.1 It is important you complete this table as fully and accurately as possible.

Please note this funding is intended to allow delivery of a specific project, not as a contribution towards core funding for your organisation. Suggested costs are indicated in the table. The number of rows in this table is just for guidance. Please continue on an additional sheet if you need to.

Have you applied to other organisations for funding for this project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you intend to undertake other fundraising activity to contribute to the costs of this project?	X <input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes, please give details below:

Funder/ Fundraising activity	Amount	Confirmed (Y/N)
John Lyon's Charity	£140,000	Y
This funding is for 'added value' to cover the costs as stated 'met by BPA' in the above table.		
BPA has ring fenced £25,000 of reserves as contingency funding		
Capital Radio grant for art equipment	£850	Y

<p>For office use only: Meets requirements?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> TBD</p> <p>Comments:</p>		

4.2 Please give details of organisations which you have applied to for contributions to the project. Priority will be given to organisations that have secured other sources of funding. Please also detail any fund raising activities that you intend to undertake to cover part of the project costs if applicable.

The assessment of your bid will include a financial assessment. The council will look at accounts submitted and consider levels of working capital and the balance of reserves, value for money of proposed project costs and associated other sources of funding.

Accurate financial records with specified levels of detail will be required as part of project monitoring. The Council may withhold funding payments if it is not felt that the financial management of the project is sufficient. Also, in relation to fraud:

- In cases where the council suffers a financial loss, we will always seek recovery.
- Where an organisation is involved in the fraud, the council will also make referrals to the relevant governing body, i.e. Charities Commission, Registrar of Companies.

Section 5: Any additional information

If you wish to make any additional comments as part of your application, please do so below:

Quality and Value added:

BPA occupies a unique position within Brent.

Having established excellent links within the local community at Stonebridge during the early development of the Adventure Centre, we have successfully raised funds to :

extend the premises

redevelop the adventure playground

add new outdoor equipment such as the aerial runway and giant swings

purchase new equipment through the 3 year BLF projects such as the go karts, gazebos and bouncy castles

purchase 3 vehicles

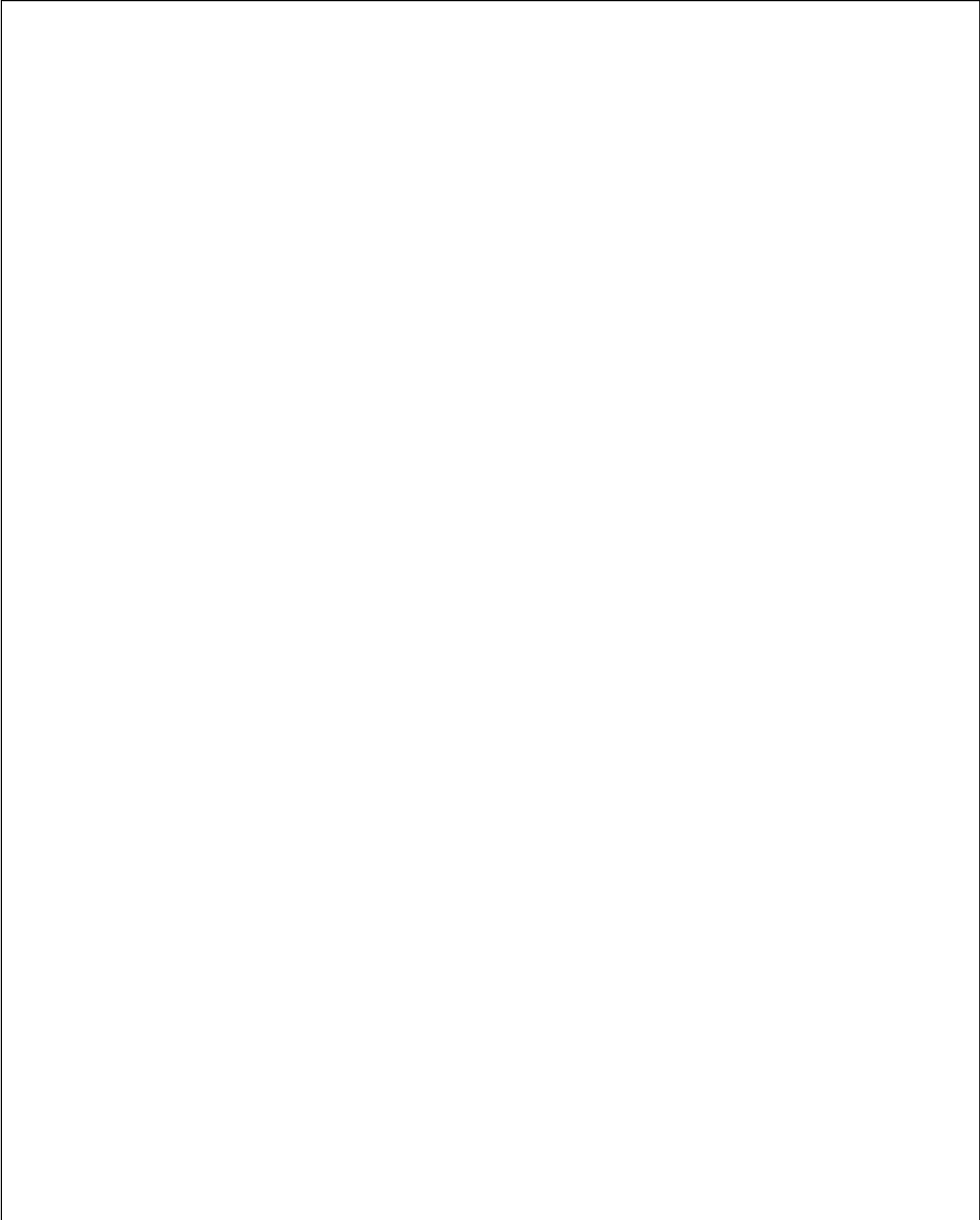
offer free use of the John Lyon Narrow boat project

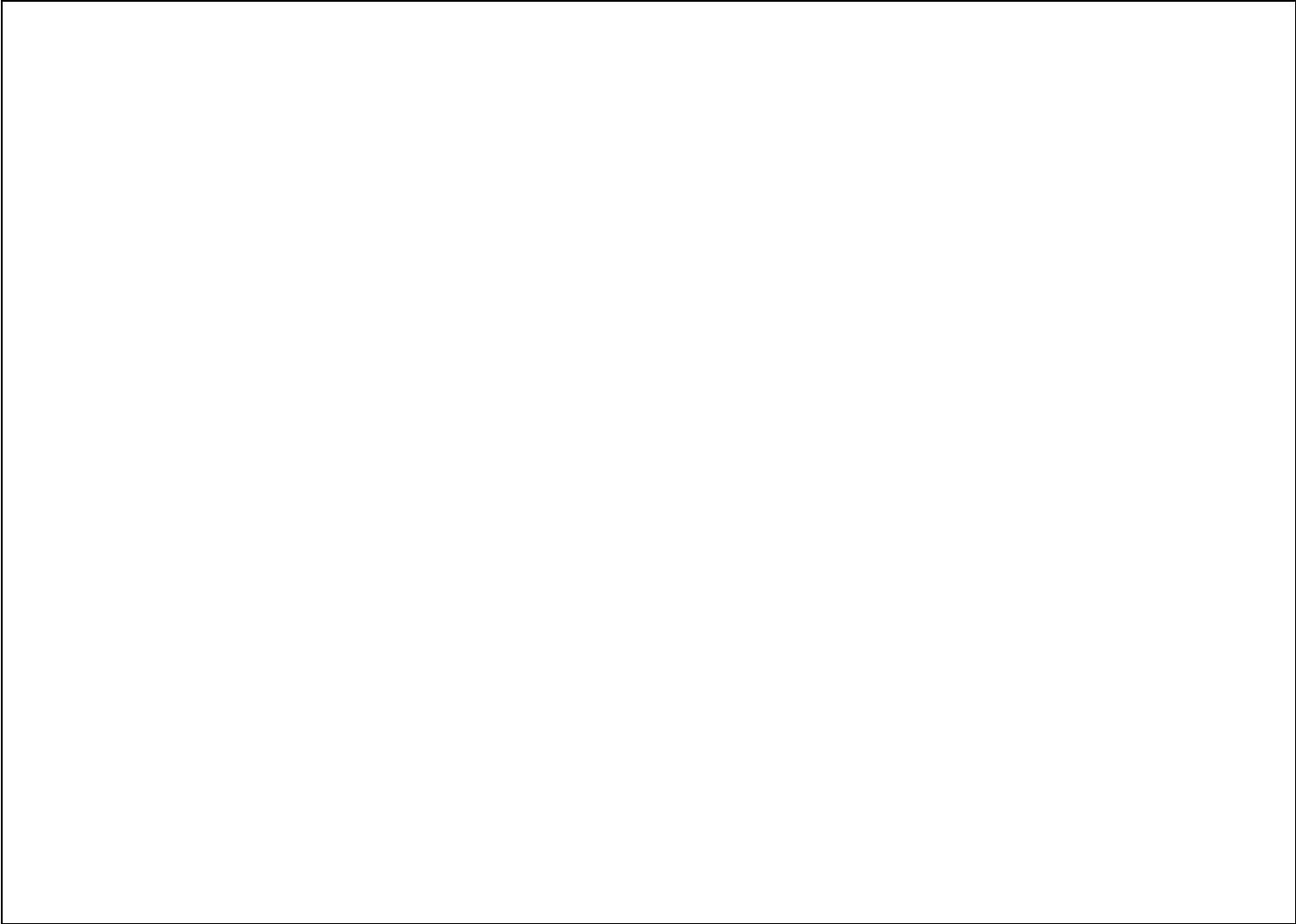
offer free use of the new centre at Peppermint Heights

BPA has also trained and qualified its staff in all the required areas

We have also been managing the campaign to 'Keep Stonebridge Adventure Playground Open' see www.brent.org where Audley Harrison initiated a PR exercise to raise the profile of the last remaining Adventure Playground in the Borough.

We have therefore been involved with Stonebridge Adventure Playground since its inception in 1975, and have sought to continually improve it as a community facility, and our current and long-term strategy is to continue to do this





Section 6: Declaration

We encourage applications to be sent electronically. Therefore, please complete the declaration below either by inserting an electronic signature, or by including a scanned version of this page once signed as an additional document with your application.

Name of organisation: Brent Play Association

On behalf of the organisation, we the undersigned confirm that the information contained in the application is correct and complete to the best of our knowledge and acknowledge that if the Council agrees to make a grant, this will be used exclusively for the purposes described.

To be signed by two members of the organisation including the Chair

Print Name: MOSES

Signed: *Moses*

Position in Organisation: Chair

Date: June 27th 2012

Print Name: Douglas Lee

Signed: *Douglas Lee*

Position in Organisation: Manager

Date: 27.06.2012

If you include a scanned version of a signed hard copy, ensure you keep a copy of the original document.

Section 7: Additional information required and application checklist

7.1 Please ensure you have submitted the following additional documentation with your application

(applications will only be assessed on the basis of documents submitted – no chasing of outstanding documents will be undertaken):

	Included?
Constitution / Memorandum & Article of Association/Trust Deed <i>(You must include this. Only organisations that have a constitution or set of rules and a bank account with a minimum of two signatories are eligible to apply).</i>	yes
Equal Opportunities Policy	yes
Health and Safety Policy	yes
Public Liability Insurance document <i>(You must have this if your application is successful)</i>	yes
Child Protection Policy	yes
CRB disclosure numbers with names of staff/volunteers	Available on request
Safeguarding Vulnerable adults policy	N/A
Most recent Annual Report	Yes with accounts
Minutes of your last two AGM meetings	yes
Your organisation's latest independently audited/ certified annual accounts <i>(These should be produced no later than 6 months after the end of the financial year. The council is seeking assurance of good financial management and will look for independent auditing/certification, working capital and the balance of reserves).</i>	yes
The names and addresses of your management committee members <i>(You must include a minimum of 6 members)</i>	yes

7.2 Application checklist

Before submitting your application ensure you have:

Checked your organisation is eligible to apply (see criteria on page 5)	yes
Checked you have met the terms and conditions of the grant funding (see summary on page 5-6)	yes

Completed all questions on the application form	yes
Included all applicable additional information requested in section 7.1	yes
Sent reference requests to your two referees (deadline for receipt of references is midday on Friday 29 June 2012)	yes
Signed the declaration section of the application form	yes

Section 8: Reference request form

Double click on the document icon below to access the relevant reference form. References should be returned to **simon.topping@brent.gov.uk** no later than midday on the Friday 29 June 2012 with the subject title 'SAP Grant Reference for <*your organisation's name*>'.



SAP reference
template.doc

Standard terms & conditions of grant aid to voluntary organisations

Introduction

These conditions of grant aid have been written as a guide for all organisations receiving grant aid from Brent Council. It also forms the legal basis for all Brent grant aid to the voluntary sector. All voluntary sector organisations and community groups (referred to as 'organisation(s)') that receive grant aid from Brent Council (referred to as 'The Council'), by signing the attached agreement form, commit to complying with these conditions. The conditions will further incorporate any additional service remits agreed by the Team/Unit, which administers the grant on behalf of the Council.

DEFINITIONS

- 1.1 Organisation means the person or the voluntary organisation to which Grant Aid is awarded by the London Borough of Brent.
- 1.2 Grant Aid means such sum and/or part of sums as may be approved for payment by the London Borough of Brent to the Organisation.
- 1.3 The Council means the Council of the London Borough of Brent.
- 1.4 Management Committee means any member of the Organisations management committee who holds the position of Chair, Secretary or Treasurer of that Committee.
- 1.5 Executive Report means the report to the Executive of the Council recommending the approval of Grant Aid to the Organisation.
- 1.6 Guidance Note means the Guidance Notes on Standard Conditions of Grant Aid for Voluntary Organisations for the time being in force.

GENERAL CONDITIONS

1. Written Undertaking and Agreement

- 1.1. All Organisations receiving grant aid from the Council shall:
 - 1.1.1. Sign and return the attached agreement form, confirming that they have read, understood and undertake to abide by the details of the Council's conditions of grant aid and by any additional conditions that will be set by the Council
 - 1.1.2. Complete and submit separately a signed agreement outlining details of the project, targets and outputs from this contract. The two documents must be signed by two members of the management committee, one of whom must be the treasurer of the organisation.
 - 1.1.3. Undertake to use the grant allocation wholly and specifically for the purpose specified in the agreement, and solely for the benefit of Brent residents. Any

variation of this agreement must be requested and approved in writing in advance with the Council.

- 1.1.4. All organisations receiving grant aid from the Council should note that the Council's agreement to give financial assistance is limited to the amount, the period and projects specified in the grant agreement. It does not imply any commitment or agreement to fund the organisation for more than the specified amount and period.
- 1.1.5. Where the grant awarded is a contribution towards the full cost of the agreed activities, the organisation shall take all reasonable steps to seek and obtain from all contributing sources, the balance of funding pledged to the project.

2. FINANCE

2.1. Grant Payment System

- 2.1.1. The Grant will be paid out in four quarterly instalments subject to performance and submission of documents identified in the schedule of grant payments.
- 2.1.2. The grant period shall be based on the Council's financial year and be paid in quarters from 1st April to 31st March each year. First quarter payment will be paid between 1st April – 30th June, the second quarter will be paid from 1st July to 30th September, third quarter from 1st October to 31st December, and final quarter from 1st January to 15th March the following year. However organisations that receive less than £500 will be paid in two half-yearly instalments.
- 2.1.3. Payment will be made by BACS through the Council's Oracle payment system on submission of an invoice that shows service details and purchase order and invoice numbers.
- 2.1.4. All organisations are required to submit an invoice (with a purchase number) details together with documentation specified in the schedule of payments to the Finance Section for settlement. The use of this system to issue grant funding in no way constitutes grant funded organisations as goods or service providers to the council.
- 2.1.5. Where grants are allocated for multiple years, payment will be made at the beginning of each quarter on a year-to-year basis.
- 2.1.6. The Council reserves the right to recommend grant payment or withdrawal to organisations based on compliance with these grant terms and conditions and/or the result of monitoring visits carried out by officers, results of performance and a review of projects.

2.2. Budget Sheet

- 2.2.1. At the beginning of the financial year all organisations receiving grant aid must submit a signed agreement form and a budget sheet (supplied by the Council), that itemise all planned expenditure and income for the year of the grant.
- 2.2.2. A revised budget sheet showing the actual expenditure to date and projected spending for the rest of the year shall be submitted after six months after the grant is awarded usually in October. This will form part of required documentation for payment of the third quarter instalment.

2.3. Certified/audited Accounts

2.3.1. All organisations receiving grant aid from the Council must keep adequate records of all income and expenditure they receive and submit annual audited/certified accounts as follows:

- 2.3.1.1. At the beginning of the financial year a full set of audited/certified accounts for the previous financial year signed by two officers of their management committee, one of whom should be the treasurer. This condition does not apply to organisations that have already supplied copies with initial or previous applications within the same financial year.
- 2.3.1.2. Organisations whose gross income is **less than** £20,000 (twenty thousand pounds) per annum must submit a certified statement of accounts, as soon as possible, and not later than six months into the financial year of the grant. The accounts must be certified and signed by an independent examiner and also two members of the management committee, one of whom should be the treasurer.
- 2.3.1.3. Organisations whose gross income is **more than** £20,000, shall submit, as soon as possible and no later than six months into the financial year, an externally and independently audited statement of accounts. The accounts must be certified by professional auditors, and must be duly signed and counter-signed by the chair and treasurer. The accounts should provide information on the organisation's activities for the year of the report.
- 2.3.1.4. Ensure that no person involved in the preparation, certification or auditing of accounts has any business or personal relationship to another person involved in the day-to-day operation of the organisation.

2.3.2. Financial Monitoring

- 2.3.2.1. The organisation must have a separate bank account in its own name to receive grant payment
- 2.3.2.2. Have a minimum of two out of three signatories for signing cheques, at least one of whom must be the treasurer and a member of the management committee, who can approve cheques of more than £500
- 2.3.2.3. Maintain a proper system for disbursing petty cash
- 2.3.2.4. Maintain an appropriate system for tax payments, national insurance, corporation tax and any other taxes
- 2.3.2.5. Have an accounting system to properly monitor and report on financial matters
- 2.3.2.6. Produce annual accounts as described in 2.3 above.

2.3.3. Records Keeping

- 2.3.3.1. Organisations must keep proper and up-to-date records that provide a full report on its activities, in particular, in respect of the purpose of the grant, relevance, statistics on users and any other information that maybe required by the Council.

3. GOVERNANCE

3.1. Management Committee

- 3.1.1. Organisations are required to have a properly constituted management committee that meets regularly, at least four times in a calendar year. The management committee shall have a minimum of six members and a maximum of 12.

- 3.1.2. The organisation must hold an annual general meeting of members at least once a year and inform the Council in writing of any changes that take place. Copies of the minutes and other discussions should be deposited with the Council.
- 3.1.3. The organisation should notify the Council, in writing, and within ten days of holding an AGM, with the names and addresses of the elected Chair, Secretary, Treasurer and other members of the management committee.
- 3.1.4. No member of the Management Committee shall take up paid employment with the organisation within one year of their resignation from the management committee.

3.2. Capability

- 3.2.1. Organisations shall satisfy the Council, as advised by their legal services, that the service for which approval has been given falls within the remit of their constitution.

3.3. Constitution, policies and other documents

- 3.3.1. All funded organisations must submit an adopted and signed constitution and/or articles of association depending on the type of organisation. Organisations must inform the Council of any future changes to these documents.
- 3.3.2. Organisations registered with the Charity Commission are required to submit their charity registration numbers and other details.
- 3.3.3. Organisations are further required to submit to the Council annual accounts, annual reports and insurance documents as advised by Council
- 3.3.4. Organisations must further submit an equal opportunities and non-discriminatory policy, that is acceptable to the Council
- 3.3.5. Where relevant an organisation must submit a child protection and protection of vulnerable people's policies to safeguard the safety of children and of vulnerable adults and provide evidence of CRB disclosures

3.4. Employment and Equalities

- 3.4.1. Organisations must pay particular attention to equality in the recruitment and selection process of any post funded by the Council and provision of relevant Employment Protection Acts and have a policy outlining contravention procedures.
- 3.4.2. Organisations must demonstrate a commitment to and support for the Council's Equal opportunities policy in their recruitment of members, users and volunteers

4. MONITORING

4.1. Regular Performance Monitoring

- 4.1.1 Funded organisations receiving will be required to provide quarterly updates on progress

4.2. Annual Review

- 4.2.1. The Council will review its system of grant award on an annual basis and reserves the right to withdraw Grant Aid in the second or subsequent years irrespective of the recommendations accepted by the Council Executive.

- 4.2.2. Organisations receiving grant aid from the Council will be required to complete a self assessment form six months into the financial year which will be used as the basis for the annual monitoring visit.
- 4.2.3. Information on the self assessment form will include:
- (i) Progress made towards achieving outcomes identified in the signed agreement (see 1.1.2 above)
 - (ii) Evidence of progress made towards achieving outputs set out in the signed agreement
 - (iii) Evidence of how services have reached target users
 - (iv) Evidence of how services have been promoted and where appropriate progress has been made
 - (v) Other information about how the services have been run

4.3. Self assessment

- 4.3.1. Self assessments should provide the following information:
- (i) Information about service users recorded in accordance with protected characteristics under the Equality Act
 - (ii) Identify a process for collecting feedback
 - (iii) Information about all the organisation's activities particularly the ones funded by the Council's grants

4.4 Audit

- 4.4.1 Organisations are required to be available for site visits from officers to meet staff, users and members of your management committee to support any performance monitoring as per Schedule of Requirements in Appendix A or audit process

5. EQUIPMENT, FURNITURE, VEHICLES, COMPUTERS, TRAINING AND PREMISES COSTS

5.1. Receipts

- 5.1.1. Organisations whose grant aid is a contribution towards the purchase of equipment, furniture, computers or vehicles shall produce receipted invoices for the full cost before grant aid payment is made. Where an organisation has insufficient funds the Council may make payments directly to suppliers as its portion of the agreed cost.

5.2. Asset inventory, purchase and sales

- 5.2.1. The organisation shall submit and maintain an inventory of all assets purchased with Council funds, which should include:
- (i) a brief description of the asset
 - (ii) serial number
 - (iii) date of purchase
 - (iv) sale of item and date, and
 - (v) income received from such sales.
- 5.2.2. The organisation shall not dispose of any item of equipment or furniture, etc., bought from Council funds without the Council's prior written consent, within the first five years of purchase
- 5.2.3. Where items are disposed of in accordance with condition 5.2.2, above the organisation shall refund to the Council on demand, such part of the grant aid, as may be determined. Such sums will not exceed the level which the Council considers to be equivalent to the market value of items of the time of disposal.

5.3. Insurance

- 5.3.1. All organisations shall take out insurance policies for all risks specifically including:
- (i) public and employer's liability
 - (ii) fire and other risks to the property
 - (iii) risk arising from the use of vehicles, and
 - (iv) theft or damage to property and contents and produce evidence of insurance on request

5.4. Limitation

- 5.4.1. The Council will accept no liability whatsoever to any organisation or third party for any costs, claims, damages or losses however incurred during the funding period. The organisation shall not be or be deemed to be, an agent of the Council and shall not present itself as such to any third party.

6. ACKNOWLEDGEMENTS

6.1. Publicity

- 6.1.1. Organisations that receive grant aid from the Council shall, wherever possible, publicise Council support on all public literature, buildings and vehicles. The provision of Grant Aid shall be acknowledged within its annual report and accounts.
- 6.1.2. A Council logo is available for this purpose is available from the Council on request.

7. WARNING

7.1. Non-Delivery

- 7.1.1. The Council reserves the right to recover all or part of grant aid awarded should an organisation fail to deliver any of the outcomes specified in the report or uses the Grant Aid for unauthorised purposes.
- 7.1.2. The organisation shall keep the Council informed of all matters relating the use of the Grant Aid and in particular, submit all relevant information/documentation in respect of the grant. They must notify the Council in writing of any changes to the factors that formed the basis on which grant aid was approved.

7.2. Political/Religious activity

- 7.2.1. The organisation shall not promote or oppose any political party or party political causes and shall not use any part of the grant aid to engage in party political activity or further or propagate a religious faith.

8. DISSOLUTION

- 8.1. The chair of the management committee of any organisation that is dissolved or, being a limited liability company goes into liquidation, shall immediately notify the Council in writing to this effect.
- 8.2. In the event that an organisation is dissolved or goes into liquidation, any of its assets that have been bought with Grant Aid monies and/or any unexpended grant aid monies shall be returned to the Council. Unless agreed otherwise such agreements shall be on terms decided by the Council.
- 8.3. No further grant aid will be paid to the Organisation with effect from the date of the dissolution notice.



Executive
20 August 2012

**Report from the Director of
Regeneration and Major Projects**

Wards Affected:
ALL

**Proposed extension of the management agreement
between the council and Brent Housing Partnership**

1.0 Summary

- 1.1 On 16th July 2012 the Executive agreed to enter into a new long term management agreement with Brent Housing Partnership for the purposes of managing the Council's remaining housing stock. The same Executive also agreed to the full implementation of recent reviews of efficiency and governance arrangements within Brent Housing Partnership (BHP).
- 1.2 The existing management agreement between the Council and BHP is due to expire on 30th September 2012. This report proposes to extend the existing management agreement until 31st March 2013, so as to provide sufficient time for the preparation of the new management agreement, and to ensure that future management agreement reviews are fully aligned with the Council's budget process and municipal year.
- 1.3 Further, the report seeks additional changes to BHP's Articles of Association to extend the tenure of existing tenant and independent Board Members whose terms are scheduled to end in the intervening period until 31st March 2013. This will provide for consistency at Board level during this transitional period, and will ensure alignment of Board member's tenures with the period of the new management agreement.
- 1.4 The report also seeks authority to delegate authority to the Director of Regeneration and Major Projects, in consultation with the Director of Legal and Procurement, to agree any further subsequent amendments between now and March 2013 to the Memorandum and Articles of Association of BHP which may be necessary to implement the recommendations of the BHP governance review report of Navigant Consulting and to enable the

Management Agreement to be in place by 1 April 2013. The governance review report of Navigant Consulting recommended that the number of places on the new BHP Board be reduced from 15 to 13 once the new management agreement is in place.

2.0 Recommendations

Members are asked to:

- 2.1 Agree to extend the existing Management Agreement between the Council and BHP until 31st March 2013, at which time it will be replaced with a new long term Management Agreement in line with the decision of the Executive of 16th July 2012.
- 2.2 Agree to amend where necessary BHP's Articles of Association, in particular paragraph 15 thereof, to allow for the existing resident Board members of BHP to remain in situ until 31st March 2013.
- 2.3 Delegate authority to the Director of Regeneration and Major Projects, in consultation with the Director of Legal and Procurement to negotiate and finalise the long term Management Agreement with BHP pursuant to the decision of the Executive dated 16 July 2012.
- 2.4 Delegate authority to the Director of Regeneration and Major Projects, in consultation with the Director of Legal and Procurement, to approve subsequent amendments to the Articles of Association and Memorandum of Association of BHP between now and the end of March 2013 which may be necessary to enable the new Management Agreement to be in place by 1 April 2013 and to implement the recommendations set out in the report of Navigant Consulting regarding the Governance Review of BHP.

3.0 Detail

- 3.1 On 16th July 2012 the Executive agreed to enter into a new long term management agreement with BHP for the purposes of managing the Council's housing stock. The existing management agreement is scheduled to expire on 30th September 2012. For a number of reasons it is proposed to extend the existing management agreement for a further period of six months, until 31st March 2013:
 - BHP is in the process of recruiting for a new independent chair, in line with the governance review agreed by the Executive on 16th July. It would make sense for the new chair of BHP to be fully involved in signing off the new long term management agreement.
 - The reform of the Housing Revenue Account (HRA) will for the first time give the Council significant choices in terms of future stock investment, rent levels and regeneration. In essence, the Council will now be running a Housing Association business, with the attendant risks and

opportunities. A thirty year business plan is being developed and will be agreed by 1st April 2013. It would make sense for the new management agreement to align with this work.

- The work required to prepare the new management agreement has not yet been undertaken. In particular it is important in the light of the governance review of BHP to ensure a robust performance management regime is contained within the management agreement.

3.2 In these circumstances it is proposed that the next six months is spent working up the details of the new management agreement, and that the existing management agreement is extended for this period.

3.3 The Council needs to ensure that it commits sufficient resources to the development of the new management agreement, and to this end it is proposed to appoint an interim project manager to drive this work. The project manager will also be responsible for developing the choices associated with the new HRA Business Plan.

3.4 It is important that the BHP Board retains its stability over this period. In September 2011 the Executive agreed to an amendment of BHP's Articles of Association to extend the tenure of the independent Board members until such time as the current management agreement expires and the new management agreement is finalised and adopted. There are a three tenant / resident board members whose tenures are due to end on 30 September 2012. It is therefore proposed that there is a further amendment to BHP's Articles of Association to extend their tenure until 31st March 2013. As for the remaining three resident Board members, they will remain on the BHP Board in 2013 after the new management agreement is in place and their tenure will expire in 2015 when they will be able to apply for re-election to the BHP Board. There is a seventh resident Board member position which is currently vacant and this vacancy will not be filled as the new BHP Board in 2013 will consist of six rather than seven resident Board members.

3.5 The recently approved governance review of BHP proposed amendments to the constituency of the BHP Board, including changes to the number of Board members. It is proposed that these aspects of the review are fully implemented on 1st April 2013. By fully aligning the tenures of independent, resident and Councillor board members this will allow these changes to be implemented in a simple and straightforward way, with the minimum of disruption and in a way which treats existing board members equitably.

3.6 The changes to the number of places on the BHP Board, as recommended in Navigant's report into the governance review of BHP, will require subsequent changes to BHP's Articles of Association in 2013. Therefore, the Executive is asked to delegate its authority to the Director of Regeneration and Major Projects, in consultation with the Director of Legal and Procurement, to approve any necessary subsequent amendments to the Articles of Association and Memorandum of Association of BHP between now and the end of March 2013 regarding the number of members on BHP's Board and any further amendments which may be necessary to enable the new

Management Agreement to be in place by 1 April 2013 and to implement the recommendations set out in the report of Navigant Consulting regarding the Governance Review of BHP. One of the recommendations in the Governance Review report of Navigant Consulting is for the number of Board members to be reduced from 15 to 13 once the new management agreement is in place, which will mean a reduction in the number of resident Board members and Council nominees. There will be three independent members and an independent chair on the new BHP Board. By agreeing to delegate authority to the Director of Regeneration and Major Projects as specified in paragraph 2.4 above, this will avoid the need to revert to the Executive again to agree subsequent necessary amendments to the Memorandum and Articles of Association of BHP between now and the end of March 2013 to implement the recommendations of the BHP Governance Review carried out by Navigant Consulting and the new BHP management agreement.

4.0 Financial Implications

- 4.1 There are no direct financial implications associated with this report. A full report setting out the issues, opportunities, options and risks associated with the new Housing Revenue Account regime will be brought before the Executive before 31st March 2013.


5.0 Legal Implications

- 5.1 Under clause 61.2 of the existing BHP Management Agreement, the Council is entitled to extend the Term of the BHP Management Agreement for one or more further periods of up to five years by the Council giving notice to that effect to BHP no later than six months before the expiry of the Management Agreement. However, clause 61.2 of the BHP Management Agreement also states that the Council's right to extend the term of the Management Agreement by giving six month's notice is without prejudice to the right of the Council and BHP to agree in their absolute discretion to extend the term of the Management Agreement for any further period or periods. BHP is agreeable to extend the term of the existing BHP Management Agreement from 30th September 2012 to 31st March 2013.
- 5.2 Standing Order 112(a) states that "Contracts may be extended in accordance with the provisions for extension contained in the contract if the parties agree and if the relevant Chief Officer is satisfied that the extension will achieve best value and is reasonable in all the circumstances".
- 5.3 Any changes to BHP's Articles needs to be registered at Companies House and should the proposed change be agreed by Members a revised version will be sealed by the Council as the sole member, initialled and sent to Companies House by BHP's Company Secretary.

- 5.4 The Council's approval is required to give effect to the proposed changes of BHP's Articles of Association. This is why the approval of the Council's Executive is sought regarding the proposed changes as set out in this report. The last time in which the Council approved changes to BHP's Articles of Association was at its meeting of September 2011 where changes were made regarding the length of term of Independent Members of the BHP Board until the expiry or termination of the Management Agreement dated 1 October 2002.
- 5.5 Paragraph 15 of BHP's Articles of Association deals with the retirement and election of tenant board members on BHP's Board. Paragraph 16 deals with the retirement and election of independent board members on BHP's Board.
- 5.6 If Members do not agree to extend the existing Management Agreement from 30 September 2012 to 31 March 2013, the existing Management Agreement will expire on 30 September 2012 and the Council will not have any arrangements for the manage its housing stock until the new long term BHP Management Agreement has been agreed and signed and the necessary consent from the Secretary of State under section 27 of the Housing Act 1985 has been obtained in respect of the new arrangements that were agreed by the Council's Executive meeting on 16 July 2012.
- 6.0 Diversity Implications**
- 6.1 BHP and the Council is committed to ensuring that members of the BHP board are representative of the community in which it serves and will continue to recruit tenant and independent members who reflect this commitment.

ANDY DONALD
Director of Regeneration and Major Projects

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	<p style="text-align: center;">Executive 20 August 2012</p> <p style="text-align: center;">Report from the Director of Regeneration and Major Projects</p>
<p style="text-align: right;">Wards affected: ALL</p>	
<p>Brent Meanwhile Partnership including the Meanwhile Foundation</p>	

1. Summary

- 1.1 The council is taking forward temporary use and meanwhile projects across the borough to assist with delivering regenerative outcomes. To ensure the appropriate governance of existing and future projects, it is proposed that a governance vehicle is established to ensure their success in the short, medium and long terms. The governance vehicle is proposed to be known as the “Brent Meanwhile Partnership” and will consist of a relationship between the council and a newly formed national charity known as the “Meanwhile Foundation”.

2. Recommendations

- 2.1 That the Executive authorise the Director for Regeneration and Major Projects to formally establish the Meanwhile Foundation, a new national charitable organisation in partnership with Locality and other founding partners.
- 2.2 That the Executive authorise the Director of Regeneration and Major Projects to enter into a Framework agreement on behalf of the Council with the Meanwhile Foundation.

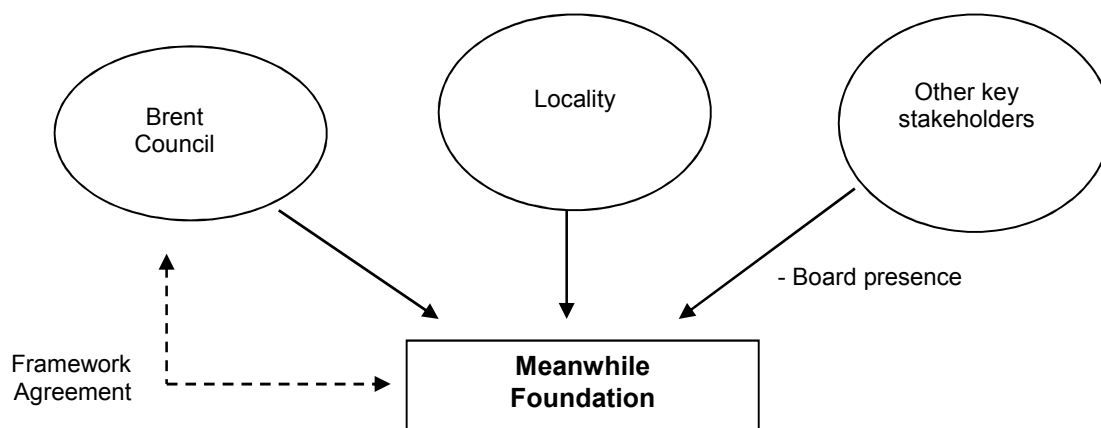
3. Detail

- 3.1 The term “meanwhile” is used to describe the use of vacant premises or land while it is not being used – it is the pause in the development process

between the old and the new. This pause can be a few months or a number of years. The use of vacant premises has become an issue high on political agendas as people see the impact of the recession at street level. Vacancy often suggests an area is in decline, and vacancy often leads to further vacancy.

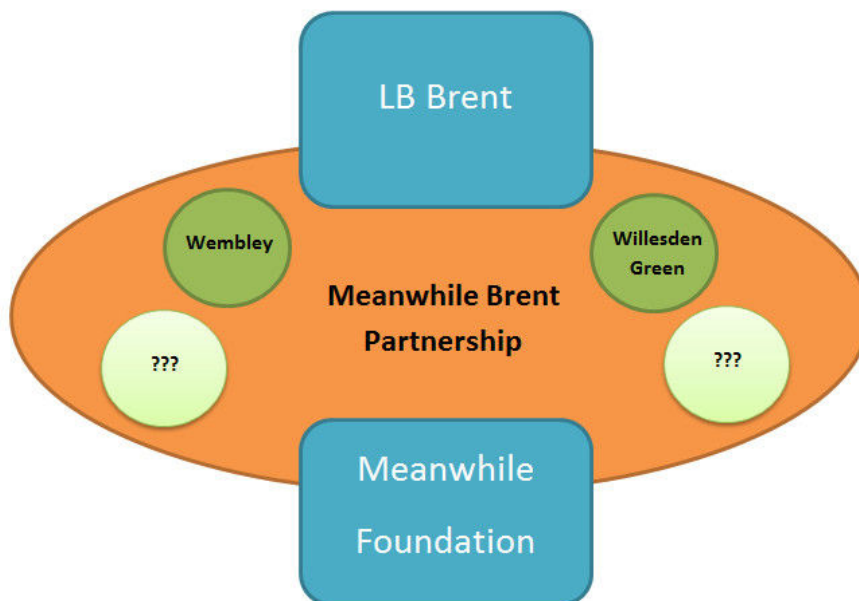
- 3.2 Using vacant premises can have cumulative beneficial impacts on high streets within regeneration areas: the reduction in vacancy can lead to further business investment in an area that appears lively and animated; the spaces can be used for business start ups or community based projects; and they can reduce the incidence of vandalism.
- 3.3 Empty property is now readily available. Landlords are becoming wise to the benefits of letting their premises on a 'meanwhile tenancy' as this relieves them of empty premises business rates liabilities and security costs. As demonstrated in Willesden Green and Wembley, these premises can be secured on favourable terms.
- 3.4 In the last two years, the council has embarked on a series of successful meanwhile projects to assist with delivering regeneration within South Kilburn, Wembley and Willesden Green. The South Kilburn Studios project transformed a derelict portacabin site in the estate and, now within its second year, is providing workspace and valuable training opportunities to local people. In the Wembley Triangle section of the High Road and Wembley Hill Road, a long term vacant shop unit is being brought into use to provide people with an opportunity to explore how they want to interact with Wembley and use the high number of empty spaces to develop ideas for business and community ideas and try them in a low cost and low risk arena.
- 3.5 In Wembley there are also swathes of vacant land that is not due for development for several years. This could be used to help deliver the council's regenerative objectives in the area. In South Kilburn, the council has already delivered South Kilburn Studios in partnership with the South Kilburn Neighbourhood Trust and it is likely that further opportunities for projects will be presented as the regeneration programme rolls forward. In Willesden Green, the council has delivered an Outer London Fund project on the high street taking on vacant units, providing design advice to existing traders, using space in the Willesden Green Library Centre and forming a local town team of interested stakeholders.
- 3.6 Lessons learned from these projects include:
 - there is significant inherent value in property that can lever regenerative benefits by extracting social benefits from physical assets;
 - business rates liabilities can render meanwhile projects unviable;
 - procuring a team that can deliver the quality of outcomes can be difficult when constrained by the existing procurement guidelines and financial regulations required by the council;
 - projects that intend to use privately owned commercial premises can benefit from specialist meanwhile property expertise to secure tenancies;

- imported and curated project start ups can miss opportunities to develop and foster grassroots interest to the particular local neighbourhood; and
 - projects without a sustainable business model can require an on-going subsidy, albeit these can be small sums that may be justified by the quality of outcomes from projects.
- 3.7 In consideration of the lessons learned, it has become apparent that existing and future projects could substantially benefit from a form of governance vehicle that can be “asset controlling”, “asset using” and “enabling” to strengthen the council’s ability to set up and maintain effective meanwhile projects, and in particular:
- help to relieve the council of tenancy risks that can arise from such projects;
 - allow projects to benefit from business rates relief to enable projects to be financially viable;
 - ensure the quality of outcomes for projects by streamlining procurement process and allowing the forward funding of projects; and
 - secure the sustainability and proper governance of successful projects.
- 3.8 Officers have been working with consultants Locality (formerly known as the Development Trusts Association) and Meanwhile Space Community Interest Company to develop options for a governance model. The council has investigated options for an organisation with charitable status to act as a vehicle for temporary use projects, including at the local neighbourhood, local authority area and nationwide levels. The options have been considered on the basis of the desire or ability to carry risk and make decisions and then deliver effective engagement on the ground.
- 3.9 The preferred model for this is the “Brent Meanwhile Partnership”, which will consist of a relationship between the council and a newly formed “Meanwhile Foundation” – a nationwide charitable trust of which Brent Council will be a founder member.
- 3.10 The Brent Meanwhile Partnership will not itself have an incorporated status. There would however be a Framework Agreement between the Council, the Meanwhile Foundation and any other local stakeholders which sets out how the Partnership will work, which could have contractual status or could be a memorandum of understanding. The Framework Agreement will be a contract between the Foundation and Brent Council, setting out the remit of the Brent Meanwhile Partnership and ensuring that the Council's consent is required to certain changes or key decisions.
- 3.11 The relationship is illustrated below.



- 3.12 This type of model is common among regeneration partnerships, as it enables participation whilst limiting liability, and also allows for the involvement of a range of interested parties, such as the local authority and other public sector organisations. The framework agreement will be a contract between the Foundation and the Council that will set some parameters for the operation of the Foundation and will ensure that there is an appropriate degree of protection for the Council.
- 3.13 It will provide that certain decisions can only be taken with the consent of the Council. These will include as a minimum:
- i. changing the constitution of the Foundation in respect of the Council's right to appoint a Director, or the size of the Board;
 - ii. changing the nature of the Foundation; and
 - iii. changing the business of the Foundation.
- 3.14 The Framework Agreement will also include a positive obligation on the Foundation to prepare its strategic plan in conjunction with key partners, including the Council and other key stakeholders.
- 3.15 The Meanwhile Foundation will be a company limited by guarantee and a registered charity. It will have a formal constitution (Articles of Association), a board of 10 directors (trustees) who will also be members of the limited company. Brent Council and Locality will each appoint one of these as of right with the likely Brent representation being the Director of Regeneration and Major Projects. The GLA and the Department of Communities and Local Government are in discussions about representation on the board. These four organisations will each make a financial contribution to the Foundation for the first 2 years (see paragraph 4.2 below). A further 6 trustees will be co-opted and will be chosen from the field of charity and property law, and high profile urban regeneration and property practitioners.
- 3.16 The Council will not, corporately, be a member of the charity, but will have a clear relationship with it. The Articles of Association are contained within a background paper to this report.

- 3.17 The governance vehicle model has three drivers: *strategic decision-making; instrumental risk-taking; engagement and local momentum*. Each of these is covered at a different geographical scale in the proposed interconnected solution.
- 3.18 The Brent Meanwhile Partnership will be jointly convened by Brent Council and the proposed new Meanwhile Foundation. The Foundation is to be a 'plug-in instrument' to enable ongoing lease-holding. It will be a new national charity with Brent as a co-founder and exemplar. As a co-founder and in recognition of the importance of Brent to the Foundation (and vice versa) it is anticipated that the Annual General Meeting of the Foundation will be held in Brent.
- 3.19 Other public bodies, including local authorities will be able to establish their own Partnerships, and to do this will need to become members of the Foundation. In this way, the Foundation will grow in membership and its ability to spread risk. For example, hypothetically speaking Haringey Council could establish its own Haringey Meanwhile Partnership by becoming contributing members of the Foundation.
- 3.20 This cost-effective approach offers increased viability and sustainability, providing maximum impact for individual local partners at minimal cost and minimising ongoing liabilities, while offering local stakeholders full governance of the decisions about their area. The other elements in the partnership are town teams at neighbourhood level – represented on the local Meanwhile Partnership and able to access the support of the Foundation.
- 3.21 Within the partnership at the neighbourhood level local projects such as Willesden Windows and Wembley Coming Soon Club and other forthcoming interventions will sit and benefit from the charitable status of the Foundation.



- 3.22 The proposed model allows the council to continue to make strategic decisions regarding regeneration activities. The risk of carrying tenancies is taken away from the council and vested with the Foundation. The quality and relevance of activities to be delivered at a neighbourhood level, but benefiting from the strategic decision making of the council. As the Foundation will carry tenancies on premises, it will benefit from mandatory business rates relief. The table below in paragraph 3.25 describes how activity can be taken at the most appropriate level within this model.
- 3.23 The Foundation will be a 'plug-in instrument' to enable on-going meanwhile lease-holding enabling the best use of land and buildings for the promotion of regeneration, relief of poverty, advancement of education, and promotion of arts. Generally operating in deprived urban areas and working through local partnerships, it is cost-effective at the nationwide scale because it can be shared. Although the Foundation will be nationwide, the Brent Meanwhile Partnership will not deliver activities or take risks beyond the Brent Local Authority level. The nationwide status also ensures that Partnership can enjoy the benefits of charitable status without taking full responsibility for the Foundation's costs and sustainability.
- 3.24 It will benefit from Charity Commission registration and so enable local partnership areas to make the best use of land and buildings for public benefit including the economic development and the relief of poverty, advancement of education, promotion of arts and culture, and the regeneration of urban areas.
- 3.25 Its activities include the carrying of tenancy risks by taking leases, and potentially providing small grants and technical advice, undertaking research and promoting the use of land and premises for public benefit.

Scale/purpose	NATIONWIDE	LOCAL AUTHORITY-WIDE	NEIGHBOURHOOD
INSTRUMENTAL & RISK-TAKING	Meanwhile Foundation	<i>[risk burden without benefit of wider opportunities to share costs]</i>	<i>[unable to take risk burden without significant investment]</i>
STRATEGIC DECISION-MAKING	<i>[goes against localism]</i>	Meanwhile Brent Partnership	<i>[too distant from strategy and control]</i>
ENGAGEMENT & LOCAL MOMENTUM	<i>[too far from the ground]</i>	<i>[too close to the council]</i>	Town Teams or local projects

- 3.26 The Brent Meanwhile Partnership will operate at local authority and neighbourhood levels. At the local authority level the objectives of the Partnership will be to:
- Make strategic decisions regarding future projects
 - Enable the use of physical assets to deliver social and economic interventions
 - Become a means to direct the expenditure of s106 receipts secured for employment purposes
- 3.27 At the neighbourhood level the objectives of the Partnership will be to:
- Initiate, deliver and sustain meanwhile projects as a means to deliver social, economic and environmental regeneration in priority areas
 - Use the Foundation to carry tenancies for premises
 - Use the Foundation to enable Business Rates relief for projects within premises
 - Streamline procurement procedures that can cause delays and inadvertently diminish the quality of the meanwhile interventions
- 3.28 The first step to set up the Foundation and the Partnership is to establish the Foundation as a company limited by guarantee. This means that each member of the Foundation will guarantee to pay a maximum of £1 in the event that the company becomes insolvent but this would be the extent of their liability in this regard. The Foundation board will then appoint the remainder of the first directors. Having a full board in place, the Foundation can then apply to be registered with the Charity Commission.
- 3.29 Alongside the process of seeking charitable status the Framework Agreement will then be finalised with officers, so that the Foundation can become fully operational. Having completed the governance elements for the Foundation, there will then be a process of formalising the arrangements for the Brent Meanwhile Partnership.

4. Financial Implications

- 4.1 In partnership with Locality, Brent Council will jointly form the Meanwhile Foundation as a new national charity with Brent contributing the essential £5,000 start-up income and Locality providing development time and expertise in kind. The £5000 will be drawn from the New Initiatives budget.
- 4.2 The Brent Meanwhile Partnership will then contribute to the Meanwhile Foundation a sum of £10,000 per annum for 5 years. In the first two years, this sum will be paid from the council's New Initiatives budget, but it is intended that from years 3 – 5, the contribution will be paid by surpluses generated from using assets on a temporary basis (it is these assets that the Foundation will carry the tenancies for). The council should keep under review its involvement beyond five years. The contributions will be used to meet the on-going administrative costs of the Foundation.

- 4.3 Surpluses generated from projects making use of the Foundation will be recycled back into the Foundation to deliver regeneration outputs in line with its constitution. Meanwhile Partnerships will apply for funding and will be discharged in the form of grants through applications determined by the Foundation trust membership.
- 4.4 The Foundation will be a company limited by guarantee as well as a registered charity. Therefore, beyond the contribution of £10,000 for a period of 5 years there will not be further liabilities for the council. Any losses incurred by the Foundation will be contained within the corporate structure of the Foundation and the Council's liability will be strictly limited.
- 4.5 It is not anticipated that the Foundation will be registered for VAT, although this will continue to be reviewed. The Foundation will be responsible for preparing Statutory Accounts and this will not be the responsibility of the council.
- 4.6 In the event of insolvency of the Foundation, the Framework Agreement would require the Foundation to work with the Council and the Charity Commission to decide what would happen with its assets.
- 4.7 Activities carried out by charities are not subject to Corporation Tax requirements, provided any income generated from those activities arises from or is applied to charitable purposes. This is known as being 'exempt' from Corporation Tax deadlines and requirements. Exempt activities of charities include:
- trading profits generated where those profits arise from and are applied to charitable purposes
 - profits from any fundraising events provided that those profits are applied to charitable purposes
- 4.8 HM Revenue & Customs (HMRC) defines charitable purposes as carrying out the primary purpose of the charity and/or directly serving the beneficiaries of the charity. By meeting these requirements, it is not expected that the charity will be liable for Corporation Tax and will not be required to complete a Company Tax Return.
- 4.9 Charities and registered community amateur sports clubs receive 80% mandatory rate relief, for which there is no cost to the Council. The Council has the discretion to grant additional relief up to the 100% maximum, but has to bear 75% of the cost of this from the Discretionary Relief Budget.
- 4.10 Non-profit making organisations do not receive any mandatory relief, but the Council has the discretion to grant rate relief up to the 100% maximum. The Council has to bear 25% of the cost of any relief granted. The Council, where it has decided to grant relief, has followed a general guideline of granting 100% of the discretionary element to local charities and 25% of the discretionary element to non-local charities.

- 4.11 As of 1st April 2013, the Non Domestic Discretionary Rates regime will change as a result of the introduction of the Localism Act 2011. Local Authorities will be able to grant business rates discounts entirely as they see fit within the limits of the primary legislation and European rules on state aid. The council will then be liable for 100% of the discretionary and mandatory elements of charitable Non Domestic Discretionary Rates Relief. At this time of writing, little more is known regarding the expected changes to the regime and officers await further information from central government. With this in mind, it is important that the impact of projects upon the council's business rates receipts should be kept in mind when considering whether to proceed with projects. "The Framework Agreement will ensure that the Council will be kept informed as to the Foundation's work, it's financial position, and its strategic development."

5. Legal Implications

- 5.1 The Council will become a founding partner of the Meanwhile Foundation nationwide charity, although other public bodies, including Local Authorities will be invited to join, and in so doing form their own Meanwhile Partnership.
- 5.2 The Meanwhile Foundation will be formally established and registered by the Charity Commission. It will have normal charitable powers including the taking and granting of leases and the giving of grants. It will have a formal governance structure comprising of a board of trustees chosen for appropriate skills and expertise and influence. As a founder member, Brent Council will have a presence on the board of trustees and it is recommended that this is an Elected Member. It will require formal Articles of Association and a draft is contained within a background paper to this report.
- 5.3 In most cases, the Foundation will enter into a tenancy with the landlord of a property - this is known as a 'meanwhile lease'. The purpose of the lease is to provide a legal instrument to minimise administrative and legal costs for both landlords and tenants and to enable temporary occupation to take place as soon as possible, without the need for lengthy legal procedures. The meanwhile lease was drafted by solicitors Denton Wilde Sapte on behalf Department of Communities and Local Government and consulted with the British Property Federation and the Royal Institute of Chartered Surveyors.
- 5.4 The lease is most commonly used for tenants that will occupy the property for up to six months, but a longer lease of up to five years can be agreed, provided that appropriate mutual break clauses are included. A particular characteristic of the lease is that it removes provisions in respect of security of tenure under the Landlord and Tenant Act 1954. For tenants this means that they have no legal right to remain in the property at the end of the term and no legal right to apply to the landlord for a new lease. The tenant might request a new lease from the landlord but the landlord is not obliged to agree to this and it will be a matter for negotiation between the parties. In this respect, the lease protects landlords from

occupants from claiming “squatters’ rights” and remaining in the premises beyond the agreed term.

- 5.5 For longer term projects beyond 5 years, it is likely that premises or land will be secured through the planning process using a section 106 agreement (even with the introduction of the Community Infrastructure Levy, s106 agreements can still be used for such matters). It is anticipated that the tenancy model for this scenario would be that there is a head lease signed between the landlord and the council, and then a meanwhile tenancy between the council and the Foundation. This agreement will be tilted in favour of the council so that it is not exposed to tenancy risks.
- 5.6 Projects that use spaces secured by the Foundation will enter in to Participation Agreements with the Foundation that will set out the parameters of its operation. This will be developed in due course as the Foundation is established, but an example Partnership Agreement developed and used by Meanwhile Space CIC is contained within a background paper to this report.
- 5.7 Under the Local Government Finance Act 1988, charities are only liable to pay 20% of the NNDR that would otherwise be payable where a property is used wholly or mainly for charitable purposes. This award amounts to 80% mandatory relief of the full amount due. For the purposes of the Act, a charity is an organisation or trust established for charitable purposes, whether or not it is registered with the Charity Commission. Under the Local Government Act 2003, registered Community Amateur Sports Clubs also now qualify for 80% mandatory relief.
- 5.8 The Council has discretion to grant relief of up to 100% of the amount otherwise due to charities, Community Amateur Sports Clubs, and non-profit making organisations meeting criteria set out in the legislation. These criteria cover those whose objects are concerned with philanthropy, religion, education, social welfare, science, literature, the fine arts, or recreation. Guidance has been issued in respect of the exercise of this discretion and authorities are advised to have readily understood policies for deciding whether or not to grant relief and for determining the amount of relief.
- 5.9 The Non-Domestic Rating (Discretionary Relief) Regulations 1989 allow Brent to grant the relief for a fixed period. One year’s notice is required of any decision to revoke or vary the amount of relief granted, if in the case of a variation, it would result in the amount of rates increasing. The notice must take effect at the end of the financial year.
- 5.10 The operation of blanket decisions to refuse relief across the board would be susceptible to legal challenge on grounds that the Council would be fettering its discretion. The legal advice to officers and Members is that each case should be considered on its merits.

6. Diversity Implications

- 6.1 The constitution of the Meanwhile Foundation will have a clear equal opportunities statement and applications for membership from other organisations must demonstrate how this will be reflected in their activities.
- 6.2 Specific projects delivered by within the Brent Meanwhile Partnership will be required to adhere to the same equal opportunities statement as the Foundation will be carrying the tenancy.

7. Staffing/Accommodation Implications (if appropriate)

- 7.1 Regeneration and Major Projects staff will be involved in the administrative procedures of establishing the Meanwhile Foundation, although much of the work will be carried out by Locality.
- 7.2 The Director of Regeneration and Major Projects will sit on the board of directors of the Foundation.
- 7.3 Regeneration and Major Projects staff will continue to procure and client temporary use projects on land and premises in the borough.

Contact Officers

Alex Hearn
Regeneration and Major Projects
0208 937 1048

Andy Donald,
Director of Regeneration and Major Projects

Annexe

1. Proposed Framework Agreement

Background papers

1. Draft Meanwhile Foundation Articles of Association
2. A typical Meanwhile Lease Agreement
3. A typical Meanwhile Participation Agreement

MEANWHILE FOUNDATION (1)

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT (2)

FRAMEWORK AGREEMENT

MEANWHILE FOUNDATION

FRAMEWORK AGREEMENT

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THIS AGREEMENT is made the

day of

20

BETWEEN

- (1) **MEANWHILE FOUNDATION** (“the Company”) incorporated and registered in England with company number [number] whose registered office [address]

- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT** (“the Council”), whose principal office is at the Town Hall, Forty Lane, Wembley, Middlesex, HA9 9HD

RECITALS

1. The Council has been working with partners including Meanwhile Space CIC, Locality and CLG on the delivery of meanwhile use in the Area of Benefit.

2. The partners in that process have now agreed to work together to establish the Company to take forward meanwhile use on a national basis, including in the Area of Benefit through the Brent Meanwhile Project.

3. As a major strategic partner in the work of the Company, the Council seeks to be actively involved in the key decisions of the Company and to take forward the work of the Company in the Area of Benefit.

4. This agreement sets out the range of decisions of the Company with which the Council is to be involved, and the mechanism for that involvement.

1. Definitions and Interpretations

IN this Agreement (which expression shall be deemed to include any Schedules)

1.1 unless there be something in the subject or context inconsistent therewith the following expressions have the following meanings:-

- “Area of Benefit”** means the geographical area of the Council
- "Articles"** means the articles of association of the Company as amended from time to time (and any reference to an Article shall be a reference to that article of the said articles of association)
- "associate"** means, in relation to any person, a person who is connected with that person (and whether a person is so connected shall be determined in accordance with Section 286 of the Taxation of Chargeable Gains Act 1992)
- “Board”** means the Board of Directors of the Company
- “Business”** means the taking forward of meanwhile use across the country, including in the Area of Benefit, for the purpose of the regeneration of areas suffering deprivation, focussing on the reduction of unemployment, promotion of high standards in education, community safety and the reduction of crime, improving health and developing

the physical environment

"Business Plan" means the framework for the business of the Company agreed by the Directors on an annual basis

"Companies Act" means the Companies Act 2006, save where the relevant provisions of the Companies Act 1985 or the Companies Act 1989 still apply, where it shall mean the relevant provisions in question

"Council Director" means the Director appointed by the Council under the Articles

"Director" means a director for the time being of the Company or, as the case may be, of any other company in the Group and unless otherwise stated includes any duly appointed alternate

"group" means, in relation to a company, that company or any company which is a holding company of that company or a subsidiary of that company or of such holding company

"the Group" means the Company and its holding company (if any) and/or its subsidiaries (if any) for the time being

"Member" means a member of the Company and/or of any other company in the Group

"Membership" includes all rights and duties attributable to a person being a Member

"Party" means a party to this Agreement, and 'Parties' shall mean both of them

1.2 Reference to any statute or statutory provision includes a reference:

1.2.1. to any Regulations made under this Agreement; and

1.2.2. to that statute or statutory provision as from time to time amended
extended
or re-enacted

1.3 Words and phrases the definitions of which are contained or referred to in the Companies Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification of it not in force on the date of this Agreement

1.4 Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate, unincorporated associations and partnerships

1.5 References to clauses, schedules and recitals are references to clauses, schedules and recitals of this Agreement and references to sub-clauses, paragraphs and sub-paragraphs are (unless otherwise stated) references to sub-clauses of the clause, or paragraphs of the sub-clause (or, as the case may be, schedule) or sub-paragraph in which the reference appears.

1.6 All warranties, representations, indemnities, covenants, agreements and

obligations given or entered into by more than one person are given or entered into severally unless otherwise specified

1.7 The headings to the clauses and paragraphs are inserted for ease of reference only and shall not affect the interpretation or construction of this Agreement

2. **Consideration**

In consideration of the mutual agreements and undertakings set out in the Agreement, the Parties have granted the rights and accepted the obligations herein.

3. **General Obligations**

The Council shall use reasonable endeavours to ensure that the Council Director shall attend each meeting of the Directors and if for 3 consecutive meetings of the Directors properly convened in accordance with the Articles the Council Director shall not so attend then the Council shall appoint some other person to act as the Council Director, if requested to do so by the Company.

3. **Matters Requiring Approval of the Council**

4.1 To the extent that it can lawfully do so the Company undertakes to the Council that the Company (acting by its Board) will not take a decision on any of the matters listed in Clause 4.2 unless the criterion set out in Clause 4.3 is met.

4.2 The matters referred to in Clause 4.1 (above) are:-

4.2.1 approving any proposed amendment to the Articles relating to the Council's right to appoint a Director or to change the composition or size of the Board (such amendment to then be put before the

Members in accordance with company law);

4.2.2 resolving to change the classification or status of the Company whether pursuant to the Companies Acts or otherwise;

4.2.3 changing the nature or scope of the Business or commence any new business not being ancillary or incidental to the Business;

4.2.4 undertaking any activity or doing anything which is likely to prejudice the status of the Company as a registered charity;

4.2.5 approving any proposal which relates to:

4.2.5.1 the winding up of the Company;

4.2.5.2 the insolvency of the Company,

4.2.5.3 the making of any composition, arrangement or assignment for the benefit of its creditors, or

4.2.5.4 any transaction the effect of which is either that the Business is to be operated by another person outside of the Group or more than 50% of the membership of the Company or the Group is transferred or held (as the case may be) by persons who currently hold less than 50% of the membership of the Company.

4.3 The Company may only make a decision on the matters set out in Clause 4.2 where the prior written consent of the Council has been obtained.

4. **Obligations of the Company**

5.1 The Company shall:

5.1.1 use reasonable endeavours to prepare and adopt a Business Plan for each year of operation, in consultation with the Council where that Business Plan relates to the Area of Benefit;

5.1.2 draw up and adopt a set of financial regulations;

- 5.1.3 carry on and conduct its business and affairs in a proper and efficient manner, in accordance with the adopted financial regulations, and with any agreed Business Plan;
- 5.1.4 maintain with a well established and reputable insurer adequate insurance against all risks usually insured against by companies carrying on the same or a similar business;
- 5.1.5 keep books of account and therein make true and complete entries of all its dealings and transactions of and in relation to its business;
- 5.1.6 prepare its accounts on an historical cost basis and adopt such accounting policies as may from time to time be generally accepted for charities in England and Wales.

6 **Joint Obligations**

6.1 Both of the Parties to this Agreement shall:

- 6.1.1 use all reasonable and proper means in their power to further the reputation and to maintain and improve the business of the Company and its subsidiaries (if any) and work in the spirit of partnership with other relevant agencies in relation to the Area of Benefit;
- 6.1.2 use all reasonable and proper means in their power to cooperate towards the preparation and implementation of:
 - 6.1.2.1 the Business Plan; and
 - 6.1.2.2 any other documentation created in the implementation of the Business Plan;
- 6.1.3 act at all times in accordance with the documents referred to in Clause 6.1.2 above;
- 6.1.4 cooperate and work together in good faith in the fulfilment of the Company's objects contained within its Articles.

7 Consents

Where this Agreement provides that any particular transaction or matter requires the consent, approval or agreement of either Party to this Agreement such consent approval or agreement may be given subject to such terms and conditions as that Party may reasonably impose and any breach of such terms and conditions by any person subject to them shall be deemed to be a breach of the terms of this Agreement.

8 The Articles

8.1 If, whilst this Agreement is in force, during the continuance of this Agreement there shall be any conflict between the provisions of this Agreement and the provisions of the Articles or of the articles of association of any company in the Group then during such period the provisions of this Agreement shall prevail.

8.2 Nothing contained in this Agreement shall be deemed to constitute an amendment of the Articles or of the articles of association of any company in the Group or of any previous articles of association of the Company or of any company in the Group.

9. Winding Up and Insolvency

In the event of the winding up or insolvency of the Company, the Company will consult with the Charity Commission and the Council regarding any proposals for the distribution of any remaining assets of the Company.

10. General

Notices

- 10.1 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out in this Agreement or such other address as the recipient may designate by notice given in accordance with the provisions of this sub-clause. Any such notice may be delivered personally or by first class prepaid letter or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered if by first class post 48 hours after posting and if by facsimile transmission when despatched.

Successors Bound

- 10.2 This Agreement shall be binding on and shall endure for the benefit of the successors and assigns and personal representatives (as the case may be) of each of the Parties.

Assignment

- 10.3 Neither the Company nor the Council may assign their rights and obligations in whole or in part under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) **PROVIDED THAT** this sub-clause shall not prevent a transfer of Membership pursuant to the Articles.

Good Faith

10.4 Each of the Parties undertakes with the other to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement and the Articles.

Further Assurance

10.5 Each of the Parties shall, and shall use their respective reasonable endeavours to, procure that any necessary third parties shall do, execute and perform all such further deeds, documents, assurances, acts and things as the other Part may reasonably require to carry out the provisions of this Agreement and the Articles into full force and effect.

Counterparts

10.6 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts each of which when executed and delivered will be an original.

Variation

10.7 No variation of this Agreement shall be valid or effective unless made by one or more instruments in writing signed by both Parties.

Law

10.8 This Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably submit to the exclusive jurisdiction of the English Courts in respect of any dispute or matter arising out of or connected with this Agreement.

No Partnership

10.9 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties and none of them shall have any authority to bind the others in any way.

Duration

10.10 The terms of this Agreement shall remain in full force and effect for five years from the date of this Agreement.

Termination

10.11 The termination of this Agreement however caused, shall be without prejudice to any obligations or rights of the other Party which shall have accrued prior to such termination of this Agreement which is expressly or by implication provided to come into effect on, or to continue in effect after, such termination or cesser.

Waiver

10.12 No failure to exercise, and no delay in exercising on the part of either Party, any right, power or privilege under this Agreement shall operate as a waiver of it nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law.

Severability

10.13 Notwithstanding that any provision of this Agreement may prove to be illegal or unenforceable the remaining provisions of this Agreement shall continue in full force and effect.

Exercise of Powers

10.14 Where any person is required under this Agreement to exercise his powers in relation to the Company and/or any company in the Group to procure a particular matter or thing such obligation shall be deemed to include an obligation to exercise his powers both as a Member and as a Director (where applicable) of the Company and/or any company in the Group and to procure that any Member or Director nominated, appointed or approved by him (whether alone or jointly with any other person) shall procure such matter or thing.

Costs

10.15 Each of the Parties shall pay their own costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.

Third Party Rights

10.16 The terms of this Agreement are not enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person not a Party.

Confidentiality

10.17 The Parties shall at all times keep confidential information acquired in consequence of this Agreement, except for information which they may be entitled or bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisers where reasonably necessary for the performance of their professional services.

IN WITNESS whereof the Parties have executed this document as the deed of such parties the day and year first before written

EXECUTED AS A DEED by
the Meanwhile Foundation
and signed by:-

Director

Director/Secretary

EXECUTED AS A DEED by)
the Mayor and Burgesses of the)
London Borough of Brent)
by the affixing of its Common Seal)
in the presence of:)

:-

[authorised signatory]

YOUR ACKNOWLEDGEMENT

I have read and understood the terms of the Participation Agreement and warrant that I am duly authorised to sign this Participation Letter and agree to the terms of the Participation Agreement.

Name: _____

Signed: _____

Date: _____

Address: _____

Phone: _____

Email: _____

PLEASE READ: Insurance Acknowledgement

By signing this you here by confirm that you have the necessary liability insurance cover, to accept full Occupant responsibility/liability during your Project, i.e. removing all liability from The Meanwhile Foundation for the duration of your events and activities including set-up and breakdown?

Signed: _____

Date: _____

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ARTICLES OF ASSOCIATION

MEANWHILE FOUNDATION

PART A. INTRODUCTION

1 INTERPRETATION

1.1 In these Articles:

“the Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006) insofar as they apply to the Company and any statutory modification or re-enactment thereof for the time being in force
“Area of Benefit”	means the United Kingdom
“the Articles”	means these Articles of Association of the Company
“the Board”	means the board of Directors of the Company and (where appropriate) includes a Committee and the Directors acting by written resolution
“Board Meeting”	means a meeting of the Board
“Business Day”	means any day other than a Saturday, Sunday, bank holiday or public holiday
“Chair”	means (subject to the context) either the person elected as chair of the Company under Article 27 or where the chair of the Company is not present or has not taken the chair at a meeting means the person who is chairing a Board Meeting or General Meeting at the time
“Charity Commission”	means the Charity Commission for England and Wales

“Clear Days”	in relation to a period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
“CLG”	means the Department for Communities and Local Government or such other body as succeeds to its functions
“Committee”	means a committee of the Board exercising powers delegated to it by the Board
“Companies House”	means the office of the Registrar of Companies
“the Company”	means the company intended to be regulated by the Articles
“Company Member”	means a member for the time being of the Company who is admitted under Article 6
“Council”	means the Mayor and Burgesses of the London Borough of Brent or such other body as succeeds to its functions or the relevant part of them
“Director”	means any director of the Company who is appointed under Article 19
“General Meeting”	means a meeting of Company Members
“GLA”	means the Greater London Authority or such other body as succeeds to its functions
“including”	means “including without limitation” and “include” and “includes” are to be construed accordingly
“Locality”	means Locality (UK), a registered charity with number 1036460 and a company limited by guarantee with registered number 02787912
“the Memorandum”	means the Memorandum of

	Association of the Company
“the Objects”	means the objects of the Company set out in Article 3
“Observers”	means those persons (other than Directors) present under Article 29 at a Board Meeting
“Partnership Areas”	means the London Borough of Brent and such other areas of social and economic deprivation as the Board may from time to time determine
“Registered Office”	means the registered office of the Company
“Secretary”	means the secretary of the Company including a joint, assistant or deputy secretary
“Senior Officers” other senior designate as such	means the Chief Executive and such members of staff as the Board may
Ireland “United Kingdom”	means Great Britain and Northern
“Vice-Chair”	means a person elected as a Vice-Chair of the Company under Article 27
“Working Party”	means a body established by the Board to make recommendations to the Board but without decision-making powers

1.2 In the Articles:

1.2.1 terms defined in the Act are to have the same meaning;

1.2.2 references to the singular include the plural and vice-versa and to the masculine include the feminine and neuter and vice-versa;

1.2.3 references to “organisations” or “persons” include corporate bodies, public bodies, unincorporated associations and partnerships;

- 1.2.4 references to legislation, regulations, determinations and directions include all amendments, replacements or re-enactments and references to legislation (where appropriate) include all regulations, determinations and directions made or given under it;
- 1.2.5 references to articles are to those within the Articles; and
- 1.2.6 headings are not to affect the interpretation of the Articles.
- 1.3 For the avoidance of doubt the system of law governing the Memorandum and the Articles is the law of England and Wales.
- 1.4 None of the model articles in the Companies (Model Articles) Regulations 2008 applies to the Company.

2 NAME

The name of the Company is the Meanwhile Foundation.

3 OBJECTS

The Company's Objects are specifically restricted to the following:-

- 3.1 the promotion for the public benefit of urban or rural regeneration in areas of social and economic deprivation (and in particular the Partnership Areas) by all of or any of the following means:
 - 3.1.1 the relief of poverty in such ways as may be thought fit;
 - 3.1.2 the relief of unemployment in such ways as may be thought fit, including assistance to find employment;
 - 3.1.3 the advancement of education, training and retraining particularly among unemployed people, and providing unemployed people with work experience and support where practical and necessary;
 - 3.1.4 the provision of financial assistance, technical assistance, or business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:

- 3.1.5 the creation of training and employment opportunities by the provision of workspace, buildings and/or land for use on favourable terms;
- 3.1.6 the maintenance, improvement or provision of public amenities;
- 3.1.7 the provision or assistance in the provision of recreational facilities for the public at large and/or those who, by reasons of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
- 3.1.8 the provision of public health facilities and childcare;
- 3.1.9 the promotion of public safety and prevention of crime;
- 3.1.10 such other means as may from time to time be determined subject to the prior consent of the Charity Commission; and
- 3.2 to develop the capacity and skills of the members of the community in such a way that they are better able to identify, and help meet, their needs and to participate more fully in society; and
- 3.3 the promotion of any other charitable purpose.
- 3.4 **Equal Opportunities**

In the furtherance of the Objects the Company shall at all times actively promote and take into consideration the principles of equality of opportunity.

4 POWERS

The Company may do anything that a natural or corporate person can lawfully do which is not expressly prohibited by the Articles in order to further the Objects (but not otherwise) and in particular it has powers:

Staff and Volunteers

- 4.1 to employ staff or engage consultants and advisers on such terms as the Board thinks fit and to provide pensions to staff, their relatives and dependants;
- 4.2 to recruit or assist in recruiting and managing voluntary workers, including paying their reasonable expenses;

Property

- 4.3 to purchase, lease, exchange, hire or otherwise acquire any real or personal property rights or privileges (including shared or contingent interests);
- 4.4 to construct, alter, improve, convert, maintain, equip, furnish and/or demolish any buildings, structures or property;
- 4.5 to sell, lease, license, exchange, dispose of or otherwise deal with property (subject to the restrictions in the Charities Act 1993);
- 4.6 to provide accommodation for any other charitable organisation on such terms as the Board decides (including rent-free or at nominal or non-commercial rents) subject to the restrictions in the Charities Act 1993;

Borrowing

- 4.7 to borrow and give security for loans;

Grants and Loans

- 4.8 to make and receive grants, donations or loans, to give guarantees and to give security for those guarantees (subject to the restrictions in the Charities Act 1993);

Fund Raising

- 4.9 to raise funds, to invite and receive contributions;

Trading

- 4.10 to trade in the course of carrying out the Objects and to charge for services;

Publicity

- 4.11 to hold, conduct or promote meetings, conferences, lectures, exhibitions or training courses and to disseminate information to publicise the work of the Company and other organisations operating in similar fields;
- 4.12 to promote or carry out research and publish the results of it;

Contracts

4.13 to co-operate with and enter into contracts with any person;

Bank or building society accounts

4.14 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank or building society accounts in the name of the Company;

Investments

4.15 to:-

4.15.1 deposit or invest funds;

4.15.2 employ a professional fund-manager; and

4.15.3 arrange for the investments or other property of the Company to be held in the name of a nominee

in the same manner and subject to the same conditions as trustees of a trust are permitted to do by the Trustee Act 2000;

Insurance

4.16 to insure the assets of the Company to such amount and on such terms as the Board decides, to pay premiums out of income or capital and to use any insurance proceeds as the Board decides (without necessarily having to restore the asset);

4.17 to insure and to indemnify the Company's employees and voluntary workers from and against all risks incurred in the proper performance of their duties;

4.18 to take out insurance to protect the Company and those who use premises owned by or let or hired to the Company;

4.19 to provide indemnity insurance for the Directors in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993;

Other Organisations

4.20 to establish, promote, assist or support (financially or otherwise) any trusts, companies, industrial and provident societies, associations or institutions which have purposes which include the Objects or to carry on any other relevant charitable purposes;

4.21 to co-operate or join with any charity, voluntary body or public or

statutory authority or any other organisation in any location whatsoever in furthering the Objects or allied charitable purposes, to exchange information and advice and to undertake joint activities with them;

- 4.22 to amalgamate with any charity which has objects similar to the Objects;
- 4.23 to undertake and execute any charitable trusts;
- 4.24 to affiliate, register, subscribe to or join any organisation;
- 4.25 to act as agent or trustee for any organisation;

Reserves

- 4.26 to accumulate income in order to set aside funds for special purposes or as reserves against future expenditure;

Formation expenses

- 4.27 to pay the costs of forming the Company and of complying with all relevant registration requirements; and

General

- 4.28 to do anything else within the law which is incidental and conducive to the Objects.

5 APPLICATION OF FUNDS

5.1 General

The income and property of the Company must be applied solely towards promoting the Objects and (except to the extent authorised by this Article 5):

- 5.1.1 no part may be paid or transferred directly or indirectly by dividend bonus or profit to a Company Member; and
- 5.1.2 a Director may not directly or indirectly receive any payment of money or benefit from the Company.

5.2 Benefits to Members

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Company Members:-

Interest and Rent

5.2.1 reasonable and proper interest on money lent by any Company Member to the Company;

5.2.2 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Company Member to the Company or a reasonable hiring fee for premises hired by any Company Member to the Company;

Supply of Goods or Services

5.2.3 reasonable payments to a Company Member in return for goods and/or services supplied to the Company pursuant to a contract;

Out of Pocket Expenses

5.2.4 reasonable and proper out of pocket expenses to Company Members who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers; and

Benefits to Company Members

5.2.5 the grant of a benefit to a Company Member who is a beneficiary of the Company in the furtherance of the Objects.

5.3 Benefits to Directors

Notwithstanding Article 5.1, the Company may make the following payments or grant the following benefits to Directors:-

Out of pocket expenses

5.3.1 the reimbursement of reasonable and proper out-of-pocket expenses (including travel and dependants' care costs) actually incurred in enabling them to carry out their duties as Directors;

5.3.2 reasonable and proper out of pocket expenses to those Directors who are engaged by the Company as volunteers in the work of the Company and which are actually incurred by them in carrying out their work as volunteers;

Indemnity

5.3.3 an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings);

5.3.4 the benefit of indemnity insurance under Article 4.19;

Fees to companies in which Directors have negligible interests

5.3.5 a payment to a company in which a Director has no more than a 1% shareholding;

Interest and Rent

5.3.6 reasonable and proper interest on money lent by any Director to the Company;

5.3.7 reasonable rent, service charges or other payments properly payable under the provisions of any lease, agreement for lease or licence in respect of premises let by any Director to the Company or a reasonable hiring fee for premises hired by any Director to the Company;

Beneficiaries

5.3.8 benefits provided in furtherance of the Objects to Directors who are beneficiaries of the Company where those benefits are the same as or similar to benefits provided to other beneficiaries;

Employment/Supply of Goods and Services

5.3.9 payments to a Director who is employed by the Company or who enters into a contract for the supply of goods or services to the Company (other than for acting as a Director) provided that:-

5.3.9.1 the remuneration or other sums paid to the Director concerned do not exceed an amount that is reasonable in all the circumstances;

5.3.9.2 the Director is absent from the part of any meeting at which there is a discussion of his employment or remuneration or any matter concerning the contract, his performance in the employment or his performance of the contract, any proposal to enter into any other contract or arrangement with him or to confer any benefit

upon him and/or any other matter relating to payment or the conferring any benefit to him;

5.3.9.3 the Director does not vote on any such matter and is not counted when calculating whether a quorum of Directors is present at the meeting;

5.3.9.4 the other Directors are satisfied that it is in the interests of the Company to employ or to contract with the Director rather than with someone who is not a Director. In reaching that decision the Directors must balance the advantage of employing or contracting with a Director against the disadvantages of doing so (especially the loss of the Director's services as a result of dealing with the Director's conflict of interest);

5.3.9.5 the reason for the Directors' decision is recorded in the minutes of the Board meeting; and

5.3.9.6 at no time shall a majority of the Directors receive payment pursuant to this Article 5.3.9;

The employment or remuneration of a Director pursuant to this Article includes the engagement or remuneration of any firm or company in which the Director is a partner, an employee, a consultant, a director or a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Director holds less than 1% of the issued capital;

Exceptional Circumstances

5.3.10 other payments or benefits (approved in writing in advance by the Charity Commission) in exceptional cases.

5.4 The provisions in this Article 5 on the making of payments and the granting of benefits by the Company to Directors shall also extend to payments made to Directors by any other company in which the Company

5.4.1 holds more than 50% of the shares; or

5.4.2 controls more than 50% of the voting rights attached to the shares; or

5.4.3 has the right to appoint one or more directors to its board.

5.5 For the purposes of Article 5.3 a payment to or a benefit granted to a dependant relative or the spouse of the Director or any person living with the Director as his partner shall be deemed to be a payment to the Director and shall be permitted to the same extent that payments to or benefits granted to Directors are permitted.

5.6 **Amendments**

This Article may not be amended without the prior written consent of the Charity Commission.

PART B. COMPANY MEMBERSHIP

6 COMPANY MEMBERS

6.1 The Company Members are:-

6.1.1 the subscribers to the Memorandum; and

6.1.2 others admitted to membership of the Company by the Board under the Articles.

7 ADMISSION OF COMPANY MEMBERS

7.1 A person may not be admitted by the Board as a Company Member:-

7.1.1 unless he has signed a written application to become a Company Member in such form as the Board requires;

7.1.2 for such period as the Board may deem appropriate if he has ceased to be a Company Member by reason of his having been removed as a Director under Article 21.1.6 or Article 21.1.7;

7.1.3 unless he is also appointed as a Director under Article 19;

7.1.4 unless he is aged 18 or over; or

7.1.5 if he would immediately cease to be a Company Member or Director under the Articles.

7.2 Company membership is personal and not transferable.

8 TERMINATION OF COMPANY MEMBERSHIP

A person will cease to be a Company Member:-

8.1 on delivering written notice of resignation to the Registered Office;

8.2 if he ceases to be a Director; or

8.3 if the Board resolves to terminate his membership provided that he shall first have had reasonable opportunity to explain to the Board why he should not be removed.

9 LIABILITY OF COMPANY MEMBERS

- 9.1 The liability of the Company Members is limited.
- 9.2 Every Company Member promises, if the Company is wound up whilst he is a Company Member or within one year after ceasing to be a Company Member, to contribute such amount as is required up to a maximum of £1 towards:
 - 9.2.1 winding up the Company;
 - 9.2.2 the payment of the debts and the payment of the costs, charges and expenses of liabilities incurred whilst the contributor was a Company Member; and
 - 9.2.3 the adjustment of the rights of the contributories among themselves.

PART C. GENERAL MEETINGS

10 GENERAL MEETINGS

- 10.1 The Board may call a General Meeting at any time, to be held at such time and place as the Board decides subject to Article 11.
- 10.2 On receiving a requisition from the percentage of Company Members required under the Act the Board must promptly convene a General Meeting.

11 NOTICE OF GENERAL MEETINGS

- 11.1 Every General Meeting must be called by at least 14 Clear Days' notice.
- 11.2 A General Meeting may be called by shorter notice if this is agreed by a majority in number of the Company Members who may attend and vote and who together hold 90% or more of the total voting rights of all of the Company Members at the General Meeting.
- 11.3 The notice must specify:-
 - 11.3.1 the time, date and place of the General Meeting;
 - 11.3.2 the general nature of the business to be transacted; and
 - 11.3.3 if a special resolution is proposed, the fact that the proposed resolution is a special resolution and the wording of the resolution.
- 11.4 Subject to the Act no business may be transacted at a General Meeting except that specified in the notice convening the meeting.
- 11.5 Notice of a General Meeting must be given to all of the Company Members, the Directors and the Company's auditors (if any).
- 11.6 The accidental omission to give notice of a General Meeting to, or the non-receipt of notice of a General Meeting by, any person entitled to receive notice will not invalidate the proceedings at that General Meeting.

12 QUORUM

- 12.1 No business may be transacted at a General Meeting unless a quorum is present.
- 12.2 The quorum for General Meetings is one half of the Company Members for the time being present in person or by proxy.
- 12.3 A Company Member may be part of the quorum at a General Meeting if he can hear, comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 12.4 If a quorum is not present within 15 minutes from the time of the General Meeting or a quorum ceases to be present during a General Meeting it must be adjourned to such time and place as the Board decides.
- 12.5 If at the adjourned meeting there are again insufficient Company Members present within 15 minutes from the time of the adjourned General Meeting to constitute a quorum then the meeting shall be dissolved.
- 12.6 Reasonable notice of an adjournment of a General Meeting because of a lack of quorum and the time and place of the adjourned General Meeting must be given to all Company Members.

13 CHAIR AT GENERAL MEETINGS

- 13.1 The Chair is to chair General Meetings.
- 13.2 If the Chair is not present within 15 minutes from the time of the General Meeting or is unwilling to act then the Vice-Chair, if any, must chair the General Meeting.
- 13.3 If neither the Chair nor the Vice-Chair, if any, is present and willing to act within 15 minutes from the time of the General Meeting, the Company Members present must choose one of their number to chair the General Meeting.

14 ADJOURNMENT OF GENERAL MEETINGS

- 14.1 The Chair may, with the consent of a General Meeting at which a quorum is present (and must if so directed by the General Meeting), adjourn it to a time and place agreed by the General Meeting.
- 14.2 The Chair may also adjourn a General Meeting if it appears to the Chair that for any other reason an adjournment is necessary

for the business of the meeting to be properly conducted.

- 14.3 The only business that may be transacted at an adjourned General Meeting is that left unfinished from the General Meeting that was adjourned.
- 14.4 It is not necessary to give notice of a General Meeting which is adjourned under Article 14.1 or 14.2 unless it is adjourned for 30 days or more in which case 7 Clear Days' notice must be given.
- 14.5 Resolutions passed at an adjourned General Meeting are to be treated as having been passed on the date on which they were actually passed.

15 VOTING AT GENERAL MEETINGS

- 15.1 Resolutions are to be decided on a show of hands unless a ballot is properly demanded.
- 15.2 Each Company Member present in person or by proxy has one vote both on a show of hands and a ballot.
- 15.3 If there is an equality of votes on a show of hands or a ballot the Chair is entitled to a second or casting vote.
- 15.4 An objection to the qualification of any voter may only be raised at the General Meeting at which the vote objected to is tendered. Every vote not disallowed at the General Meeting is valid. An objection made in time must be referred to the Chair whose decision is final.
- 15.5 A declaration by the Chair that a resolution has been carried (or not carried) unanimously, or by a particular majority, which is entered into the minutes of the meeting is conclusive evidence of the fact unless a ballot is demanded.

16 BALLOTS

- 16.1 A ballot may be demanded by the Chair or by any two Company Members before or on the declaration of the result of a show of hands.
- 16.2 A demand for a ballot may be withdrawn before the ballot is taken. If the demand for a ballot is withdrawn the result of the show of hands will stand.
- 16.3 The demand for a ballot will not prevent the General Meeting continuing to transact business other than in relation to the

question on which the ballot is demanded.

- 16.4 A ballot is to be taken as the Chair directs. The Chair may appoint scrutineers (who need not be Company Members) and set a time and place to declare the result. The result will be the resolution of the General Meeting at which the ballot was demanded but will be treated as passed when the result is declared.
- 16.5 A ballot on the election of a chair or an adjournment must be taken immediately. A ballot on any other question may be taken either immediately or at such time and place as the Chair directs.
- 16.6 At least 7 Clear Days' notice must be given of the time and place at which the ballot is to be taken unless the time and place are announced at the General Meeting at which it is demanded.

17 PROXIES

- 17.1 A Company Member may validly appoint a proxy by notice in writing which
 - 17.1.1 states the name and address of the member appointing the proxy;
 - 17.1.2 identifies the person appointed to be that member's proxy and the General Meeting in relation to which that person is appointed;
 - 17.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 17.1.4 is delivered to the Company in accordance with the articles and any instructions contained in the notice of the General Meeting to which they relate.
- 17.2 A proxy need not be a Company Member. The Board may from time to time prescribe a form to appoint a proxy by standing orders made under Article 38. A proxy may not appoint another proxy.
- 17.3 The document appointing a proxy may instruct the proxy which way to vote on particular resolutions.
- 17.4 A proxy will only be valid if the document appointing a proxy (and any power of attorney or other authority (if any) under which it is signed) or a properly certified copy is deposited at the

Registered Office at least 24 hours before the starting time for the General Meeting or adjourned General Meeting at which the proxy proposes to vote.

17.5 No document appointing a proxy will be valid for more than 12 months.

17.6 A vote given or ballot demanded by proxy is to be valid despite:-

17.6.1 the revocation of the proxy; or

17.6.2 the death or insanity of the principal

unless written notice of the death, insanity or revocation is received at the Registered Office before the start of the General Meeting or adjourned General Meeting at which the proxy is used.

17.7 A proxy form will not be valid for any part of a General Meeting at which the Company Member who appointed the proxy is present.

18 COMPANY MEMBERS' WRITTEN RESOLUTIONS

18.1 A written resolution approved by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of eligible Company Members (provided that those Company Members would constitute a quorum at a General Meeting) is as valid as if it had been passed at a General Meeting provided that:

18.1.1 a copy of the proposed resolution has been sent to every eligible Company Member;

18.1.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of Company Members have signified their agreement to the resolution; and

18.1.3 such agreement is contained in an authenticated document that has been received at the Registered Office within the period of 28 days beginning with the circulation date.

18.2 A resolution under Article 18.1 may consist of several documents in similar form each approved by one or more Company Members.

PART D. DIRECTORS

19 APPOINTMENT OF DIRECTORS

- 19.1 The first Directors shall be those named in the registration documents as sent to Companies House.
- 19.2 The following organisations shall each have the right to appoint one Director:
- 19.2.1 the Council;
 - 19.2.2 Locality;
 - 19.2.3 CLG; and
 - 19.2.4 the GLA.
- 19.3 An appointment under Article 19.2 is to be made in writing to the Registered Office or by email to the Secretary (if there is one) or to the Chair.
- 19.4 The Board may appoint further Directors so that there shall be a maximum of 10 Directors in total, any additional Directors to be chosen because of their particular skills and knowledge.
- 19.5 The appointment of a Director is not to take effect until he has signed the prescribed Companies House form. The appointment of any person as a Director who has not done so within one month of appointment is to lapse unless the Board resolves that there is good cause for the delay.
- 19.6 Each Director shall serve a term as near as possible to three years.
- 19.7 Either before or following the expiry of his term of office, a Director may be re-appointed for a further term of as near as possible to three years by the Board.
- 19.8 Subject to Article 19.9, if a Director retires or is removed in accordance with Article 21 then a replacement may be appointed by the Board pursuant to the provisions of Article 19.4. A replacement Director appointed under this Article shall serve for a term of the office of as near as possible to three years.
- 19.9 If a Director appointed under Article 19.2 ceases to hold office, then the Board shall seek a further nomination for a replacement from the relevant appointing body under that Article. A replacement Director so appointed shall serve for a term of office of as near as possible to three years.

19.10 Subject to Article 7, each Director shall be a Company Member.

20 OBLIGATIONS OF DIRECTORS

20.1 The Board must set out in writing the principal obligations of every Director to the Board and to the Company. The statement of Directors' obligations is not intended to be exhaustive and the Board may review and amend it from time to time.

20.2 The statement of the obligations of the Directors to the Company must include:-

20.2.1 a commitment to its values and objectives including equal opportunities;

20.2.2 an obligation to contribute to and share responsibility for the Board's decisions;

20.2.3 an obligation to read Board papers and to attend meetings, training sessions and other relevant events;

20.2.4 an obligation to declare relevant interests;

20.2.5 an obligation (subject to any overriding legally binding requirement to the contrary) to keep confidential the affairs of the Board;

20.2.6 an obligation to comply with statutory and fiduciary duties, including:-

20.2.6.1 to act in the best interests of the Company;

20.2.6.2 to declare any interests a Director may have in matters to be discussed at Board meetings and not put himself in a position where his personal interest or a duty owed to another conflicts with the duties owed to the Company;

20.2.6.3 to secure the proper and effective use of the Company's property;

20.2.6.4 to act personally;

20.2.6.5 to act within the scope of any authority given;

20.2.6.6 to use the proper degree of skill and care when making decisions particularly when investing funds; and

20.2.6.7 to act in accordance with the Articles; and

20.2.7 a reference to obligations under the general law.

20.3 A Director must sign and deliver to the Board a statement confirming he will meet his obligations to the Board and to the Company within one month of his appointment.

21 RETIREMENT AND REMOVAL OF DIRECTORS

21.1 A Director will cease to hold office if he:-

21.1.1 comes to the end of his term of office and is not re-appointed;

21.1.2 dies;

21.1.3 ceases to be a Director under the Act or is prohibited by law from being a Director or is disqualified from acting as a charity trustee under the Charities Act 1993;

21.1.4 becomes incapable of managing and administering his own affairs because of mental disorder illness or injury;

21.1.5 is declared bankrupt or makes any arrangement or composition with his creditors;

21.1.6 is in the opinion of the Board guilty of conduct detrimental to the interests of the Company and the Board resolves by a 75% majority of the Directors present and voting at a properly convened Board Meeting that he should be removed provided that the Director concerned has first been given an opportunity to put his case and to justify why he should not be removed as a Director;

21.1.7 is removed from office as a Director by a panel convened under Article 22.4;

21.1.8 resigns by written notice to the Company at the Registered Office;

21.1.9 is absent without good reason from three consecutive Board Meetings held no more frequently than once per month and the Board resolves (by a 75% majority of the Directors present and voting at a properly convened Board Meeting) that he should cease to be a Director;

21.1.10 fails to sign a statement of his obligations under Article

20 within one month of his appointment and the Board resolves that he be removed.

22 CONFLICTS OF INTEREST AND BOARD MEMBER CONDUCT

22.1 Declaration of interests

22.1.1 If a Director is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company, he must declare the nature and extent of that interest to the other Directors.

22.1.2 In accordance with the Act, the declaration may be made at a Board Meeting or by written notice.

22.1.3 If a declaration of interest proves to be or becomes inaccurate or incomplete a further declaration must be made.

22.1.4 Any required declaration of interest must be made before the Company enters into the transaction or arrangement.

22.1.5 A declaration is not required in relation to an interest of which the Director is not aware or where the Director is not aware of the transaction or arrangement in question. For this purpose a Director is treated as being aware of matters of which he ought reasonably to be aware.

22.1.6 A Director need not declare an interest:-

22.1.6.1 if it cannot reasonably be regarded as likely to give rise to a conflict of interests; or

22.1.6.2 if, and to the extent that, the other Directors are already aware of it (and for this purpose the other Directors are treated as being aware of anything of which they ought reasonably to be aware).

22.2 Authorisation of direct conflicts of interests

A Director may enter into a transaction or arrangement with the Company only if and to the extent that such an arrangement is authorised by Article 5.

22.3 Authorisation of indirect conflicts of interest

22.3.1 Where, for whatever reason, a Director has any form of indirect interest in relation to a transaction or

arrangement with the Company (which shall include a conflict of duty) and the transaction or arrangement is not authorised by virtue of any other provision in the Articles then it may be authorised by those Directors not having a conflict provided that:-

22.3.1.1 the Director with the conflict (and any other interested Director) is not counted when considering whether or not there is a valid quorum for that part of the meeting and does not vote in relation to the matter giving rise to the conflict; and

22.3.1.2 the Directors who do not have a conflict in relation to the matter in question consider it is in the best interests of the Company to authorise the transaction.

22.3.2 The Directors who do not have a conflict in relation to the matter in question may, in their absolute discretion, determine that the Director with the conflict and/or any other interested Director should absent himself from the part of the meeting at which there is discussion concerning the transaction or arrangement giving rise to the conflict.

22.4 Complaints about conduct

22.4.1 If the Chair receives a written complaint identifying the complainant and alleging conduct by a Director that in his/her reasonable opinion is detrimental to the interests of the Company, and suggests that there is a prima facie case for the complaint to be investigated in accordance with the provisions of this Article, s/he may suspend the Director concerned.

22.4.2 Conduct detrimental to the interests of the Company includes:

22.4.2.1 any breach of a Director's obligations as set out in the statement of obligations of Directors signed by him/her under Article 20 or otherwise; and

22.4.2.2 conviction of any offence which has or is likely to bring the Company into disrepute.

22.4.3 Where the Chair is absent or unable or unwilling to act in relation to the complaint or the complaint is about the Chair then the Vice Chair may exercise the power to suspend the Chair or a Director under Article 22.4.1 in

the same circumstances as the Chair.

22.4.4 The Director whose conduct is complained of must immediately be notified in writing either by the Secretary (if any) or by the Chair or the Vice Chair of the complaint and of any suspension which if exercised under Article 22.4.1 or Article 22.4.3 will be effective from the date of the notice. During the period of any suspension the Director must not:

- 22.4.4.1 participate in a Board Meeting;
- 22.4.4.2 authorise or incur expenditure on behalf of the Company;
- 22.4.4.3 make use of any property belonging to or in use by the Company in his/her capacity as a Director;
- 22.4.4.4 hold him/herself out as a Director of the Company; or
- 22.4.4.5 seek to commit the Company to any obligation.

22.4.5 On receipt of a complaint under Article 22.4.1 the Chair or the Vice Chair must immediately refer the matter for a fair process of investigation, which may be carried out by a panel established for the purpose, an independent person or persons, or such other body as the Chair or Vice Chair acting reasonably shall appoint, including under such procedure for dealing with complaints as the Board may from time to time approve.

PART E. BOARD MEETINGS

23 FUNCTIONS OF THE BOARD

The Board must direct the Company's affairs in such a way as to promote the Objects. Its functions include:-

- 23.1 defining and ensuring compliance with the values and objectives of the Company;
- 23.2 establishing policies and plans to achieve those objectives;
- 23.3 approving each year's budget and accounts before publication;
- 23.4 establishing and overseeing a framework of delegation of its powers to Committees and Working Parties (under Article 28) and employees with proper systems of control;
- 23.5 monitoring the Company's performance in relation to its plans budget controls and decisions;
- 23.6 appointing (and if necessary removing) Senior Officers;
- 23.7 satisfying itself that the Company's affairs are conducted in accordance with generally accepted standards of performance and propriety; and
- 23.8 ensuring that appropriate advice is taken on the items listed in Articles 23.1 to 23.7 and in particular on matters of legal compliance and financial viability.

24 POWERS OF THE BOARD

- 24.1 Subject to the Act and the Articles, the business of the Company is to be managed by the Board who may exercise all of the powers of the Company.
- 24.2 An alteration to the Articles does not invalidate earlier acts of the Board which would have been valid without the alteration.

25 BOARD MEETINGS

- 25.1 Subject to the Articles, the Board may regulate Board Meetings as it wishes.
- 25.2 Board Meetings may be called by any Director or the Secretary (if appointed).

- 25.3 7 days' notice of Board Meetings must be given to each of the Directors but it is not necessary to give notice of a Board Meeting to a Director who is out of the United Kingdom.
- 25.4 A Board Meeting which is called on shorter notice than required under Article 25.3 is deemed to have been duly called if at least two Directors certify in writing that because of special circumstances it ought to be called as a matter of urgency.
- 25.5 Matters arising at a Board Meeting are to be decided by a simple majority of votes and each Director is to have one vote.
- 25.6 If there is an equality of votes the Chair is entitled to a second or casting vote.
- 25.7 A technical defect in the appointment of a Director or in the delegation of powers to a Committee of which the Board is unaware at the time does not invalidate decisions taken in good faith.

26 QUORUM FOR BOARD MEETINGS

- 26.1 The quorum for Board Meetings is one half of the Directors for the time being.
- 26.2 A Director may be part of the quorum at a Board Meeting if he can hear comment and vote on the proceedings through telephone, video conferencing or other communications equipment.
- 26.3 The Board may act despite vacancies in its number but if the number of Directors is less than three then the Board may act only to admit Directors under Article 19.
- 26.4 At a Board Meeting which remains inquorate for 15 minutes after its starting time or one which becomes inquorate for more than 15 minutes the Directors present may act only to:-
- 26.4.1 adjourn it to such other time and place as they decide; or
- 26.4.2 call a General Meeting; or
- 26.4.3 admit Directors under Article 19.
- 26.5 If at the adjourned meeting there are again insufficient Directors present within 15 minutes from the time of the adjourned Board Meeting to constitute a quorum then those Directors who are present (provided that they number at least two) shall constitute

a quorum for the purpose of allowing any business of the adjourned meeting to be conducted.

27 CHAIR AND VICE-CHAIR

- 27.1 The Company must have a Chair and may have a Vice-Chair. The Chair and the Vice-Chair, if any, are to be elected by the Board. The Board must decide the period during which they are each to hold office and the precise point at which their term of office ends. Both the Chair and the Vice-Chair, if any, may be re-elected by the Board.
- 27.2 The Chair and the Vice-Chair, if any, may resign from their positions at any time (without necessarily resigning as Directors at the same time).
- 27.3 Where there is no Chair the first item of business at a Board Meeting must be to elect a Chair in accordance with Article 27.1.
- 27.4 The Chair and the Vice-Chair, if any, may be removed only at a Board Meeting called for the purpose at which a resolution with a majority in favour is passed. The Chair or the Vice-Chair (as the case may be) must be given an opportunity to say why he should not be removed.
- 27.5 The Chair is to chair all Board Meetings and General Meetings at which he is present unless he does not wish or is not able to do so.
- 27.6 If the Chair is not present within 5 minutes after the starting time of a Board Meeting, or is unwilling or unable to chair a Board Meeting, then the Vice-Chair, if any, must chair the Board Meeting unless he is unwilling or unable to do so.
- 27.7 If both the Chair and the Vice-Chair, if any, are not present within 5 minutes after the starting time of a Board Meeting or both are unwilling or unable to chair the meeting then the Board must elect one of the Directors who is present to chair the Board Meeting.
- 27.8 The functions of the Chair are:-
- 27.8.1 to act as an ambassador for the Company and to represent the views of the Board to the general public and other organisations;
 - 27.8.2 to ensure that Board Meetings and General Meetings are conducted efficiently;
 - 27.8.3 to give all Directors an opportunity to express their

views;

- 27.8.4 to establish a constructive working relationship with and to provide support for the employees;
 - 27.8.5 where necessary (and in conjunction with the other Directors) to ensure that, where the post of any employee is or is due to become vacant, a replacement is found in a timely and orderly fashion;
 - 27.8.6 to encourage the Board to delegate sufficient authority to its Committees to enable the business of the Company to be carried on effectively between Board Meetings;
 - 27.8.7 to ensure that the Board monitors the use of delegated powers; and
 - 27.8.8 to encourage the Board to take professional advice when it is needed and particularly before considering the dismissal of an employee.
- 27.9 The role of the Vice-Chair, if any, is to deputise for the Chair during any period of his absence and, for that period, his functions shall be the same as those of the Chair.

28 COMMITTEES AND WORKING PARTIES

- 28.1 The Board may:-
- 28.1.1 establish Committees consisting of those persons whom the Board decide;
 - 28.1.2 delegate to a Committee any of its powers; and
 - 28.1.3 revoke a delegation at any time.
- 28.2 The Board may establish Working Parties consisting of those persons whom the Board decide. A Working Party may not take decisions on behalf of the Board but may consider issues in depth with a view to making recommendations to the Board.
- 28.3 The members of a Committee or a Working Party are to be appointed by the Board but the Board may give a Committee or a Working Party the right to co-opt individuals to its membership. The Board is to determine the chair of each Committee or Working Party.
- 28.4 Each member of a Committee or Working Party (including the chair) is to hold office from the date of his appointment until the term of office for which he has been appointed expires or until he

resigns or is removed by the Board from the Committee or Working Party.

- 28.5 The Board must determine the quorum for each Committee and Working Party it establishes.
- 28.6 The Board must specify the financial limits within which any Committee may function. A Working Party can have no authority to incur expenditure.
- 28.7 Every Committee or Working Party must report its proceedings and decisions to the Board as the Board determines.

29 OBSERVERS

- 29.1 Subject to Article 29.4, the Board may allow individuals who are not Directors to attend Board Meetings as Observers on whatever terms the Board decides.
- 29.2 Observers may not vote but may take part in discussions with the prior consent of the Chair.
- 29.3 The Board may exclude Observers from any part of a Board Meeting where the Board considers the business is private.
- 29.4 The Board must exclude an Observer from any Board Meeting at which a possible personal benefit to him is being considered.

30 DIRECTORS' WRITTEN RESOLUTIONS

- 30.1 A written resolution approved by all of the Directors entitled to receive notice of a Board Meeting (provided they would constitute a quorum at a Board Meeting) is as valid as if it had been passed at a Board Meeting.
- 30.2 A written resolution approved by a simple majority of the members of a Committee (provided they would constitute a quorum of that Committee) is as valid as if it had been passed at a meeting of that Committee.
- 30.3 A resolution under Articles 30.1 or 30.2 may consist of several documents in similar form each approved by one or more of the Directors or Committee Members.

PART F. OFFICERS

31 THE SECRETARY

- 31.1 The Board may decide whether or not a Secretary is appointed.
- 31.2 Where appointed, a Secretary may be removed by the Board at any time.
- 31.3 If a Director is appointed as Secretary he may not receive any remuneration for acting in that capacity.

32 INDEMNITIES FOR OFFICERS AND EMPLOYEES

- 32.1 The Company may indemnify any officer or employee (other than a Director) against any liability incurred by him in his capacity as such except when that liability is due to his own dishonesty or gross negligence.
- 32.2 Subject to the Act (in particular sections 232-238 or any section of any other statute amending or replacing sections 232-238) and Article 32.3, the Company may indemnify any Director against any liability incurred by him in his capacity as such.
- 32.3 The indemnity provided to a Director in accordance with Article 32.2 may not include any indemnity against liability:-
 - 32.3.1 to the Company or a company associated with it;
 - 32.3.2 for fines or penalties; or
 - 32.3.3 incurred as a result of his unsuccessful defence of criminal or civil proceedings.
- 32.4 The indemnity provided to a Director in accordance with Article 32.2 may include the provision of funds to cover his legal costs as they fall due on terms that the Director in question will repay the funds if he is unsuccessful in his defence of the criminal or civil proceedings to which these costs relate
- 32.5 In respect to its auditor the Company may:-
 - 32.5.1 purchase and maintain insurance for his benefit against any liability incurred by him in his capacity as such; and
 - 32.5.2 indemnify him against any liability incurred in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted or in

connection with any application under Section 1157 of the Act or any section of any other statute amending or replacing Section 1157 in which relief is granted to him by the Court.

PART G. STATUTORY AND MISCELLANEOUS

33 MINUTES

- 33.1 The Board must arrange for minutes to be kept of all General Meetings and Board Meetings. The names of the Directors present must be included in the minutes.
- 33.2 Copies of the draft minutes of Board Meetings must be distributed to the Directors as soon as reasonably possible after the meeting and in any case seven days before the next Board Meeting (unless the next Board Meeting is an urgent Board Meeting).
- 33.3 Minutes must be approved as a correct record at the next General Meeting (as regards minutes of General Meetings) or Board Meeting (as regards minutes of Board Meetings). Once approved they must be signed by the person chairing the meeting at which they are approved.
- 33.4 The Board must keep minutes of all of the appointments made by the Board.

34 ACCOUNTS ANNUAL REPORT AND ANNUAL RETURN

- 34.1 The Company must comply with the Act and the Directors must comply with their obligations as charity trustees under the Charities Act 1993 in:-
 - 34.1.1 preparing and filing an annual Directors' report and annual accounts and sending them to the Charity Commission; and
 - 34.1.2 making an annual return to the Registrar of Companies and the Charity Commission.
- 34.2 The Company must comply with the Act in relation to the audit or examination of accounts (to the extent that the law requires).
- 34.3 The annual Directors' report and accounts must contain:-
 - 34.3.1 revenue accounts and balance sheet for the last accounting period;
 - 34.3.2 the auditor's report on those accounts (if applicable); and
 - 34.3.3 the Board's report on the affairs of the Company.

- 34.4 The accounting records of the Company must always be open to inspection by a Director.

35 BANK AND BUILDING SOCIETY ACCOUNTS

- 35.1 All bank and building society accounts must be controlled by the Board and must include the name of the Company.
- 35.2 A cheque or order for the payment of money must be signed in accordance with the Board's instructions.

36 EXECUTION OF DOCUMENTS

- 36.1 Unless the Board decides otherwise, documents which are executed as deeds must be signed by:
- 36.1.1 two Directors; or
 - 36.1.2 one Director and the Secretary (where appointed); or
 - 36.1.3 one Director in the presence of a witness who attests the Director's signature.

37 NOTICES

- 37.1 Notices under the Articles must be in writing (which shall include facsimile transmission or email) except notices calling Board Meetings.
- 37.2 A Company Member present in person at a General Meeting is deemed to have received notice of the General Meeting and (where necessary) of the purposes for which it was called.
- 37.3 The Company may give a notice to a Company Member, Director or auditor either:
- 37.3.1 personally;
 - 37.3.2 by sending it by post in a prepaid envelope;
 - 37.3.3 by facsimile transmission;
 - 37.3.4 by leaving it at his address; or
 - 37.3.5 by email.
- 37.4 Notices under Article 37.3.2 to 37.3.5 may be sent:-

- 37.4.1 to an address in the United Kingdom which that person has given the Company;
 - 37.4.2 to the last known home or business address of the person to be served; or
 - 37.4.3 to that person's address in the Company's register of members.
- 37.5 Proof that an envelope containing a notice was properly addressed prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted.
- 37.6 Proof that a facsimile transmission was made is conclusive evidence that the notice was given at the time stated on the transmission report.
- 37.7 A copy of the notification from the system used by the Company to send emails, that the email has been sent to the particular person, will be conclusive evidence that the notice was sent and such notice will be deemed to have been delivered 24 hours after it was sent.
- 37.8 A notice may be served on the Company by delivering it or sending it to the Registered Office.
- 37.9 The Board may make standing orders to define other acceptable methods of delivering notices.

38 STANDING ORDERS

- 38.1 Subject to Article 38.4;
- 38.1.1 the Board may from time to time make, alter, add to or repeal standing orders for the proper conduct and management of the Company; and
 - 38.1.2 the Company in General Meeting may alter, add to or repeal the standing orders.
- 38.2 The Board must adopt such means as they think sufficient to bring the standing orders to the notice of Company Members.
- 38.3 Standing orders are binding on all Company Members and Directors.
- 38.4 No standing order may be inconsistent with or may affect or repeal anything in the Articles.

39 WINDING UP

39.1 The Company Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways:

39.1.1 directly for the Objects; or

39.1.2 by transfer to any charity or charities for purposes similar to the Objects; or

39.1.3 to any charity for use for particular purposes that fall within the Objects.

39.2 Subject to any such resolution of the Company Members, the Directors may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred:

39.2.1 directly for the Objects; or

39.2.2 by transfer to any charity or charities for purposes similar to the Objects; or

39.2.3 to any charity or charities for use for particular purposes that fall within the Objects.

39.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Company Members (except to a Company Member that is itself a charity) and if no resolution is passed by the Company Members or the Directors the net assets of the Company shall be applied for charitable purposes as directed by the court or the Charity Commission.

Meanwhile Use Lease

Part One: General Terms

Definitions and interpretation

Definitions

In this Lease the following definitions apply:

Common Parts means any amenities from time to time provided by the Landlord for common use and intended to be available to the Tenant.

Fair Proportion means a fair and reasonable proportion appropriate to the Property or its use, to be determined from time to time by the Landlord's surveyor acting in good faith as an expert.

Insolvency Event means any step taken by anyone towards insolvency, which includes any step towards liquidation, winding up, bankruptcy, administration, receivership, administrative receivership, a voluntary arrangement or an arrangement or compromise with creditors.

Insured Risks means the risks against which the Landlord from time to time insures.

Interest means interest both before and after any judgment and calculated daily from the due date to the date of payment at the rate of 4 per cent a year above the base rate from time to time of such UK clearing bank as the Landlord may choose.

Property means each and every part of the Property and all additions made in or to it at any time during the Term and all Landlord's fixtures and fittings, but does not include any part of the main structure, foundations, roof or exterior of the Property (except for any shopfront or fascia of the Property) or any Service Media which serve any adjacent property.

Service Charge and Insurance Payment means the sum (if any) set out opposite this definition on page one of this Lease being a contribution towards the Landlord's estimated costs in respect of:

1.1.1.1 where relevant insuring the Property against the Insured Risks, third party and public liability and loss of service charge.

1.1.1.2 repairing, maintaining, decorating and cleaning all Common Parts, Service Media and structures (including roofs and foundations) used or enjoyed by the Property in common with other property; and any service charges payable by the Landlord for anything benefiting the Property in common with other property (and which the Landlord has estimated on a fair and reasonable basis in relation to this Property).

Service Media means pipes drains sewers cables ducts wires and other media for carrying water soil gas electricity telephone electrical impulses air smoke and fumes and other similar things

Superior Landlord means any person(s) entitled to any estate or interest superior to the interest of the Landlord in the Property and includes the person (if any) stated as the current Superior Landlord in the Particulars.

Working Day means any day except Saturday, Sunday and public holidays in England.

Interpretation

Where a party to this Lease includes two or more people, the covenants made by that party are made by those people jointly and severally.

An obligation by the Tenant not to do an act includes an obligation not to allow that act to be done by another person.

References to the Tenant's default and words to similar effect include the default of anyone at the Property with the Tenant's authority or under the Tenant's control.

Reference to the rights of the Landlord include the same rights for anyone authorised by it.

A reference to any statute includes all amendments or re-enactments of the statute and derivative regulations from time to time in force.

Anything requiring the approval of the Landlord is conditional also on the approval of any Superior Landlord and/or mortgagee.

All rights reserved for the benefit of the Landlord under this Lease extend to any Superior Landlord.

References to approval mean a prior approval in writing.

General words are not limited because they are preceded or followed by particular words in the same category or covering the same topic.

Headings to clauses and paragraphs are for convenience only and do not affect the meaning of this Lease.

The consideration for any supply made by the Landlord under this Lease is exclusive of VAT.

References to the Particulars are reference to the Particulars set out at the beginning of this document and the defined terms set out in the Particulars shall have the meanings set out opposite them.

Unless otherwise specified a reference to a numbered clause, schedule or paragraph is a reference to the relevant clause, schedule or paragraph in the same part of this Lease as the reference.

Rents

The Tenant will pay to the Landlord during the Term:

(a) the Rent (if so demanded); and

(b) on demand as added rent (and recoverable as rent):

the Service Charge and Insurance Payment; and

all other sums payable by the Tenant under this Lease.

Tenant's Obligation

The Tenant covenants with the Landlord:

Rents and other amounts

To pay the Service Charge and Insurance Payment in advance on the first day of each Payment Period and proportionately for any period of less than a Payment Period.

To make the first payment of the Service Charge and Insurance Payment on the date of this Lease (being a proportionate sum for the period from and including the first day of the Term to the day before the first day of the next Payment Period following the date of this Lease).

To pay the other amounts reserved as rent as mentioned in Clause 2.

Not to claim or exercise any right to legal or equitable set off or withhold payment of any amounts due to the Landlord.

3.1.5 [If required by the Landlord, to pay the Service Charge and Insurance Payment in cleared funds.]

Interest

To pay Interest on any sum payable to the Landlord under this Lease which the Tenant fails to pay within fourteen Working Days of the due date.

For the purposes of Clause 0, a sum shall be treated as unpaid for any period during which there subsists a breach by the Tenant of the terms of this Lease and the Landlord refuses to accept payment.

VAT

To pay to the Landlord any VAT chargeable on the consideration for any supply made by the Landlord under this Lease.

Where the Tenant is to refund any payment made by the Landlord, to pay to the Landlord an amount equal to the VAT payable by the Landlord, except to the extent the Landlord can recover that VAT as input tax.

Outgoings

To pay all rates, taxes and other outgoings for the Property, except any tax assessed on the Landlord for its ownership of, rental income from or dealing with its interest in the Property.

To pay all charges for electricity, water, telephone and other services for the Property.

Where the Property forms part of a larger property and rates or other outgoings are payable for that property as a whole to pay a Fair Proportion of those rates or outgoings.

Repair and Decoration

To keep the Property clean and tidy and free from pests and in no worse state and condition and decoration (fair wear and tear excepted) as of the date of this Lease as evidenced in the Photographic Schedule of Condition.

Damage by the Insured Risks is excepted from Clause 0, save to the extent the insurance money is irrecoverable because of the Tenant's default.

[Damage Deposit

The Tenant shall pay the Damage Deposit to the Landlord on the date of this Lease.

The Landlord or the Landlord's agent shall be entitled to hold the Damage Deposit as security against any loss to the Landlord because of the Tenant's default of its obligations under this Lease.

After deduction from the Damage Deposit of any sums required to compensate the Landlord for any such default by the Tenant of its obligations under this Lease (which deduction the Tenant irrevocably and by way of security authorises the Landlord or the Landlord's agent to make),

any balance remaining shall be payable without interest to the Tenant within 14 Working Days of the end of the Term.]

Alterations forbidden

Save for any Permitted Alterations:

Not to alter or add to the Property.

Not to place anything, for example, any signs, telecommunications equipment, lighting, canopy or awning outside, or on the exterior of, the Property.

On demand to remove any unauthorised alterations or additions.

Default notices

To make good any failure to repair, clean or decorate the Property of which the Landlord has given written notice to the Tenant, and to start the necessary work as soon as required by the Landlord.

Use

Not to use the Property other than for the Permitted Use.

Not to use the Property outside the Permitted Hours.

[Not to use the Property for commercial gain and/or to operate a profit making business on or from the Property [provided that the Tenant is permitted to sell items specific or ancillary to the Permitted Use].]

Nuisance

Not to do anything in or outside the Property which might cause a nuisance, damage or annoyance to the Landlord or others.

Not to do anything which might overload the floors of the Property or any Service Media serving the Property.

Transfer and Subletting forbidden

Not to assign, sublet, hold on trust, charge or part with or share the possession or occupation of the whole or any part of the Property [¹save that the Tenant may share [part of] the Property with [specify name of entity] provided that:

(a) no tenancy is created; and

(b) [not less than 5 Working Days before such sharing begins the Landlord receives written notice from the Tenant of the identity and address of the person or entity sharing occupation]

Compliance with statutory requirements

To comply with the requirements of any statute affecting the Property or its Permitted Use.

As soon as the Tenant receives any notice affecting the Property from an authority, to supply the Landlord with a copy.

Immediately to give written notice to the Landlord on the Tenant becoming aware of any defect in the Property.

¹ Delete if not applicable

Tenant's insurance duties

To comply with all requirements of the insurers and the fire authority about the Property and its Permitted Use.

Not to do anything which could adversely affect any insurance policy relating to the Property.

Planning

Not to apply for planning permission for the Property.

End of the Lease

At the end of the Term to deliver all keys of the Property and give up the Property with vacant possession to the Landlord and to remove from the Property the Permitted Alterations (if any) and anything else installed or belonging to the Tenant including any fittings and signs and to make good all damage caused to the Property by their removal provided that the Tenant shall not be obliged to return the Property in any better state of repair and condition than as evidenced in the Photographic Schedule of Condition.

Encroachments and rights

So far as possible, to preserve all rights enjoyed by the Landlord and to help the Landlord prevent anyone gaining any right over the Property.

Landlord's costs

To pay on demand, on an indemnity basis, the Landlord's costs for:

1.1.1.3 preparing and serving notices or proceedings under sections 146 or 147 of the Law of Property Act 1925; and

1.1.1.4 preparing and serving schedules of dilapidations.

Indemnity

To indemnify the Landlord against all loss arising out of any failure by the Tenant to comply with the terms of this Lease.

Regulations

To comply with all reasonable regulations for the proper management of the Property as are made by the Landlord and communicated to the Tenant in writing.

Superior landlord

The Tenant covenants with the Superior Landlord during the Term to observe and perform all of the Tenant's obligations under this Lease.

Landlord's Obligation**Quiet Enjoyment**

The Landlord will allow the Tenant peaceably to enjoy the Property without any interruption by the Landlord or any person claiming under the Landlord.

Damage

If, because of damage by any of the Insured Risks, the whole or a substantial part of the Property becomes unfit for use or inaccessible then:

1.1.1.5 (unless any insurance money has been refused because of the Tenant's default) the whole or a Fair Proportion (depending on the extent of the damage) of the Service Charge and Insurance Payment payable under this Lease shall be suspended until access and fitness for use are restored;

1.1.1.6 the Landlord or the Tenant may end this Lease by giving notice in writing to the other without prejudice to any existing liability, in which case any insurance money will belong to the Landlord.

Forfeiture

The Landlord may, by re-entering any part of the Property, forfeit this Lease and the Term shall end if:

1.1.1.7 any rents are unpaid 14 Working Days after becoming payable (whether formally demanded or not);

1.1.1.8 the Tenant has not complied with any of the terms of this Lease;

1.1.1.9 the Tenant suffers any enforcement by seizure of assets; or

1.1.1.10 there occurs to the Tenant (or where the Tenant comprises two or more people there occurs to any of such people) an Insolvency Event

The forfeiture of this Lease is without prejudice to any other rights or remedies of the Landlord.

Break Clause

This Lease may be terminated [*at any time*] [*at any time after the expiry of the third month of the Term*] (without prejudice to any existing liability):

1.1.1.11 by the Tenant giving to the Landlord the Tenant's Termination Notice; or

1.1.1.12 by the Landlord giving to the Tenant the Landlord's Termination Notice.

On the date of any termination of this Lease under Clause 7.1, the Landlord must repay to the Tenant any Service Charge and Insurance Payment paid in advance in respect of a period falling after the date of termination.

Miscellaneous

No implied rights

Nothing in this Lease impliedly grants to the Tenant any rights other than those expressly granted by this Lease.

Exclusion of warranty about use

Nothing in this Lease implies a warranty that the Property may be used for any purpose.

Representations

The Tenant accepts that this Lease has not been entered into in reliance on any representation made by, or for, the Landlord.

Covenants about other property

Nothing in this Lease gives the Tenant the benefit of any agreement entered into by any person about any property not comprised in this Lease.

Rights Granted to the Tenant

The Tenant is granted the following rights over the Property:

1.1.1.13 the right to use the Common Parts for all proper purposes to the extent necessary in connection with the proper use and enjoyment of the Property;

1.1.1.14 the right to use any Service Media which are in other property belonging to the Landlord and serve the Property in common with other property; and

1.1.1.15 the right of support and shelter from any adjacent structures belonging to the Landlord

Rights Reserved for the Landlord

The Landlord is to have the following rights over the Property:

- (a) the right to use, and make connections to, the Service Media forming part of the Property which serve, or are capable of serving, other property.
- (b) the right, at reasonable times and on reasonable notice (but in case of emergency at any time without notice) to enter the Property for all proper purposes in connection with its ownership and management of the Property; the Landlord causing as little inconvenience as possible and making good without unreasonable delay any damage to the Property caused by such entry.
- (c) the right to carry out works to other property, including oversailing the Property with cranes and erecting scaffolding attached to the Property even though this interferes with the amenities of the Property.
- (d) all light, support and any other rights enjoyed by any other property.
- (e) the right at any time to display a sale board and/or a letting board on the Property.

Exclusion of statutory terms

The Tenant confirms that:

1.1.1.16 before the date of this Lease:

the Landlord served on the Tenant a notice (the Notice) dated [] about the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the Order);**

the Tenant, or a person authorised by the Tenant, in relation to the Notice made a statutory declaration (the Declaration) dated [] in a form complying with the requirements of Schedule 2 to the Order;**

1.1.1.17 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

The Landlord and the Tenant confirm there is no agreement to which this Lease gives effect.

The Landlord and Tenant agree to exclude the terms of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.

Notices

Section 196 of the Law of Property Act 1925, extended as follows, applies to all notices and documents relating to this Lease:

1.1.1.18 where the expression "Tenant" includes more than one person, service on any one of them shall be treated as service on them all.

1.1.1.19 any notice or document sent by mail shall be treated as having been received on the second working day after the day of posting.

Third Parties

The parties to this Lease do not intend any term of this Lease to be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

Tenant's Belongings

The Landlord is entitled to sell, as agent for the Tenant, any belongings of the Tenant left in the Property for more than [five] Working Days after this Lease has come to an end. If the Tenant does not claim the net sale proceeds within six months after the Lease has come to an end then the Landlord may retain them.

[Tenant Charity²

The Property hereby let will, as a result of this Lease be held by (or in trust for) [³], a non-exempt charity, and the restrictions on disposition imposed by Section 36 of the Charities Act 1993 will apply to the Property (subject to Section 36(9)) of that Act]

² For use where the Tenant is a charity, subject to confirmation by the charity

³ Insert name of tenant charity

Part Two: Additional Terms

Executed by the parties as a deed.

This Lease creates legal rights and legal obligations. Do not sign it unless you have consulted a solicitor.

⁴**Signed** as a deed by)
the Landlord and delivered in the)
presence of:)

Landlord

Signature of witness:

Name of witness:

Address:
.....
.....

⁵**Executed** as a deed by)
**)
[Limited] [PLC] acting by its secretary)
and a director or by two directors)

Director

Director/Secretary

⁶**Signed** as a deed by)
the Tenant and delivered in the)
presence of:)

Tenant

⁴ For use where Landlord is an individual
⁵ For use where Landlord is a company
⁶ For use where Tenant is an individual

Signature of witness:

Name of witness:

Meanwhile Use Lease

Part One: General Terms

Definitions and interpretation

Definitions

In this Lease the following definitions apply:

Common Parts means any amenities from time to time provided by the Landlord for common use and intended to be available to the Tenant.

Fair Proportion means a fair and reasonable proportion appropriate to the Property or its use, to be determined from time to time by the Landlord's surveyor acting in good faith as an expert.

Insolvency Event means any step taken by anyone towards insolvency, which includes any step towards liquidation, winding up, bankruptcy, administration, receivership, administrative receivership, a voluntary arrangement or an arrangement or compromise with creditors.

Insured Risks means the risks against which the Landlord from time to time insures.

Interest means interest both before and after any judgment and calculated daily from the due date to the date of payment at the rate of 4 per cent a year above the base rate from time to time of such UK clearing bank as the Landlord may choose.

Property means each and every part of the Property and all additions made in or to it at any time during the Term and all Landlord's fixtures and fittings, but does not include any part of the main structure, foundations, roof or exterior of the Property (except for any shopfront or fascia of the Property) or any Service Media which serve any adjacent property.

Service Charge and Insurance Payment means the sum (if any) set out opposite this definition on page one of this Lease being a contribution towards the Landlord's estimated costs in respect of:

1.1.1.20 where relevant insuring the Property against the Insured Risks, third party and public liability and loss of service charge.

1.1.1.21 repairing, maintaining, decorating and cleaning all Common Parts, Service Media and structures (including roofs and foundations) used or enjoyed by the Property in common with other property; and any service charges payable by the Landlord for anything benefiting the Property in common with other property (and which the Landlord has estimated on a fair and reasonable basis in relation to this Property).

Service Media means pipes drains sewers cables ducts wires and other media for carrying water soil gas electricity telephone electrical impulses air smoke and fumes and other similar things

Superior Landlord means any person(s) entitled to any estate or interest superior to the interest of the Landlord in the Property and includes the person (if any) stated as the current Superior Landlord in the Particulars.

Working Day means any day except Saturday, Sunday and public holidays in England.

Interpretation

Where a party to this Lease includes two or more people, the covenants made by that party are made by those people jointly and severally.

An obligation by the Tenant not to do an act includes an obligation not to allow that act to be done by another person.

References to the Tenant's default and words to similar effect include the default of anyone at the Property with the Tenant's authority or under the Tenant's control.

Reference to the rights of the Landlord include the same rights for anyone authorised by it.

A reference to any statute includes all amendments or re-enactments of the statute and derivative regulations from time to time in force.

Anything requiring the approval of the Landlord is conditional also on the approval of any Superior Landlord and/or mortgagee.

All rights reserved for the benefit of the Landlord under this Lease extend to any Superior Landlord.

References to approval mean a prior approval in writing.

General words are not limited because they are preceded or followed by particular words in the same category or covering the same topic.

Headings to clauses and paragraphs are for convenience only and do not affect the meaning of this Lease.

The consideration for any supply made by the Landlord under this Lease is exclusive of VAT.

References to the Particulars are reference to the Particulars set out at the beginning of this document and the defined terms set out in the Particulars shall have the meanings set out opposite them.

Unless otherwise specified a reference to a numbered clause, schedule or paragraph is a reference to the relevant clause, schedule or paragraph in the same part of this Lease as the reference.

Rents

(c) The Tenant will pay to the Landlord during the Term:
the Rent (if so demanded); and

(d) on demand as added rent (and recoverable as rent):

the Service Charge and Insurance Payment; and

all other sums payable by the Tenant under this Lease.

Tenant's Obligation

The Tenant covenants with the Landlord:

Rents and other amounts

To pay the Service Charge and Insurance Payment in advance on the first day of each Payment Period and proportionately for any period of less than a Payment Period.

To make the first payment of the Service Charge and Insurance Payment on the date of this Lease (being a proportionate sum for the period from and including the first day of the Term to the day before the first day of the next Payment Period following the date of this Lease).

To pay the other amounts reserved as rent as mentioned in Clause 2.

Not to claim or exercise any right to legal or equitable set off or withhold payment of any amounts due to the Landlord.

3.1.5 [If required by the Landlord, to pay the Service Charge and Insurance Payment in cleared funds.]

Interest

To pay Interest on any sum payable to the Landlord under this Lease which the Tenant fails to pay within fourteen Working Days of the due date.

For the purposes of Clause 0, a sum shall be treated as unpaid for any period during which there subsists a breach by the Tenant of the terms of this Lease and the Landlord refuses to accept payment.

VAT

To pay to the Landlord any VAT chargeable on the consideration for any supply made by the Landlord under this Lease.

Where the Tenant is to refund any payment made by the Landlord, to pay to the Landlord an amount equal to the VAT payable by the Landlord, except to the extent the Landlord can recover that VAT as input tax.

Outgoings

To pay all rates, taxes and other outgoings for the Property, except any tax assessed on the Landlord for its ownership of, rental income from or dealing with its interest in the Property.

To pay all charges for electricity, water, telephone and other services for the Property.

Where the Property forms part of a larger property and rates or other outgoings are payable for that property as a whole to pay a Fair Proportion of those rates or outgoings.

Repair and Decoration

To keep the Property clean and tidy and free from pests and in no worse state and condition and decoration (fair wear and tear excepted) as of the date of this Lease as evidenced in the Photographic Schedule of Condition.

Damage by the Insured Risks is excepted from Clause 0, save to the extent the insurance money is irrecoverable because of the Tenant's default.

[Damage Deposit

The Tenant shall pay the Damage Deposit to the Landlord on the date of this Lease.

The Landlord or the Landlord's agent shall be entitled to hold the Damage Deposit as security against any loss to the Landlord because of the Tenant's default of its obligations under this Lease.

After deduction from the Damage Deposit of any sums required to compensate the Landlord for any such default by the Tenant of its obligations under this Lease (which deduction the Tenant irrevocably and by way of security authorises the Landlord or the Landlord's agent to make), any balance remaining shall be payable without interest to the Tenant within 14 Working Days of the end of the Term.]

Alterations forbidden

Save for any Permitted Alterations:

Not to alter or add to the Property.

Not to place anything, for example, any signs, telecommunications equipment, lighting, canopy or awning outside, or on the exterior of, the Property.

On demand to remove any unauthorised alterations or additions.

Default notices

To make good any failure to repair, clean or decorate the Property of which the Landlord has given written notice to the Tenant, and to start the necessary work as soon as required by the Landlord.

Use

Not to use the Property other than for the Permitted Use.

Not to use the Property outside the Permitted Hours.

[Not to use the Property for commercial gain and/or to operate a profit making business on or from the Property [provided that the Tenant is permitted to sell items specific or ancillary to the Permitted Use].]

Nuisance

Not to do anything in or outside the Property which might cause a nuisance, damage or annoyance to the Landlord or others.

Not to do anything which might overload the floors of the Property or any Service Media serving the Property.

Transfer and Subletting forbidden

Not to assign, sublet, hold on trust, charge or part with or share the possession or occupation of the whole or any part of the Property [⁷save that the Tenant may share [part of] the Property with [specify name of entity] provided that:

(a) no tenancy is created; and

(b) [not less than 5 Working Days before such sharing begins the Landlord receives written notice from the Tenant of the identity and address of the person or entity sharing occupation]

Compliance with statutory requirements

To comply with the requirements of any statute affecting the Property or its Permitted Use.

As soon as the Tenant receives any notice affecting the Property from an authority, to supply the Landlord with a copy.

⁷ Delete if not applicable

Immediately to give written notice to the Landlord on the Tenant becoming aware of any defect in the Property.

Tenant's insurance duties

To comply with all requirements of the insurers and the fire authority about the Property and its Permitted Use.

Not to do anything which could adversely affect any insurance policy relating to the Property.

Planning

Not to apply for planning permission for the Property.

End of the Lease

At the end of the Term to deliver all keys of the Property and give up the Property with vacant possession to the Landlord and to remove from the Property the Permitted Alterations (if any) and anything else installed or belonging to the Tenant including any fittings and signs and to make good all damage caused to the Property by their removal provided that the Tenant shall not be obliged to return the Property in any better state of repair and condition than as evidenced in the Photographic Schedule of Condition.

Encroachments and rights

So far as possible, to preserve all rights enjoyed by the Landlord and to help the Landlord prevent anyone gaining any right over the Property.

Landlord's costs

To pay on demand, on an indemnity basis, the Landlord's costs for:

1.1.1.22 preparing and serving notices or proceedings under sections 146 or 147 of the Law of Property Act 1925; and

1.1.1.23 preparing and serving schedules of dilapidations.

Indemnity

To indemnify the Landlord against all loss arising out of any failure by the Tenant to comply with the terms of this Lease.

Regulations

To comply with all reasonable regulations for the proper management of the Property as are made by the Landlord and communicated to the Tenant in writing.

Superior landlord

The Tenant covenants with the Superior Landlord during the Term to observe and perform all of the Tenant's obligations under this Lease.

Landlord's Obligation

Quiet Enjoyment

The Landlord will allow the Tenant peaceably to enjoy the Property without any interruption by the Landlord or any person claiming under the Landlord.

Damage

If, because of damage by any of the Insured Risks, the whole or a substantial part of the Property becomes unfit for use or inaccessible then:

1.1.1.24 (unless any insurance money has been refused because of the Tenant's default) the whole or a Fair Proportion (depending on the extent of the damage) of the Service Charge and Insurance Payment payable under this Lease shall be suspended until access and fitness for use are restored;

1.1.1.25 the Landlord or the Tenant may end this Lease by giving notice in writing to the other without prejudice to any existing liability, in which case any insurance money will belong to the Landlord.

Forfeiture

The Landlord may, by re-entering any part of the Property, forfeit this Lease and the Term shall end if:

1.1.1.26 any rents are unpaid 14 Working Days after becoming payable (whether formally demanded or not);

1.1.1.27 the Tenant has not complied with any of the terms of this Lease;

1.1.1.28 the Tenant suffers any enforcement by seizure of assets; or

1.1.1.29 there occurs to the Tenant (or where the Tenant comprises two or more people there occurs to any of such people) an Insolvency Event

The forfeiture of this Lease is without prejudice to any other rights or remedies of the Landlord.

Break Clause

This Lease may be terminated [*at any time*] [*at any time after the expiry of the third month of the Term*] (without prejudice to any existing liability):

1.1.1.30 by the Tenant giving to the Landlord the Tenant's Termination Notice; or

1.1.1.31 by the Landlord giving to the Tenant the Landlord's Termination Notice.

On the date of any termination of this Lease under Clause 7.1, the Landlord must repay to the Tenant any Service Charge and Insurance Payment paid in advance in respect of a period falling after the date of termination.

Miscellaneous

No implied rights

Nothing in this Lease impliedly grants to the Tenant any rights other than those expressly granted by this Lease.

Exclusion of warranty about use

Nothing in this Lease implies a warranty that the Property may be used for any purpose.

Representations

The Tenant accepts that this Lease has not been entered into in reliance on any representation made by, or for, the Landlord.

Covenants about other property

Nothing in this Lease gives the Tenant the benefit of any agreement entered into by any person about any property not comprised in this Lease.

Rights Granted to the Tenant

The Tenant is granted the following rights over the Property:

1.1.1.32 the right to use the Common Parts for all proper purposes to the extent necessary in connection with the proper use and enjoyment of the Property;

1.1.1.33 the right to use any Service Media which are in other property belonging to the Landlord and serve the Property in common with other property; and

1.1.1.34 the right of support and shelter from any adjacent structures belonging to the Landlord

Rights Reserved for the Landlord

The Landlord is to have the following rights over the Property:

- (f) the right to use, and make connections to, the Service Media forming part of the Property which serve, or are capable of serving, other property.
- (g) the right, at reasonable times and on reasonable notice (but in case of emergency at any time without notice) to enter the Property for all proper purposes in connection with its ownership and management of the Property; the Landlord causing as little inconvenience as possible and making good without unreasonable delay any damage to the Property caused by such entry.
- (h) the right to carry out works to other property, including oversailing the Property with cranes and erecting scaffolding attached to the Property even though this interferes with the amenities of the Property.
- (i) all light, support and any other rights enjoyed by any other property.
- (j) the right at any time to display a sale board and/or a letting board on the Property.

Exclusion of statutory terms

The Tenant confirms that:

1.1.1.35 before the date of this Lease:

the Landlord served on the Tenant a notice (the Notice) dated [] about the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (the Order);**

the Tenant, or a person authorised by the Tenant, in relation to the Notice made a statutory declaration (the Declaration) dated [] in a form complying with the requirements of Schedule 2 to the Order;**

1.1.1.36 where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

The Landlord and the Tenant confirm there is no agreement to which this Lease gives effect.

The Landlord and Tenant agree to exclude the terms of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this Lease.

Notices

Section 196 of the Law of Property Act 1925, extended as follows, applies to all notices and documents relating to this Lease:

1.1.1.37 where the expression "Tenant" includes more than one person, service on any one of them shall be treated as service on them all.

1.1.1.38 any notice or document sent by mail shall be treated as having been received on the second working day after the day of posting.

Third Parties

The parties to this Lease do not intend any term of this Lease to be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party.

Tenant's Belongings

The Landlord is entitled to sell, as agent for the Tenant, any belongings of the Tenant left in the Property for more than [five] Working Days after this Lease has come to an end. If the Tenant does not claim the net sale proceeds within six months after the Lease has come to an end then the Landlord may retain them.

[Tenant Charity⁸

The Property hereby let will, as a result of this Lease be held by (or in trust for) [⁹], a non-exempt charity, and the restrictions on disposition imposed by Section 36 of the Charities Act 1993 will apply to the Property (subject to Section 36(9)) of that Act]

⁸ For use where the Tenant is a charity, subject to confirmation by the charity

⁹ Insert name of tenant charity

Part Two: Additional Terms

Executed by the parties as a deed.

This Lease creates legal rights and legal obligations. Do not sign it unless you have consulted a solicitor.

¹⁰**Signed** as a deed by)
the Landlord and delivered in the)
presence of:)

Landlord

Signature of witness:

Name of witness:

Address:

.....

.....

¹¹**Executed** as a deed by)
**)
[Limited] [PLC] acting by its secretary)
and a director or by two directors)

Director

Director/Secretary

¹²**Signed** as a deed by)
the Tenant and delivered in the)
presence of:)

Tenant

¹⁰ For use where Landlord is an individual

¹¹ For use where Landlord is a company

¹² For use where Tenant is an individual

Signature of witness:

Name of witness:

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Annexe 3: draft Participation Agreement

Participation Agreement between the Meanwhile Foundation and [name to be inserted]

We take this opportunity to thank you for submitting your [insert project proposal title], which is enclosed as Annex A to this letter.

1 Your Project Proposal

We are writing to inform you that your Project Proposal has been approved and we have arranged for you to occupy the following space owned by (**Owner**):

[insert premises] (the **Property**).

We have negotiated the terms of occupation with the Owner and we will grant usage of the premises for a period of at least 13 weeks (**Initial Term**) commencing on 5 March 2012 (**Commencement Date**) and continuing until 4 June 2012 (**Terminating Date**), unless earlier terminated as outlined in Clause 7 in the Participation Agreement. We plan to discuss with the landlord the potential to extend the occupation beyond the initial term. This will be discussed with you as soon as we know the likelihood of this.

If your Project Proposal changes in any way during your occupancy, please contact [insert contact name] at the earliest opportunity.

As you know, the property is currently available for “meanwhile” use pending redeployment by the Owner. Accordingly, we may terminate our agreement with 10 days written notice to you, if directed to by the Owner.

2 Your obligations

Enclosed as Annex B to this Participation Letter are our Standard Terms and Conditions of Participation, which apply to your use of the Leased Property and participation of [Insert project] at [insert address].

The Terms and Conditions of Participation, together with this Participation Letter and any schedules or annexes to those documents, comprise our agreement (**Participation Agreement**).

Your key collective and individual obligations under the Participation Agreement are as follows:

Community Contribution

Your Project Proposal was accepted for inclusion in the [insert project] in part due to the nature and level of community ‘give-back’ or contribution it proposed to offer.

This offer may have included the provision of regular public events, activities or workshops or the opportunity for trainee engagement within your project and will have been agreed with us in advance of your signing this Agreement. Community contribution is an important element of the [insert project] and by signing this Participation Agreement you agree that you will undertake to

deliver the 'give-back' provisions outlined in your Project Proposal once these have been confirmed with us.

If you are considering taking on trainees / work experience students, they must be over 18. If you are considering working with children or vulnerable members of the public, it is your responsibility to understand the legal requirements and have proof of any necessary procedures or checks that need to be in place before you do so.

Permitted Use: You must only use the property for the Permitted Use (which is set out in Annex A), and for no other use without our written approval. You may use the property only during the hours permitted. It is your responsibility to ensure you have proof of the correct licenses, certificates relating to your Permitted Use.

Outgoings: You must pay a monthly Participation Fee (£50) to contribute to all water, electricity, gas you use and other overheads whilst occupying the property. On signing this Agreement you must pay a deposit of £150 and the first month's Participation Fee (£200 in total) in order to obtain the keys to your unit. Payment details can be found below.

Opening times: It is important for the ethos of the New Windows on Willesden Green concept of meanwhile use that the spaces in the public realm are accessible to the public at regular agreed times. In signing this agreement you confirm you will occupy the premises for at least 4 days a week, 8 hours a day (unless otherwise agreed with us in advance of signing this Participation Agreement) and keep to any specific opening hours that you make public.

Nuisance and illegal activities: You must not cause a nuisance to owners or occupiers of surrounding buildings or to the Owner or engage in illegal activities or disruptive behaviour whilst occupying the property.

Maintenance, security and day to day running: Please take good care of the property and at all times make sure it is clean and presentable. You are responsible for ensuring the building is locked securely each evening and for creating a rota to ensure the areas open to the public are staffed during opening times. You will be issued with a Tenant Manual and given a full induction to the space to make you aware of the collective responsibility a collaborative space such as Queens Parade requires to make it a harmonious place for everyone.

Safety and emergencies: Please ensure your safety and the safety of your guests entering the property. You must ensure your guests are aware of and abide by any emergency procedures notified to you by us or the Owner. You must meet any legal Health and Safety responsibilities to yourselves, employees and the public.

Obligation to “make good”: **On termination of the Participation Agreement or expiry of the Term, you must vacate the Property and leave it in no worse condition than it was in on the Commencement Date.**

Promotions and publicity: **You agree to undertake and participate in any publicity or promotional activities concerning your Project Proposal and your occupancy of [insert premises address] which relate to the [insert project name] or the Meanwhile Foundation. You agree to provide images of your work relating to your Project Proposal for promotion and publicity where necessary for publication in all media, with accreditation where appropriate.**

INSURANCE

We have taken out a General Public Liability Insurance Policy (Policy) to cover the common areas of the building. The Policy will not cover your Project, and you are responsible for taking your own insurance out for your Project. You will be responsible for taking out public liability insurance as a minimum and any other insurance required by Law:

a) Public Liability Insurance

As an Occupant, you will be required to take out your own Public Liability Insurance. Your policy should respond to claims for personal injury and property damage occurring in the Property in connection with your Project and will be subject to the Policy Wording. We may require information in addition to that in your Project Proposal. It is your responsibility to ensure you are suitably insured and check with the Meanwhile Foundation that you are included in its policy.

b) Other insurance

You or your Project will also be responsible for procuring insurance cover for additional risks, such as:

Contents insurance: The Policy does not cover goods, equipment or personal effects brought onto the premises by you as part of the Project
Likewise, your contents are not insured by the Owner. Accordingly, we highly recommend you take out insurance covering your contents. We can assist you in arranging cover, if you require.

Other insurance: You may consider taking out other insurance policies (e.g. Employers/Product Liability Insurance) or you may otherwise be

required to take out other insurance policies by Law. We recommend you speak with an Insurance Broker to find out more.

7 Participation Fee & Deposit

In return for access to the Leased Area, you must pay a deposit of £150 and one month's fee of £50 (plus VAT) (**Participation Fee**) on the Commencement Date (£200 in total). Thereafter you must pay a monthly Participation Fee of £50.

Payment must be made into the following account:

Account Name: [insert]
Sort Code: [insert]
Account Number: [insert]

Please use your name or your project name as a deposit reference. A tax invoice for monies received will be provided to you after the end of your occupation once all payments have been made.

The Participation Fee will form part of an operating fund we will use to assist you in maintaining the Premises and will go towards the payment of rates and utilities. You must be considerate of the energy consumption costs of the building, only using heating where absolutely necessary and turning all electrical equipment and lights off when not in use.

You will not be allowed access to the Property until you have signed and returned a copy of this Participation Agreement, acknowledging your acceptance of the terms and paid your required deposit.

Again, congratulations on your Project Proposal being accepted! We look forward to working with you into the future. For all enquiries, please contact [insert contact].

Yours faithfully

The Meanwhile Foundation

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Impact Needs/Requirement Assessment Completion Form

Department: Regeneration and Major Projects	Person Responsible: Alex Hearn
Service Area: New Initiatives	Timescale for Equality Impact Assessment :
Date: 1 st August 2012	Completion date: 1st August 2012
Name of service/policy/procedure/project etc: Meanwhile Foundation	Is the service/policy/procedure/project etc: New <input checked="" type="checkbox"/> Old <input type="checkbox"/>
Predictive <input checked="" type="checkbox"/> Retrospective <input checked="" type="checkbox"/>	Adverse impact Not found <input checked="" type="checkbox"/> Found <input type="checkbox"/> Service/policy/procedure/project etc, amended to stop or reduce adverse impact Yes <input type="checkbox"/> No <input type="checkbox"/>
Is there likely to be a differential impact on any group? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Please state below:
1. Grounds of race: Ethnicity, nationality or national origin e.g. people of different ethnic backgrounds including Gypsies and Travellers and Refugees/ Asylum Seekers Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2. Grounds of gender: Sex, marital status, transgendered people and people with caring responsibilities Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Grounds of disability: Physical or sensory impairment, mental disability or learning disability Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	4. Grounds of faith or belief: Religion/faith including people who do not have a religion Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Grounds of sexual orientation: Lesbian, Gay and bisexual Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	6. Grounds of age: Older people, children and young People Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Consultation conducted Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Person responsible for arranging the review: Alex Hearn	Person responsible for publishing results of Equality Impact Assessment: Alex Hearn
Person responsible for monitoring: Alex Hearn	Date results due to be published and where: TBC
Signed: Alex Hearn	Date: 1 st August 2012

Impact Needs/Requirement Assessment Completion Form

Please note that you must complete this form if you are undertaking a formal Impact Needs/Requirement Assessment. You may also wish to use this form for guidance to undertake an initial assessment, please indicate.

1. What is the service/policy/procedure/project etc to be assessed?

The project is the setting up of a charitable organisation known as the Meanwhile Foundation. This will be a nationwide organisation but Brent Council is a founding partner alongside Locality.

2. Briefly describe the aim of the service/policy etc? What needs or duties is it designed to meet? How does it differ from any existing services/ policies etc in this area

The Foundation will the proper governance of existing and future temporary use projects so that the regenerative benefits derived from them can be maximised for local people. The Foundation will be able to take and grant tenancy agreements for meanwhile projects within empty premises or on empty land so that the council can enable projects without taking property related risks. In addition, its charitable status can benefit projects by applying for business rates relief and therefore maximising the economic impact of projects. The Foundation will also be allowed to apply for pots of regeneration funding not available to the council.

This is new ground for the council. It will enable it to take advantage of empty properties to deliver or facilitate the delivery of projects that can deliver positive outcomes for Brent residents.

3. Are the aims consistent with the council's Comprehensive Equality Policy?

The council's Equality and Diversity Policy statement makes reference to the importance of ensuring that the services that we provide meet the needs of the community. The policy seeks to ensure that everyone has equal access to services, regardless of their race, heritage, gender, religious or non religious belief, nationality, family background, age, disability or sexuality. Services must be relevant, responsive and sensitive, and the council must be perceived as equitable in its provision of services by its service users, partners and the wider community.

The Meanwhile Foundation will enable projects to happen that can deliver regeneration based benefits through delivering improved opportunities for employment or enterprise, as well as education, health and quality of life outcomes and by reducing levels of deprivation and focusing resources on those most in need.

4. Is there any evidence to suggest that this could affect some groups of people? Is there an adverse impact around race/gender/disability/faith/sexual orientation/health etc? What are the reasons for this adverse impact?

There is no evidence that projects making use of the Meanwhile Foundation would adversely impact on certain groups of people, and on the contrary would provide a number of benefits to new and existing residents. Meanwhile Projects in Brent (South Kilburn Studios; Willesden Windows and Wembley Coming Soon Club) have been available to and indeed have involved a broad cross section of the Brent population.

As the projects have a tendency to support economic development, many participants are unemployed or seeking training to support them getting back into work. The prevalence of young people out of work or not in some form of training means that many of the participants are under 40 years of age.

The projects tend to happen within existing premises so it is foreseeable that there may be occasions where particular premises present accessibility challenges that may exclude people who use wheelchairs. All projects to date however have been on the ground floor of premises with means of entry, including ramps and wide doors.

5. Please describe the evidence you have used to make your judgement. What existing data for example (qualitative or quantitative) have you used to form your judgement? Please supply us with the evidence you used to make you judgement separately (by race, gender and disability etc).

The projects to date have not compiled robust monitoring evidence in respect of race/gender/disability/faith/sexual orientation/health/age. However the nature of the projects are that they are bottom up and often located within the priority neighbourhoods. This means that people involvement in them is not only voluntary but often very reflective of the local area in which they operate.

Impact Needs/Requirement Assessment Completion Form

6. Are there any unmet needs/requirements that can be identified that affect specific groups? (Please refer to provisions of the Disability Discrimination Act and the regulations on sexual orientation and faith, Age regulations/legislation if applicable)

One of the aims of the Foundation is to deliver projects to meet unmet needs or requirements. By its nature, it is particularly concerns to involve "hard to reach groups".

7. Have you consulted externally as part of your assessment? Who have you consulted with? What methods did you use? What have you done with the results i.e. how do you intend to use the information gathered as part of the consultation?

There has been consultation on temporary uses and the potential benefits of the Meanwhile Foundation through membership of the projects in South Kilburn, Wembley and Willesden Green. This has been through discussion forums, one to ones and electronic forms. Members of the projects are Brent residents. The projects are generally evaluated after a period of time and results of the evaluation are produced in a report of some kind – the data is not in a form for monitoring equalities, but more interested in what people want to do with space.

8. Have you published the results of the consultation, if so where?

In Wembley, data has been reported in a Meanwhile Handbook.

9. Is there a public concern (in the media etc) that this function or policy is being operated in a discriminatory manner?

No.

10. If in your judgement, the proposed service/policy etc does have an adverse impact, can that impact be justified? You need to think about whether the proposed service/policy etc will have a positive or negative effect on the promotion of equality of opportunity, if it will help eliminate discrimination in any way, or encourage or hinder community relations.

n/a

11. If the impact cannot be justified, how do you intend to deal with it?

n/a

12. What can be done to improve access to/take up of services?

n/a

13. What is the justification for taking these measures?

n/a

14. Please provide us with separate evidence of how you intend to monitor in the future. Please give the name of the person who will be responsible for this on the front page.

It is anticipated that future membership of participants in projects is accompanied with monitoring. An evaluation report will have a specific function on the projects role in delivering outcomes in accordance with the council's equalities policy.

15. What are your recommendations based on the conclusions and comments of this assessment?

Conclusions are that the projects are broadly reflective of the Brent population and local community in which they operate, which is generally within priority neighbourhoods. It is recommended that more robust monitoring is taken place for future membership of projects to ensure that this continues to be the case and to explore avenues for further involvement for particular groups if they are under-represented.

Impact Needs/Requirement Assessment Completion Form

Should you:

1. Take any immediate action?
2. Develop equality objectives and targets based on the conclusions?
3. Carry out further research?

16. If equality objectives and targets need to be developed, please list them here.

17. What will your resource allocation for action comprise of?

If you need more space for any of your answers please continue on a separate sheet

Signed by the manager undertaking the assessment:

Full name (in capitals please): ALEX HEARN


Date: 1/08/2012

Service Area and position in the council: Regeneration Officer, Regeneration and Major Projects

Details of others involved in the assessment - auditing team/peer review:

Once you have completed this form, please take a copy and send it to: **The Corporate Diversity Team, Room 5 Brent Town Hall, Forty Lane, Wembley, Middlesex HA9 9HD**

An online version of this form is available on the Corporate Diversity Team website.

 <p>The logo of Brent Council, featuring a central coat of arms with a shield, a crown, and two lions, surrounded by the words 'BRENT COUNCIL' in a circular arrangement.</p>	<p>Executive 20 August 2012</p> <p>Report from the Director of Regeneration and Major Projects</p>
<p>Ward Affected: ALL</p>	
<p>Authority to award a contract for the provision of Facilities Management Services in regard to the Council's Property Portfolio</p>	

Appendix C to this report is not for publication

1.0 SUMMARY

- 1.1 This report relates to the provision of Facilities Management ("FM") Services to cover the council's entire property portfolio including the Civic Centre, the retained portfolio and the interim portfolio (those properties held for the period prior to the date of occupation to the Civic Centre)
- 1.2 This report also details the impact upon the council's existing employees delivering FM services and on contracted staff. It outlines the council's approach to TUPE and, in particular, specifies any voluntary redundancy proposals for the council's directly employed staff.
- 1.3 This report also sets out the principle of establishing a small client side FM Team to provide contract management and a retained in house FM expertise to ensure any contract is discharged satisfactorily.

2.0 RECOMMENDATIONS

- 2.1 That Members award a contract for Facilities Management Services to Europa Facilities Services Ltd to commence on 1st November 2012 and to expire on 30th June 2018 with provision for the council to extend the contract for two further one year periods.
- 2.2 That Members approve the approach outlined within this report for the treatment of existing council employees delivering FM services affected by this Contract.
- 2.3 That Members note officers' intention to establish an FM Client side team to provide effective contract management.

3.0 DETAIL/BACKGROUND

- 3.1 The council has for a number of years, embarked on a strategy to reduce the size of the operational portfolio whilst in parallel seeking to bring a physical reality to its One Council policy through consolidating services together in one main building. This has resulted in a series of disposals and termination of leases which has led to a more efficient use of space. It will culminate in July 2013 with the construction of the Civic Centre and the co-location of the vast majority of council Services.
- 3.2 Throughout this period the FM Service has re-shaped and adjusted to mirror the changes in the portfolio. This has seen a gradual reduction in staff numbers and changes in service delivery whilst maintaining standards and introducing improvements such as increased environmental awareness and financial efficiencies.
- 3.3 However, the advent of the Civic Centre will be the catalyst for significant change within the organisation and also to the way the FM Service will need to be delivered in the future. This building will provide services to approximately 2,500 staff and in excess of an anticipated 600,000 residents and visitors (excluding library users). It will be the council's show piece and therefore the FM Service will need to dramatically change to ensure it is capable of managing such a large complex and multi-functional space.
- 3.4 For example, the FM Service will be expected to provide both hard and soft FM services within the Civic Centre. It is anticipated the building will achieve a BREEAM 'outstanding' certification which will need to be maintained in use. It will provide catering facilities to staff and general public as well as to functions. It will effectively operate 24/7. Furthermore, the FM Service will now be expected to cover all council property both retained and interim estate (excluding residential premises), and subject to terms, be available to be drawn upon by partner organisations such as schools.
- 3.5 Thus the Civic Centre will require FM expertise beyond the current in-house offer and the FM service in the Civic Centre will be expected to be first point of contact for visitors and residents with a particular emphasis on customer care. Coupled with significant change in the retained portfolio, both in terms of the reduction in the number of main office buildings and the more corporate approach to FM, it was considered appropriate to test whether a total facilities management ("TFM") solution was the best way forward for the council. At the same time the council has been examining all support services to seek to identify efficiencies. Therefore the procurement of a TFM solution was also undertaken to examine best value.
- 3.6 Taking all of these factors into account it was judged this was the optimum time to embark upon a procurement exercise which, if successful, would introduce a TFM solution in time for the opening of the Civic Centre in 2013.

- 3.7 Assuming Members approve the recommendations contained within this report officers will need to act immediately to ensure the selected FM provider has sufficient time to mobilise in accordance with the Civic Centre timescale. The key dates and milestones to be achieved over the next twelve months are set out below:

1 st November	Proposed start date of FM Contract
October - December	Witnessing & Commissioning of Hard FM
21 st December	Practical Completion/Handover of Civic
January – March 2013	Installation of FFE
1 st April – 30 th June	Staff mobilisation, familiarisation. Building will be open to the public for Council Services and hire of facilities
1 st July	Full FM Service Delivery

4.0 PROCUREMENT PROCESS

- 4.1 Having regard to the need to have a settled solution in place to match the time scale toward the opening of the Civic Centre coupled with officer research into possible procurement routes, it was decided that the most straightforward procurement route was via a pre-existing framework agreement. This was also considered to be quicker and less costly in terms of officer time. Procurement officers recommended the Office for Government Commerce (OGC) Buying Solutions Facilities Management Services Framework RM708 (the “Framework”).
- 4.2 The contractors listed in the Framework have been assessed and pre-qualified by the OGC through a rigorous tendering and evaluation process. This provides a level of assurance that each contractor on the Framework can provide a TFM solution at a competitive level and in full compliance with relevant EU regulations. The full schedule of contractors is listed in Appendix A The Framework also requires the use of a standard contract, namely the NEC3 Term Service Contract.
- 4.3 Following confirmation from the Director of Legal and Procurement that participation in Facilities Management Services Framework RM708 was legally permissible, the council’s procurement unit published an invitation to all eight framework contractors to participate in a formal mini-competition process under the Framework. This invitation contained information pertinent to the contract to ensure the contractors were aware and capable of fulfilling any contract if selected. Simultaneously an evaluation panel was established comprising scoring members (AD Property and Asset Management, AD Civic Centre, Programme Manager Move to Civic Centre, Project Manager (P&AM) (subsequently withdrawn due to ill health) and extended technical support via Mott McDonald. In addition the panel drew on the expertise and advice of non-scoring officers namely, AD Customer Care, and officers from Procurement, Legal and Pensions. Finance Officers assisted with the scoring of financial submissions.
- 4.4 The Framework provides that evaluation is on the basis of the most economically advantageous bid, with high level evaluation criteria set by OGC, namely quality and price. These criteria were weighted by the council on a straight 50/50 split between quality and price. Within these high level criteria the council established sub-criteria which assisted both the contractors and the evaluation panel in

establishing the core issues in order to ensure a successful tender evaluation and award of contract. The establishment of sub-criteria was permitted by the Framework. The evaluation criteria and sub-criteria and scoring methodology are detailed in Appendix B.

- 4.5 The council provided contractors with a detailed further competition brief and FM specifications as well as an indicative budget. This made it clear that the council required an FM Service consisting of hard and soft FM services for the Civic Centre (and a limited number of other properties such as the future Willesden Green Library development) and a soft FM service in relation to other interim and retained council properties. Subsequent to the council providing the contractors with this further documentation, four of the contractors immediately withdrew from the mini-competition process. Upon querying their withdrawal, reasons ranged from an inability to properly resource the bid by the contractors through to a lack of interest due to the comparatively small value of the contract.
- 4.6 During the clarification period a further two contractors withdrew. The council had set strict criteria relating to pension protection for council staff which the contractors were unwilling to meet. As the council was unwilling to amend these terms the contractors withdrew.
- 4.7 The two remaining contractors detailed in Appendix C submitted detailed bids which were subject to rigorous examination by the council's evaluation panel. The contractors provided full method statements in response to the council's further competition brief and FM specifications. The contractors also submitted pricing schedules detailing costs for the principal term of the contract (excluding properties currently in a development phase) together with hourly rates for certain optional items. Contractors were also asked to provide details of efficiency savings over the contract term and details of profit share arrangements with regard to certain catering services. In addition there were a series of clarification meetings which culminated in a non-scoring presentation by both contractors when they provided an overview of their bids. These presentations were used by the evaluation panel to clarify information submitted in the bids.
- 4.8 Whilst neither bid was fully compliant with the council's instructions, both bids were considered to be strong and capable of fulfilling the proposed contract. However as shown in the scoring table at Appendix D, Bidder A scored more highly than Bidder B in relation to both quality criteria and price. It should also be mentioned that the pension proposals in relation to existing council employees put forward by Bidder B was outside the boundaries of the policy agreed by the General Purposes Committee.
- 4.9 Therefore this report recommends the award of contract to Bidder A, namely Europa Services FM Ltd as providing the most economically advantageous bid.

5.0 FINANCIAL IMPLICATIONS

- 5.1 The Council's Contract Standing Orders state that contracts for supplies and services exceeding £500k or works exceeding £1 million shall be referred to the Executive for approval of the award of the contract.

- 5.2 The estimated value of this contract for FM Services is shown in confidential Appendix D. This also details the current total cost of FM provision compared to the two evaluated bids.
- 5.3 In addition to the guaranteed costs for the interim and initial full year contract, the preferred contractor has also confirmed to work with the council to identify year on year efficiencies throughout the life of the contract. Consequently the council is able to establish a small client side FM team within the overall financial envelope. This client side FM team will be responsible for monitoring and checking the contract against pre-established performance indicators. The client side FM team will not undertake any direct FM duties as this will be the sole responsibility of the preferred contractor.
- 5.4 As the council will require the selected contractor to become responsible for the entire portfolio as from 1st November 2012, there will be additional costs arising from managing parallel portfolios. These costs have been anticipated and are included in the confidential Appendix D. As can be seen the proposed contract offers value for money and should, over the life of the contract, be financially positive for the council

6.0 STAFFING IMPLICATIONS

- 6.1 Officers identified all staff involved in providing FM duties either as part of the Property & Asset Management unit or by a small number of directly managed directorate premises. A total of 34 council employed staff were identified as potentially liable to transfer to a contractor pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE").
- 6.2 Council employed staff transferring to a contractor pursuant to TUPE would do so on their current terms and conditions of employment. Additionally, as part of the procurement process, the Council has sought to protect the pensions of council staff transferring to a contractor, requiring contractors to confirm they would either provide such staff with continued access to the Local Government Pension Scheme ("LGPS"), provide pension arrangements that are broadly comparable to the LGPS or in exceptional circumstances pay appropriate compensation to disadvantaged staff. Both contractors submitting tenders did so on the basis that they would apply for admitted body status thus allowing staff continued access to the LGPS.
- 6.3 A number of FM services such as cleaning and security are already provided by external contractors. Following analysis of the existing contracts a further 110 non council personnel were identified as also possibly being liable to transfer to a contractor pursuant to TUPE provisions.
- 6.4 Whilst the number of council staff directly affected by the proposed contract is relatively low, as part of the procurement process Officers have sought assurances from the contractors such that any staff currently employed by the Council that are liable to TUPE transfer to the selected contractor will be stationed within one of the buildings within the retained portfolio or the Civic Centre and not the buildings within the interim portfolio. The interim portfolio contains those buildings which in the

short to medium term the council has identified as being surplus to requirement.

- 6.5 The potential outsourcing has proved to be particularly contentious to the GMB and there have been protracted discussions to offer the GMB reassurances about the process relating to TUPE transfers. Essentially the GMB has sought clarity of how any potential contractor will manage FM arrangements for existing buildings as well as the new building without disadvantaging council staff. Potential contractors have confirmed that any new appointments to ensure dual running of buildings will be done on a temporary basis to ensure that opportunities remain for staff currently employed by the Council to work in the new Civic Centre when the interim buildings are closed.
- 6.6 Secondly the GMB has asked that the council considers offering the affected staff the opportunity to request voluntary redundancy prior to the transfer. This has been discussed with potential contractors who are happy to accept this approach.
- 6.7 A reduction in staff transferring will be reflected in the potential provider costings of the contract which is to the council's advantage but offering the opportunity for voluntary redundancy requests does bear a cost to the council.
- 6.8 Officers recommended that applications for voluntary redundancy are considered in stages, bearing in mind closure of the council's offices. This is to enable normal service provision during the transition period. This has been raised as a possibility with the GMB and is believed to be acceptable to the GMB. Officers also understand that some staff in FM are interested in exploring this option. Legal advice has been sought and this voluntary redundancy arrangement can be built into the contract. If the council decides not to offer a voluntary redundancy programme it is likely that trade unions relations will become strained and they will ballot for strike action amongst other things. It is therefore recommended that a voluntary redundancy programme is offered. Advice from the council's Head of HR has been sought on these matters.
- 6.9 Therefore the council intends to work with the selected contractor to ensure Brent staff have the best possible opportunity to determine their future.
- 6.10 The proposed FM client side team will be set up as soon as possible. However the council will need to appoint a Contract Manager immediately in order to assist in contract discussions with the preferred provider and to assist in setting up the small client side team.

7.0 LEGAL IMPLICATIONS

- 7.1 The estimated value of the FM Services contract over its lifetime is higher than the EU threshold for tendering of services contracts and is therefore governed by the Public Contracts Regulations 2006 (the "EU Regulations"). The FM Services contract is also governed by the council's own Contract Standing Orders in respect of High Value contracts and Financial Regulations.
- 7.2 The contract being recommended for award is being procured under a framework agreement set up by the Office of Government Commerce (now the Government Procurement Service). A contract of this value would otherwise have been subject

to the full tendering requirements of the EU Regulations. Use of a framework agreement that has itself been tendered in accordance with the EU Regulations means that contracts procured under the framework agreement do not need to be procured through a full EU tender process.

- 7.3 The council's Contract Standing Orders state that no formal tendering procedures apply where contracts are called off under framework agreement established by another contracting authority, where a call-off under the framework agreement is recommended by the relevant Chief Officer. However this is subject to the Director of Legal and Procurement confirming that participation in the framework is legally permissible. Use of the Framework was recommended by the relevant Chief Officer and as detailed at paragraph 4.3, the Director of Legal and Procurement did confirm that participation in the framework was legally permissible prior to commencing the procurement process.
- 7.4 As the contract proposed for award is a High Value Contract under Contract Standing Orders Executive approval is required for award.
- 7.5 As the procurement process is a mini-competition under a framework agreement tendered in accordance with the EU Regulations, the EU Regulations relating to the observation of a mandatory minimum 10 calendar day standstill period before the contract can be awarded, do not apply.
- 7.6 Legal Implications concerning staffing are included in Section 6, Staffing Implications.

8.0 DIVERSITY IMPLICATIONS

- 8.1 The proposed contract will impact on staff currently providing FM services and the way those FM services are provided. A full equalities impact assessment has therefore been undertaken and Members are referred to Appendix E for full details.
- 8.2 Our equalities analysis shows that there is no evidence of direct or indirect discrimination in this decision, The impact on Brent's staff diversity should however be considered even though the numbers are not significant and the impact small.

Set out below is a Preliminary Equality Analysis:

- 81% of affected staff define themselves as Black or Minority Ethnic, which is considerably higher than the council wide average of 61.6%. We are currently exceeding our council target of 53%. This means that 1.7% of Brent councils BME staff will be disadvantaged by this decision while only 0.5% of Brent's non-BME staff will be disadvantaged.
- 33% of affected staff are women which is considerably lower than the council wide average of 65.6%. We are currently exceeding our council target of 60%. This means that 2.5% of Brent's male staff will be affected by this decision and only 0.6% of Brent's female staff will be affected.

- The 34 members of staff affected have an average age of 45.9, slightly higher than the current average age across the Council of 44.17 (Council Target 42)
- Only one of the members of staff affected has declared a disability and data on other protected characteristics is low both for this group and across the council

8.3 Section 149 of the Equality Act 2010 provides that a public authority must, in the exercise of its functions, have due regard to the need to eliminate discrimination, advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it, and foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

8.4 Those functions include the functions as an employer. Decisions to as to how operations are managed, including a decision as to whether to outsource the arrangements for Facilities Management, are subject to the equalities duty. Consequently the completed Equality Analysis is attached as Appendix E for Member consideration. This analysis shows that older, male BME are most affected by this proposal. However, as stated in the EIA this adverse impact will be mitigated by the fact that TUPE protection will apply to all those staff who do transfer to the provider. In addition the equality legislation applies to all employers including those in the private sector and therefore staff so transferred will continue to be protected by this legislation.

8.5 Insofar as any adverse impact cannot be mitigated it is justified on the basis that the business needs of the Council cannot be met by the current arrangements which is based around provision of FM across a large number of buildings with a consequent structure which would require considerable change to ensure it was fit for purpose for the opening of the Civic Centre. As a result additional FM expertise and experience of managing a large complex building is required. Furthermore, an analysis of the financial bids has proven that an externalisation of this FM Service will deliver financial benefits to the Council

9.0 BACKGROUND PAPERS

Tender documents

Contact Officers

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Andy Donald

Director of Regeneration and Major Projects

Appendix A

Contractors listed on the OGC Buying Solutions Facilities Management Framework RM708

1. Carillion Services Limited T/A Carillion Facilities Management
2. EC Harris Solutions Ltd
3. Europa Facilities Services Limited
4. Interserve (Facilities Management) Ltd
5. ISS Facility Services Ltd
6. MITIE Facilities Services Ltd
7. Norland Managed Services Ltd
8. Skanska Rashleigh Weatherfoil Limited

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Appendix B

Evaluation Criteria, Sub-criteria and Scoring Methodology

The tender was evaluated based on a weighting of 50% Quality and 50% Price to identify the most economically advantageous tender.

Evaluation of Quality Criteria

1. Technical responses were evaluated using the quality evaluation methodology and evaluation criteria identified below.
2. Quality scores for each sub-criteria listed in section 1 and 2 in Table 2 were scored using the range of 0 – 4 using the scoring criteria identified in the scoring matrix in Table 1 below
3. Bidders were required to reach a minimum score of 2 (satisfactory) in each sub criteria. Bidders scoring less than 2 in any area were excluded from the competition
4. Scoring was undertaken independently by each member of the evaluation panel and where necessary a consensus score was then agreed at a moderation meeting.

Scoring Matrix (Table 1)

SCORE	ASSESSMENT
0	Unacceptable (fails to meet required standard)
	Response supplied fails to grasp/reflect core issues and requirements
1	Poor (Fails to meet the required standard)
	Response supplied reflects a very limited understanding of core issues and requirements with significant concerns
2	Satisfactory
	Response supplied reflects understanding of core issues and requirements with minimum concerns
3	Good
	Response supplied reflects good understanding of core issues and requirements with additional added value and no concerns
4	Excellent
	Response supplied reflects an excellent understanding of core issues and requirements with significant added value

Quality Evaluation Methodology:

The quality score for each sub-criteria was calculated as follows:

(Points scored / Total points available) x 100

This score was then multiplied by the % weighting to calculate the % weighted score. The aggregate sum of these scores represents the total quality score out of 50.

Quality Evaluation Criteria and Sub-Criteria with weightings to be applied (Table 2):

SECTION 1 CONTRACT MANAGEMENT (TOTAL 22% WEIGHTING)	WEIGHTING
Method Statement for Part 1:Contract Management	8%
Mobilisation of Services and Decommissioning of Services	2%
Continuous Improvement	5%
Environmental and Sustainability	1%
Off- site support	1%
Procedures for Communication and reporting standards	2%
Human Resources and Continuous Professional Development	1%
Risk	2%
SUB TOTAL	22%
SECTION 2 ABILITY TO MEET THE COUNCIL'S REQUIREMENTS – Method Statements for each of the following Parts (2-12) TOTAL 28%	
Part 2 Building & Asset Maintenance	5%
Part 3:Cleaning,waste removal and recycling	2%
Part 4: Security	3%
Part 5: Portering	2%
Part 6: Landscaping	2%
Part 7: Pest Control	2%
Part 8: Energy and Utilities	2%
Part 9: Helpdesk	3%
Part 10: Catering	2%
Part 11: Vehicle and Cycle parking	2%
Part 12: Function Management	3%
SUB TOTAL	28%
TOTAL QUALITY	50%

Evaluation of Price - Scoring Methodology

The scoring of Price was based on the percentage deviation from the mean evaluation model. This scoring methodology uses the average as a mean, with price allocated 50% of the total points available.

Bidders were asked to ensure that annual efficiency savings were applied across the annual costs to arrive at a Net Annual Contract Value for Years 2 to 5. All prices were then included in the total price.

The price evaluation for the fixed lump sum was calculated over the initial 5-year contract term. The price score was calculated without taking into account the possible pensions risk share option and without prices for the Library café and for new buildings such as Willesden Green Library Development.

Detailed Price Scoring Methodology

mean price minus bid price =x

x divided by the mean price=y

y multiplied by 100 = z(percentage difference)

z + 50 = Raw Score

Raw score multiplied by weighting (50%) = Weighted Score

An example scoring using this methodology:

	Price	Raw "Percentage" score	£ difference (x)	y (x ÷ Mean Price)	% difference = z (y x100)	Weighted Score
Supplier A	£3,250,000	46.00	-£125,000	-0.04	-4.00	23.00
Supplier B	£3,200,000	47.60	-£75,000	-0.02	-2.40	23.80
Supplier C	£3,100,000	50.80	£25,000	0.01	0.80	25.40
Supplier D	£2,950,000	55.60	£175,000	0.06	5.60	27.80
Mean Price	£3,125,000					

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Appendix D

Final Quality and Price Scores

Final Scores for Technical (Quality) Evaluation (total 50% of overall evaluation)

SECTION 1 CONTRACT MANAGEMENT (TOTAL 22%)	Weighting	Consensus score Bidder A	Weighted Score Bidder A	Consensus score Bidder B	Weighted score Bidder B
Method Statement for Part 1:Contract Management	8%	3	6	2	4
Mobilisation of Services and Decommissioning of Services	2%	3	1.5	3	1.5
Continuous Improvement	5%	3	3.75	2	2.5
Environmental and Sustainability	1%	2	0.5	3	0.75
Off- site support	1%	2	0.5	2	0.5
Procedures for Communication and reporting standards	2%	3	1.5	2	1
Human Resources and Continuous Professional Development	1%	3	0.75	2	0.5
Risk	2%	4	2	2	1
SUB TOTAL	22%		16.5		11.75
SECTION 2 ABILITY TO MEET THE COUNCIL'S REQUIREMENTS – Method Statements for each of the following Parts (2-12) TOTAL 28%					
Part 2 Building & Asset Maintenance	5%	3	3.75	2	2.5
Part 3:Cleaning,waste removal and recycling	2%	2	1	3	1.5
Part 4: Security	3%	3	2.25	2	1.5
Part 5: Portering	2%	3	1.5	2	1

Part 6: Landscaping	<u>2%</u>	<u>2</u>	<u>1</u>	<u>2</u>	<u>1</u>
Part 7: Pest Control	<u>2%</u>	<u>2</u>	<u>1</u>	<u>2</u>	<u>1</u>
Part 8: Energy and Utilities	<u>2%</u>	<u>3</u>	<u>1.5</u>	<u>3</u>	<u>1.5</u>
Part 9: Helpdesk	<u>3%</u>	<u>3</u>	<u>2.25</u>	<u>2</u>	<u>1.5</u>
Part 10: Catering	<u>2%</u>	<u>4</u>	<u>2</u>	<u>2</u>	<u>1</u>
Part 11: Vehicle and Cycle parking	<u>2%</u>	<u>2</u>	<u>1</u>	<u>2</u>	<u>1</u>
Part 12: Function Management	<u>3%</u>	<u>2</u>	<u>1.5</u>	<u>2</u>	<u>1.5</u>
SUB TOTAL	<u>28%</u>		<u>18.75</u>		<u>15</u>
TOTAL QUALITY			<u>35.25</u>		<u>26.75</u>

The Final Price Scores were as follows:

	Price	Raw "Percentage" score	£ difference (x)	y (x ÷ Mean Price)	% difference = z (y x100)	Weighted Score
BIDDER A	£15,401,929	50.41	£63,543	.0041	0.41	25.21
BIDDER B	£15,529,015	49.59	-£63,543	-.0041	-0.41	24.79
Mean Price	£15,465,472					

Final Consolidated Scores for Price and Quality were therefore as follows:

BIDDER	QUALITY SCORE	PRICE SCORE	TOTAL SCORE
BIDDER A	35.25	25.21	60.46
BIDDER B	26.75	24.79	51.54

Appendix E - Impact Needs/Requirement Assessment Completion Form

Department: Regeneration & Major Projects	Person Responsible: Richard Barrett
Service Area: Property & Asset Management	Timescale for Equality Impact Assessment :
Date: 20.07.2012	Completion date:
Name of service/policy/procedure/project etc: Facilities Management (FM) Service Procurement	Is the service/policy/procedure/project etc: New <input checked="" type="checkbox"/> Old <input type="checkbox"/>
Predictive <input checked="" type="checkbox"/> Retrospective <input type="checkbox"/>	Adverse impact <input type="checkbox"/> Not found <input checked="" type="checkbox"/> Found <input type="checkbox"/> Service/policy/procedure/project etc, amended to stop or reduce adverse impact Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is there likely to be a differential impact on any group? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Please state below:
1. Grounds of race: Ethnicity, nationality or national origin e.g. people of different ethnic backgrounds including Gypsies and Travellers and Refugees/ Asylum Seekers Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	2. Grounds of gender: Sex, marital status, transgendered people and people with caring responsibilities Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
3. Grounds of disability: Physical or sensory impairment, mental disability or learning disability Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	4. Grounds of faith or belief: Religion/faith including people who do not have a religion Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5. Grounds of sexual orientation: Lesbian, Gay and bisexual Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	6. Grounds of age: Older people, children and young People Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Consultation conducted Yes <input type="checkbox"/> Informal briefing sessions held with staff likely to be affected <input type="checkbox"/>	
Person responsible for arranging the review: Richard Barrett	Person responsible for publishing results of Equality Impact Assessment: Richard Barrett
Person responsible for monitoring: Jacinta Leharne	Date results due to be published and where:
Signed:	Date: 27 July 2012

Appendix E - Impact Needs/Requirement Assessment Completion Form

Please note that you must complete this form if you are undertaking a formal Impact Needs/Requirement Assessment. You may also wish to use this form for guidance to undertake an initial assessment, please indicate.

1. What is the service/policy/procedure/project etc to be assessed?

The Council is testing the Value For Money (VFM) and seeking to change the way FM Service is delivered across the council portfolio. It has embarked on a project which could, subject to Member approval, culminate in the outsourcing of the internal FM Team.

The vast majority of the FM Service is already externalised and this further extension could affect up to 42 staff.

2. Briefly describe the aim of the service/policy etc? What needs or duties are it designed to meet? How does it differ from any existing services/ policies etc in this area

To ensure the FM Service is capable of adequately discharging its duties when the council relocates to the Civic Centre in 2013. Currently the FM Service is set up in area teams which have responsibility for a number of corporate buildings (a small number of FM staff still work directly to the Directorate on specific buildings). As the numbers of buildings are reducing a new model for delivering FM Services is required. In particular the Civic Centre will require additional FM skills as the building will contain approximately 2500 council staff and in excess of 600,000 visitors anticipated each year. The building will require a higher level of FM Service to ensure it is maintained to a high standard.

3. Are the aims consistent with the council's Comprehensive Equality Policy?

Yes, the project is consistent with Brent's Equality and Diversity Policy, in particular we have taken into account Brent's recognition that "we work in a richly diverse community and understand the strategic importance of achieving a diverse workforce, which reflects that community". as well as our undertaking "to recruit, develop and retain the most talented people by valuing the varied skills and experiences they bring to Brent Council"

Officers have attempted to identify all staff engaged in FM activity within the council and to include them within this project.

Assurances have been given that current terms and conditions will be honoured by the incoming provider and this will be contained within any contract.

Additionally the council is likely to offer an opportunity for staff to avail of voluntary redundancy on council terms.

This policy has also considered our responsibilities under Section 149 of the Equality Act 2010 which provides that a public authority must, in the exercise of its functions, have "due regard to the need to eliminate discrimination, advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it, and foster good relations between persons who share a relevant protected characteristic and persons who do not share it".

4. Is there any evidence to suggest that this could affect some groups of people? Is there an adverse impact around race/gender/disability/faith/sexual orientation/health etc? What are the reasons for this adverse impact?

By the nature of the current workforce over 67% of the staff affected are male and the majority are from ethnic minority. However the entire FM Service has been included and therefore it is not considered that this is adversely unfair to anyone particular group.

- 81% of affected staff define themselves as Black or Minority Ethnic, which is considerably higher than the council wide average of 61.6%. We are currently exceeding our council target of 53%. This means that 1.7% of Brent councils BME staff will be disadvantaged by this decision while only 0.5% of Brent's non-BME staff will be disadvantaged.

- 33% of affected staff are women which is considerably lower than the council wide

Appendix E - Impact Needs/Requirement Assessment Completion Form

average of 65.6%. We are currently exceeding our council target of 60%. This means that 2.5% of Brent's male staff will be affected by this decision and only 0.6% of Brent's female staff will be affected.

- The 34 members of staff affected have an average age of 45.9, slightly higher than the current average age across the Council of 44.17 (Council Target 42)
- Only one of the members of staff affected has declared a disability and data on other protected characteristics is low both for this group and across the council

5. Please describe the evidence you have used to make your judgement. What existing data for example (qualitative or quantitative) have you used to form your judgement? Please supply us with the evidence you used to make your judgement separately (by race, gender and disability etc).

HR data on staff

6. Are there any unmet needs/requirements that can be identified that affect specific groups? (Please refer to provisions of the Disability Discrimination Act and the regulations on sexual orientation and faith, Age regulations/legislation if applicable)

None identified.

7. Have you consulted externally as part of your assessment? Who have you consulted with? What methods did you use? What have you done with the results i.e. how do you intend to use the information gathered as part of the consultation?

No.

8. Have you published the results of the consultation, if so where?

N/A

9. Is there a public concern (in the media etc) that this function or policy is being operated in a discriminatory manner?

No

10. If in your judgement, the proposed service/policy etc does have an adverse impact, can that impact be justified? You need to think about whether the proposed service/policy etc will have a positive or negative effect on the promotion of equality of opportunity, if it will help eliminate discrimination in any way, or encourage or hinder community relations.

There is an adverse impact in particular in the male, BME older grouping and also within BME generally. See Paragraph 4 above for specific breakdown. However the proposal to transfer staff across to an external provider has been neutrally applied to all identified FM staff. It also affects less than 2% of the overall Council workforce and therefore the percentages stated above are disproportionate to the entire Council workforce. The potential adverse impact is considered justifiable on the basis that the quality of service is anticipated to improve which will in turn improve the way Council services are provided to the wider community within Council premises. Furthermore the transfer of FM staff to a professional national specialist organisation will enhance career opportunities for FM staff

who otherwise would be subject to an internal reorganisation to reflect the changing nature and size of the Council portfolio. Finally it is considered the impact is justifiable on the grounds that the proposed new contract will have a positive financial impact on the current overall FM budget.

Our equalities analysis shows that there is no evidence of direct or indirect discrimination in this decision, The impact on Brent's staff diversity should however be considered even though the numbers are not significant and the impact small.

11. If the impact cannot be justified, how do you intend to deal with it?

Appendix E - Impact Needs/Requirement Assessment Completion Form

n/a

12. What can be done to improve access to/take up of services?

n/a

13. What is the justification for taking these measures?

There is both a quality improvement and a financial improvement implicit within the aims of this project. Measures have been taken to afford staff with as much protection as possible in ensuring the terms of employment will transfer with any staff who maybe the subject of TUPE provision. The prospective future employer has agreed to work with the Council so as to minimise the impact of any job losses on the existing Council workforce and it is also proposed that Council staff will be given an opportunity to apply for voluntary redundancy subject to the exigencies of the Council.

14. Please provide us with separate evidence of how you intend to monitor in the future. Please give the name of the person who will be responsible for this on the front page.

N/A

15. What are your recommendations based on the conclusions and comments of this assessment?

Proceed to seek permission from Brent Executive to approve the project. Thereafter, to undertake formal consultation with all staff affected via HR process.

Should you:

1. Take any immediate action? N/A.
2. Develop equality objectives and targets based on the conclusions? N/A
3. Carry out further research? N/A

16. If equality objectives and targets need to be developed, please list them here.

N/A.

17. What will your resource allocation for action comprise of?

Continued involvement of the Assistant Director and the Project Manager. Support to be provided by the Council's HR Team.

If you need more space for any of your answers please continue on a separate sheet

Signed by the manager undertaking the assessment:

Full name (in capitals please): Richard Barrett

Date: 27 July 2012

Service Area and position in the council:

Assistant Director
Property & Asset Management
Regeneration & Major Projects

Details of others involved in the assessment - auditing team/peer review:

Appendix E - Impact Needs/Requirement Assessment Completion Form

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