



Cabinet

Monday 8 September 2025 at 10.00 am

Conference Hall - Brent Civic Centre, Engineers Way,
Wembley, HA9 0FJ

Please note this will be held as a physical meeting which all Cabinet members will be required to attend in person.

The meeting will be open for the press and public to attend or alternatively can be followed via the live webcast. The link to follow proceedings via the live webcast is available [HERE](#)

Membership:

Lead Member Councillors:

Portfolio

M Butt (Chair)	Leader of the Council
M Patel (Vice-Chair)	Deputy Leader and Cabinet Member for Finance & Resources
Benea	Cabinet Member for Regeneration, Planning & Property
Donnelly-Jackson	Cabinet Member for Housing
Farah	Cabinet Member for Safer Communities, Jobs and Skills
Grahl	Cabinet Member for Children, Young People & Schools
Knight	Cabinet Member for Customer Experience, Resident Support and Culture
Nerva	Cabinet Member for Adult Social Care, Public Health and Leisure
Rubin	Cabinet Member for Climate Action and Community Power
Krupa Sheth	Cabinet Member for Public Realm & Enforcement

For further information contact: James Kinsella, Governance & Scrutiny Manager, Tel: 020 8937 2063; Email: james.kinsella@brent.gov.uk

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[Council meetings and decision making | Brent Council](#)

Notes for Members - Declarations of Interest:

If a Member is aware they have a Disclosable Pecuniary Interest* in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent and must leave the room without participating in discussion of the item.

If a Member is aware they have a Personal Interest** in an item of business, they must declare its existence and nature at the start of the meeting or when it becomes apparent.

If the Personal Interest is also significant enough to affect your judgement of a public interest and either it affects a financial position or relates to a regulatory matter then after disclosing the interest to the meeting the Member must leave the room without participating in discussion of the item, except that they may first make representations, answer questions or give evidence relating to the matter, provided that the public are allowed to attend the meeting for those purposes.

***Disclosable Pecuniary Interests:**

- (a) **Employment, etc.** - Any employment, office, trade, profession or vocation carried on for profit gain.
- (b) **Sponsorship** - Any payment or other financial benefit in respect of expenses in carrying out duties as a member, or of election; including from a trade union.
- (c) **Contracts** - Any current contract for goods, services or works, between the Councillors or their partner (or a body in which one has a beneficial interest) and the council.
- (d) **Land** - Any beneficial interest in land which is within the council's area.
- (e) **Licences** - Any licence to occupy land in the council's area for a month or longer.
- (f) **Corporate tenancies** - Any tenancy between the council and a body in which the Councillor or their partner have a beneficial interest.
- (g) **Securities** - Any beneficial interest in securities of a body which has a place of business or land in the council's area, if the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body or of any one class of its issued share capital.

****Personal Interests:**

The business relates to or affects:

(a) Anybody of which you are a member or in a position of general control or management, and:

- To which you are appointed by the council;
- which exercises functions of a public nature;
- which is directed is to charitable purposes;
- whose principal purposes include the influence of public opinion or policy (including a political party of trade union).

(b) The interests of a person from whom you have received gifts or hospitality of at least £50 as a member in the municipal year;

or

A decision in relation to that business might reasonably be regarded as affecting the well-being or financial position of:

- You yourself;
- a member of your family or your friend or any person with whom you have a close association or any person or body who is the subject of a registrable personal interest.

Agenda

Introductions, if appropriate.

Item	Page
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1	Apologies for Absence	
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2	Declarations of Interest	
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Members are invited to declare at this stage of the meeting, the nature and existence of any relevant disclosable pecuniary or personal interests in the items on this agenda and to specify the item(s) to which they relate.

3	Minutes of the Previous Meeting	1 - 14
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To approve the minutes of the previous meeting held on Monday 28 July 2025 as a correct record.

4	Matters Arising (if any)	
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To consider any matters arising from the minutes of the previous meeting.

5	Petitions (if any)	
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To receive and consider any petitions for which notice has been provided under Standing Order 66.

Members are asked to note that there are currently no petition(s) due to be presented at the meeting.

6	Reference of item considered by Scrutiny Committees (if any)	
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To consider any reports referred by either the Community Wellbeing or Resources & Public Realm Scrutiny Committees.

Resident and Housing Services reports

7	Developing a new Brent Gypsy, Roma & Traveller Strategy	15 - 38
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This report outlines the council's approach towards developing a new Brent Gypsy, Roma & Traveller Strategy along with progress made in developing specific components of the strategy, including the new Pitch Allocation Policy, search for new sites and plans to reduce pitch rent at Lynton Close as part of the council's ambitions and commitments to the Gypsy, Roma and Traveller communities.

Ward Affected:
All Wards

Lead Member: Cabinet Member for Housing
(Councillor Fleur Donnelly-Jackson)
Contact Officer: Spencer Randolph, Director
Housing Services
Tel: 020 8937 2546
Spencer.randolph@brent.gov.uk

8 Inter Authority Agreement - Brent, Barnet, Harrow Mortuary Service 39 - 100

Brent Council operates a public mortuary located within the grounds of Northwick Park Hospital as a shared service arrangement with Barnet and Harrow Councils, all of which are within the jurisdiction of the North London Coroner. This report seeks approval to continuation of the shared service and for Brent to enter a new Inter Authority Agreement (IAA) with Barnet and Harrow for the shared service arrangement.

Ward Affected:
All Wards

Lead Member: Cabinet Member for Customer Experience, Resident Support & Culture
(Councillor Promise Knight)
Contact Officer: Mandy Brammer, Head of Registration & Bereavement Services,
Superintendent Registrar / Designated Individual
Tel: 020 8937 1766
mandy.brammer@brent.gov.uk

Children, Young People & Community Development reports

9 Relocation of Islamia Primary School 101 - 124

This report provides a summary of informal and formal consultation undertaken by the Governing Board of Islamia Primary School (IPS) in relation to the school's proposed relocation to the Gwenneth Rickus site on Brentfield Road as a 2 Form Entry (2FE) school from September 2027 for which approval is now being sought.

Ward Affected:
Queens Park;
Preston &
Stonebridge

Lead Member: Cabinet Member for Children, Young People & Schools (Councillor Gwen Grahl)
Contact Officer: Shirley Parks, Director - Education Partnerships and Strategy
Tel: 020 8937 4529
Shirley.Parks@brent.gov.uk

Service Reform & Strategy reports

10 2025-26 Neighbourhood Community Infrastructure Levy (NCIL) - Projects over £100k 125 - 144

This report seeks approval for projects recommended to receive NCIL funding awards over £100k in value. The report also outlines the recommended projects that require a capital funding contribution, for which approval to the capital budget allocation is also being sought, as

well as detailing the projects under £100k which have been approved under delegated authority (in accordance with the process approved by Cabinet in June 2025).

Ward Affected:
All Wards

Lead Member: Cabinet Member for Climate Action and Community Power (Councillor Jake Rubin)

Contact Officer: Rhodri Rowlands, Director of Strategic Commissioning, Capacity Building and Engagement

Tel: 020 8937 1738

Rhodri.Rowlands@brent.gov.uk

11 Tri-Borough Leisure Contract Procurement

145 - 154

This report seeks approval for Brent to withdraw from the current Tri-Borough leisure procurement with Ealing and Harrow and commence a standalone procurement for Vale Farm Sports Centre based on a five-year agency agreement until 2031 to ensure continuity of service and strengthen local control.

Ward Affected:
All Wards

Lead Member: Cabinet Member for Adult Social Care, Public Health and Leisure (Councillor Neil Nerva)

Contact Officer: Eugene Minogue, Head of Active Wellbeing and Leisure

Tel: 07355

611719

Eugene.Minogue@brent.gov.uk

Neighbourhoods and Regeneration reports

12 Council Homes Acquisition Programme Delivery

155 - 162

The purpose of this report is to seek approval to proceed with the Council Homes Acquisition Programme (CHAP) for which a Greater London Authority (GLA) grant of up to £1.8m has been secured, including authority to complete the contracts for the acquisition of up to 15 properties by 31 March 2026 or thereafter, subject to the relevant agreements having been obtained.

Ward Affected:
All Wards

Lead Member: Cabinet Member for Regeneration, Planning & Property (Councillor Teo Benea)

Contact Officer: Tanveer Ghani, Director, Property & Assets

Tel: 020 8937 1722

Tanveer.Ghani@brent.gov.uk

This report outlines a request for additional budget to support the review of the Brent Local Plan and seeks approval for the necessary delegations to address the stages prior to submission of development plans for examination.

Ward Affected:

All Wards except parts of Alperton, Harlesden and Kensal Green, Stonebridge and Tokyngton, where OPDC is the Local Planning Authority

Lead Member: Cabinet Member for Regeneration, Planning & Property (Councillor Teo Benea)

Contact Officer: Paul Lewin, Spatial & Transportation Planning Manager

Tel: 020 8937 6710

paul.lewin@brent.gov.uk

Finance & Resources reports

14 Complaints Annual Report 2024 - 2025

173 - 316

This report presents the annual update on complaints performance at Brent Council for the period 1 April 2024 to 31 March 2025, including a focus on the nature of complaints and the learning they provide to inform Brent's future approach to service improvement.

Ward Affected:

All Wards

Lead Member: Deputy Leader and Cabinet Member for Finance & Resources (Councillor Mili Patel)

Contact Officer: Amira Nassr, Deputy Director Democratic and Corporate Governance

Tel: 0208 937 5436

amira.nassr@brent.gov.uk

15 Treasury Management Outturn Report 2024-25

317 - 350

This report sets out the outturn for the Council's Treasury Management Activities for 2024/25.

Ward Affected:

All Wards

Lead Member: Deputy Leader and Cabinet Member for Finance & Resources (Councillor Mili Patel)

Contact Officer: Oliver Simms, Head of Finance (Capital, Treasury and Commercial)

Tel: 020 8937 1679

Oliver.Simms@brent.gov.uk

16 Exclusion of Press and Public

The following items are not for publication as they relate to the category of exempt information set out below as specified under Part 1, Schedule 12A of the Local Government Act 1972:

Agenda Item 12: Council Homes Acquisition Programme Delivery – Appendix 1 (Property Acquisition Price Caps)

This appendix exempt has been classified as exempt under Paragraph 3 of Part 1 Schedule 12A of the Local Government Act 1972, namely: “Information relating to the financial or business affairs of any particular person (including the authority holding that information)”

17 Any other urgent business

Notice of items to be raised under this heading must be given in writing to the Deputy Director Democratic & Corporate Governance or their representative before the meeting in accordance with Standing Order 60.

Date of the next meeting: Monday 13 October 2025



- Please remember to set your mobile phone to silent during the meeting.
- The meeting room is accessible by lift and seats will be provided for members of the public. Alternatively, it will be possible to follow proceedings via the live webcast [HERE](#)

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LONDON BOROUGH OF BRENT

MINUTES OF THE CABINET

Held in the Conference Hall, Brent Civic Centre on Monday 28 July 2025 at
10.00 am

PRESENT: Councillor M Butt (Chair) and Councillors Benea, Donnelly-Jackson, Farah, Grahl, Knight, Nerva, Rubin and Krupa Sheth.

Also present: Andrew Hudson (Chair i4b Holdings and First Wave Housing Ltd)

1. **Introduction & Apologies for Absence**

Apologies for absence were received from Councillor Mili Patel (Deputy Leader and Cabinet Member for Finance & Resources), Kim Wright (Chief Executive) and Minesh Patel (Corporate Director Finance & Resources) with Ravinder Jassar (Deputy Director Corporate & Financial Planning) attending as his representative.

2. **Declarations of Interest**

No declarations of interest were made during the meeting.

3. **Minutes of the Previous Meeting**

Cabinet **RESOLVED** that that the minutes of the previous meeting held on Monday 16 June 2025 be approved as a correct record of the meeting.

4. **Matters Arising (if any)**

None identified.

5. **Petitions (if any)**

There were no petitions presented at the meeting.

6. **Reference of item considered by Scrutiny Committees (if any)**

There were no items referred from either the Community Wellbeing or Resources & Public Realm Scrutiny Committees.

7. **Change in order of Business**

Councillor Muhammed Butt (as Chair) advised that as he had accepted requests to speak in relation to Agenda Item 12 (Outcome of Formal Consultation on Amalgamation of Malorees Infant School (Community) and Malorees Junior School (Foundation)) he intended to change the order of the agenda, with that item to be considered as the next item of business.

The minutes therefore reflect the order in which items were considered at the meeting.

8. Outcome of Formal Consultation on Amalgamation of Malorees Infant School (Community) and Malorees Junior School (Foundation)

Prior to considering the report, Councillor Muhammed Butt (as Leader of the Council) welcomed Angus Hislop (Vice Chair of Malorees School Federation) to the meeting who he advised had requested to speak in support of the proposals to amalgamate Malorees Infant and Junior Schools. In addressing Cabinet, Mr Hislop advised he was also Chair of the Federations Finance, Personnel, Property and Staffing Committee. Outlining the Federations support for the proposed amalgamation he advised this was shared by the whole School Board with the Federation, following its formation in 2017, having identified a clear vision to achieve amalgamation, which had been delayed as a result of the process in seeking to manage the financial deficit within their budgets. During this time, however, both schools had sought to achieve as much as possible in seeking to combine and deliver the benefits associated in being able to work more closely together with them now effectively operating as one and the key benefit identified moving forward, in terms of formalising the process of amalgamation, being the ability to access the DfE School Building Programme in order to deliver a rebuild of the school.

Whilst recognising the potential financial impact on the school budget arising from the amalgamation, the Governing Body remained confident this could be offset against the reduction in maintenance costs associated with the existing facilities linked to the new build programme and ability the new facilities would have in attracting additional pupils. Whilst outlining what were felt to be the substantial benefits associated with the proposed amalgamation the risks identified were also acknowledged, particularly in terms of any significant delay in the new build programme progressing. Having considered and assessed the risk identified, however, the Board had felt this remained manageable and that the unique opportunity for refurbishment of the school was worth pursuing given the wider benefits for both current and future pupils and educational provision on the site.

In response, Councillor Grahl (as Cabinet Member for Children, Young People and Schools) thanked Mr Hislop for his support. She also advised Cabinet of two further written representations received from local parents Aidan Reilly and Venera Itibaeva expressing concern, given the outcome of the consultation process, at the potential impact of the proposals in relation to the financial risks identified and uncertainty around the school rebuild programme. As a result, assurance had been sought that any funding gaps identified in relation to the school budget would not impact on staff or lead to reductions in educational provision, which Councillor Grahl advised had been noted and would be taken into account as part of any final decision made.

Councillor Grahl was then invited to formally introduced the report from the Corporate Director Children, Young People and Community Development, which provided a summary of the formal consultation undertaken between 6 May 2025 and 10 June 2025 on the proposal to amalgamate Malorees Infant School and Malorees Junior School as one primary school for children aged between 3 – 11,

including provision for nursery aged children and, as a result, to formally recommend an amalgamation of the two schools.

In presenting the report, Councillor Grahl began by acknowledging the high regard in which both Malorees Infant and Junior Schools were held by the school community and wider local community in Brondesbury Park, reflecting the value and trust in the schools, their staff and the education they provided. By way of context, she explained that the two schools were already federated, and the school leadership now wanted to fully amalgamate with a proposal that had children at its heart. The Council wanted the schools to have autonomy to actively contribute to decisions with the proposed amalgamation, she highlighted, having been led by the aspirations of the Governing Body.

In detailing the process that had taken place in terms of the recommendation now being considered to formally amalgamate both schools, the opportunity was taken to thank officers for the work undertaken in responding to the comments made and engaging with parents and residents as part of the consultation process. Whilst recognising concerns had been expressed in response to the consultation, assurance was provided in relation to the key issues raised relating to the retention of any transferred land on the site for educational use and that the amalgamation would not involve any proposed redundancies or changes in the terms and conditions of Malorees staff. The opportunity was also taken to outline what was felt to be the considerable advantages to the school community, including the prospect of accessing DfE capital investment to carry out long overdue infrastructure investment, that would essentially lead to the rebuilding of both schools recognising how valuable an opportunity this represented not only for the school and its current as well as future pupils, but also as a key element of the Council's core values in terms of supporting every child and young person to access local, high quality education in the borough.

Following on, Nigel Chapman (Corporate Director for Children, Young People and Community Development) also took the opportunity to reiterate the assurance provided in relation to the retention of land on the site for educational use and of the discussions with staff and trade unions that the amalgamation would not involve any proposed redundancies or changes in the terms and conditions of Malorees staff, although the need was identified to ensure the school (moving forward) continued to deliver effective budget management. In relation to access to the DfE rebuild programme, members were advised this was currently subject to an option appraisal process which it was confirmed included a full rebuild of the whole site as an option the Council and school Governing Body continued to strongly advocate and support. Highlighting his experience of working with the DfE on a number of school projects, he confirmed that this had been positive and felt confident that the timeframe being set out would be achievable.

In considering the report, members took the opportunity to thank Councillor Grahl and the officers involved for their work in support of development of the proposed amalgamation recognising the sensitivity in which the process had been handled, particularly in relation to the treatment of staff at both schools, with support also expressed for the benefits identified in relation to the potential capital investment in relation to the school build programme and long term benefit for those currently attending the school and future pupils in terms of the teaching and learning

environment. The importance in keeping the wider school community updated on progress was also highlighted in taking the proposals forward.

In summing up, the opportunity was taken to thank the Governing Body along with all those who had engaged in the consultation process for their participation and support. Having considered the representations received, contents of the report, outcome of the consultation and assurances provided at the meeting regarding the proposed arrangements for amalgamation, Cabinet **RESOLVED**:

- (1) To approve the amalgamation of Malorees Infant School and Malorees Junior School, to be achieved through the:
 - (a) The Closure of Malorees Junior School;
 - (b) Expansion of the age range of Malorees Infant School to admit children aged between 3 – 11;
 - (c) Change of the name of Malorees Infant School to 'Malorees Primary School'.
- (2) To commit to retaining the Junior School land that would transfer to the Local Authority for the educational use of Malorees Primary School.

9. **Financial Outturn 2024/25**

In Councillor Mili Patel's (as Deputy Leader and Cabinet Member for Finance & Resources) absence, Councillor Muhammed Butt (Leader of the Council) introduced a report from the Corporate Director Finance & Resources presenting the outturn for income and expenditure for 2024-25 and other key financial data.

In introducing the report, Cabinet was reminded of the profound nature of the financial challenges experienced by the Council during 2024-25, as reflected within the report, alongside the efforts made to navigate the pressures being experienced with determination, resilience and a commitment to improving the lives of residents across the borough. In recognising the complexity of the issues faced, which it was pointed out had been shaped by national economic pressures, rising demand for services and the continuing impact of the cost-of-living crisis, the opportunity was taken to thank all those involved for their efforts and dedication in being able to deliver a balance General Fund outturn, which it was felt reflected the prudent and robust approach towards financial planning adopted by the Council.

In terms of spend on the Capital Programme, members were advised this had totalled £238.9m with the investment designed to support the continued provision of vital regeneration projects, housing developments and improvements in the borough's public realm. Members were advised that the Housing Revenue Account (HRA) had also closed in surplus with reference also made to the £3.3m worth of in-year savings delivered by Community, Health and Wellbeing while still maintaining essential services. Whilst noting that the General Fund had, as a result, achieved break even as a whole the challenging nature of pressures faced had been reflected in the fact that the Council had experienced a £15.5m overspend across services, driven primarily by the escalating costs of homelessness. In response, a number of spending controls had been introduced during 2024-25, which had saved

£8.6m whilst also reducing reliance on reserves. These had included a hold on vacancies, renegotiation of contracts and necessary but tough decisions to protect frontline services. With reserves only available for use once, members were advised that the focus moving forward now remained on building a sustainable and resilient financial foundation with the report representing a financial reflection of Brent's core values in seeking to prioritise the most vulnerable, invest in local communities and uphold the Council's commitment to fairness and equity based on a process of innovation and in seeking to lobby for a fair allocation of resources reflecting need across the borough.

In considering the outturn position, Members acknowledged the significant level of financial challenge faced by the Council with the report highlighting the scale and depth of the pressures identified including those relating (as previously identified) to increased demand in relation to homelessness, which was recognised as a national and regional issue resulting from increased demand for housing as well as pressure on the supply of temporary accommodation. In seeking to alleviate the pressures identified, the opportunity was taken to highlight and recognise the lead being taken by the Council in delivery of affordable social and council homes across the borough and support expressed for the efforts being made to also better regulate the private rented sector as well as lobby for implementation of the Renters Rights Bill and to utilise additional funding recently announced by the Government in relation to the affordable housing package.

The opportunity was also taken to highlight the efforts being made, in seeking to manage the overspend identified within Children and Young People, to reduce the reliance on agency staff (despite the ongoing national challenges in relation to recruitment and retention) and deliver the new Children's Residential Care Home as a means of addressing ongoing pressures in terms of placement budgets.

In recognising the efforts made to continue managing and mitigating against the financial challenges identified Cabinet thanked all those involved for their efforts and as a result **RESOLVED** to note the overall financial outturn position for 2024-25, as detailed in the report.

10. **Medium Term Financial Outlook**

In Councillor Mili Patel's absence (as Deputy Leader and Cabinet Member for Finance & Resources) Councillor Muhammed Butt (as Leader of the Council) introduced a report from the Corporate Director Finance & Resources which set out the overall financial position facing the Council and highlighted the significant risks, issues and uncertainties with regard to the Council's Medium Term Financial Strategy (MTFS). The report also set out the proposed budget setting strategy for 2026-27, which included the proposed consultation with residents, businesses and other key stakeholders.

In presenting the report, Councillor Muhammed Butt highlighted the challenging financial environment in which the Council was operating as a result of the cost-of-living crisis and legacy of increasing inflation impacting not only on household budgets but also service demand and on the Council's overall financial resilience. In recognising the reality of these ongoing pressures, the report had identified a resulting budget gap of £30m as needing to be addressed over the next three year period, which members were advised would require difficult choices, innovation as

well as discipline to be able to deliver supported through the Embrace Change programme in seeking to transform how the Council delivered services, supported residents and managed resources to meet the challenges identified.

As part of the planning process, Members noted the potential for significant ongoing spending pressures in relation to demand-led services with specific reference to the 7% increase in number of adult social care service users and associated increase in weekly costs as well as the increase in number of children in residential care, with the cost of a single high needs placement noted as exceeding £500,000 annually. In terms of housing, the Council was also continuing to address the pressures created through rising demand, declining supply and escalating costs, with the average private rent in London having risen by 8.4% in the last year, and the number of households in temporary accommodation continuing to grow.

In seeking to move forward, Councillor Muhammed Butt felt it was important to recognise the focus and action outlined within the Medium-Term Financial Plan to assist in mitigating against the challenges identified. This had included the Housing Needs and Support budget being increased by £14m, alongside investment in additional housing supply through i4B and the Local Authority Housing Fund, while implementing a new model of resident support, underpinned by £1 million of recurring funding. Despite these measures, however, it was pointed out that the Council would not be able to meet the challenges identified alone and whilst welcoming the government's commitment to a multi-year funding settlement and announcements in the Fair Funding Review, members stressed their ongoing support in relation to the need for fundamental reform of the local government funding regime to provide a more sustainable basis for the ongoing provision and delivery of services.

In considering the report, concern was expressed at the substantial nature of the ongoing financial challenges outlined during presentation of the report given the impact on the Council's budget and potential need to deliver additional savings. Highlighting the need to continue focussing on the way in which support was being provided for residents moving forward, members were also aware of the need to ensure this continued to be targeted effectively on those most in need along with the need to continue lobbying for a fairer funding mechanism not only for local residents but for local government as a whole.

Officers were thanked for their work in preparing the report and it was **RESOLVED** that Cabinet:

- (1) Note the contents of the report and the potential financial impact on the Council's Medium Term Financial Strategy.
- (2) Note the summary of the Spending Review and Local Government Funding reform consultations, as set out in section five of the report.
- (3) Agree the budget setting process for 2026/27, including the approach to consultation and scrutiny, as set out in section seven of the report.
- (4) Note and agree the proposed 2024/25 capital budget carry forwards and capital virements for 2025/26 as set out in section eight of the report.

- (5) Note the financial position with regards to the Housing Revenue Account, as set out in section nine of this report; and
- (6) Note the financial position with regards to Schools and the Dedicated Schools Grant, as set out in section ten of the report.

11. **Quarter 1 Financial Forecast 2025/26**

In Councillor Mili Patel's (Deputy Leader and Cabinet Member for Finance & Resources) absence, Councillor Muhammed Butt (as Leader of the Council) moved on to introduce a report from the Corporate Director Finance & Resources which set out the financial forecast for the General Fund revenue budget, the Housing Revenue Account, the Dedicated Schools Grant and the Capital Programme as at Quarter 1 2025-26.

In introducing the report, the Leader highlighted that despite the considerable efforts to maintain financial control, the operating environment and wider economic and social context faced by the Council remained challenging. Whilst forecasting a breakeven position at Q1 against the £431.4m General Fund revenue budget it was pointed out this was not without significant risk, given the ongoing pressures faced, which remained particularly acute in relation to homelessness. Whilst highlighting that the number of homelessness application had reduced during the previous year it was pointed out that demand remained high with the cost of temporary accommodation also continuing to increase.

Given the challenges identified, members were reminded of the measures introduced in response to protect services for residents. These included increasing the Housing Needs and Support budget by £14m, with support also continuing to be provided for the Council's wholly owned housing company i4B in seeking to deliver affordable homes (including 15 new acquisitions planned for 2025-26) alongside the introduction of a new model of resident support, backed by £1m in recurring funding, designed to assist households in building long-term resilience. In addition, £8.9m worth of agreed savings were also in the process of being delivered with 91% currently on track whilst, it was pointed out, the Council also continued to invest in its people and infrastructure working across departments to implement the Embrace Change programme, developed to transform how the Council was able to support residents and manage its finances.

Whilst supportive of the efforts being made, members also recognised the ongoing risks and challenges given the ongoing increase in the cost of social care packages and pressures in children's placements, particularly in residential and secure settings with collection rates for debt and Council Tax and Business Rates (whilst improving) still falling short of pre-pandemic levels.

In considering the report, Cabinet noted the challenges identified in seeking to manage demand and address the pressures identified, with members committed to continue the positive work with Corporate Directors to ensure the monitoring and management of budgets in each service area and to take the difficult decisions required in order to safeguard the council's reputation for financial sustainability.

Having noted the information provided Cabinet **RESOLVED** to:

- (1) Note the overall financial position and the actions being taken to manage the issues arising, as detailed within the report.
- (2) Note the savings delivery tracker in Appendix A of the report.
- (3) Note the prudential indicators for treasury management in Appendix B of the report.
- (4) Approve the virements set out in section 9.18 of the report.
- (5) Note the debt written off as set out in section 9.22 of the report.
- (6) Approve an uplift to the Capital Programme Budget of £851k following the successful grant award of UK Shared Prosperity Funding as set out in section 12.2 of the report.

12. **Authority to Award Contract for Temporary Recruitment Services (Managed Service Provider)**

Once again in Councillor Mili Patel's (Deputy Leader and Cabinet Member for Finance & Resources) absence, Councillor Muhammed Butt (as Leader of the Council) introduced a report from the Corporate Director Finance & Resources seeking approval (based on an overview of the procurement process undertaken) to the proposed award of a contract for a Managed Service Provider (MSP) to supply temporary agency staff. reliable and good quality agency staff workforce in order to provide the necessary cover (where required) to ensure the continued delivery of key frontline services across the borough, which the proposed contract award for the MPS had been designed to enable.

Alongside the provision of a Managed Service Provider, members were also advised and welcomed the ongoing efforts being made to reduce the dependency and spend on agency workers, given the significant costs associated with their use, which it was noted had resulted in a reduction in spend during 2024-25 of more than £7m and also supported the continued efforts and wider benefits associated in seeking to sustain a healthy, dedicated workforce for the people of Brent.

Having noted the information contained within the exempt appendix of the report, Cabinet **RESOLVED** to approve the award of the contract for a Managed Service for Temporary Agency Staff Services to Reed Specialist Recruitment Ltd for five years in the sum of three years plus an optional two-year extension.

13. **Membership of the i4B Holdings Ltd and First Wave Housing Ltd Boards**

Councillor Donnelly-Jackson (Cabinet Member for Housing) introduced a report from the Corporate Director Finance & Resources seeking approval to various appointments to the Board of Directors of the Council's wholly owned housing companies i4B Holdings Ltd and First Wave Housing Ltd.

In presenting the report, Cabinet were reminded of the important role played by both companies in seeking to support the Council in tackling the current housing crisis as one of the most urgent and significant challenges faced across the

borough, with support expressed at the bold and innovative contribution they played in seeking to provide safe, secure, and affordable homes for residents across Brent.

In commending the work of both companies, the specific role played by i4B in enabling the Council to directly invest in housing for local people, acquiring homes, bringing properties back into use, and providing quality, well-managed housing for families who otherwise be in temporary accommodation or at risk of homelessness was recognised as an example of local leadership in being able to utilise the levers of local government not only to outsource responsibility but also to take ownership of the housing challenge and deliver change.

In terms of the expansion of both Boards, members were advised this would involve and increase from five to seven members, reflecting the growth and increasing complexity of the companies, and the seriousness in which they and the Council approached good governance, accountability, and oversight. In welcoming the proposed appointments of Sadie East, Serita Kwofie, and Nicole Jarrett-Francis (as senior officers from across the council whose local knowledge and commitment to public service it was felt would provide invaluable expertise) members were also keen to recognise the way in which they would be supported by the proposed appointment of Waqar Ahmed and Mannie Ketley (following a rigorous external selection process) as independent voices designed to ensure provision of the necessary mix of experience, challenge, and strategic vision.

At the same time, the opportunity was also taken to formally thank Peter Gadsdon, Melanie Smith, and Akintoye Durowoju as outgoing Directors for their contributions to both Boards, recognising the way they had helped shape i4B and First Wave into well-respected and effective organisations with a growing impact.

In considering the report Cabinet also welcomed and noted the comments made by Andrew Hudson (as Chair of the i4b & First Wave Housing Boards) thanking the outgoing Board members for their valued contributions and commitment during their term of office and in support of the proposed appointment of the new Directors & non-executive Directors outlined in the report, given the combination of experience and expertise it was felt they would continue to provide in the ongoing management of both Boards.

In support of the proposed appointments, members were keen to recognise the positive impact of both companies and, whilst ensuring that the necessary level of accountability and oversight was maintained, also welcomed the refreshed and expanded membership on both Boards as a means of ensuring a continued focus in seeking to raise standards, drive innovation, and deliver on the Council's commitment to putting residents first.

Having noted the recruitment process undertaken, Cabinet **RESOLVED** to:

- (1) Approve the appointment of Waqar Ahmed and Mannie Ketley as non-executive, independent Directors of i4B and FWH for a period of three years from 1 September 2025.
- (2) Approve the appointment of Sadie East and Serita Kwofie as senior council officer Directors of i4B and FWH for a period of three years from 4 August

2025 and Nicole Jarrett-Francis as a senior council officer Director of i4B and FWH for a period of three years from 1 October 2025.

- (3) Note that Peter Gadsdon had stepped down as a Director of i4B and FWH as of 31 March 2025 following his retirement from the council, that Melanie Smith would step down as a Director on 30 September 2025 when she retired from the council, and that Akintoye Doruwoju would step down as a Director from 1 September 2025, following the end of his term of appointment.
- (4) Note the increase in number of Directors of i4B and FWH from five to seven to reflect the growth of the companies.

14. **Affordable Housing Supply Update (July 2025)**

Councillor Benea (Cabinet Member for Regeneration, Planning & Property) introduced a report from the Corporate Director Neighbourhood & Regeneration providing an overview of progress made against the delivery of the Council's affordable housing delivery targets.

In introducing the report, Cabinet was reminded of the Council's continued commitment to delivering 5,000 genuinely affordable homes in Brent by 2028, including 1,700 directly delivered by the Council recognising the impact the provision of safe, secure and affordable housing had in supporting residents across the borough. In terms of progress, members were advised that despite unprecedented financial pressures, it had still been possible to deliver (over the past five years) 4,052 affordable homes across the borough of which 758 were council-led, with over a further 1,000 already on site and set to be completed by March 2028, meaning the Council remained on track to exceed both its borough-wide and council delivery targets.

In commending the progress achieved, this was also felt to reflect the dedicated planning and investment involved in projects such as the South Kilburn transformation (where it was pointed out 2,400 new homes, community and health facilities, and a school were being delivered) alongside plans such as those being developed to unlock the Edgware Road scheme, which would provide 120 homes for temporary accommodation alongside new commercial space.

Whilst proud of the progress being made, members also recognised the significant challenges that remained with particular reference to ongoing pressure in relation to viability and officers therefore exploring new approaches to unlock sites on which progress had been delayed, whilst also awaiting further details on the Government's recently announced £39bn affordable housing package on which the Council would continue to lobby to ensure Brent secured a fair share of the available funding in order to address the increasing levels of demand.

In considering the report, members commended the progress being made in seeking to increase the supply of affordable housing across the borough despite the significant economic, market and financial challenges identified with all those involved across the Council thanked for their efforts given the positive impact created as a result.

Having noted the exempt information contained in the appendix to the report and breakdown of schemes being delivered directly by the Council (as set out in section 3.2.3 and Table 2 of the report), Cabinet **RESOLVED** to:

- (1) Note the update on the schemes currently on site and expected delivery dates.
- (2) Acknowledge the current viability challenges on the council's plans for self-delivering of new-build social rent schemes and that officers were exploring alternative approaches for addressing Brent's housing needs.
- (3) Delegate authority to the Corporate Director, Neighbourhoods and Regeneration in consultation with the Cabinet Member for Regeneration, Planning & Property to enter into a Deed of Variation for the GLA Affordable Housing Programme 21-26 including any delegated authority that may be required for future variations to enable further affordable homes to be provided.
- (4) Agree to proceed with the onsite delivery of the Edgware Road scheme to deliver 120 new-build homes for use as temporary accommodation with ground floor commercial space.
- (5) Delegate authority to the Corporate Director, Neighbourhoods and Regeneration, in consultation with the Cabinet Member for Regeneration, Planning & Property to agree the necessary pre-tender considerations, use of the commercial space including consideration of tax status and subsequent contract awards.

15. **Strategic Community Infrastructure Levy Funding for Public Realm Infrastructure**

Councillor Krupa Sheth (Cabinet Member for Public Realm & Enforcement) introduced a report from the Corporate Director Neighbourhoods & Regeneration seeking approval to the use of Strategic Community Infrastructure Levy (SCIL) funding to support investment in public realm infrastructure designed to support growth and development, with a focus on Highways, Parks and CCTV to ensure the necessary support was provide to reflect the ongoing level of new developments across the borough.

In presenting the report to Cabinet, members noted that the proposals included £14m of what was regarded as transformative SCIL investment in Brent's public realm designed to enhance a range of spaces and infrastructure such as footways, parks, CCTV and street lighting in direct response to issues identified by local residents as being priorities to ensure their local neighbourhoods remained clean, safe and welcoming places where they could feel proud to live.

In highlighting the borough wide nature of the programme of investment, members were advised of the way it had been focussed to deliver what were felt to be real and tangible improvements across each Brent Connects area, supporting better-maintained roads and pavements, tree planting, rejuvenated playgrounds, and a modernised CCTV network that would help to tackle antisocial behaviour and build

community confidence in a way that would ensure Brent's public realm continued to evolve in a way that was fair, inclusive, and driven by genuine community need.

In support of the approach outlined within the report, Cabinet welcomed the proposed use of SCIL funding to support investment in the public realm, recognising the impact of the previous Government's programme of austerity in terms of the funding available to invest in areas such as public realm. In recognising the sustained pressure and demand for investment given the significant population growth and demographic changes over recent years, members also commended the move towards an integrated and strategic programme of activity to deliver the improvements and changes being sought across public realm services including the focus on CCTV, which were informed by community priorities whilst also recognising the cumulative impacts of development across the borough.

Members also commended the success achieved in terms of the generation and collection of CIL receipts, which was recognised as a further benefit of the efforts being made to deliver the ambitious programme of regeneration across Brent with the approach set out in the report also felt to reflect the beginning of a more dynamic, targeted and responsive approach towards the use of SCIL.

In acknowledging the extent of the proposed investment, which it was noted would include upgrades to roads and pavements (which a focus on growth and intensification areas); replacement and improvement of street lighting; removal of tree stumps to allow for new planting and a safer more walkable borough; the upgrading of play equipment and repairs to footpaths in parks as well as the enhancement and expansion of CCTV digital infrastructure, members were also keen to recognise the way in which the process would support local communities as well as the delivery of key infrastructure and ensure that growth being delivered worked for all sections of the community in order to deliver a clean, green and safe borough.

As a result, Cabinet **RESOLVED** to approve the recommended allocation of up to £14,533,000 of SCIL funding to support much needed infrastructure improvement in relation to highways, parks, and CCTV, as outlined in the report.

16. **Authority to invite tenders in respect of appointing Charging Point Operator(s) to supply, install, operate and maintain electric vehicle charge points**

Councillor Krupa Sheth (Cabinet Member for Public Realm & Enforcement) introduced a report from the Corporate Director Neighbourhoods & Regeneration providing an update on proposals to expand electric vehicle charging provision in Brent through the Local Electric Vehicle Infrastructure (LEVI) funding programme and seeking approval, as part of a six London Borough partnership, to invite tenders in respect of appointing Charge Point Operator(s) to supply, install, operate and maintain additional electric vehicle charging points in Brent.

In presenting the report, Cabinet was advised that the proposals outlined in the report were designed to deliver nearly 2,000 new charge points on a borough wide basis as part of a wider programme of work being undertaken to address air quality, congestion, climate change, and transport inequality across the borough. In recognising that road transport accounted for over a fifth of Brent's carbon

emissions, members were reminded that supporting the switch to zero-emission vehicles had been identified as a key focus within the Council's Climate and Ecological Emergency Strategy supporting the goal to halve petrol and diesel journeys by 2030.

In partnership with a number of other boroughs across London, the funding awarded through the Local Electric Vehicle Infrastructure programme was recognised as providing a significant opportunity to further expand the electric vehicle charge point network with the procurement process enabling the appointment of expert operators to supply, install, and maintain a new modern electric vehicle network across Brent. In terms of the investment provided, members were advised this would also support the work being undertaken to support the development of cleaner, greener and healthier communities across Brent and in ensuring no area was left behind in the Electric Vehicle (EV) transition, with the strategy also focussed around prioritising public access, equity, and long-term resilience, ensuring Brent's charging network could meet the needs of all residents.

In considering the report, members welcomed the approach outlined and contribution it was felt the investment would provide in relation to the Council's existing long-term transport strategy and EV infrastructure plans and in maintaining Brent's commitment to building a cleaner, greener future, especially when compared to the stance being taken by some other local authorities nationally (following the recent local government elections) in seeking to no longer pursue initiatives aimed at tackling climate change. In contrast, support was expressed for the approach adopted by the Council in seeking to continue focussing on measures to tackle climate change and improve air quality given the wider environmental and public health benefits, with the investment identified within the report seen as not only supporting progress towards the Council's net zero target but also more active and sustainable travel choices in terms of facilitating the switch to zero/low emission vehicles and wider EV incentive measures.

In recognising the wider benefits identified for residents and the local environment Cabinet **RESOLVED** to:

- (1) Approve the commencement of the tender process in respect of appointing the Charging Point Operator (s) to supply, install, operate and maintain electric vehicle charge points in Brent in accordance with the new Procurement Legislation.
- (2) Approve the pre-tender considerations pursuant to Standing Order 89 of Part 3 of the Council's Constitution, as detailed within the report.
- (3) Delegate authority to the Corporate Director for Neighbourhoods and Regeneration, in consultation with the Cabinet Member for Public Realm and Enforcement, to award a fifteen-year contract(s).
- (4) Approve entering into the Partnership 6 Inter-Authority agreement.

17. **Exclusion of Press and Public**


There were no items that required the exclusion of the press or public.

18. **Any other urgent business**

There were no items of urgent business.

The meeting ended at 10.58 am

COUNCILLOR MUHAMMED BUTT
Chair

	Cabinet 8 September 2025
	Report from the Corporate Director of Residents and Housing Services
	Lead Member - Cabinet Member for Housing (Councillor Fleur Donnelly-Jackson)
Developing a new Brent Gypsy, Roma & Traveller Strategy	

Wards Affected:	All
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
List of Appendices:	Two Appendix A: Draft Gypsy, Roma & Traveller Strategy consultation and engagement plan Appendix B: Draft Pitch Allocation Policy
Background Papers:	Previous Brent Gypsy, Roma and Traveller Inclusion Strategy 2009 - 2014
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Spencer Randolph, Director Housing Services 020 8937 2546 Spencer.randolph@brent.gov.uk Tom Pickup, Policy and Performance Manager 020 8937 4116 Tom.pickup@brent.gov.uk

1.0 Executive Summary

- 1.1. This report shares the council's approach to develop a new Brent Gypsy, Roma & Traveller Strategy; progress made to develop specific components of the strategy, including the new Pitch Allocation Policy and the search for new sites; and plans to reduce pitch rent at Lynton Close. The aim is to provide Cabinet with an update around progress to establish the council's ambitions and commitments to our Gypsy, Roma and Traveller communities.

Developing the new strategy

- 1.2. In the coming month or so we plan to launch a formal 10-week consultation to enable residents to share their thoughts on the new strategy and hold a series of dedicated sessions with Brent's Gypsy, Roma and Traveller communities. Ahead of launching we are seeking advice and feedback from London Gypsies & Travellers, Traveller Movement and Roma Support Group to ensure we maximise engagement, enabling our Gypsy, Roma and Traveller communities the best possible opportunities to have their say. We want to ensure we establish a stronger understanding of Gypsy, Roma and Traveller needs so that we can develop a strategy and approach that best supports and works with these communities.
- 1.3. The strategy will outline our ambitions to support and work with our Gypsy, Roma and Traveller communities. The provisional components in the strategy, that will continue to be refined throughout the consultation and engagement phase, have been listed in paragraph 3.3.5. Key components that we have progressed so far include:
- A new proposed Pitch Allocation Policy
 - Search for new sites
 - A new approach to site management

Site improvements

- 1.4. As part of our approach, we are seeking endorsement for up to c.£500,000 from 2026/27 for capital investment for site improvement. Lynton Close residents will shape how this will be invested as part of the upcoming engagement.

Reviewing the pitch rent

- 1.5. Having benchmarked against other London boroughs, Brent's weekly pitch rent rate is well above the average for similar sized pitches. We are seeking to reduce our rate, from £185.13 to £138.96, bringing the borough in line to the London average.

2.0 Recommendation(s)

Cabinet are asked to:

- 2.1 Endorse the proposed direction of travel to develop the Gypsy, Roma & Traveller Strategy. This includes:
- The skeleton outlined in paragraph 3.2.5.
 - The consultation and engagement approach as captured in paragraphs 3.2.24 – 3.2.27 and detailed within Appendix A.
- 2.2 Note progress made, and endorse next steps to develop key components of the strategy (see paragraphs 3.2.10 – 3.2.23), including:

- Draft Pitch Allocation Policy as detailed in Appendix B.
 - Site search – a report detailing options will return to Cabinet in 2026.
 - Site management approach.
- 2.3 Endorse the use of up to c.£500,000 capital investment from 2026/27 through the usual capital governance processes (Capital Programme Board and Cabinet) for site improvements as part of our improved approach to site management. This will be invested in priorities identified through consultation and engagement with the residents.
- 2.4 Endorse a reduction in the weekly pitch rate from £185.13 to £138.96.

3.0 Detail

3.1 Cabinet Member Foreword:

- 3.1.1 At Brent we're proud of our diversity and committed to inclusion for all of our communities. Our Gypsy, Roma and Traveller communities are an important part of that. Yet we recognise these communities have too often been seldom heard and under-served. It has been more than a decade since Brent last had a dedicated Gypsy, Roma & Traveller Strategy, and it is vital that we now put in place a clear framework that reflects both our responsibilities and our commitment to ensuring no community is left behind.
- 3.1.2 Residents at Brent's permanent traveller site, Lynton Close, have been clear about the challenges they face – from high pitch rents to the need for improved site conditions. We have listened and responded. Pitch rents will be reduced to align with the London average, and funding has been identified for improvements that residents themselves will help to shape.
- 3.1.3 Equally, this strategy is about building stronger and more sustainable relationships. We have made early progress through closer engagement with residents, appointing dedicated liaison roles, and working alongside trusted organisations to improve communications. These steps are already helping to rebuild trust and ensure services are more responsive to community needs.
- 3.1.4 This strategy is a starting point. It will continue to be shaped through consultation, ensuring that it reflects the distinct voices of Romani (Gypsy), Roma and Irish Traveller people in Brent. By committing to this strategy, we are laying the foundations for a fairer future that enables these communities to flourish in Brent.
- 3.1.5 This paper, including the upcoming strategy, contributes most directly to the Borough Plan's Thriving Communities Strategic Priority but will also touch upon every strategic priority. This is because the commitments and activities across the priorities align with supporting the needs and improving the outcomes experienced by Brent Gypsy, Roma and Traveller communities. The strategy also relates to Brent's Equity, Diversity and Inclusion Strategy and the Local Plan. The former encompasses commitments to tackling inequality and

supporting marginalised groups, and the latter outlines our current approach to Gypsy, Roma and Traveller accommodation in Brent.

3.2 Background

3.2.1 Brent has a longstanding Gypsy, Roma and Traveller community. We have one permanent traveller site, which was established in 1997, and the Census 2021 captures Brent as having:

- 237 White Gypsy or Irish Travellers, although we suspect the actual figure is larger. The community is concentrated in the south and east of borough, namely Stonebridge, Harlesden & Kensal Green and Kilburn.
- 2520 White Roma's which is the third largest population in England and Wales. The community is concentrated in the south, east and north of the borough namely: Willesden Green, Harlesden & Kensal Green, Dollis Hill, Queensbury and Welsh Harp.

3.2.2 Romani (Gypsy), Roma and Traveller (Irish/Scottish Traveller) communities are not homogenous – they are distinct, each with their respective heritage, culture and needs. These communities' diversity and uniqueness is captured well in a [recent report from the Traveller Movement](#). As far as possible, the council recognises and refers to these communities as respective groups and seeks to tailor support and engagement with these groups accordingly. In some instances, particularly in relation to existing data and insights, we may refer to Gypsy, Roma and Traveller communities in different ways or as a collective, this is solely due to the how data is collected and presented by other bodies and organisations. Our insights around these communities are limited, therefore we need to rely on the range of different types of information available.

3.2.3 Gypsy, Roma and Traveller communities are marginalised, seldom heard and under-served groups, despite this there are limited examples of tailored council commitments and activities to support these communities and we have not updated our Gypsy, Roma & Traveller Strategy in over 10 years. As an organisation and borough that strives for inclusion and seeks to ensure no community is left behind, it is vital that we establish a strategy that outlines a clear approach and commitments to support and work with our Gypsy, Roma and Traveller communities.

3.2.4 This report outlines our approach to developing a new Brent Gypsy, Roma & Traveller Strategy, including the provisional components that it will encompass. The strategy will be holistic, capturing our commitments to Gypsy, Roma and Traveller communities which, at a high level, seek to include:

- Recognising the marginalisation, challenges and disproportionate outcomes experienced by Gypsy, Roma and Traveller communities, including the council's approach to tackling this.
- Outlining the council's approach to providing safe and supportive accommodation sites. This will include our new Pitch Allocations Policy,

our approach to identifying new sites, how we will manage sites and our approach to unauthorised encampments.

- Capturing our commitment to building sustainable relationships with these communities, recognising existing challenges and learning from our past approaches and practice.

3.2.5 While the shape of, and detail within the strategy will be informed by the consultation (details captured from paragraph 3.2.24 and Appendix A) we have developed a skeleton structure that has been used to help guide progress to date:

- Introduction – overview of Gypsy, Roma and Traveller communities in Brent.
- Consultation feedback – high-level consultation and engagement findings, demonstrating how our approach and commitments reflect our communities' voices.
- Overarching approach and commitments to Gypsy, Roma and Traveller communities which will encompass:
 - Building strong, sustainable relationships and providing accessible services.
 - Approach to building and maintaining a positive relationship with Gypsy, Roma and Traveller communities, including our resource commitments and engagement approach.
 - Assessment of these communities' strengths and needs, using quantitative and qualitative feedback.
 - Specific commitments and/or proposed activity to respond to these communities' strengths and needs.
 - Providing safe and secure sites
 - Pitch Allocations Policy – our approach to allocating permanent and transit pitches.
 - Site management approach, including pitch rent.
 - Unauthorised encampments policy – our approach to unauthorised incursions.
 - Approach to securing new sites – our commitment and approach to identify and secure new sites in Brent.

3.2.6 We have made the following progress to develop some of these components:

Gypsy, Roma and Traveller Needs and Outcomes

3.2.7 There have been many national and local studies exploring the disproportionate and poorer outcomes for Gypsy, Roma and Traveller communities. National reports have identified and amplified poorer outcomes relating to health (both physical and mental), suicide rates, education, employment and skills and discrimination and hate crime.

3.2.8 We have been building an understanding of Gypsy, Roma and Traveller outcomes in Brent which will be supplemented by the upcoming consultation. However, we still have limited overall insights in Brent around our Gypsy, Roma and Traveller (GRT) outcomes. What we do know, based on available quantitative insights, is that:

- Age (Census 2021): Brent has a young GRT population, with average ages lower than the Brent average:
 - Brent population, median age: 35
 - Brent White Gypsy and Irish Traveller population, median age: 27
 - Brent White Roma population, median age: 32
- School outcomes:
 - Education, Health and Care Plan (EHCP) (2021/22 – 2023/24): GRT pupils in Brent are more than twice as likely to have an EHCP when compared with GRT pupils nationally and three times as likely to have an EHCP when compared with the Brent pupil average.
 - SEN support (2021/22 – 2023/24): GRT pupils in Brent are slightly more likely to have SEN support when compared with GRT pupils nationally and more than twice as likely to have such support when compared with the Brent pupil average.
 - Grade attainment (2022 – 2024): GRT pupils in Brent achieved poorer outcomes compared to the national GRT pupil average across Early Years, Phonics Trend and KS2. GRT pupils in Brent achieved better outcomes compared to the national GRT pupil average for KS4.
 - School attendance (2023 – 2025): GRT pupils (categorised in our statistics respectively as Gypsy/Roma and Irish Traveller) in Brent persistently have lower attendance rates when compared to Brent pupils overall.
- Health (NHS NWL Whole Systems Integrated Care data, 2024/25):
 - Compared to the Brent average, Lynton Close residents have higher rates of multiple long-term conditions, anxiety, depression and learning disability.
 - Brent's wider GRT communities have had fewer GP visits but higher hospital admissions compared with the rest of Brent.
- Economic activity (Census 2021):
 - Brent's White Roma population has one of highest employment rates across all ethnic groups in the borough, ranking 2nd with 77% in employment. The Roma population is twice as likely to be self-employment compared to the Brent average.
 - However, Brent's Gypsy and Irish Traveller population has the lowest employment rate at 40%.
- Qualifications (Census 2021): Brent's GRT communities are among the least qualified ethnic groups in the borough:
 - Brent White Gypsy and Irish Traveller population: 61% have no qualifications, ranking the lowest.
 - Brent White Roma population: 27% have no qualifications, ranking 3rd lowest.
- Financial difficulties and debt: council data finds that some of the community has challenges around council tax payments and rent arrears.

3.2.9 We recognise that we need to gather more data and insights to help us understand these communities, particularly around health, employment and skills and discrimination where there are limited detailed quantitative insights available. We will continue to review existing studies, in addition to practice from other local authorities, and use the upcoming consultation and engagement phase to gather more information and build our understanding. The council will also conduct a separate Gypsy, Roma and Traveller health needs assessment which will replicate elements of the approach taken by [Hackney in 2024](#). The Public Health Evidence and Insight Team will lead the health needs assessment. Their approach is to commission an organisation with expertise in engaging with Gypsy, Roma and Traveller communities to help deliver this project, with the provisional research period spanning October 2025 – January 2026.

Gypsy, Roma and Traveller Housing Allocations Scheme

3.2.10 The council is required in accordance with the Housing Act 1996 to have and to publish an Allocations Scheme, setting out how it determines priorities for allocating housing accommodation and the procedures to be followed. All allocations must be in accordance with that Scheme.

3.2.11 The council currently has a Housing Allocations scheme for this purpose; however, the current scheme does not cover the allocation of plots on Gypsy, Roma and Traveller sites. In common with other local authorities, it has been determined that a separate Allocations Scheme for Gypsy, Roma and Travellers should be created, which will sit alongside the main Allocation Scheme.

3.2.12 The London Gypsies and Travellers organisation advised officers that Hackney Council have an established Allocations Scheme, which is highly regarded by Gypsy, Roma and Traveller communities. Officers have therefore drafted an Allocation Scheme which has taken into consideration the Hackney scheme and have sent it to legal services for counsel's advice.

3.2.13 Having had regard to the advice provided by counsel and legal services, a final draft scheme has been created – see appendix B. The scheme is now ready for consultation with Gypsy, Roma and Travellers communities as well as any groups or organisations which represent their interests.

3.2.14 The council will then take into account comments received during the consultation process before drafting a final Allocation Scheme which will be presented to Cabinet for sign off as part of the final strategy.

Site Search

3.2.15 A comprehensive site search has been undertaken to identify potential locations within Brent for Gypsy, Roma and Traveller accommodation. The Property Team appointed a consultant, Three Dragons, who have specialist expertise in Gypsy, Roma and Traveller site identification. They have a strong track record of delivering similar work for other local authorities and maintain a

constructive working relationship with the London Gypsies and Travellers organisation.

3.2.16 Over a three-month period, a long list of sites were identified and assessed collaboratively by Three Dragons, the Property Team, and the Planning Department.

3.2.17 Subject to Cabinet approval to explore these sites further, it is anticipated that the process of delivering any individual site will take approximately 18–24 months. This includes time for due diligence and land agreements (3 months), site design (3 months), planning (6–9 months), and construction (9 months). The timeline also incorporates engagement with Gypsy, Roma and Traveller residents, particularly during the design phase. An update report focused on the site search will return to Cabinet in 2026.

3.2.18 Given their planning expertise and experience working with Gypsy, Roma and Traveller communities, the consultant will be retained for ongoing support on an ad-hoc basis, especially during resident engagement and design development stages.

Gypsy, Roma and Traveller Site Management Approach

3.2.19 To improve our approach to site management, funding has been agreed for two new posts that will be fundamental in building relationships with the community and ensuring that services are delivered in a positive and timely way:

- One Traveller Liaison and Site Manager
- One Traveller Liaison Officer

3.2.20 The officers would be co-located between the Civic Centre and Lynton Close and be focused on:

- Operational site management, which will span issues such as:
 - Ensuring repairs are reported and completed.
 - Rent and debt management.
 - Ensuring the site is well maintained
- Resident engagement, which will span issues such as:
 - Working with the community to build trust, including establishing regular dialogue with the community.
 - Establishing the needs of the families on site.
 - Collaborating with corporate services to manage engagement around site regeneration and new sites.
- Community engagement and multi-agency working, which will span issues such as:
 - Working with the local community to build trust, communication and escalation channels.
 - Working with Public Health and the NHS to promote health and wellbeing.

3.2.21 As part of our approach, we are seeking endorsement for up to c.£500,000 from 2026/27 for capital investment for site improvement. Lynton Close residents will shape how this will be invested as part of the upcoming engagement.

Gypsy, Roma and Traveller Site: Pitch Rent

3.2.22 We have benchmarked pitch rents across large Gypsy, Roma and Traveller sites in London. The snapshot finds rents range from £75.64 a week to £242.43, with an average of £138.96 – see the table below.

3.2.23 We are committed to providing a fair rate for our Lynton Close residents. We believe our current rates are too high and we recognise our Lynton Close community's challenges around debt and rent arrears. Having assessed various options, we believe reducing our rates from £185.13 to £138.96 (the London average for large pitches) is a fair rate and are seeking Cabinet's endorsement for this change. If endorsed, we will seek to implement this change as soon as is practicably possible.

N.b. We will continue to review rents once a year in line with Government rules. Any changes are carefully regulated and, in most cases, will mean a small increase.

London local authority – pitch rent benchmarking	
Borough	Weekly rent for large pitch
Barking & Dagenham	£242.43
Bexley	£123.00
Brent	£185.13
Greenwich	£75.64
Hackney	£151.60
Harrow	£76.71
Merton	£121.10
Southwark	£153.24
Sutton	£121.79

Consultation and engagement phase

3.2.24 To develop the new strategy we will launch a 10-week formal consultation and engagement phase in September which seeks to:

- Invite open feedback from Brent communities, particularly our Gypsy, Roma and Traveller communities, to help shape the strategy.
- Build an understanding of perceptions, challenges and opportunities in relation to Brent's Gypsy, Roma and Traveller communities.
- Contribute to efforts to build the council's relationship with the Gypsy, Roma and Traveller communities.

3.2.25 The consultation adopts mixed methods with a focus on direct engagement with communities across Brent. Ahead of the launch will plan to engage with London Gypsies & Travellers, Traveller Movement and Roma Support Group to help shape the approach. Currently the engagement methods are:

- Brent Have Your Say survey - an open survey that invites feedback around general issues and themes and the draft Pitch Allocation Policy. We will also ensure an easy read version is available.
- Qualitative consultation and engagement sessions with Lynton Close community representatives; Gypsy, Roma and Traveller communities; Brent residents; and Members. We will also explore the possibility of a session with children and young people from Gypsy, Roma and Traveller communities.
- Discussions with Gypsy, Roma and Traveller community support groups and organisations such local churches and schools.

3.2.26 The consultation and engagement will cover several topics which will help shape key components within the strategy. Currently, the draft topics are:

- Our new Pitch Allocation Policy – this policy outlines the council approach to allocating permanent and transit pitches.
- General issues and improving access to services – understanding the communities needs and how we can support around challenges such as health (including social care), debt, children and education, employment etc.
- Site search – understanding the key specifications and design features for any future Gypsy and Traveller sites.

3.2.27 To promote this phase and encourage responses there will be a supporting communications plan. This plan will include different methods to promote the consultation to all Brent residents, including tailored methods for Gypsy, Roma and Traveller communities.

Next steps

3.2.28 The crucial next step is to launch the consultation, enabling residents to share their voice and shape the new strategy. Once the consultation is complete we will analyse the findings and combine with the quantitative analysis to translate them into a series of commitments and subsequent activity that will respond to any needs and opportunities that have been identified. We are then seeking to report the final strategy to Cabinet by the end of the year. In the meantime, some components of the strategy will continue to develop during the consultation.

4.0 Stakeholder and ward member consultation and engagement

4.1 As detailed in appendix A, we have initiated engagement with Brent residents, including specific sessions with Members and Brent Gypsy, Roma and Traveller community. To shape the consultation and engagement approach we will engage with the Roma Support Group, London Gypsies and Travellers and the Traveller Movement for advice.

- 4.2 The findings from the consultation will be used to shape the new Brent Gypsy, Roma and Traveller Strategy which we aim to finalise by the end of the year.

5.0 Financial Considerations

- 5.1 Financial considerations on the £500k of capital investment will be provided as part of the papers seeking approval for this under the usual capital governance structures.
- 5.2 In 2024/25, rents raised for Traveller Sites amounted to £281k, with £36.5k in arrears accumulating during the year. The total outstanding arrears as at 31st March 2025 was £524k, with a provision of £480k set aside for non- collection.
- 5.3 A reduction in the rate to £138.96 per week will be funded from budget growth provided for in the 2026/27 Medium Term Financial Strategy.
- 5.4 The two additional posts are to be funded from the Public Health Grant and budget growth provided for in the Medium Term Financial Strategy.

6.0 Legal Considerations

- 6.1 Brent is aware of the need to consult when the proposals are at a formative stage and to ensure that the feedback received from the consultation is conscientiously taken into account when the ultimate decision is made.
- 6.2 The new strategy will be formulated following engagement with members of the Gypsy, Roma and Traveller communities as well as stakeholder organisations including the Roma Support Group, London Gypsies and Travellers and the Traveller Movement.

7.0 Equity, Diversity & Inclusion (EDI) Considerations

- 7.1 Gypsy, Roma and Traveller communities are protected groups and their experiences of marginalisation, discrimination and disadvantage are well reported at national and local levels. Currently, Brent outlines its commitment to support marginalised groups - through tailoring service delivery and tackling inequality - within the Equity, Diversity and Inclusion Strategy 2024-28; however, we're looking to go beyond this. The report outlines how we will develop specific commitments to support and work with our Gypsy, Roma and Traveller communities to best respond to their needs. The final product will have positive EDI implications for the community and around community cohesion, more broadly. Additionally, the new strategy will be accompanied by an Equality Impact Assessment.

8.0 Climate Change and Environmental Considerations

- 8.1 The selection and improvement of sites will consider ways to bring about positive changes for the communities on environmental matters such as cleaner

air, greener spaces, warmer homes, healthier travel and resilience to adverse climate impacts such as heatwaves, flooding and drought.

- 8.2 The strategy will also promote the ways that the communities can take local environmental action, including support with applications for grants to support such activity.

9.0 Human Resource and Property Considerations

- 9.1 The two new posts that will help realise the new site management approach have been agreed and will be recruited through the standard process.
- 9.2 The new strategy will include a commitment to search for new Gypsy, Roma and Traveller sites and engagement around this will be included within the upcoming strategy consultation. There has also already been progress around this as the council have been working with Three Dragons to identify and assess potential sites. A specific update around the site search will be share with Cabinet in 2026.

10.0 Communication Considerations

- 10.1 To support the consultation and engagement phase there will be a range of general and targeted communications to encourage residents and specific communities to participate and share their voice. This is captured within appendix A.

Report sign off:

Tom Cattermole

Corporate Director of Residents and Housing Services



This plan outlines the proposed approach to engage with Gypsy, Roma and Traveller communities to help develop the upcoming Brent Gypsy, Roma & Traveller Strategy. The plan shares the various engagement methods and topics, each of which will form part of the final strategy.

The aim is to initiate engagement from September (date to be confirmed (TBC)) and conduct a 10-week formal consultation period which will comprise of mixed methods (see Table 1). The approaches for a given session will be tailored for the audience, recognising that we are engaging with different communities.

Strategy development timeline:

- Strategy consultation and engagement: September – November
- Developing a new Brent Gypsy, Roma & Traveller Strategy, Cabinet paper – this paper outlines the direction of travel for, and approach to developing the strategy: 8 September Cabinet meeting
- Final Brent Gypsy, Roma & Traveller Strategy: seeking to complete by the end of 2025

Engagement timeline and process:

- Test engagement approach with key stakeholders: August
 - Roma Support Group – 14 August
 - Traveller Movement – 21 August
 - London Gypsies & Travellers – TBC
- Consultation and engagement goes live: September (Date TBC)
 - Formal 10-week consultation window launched
 - Brent Have Your Say survey live
- Qualitative sessions, dates TBC:
 - Lynton Close residents' session(s)
 - Gypsy, Roma and Traveller communities' sessions
 - Members briefing session
 - Open in-person session(s)
 - Open online session(s)
- Close consultation and engagement: November (Date TBC, subject to launch date)

Provisional consultation and engagement topics:

- Pitch Allocation Policy

- General issues and improving access to services
- Site search and design principles

N.b. there will be additional engagement beyond this plan for a Gypsy and Traveller Health Needs Assessment. The research is provisionally planned for Oct 25 – Jan 26 and will seek to commission an organisation to help:

- *understand the health status of Romani (Gypsy), Roma and Irish Traveller people in Brent.*
- *document their experience of healthcare.*
- *provide recommendations on how Brent Council and the Integrated Care Partnership can better support their health and care needs.*

Table 1: Consultation and engagement methods

Method type	Audience	Description	When will it take place	Where
Brent Have Your Say survey	All Brent residents	Purpose: Open survey to enable anyone to shape the strategy and feedback on the draft Pitch Allocation Policy Provisional focus topics: <ul style="list-style-type: none"> • Pitch Allocation Policy • General issues and improving access to services 	Will be open during the entire consultation window. <ul style="list-style-type: none"> • Start: September • End: November 	Online
In-person engagement sessions	Lynton Close community	Purpose: Engage with the community and capture their feedback Provisional focus topics: <ul style="list-style-type: none"> • Pitch Allocation Policy • General issues and improving access to services • Site search and design principles 	TBC	TBC: At Lynton Close or at another nearby location such as Harlesden Library
	Wider Brent Gypsy, Roma and Traveller communities	Purpose: Engage with these communities and capture their feedback Provisional focus topics: <ul style="list-style-type: none"> • Pitch Allocation Policy • General issues and improving access to services 	TBC Multiple session will be held targeting and tailored for the respective Gypsy,	Locations with the highest concentration of Gypsy, Roma and Traveller

			Roma and Traveller communities. We aim to design these sessions with relevant stakeholder groups.	communities. We want to engage in their places, where it is convenient and comfortable for the communities.
	All Brent residents	Purpose: Engage with Brent residents and capture their feedback Provisional focus topics: <ul style="list-style-type: none"> Pitch Allocation Policy General issues and improving access to services 	In-person session: TBC – likely to be held in October Online session: TBC – likely to be held in October	Civic Centre and online
Members briefing	Members	Purpose: <ul style="list-style-type: none"> Engage with Members and capture their feedback Update Members on activity to develop a new strategy Provisional focus topics: <ul style="list-style-type: none"> Pitch Allocation Policy General issues and improving access to services 	One session: Date TBC	Online
Informal wider stakeholder discussions	Local churches Local schools Other community organisations Local MP	Purpose: <ul style="list-style-type: none"> Informal conversations to understand stakeholder insights about the community Understand how stakeholders work and support Gypsy, Roma and Traveller communities, including opportunities for us to work together Provisional focus topics: <ul style="list-style-type: none"> General issues and improving access to services 	Ad hoc	Ad hoc

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Draft Brent Pitch Allocation Policy

1. Purpose and Legal Framework

This policy sets out how Brent Council will allocate permanent and transit pitches on Gypsy and Traveller sites in a fair, transparent, and consistent way. It is designed to ensure equal access to site accommodation for Gypsy and Traveller communities and is fully aligned with the Council's main housing allocations scheme.

In developing and implementing this policy, the Council has given due regard to its responsibilities under the Public Sector Equality Duty, as set out in Section 149 of the Equality Act 2010. This includes:

- Eliminating unlawful discrimination, harassment, and victimisation (Section 149(1)(a));
- Advancing equality of opportunity between people who share a protected characteristic and those who do not (Section 149(1)(b));
- Fostering good relations between people from different backgrounds (Section 149(1)(c)).

This policy also complies with the following legislation and guidance:
Caravan Sites and Control of Development Act 1960

- Caravan Sites Act 1968
- Mobile Homes Act 1983
- Data Protection Act 2018
- Housing Act 2004
- Human Rights Act 1998
- Housing and Regeneration Act 2008
- Equality Act 2010.

2. Eligibility and Qualification

To qualify for a pitch allocation under this policy, applicants must meet the following criteria:

- Be aged 18 or over.
- Meet the legal immigration and habitual residence requirements in line with the Council's main Allocations Scheme
- Meet the definition of Gypsy or Traveller as established in the Planning Policy for Traveller Sites (PPTS, 2015):

"Persons of nomadic habit of life, whatever their race or origin, including those who have ceased to travel temporarily or permanently due to education, health, or old age."

or

- meet the criteria because of exceptional circumstances and special needs regardless of your previous address

or

- be an existing licence holder on one of Brent's owned sites, wishing to transfer to another Brent owned site.
- Provide evidence to support their status, such as:
 - History of travelling for work or cultural reasons.
 - Ownership or use of caravans or vehicles associated with travelling lifestyle.
 - Confirmation from community groups or support agencies.
 - Not be subject to serious antisocial behaviour that would make them unsuitable for site residency or management.
 - Demonstrate that they do not have alternative secure accommodation suitable for their household's needs.

Applications will be assessed on a case by case basis, with additional consideration given to household health, welfare, and educational needs.

There are groups of applicants that the Council will not allow to join the waiting list. When a decision is made to exclude or remove a household from the list then this decision will be notified in writing indicating their right to request a review of the decision.

2.1 People Aged Under 18

In normal circumstances the Council will not accept waiting list applications from single people, or households, in which there is no-one aged 18 or over. The only exceptions will be as a result of a Court Order.

2.2 Immigration Control

The Council is required to exclude or remove from the waiting list anyone subject to immigration control under the Asylum and Immigration Act 1996. These include asylum seekers, people who have been refused leave to remain in this country and those with no recourse to public funds. Details of the rules are very complex and change from time to time, please ask the Traveller Service if more information is required on the current rules.

2.3 UNSATISFACTORY BEHAVIOUR

An applicant may be excluded or removed from the waiting list on the basis of unsatisfactory behaviour such that the Council could reasonably conclude that the applicant may be an unsuitable tenant. Equally, the law also allows the Council to exclude current tenants access to social housing, where their behaviour has been unacceptable as to provide grounds for an outright court order for possession.

Examples of unacceptable behaviour include **rent arrears** and **anti-social behaviour**.

2.3.1 Rent Arrears

Where existing pitch holders are in arrears of rent sufficient to merit action (e.g. notice to be served) then no offer of a pitch will be valid until/unless an arrangement is made and kept to clear the debt. Any arrangement made must usually be kept for at least 6 months. The waiting list application will be dealt with in the usual way, but any offers will be "suspended" until the relevant caseworker confirms that arrears have been cleared or an arrangement to clear the debt made with the landlord has been kept as agreed. Arrears that have accrued

solely due to the failure to process will not be taken into account for the purposes of eligibility for the waiting list. However, where the delay is the result of a failure to claim or provide the required information in a timely manner, then the subsequent arrears will be taken into account. This exception will require authorisation from the caseworker or equivalent officer/manager.

2.3.2 Anti-Social Behaviour

Where an applicant is deemed to have instigated or participated in anti-social behaviour then they may be excluded from the waiting list. The following is a list of behaviour likely to be deemed to constitute anti-social behaviour. It is not necessary for legal or police action to have been taken against an individual for activities to be considered anti-social. Each applicant is held accountable for the behaviour of all their household members and visitors. The list is not exhaustive and other forms of conduct may also constitute as anti-social behaviour:

- Vandalism and damage to property
- Acts of violence (including domestic violence)
- Drug dealing
- Harassment, including on grounds of race, religion, sexuality, gender, age or disability • Intimidation
- Excessive noise including playing of loud music
- Burglary and theft

The decision to exclude will be taken by the Travellers Officer or equivalent post holder. An application will be reconsidered after one year where there have been no further reported incidents of anti-social behaviour.

3. Banding Structure (A–C)

Band A- Urgent need	<ul style="list-style-type: none"> • Homeless (statutory duty owed) • Severe medical or welfare need • Threatened with eviction from a pitch or unauthorised site • Overcrowding or site conditions pose serious risk to health • Management Transfer
Band B – High Need	<ul style="list-style-type: none"> • Overcrowded on pitch or unsuitable pitch • Moderate health/welfare issues • Lacking secure accommodation • Living on unauthorised encampment without welfare concerns
Band C – General Need	<ul style="list-style-type: none"> • No fixed pitch but no immediate vulnerability • Seeking move for family growth,

	employment, or education reasons • Other applications that meet basic eligibility but no urgent needs
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4. Working Priority (Backdating Rule)

Applicants who are either:

- In employment, or
- Unable to work due to disability will have their priority date backdated by 5 years, in line with the Council's main Allocations Scheme. Verification will include:
 - Wage slips, employment contracts. (Permanent contract: working continuously for 9 out of the previous 12 months. Temporary work / Self-employed; applicants will only qualify if the worker has been employed continuously for 2 years)
 - Disability-related benefits (e.g., PIP, ESA)

5. Application Form and Supporting Documents

Applicants must complete the official Gypsy and Traveller Pitch Allocation Application Form, which requests information including:

- Personal and household details
- Travelling history
- Current accommodation circumstances
- Health and welfare considerations
- Employment status (to assess backdating eligibility)

Applicants should provide all relevant supporting documents such as ID, medical reports, evidence of employment or disability benefits, and any other documentation requested to verify eligibility.

Failure to provide sufficient information or documents may delay or prevent progress of the application.

6. Assessment of Application

All valid applications will be reviewed by the Social Housing Assessments and Lettings Team. All assessments are made using the personal information and circumstances declared only - no opinions or assumptions will be made.

All applications awarded a priority band will be entered on to the waiting list. When a pitch becomes available, they will be advertised for a set period of time and applicants may express interest by bidding through Locata.

If at any time during the application process, there are any changes to your circumstances or the information provided on the application form, you must tell Brent Council as soon as possible and your application will be reviewed considering these changes.

It is your duty to keep your caseworker informed, by telephone, letter or email. If you fail to keep your contact details up to date you may miss out on a pitch offer or be removed from the waiting list.

7.Verification Checks

Following the acceptance of your application, appropriate steps will be taken to verify the information provided by you and background checks completed to confirm suitability for a pitch or site. As part of your application, you have provided your consent for us to complete appropriate due diligence, and verification checks on the information you have provided to us.

These checks may include but are not limited to:

- references from previous landlords, local authorities or housing associations
- credit checks or checks with other local authorities to identify any arrears owed to other public sector partners and to confirm the pitch rent is affordable
- checks with other information systems administered by Brent Council.
- checks with the Department of Work and Pensions to verify the payment of benefits
- checks with schools
- check with doctors or hospitals for confirmation of medical conditions
- checks with local Police.

The results of any checks will be confidential, however if an application is refused because of these checks, applicants will be notified and explained the decision in accordance with the Data Protection Act 2018.

8. Management of Allocations and Offers

Allocations will be made in line with banding priority and suitability of available pitches. Applicants will be invited to visit the site and pitch they are applying for before agreeing to the terms and conditions set out in the Pitch Licence Agreement.

- Offers will be made in writing, including details of the pitch and terms of occupation.
- Applicants are expected to respond within 48 hours.
- Refusal of a reasonable offer without good cause may result in suspension or removal from the register.
- Allocations will be coordinated with site management teams to ensure appropriate placement and support.

8.1 Transfers AND Exchanges

The Social Housing Assessments and Lettings Team Leader reserves the right to use a vacant pitch to resolve a demonstrable management need to transfer an existing resident (for example where a large pitch becomes vacant, this could be used to relieve overcrowding on another pitch by transferring an existing resident) as long as the resulting vacancy also meets the needs of the new applicant at the top of the waiting list.

- Existing site residents with a license can exchange pitches either on the same site or different sites. Both license holders must agree to the exchange and it is **MUST** be authorised by site management.

- Existing site residents living in a bungalow or a pitch can exchange with each other.

The resident living in the bungalow would have to surrender their tenancy and the incoming bungalow occupier would sign a fresh tenancy agreement. The outgoing pitch licensee would terminate his/her license, and the incoming licensee would sign a fresh agreement. As with mutual exchanges within the general rented stock, the Social Housing Assessments and Lettings Team Leader reserves the right not to authorise exchanges where there are existing breaches of license conditions or where there is reason to think that the result of a proposed exchange is likely to make the safe and effective management of the site more difficult to achieve.

In which case the Team Leader will provide reasons for a refusal to agree an exchange in writing to both residents concerned, who may appeal in writing if they are not satisfied with the explanation provided. This appeal will be considered by Brent Council's Reviews Team in line with the criteria set out in the 'Reviews' section below.

9. Equality and Diversity

The Council is committed to ensuring that this policy is applied fairly and without discrimination on grounds of race, ethnicity, gender, disability, sexual orientation, religion, or any other protected characteristic.

Romany Gypsies, Irish Travellers and Scottish Travellers are recognised as ethnic groups for the purpose of the Equality Act 2010.

As a public sector organisation, the council follows the Public Sector Equality Duty under the Equality Act 2010. In the exercise of its functions, the council has due regard to the need to:

- eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
- 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.

The council recognises the diverse needs of our communities and is committed to promoting equality of opportunity and fair access to all.

The council aims to provide a safe environment for Gypsy and Traveller communities to live and thrive in Brent by allocating pitches on a fair and consistent basis.

10. Requesting a Review

When a decision is made to exclude or remove a household from the waiting list then this decision will be notified in writing indicating the right to request a review. Any request for a review should be made in writing within 21 days of the decision letter. If a request for review is out of time then the Reviews and Appeals Manager determining the review may agree to undertake the review if he/she considers there is good cause for the lateness of the request. The review will be conducted by the Reviews and Appeals Manager of Brent Council as an independent authority. The result of the review will be notified to the applicant in writing

within 56 days of receipt of the review request or receipt of requested evidence, whichever is the later.


11. Confidentiality and Data Protection

- All personal information provided in applications will be handled in accordance with the Data Protection Act 2018 and UK GDPR.
- Information will only be used for the purposes of assessing eligibility, allocating pitches, and managing tenancies.
- Data may be shared with other council departments or partner agencies only where necessary and with appropriate safeguards.

12 . Policy Review

- This policy will be reviewed every 3 years or sooner if changes in legislation or local circumstances require it.
- Stakeholders, including Gypsy and Traveller representatives, will be consulted during the review process.

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 Brent	Cabinet 8 September 2025
	Report from the Corporate Director of Resident and Housing Services
	Lead Member – Cabinet member for Customer Experience, Resident Support and Culture (Councillor Promise Knight)
Inter Authority Agreement Brent, Barnet and Harrow Mortuary Service	

Wards Affected:	All
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
List of Appendices:	One Appendix 1: Inter Authority Agreement Shared Mortuary Service 2025
Background Papers:	None
Contact Officer(s): (Name, Title, Contact Details)	Mandy Brammer, Head of Registration & Bereavement Services, Superintendent Registrar / Designated Individual 020 8937 1766 mandy.brammer@brent.gov.uk

1.0 Executive Summary

- 1.1. Brent Council operates a public mortuary located within the grounds of Northwick Park Hospital as a shared service arrangement with Barnet and Harrow Councils, all of which are within the jurisdiction of the North London Coroner.
- 1.2. This report proposes the continuation of the shared service and seeks Cabinet approval for Brent to enter an Inter Authority Agreement (IAA) with Barnet and Harrow for a new shared service arrangement at Northwick Park from October 2025 – October 2040 with a Break Clause after 10 years.

2.0 Recommendation(s)

That Cabinet:

- 2.1 Agrees that a public mortuary service should continue to be provided by Brent Council at Northwick Park on behalf of Brent, Barnet and Harrow Councils.
- 2.2 Approves to delegate authority to the Corporate Director of Residents and Housing Services in consultation with the Chief Legal Officer and the Chief Finance Officer to agree and finalise the terms of the Inter Authority Agreement (see Appendix 1 - IAA 2025), and to take all necessary action to implement the proposed shared service arrangement.

3.0 Detail

3.1 Cabinet Member Foreword

- 3.1.1 As part of the Council's shared commitment to providing dignified, efficient, and compassionate services to all residents, this proposal details the arrangement for a continued cross-borough agreement on mortuary services.
- 3.1.2 The sensitive nature of mortuary services demands the highest standards of professionalism, respect, and resource management. With Brent's provision of this statutory service, our boroughs can ensure that these essential services are delivered with consistency, efficiency, and the utmost care during some of the most difficult moments families face.
- 3.1.3 A collaborative approach allows us to pool resources, share expertise, and streamline operations, ultimately enhancing the quality of service while managing costs responsibly. This agreement reflects our dedication to working beyond borders for the well-being of our communities and sets a foundation for future partnerships across other vital public services.
- 3.1.4 This cooperation will foster stronger bonds between our boroughs and improve outcomes for residents, staff, and stakeholders alike.
- 3.1.5 This IAA will ensure every individual is treated with dignity and respect, upholding the values that define our public service ethos.

3.2 Background

- 3.2.1 The Public Health Act 1936, Section 198, places a duty on local authorities to provide mortuary and post-mortem facilities for H.M. Coroner. Brent Council meets this duty by providing a mortuary at Northwick Park Hospital (the Site). This service sits within the Resident and Housing Services Directorate. In the event of a mass fatality incident, the Site is designated as a disaster mortuary for North London.
- 3.2.2 Brent and Harrow Councils jointly hold the Site under a 99 year lease from the Secretary of State which expires on 25 December 2080. A formal agreement, from 1983, was entered between both Councils setting out the joint

arrangements for the management, finance, governance and termination. Barnet Council, following a review of their mortuary arrangements, joined the consortium in October 2015 (cabinet paper 16th March 2015)

The three councils entered into an updated shared service agreement dated 13th October 2015 for a duration of ten years. Brent Council has continued to manage the shared service on behalf of the three councils on the terms agreed and that is to expire on 12 October 2025.

- 3.2.3 The three councils, under the current shared service agreement, agreed that each council would contribute a modest proportion of the revenue savings each year to a refurbishment reserve fund that is intended to provide sufficient funds for future capital refurbishment costs. However, given that the current agreement is about to expire officers are proposing for a new tri-borough Inter authority agreement (IAA) to commence from 13 October 2025 so services can continue to be provide following the end of the current agreement on 12 October 2025, and carry out the works set out below.
- 3.2.4 The Northwick Park Mortuary, originally built with foresight to accommodate potential increases in post-mortem demands is now nearing a critical stage of expansion and therefore, Officers have begun a major refurbishment (to be completed by Autumn 2027) that will increase storage capacity by 80 refrigerated and freezer spaces. This expansion is expected to also address the shortage of larger bariatric storage units, ensuring we continue to meet the diverse needs of our communities.
- 3.2.5 Officers have discussed the need for the councils to share the capital costs of this expansion between them as it will provide a significant financial benefit, reducing the burden of infrastructure investment that would have otherwise been borne individually. In addition, each council will contribute a portion of the revenue savings to a refurbishment reserve fund, designed to secure the long-term sustainability of the service and provide for future capital works.
- 3.2.6 Under the new IAA, Brent Council will continue the management of the shared service on behalf of Harrow and Barnet councils, overseeing coordination, staffing, and operational responsibilities. As part of this arrangement, a percentage of Brent's management costs will be allocated to the shared revenue budget, ensuring that resources are effectively deployed to maintain operational excellence.
- 3.2.7 This cross-borough collaboration represents a proactive approach to ensuring the future resilience and efficiency of mortuary services, while maintaining the high standards of care and service our residents deserve.
- 3.2.8 In agreement with Harrow, Brent and Barnet's preference is that service governance is through quarterly review meetings between commissioning officers for each borough.
- 3.2.9 HM Coroner for North London, Mr Andrew Walker, continues support for the tri borough arrangement at Northwick Park.

4.0 Stakeholder and ward member consultation and engagement

- 4.1 Brent convenes a quarterly Strategic Monitoring Board meeting with Barnet and Harrow Council representatives. These proposals have been considered regularly at that Board Meeting.

5.0 Financial Considerations

- 5.1 The 99 yrs lease is held on a peppercorn rent. This is a nil cost.
- 5.2 The financial responsibility for operating a statutory mortuary service is shared by the three Councils. This includes not only the day-to-day running of the service and contributions to capital costs for future expansion of mortuary capacity, but also the shared burden of unexpected additional expenditures. These may include exceptional and unforeseen capital costs for storage equipment, which are funded without recourse to borrowing.
- 5.3 Initially, each authority contributed to the running costs on a per capita basis. However, this approach was disproportionately weighted towards Barnet, which is the most populous but only the second-highest user of the facility. It was also overly lenient towards Harrow, the least populous and without a major receiving hospital. Currently, costs are apportioned by borough and based on facility usage from the previous year.
- 5.4 For the financial year 2025/26, the full-year forecast stands at £556,800. This forecast includes all mortuary (and related) operational Costs for year (inc. Establishment posts, space rental for Contingency Freezers).
- 5.5 The 2025/26 administration recharge has been calculated as £24,356, the management recharge is £36,613 and the operations recharge is £341,227. These figures are recalculated each year based on current costs. The terms of the IAA state that 95% of the total due for the year is payable in the first invoice (month 1), the remainder (5% - assuming no overspend) is payable in Month 13 following the final outturn.

6.0 Legal Considerations

- 6.1 Section 198 of the Public Health Act 1936, places a duty on local authorities to provide mortuary and post-mortem facilities for H.M. Coroner.
- 6.2 Such an establishment must hold a mortuary licence issued by the Human Tissue Authority, for which the maintenance of standards of tissue control, disposal, documentation and systems are required, in addition to standards around the facilities and competencies of staff.
- 6.3 The recommendation in this report is for the Council to enter into an Inter Authority Agreement (IAA) with Barnet and Harrow Councils. The Council is able to enter into an IAA pursuant to section 1 of the Local Authority (Goods and Services) Act 1970 ("1970 Act") which provides that local authorities may enter into contracts to provides goods and services to other public bodies. Barnet and Harrow both fall within the meaning of 'public bodies' as defined by the 1970 Act.

- 6.4 Officers are required under Contract Standing Order 87, and before entering into any arrangement, to comply with the relevant requirements of Financial Regulation in Part 2 of the Council's Constitution; seek the advice from the Director of Law and the Corporate Director, Finance and Resources and obtain Cabinet's (or if appropriate the General Purposes Committee) approval where:
- (ii) the gross cost to the Council of providing the relevant goods, services or works under the contract is estimated to exceed £1m per annum calculating the full costs over the term of the contract (including any period of extension(s) anticipated by the contract); or
- 6.5 The shared service arrangement will operate under an Inter Authority Agreement to be entered into by the three councils. This will set out the financial arrangements, as well as the legal and contractual obligations applicable to the parties.
- 6.6 The mortuary building is held in the joint names of Brent Council and Harrow Council under a 99 year lease granted at a nominal rent by the Secretary of State on 10th June 1982. The new consortium agreement made Barnet Council a party to the lease. As there is a prohibition against a disposal of the lease it has to be varied by the freeholder, London North West Healthcare NHS Trust, in conjunction with the Lessees to enable the mortuary lease to be held jointly with Barnet Council.

7.0 Equity, Diversity & Inclusion (EDI) Considerations

- 7.1 The Parties to this Agreement recognise the paramount importance of ensuring that all mortuary services are delivered in a manner that respects and upholds the principles of equity, diversity, and inclusion. Each Party commits to providing services that are accessible and culturally sensitive to the diverse populations served, including but not limited to individuals of varying cultural, religious, spiritual, linguistic, gender, and socioeconomic backgrounds.

Respect for cultural and religious death practices are integrated into service protocols to honour the dignity of deceased individuals and the bereaved families.

- 7.2 Mechanisms for receiving and addressing concerns related to equity, diversity, or inclusion will be established and maintained to uphold accountability and continuous improvement. The Parties also commit to engaging with diverse community stakeholders, including Indigenous peoples and faith leaders, to guide and inform culturally responsive practices. Regular review of EDI outcomes will be conducted collaboratively to identify and address any barriers to equitable access, thereby ensuring that mortuary services remain inclusive, respectful, and responsive to the needs of all communities within the scope of this Agreement.

8.0 Climate Change and Environmental Considerations

- 8.1 All three boroughs recognise the importance of minimizing the environmental impact of mortuary services and commit to integrating sustainable practices that reduce greenhouse gas emissions, conserve resources, and promote environmental stewardship.
- 8.2 This includes adopting energy-efficient operations, responsible waste management, water conservation, and exploring eco-friendly technologies and alternative methods such as green burials. The Boroughs collaborate to ensure compliance with environmental regulations, continuously review practices to align with climate change mitigation goals, and support innovation to deliver environmentally responsible mortuary services under this Agreement.

9.0 Human Resources/Property Considerations

- 9.1 The provision by Brent of the Service to Barnet and Harrow through the Shared Service from the Commencement Date are Brent employs. The Employees shall be entitled to be members of the Local Government Pension Scheme ("LGPS") during the Term.

Brent is responsible for all remuneration, benefits, entitlements and outgoings in respect of the Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, from the Commencement Date to the expiry or termination of this Agreement.

10.0 Communication Considerations

None

Report sign off:

Tom Cattermole

Corporate Director of Resident and Housing
Services

THIS Agreement is made the day of 2025

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT** of Brent Civic Centre, Engineers Way, Wembley HA9 0FJ ("**Brent**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of Harrow Hub, Forward Drive, Harrow, HA3 8FL ("**Harrow**");
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, Colindale. NW9 4EW ("**Barnet**"),

together known as the parties to this Agreement ("**The Parties**").

WHEREAS:

- (A) The Public Health Act 1936 grants local authorities the power to provide a mortuary for the reception and storage of dead bodies together with facilities for post mortem examination in their respective areas and if the Secretary of State requires, local authorities must provide a mortuary.
- (B) The Parties have each decided that their respective strategies and objectives will be best achieved by operating a shared Mortuary Service ("**Shared Service**"), hosted by Brent at Northwick Park Hospital Mortuary. The Parties agree that it will be a genuine shared Mortuary Service for the duration of the Agreement.
- (C) Barnet and Harrow have commissioned Brent to provide the Service on behalf of Barnet and Harrow. Brent has the power to provide mortuary services to Barnet and Harrow by virtue of section 1 of the Local Authorities (Goods and Services) Act 1970.
- (D) The Parties agree that this arrangement will assist in achieving Best Value in Brent, Harrow and Barnet by maximising economies of scale and cost efficiencies for all councils and so have agreed that in order to achieve this the provision of the Shared Service by and for the Parties and the costs of doing so will be shared between the Parties as more particularly set out in this Agreement.
- (E) Brent and Harrow have a pre-existing 99-year lease dated 10 June 1982 (which commenced on 25 December 1981) entered into with the then Secretary of State for Social services at Northwick Park Hospital on which the Mortuary is sited. The Lease permitted Brent and Harrow to erect and operate a public mortuary on that land (hereinafter referred to as "**the Lease**").
- (F) Brent, Harrow and Barnet wish to increase the capacity of the mortuary at Northwick Park Hospital and have agreed to enter into a further lease (hereinafter referred to as "**the Further Lease**") of land adjacent to the current mortuary site with the [insert] for a term equivalent to the unexpired residue of the Lease, with both the Lease and Further Lease expiring on the same date.
- (G) Brent, Harrow and Barnet will fund the fit out of the expanded mortuary at Northwick Park Hospital.
- (H) Barnet and Harrow have therefore resolved to enter into this Agreement for the continued provision of the Shared Service. Brent has resolved to enter into this Agreement to provide the Shared Service to Barnet and Harrow.
- (I) This Agreement sets out the terms on which Brent will manage and deliver the Shared Service to Barnet and Harrow.

IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

1.1 The following definitions shall apply and have effect in relation to the words and expressions used in this Agreement and the interpretation and construction of this Agreement.

"1972 Act"

means the Local Government Act 1972;

"1989 Act"

means the Local Government and Housing Act 1989;

"1999 Act"

means the Local Government Act 1999;

"2014 Regulations"

means the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014;

"Agreed Variation Notice"

is a variation notice which has been agreed in accordance with Clause 21;

"Best Value"

means each Party's duty to secure economy, efficiency and effectiveness in delivery of the Shared Services pursuant to section 3 of the 1999 Act;

"Business Continuity Plan"

means any plan prepared pursuant to clause 29 (Business Continuity), as may be amended from time to time. As at the date of this agreement Brent's Business Continuity Plans include: i) Mortuary Service Business Continuity Plan; ii) London Resilience Mass Fatality Plan; iii) Designated Disaster Mortuary Process Map; and

"CEDR"

means the Centre for Effective Dispute Resolution;

"Charges"

means the payments made to Brent by Barnet and Harrow in accordance with Clause 11;

"Codes of Practice"

means any guidance issued by the Human Tissue Authority (as amended or updated from time to time) in connection with the provision of the Services;

"Commencement Date"

means 13 October 2020;

"Consents"

means all permissions, consents, approvals, certificates, permits, licences and authorisations required for the performance of the Service in accordance with this Agreement and consents of Service Users, the court or as may be required to comply with the Codes of Conduct;

"Contract Managers"

means the Senior Officer at Brent appointed in accordance with Clause 3.10, the Senior or Authorised Officer at Barnet appointed in accordance with Clause 3.11, and the Senior Officer or Contracts Manager at Harrow appointed in accordance with Clause 3.12;

"Core Budget"

has the meaning set out at Appendix 2 (Charging Provisions);

“Data”

Means any data (including metadata), record, document or information howsoever stored which is communicated in writing, orally, electronically or by any other means by Brent, its staff, sub-contractors and agents relating to the Service and the Agreement;

“Data Controller” and “Data Processor”

means the same as set out in the Data Protection Act 1998;

“Day(s)”

means a calendar day unless specifically noted to be a Working Day;

“Data Protection Act”

means the Data Protection Act 2018 and any successor legislation;

“Data Protection Legislation”

means the Data Protection Act 2018 and the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time;

“Default”

means a breach of the Agreement which does not amount to a Fundamental Breach;

“Dispute Resolution”

means the dispute resolution process set out in Clause 20;

“Emergency”

means war or terrorism which threatens serious damage to the security of the UK or an event or situation causing or, in the reasonable opinion of a party, threatening to cause serious damage to human welfare or the environment or death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment or giving rise to financial losses as specified in the Civil Contingencies Act 2004, in each case on a scale beyond the capacity of the emergency services or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services;

“Employees”

means the employees listed in Appendix 7;

“Employee Liability Information”

means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE;

“Employment Claim”

has the meaning given in Clause 6;

“EI Regulations”

means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;

“Exit Plan”

means a document agreed between the Parties in accordance with Appendix 5;

“Expansion Costs”

means as described in Appendix 2, Annex 1;

“Expenditure”

has the meaning set out at Appendix 2;

“Expiry Date”

means 12th October 2035;

“Extension Period”

means an extension to the duration of the Agreement in accordance with Clause 2.2;

“Financial Year”

means any year during this Agreement commencing on 1 April and finishing on 31 March;

"FOI Act"

means the Freedom of Information Act 2000;

"Force Majeure"

has the meaning given in Clause 17;

"Fundamental Breach"

means:

- a) a breach of Clause 12.1;
- b) three or more Defaults in a six month period;
- c) a default which is not capable of remedy in accordance with Clause 15 and which has or will have a material adverse impact on the affected Party/Parties;

"Future Provider"

A provider of the Services or part thereof or of services substantially the same as the Services or part thereof upon the cessation of provision thereof by Brent;

"Guidance"

means any applicable guidance or directions with which Brent is bound to comply;

“HTA”

means the Human Tissue Authority

"Intellectual Property Rights"

means any and all patents, trade marks, service marks, copyright, database rights, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;

“Legislation"

means any one or more of the following:

- a) any Act of Parliament;
- b) any subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; and
- c) any exercise of the Royal Prerogative;

in each case in the United Kingdom;

"Losses"

has the meaning given in Clause 6.3;

"Material Breach"

means a breach of the terms of this Agreement of sufficient significance to impede the effective delivery of the Service, or which creates a significant risk for a Party, or causes Barnet or Harrow significant losses or costs;

"Mediator"

means a mediator appointed in accordance with Clause 20;

"Major Emergency Plan"

means Barnet's and/or Harrow's procedures for responding to, dealing with and recovering from an incident/Emergency (as updated from time to time);

"Model Procedure"

has the meaning given in Clause 20.4;

"MOP"

means a Mortuary Operating Procedures set out at Appendix 4

"Mortuary Manager" means Brent Council's authorised officer being the Head of Mortuary and Bereavement Operations

"Notice of Termination"

means a notice to terminate this Agreement served in accordance with Clause 16;

"Personal Data"

has the meaning ascribed to it in the Data Protection Act 2018;

"Potential Transferring Employees"

has the meaning given in Appendix 5 Clause 5.3;

"Premises"

Means the public mortuary located on the grounds of Northwick Park Hospital, Watford Road, Harrow HA1 3UJ;

"Redundant"

means redundant as defined in section 139 of the Employment Rights Act 1996;

"Relevant Transfer"

a transfer to which TUPE applies;

"Returning Services"

the Service or part thereof, or services substantially the same as the Service or part thereof upon cessation of provision thereof by Brent, which will continue to be provided by Barnet, Harrow or each of their respective Future Providers

"Senior or Authorised Officer"

means in relation to Barnet either the Head of Service, Assistant Director or Executive Director for Barnet; in relation to Brent Operational Director, Resident Services; and in relation to Harrow the Head of Environmental Operations or Director of Environment

"Service"

means the mortuary service to be delivered by Brent for Barnet and Harrow described at Appendix 1;

"Service Standards"

means the standards to be applied at all times in the provision of the Service by Brent, including the service standards set out in Appendix 1 (Description of the Service) and Appendix 4 (Operational Matters);

"Service User(s)"

means relatives of the deceased, undertakers, general practitioners, pathologists and emergency services with whom the Shared Service will liaise, co-operate or interact with in the provision of the Services.

"Staff"

means any employee who delivers the Service (including the Employees);

"Strategic Monitoring Board" or "SMB"

means the board established in accordance with Clause 3.6 and Appendix 3;

"Term"

means the duration of the Agreement from the Commencement Date to the Expiry Date or the end of the Extension Period agreed in accordance with Clause 2;

"Termination"

means termination of the Agreement in accordance with Clause 16;

"Transferring Employees"

an employee who transfers to Barnet, Harrow or a Future Provider on a Relevant Transfer;

"TUPE"

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended;

"Variation Notice"

means a notice served in accordance with Clause 21.2;

"Working Day(s)"

means a day on which clearing banks in the City of London are (or would be but for strike, lock-out or other stoppage affecting particular banks generally) open during banking hours.

1.2 In this Agreement except where the context otherwise requires:

1.2.1 the masculine includes the feminine and vice-versa;

1.2.2 the singular includes the plural and vice-versa;

1.2.3 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;

1.2.4 any reference to any enactment, order, regulation, code, guidance or other similar instrument shall be construed as a reference to the enactment, order, regulation, code, guidance or instrument as amended, replaced, consolidated or re-enacted;

1.2.5 headings are for convenience of reference only;

1.2.6 words preceding include, includes, including and included shall be construed without limitation by the words which follow those words; and

1.2.7 the Appendices to this Agreement form part of this Agreement.

1.3 Save as otherwise expressly provided, nothing contained or implied in this Agreement shall prejudice, affect or otherwise fetter the rights, powers, duties and obligations of any Party in the exercise of its functions as a local authority.

1.4 Notwithstanding any other provisions of this Agreement, no Party shall be entitled to claim an amount, include a figure in a calculation, or recover a cost to the extent that it had already been accounted for, included, or recovered pursuant to this Agreement or otherwise.

2 Start and duration of this Agreement

2.1 Subject to Clause 2.2 this Agreement will start on the Commencement Date and will remain in force for a minimum period of ten years until the Expiry Date unless terminated earlier in accordance with the provisions of this Agreement.

2.2 The Parties will review the Agreement at the expiry of eight (8) years and six (6) months after the Commencement Date. Following such review, the Parties may agree to extend the terms of this Agreement for a further period of up to five (5) years and if so a Party shall serve written notice on the other Parties no later than twelve (12) months before the Expiry Date of any intention to extend the term by offering an Extension Period under this Clause 2.2.

2.3 Within 56 Days of receiving an offer of an Extension Period the Parties to whom the offer is made shall serve written notice on the other Parties indicating whether that Party wishes to continue to participate in the Shared Service arrangement under this Agreement during the proposed Extension Period.

2.4 If one Party does not accept the offer of an Extension Period, this Agreement will terminate on the Expiry Date.

2.5 If the other Parties accept the offer of an Extension Period, this Agreement shall continue in force on the terms set out in this Agreement or on such varied terms as may be agreed in accordance with Clause 21 of this Agreement.

2.6 The Parties acknowledge that should Brent elect during the Term of this Agreement to step down as Lead authority with regards to the management of the Shared Service, then it (Brent) shall be entitled to offer Barnet or Harrow the opportunity to act as the lead party to continue the Shared Service provision. Any such decision by Brent, shall be communicated to the Strategic Monitoring Board as soon as reasonably practicable so as to allow the other parties the opportunity to consider their options.

3 Governance

3.1 Barnet warrants that it has validly resolved to enter into this Agreement, and copies of the relevant resolutions of Barnet are attached at Appendix 6 of this Agreement and that to the best of its knowledge and belief it has not received notification of any call in, scrutiny or legal challenge to that resolution and that such resolution remains valid.

- 3.2 Harrow warrants that it has validly resolved to enter into this Agreement, and copies of the relevant resolutions of Harrow are attached at Appendix 6 of this Agreement and that to the best of its knowledge and belief it has not received notification of any call in, scrutiny or legal challenge to that resolution and that such resolution remains valid.
- 3.3 Brent warrants that it has validly resolved to enter into this Agreement and copies of the relevant resolutions of Brent are attached at Appendix 6 of this Agreement and that to the best of its knowledge and belief it has not received notification of any call in, scrutiny or legal challenge to that resolution and that such resolution remains valid.
- 3.4 The Parties confirm that the Service shall be delivered through the Shared Service under the terms of this Agreement.
- 3.5 The Parties confirm that subject to the terms of this Agreement the delivery of the Service and the expenditure of the costs directed to the provision of the Service in accordance with Appendix 2 shall be the responsibility of the Shared Service.
- 3.6 The Parties will establish a Strategic Monitoring Board with the overall purpose of monitoring, directing, advising and securing adherence to the effective performance of the Agreement and the delivery of the Service.
- 3.7 The Strategic Monitoring Board will have the membership and terms of reference as set out at Appendix 3 of this Agreement provided always that the Parties may agree at any time to amend the membership and/or the terms of reference of the Strategic Monitoring Board.
- 3.8 The Parties agree that they shall seek to operate this Agreement through consensus wherever possible and shall use the Strategic Monitoring Board as a forum for discussing and seeking to resolve any issues, concerns or complaints arising in relation to the operation of this Agreement.
- 3.9 The Parties agree that they will therefore use reasonable endeavours to seek to resolve any issues, concerns or complaints arising in relation to the operation of this Agreement through the Strategic Monitoring Board before seeking to invoke any of the provisions of this Agreement relating to Default, Termination or Dispute Resolution.
- 3.10 Brent will appoint a Senior Officer who will take day to day management decisions relating to the Service.
- 3.11 Barnet will appoint a Senior Officer as the Contract Manager for the Service in relation to delivery of the Service to Barnet.
- 3.12 Harrow will appoint a Senior Officer as the Contract Manager for the Service in relation to delivery of the Service to Harrow.

4 The Agreement

- 4.1 This Agreement sets out all the terms and conditions which the Parties have agreed regarding the provision of the Service and supersedes any representations, documents, negotiations or understandings, whether oral or written, made, carried out or entered into before the date of this Agreement.

4.2 The Parties have satisfied themselves in relation to any matters or information which they are relying upon in deciding to enter into this Agreement save where the Parties have warranted matters, in Clauses 3.1, 3.2 , 3.3 and 6.2.

4.3 The Parties agree that (except for any liability which a Party has under or in respect of any breach of this Agreement in particular but not limited to the provision of the Service in accordance with the Service Standards, of any liabilities relating to fraud, death, personal injury or any other liability which cannot be excluded or limited by law and Clauses 10.6 and 10.7), no Party shall owe any duty of care or have any liability in tort or otherwise to any other Party in respect of, arising out of or in any way relating to the transactions contemplated by this Agreement, provided that nothing in this Clause 4 shall exclude any liability for, or remedy in respect of, fraudulent or negligent misrepresentation.

5 **Objectives and Partnership Working**

5.1 The Parties shall establish, develop and implement their collaborative relationship with the objective of:

5.1.1 implementing the Service from the Commencement Date and within the Core Budget agreed by Strategic Monitoring Board at the start of the year set out in Appendix 2;

5.1.2 providing high quality Service and in accordance with the Service Standards;

5.1.3 commitment to people including Staff and Service Users of the Service; and

5.1.4 delivering long term savings and benefits to all Parties equally.

5.2 The objectives are to be kept under review through meetings and effective communication.

5.3 The Parties agree to adopt a systematic approach to partnership working and problem resolution which is based on:

5.3.1 achieving solutions for the benefit of Service Users and to achieve Best Value for each Party equally;

5.3.2 trust, fairness, mutual co-operation, dedication to agreed common goals and an understanding of each Party's expectations and values;

5.3.3 seeking solutions without apportioning blame;

5.3.4 mutually beneficial outcomes;

5.3.5 treating the Parties as equals in the dispute resolution process;

5.3.6 a mutual acceptance that adversarial attitudes waste time and money; and

5.3.7 all Parties being equal stakeholders.

6 **Staffing**

- 6.1 The Parties acknowledge the provision by Brent of the Service to Barnet and Harrow through the Shared Service from the Commencement Date and that Brent employs the employees listed in Appendix 7 ("the Employees") for the delivery of the Services.
- 6.2 The Employees shall be entitled to be members of the Local Government Pension Scheme ("LGPS") during the Term.
- 6.3 Brent hereby indemnifies Barnet and Harrow and/or any Future Provider against all costs, claims, liabilities and expenses (including reasonable legal expenses) ("Losses") suffered or incurred by it or them which arise from claims by Employees or Transferring Employees by any trade unions, elected employee representatives or staff associations in respect of all or any such employees which losses relate to pension rights in respect of periods of employment on and after the Commencement Date until the date of termination or expiry of this Agreement or arise out of the failure of Brent to comply with the provisions of this Clause 6 before the date of termination or expiry of this Agreement and the Parties agree that Clause 24 (Contracts (Rights Third Parties)) of this Contract shall not apply to this 6.3.
- 6.4 Brent shall be responsible for:
- 6.4.1 all remuneration, benefits, entitlements and outgoings in respect of the Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, from the Commencement Date to the expiry or termination of this Agreement;
- 6.4.2 for the avoidance of doubt, all liabilities of the LGPS in respect of the current Employees from the Commencement Date up to and including the expiry or termination of this Agreement and any contributions required in accordance with the regulations supporting the LGPS. In the event that prior to, or on the termination of the Agreement, some or all of the provision of the Service provided by Brent to Barnet or Harrow is provided by Barnet or Harrow or a Future Service Provider, the Transferring Employees shall be entitled to join, or in the case of Transferring Employees who are employed by a Future Service Provider, shall be offered membership of, the LGPS after the transfer of their employment pursuant to TUPE. Any pension deficit which is payable to the LGPS by Barnet or Harrow in connection with the transfer of the Transferring Employees shall be paid by Barnet or Harrow as the case may be to the LGPS in periodic instalments ("Pension Deficit Payment"). Brent shall reimburse Barnet and / or Harrow for the cost of the Pension Deficit Payment through a lump sum payment of such amount as determined by the actuary to the relevant fund of the LGPS by electronic transfer within (7) Days of Brent receiving written notification that such payment shall be made, which shall be deemed to cover the full Pension Deficit Payment.
- 6.5 Unless otherwise agreed between Brent and the trade unions recognised in respect of the Employees, Brent agrees that if it seeks to vary the terms and conditions of employment of any Employee following the Commencement Date, it shall comply with its consultation obligations as the employer of the Employees and conduct all reasonable negotiations with such recognised trade unions. The Parties agree that Brent may make such changes to the Employees' terms and conditions of employment as are necessary for economic, technical or

operation reasons to effectively manage the organisational structure of its workforce provided always that Brent complies to the fullest extent its legal obligations including without limitation TUPE and the 2014 Regulations.

- 6.6 Brent shall indemnify Barnet and / or Harrow against all Losses incurred by Barnet or Harrow in connection with or as a result of any claim or demand by or on behalf of any of the Staff (whether in contract, tort, or under statute) including, without limitation, any Employment Claims in each case arising directly or indirectly from any act, fault or omission of Brent in respect of any such employee for the period from the Commencement Date to expiry or termination of this Agreement, provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of Barnet and / or Harrow.
- 6.7 If the circumstances under which the Services are provided are such that Brent's officers, employees, agents or sub-contractors are exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974 working on those Services (for the purposes of this sub-Clause the "Act"), by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (for the purposes of this sub-Clause the "Order"), then Brent shall to the extent permitted by Legislation or Guidance use reasonable endeavours to ensure that such officers, employees, agents or sub-contractors shall provide information in accordance with the Act and Order about convictions which would otherwise be spent under the provisions of the Act and shall undertake checks of the appropriate level with the Disclosure and Barring Service, in respect of all such individuals ("DBS Checks").
- 6.8 Brent shall to the extent permitted by Legislation or Guidance disclose to Barnet and Harrow the details of all convictions and DBS Checks of such officers, employees, agents or sub-contractors and in the event that such checks reveal that any of them have relevant convictions or other relevant criminal record(s), Barnet and / or Harrow may direct that such persons should be removed from the provision of the Services, provided always that, if such person is an Employee and such convictions or other criminal record(s) are revealed within the period of 3 months from the Commencement Date, Barnet and / or Harrow shall indemnify Brent against all Losses and/or Employment Claims incurred by Brent in connection with or as a result of any removal from the provision of the Services.
- 6.9 On expiry or termination of this Agreement the Parties agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any service equivalent to a Service (including the Returning Services) by Barnet and / or Harrow or any Future Provider but the position shall be determined in accordance with the law at expiry or termination and this clause is without prejudice to such determination. The Parties agree that the provisions of Appendix 5 will apply.
- 6.10 The Parties agree that during the Term were any vacancy arises in the Shared Service (including where the Shared Service requires additional or replacement Staff or otherwise) any vacancy shall, in the first instance, be advertised internally and Brent shall provide employees of Barnet and Harrow with an opportunity to apply for the vacancy.
- 6.11 If, as a result of a reduction in Brent's own service requirements at any time, Brent makes any Staff redundant, then Brent shall bear the cost of such redundancies including the cost of any actuarial strain due to early retirement associated with such redundancy and such costs shall not be counted towards or treated as Expenditure.

- 6.12 If, as a result of changes in Legislation or Guidance or other external forces such as changes introduced in any Code of Practice issued by the Human Tissue Authority/Department of Health, it is necessary for Brent to make any Staff who are its employees redundant, then Brent will manage this in accordance with its “Managing Change” procedures (or such other procedures or policies as are from time to time in force) while consulting with Barnet and/or Harrow (as the case may be) on the proposed criteria and terms of any such redundancy programme and taking all reasonable steps to avoid redundancies and mitigate any costs. The costs incurred through such redundancies including the cost of any actuarial strain due to early retirement associated with such redundancy, shall be apportioned between the Parties according to the percentage share that each party contributes to the Core Budget as set out in Appendix 2, or as otherwise agreed between the Parties at the SMB.

7 Application of section 113 Local Government Act 1972

The Parties agree that where the employees of the Shared Service are engaged on work for Barnet or Harrow (as the case may be) the provisions of section 113 of the 1972 Act will apply and that those employees will be placed by Brent at the disposal of Barnet or Harrow (as appropriate) for the purposes of their functions, and such employees shall be treated at all times as an officer of Barnet or Harrow whilst so engaged and Brent undertakes that it shall have duly consulted such employees prior to placing them at Barnet's or Harrow's disposal and that Brent shall continue to treat such employees as its own employees.

8 Accommodation

- 8.1 The Parties agree that the Shared Service is to be hosted at the Premises and Brent accordingly undertakes to make available all necessary accommodation, working space, and associated facilities and services, including such telephone systems and meeting rooms as shall be necessary to host the Shared Service unless otherwise agreed by the Parties.
- 8.2 If at any time in the ten (10) year period after the Parties have paid the Expansion Costs (detailed at **Appendix 2** (Charging Provisions) **Annex 1** (Expansion Costs)) or following payment by Barnet and Harrow of Capital Costs to Brent the Agreement is terminated for any reason, then the Parties shall calculate (in good faith) the residual value of the tangible assets at the Premises funded by the Expansion Costs or any subsequent Capital Contribution made by Barnet and Harrow. Brent shall repay the agreed residual value of assets at the Premises derived from the Expansion Costs and/or any subsequent Capital Contribution made by Barnet and Harrow. If the Parties cannot agree the residual value of such assets the parties shall seek to resolve the dispute in accordance with Clause 20 (Dispute Resolution Procedure).
- 8.3 The Parties acknowledges that Brent and Harrow have the benefit of the Lease and Brent and Harrow and Barnet have the benefit of the Further Lease relating to the Premises. For the purpose of this Agreement, Brent and Harrow provides a licence for Barnet and its employees to occupy and access the Premises for the Term of the Agreement pursuant to the provision of Services. Such licence shall automatically end on expiry or termination of the Lease or on expiry or termination of this Agreement (whichever occurs earlier).

9 Equipment and Information Technology

- 9.1 Barnet and Harrow undertake to the Shared Service to license free of charge (insofar as it is able to legally and contractually do so) the Staff as reasonably necessary in order to enable the Shared Service and its employees to access its Data systems, records, information

technology systems, computer systems, telephone and other systems as may be necessary from time to time as to deliver the Service to Barnet and Harrow; and to allow and facilitate free of charge (insofar as it is able to legally and contractually do so), the transfer of necessary data records and information as may be held by Barnet and / or Harrow to the Shared Service for the purposes of the delivery of the Service to Barnet and Harrow.

- 9.2 No Shared Service employee shall access Barnet or Harrow systems unless prior written approval is granted by Barnet and / or Harrow (as the case may be) at its absolute discretion, in order to preserve confidentiality or prevent and manage a potential or actual conflict of interest.

10 **Intellectual Property**

- 10.1 Nothing in this Agreement is intended to transfer to Brent any Intellectual Property Rights owned by Barnet or Harrow whether solely or jointly as at the Commencement Date.
- 10.2 Barnet and Harrow hereby grants to Brent for the purposes of the Shared Service a non-exclusive, revocable, royalty-free licence to use and copy materials the Intellectual Property Rights in which vest solely in Barnet and / or Harrow solely for the purpose of providing the Service through the Shared Service to Barnet and Harrow for the duration of this Agreement.
- 10.3 All and any Intellectual Property Rights in materials developed for or on behalf of the Shared Service during the Term of this Agreement shall (as between the Parties) vest in equal shares between the Parties unless agreed otherwise.
- 10.4 Brent shall on expiry or termination of this Agreement, if required, grant Barnet and/or Harrow (as the case may be) a non-exclusive, perpetual, irrevocable, royalty-free licence to use and copy materials the Intellectual Property Rights which, vest in Brent for the purpose of providing or having provided the Service to Barnet/Harrow through the Shared Service.
- 10.5 Nothing in this Clause 10 shall require a Party to provide or disclose to the other Parties any materials to the extent that they contain confidential information or attract legal professional privilege or Intellectual Property Rights where such provision or disclosure would amount to a waiver of privilege or put any Party or any employee in breach of any legal obligation or Codes of Conduct or infringe any Intellectual Property Rights.
- 10.6 Where a claim or proceeding is made or brought against Barnet and/or Harrow which arises out of the infringement of any Intellectual Property Rights or because the use of any materials, Data, plant, machinery or equipment in connection with the Service infringes any Intellectual Property Rights of a third party then, unless such infringement has arisen out of the use of any Intellectual Property by or on behalf of Barnet and/or Harrow otherwise than in accordance with the terms of this Agreement, Brent shall indemnify Barnet and/or Harrow (as the case may be) at all times from and against all direct and indirect losses arising as a result of such claims and proceedings.
- 10.7 Where a claim or proceeding is made or brought against Brent which arises out of the infringement of any Intellectual Property Rights or because the use of any materials, data, plant, machinery or equipment in connection with the Service infringes any Intellectual Property Rights of a third party then, unless such infringement has arisen out of the use of any Intellectual Property by or on behalf of Brent otherwise than in accordance with the terms of

this Agreement, Barnet and/or Harrow shall indemnify Brent at all times from and against all direct and indirect losses arising as a result of such claims and proceedings.

11 Financial provisions, Revenue Contributions and Contingency Fund Operation

- 11.1 In return for Brent carrying out its obligations under this Agreement, Barnet and Harrow shall pay to Brent the Charges relating to the Service in accordance with Appendix 2.

Revenue Costs Contributions

- 11.2 The Parties agree and undertake to meet their respective contributions towards the Revenue Costs (as defined in paragraph 2.2 of Appendix 2).

Capital and Revenue Contingency Fund Contributions

- 11.3 Should the Parties consider it appropriate, from the Commencement Date, a Capital and Revenue fund respectively shall be established by Brent which, shall be credited with a contribution from each of the Parties to cover any future capital costs and revenue costs (the “**Capital Contingency Fund**” and the “**Revenue Contingency Fund**”). The contribution amount shall be determined and agreed by the Strategic Monitoring Board at their initial meeting. Before determining the contribution amount Brent shall make available to Strategic Monitoring Board copies of the most recent year end accounts and a revenue and capital maintenance schedule for the next financial year.
- 11.4 Brent shall be entitled to draw monies from the Capital Contingency Fund to meet the Shared Service’s future capital costs and expenses for the provision of the Services provided that Strategic Monitoring Board has agreed such expenditure.
- 11.5 Brent shall be entitled to draw monies from the Revenue Contingency Fund to meet the Shared Service’s future revenue costs and expenses for the provision of the Services provided that Strategic Monitoring Board has agreed such expenditure.
- 11.6 Brent shall account to Barnet and Harrow for its use of all monies held in the Capital and Revenue Contingency Funds in accordance with good accounting practice.
- 11.7 For the avoidance of doubt, without prejudice to clause 18.5, where a Party withdraws from the Shared Service in accordance with the provisions contained under this Agreement, that Party shall be entitled, on exit, to withdraw their contribution share (calculated in accordance with Appendix 2) with respect to the monies ascribed to the Party contained in either the Capital Contingency Fund and/or Revenue Contingency Fund.

12 The Service Standard, Adherence to Policies and Service User Satisfaction Surveys

- 12.1 Brent shall ensure that Shared Service provides the Service in accordance with its obligations under this Agreement including the Service Standards and with all the skill, care and diligence to be expected of a competent local authority mortuary service including compliance with the Public Health Act 1936, the Human Tissue Act 2004, the Coroners and Justice Act 2009 (all as amended or replaced) together with any subordinate legislation or regulations made under those acts and the Codes of Practice.
- 12.2 Failure to comply with Clause 12.1 shall constitute a Fundamental Breach of this Agreement.

- 12.3 In providing the Service Brent shall ensure that the Shared Service:
- 12.3.1 complies with any and all codes of practice, performance ratings and quality standards that are laid down in this Agreement or that are issued to Brent as part of an Agreed Variation Notice;
 - 12.3.2 complies with any Legislation, statutory or regulatory provisions which apply to the Service;
 - 12.3.3 obtains, maintains and complies with all Consents;
 - 12.3.4 allocates sufficient and appropriately qualified and experienced resources to provide the Service at all times in accordance with the terms of this Agreement;
 - 12.3.5 proactively manages the performance of the Staff including but not limited to effective appraisal and review mechanisms, supervision and one-to-one meetings between Staff and supervisors, setting and regular monitoring of personal performance targets;
 - 12.3.6 implements an effective risk management procedure in accordance with Appendix 9; and
 - 12.3.7 provides the Service in accordance with the Codes of Practice.
- 12.4 Brent shall notify Barnet and Harrow forthwith where any Staff become subject to investigatory or disciplinary or criminal proceedings and where appropriate, shall ensure that such member of Staff is not engaged in the provision of the Service.
- 12.5 Brent shall ensure that sufficient numbers of Staff are available with appropriate levels of experience and expertise to provide the Service to Barnet and Harrow in accordance with Appendix 1 and Appendix 4 and procedures are in place to ensure the Service is not disrupted by staffing issues (unless this is outside of Brent's control).
- 12.6 In delivering the Service, the Shared Service shall comply with those policies of Barnet and Harrow listed in Appendix 8 (if any), together with any additional Brent policies relevant to the delivery of the Service which are introduced by Brent during the operation of the Agreement.

Coroner/Undertaker Satisfaction Surveys

- 12.7 Brent shall carry out Coroner/Undertaker surveys annually (or more frequently as agreed by the Parties) and shall carry out any other surveys reasonably required by Barnet or Harrow in relation to the provision of the Services. The form, frequency and method of reporting such surveys shall be reviewed and approved by the Strategic Monitoring Board.
- 12.8 Brent shall review the results of the Coroner/Undertaker surveys and provide a written report to Barnet and Harrow on request on the results of each survey carried out under clause 12.7 and identify any actions reasonably required to be taken by Brent in response to the surveys. Brent must implement such actions as agreed with Barnet and Harrow as soon as reasonably practicable SUBJECT ALWAYS to Brent obtaining the necessary internal Cabinet and/or Chief Officer approval where such actions require approval in accordance with Brent's Constitution.

12.9 Brent shall on request provide copies of completed Service User surveys to Barnet and/or Harrow.

13 **Proceedings and Insurance**

13.1 Brent shall be solely liable for all proceedings, claims, damages, fines, penalties, expenses, compensation, court or tribunal orders (including and order for reinstatement or re-engagement), awards, costs and all other liabilities whatsoever payable or incurred which arise out of or are connected with this Agreement ('the Liabilities') save where Barnet and/or Harrow has directly contributed to the Liabilities in which case Barnet and/or Harrow (as the case may be) shall also be liable for the Liabilities to the extent that it has directly or indirectly contributed to the Liabilities.

13.2 Brent shall effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

13.2.1 public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;

13.2.2 employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims;

13.2.3 professional indemnity insurance with a limit of indemnity of not less than five million pounds £5,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;

("the Required Insurances") in respect of all risks which may be incurred by Brent, arising out of Brent's performance of the Agreement, including death or personal injury, loss of or damage to property.

13.3 Brent shall give Barnet and/or Harrow, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, provided that Brent shall only be required to provide a broker's verification in the event that disclosure of any of the policies would invalidate any terms of its insurance policies.

13.4 If, for whatever reason, Brent fails to give effect to and maintain the Required Insurances, Barnet and/or Harrow (as the case may be) may make alternative arrangements to protect its interests and may recover the reasonable costs of such arrangements from Brent.

13.5 The terms of any insurance or the amount of cover shall not relieve Brent of any liabilities under the Agreement.

14 **Monitoring of the Service**

14.1 The Service will be monitored in accordance with the procedures and service standards referred to in Appendix 2 (Charging Arrangements), Appendix 3 (Governance Arrangements) and Appendix 4 (Operational Arrangements).

14.2 Brent shall endeavour to make available to Barnet and/or Harrow, for the Term of the Agreement, access to Brent's mortuary systems so as to allow reviewing of Brent's statistical reports pursuant to the delivery of the Services by Brent.

15 Defaults

15.1 If a Party commits a Default then they shall as soon as reasonably practicable notify the other Parties in writing and take such steps as are necessary to rectify the Default.

15.2 If the Default has not been rectified to the reasonable satisfaction of the other Parties within thirty (30) Working Days or such longer period as the Parties may agree, then the matter shall be referred to the Strategic Monitoring Board.

15.3 The Parties shall use reasonable endeavours to resolve the Default through the Strategic Monitoring Board in accordance with Clauses 3.8 and 3.9 of this Agreement.

15.4 If the Parties cannot resolve the Default through the Strategic Monitoring Board within a reasonable time any of the Parties can refer the matter for resolution, in accordance with Clause 20 (Dispute Resolution).

16 Termination

16.1 If Brent,

16.1.1 commits or causes the commission of any criminal offence in providing the Service (except for any minor offence or minor traffic offence);

16.1.2 or any person employed by it or acting on its behalf, in relation to this Agreement, commit(s) an offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the 1972 Act;

16.1.3 commits a default which is identified by any term of this Agreement as being a Fundamental Breach or is otherwise a fundamental breach of its obligations under this Agreement, or

16.1.4 invalidates the insurance referred to in Clause 13.2 and/or does not otherwise provide sufficient cover to Barnet or Harrow against the risk of potential claims against Barnet or Harrow from Service Users or third parties arising directly or indirectly from provision or omission in the provision of the Service by the Shared Service.

then Barnet or Harrow will be entitled to give Brent a Notice of Termination with a notice period of at least three (3) months.

16.2 If Barnet or Harrow terminates this Agreement under Clause 16.1 then Brent will continue to provide the Service during the period of notice unless Barnet or Harrow request otherwise.

16.3 Barnet and Harrow shall be entitled (provided the same is not in dispute):

16.3.1 to retain any monies owed to Brent under this Agreement until Brent has paid any monies owed to Barnet or Harrow under this Agreement; or

16.3.2 to deduct any such monies owed to Barnet or Harrow under this Agreement from the monies owed to Brent under this Agreement.

16.4 If:

16.4.1 on three (3) separate occasions in any period of twelve (12) months (whether consecutive or not) Barnet or Harrow have failed to pay Brent any undisputed Charges on time, then Brent may terminate this Agreement by giving Barnet and/or Harrow (as the case may be) not less than three (3) months written notice or such other notice period agreed by the Parties or otherwise agreed by Strategic Monitoring Board;

16.4.2 Barnet or Harrow has committed a Default which is identified by any term of this Agreement as being a Fundamental Breach, then Brent may terminate this Agreement by giving Barnet or Harrow not less than twelve (12) months written notice or such other notice period agreed by the Parties or otherwise agreed by Strategic Monitoring Board;

16.5 Subject to Clause 16.6 below, if this Agreement or its application to a particular Service is terminated, whether under Clause 15 (Defaults), this Clause 16 (Termination) or Clause 2.4 (Extending the Partnership) then Barnet and Harrow shall continue to pay Brent the Charges throughout the notice period (whether or not Barnet or Harrow have requested Brent to stop providing the Service during such period).

16.6 Nothing in Clause 16.5 shall entitle Brent to receive the Charges for the notice period a second time if Brent has already received the Charges for this period.

Break Clause

16.7 It is also provided that any Party may terminate this Agreement before the end of the Term, by giving the other Parties not less than twelve (12) months written notice by serving a Notice of Termination such Notice not to be given prior to 1 September 2026.

16.7.1 For the avoidance of doubt, where Barnet elects to terminate this Agreement pursuant to clause 16.7 then it acknowledges and agrees that it will not be permitted to recover the agreed residual value of its assets pursuant to clause 8.5 should termination occur earlier than the period referred to in clause 8.5.

Exit Arrangements

16.8 The Parties shall comply with the exit arrangements set out in Appendix 5 and any current Exit Plan in the period leading up to Termination or the Expiry Date.

17 Force Majeure and Non-Performance

17.1 If Barnet or Harrow believes that Brent is failing to provide the requisite Service detailed in the Agreement, then the dispute resolution procedures outlined in Clause 20 will apply.

17.2 If an event of Force Majeure occurs then Barnet and Harrow shall meet with Brent to discuss how best Brent can continue to provide the Service until the Force Majeure event ceases, which may include Barnet and/or Harrow providing Brent with assistance, where possible.

- 17.3 Clause 17 is subject to the proviso that whichever Party is affected shall have given the other Parties notice that such failure is the result of Force Majeure within ten (10) Working Days of such failure occurring. If notice is not given in accordance with this Clause 17 then the failure may be regarded as a Default.
- 17.4 If any Party fails to carry out its respective obligations under this Agreement as a result of Force Majeure then whichever Party is affected shall not be liable under this Agreement for any such failure.
- 17.5 In this Clause Force Majeure means:
- 17.5.1 acts of war;
 - 17.5.2 acts of God;
 - 17.5.3 decrees of Government;
 - 17.5.4 riots; and
 - 17.5.5 civil commotion
 - 17.5.6 and any event or circumstance which is both beyond the control of whichever Party is affected and which could not have been prevented by acting prudently, diligently or with reasonable foresight.
- 17.6 Force Majeure shall not include any labour dispute between Brent and Staff, any other staffing problem or the failure to provide the Service by any of Brent's sub-contractors.
- 17.7 In the event that a Party is prevented from carrying out its obligations under the Agreement by any act of Force Majeure which continues for a period of thirty (30) Days, the other Parties may terminate the Agreement by notice in writing giving seven (7) Days notice.
- 17.8 The Parties shall at all times following an act of Force Majeure, use all reasonable endeavours to mitigate the effects of the event of Force Majeure and facilitate the continued performance of this Agreement.
- 17.9 If Brent does not provide or only partially provides the Service for a period of at least thirty (30) Days as a consequence of Force Majeure, the Senior Management Board shall consider whether and if so how the charges payable by Barnet and Harrow in accordance with clause 11 shall be reduced in a proportion commensurate with the Service actually provided to Barnet and Harrow and/or whether any and if so how much reimbursement shall be made by Brent to Barnet and Harrow in respect of the charges paid during the period of the event of Force Majeure, the consideration of the issue by the Senior Management Board to be based on the principle that the impact of the period of Force Majeure shall as far as reasonably possible be the same for all Parties.
- 18 **Consequences of Termination**
- 18.1 Following the service of a Notice of Termination for any reason, Brent shall continue to provide the Service in accordance with this Agreement and shall ensure that there is no degradation and diminution in the Service between the date of the Notice of Termination and the date of termination.

- 18.2 Between the service of a Notice of Termination and the date of termination, Brent shall ensure that comprehensive handover and attendance notes are compiled, all correspondence, files, records, documents and other information in whatever format which are part of and connected with the provision of the Service for Barnet and Harrow respectively shall be filed; either electronically or as paper documents as Barnet or Harrow may require and the Shared Service shall put into good and proper order for handover to whichever officers or other agents representing each of Barnet and Harrow as notified to Brent. The Shared Service shall make arrangements for the nominated officer or agent by Barnet to collect such files and documents that relate to the Service provided to Barnet and for the officer or agent nominated by Harrow to collect the files and documents that related to the Service provided to Harrow.
- 18.3 Barnet and Harrow each hereby undertake that in the event of such termination and the return of such documents and files these same shall be stored in accordance with the Data Protection Act, whether by Barnet, Harrow or by their agents and that Barnet and Harrow shall allow Brent reasonable access on demand free of such charge to such documents records and files, however held and whether electronic or paper documents.
- 18.4 Barnet and Harrow each hereby undertake to reimburse Brent for any reasonable, proper and mitigated costs which may arise in respect of the transfer of electronic or other Data from the Shared Service to Barnet and Harrow that have arisen as a result of the early termination of the Agreement, other than where termination is due to a Fundamental Breach by Brent.
- 18.5 In the event of Termination of this Agreement, the Parties agree that (unless such Termination follows a Fundamental Breach (where Brent is the perpetrator) in which case Brent shall bear its own costs and shall be liable for the entirety of Barnet's and Harrow's reasonable costs) they will share in accordance with the provisions of **Appendix 2**, all of the financial liabilities (other than any liability owed to any other Parties under the terms of this Agreement) which have arisen as a result of the Agreement save for any financial liabilities resulting from the Shared Service's fraudulent or negligent act or omission; which liabilities shall include, but not be confined to, the following:
- 18.5.1 leasehold or tenancy payments where the Shared Service has by prior agreement between the Parties taken on additional premises outside the Premises and where a liability arises due to the early termination of the Agreement;
 - 18.5.2 payments for the leasing of equipment for the Shared Service where a liability arises due to the early termination of the Agreement.
 - 18.5.3 losses, expenses or liabilities in connection with works to expand, improve or maintain the Premises which have been agreed by the parties as being necessary in order for the provision of the Shared Service (if any) which have commenced at the time of termination and cannot be cancelled, provided that at all times Brent shall mitigate any such losses, expenses or liabilities to the fullest extent possible.
- 18.6 The Parties shall individually and collectively use reasonable endeavours to reduce and mitigate the amount of financial liabilities which may arise in the event of Termination
- 18.7 Brent shall repay to Barnet and Harrow within thirty (30) Working Days any element of the Charges attributable to any part of the Service which has not been provided due to termination of the Agreement.

18.8 Clause 6 (Staffing) and Appendix 5 shall apply in relation to the staffing consequences of the expiry or termination of the Agreement.

19 **Operational matters, Undertakings and Indemnities**

19.1 The day to day operation of the provision of the Service shall be in accordance with Appendix 4 (including without limitation the annex to Appendix 4).

19.2 The Parties agree that:

19.2.1 during the continuance of this Agreement all transactions entered into by them shall be conducted in good faith and on the basis set out in this Agreement;

19.2.2 that at all times they will act in good faith towards the other and use reasonable endeavours to ensure the observance of the terms of this Agreement;

19.2.3 that they shall use reasonable endeavours to give effect to this Agreement provided always that any disagreement between the Parties shall be resolved in accordance with the Dispute Resolution Clause 20,

where any Party fails to meet its responsibilities and liabilities under this Agreement at any time during the Term of this Agreement the cost of any resulting losses, liabilities or loss or failure of the Shared Service which is caused to the other Parties shall be passed to the defaulting Party and shall be apportioned equitably.

20 **Dispute Resolution**

20.1 This Clause 20 is subject to Clauses 3.8 and 3.9 of this Agreement.

20.2 If there is a dispute between Brent, Barnet and Harrow (or between any two Parties) concerning the interpretation or operation of this Agreement, then a Party may notify the other Parties in writing that it wishes the dispute to be referred to a meeting of the Strategic Monitoring Board to resolve, negotiating on the basis of good faith.

20.3 If after twenty-eight (28) Days (or such longer period as the Parties may agree) of the date of the notice referred to in Clause 20.2 (above), the dispute has not been resolved then any Party may notify the other Parties that it wishes the dispute to be referred to a meeting of the Chief Executive of Barnet, (or a person appointed by him or her to act on his or her behalf), the Chief Executive of Harrow (or a person appointed by him or her to act on his or her behalf) and the Chief Executive of Brent (or a person appointed by him or her to act on his or her behalf), to resolve, negotiating on the basis of good faith.

20.4 If after twenty-eight (28) Working Days (or such longer period as the Parties may agree) of the date of the notice referred to in Clause 20.3 (above), the dispute has not been resolved then any Party may notify the other Parties that it wishes to attempt to settle the dispute by mediation, in accordance with the CEDR Model Mediation Procedure 2003 (the "Model Procedure") or such later edition as may be in force from time to time.

20.5 If Barnet, Harrow and Brent do not agree on the identity of the Mediator then any Party may request CEDR to appoint one.

20.6 The procedure in the Model Procedure will be amended to take account of:

- 20.6.1 any relevant provisions in this Agreement; or
- 20.6.2 any other agreement which Barnet, Harrow and Brent may enter into in relation to the conduct of the mediation.
- 20.7 The Parties must:
- 20.7.1 use their reasonable endeavours to ensure that the mediation starts within twenty (20) Working Days of service of the notice referred to in Clause 20.4 (above); and
- 20.7.2 pay the Mediator's fee in equal shares.
- 20.8 Any agreement the Parties reach as a result of mediation shall be binding, as set out in the Model Procedure, but if the dispute has not been settled by mediation within ten (10) Working Days of the mediation starting then any Party may commence litigation proceedings (but not before then).
- 20.9 No Party shall be precluded by Clause 20.8 (above), from taking such steps in relation to court proceedings as they may deem necessary or desirable to protect their respective positions. This shall include:
- 20.9.1 issuing or otherwise pursuing proceedings to prevent limitation periods from expiring; and
- 20.9.2 applying for interim relief.
- 20.10 The use of the dispute resolution procedures set out in this Clause 20, (Dispute Resolution) shall not delay or take precedence over the provisions for termination set out in Clause 15 (Default) and Clause 16 (Termination).
- 21 Variations To The Agreement**
- 21.1 A variation to this Agreement shall only be valid if it has been agreed in writing and executed as a deed by duly authorised representatives of each Party.
- 21.2 If any of the Parties wishes to vary this Agreement then it shall serve on the other Parties a Variation Notice which shall set out the nature of the variation sought and the reasons for it.
- 21.3 If any Party receives a Variation Notice then within twenty-eight (28) Days of receipt it shall notify the other Parties in writing whether or not it agrees to the variation and if not, the reasons.
- 21.4 If the variation is agreed it will be incorporated into the Agreement.
- 22 Waiver**
- 22.1 If any Party fails to exercise or delays in exercising any right or remedy to which it is entitled under this Agreement or at law then this shall not constitute a waiver of any such right or remedy.
- 22.2 If any Party waives a Default on the part of another Party or Parties then this shall not constitute a waiver of any future Default.

- 22.3 No waiver shall be effective unless it is:
- 22.3.1 expressly stated to be a waiver;
 - 22.3.2 in writing; and
 - 22.3.3 signed by the relevant Senior Officer.

23 **Contracts (Rights of Third Parties) Act 1999**

No Party intends to confer any right or benefit upon a third party and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from this Agreement.

24 **Best Value**

Brent undertakes that it will seek to achieve a continuous improvement in economy, efficiency and effectiveness (including productivity of the Staff) in carrying out its obligations throughout the term of the Agreement to deliver the savings agreed by the Parties and will seek to deliver outcomes in less time and at less cost whilst maintaining quality; Barnet and Harrow each undertake that they will use their reasonable endeavours to assist Brent in achieving this on the basis that the improvements will benefit the communities of Brent, Barnet and Harrow.

25 **Notices**

- 25.1 Any notice or other communication under this Agreement must be in writing and can only be sent by:
- 25.1.1 Pre paid 1st class post;
 - 25.1.2 Recorded delivery post; or
 - 25.1.3 Personal delivery,
- no notices under this Agreement will be accepted by email.
- 25.2 For the purposes of sending notices by post or personal delivery or other communication by post, or personal delivery:
- 25.2.1 Barnet's address is 2 Bristol Avenue, Colindale. NW9 4EW;
 - 25.2.2 Harrow's address is Harrow Hub, Forward Drive, Harrow, HA3 8FL;
 - 25.2.3 Brent's address is Brent Civic Centre, Engineers Way, Wembley, HA9 0JF
- all notices and communications must be sent to the relevant Senior Officer.
- 25.3 If the address of any Party changes, it must notify the other Parties in accordance with this Clause 25.
- 25.4 Subject to Clauses 25.2 and 25.3, all notices and communications shall be deemed to have been served:
- 25.4.1 if posted, two (2) Working Days after the date when posted; or

25.4.2 if personally delivered, on the date of delivery.

25.5 Notwithstanding Clause 25.4, if by applying its provisions a notice is deemed to have been served on a Day which is not a Working Day or it is not received between the hours of 9am to 5pm on a Working Day then it shall be deemed to have been served on the next immediately following Working Day.

26 Confidentiality and Data

26.1 Brent undertakes that the Shared Service will respect the confidentiality of information provided to it. Exceptionally the Shared Service may need to disclose this information where required to do so by the Court or under FOI legislation in which case Brent shall inform Barnet and Harrow of such proposed disclosure as soon as reasonably practicable.

26.2 Brent shall ensure that all Data held on behalf of Barnet and all Data held on behalf of Harrow (save for such information as may be returned to Barnet or Harrow on Expiry or Termination) is retained for disclosure for at least six (6) years (from the date it is acquired) and shall permit Barnet and Harrow to inspect such Data as requested from time to time.

26.3 Brent shall permit all Data to be examined and copied from time to time by Barnet's auditors and Harrow's auditors (whether internal or external) and their representatives upon reasonable notice.

27 Data Protection, Freedom of Information and Environmental Information Regulations

27.1 The Parties shall comply with the Data Protection Act, the FOI Act and the EI Regulations and will enter into a data sharing agreement in the terms set out at Appendix 10.

27.2 Barnet and Harrow shall co-operate with and provide assistance to Brent at its own cost in enabling Brent to comply with Clause 27.1 relating to disclosure of information arising from the performance of the Service by the Shared Service.

28 Audit and Provision of Information

28.1 Except where an audit is imposed on Barnet or Harrow by a regulatory body Barnet or Harrow may, not more than once in any Financial Year and for a period of 12 months following the Term; conduct an audit for the following purposes unless otherwise agreed by the Strategic Monitoring Board:

28.1.1 to verify the accuracy of Expenditure (and proposed or actual variations to them in accordance with this Agreement) and any cost reduction and income generation initiatives carried out pursuant to clause 5.1;

28.1.2 to review the integrity, confidentiality and security of Barnet or Harrow Data;

28.1.3 to review the Shared Service compliance with the Data Protection Act, FOIA and any other legislation applicable to the Service;

28.1.4 to review the Shared Service compliance with its obligations in Appendix 4;

28.1.5 to review any records created during the provision of Service;

- 28.1.6 to review any books of account kept by Brent or the Shared Service in connection with the provision of the Service;
 - 28.1.7 to carry out the audit and certification of Barnet's or Harrow's accounts;
 - 28.1.8 to carry out an examination of the economy, efficiency and effectiveness with which the Shared Service has provided the Service;
 - 28.1.9 to verify the accuracy and completeness of any management information delivered or required by this agreement;
- 28.2 Barnet and Harrow shall each use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Shared Service or delay the provision of the Service.
- 28.3 The Shared Service shall on demand provide Barnet, Harrow and any relevant regulatory body (and/to their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
 - 28.3.1 all information requested by Barnet or Harrow within the permitted scope of the audit;
 - 28.3.2 reasonable access to any premises controlled by Brent and to any equipment used (whether exclusively or non-exclusively) in the performance of the Service and
 - 28.3.3 access to the Staff.
- 28.4 Barnet and Harrow shall each endeavour to provide at least fifteen (15) Working Days notice of their intention to conduct an audit;
- 28.5 The Party who required an audit in accordance with this Clause 28 shall reimburse the Shared Service's reasonable costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a Material Breach of the terms of the Agreement by the Shared Service in which case the Shared Service shall reimburse Barnet or Harrow (as the case may be) for all Barnet's or Harrow's reasonable costs incurred in the course of the audit.
- 28.6 If an audit identifies that:
 - 28.6.1 the Shared Service has failed to perform its obligations under this Agreement in any material manner, the Parties shall agree and implement a remedial plan. If the Shared Service's failure relates to a failure to provide any information to Barnet or Harrow about the Charges, proposed Charges or the Shared Service's costs, then the remedial plan shall include a requirement for the provision of all such information;
 - 28.6.2 Barnet or Harrow has overpaid any Charges, the Shared Service shall pay to Barnet or Harrow (as the case may be) the amount overpaid within thirty (30) Days. Barnet or Harrow may deduct such amount from the Charges if the Shared Service fails to make this payment; and

28.6.3 Barnet or Harrow has underpaid any Charges, Barnet or Harrow (as the case may be) shall pay to the Shared Service the amount of the under-payment less the cost of audit incurred by Barnet or Harrow if this was due to a Default by the Shared Service in relation to invoicing within thirty (30) Days.

28.7 The Shared Service shall respond to any reasonable request by Barnet or Harrow to provide information in relation to the operation of the Shared Service in order to assist Barnet or Harrow in responding to reasonable and legitimate inquiries about the operation of the Shared Service provided that the collection and provision of such information by the Shared Service does not unreasonably disrupt the Shared Service or delay the provision of the Service and the costs of the collection and provision of information are reimbursed by the Party who requested such information to the Shared Service if these are material.

29 **Business Continuity**

29.1 The parties shall comply with the provisions of the Business Continuity Plan(s) and Brent shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its terms.

29.2 Brent shall review, update and test the Business Continuity Plan(s) on a regular basis (and in any event not less than once in every twelve (12) month period and within six (6) months before the expiry of this Agreement). Barnet and/or Harrow may require Brent to conduct additional reviews and tests of the Business Continuity Plan(s) where Barnet or Harrow considers it necessary, (acting reasonably) including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan(s).

29.3 Following each review/test, Brent shall send to Barnet and Harrow a written report summarising the results of the review/test and shall promptly implement any actions or remedial measures which Barnet, Harrow and Brent (acting reasonably) consider to be necessary as a result of those review/tests.

30 **Emergencies**

30.1 Where Barnet or Harrow requires Brent to assist it to comply with, or otherwise satisfy, its obligations pursuant to the Civil Contingencies Act 2004 and the Major Emergency Plan, in connection with the Services Brent shall:

30.1.1 ensure that plans and procedures are in place to enable the continued operation of the Services during any surge in demand or any form of Emergency or other disruption on the basis set out in such plans and procedures;

30.1.2 co-operate with HM Coroner and other London boroughs in relation to mutual aid arrangements (including other relevant public sector bodies and their successors) during any form of Emergency or other disruption;

30.1.3 where necessary during any form of Emergency or other disruption, at the direction of HM Coroner assist with the Designated Disaster Mortuary; or National Emergency Mortuary Association including equipping a nominated site or sites,

30.1.4 ensure that it is able to provide emergency data recovery and data backup services; and

30.1.5 ensure that it is able to provide increased support for the provision of the Services and any emergency support and/or backup to enable the continued provision of the Services; the cost of which shall be shared equally between the Parties.

30.2 Brent shall undertake a test of their continued operation plans and procedures annually, or more frequently as required by Barnet and/or Harrow; and

30.2.1 Brent shall inform Barnet and Harrow when such tests or exercises are scheduled (providing at least one (1) months notice) and provide details of the proposed tests or exercises. Brent shall consider any reasonable comments made by Barnet and Harrow before undertaking such tests or exercises. If requested to do so, Brent shall provide the outcomes of these tests or exercises to Barnet and Harrow in writing;

30.2.2 Barnet and Harrow reserves the right to audit Brent's continued plans and procedures, but at its discretion may accept as an alternative audits that cover the Services carried out by a United Kingdom Accreditation Service (or equivalent) accredited auditor, provided that the scope of the audit covers the Services delivered by the Agreement; and

30.2.3 Brent shall promptly (and in any case within three (3) months notice), subject to the proviso contained in clause 12.8, implement any actions or remedial measures which Brent, Harrow or Barnet reasonably considers to be necessary as a result of audits, tests or exercises, business interruptions, emerging risks, or a change to the Services.

30.3 If an Emergency arises at any time during the Term, Barnet and/or Harrow may instruct Brent to use all reasonable endeavours to procure that such additional or alternative services are undertaken by Brent as and when required by HM Coroner or Barnet or Harrow to ensure that the Emergency is dealt with and normal operation of the Services resumes as soon as is reasonably practicable.

31 **Sub-Contracting and Assignment**

This Agreement is personal to the Parties (save for any statutory successors) and assignment and sub-contracting is not permitted.

32 **Counterparts**

This Agreement may be executed in any number of counterparts or duplicates each of which shall be an original but such counterparts or duplicates shall together constitute one and the same agreement.

33 **Law and Jurisdiction**

33.1 This Agreement shall be construed as a contract made in England and shall:

33.1.1 be governed by and shall be construed in accordance with English law; and

33.1.2 be subject to the exclusive jurisdiction of the courts of England, to which all Parties shall submit.

In witness whereof the Parties have executed this deed the day and year set out above

Executed **as a Deed** by)
The Mayor and Burgesses of)
The London Borough of Brent)
By affixing its **Common Seal** hereunto)
In the presence of:)

Authorised Officer

Executed **as a Deed** by)
The Mayor and Burgesses of)
The London Borough of Harrow)
By affixing its **Common Seal** hereunto)
In the presence of:)

Authorised Officer

Executed **as a Deed** by)
The Mayor and Burgesses of)
the London Borough of Barnet)
By affixing its **Common Seal** hereto :)
In the presence of:)

Authorised Officer

Authorised Officer

APPENDIX 1

DESCRIPTION OF THE SERVICE

PART A – GENERAL

1. This Appendix defines the Mortuary service and the partnering principles and behaviours that underpin the delivery of this service, which together are deemed to be the Service to be provided by Brent under this Agreement. The Service shall also include the provision of advice and services which are incidental to the description contained within this Appendix 1.

PART B – PARTNERING PRINCIPLES & BEHAVIOURS

- 2 The Parties shall establish, develop and implement their collaborative relationship as described earlier in Clause 5 Objectives and Partnering Working of this Agreement. The services will be underpinned by five key partnering principles and behaviours, these are of equal standing and are detailed as follows:
 - 2.1 **Mutuality** – The SMB will agree (via a joint service planning process) service objectives, outcomes and performance that mutually benefit Barnet, Harrow and Brent. There is a clear commitment from all Parties to have a shared ambition to deliver a service that is of high quality, efficient, value for money and is valued by relatives of the deceased.
 - 2.2 **Sustainable commitment and teamwork** – All Parties will commit their support to the agreed contractual period, and proactively encourage a positive attitude towards joint teamwork for all officers and staff directly or indirectly delivering the defined services. Through this service partnership staff will share a pride in what they do, jointly develop ideas and continually improve the service they deliver to the deceased and their relatives.
 - 2.3 **Open communication, trust and openness** – All Parties will commit to high ethical standards, without prejudice, and will (where reasonably possible) be totally transparent with each other, and ultimately be accountable for all actions relating to the delivery of the defined services;
 - 2.4 **Commitment to continuous improvement** – The SMB will continually seek opportunities to improve the quality and performance of services delivered to Clients, be responsive to changes in law and regulation and provide clear value for money;
 - 2.5 **Clarity and communication** – All Parties will be clear on what is expected from them to ensure the optimum delivery of defined services, and ensure that all communication both internally and to third parties emanates from the same source and is clear, consistent and accurate.

PART C – CATEGORIES OF SERVICE

3. The following areas of the mortuary service shall constitute the Service, and will be provided by Brent (in its role as partnership shared services provider).

It is accepted by all parties that during the Agreement period there may be agreed variations to services in accordance with Clause 21.

Corporate and Governance

- Formal advice within the area of professional expertise of Mortuary services to Barnet Council Officers, Council, Cabinet, Committees and other decision making bodies of Barnet or Harrow ;
- Formal advice to Barnet or Harrow officers through agreed and secure protocols;

Statutory Services

Brent shall provide the Service in accordance with all relevant Legislation including but not limited to the Public Health Act 1936, the Coroners and Justice Act 2009 and the Human Tissue Act 2004. Without prejudice to the generality of the foregoing, Brent shall provide a shared mortuary service which provides for:

- The reception and storage of dead bodies before interment;
- A post-mortem room for the reception of dead bodies during the time required to conduct any post-mortem examination ordered by the Coroner or other duly authorized authority; and
- the lawful release of deceased persons

PART D – SERVICE STANDARDS

4. Standards

In addition to provisions described in Clause 12 of the Agreement, Brent will ensure the standards used to deliver the services described earlier in this Appendix will include:

- 2.6 **Service User Focus** – the service shall be delivered with a continual regard to the needs and satisfaction of the deceased's relatives, the coroner, pathologists, undertakers, general practitioners and/or the emergency services;
- 2.7 **Leadership** – the service will have clearly defined and professionally based leadership;
- 2.8 **People Involvement** – members, stakeholders and staff will be involved with the continual improvement and delivery of the service;
- 2.9 **Process Approach** – all service standards and processes will be defined, continually reviewed and communicated to staff;
- 2.10 **Systematic Service Delivery** – processes will be integrated, consistent and aligned to ensure a comprehensive and efficient delivery of services;
- 2.11 **Continual Improvement** – the service shall be subject to continual review and improvement;
- 2.12 **Clear Decision Making** – all key decisions will be timely, clearly communicated and made subject to a defined delegation of responsibility.

5. Quality

- 3.1 Brent shall use all reasonable care, consideration and skill in providing the Service to the Clients.
- 3.2 All quality standards used will strictly comply with those defined by the Human Tissue Act 2004 guidelines and other regulatory bodies.
- 3.3 Where relevant and applicable quality standards for the services will align them with recognised and agreed 'best practice'.

PART E – SERVICE PERFORMANCE AND OPENING HOURS

- 6. Under the Public Health Act 1936, all local authorities are empowered to provide Mortuary facilities for the reception, storage, legal medical examinations and lawful release of deceased persons.
- 4.1 Service data will be collected and reported to the Contract Manager, on a monthly cycle, who will then use this as a part of monitoring the performance of the service and the achievement of pre-set targets and objectives.
- 4.2 Service data will be collected by the Contract Manager and reported to SMB, on a quarterly cycle, who will then use this as a part of monitoring the performance of the service and the achievement of pre-set targets and objectives.
- 4.3 Where performance targets for KPI's have not been achieved and reported to the Contract Manager as a part of the agreed monthly reporting cycle, it is the responsibility of the Contract Manager to inform members of the SMB of the situation and agree remedial action.
- 4.4 Where performance targets have not been achieved, Brent will provide Barnet with a detailed report of the cause together, with a remediation plan that will be a basis for a path for agreed improvement, and a return to the achievement of pre-set targets and objectives.
- 4.5 The SMB will determine the communication process to other stakeholders who need to be made aware of situations when performance has not been achieved and remediation plans are in place,
- 4.6 Unless otherwise agreed by the parties Brent shall ensure the Shared Service is operational between the hours of 09:00 and 17:00 on Working Days and operates an out of hours 'on-call' rota to provide the Services at all other times outside on normal operational hours (24 hours per day, seven days per week).
- 4.7 The performance indicators to be used are detailed as follows:
 - Meet minimum HTA Standards and Licence Requirement and ensure that any inspection of the Shared Service by the Human Tissue Authority does not identify shortfalls in compliance with HTA standards.

- Satisfaction of HM Coroner
- Maintaining a disaster/emergency plan
- Business continuity
- Customer Service – No complaints against the Shared Service and satisfactory results from Service User satisfaction surveys.

APPENDIX 2

CHARGING PROVISIONS

1 This Appendix sets out the details of the charging arrangements agreed by the Parties.

1.1 Definitions

In this Appendix the following definitions shall apply:

“Barnet Budget Contribution” means for the 2025/26 Financial Year the sum of [insert] pounds sterling (£[insert]) (which shall then be apportioned in accordance with paragraph 1.2.2), and for subsequent Financial Years a sum agreed by the Strategic Monitoring Board

“Brent Budget Contribution” means for the 2025/26 Financial Year the sum of [insert] pounds sterling (£[insert]) (which shall then be apportioned in accordance with paragraph 1.2.2) and for subsequent Financial Years a sum agreed by the SMB.

“Capital Costs” includes but is not limited to: repairs and renovations to the Premises and mortuary equipment with a cost of £7,500 and above and other furnishings and equipment. All Capital Costs require the approval of all Parties before expenses are incurred.

“Core Budget” means the annual expenditure budget for the Shared Service for a Financial Year agreed between the Parties and which shall comprise the Barnet Budget Contribution, the Harrow Budget Contribution and the Brent Budget Contribution. The Core Budget shall include a 5% administration fee which shall be incorporated into the Brent Budget Contribution, the Barnet Budget Contribution and the Harrow Budget Contribution.

“Harrow Budget Contribution” means for the 2025/26 Financial Year the sum of pounds (£) (which shall then be apportioned in accordance with paragraph 1.2.2) and for subsequent Financial Years a sum agreed by the SMB.

“Expenditure” means for any Financial Year the total of incurred costs against the Core Budget in relation to the Shared Service including Revenue Costs and Capital Costs.

“Revenue Costs” means the general running costs of the Shared Service and shall include but not be limited to: staff costs, training, premises running costs including utilities, business rates, equipment purchases below £7,500, equipment maintenance and repairs, cleaning materials, protective clothing, IT running costs, Licence costs together with a share of the management costs consisting of 50% of Mortuary Manager/HTA-DI plus a fixed administration fee for 25/26 of £25,714. cleaning, refuse collection, telephone and broadband charges, printing and stationery, telephone and facsimile machines, computer equipment, other office expenses, storage, building maintenance, fittings, rates, property insurance and legal costs. The revenue costs will exclude depreciation and other corporate overheads not mentioned above.

“Quarter” means a period of three months beginning on 1st April, 1st July, 1st October and 1st January in any Financial Year.

1.2 Key Principles

1.2.1 The Core Budget for a Financial Year shall be agreed by the Strategic Monitoring Board (“SMB”) and will be channelled through the Shared Service in order to maximise economies of scale and

cost efficiencies for all Parties in accordance with the principles behind the Agreement. The SMB will decide how the Core Budget is best spent to deliver the service needs of all Parties.

- 1.2.2 In consideration of Brent providing the Service, Barnet will pass the Barnet Budget Contribution and Harrow will pass the Harrow Budget Contribution to Brent during the Term. The Barnet Budget Contribution and the Harrow Budget Contribution shall be apportioned for any period of the Term that is less than one Financial Year.
- 1.2.3 Brent will use its best endeavours to deliver the Service and to manage the costs of the Shared Service within the agreed Core Budget and in accordance with the annual service plan agreed by the SMB.
- 1.2.4 The Parties will act in good faith towards each other in implementing the charging arrangements in this Appendix and shall supply on request to the other Parties any information required to ascertain payments that become due.

2 Charging arrangements

- 2.1 In respect of financing the Shared Service, Brent shall:
 - 2.1.1 keep a separate record of the income and expenditure it incurs for the purpose of this Agreement and provide a copy of such record to the Senior Officers of Barnet and Harrow in the form of a monitoring report on a quarterly basis within 30 days of the end of the relevant quarter including the final quarter in the form of an end of year outturn;
 - 2.1.2 calculate the net estimated Expenditure it incurs in connection with the provision of the Shared Service in accordance with the current recommendations of the Chartered Institute of Public Finance and Accountancy ("CIPFA"); and
 - 2.1.3 ensure that its Director of Finance submits an estimate of the net expenditure to be incurred in the subsequent financial year for the purposes of this Agreement to the Chief Operating Officer of Barnet and the Director of Finance of Harrow of Harrow by the 30th September in each year together with a detailed estimate of all Expenditure including programmed forward maintenance, and shall provide such details and explanations as may reasonably be requested. Such estimate to be considered and approved by Strategic Monitoring Board.
- 2.2 The net expenditure Brent incurs for the provision of the Shared Service in each financial year (ending on 31 March) shall be attributed to and borne by the Parties in proportion to each boroughs usage of the facility in the preceding calendar year . The Brent Budget Contribution, Barnet Budget Contributions and the Harrow Budget Contribution shall be calculated in accordance with this paragraph 2.2.
- 2.3 Brent shall invoice Barnet and Harrow respectively for payment of 95% of the Barnet Budget Contribution and 95% Harrow Budget Contribution approved by Strategic Monitoring Board, no later than the 31 August in each financial year. All invoices submitted to Barnet shall be directed to the Barnet and Harrow Senior Officers or Authorised Officers.
- 2.4 Barnet and Harrow shall each respectively pay any undisputed Charges no later than the 30 September in the financial year to which the estimated expenditure relates.
- 2.5 Where any Party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause 20 (Dispute Resolution).

- 2.6 Brent shall provide full details of income and expenditure at the end of each financial year ("Annual Income and Expenditure Details") for submission to Barnet and Harrow as soon as possible and no later than 30 June following the end of each financial year for approval by SMB, Barnet and Harrow. Such approval shall be confirmed, or refuted, no later than four calendar weeks after submission.
- 2.7 If the Annual Income and Expenditure Details shows that the net Expenditure attributable to Barnet or Harrow calculated in accordance with clause 2.2 above has exceeded the sums paid by Barnet or Harrow as per clause 2.3 above, Barnet and/or Harrow (as the case may be) shall pay to the Brent within 30 Days after receipt of the Annual Income and Expenditure Details, that residual amount of unpaid net expenditure (such residual amount shall be apportioned between Brent, Barnet and Harrow on the same basis set out in clause 2.1.3).
- 2.8 However, if the Annual Income and Expenditure Details shows that the sums paid by Barnet or Harrow as per clause 2.3 exceeds the net Expenditure attributable to Barnet and/or Harrow as estimated in accordance with clause 2.2 above, then Brent shall within 30 days of the Annual Income and Expenditure Details repay Barnet and/or Harrow such overpayments.
- 2.9 On an annual basis, Brent shall provide to Barnet and Harrow with a copy of its records relating to the Shared Service and the Staff or kept for the purposes of this Agreement that are subject to audit by a District Auditor.
- 2.10 Where Staff costs change during a Financial Year after the Core Budget for that year has been set due to nationally agreed pay rises for local government staff, all Parties agree to adjust the Core Budget by an equivalent amount pro rata to their contributions.

3 Expansion costs

- 3.1 The agreed items of costs for the expansion and refresh of the mortuary together with an estimate of costs to be incurred (together "the Expansion Costs ") are set out in Annex 1 to this Appendix.
- 3.2 The Parties shall bear the Expansion Costs in proportion to latest ONS population data per borough.
- 3.3 Barnet and Harrow shall refund the actual set up costs reasonably and properly incurred by Brent in accordance with the Expansion Costs within thirty (30) Days of Barnet and Harrow receiving an invoice from Brent. Any further costs, which fall outside of the agreed items set out in Annex 1 or materially exceed the estimates given, shall be agreed by the SMB before Brent requests payment for these additional items. Barnet and/or Harrow shall pay any agreed additional amount in full within thirty (30) Days of receiving an invoice from Brent.
- 3.4 Where there is any dispute as to the eligibility of an item to qualify as a Expansion Costs or a dispute as to the quantum involved, this will be resolved between the senior finance directors of the Parties or if the senior finance directors fail to reach agreement, in accordance with Clause 20 in this Agreement.

Annex 1

Expansion Costs

- 1 The following Expansion Costs have been identified:

Spend	£
Construction	1,535,000
Fees	200,000
Surveys	30,000
Statutory	10,000
FFE & ICT	350,000
<i>Sub-total</i>	<i>2,125,000</i>
Contingency	500,000
Overall Total	2,625,000

- 2 Owing to the early design stage of the design proposals, a contingency figure of 20 per cent has been proposed as part of the Expansion Costs. This is to cover any further inflationary pressures as well as provide contingency as the design develops and further details are identified.
- 3 It is proposed that the Parties contribute their own SCIL or capital contributions to the project costs listed above, using the population share proportions set out in the Agreement between the Parties. This would represent the following contributions:
- Barnet: £1,031,818 (39.31%)
 - Brent: £900,621 (34.31%)
 - Harrow: £692,561 (26.38%)

APPENDIX 3

GOVERNANCE

- 1 As detailed in Clause 3.7 of this Agreement, the Parties shall set up and maintain the following governance arrangements:

1.1 Strategic Monitoring Board ("SMB")

- 1.1.1 The SMB shall be a senior level forum for oversight, consultation, discussion, resolution of issues and recommendation back to the Parties on all aspects of the delivery of the Shared Service.
- 1.1.2 The SMB as a group shall have no decision-making powers vested in it by any of the Parties. No issue shall be deemed to be decided by the Parties at the SMB without the agreement of all Senior Officers. Brent will keep minutes of the SMB meetings and shall fully record all decisions taken by the members.

1.2 The membership of the SMB shall be:

- 1.2.1 the Senior Officers;
- 1.2.2 the Mortuary Manager; or
- 1.2.3 the Contract Manager.

As agreed any other membership from time to time in accordance with Clause 3.7 of this Agreement. Meetings of the SMB shall only go ahead when all Senior Officers are present, however all members of the SMB will be entitled to send a deputy to make decisions on his or her behalf which shall be as valid as if made by the member.

1.3 The terms of reference of the SMB shall include but not be limited to responsibility to:

- 1.3.1 Monitor the delivery of the service and in particular compliance with statute, regulation and guidelines provided by the HTA and Coroners office.
- 1.3.2 Receive, scrutinise and comment on regular reports on the performance of the Shared Service;
- 1.3.3 Review and approve the proposed Core Budget of the Shared Service for subsequent years;
- 1.3.4 Review and approve any proposal to undertake planned maintenance at the Premises which is proposed to be funded through Capital Cost contributions by the Parties and if planned maintenance is agreed, SMB will required during the term, review and approve the estimated costs of undertaking such planned maintenance;
- 1.3.5 Ensure that service risks are managed and that mitigation actions are in place;
- 1.3.6 Ensure and enforce the effective performance of the Shared Service in accordance with agreed service performance standards;
- 1.3.7 Ensure that when there is failure to meet the Service Standards, an achievable plan for rectification is drawn up and approved by the SMB members, which is communicated to the appropriate parties and fully implemented;

- 1.3.8 Where there are sufficient grounds and evidence where the performance of the Shared Service fails to deliver the Services in accordance with this Agreement or meet agreed levels and remediation actions have failed to improve the underperformance, SMB will agree to apply Clause 15 (Defaults) of the Agreement;
- 1.3.9 Receive, scrutinise and comment on all draft versions of the annual service plan for the Shared Service (the Mortuary Manager has the responsibility to prepare this);
- 1.3.10 Receive, review and comment on any reports during each Financial Year where it is considered that a change in statutory requirements, a change in policy or a change in financial circumstances requires the service plan (and potentially the charges) to be revisited and to recommend appropriate action to Brent, to Harrow and to Barnet;
- 1.3.11 Receive, review and comment on reports on any proposed policy changes in connection with the delivery of the Service and to recommend any revised policy to Brent, to Harrow and to Barnet;
- 1.3.12 Consider, scrutinise and comment on any reports about issues, concerns or complaints relating to the delivery of the service and to seek to resolve these;
- 1.3.13 Stipulate any necessary action to Brent, to Harrow or to Barnet to resolve any concerns about the delivery or quality of the service which may include but not be limited to recommending changes in practice or operational matters, further training, mentoring, disciplinary action or in severe cases, replacement redeployment or removal of staff or replacement of equipment or IT systems as appropriate;
- 1.3.14 Review of Service User satisfaction surveys and ensure that the service implements a response to their findings and to consider and make recommendations as to the form, frequency and method of reporting of Service User satisfaction surveys for the remainder of the Term; and
- 1.3.15 Take part in any future recruitment process and approve the appointment of any future Mortuary Manager which the Parties agree shall be advertised internally at Brent, Barnet and Harrow before being externally advertised.
- 1.4 Brent shall pay due regard to any comments of the SMB and ensure any adverse issues are fully addressed or any stipulated actions are implemented within the timescales to be agreed between the Parties.
- 1.5 The SMB will meet quarterly or more frequently as agreed.
- 1.6 If the SMB cannot agree an issue on which it is required to give a decision on, then such issue may be referred to Dispute Resolution under clause 20 of the Agreement.

APPENDIX 4

OPERATIONAL MATTERS

1 Mortuary Operation Procedures

- 1.1 Brent shall from the Commencement Date ensure that the Shared Service provides the Services in compliance with the Mortuary Operation Procedures (MOPs) listed and attached at Appendix 4, Annex 1 and throughout the Term. Before 1st April for each subsequent Financial Year, the Shared Service shall review the MOPs and make any necessary updates or amendments to such MOPs as agreed by the Parties and the Strategic Monitoring Board. The MOPs shall be in a form agreement between Brent, Harrow and Barnet and shall set out the expected performance of the Shared Service which shall be provided within the overall Core Budget.
- 1.2 The MOPs shall cover the provision of the service as detailed in Appendix 1 and are summarised in the following service groupings:
- Admission of Deceased
 - Safe & Regulated Storage
 - Control of valuables, histology, organs and medical reports
 - Post Mortems
 - Release of Deceased
- or such other areas of Shared Service as agreed from time to time with the Parties to reflect agreed changing requirements for the scope of MOPs, change in statute/regulation, change in the needs of Service Users and/or organisational change.
- 1.3 The services provided shall be monitored monthly against the anticipated workload levels in each of the MOPs, and the Mortuary Manager will provide such reasonable information about the month to month delivery of the Services to the SMB.

2 Quality and Standards

- 2.1 Brent shall comply fully with the standards required by the Human Tissue Authority, HM Coroner and other agreed (and nationally recognised) best practice, which applies to every aspect of the Service provided.
- 2.2 Brent shall comply with the standards required to maintain existing corporate and service related accreditations.
- 2.3 Brent shall provide training to all Staff on the Parties' anti-money laundering, anti-bribery and FOI Act procedures.
- 2.4 In cases involving a Service User and/or third party dispute that may lead to court or tribunal proceedings against Barnet or Harrow, the need to comply with court/tribunal rules places responsibilities on the Parties involved including Brent as its service provider. Failure by a Party to comply with its responsibilities may lead to the imposition of sanctions for which the defaulting Party will be responsible.
- 2.5 Where negligence or misconduct by Brent results in an adverse costs order being made against Barnet or Harrow, the liability for meeting such costs shall be met by Brent and shall not be included within the Charges.

3 Key Contacts

- 3.1 The Key Representative in respect of this Agreement for Barnet shall be the Contract Manager. The Key Representative in respect of this Agreement for Harrow shall be the Divisional Director – Commercial Services. The Key Representative in respect of this Agreement for Brent shall be the Brent Senior Officer.
- 3.2 The Key Representatives shall be responsible for the overall operation of this Agreement and the relationship between the Parties.
- 3.3 For 'day to day' queries concerning financial matters including service volumes, performance and financial management relating to the delivery of the Shared Service Barnet or Harrow should contact the Mortuary Manager.
- 3.4 The Mortuary Manager shall keep updated full information as to its people, structure and the service that it provides, and update it, according to Brent procedures.

4 Managing this Agreement

- 4.1 The Mortuary Manager will welcome and shall actively seek feedback and comments from Barnet and Harrow.
- 4.2 The Mortuary Manager will deal with and attempt to resolve all complaints from Service Users in accordance with Brent's complaint's policy. Where the complaint is upheld, Brent shall review its working practices to reduce the risk of a reoccurrence.
- 4.3 The SMB shall meet on a quarterly basis to review the operation of this arrangement as set out in Appendix 3.

5 Instructions and Communication

- 5.1 As at the Commencement Date, Barnet and Harrow will provide Brent, with what Barnet and what Harrow considers to be the relevant background information. The Mortuary Manager (and/or other appointed officers) shall discuss this with Barnet and Harrow and identify any additional information requirements. If there is requirement for further information it shall let Barnet and Harrow know, who will respond within an agreed timescale.
- 5.2 When Brent needs to communicate to Barnet, Harrow and others, in writing it shall seek to maximise the use of digital media and communicate through e-mail and virtual meeting spaces wherever possible. The Mortuary Manager (and/or other appointed officers) shall meet with Barnet when there is a mutually agreed objective and that the outcomes from the meeting will add value. Otherwise the Mortuary Manager (and/or other appointed officers) shall speak to Barnet and Harrow over the telephone. Attendance at meetings may exceptionally be required at short notice but wherever possible reasonable notice will be given.
- 5.3 When any significant risk to Barnet or Harrow is identified as a result of a proposed course of action, the Mortuary Manager (and/or other appointed officers) shall discuss with Barnet and Harrow whether the proposed course of action shall justify the expense or risk involved including, if relevant, the risk of having to bear a third party costs. The Mortuary Manager (and/or other appointed officers) shall inform Barnet and Harrow in writing of any circumstances of which it becomes aware which will or may affect the degree of risk involved or cost benefit to Barnet and Harrow of continuing with the matter.
- 5.4 As a key part of this Shared Service, Barnet and Harrow will expect Brent to be committed to a culture, which promotes equality and values diversity. The Shared Service shall be accessible to all. This shall include staff of Barnet and Harrow who deal with the Shared

Service and members of the public and other third parties who deal directly when representing Barnet or Harrow.

- 5.5 The Mortuary Manager (and/or other appointed officers) shall work with Barnet and Harrow to ensure that no person is disadvantaged in accessing the Shared Service as a result of the way the partnership shared services arrangement deliver them.

6 Dispute resolution

If a dispute arises between the Parties, the Senior Officers will normally be expected to resolve it. In the case of a serious complaint or any other special circumstances (such as the Key Representatives being involved in the disputes) then the matter will be resolved in accordance with Clause 20 (Dispute Resolution) of the Agreement.

7 Variations to the service

As detailed in Clause 21.1 of the Agreement, variations to service shall only be valid if it has been agreed in writing and signed by duly authorised representatives of each Party.

- 7.1 Brent will be responsible for the provision of business cases that determine a variation to the Shared Service, where there are known factors that will increase or decrease the operational and financial performance of the Shared Service.
- 7.2 In such circumstances, the Mortuary Manager shall immediately communicate this to the appointed Senior Officers and the SMB shall then decide an action plan moving forward.
- 7.3 The SMB will decide the materiality of the proposed variation and will commission a business case if required.
- 7.4 Where it is deemed that a business case is required, it should provide clear evidence of an opportunity for the overall increase in a net surplus or a cashable benefit. This will require the Mortuary Manager to include in the business case a statement of gain share, which will determine how the accrued benefit will be realised by Barnet, Harrow and Brent.
- 7.5 The statement of gain share will provide information and financial statements that will provide the Barnet Contract Manager, Harrow Divisional Director – Commercial Services and SMB with the following information:
- 7.5.1 A service description;
 - 7.5.2 Metrics of the increased/new activity by geographical area of delivery;
 - 7.5.3 Projected income or savings resulting from the increased activity by geographical area of delivery;
 - 7.5.4 Investment and/or set-up costs;
 - 7.5.5 Projected increases in service Revenue Costs;
 - 7.5.6 Expected net surplus or cashable benefit resulting from the variation in service;
 - 7.5.7 An analysis of the risks relating to service variation; and
 - 7.5.8 A proposed gain share between Brent, Harrow and Barnet that will impact the Core Budget available to run the service;

- 7.6 There will be a broad acceptance by the Parties that any proposed gain share between Brent, Harrow and Barnet will recognise there is an equitable allocation of net revenue or savings between Brent, Harrow and Barnet.
- 7.7 Where the business case provides evidence of an accruing risk that will result in the overall decrease in existing net surplus or a cashable benefit not detailed in the Core Budget, it will be recognised that this is will require the Mortuary Manager to include in the business case a statement of service reduction, which will determine how the accrued loss in net revenue will impact both Barnet and Brent.
- 7.8 The statement of service reduction will provide information and financial statements that will provide the Contract Manager and SMB with the following information:
- 7.8.1 A service description;
 - 7.8.2 Metrics of the decrease in planned activity by geographical area of delivery;
 - 7.8.3 One-off costs relating to the variation in service;
 - 7.8.4 Projected decreases in service revenue costs;
 - 7.8.5 Expected net deficit or cashable loss resulting from the variation in service;
 - 7.8.6 An analysis of the risks relating to service variation; and
 - 7.8.7 Any proposed cost Share between Brent and Barnet that will impact the Core Budget available to run the service.

Annex 1

Mortuary Operation Procedures

Summary Updated Mortuary Operation Procedures - consequential on introduction of HTARI s

Procedure	Title
MOP 002	HTARI
MOP 003	Air Conditioning
MOP 005	Barrier Lines
MOP 006	Bodies in Store
MOP 007	Body Identification Discrepancy
MOP 008	Body Storage Maint. And Repair
MOP 009	Body, Tissue, Fluid Identification
MOP 010	Bodies with Similar Names
MOP 011	Cleansing and Decontamination of PM rooms
MOP 012	Cleansing of Ancillary area of Mortuary
MOP 014	Disinfectants and Chemical uses
MOP 015	Disposal and Collection of Laundry
MOP 016	Disposal of Waste
MOP 017	Disposal of Tissue
MOP 018	Forensic Specimens
MOP 019	Freezing of Bodies
MOP 020	Fridge Monitoring
MOP 022	Histology
MOP 023	Hospital Medical Notes
MOP 024	Hydraulic Trolleys
MOP 025	Identification and Viewings
MOP 026	Infectious Cases
MOP 028	Mortuary Database
MOP 029	Movement of Tissue Samples
MOP 030	Obese Cases
MOP 031	Opening Preparation Closure
MOP 033	Equipment Servicing and Repairs
MOP 034	Overflow
MOP 036	Pathologists Histories
MOP 037	Preliminary Autopsy
MOP 038	Property Collected by Relatives
MOP 039	Properties or Valuables discrepancy
MOP 040	Receipt of Bodies from NBS
MOP 041	Receipt of Deceased during working hours
MOP 042	Releasing bodes to funeral directors
MOP 043	Removal of Pacemaker or ICD

MOP 044	Repatriation of Tissues
MOP 045	Retention of Mortuary Documents
MOP 046	Retention of Tissue for DNA
MOP 047	Return bodies to store
MOP 048	Routine Coroners
MOP 051	Suspicious Deaths
MOP 052	Toxicology
MOP 053	Transfer from NPH
MOP 054	Document Control
MOP 055	Internal Audits
MOP 056	General Safety Precautions
MOP 057	General Staff Arrangements
MOP 058	FD Reception Process
MOP 059	Contingency Procedures

APPENDIX 5

EXIT ARRANGEMENTS

1 Overriding objectives

- 1.1 Within 3 (three) months of the date of this Agreement the Parties shall prepare a draft exit plan and shall have two overriding objectives in planning and implementing such exit plan. These are to ensure:
- 1.1.1 a smooth transition so that there is no interruption in the provision of the highest quality Services to Service Users, sufficient and comprehensive handover arrangements and business continuity for the Parties.
- 1.1.2 that Service Users and the Staff affected by the exit are fairly treated, receive adequate communication, are involved in the process and are not adversely affected.

2 Procedure on termination or expiry

- 2.1 On receipt of notice that the Agreement is to be terminated (whether in whole or in part) in accordance with the terms of the Agreement, the Parties shall implement the exit plan which shall contain details as outlined below:
- 2.1.1 Governance structure for the transition phase;
- 2.1.2 Subject to the provisions of this Agreement, identification of any equipment, files, file notes, correspondence, records, documents and other papers used by, produced by or stored by Brent to deliver the Services (which may include equipment not solely used for the provision of the Services);
- 2.1.3 Transfer of any data (whether in hard copy or electronic);
- 2.1.4 TUPE Lists and pension details (subject to data protection law);
- 2.1.5 The roles of each Party during the period leading up to Termination;
- 2.1.6 Sub licence or sub lease to Barnet to make use of the original mortuary premises as may be reasonably required.

3 Review of Exit Plan

- 3.1 The exit plan shall be reviewed by the Parties annually throughout the Term of the Agreement or at such other times as may be reasonably requested by a Party.
- 3.2 Such reviews shall examine the procedures and methodologies set out in the exit plan and assess their suitability in light of any changes to the Services that have occurred since the later of the original approval of the exit plan or the most recent review.

4 **Handover Period**

The Parties shall take all such reasonable steps as shall be necessary for the orderly hand-over of the Services such that the Services can be carried on with the minimum of interruption and inconvenience to Service Users and all Parties which shall include but not be limited to preparation of detailed handover notes summarising the status of each case or matter including relevant time limits and outstanding actions.

5 **Employment issues during exit period**

5.1 The Parties will during the exit period establish an exit group comprising staff of each of the Parties to manage transition of the Services, and to implement the provisions of the exit plan (the "Exit Group"). The Parties will make available sufficient resources to meet the requirements of the Exit Group. The Exit Group will manage all the activities needed for the transfer of the Returning Services from Brent to Barnet, Harrow or any Future Provider so that the transition is carried out as seamlessly as possible.

5.2 On expiry or earlier termination of this Agreement, as part of the exit plan the Parties agree that it is their intention that TUPE shall apply in respect of the provision thereafter of any service equivalent to a Service to Service Users by Barnet, Harrow or any Future Provider but the position shall be determined in accordance with the Law during the exit period and this paragraph 5 is without prejudice to such determination.

5.3 The Parties agree that during the exit period, the Exit Group shall work to identify those staff engaged by Brent who would:

5.3.1 if they remained employed by Brent at the end of the exit period, be the subject of a Relevant Transfer to Barnet, Harrow or any Future Provider in respect of the Returning Services for which Barnet, Harrow or any Future Provider shall become responsible at the end of the exit period, or

5.3.2 be offered employment pursuant to the provisions of clause 5.8 below,

together the Potential Transferring Employees.

5.4 During the exit period, to the extent that any Potential Transferring Employees resign or their employment is terminated by Brent, the Exit Group will agree that in the event that this creates any vacancies within the workforce delivering the Returning Services during the exit period, such vacancy shall to the extent possible in light of service delivery requirements in relation to the Returning Services either:

- i not be filled by Brent during the exit period; or
- ii be filled by the engagement by Brent of agency staff or staff engaged on fixed term contracts of employment; or
- iii Barnet, Harrow or any third party shall instead recruit a suitable individual in relation to that vacancy and then second such individual to Brent for the remainder of the exit period to deliver the Returning Services with such secondment to end at the end of the exit period; or

- iv where Brent recruits any suitable individuals in relation to that vacancy, such recruitment shall be on the basis that the individual will only be engaged in the delivery of the Returning Services and it shall be made clear as part of such recruitment that the individual will be subject to a Relevant Transfer to Barnet or any third party at the end of the exit period.

- 5.5 At the start of the exit period, to the extent possible under TUPE and/or the applicable Law at the relevant time, the Exit Group shall use all reasonable endeavours to consult upon and agree a reorganisation process with the Potential Transferring Employees and/or their appointed employee representatives or trade unions, to confirm who will be the subject of a Relevant Transfer to Barnet, Harrow or any Future Provider at the end of the exit period;
- 5.6 The Exit Group shall use all reasonable endeavours to agree and implement any other steps, measures, processes and/or procedures in order to minimise the potential for any Potential Transferring Employees not being the subject of a Relevant Transfer to Barnet, Harrow or any Future Provider at the end of the exit period.
- 5.7 Where, despite the requirements of paragraphs 5.4 – 5.6 having been complied with, there remain any Potential Transferring Employees who may not be the subject of a Relevant Transfer, the provisions of paragraphs 5.8 to 5.11 below shall apply.
- 5.8 If TUPE does not apply on the expiry or termination of this Agreement to any Potential Transferring Employees, Barnet and/or Harrow shall or shall procure that each Future Provider shall as far as possible offer employment to the Potential Employees employed by Brent in the provision of the Returning Services immediately before the end of the exit period.
- 5.9 If an offer of employment is made in accordance with paragraph 5.8, the employment shall be on the same terms and conditions as applied immediately before the expiry or earlier termination of this Agreement including full continuity of employment.
- 5.10 Where any such offer as referred to in paragraph 5.8 is accepted, Brent shall indemnify and keep indemnified in full Barnet, Harrow and/or any Future Provider on the same terms and conditions as those set out in paragraph 5.17 as if there had been a Relevant Transfer in respect of each and every employee who has accepted any such offer and for the purposes of paragraphs 5.14 - 5.20 each and every such employee shall be treated as if they were a Returning Employee.
- 5.11 Where Barnet, Harrow or any Future Provider does not make any such offer or any such offer as referred to in paragraph 5.8 is not accepted and TUPE does not apply, the provision of paragraph 5.12 below shall apply regarding any redundancy or reorganisation costs incurred by Brent.

Redundancy and Reorganisation Costs

- 5.12 Where Barnet, Harrow or any Future Provider does not make any such offer or any such offer as referred to in paragraph 5.8 is not accepted and TUPE does not apply to any Potential Transferring Employee, then:
 - (a) Brent shall be entitled to dismiss any or all of the Potential Transferring Employees by reason of redundancy or for some other substantial reason provided that Brent shall carry out in the required manner any obligation to

consult with the Potential Transferring Employees or any of them, or their respective representatives, and shall use all reasonable endeavours to mitigate the amount of any costs payable in respect of the said employees or their dismissal; and

- (b) Barnet and Harrow shall each indemnify Brent against all Losses and/or Employment Claims relating to the dismissals referred to in paragraph 5.12(a) above reasonably incurred by Brent (including any additional costs incurred in relation to the Local Government Pension Scheme). Losses and Employment Claims shall be apportioned between Barnet and Harrow in proportion to the population figure for their respective areas according to the most recent population estimates issued by the Registrar General's estimate (CIPFA statistics).

5.13 Without prejudice to the provisions of clauses 5.1 - 5.12 above, and in any event,

5.13.1 during the twelve (12) months prior to the expiry of the Agreement or after Barnet or Harrow has given notice to terminate the Agreement and within twenty one (21) Days of being requested to do so, Brent shall fully and accurately disclose to Barnet and Harrow any and all information in relation to all persons engaged in providing the Service including:

- (a) a list of employees employed by Brent or any sub-contractor in the provision of the Services;
- (b) a list of agency workers, agents and independent contractors engaged by Brent or any sub-contractor in the provision of the Services;
- (c) the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of those persons; and
- (d) the terms and conditions of employment or other contract with such persons

and shall notify Barnet and Harrow as soon as reasonably practicable of any variation in the information provided under this clause 5.13 and shall provide Barnet and Harrow with the revised and accurate information. Brent warrant that such information is complete and accurate as far as it is aware or should reasonably be aware as at the date it is provided.

5.13.2 during the twelve (12) months prior to expiry of the Agreement or where notice to terminate this Agreement for whatever reason has been given, save where it is as a result of a decision by the Exit Group, Brent shall not and shall procure that any sub-contractor shall not without the prior written consent of Barnet and Harrow (such consent not to be unreasonably withheld or delayed) unless in the ordinary course of business:

- (a) vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the Services;
- (b) materially increase or decrease the number of employees employed in connection with the Services; or

- (c) assign or re-deploy any employee employed in connection with the Services to other duties unconnected with the Services or assign or re-deploy any employee employed to carry out duties unconnected with the Services to the duties connected with the Services.
- 5.14 Brent shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the date of any Relevant Transfer in respect of such Transferring Employees on expiry or termination of this Agreement.
- 5.15 Barnet and Harrow shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of those Transferring Employees returning to Barnet and Harrow respectively, including without limitation, all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, for the period on or after the date of any Relevant Transfer in respect of such Transferring Employees on expiry or termination of this Agreement.
- 5.16 Brent shall indemnify and keep indemnified Barnet, Harrow and any Future Provider against any Losses caused to Barnet, Harrow or any Future Provider by any inaccuracy or incompleteness in such information as is provided under 5.13 above or by any changes in the information which have not been communicated to Barnet or Harrow (whether relating to the number, identity or details of the Transferring Employees or otherwise) which occur prior to the Relevant Transfer Date.
- 5.17 Brent shall indemnify Barnet, Harrow and any Future Provider in full from and against all Losses and/or Employment Claims which Barnet, Harrow and/or any Future Provider incurs arising from:
 - (a) any act or omission of Brent or any sub-contractor in relation to the Transferring Employees,
 - (b) subject to the provisions of paragraph 5.12 above, any claim by an employee or former employee of Brent or any sub-contractor who is not a Returning Employee, and
 - (c) any representations made by Brent or any sub-contractor in relation to employment by Barnet and/or any Future Provider, provided that such Losses and/or Employment Claims are not payable as a result of any act or omission by Barnet, Harrow and/or any Future Provider.
- 5.18 Barnet shall indemnify Brent against all Losses and/or Employment Claims incurred by Brent in connection with or as a result of any claim or demand
 - (a) by an employee of Brent who would, had it not been for the termination of that employee's employment pursuant to the provisions of TUPE Regulation 4(9) and/or 4(11), have been an employee with a right to transfer to Barnet under TUPE,
 - (b) arising out of Barnet's failure to comply with its obligations under TUPE Regulation 13(4).

- 5.19 Harrow shall indemnify Brent against all Losses and/or Employment Claims incurred by Brent in connection with or as a result of any claim or demand
- (a) by an employee of Brent who would, had it not been for the termination of that employee's employment pursuant to the provisions of TUPE Regulation 4(9) and/or 4(11), have been an employee with a right to transfer to Harrow under TUPE,
 - (b) arising out of Harrow's failure to comply with its obligations under TUPE Regulation 13(4).
- 5.20 Barnet shall indemnify Brent in full from and against all Losses and/or Employment Claims which Brent incurs arising from any act or omission of Barnet and/or any Barnet Future Provider in relation to the Transferring Employees. Harrow shall indemnify Brent in full and against all Losses and/or Employment Claims which Brent incurs arising from any act or omission of Harrow and/or any Harrow Future Provider in relation to the Transferring Employees.

APPENDIX 6
CABINET DECISIONS

[insert list of 2025 decisions for the various Parties]

APPENDIX 7

[insert details of Employees employed at the Commencement Date]

APPENDIX 8

POLICIES

In accordance with Clause 12.6 the Shared Service will comply with the following Barnet Policies (as amended and updated from time to time) in the delivery of the Service.

- Health and Safety
- DBS checks
- Data protection
- Freedom of Information
- Equalities
- Prevention of Fraud


APPENDIX 9

RISK MANAGEMENT

- 1 **This Appendix sets out the risk management procedure, which the Shared Service should maintain in the delivery of the Shared Service. Barnet and Harrow acknowledge that Brent, as a Local Authority in England and Wales, already operates a compliant and comprehensive corporate and operational Risk Management process.**
- 2 **Risk registers, review and risk management**
 - 2.1 The SMB will consider all matters of risk, both external and internal, and agree and implement policies and procedures to deal with them where necessary, which the Mortuary Manager will be responsible for implementing.
 - 2.2 The Mortuary Manager shall ensure that there is a fully managed risk register that details and identifies the position, assessment and mitigation of all risks relating to his/her delivery of the Shared Service.
 - 2.3 A full assessment of risks relating to the service should be included in the annual service plan.
 - 2.4 The Mortuary Manager and Contract Manager shall review monthly, the service risk register to ensure that mitigation actions are progressing to plan.
 - 2.5 A report summarising the key risks managed through the risk register will also be made available to SMB at their quarterly meetings, or sooner via an interim report, if agreed with the Contract Manager.
 - 2.6 Brent shall at all times manage the Service so as to minimise any third-party claims for compensation, damages or otherwise or any legal liability to Clients or third parties arising in connection with or incidental to the carrying out of the Service through the negligence, defaults, acts or omissions of the Shared Service Staff. Brent shall immediately notify Barnet and Harrow of any liability or claim of which it becomes aware for which Barnet and / or Harrow may be liable.
- 3 **Risk audit**
 - 3.1 As detailed in Clause 28 of the Agreement, Brent shall comply with the requirements of Barnet's and / or Harrow's annual internal audit programme, and the Mortuary Manager (subject to request and reasonable notice) will provide the service risk register to Barnet's and / or Harrow's internal audit team..
 - 3.2 Where it is agreed that that where Brent's internal audit undertake a review on behalf of Barnet and / or Harrow, the Mortuary Manager (subject to request and reasonable notice) will provide the service risk register to Brent's internal audit team.

APPENDIX 10
DATA SHARING AGREEMENT

[insert]

	Cabinet 8 September 2025
	Report from the Corporate Director of Children, Young People and Community Development
	Lead Member - Cabinet Member for Children, Young People and Schools (Councillor Gwen Grahl)
Relocation of Islamia Primary School	

Wards Affected:	Stonebridge / Queens Park / Preston
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
List of Appendices:	One Appendix 1: Equality Impact Assessment on Relocation of Islamia Primary School
Background Papers:	None
Contact Officer(s): (Name, Title, Contact Details)	Shirley Parks Director, Education, Partnerships and Strategy 020 8937 4259 Shirley.parks@brent.gov.uk Tanveer Ghani Director, Property and Assets 020 8937 1722 Tanveer.ghani@brent.gov.uk

1.0 Executive Summary

- 1.1 This report provides Cabinet with a summary of informal and formal consultation undertaken by the Governing Board of Islamia Primary School (IPS) on the school's proposed relocation to the Gwenneth Rickus site on Brentfield Road as a 2 Form Entry (2FE) school from September 2027.
- 1.2 The Yusuf Islam Foundation (YIF) served eviction notices to its Voluntary Aided school, IPS, in 2022. As the Local Authority has a duty to maintain IPS as a

Voluntary Aided school, officers have been working since then with the YIF and the school's Governing Board to find an alternative site.

- 1.3 In May 2025, Cabinet agreed that the Governing Board of IPS should follow the statutory consultation process and undertake consultation on a proposal to relocate to the Gwenneth Rickus site in 2027, supported by the Local Authority.
- 1.4 Informal consultation was undertaken from Monday 26 May 2025 to Monday 23 June 2025. After reviewing responses received during the informal consultation, the Governing Board took the decision to undertake formal consultation from Monday 30 June 2025 to Monday 28 July 2025. A summary of responses to the formal consultation is set out in Section 4 below. Having considered the responses, the Governing Board and the YIF remain in support of the relocation.

2.0 Recommendations

That Cabinet:

- 2.1 Notes the outcome and analysis from the formal consultation.
- 2.2 Agrees the proposal to relocate Islamia Primary School to the Gwenneth Rickus site on Brentfield Road as a 2FE school from 1st September 2027.
- 2.3 Notes that the Gwenneth Rickus site would be transferred into the name of the Yusuf Islam Foundation, who would be required to hold the site for the benefit of the Islamia Primary School. Further details in terms of ownership would be set out in a Trust Deed. This would ensure that the primary school would be protected from eviction in future.

3.0 Detail

3.1 Cabinet Member Foreword:

- 3.1.1 IPS has had voluntary aided status since 1998 and, as the only Muslim state primary school in the borough, is a popular school with 420 pupils on roll. It is important that the Local Authority supports the continuation of the school and a move to the Gwenneth Rickus site would make this possible.
- 3.1.2 School organisation and place planning supports the Borough Plan Strategic Priority 4: The Best Start in Life, by ensuring there are sufficient school places for children and young people in Brent and choice in places available, supporting every child and young person to access high quality education in the borough.
- 3.1.3 Responses from stakeholders during the formal consultation are appreciated and those in support of the proposal demonstrate how valued IPS is by the school community. Concerns raised during the formal consultation are also acknowledged and the Local Authority commits to working with the wider community to ensure a successful relocation of the school.

3.2 Background

- 3.2.1 IPS was established as an independent school in 1983 by the Islamia Schools Trust. The school was granted public funded status as a Grant Maintained school (GM) and then Voluntary Aided status in 1998 as a one form of entry school. In 2006 when the Trustees of another Voluntary Aided Muslim faith primary school, the Avenue, decided to close their school, the Governing Board of IPS agreed to publish proposals to accommodate former Avenue pupils with a view to formally expand the school through development of a new-build 2FE primary school on the Salusbury Road site. This, however, has not progressed despite considerable efforts by the Council, including design development work in 2015, and development of a capital funding package (that include £2.8m from the then Education Skills and Funding Agency (ESFA)). The school has, therefore, continued to operate as a de facto two form of entry school based at the school's main site on the Salusbury Road site and occupying the top floors of Winkworth Hall on Chevening Road via a lease agreement with the Council, which was a temporary solution to meet the school's additional accommodation needs.
- 3.2.2 In July 2020, the Yusuf Islam Foundation (YIF) as owners of IPS's current site on Salusbury Road, served an eviction notice on IPS and the Council. During January 2022, the YIF served new eviction notices on IPS and the Council requiring IPS to vacate the premises they currently occupy on Salusbury Road by 31 July 2022 and 31 July 2023 respectively. In December 2023 a new eviction notice was served requiring the school to vacate the premises by January 2026, now extended to August 2026. The YIF will extend the latest eviction notice to August 2027 if Cabinet agrees to the relocation of the school to the Gwenneth Rickus site. If there is no such agreement and an alternative site is not identified, then closure of the school would need to be considered.
- 3.2.3 IPS is one of Brent's most popular schools as the only state Muslim school in the borough. The school has 418 pupils on roll (School Census January 2025), the majority of whom are from Brent and each year the 60 Reception places are usually offered to families who applied for the school as their first preference. The school has a high sibling factor with 43% of Reception places in both September 2025 and September 2024 offered to siblings. The number of out-of-borough children offered was historically low, but is now 21.5% of all pupils (17.2% in 2024 and 14.4% in 2023), following the removal a local catchment area from the school's admission arrangements in 2020. 36.7% of offers made for Reception in September 2025 are for children who live outside Brent.
- 3.2.4 As a Voluntary Aided school, Brent Council has a duty to maintain IPS, which includes considering alternative site options. The Council has previously considered options to relocate the school to the Strathcona site on Strathcona Road, Wembley, that was previously used for primary provision by Roe Green Infant School until July 2022. Following an informal consultation, the Governing Board did not move forward with statutory consultation on the proposal and has informed the Council that they do not wish to locate to the Strathcona site.

- 3.2.5 The Council has continued to consider alternative sites across the borough for the school. The only other suitable site that has been identified is the Gwenneth Rickus site on Brentfield Road, which will be vacant from September 2027 following the Cabinet decision in May 2024 to implement a phased closure of the current primary school provision on the site, which is delivered by Leopold Primary School. At the time of the decision, the council committed to retaining the site for educational use, with the intention to use the site for children and young people with special educational needs and disabilities (SEND). While the relocation proposal would mean this would not be possible at the Gwenneth Rickus site, the Strathcona site will be developed for this purpose as it is not required for IPS.
- 3.2.6 The relocation of IPS to the Gwenneth Rickus site would contribute to the borough's strategic objective to ensure that all children have the Best Start in Life. It would:
- Help meet the Council's statutory duty to provide a diversity of school places for all Brent pupils applying to the Council for a school place
 - Provide a new site for IPS to sustaining an overall good quality of education for pupils
 - Ensure that children are taught in a suitable setting. Currently pupils are taught in split-site accommodation on the Salusbury Road site and in classrooms in Winkworth Hall, a building leased from the Council.
- 3.2.7 On 19th May 2025, Cabinet received a report that noted the historical context and background of educational provision provided by IPS and the proposal to move IPS to the Gwenneth Rickus Site. It was noted that the proposal would require the statutory process for making significant changes to schools to be followed as set out in Making Significant Changes ('prescribed alterations') to Maintained Schools (Statutory Guidance for Proposers and Decision-makers, Department for Education, March 2025). Cabinet was informed that this would involve informal and formal consultation led by the Governing Board. It was also noted that if the school relocated to the Gwenneth Rickus site, the site could be transferred into the name of the YIF, who would be required to hold the site for the benefit of the IPS through a Trust Deed thereby ensuring that the primary school would be protected from eviction in future.

4.0 Stakeholder and Ward Member Consultation

4.1 Statutory Consultation

- 4.1.1 The relocation of IPS required the statutory process for making a prescribed alteration at a maintained school to be followed. As a Voluntary Aided school, the Governing Board was responsible for the proposal and complying with each step of the statutory consultation process. The Local Authority is the decision maker and Cabinet need to either agree or reject the proposal within two calendar months of the end of the representation period.

Informal Consultation

- 4.1.2 Informal consultation took place between 26 May 2025 and 23 June 2025. Consultation packs were shared with staff and parents of children at the school and leaflets were distributed to local stakeholders, including households who live in the area around the Gwenneth Rickus site. Other local primary schools were also made aware of the consultation. A staff meeting was held on 2 June and public meetings were held at IPS on 9 and 17 June (one in the morning and the evening) and at the Gwenneth Rickus site on 19 June.
- 4.1.3 37 written responses were received and approximately 50 members of the public attended the public consultation meetings. The overwhelming consensus of views expressed during the informal consultation was that IPS's current shared site/split-site arrangement and shortage of space was having a negative impact on the educational provision being provided by IPS. It was noted that the Gwenneth Rickus site on Brentfield Road would offer improved indoor and outdoor facilities on a single site which would enhance the children's learning experience.
- 4.1.4 At the public meeting held on the Gwenneth Rickus site, staff from Leopold Primary School expressed concerns around the impact on children currently receiving education on the site, whose families were unsure of what would be happening to them, and the impact more broadly on other schools in the area, given that the Local Authority has already identified that there is a surplus of capacity in the area. Local Authority officers committed to continue to work with Leopold Primary School to support parents to understand the impact of the school ceasing to use the site from 2027 (which was work that had already started following the consultation to close the provision on site from May 2024).
- 4.1.5 Concerns were raised in the public meeting at the Gwenneth Rick site about the impact of relocating a mainstream provision to the site on pupil numbers at other local schools. This point was also made in the one written objection to the proposed move during the informal consultation from the governing board of a local school that questioned the decision to relocate IPS to the site, given that the closure of the Leopold Primary School provision on the site was intended to support the sustainability of local schools by removing mainstream capacity in the context of falling pupil rolls. This concern was also raised during the formal consultation (see below). The Governing Board of IPS considered that moving IPS to the Gwenneth Rickus site would not have an adverse impact on other local schools as it is expected that almost all current pupils would transfer with the school. There is also no intention of expanding the school beyond its current 2FE. The move would, however, bring clear benefits to IPS pupils such as much needed space and purpose-built facilities that would enhance education and learning, particularly in circumstances where the school might otherwise face closure, which would be a loss to Brent's educational landscape.
- 4.1.6 Having considered the written response and comments shared during consultation meetings, the Governing Board took the decision on 23 June 2025 (reaffirmed on 24 June to allow consideration of any responses received on the evening of 23 June) to proceed with formal consultation and publication of a statutory notice in line with DfE guidance Making Significant Changes

(‘prescribed alterations’) to Maintained Schools (Statutory Guidance for Proposers and Decision-makers, Department for Education, March 2025).

Formal Consultation

- 4.1.7 Statutory (formal) consultation took place between 30 June 2025 and 28 July 2025. Notices were placed at the school site and at prominent locations on the IPS website and the Council’s consultation portal. Staff and parents of children attending the school were informed about the formal consultation and a notice was published in the Brent and Kilburn Times. Stakeholders were able to respond to the consultation with their comments or objections by completing the response form available on the Brent Have Your Say consultation portal, or by e-mailing or writing to the school directly.
- 4.1.8 56 responses were submitted to the Brent Have Your Say consultation portal, 6 responses were submitted directly to the school and one response was handed in to the Civic Centre.
- 4.1.9 50 responses were fully supportive of the proposal. 13 respondents either opposed the relocation or raised concerns about it. Of these, 7 were explicitly opposed or objected to the proposal, while 6 were generally supportive but raised concerns regarding the relocation without explicitly opposing or objecting to the proposal.
- 4.1.10 The reasons respondents provided for supporting the proposal include:
- that the current site is not fit for purpose, citing the inadequacy of the current split-site arrangement, lack of space and insufficient facilities (such as playgrounds, canteen, and SEND provision) as major issues and that the new site offers much-needed space and modern facilities.
 - that the move is “long overdue” and essential for the school’s future, with several responses noting that the new site will allow all pupils to be together, improve learning conditions and provide a safer, more suitable environment.
 - that the move is vital for preserving the school’s unique faith-based educational offering and its role in the community.
 - that for some parents the relocation will make the school more accessible and that, while the site may be further away for some, the benefits of the relocation outweigh any personal inconvenience.
- 4.1.11 A number of respondents:
- suggested that the new site is fully refurbished and equipped to modern standards before the move, with particular attention to SEND facilities, safety and appropriate faith-based spaces.
 - suggested that consideration is given to transport solutions for families who would have a longer commute.
 - mentioned practical issues related to parking and public transport access and community integration at the new site.
 - asked for clear transition planning and communication with stakeholders to ensure a smooth move.

4.1.12 The Governing Boards of three local primary schools responded to raise concerns that opening another mainstream primary in an area where there are falling rolls could destabilise local schools, arguing that surplus capacity on the Gwenneth Rickus site should be used for SEND provision instead.

4.1.13 The Bochasanwasi Shri Akshar Purushottam Swaminarayan Sanstha (BAPS) submitted a comprehensive response to the formal consultation that raised a number of points and included a counter-proposal for the Council to consider.

4.1.14 The key concerns raised in responses that objected to the proposal are:

- the impact of moving IPS to the Gwenneth Rickus site on pupil numbers at other local schools and the balance between faith and non-faith school places
- transferring the new site to the Yusuf Islam Foundation which has issued eviction notices to IPS
- increased travel time to school for some families with pupils at the school and the inconvenience for families who live near the existing site
- traffic congestion and safety at the new site
- the importance of considering community cohesion in a multi-cultural area
- questioning of whether the proposal and consultation are consistent with the Council's statutory duties, national planning legislation and commitments in the Brent Borough Plan.

4.2 Response to objections and concerns

4.2.1 ***Impact on pupil numbers at local schools and community school places:***
It has been suggested that the proposal to use the Gwenneth Rickus site for IPS from 2027 contradicts the rationale for ceasing mainstream primary provision on the site that was aimed at supporting the sustainability of other schools in the context of falling demand by removing capacity. There is concern that moving IPS to the site will increase surplus places in other local schools.

The closure of Leopold Primary School's provision on the Gwenneth Rickus site and a reduction in the Published Admission Number of Mitchell Brook Primary School are measures aimed at reducing primary capacity in the area to support the sustainability of local schools, as set out in the report considered by Cabinet in May 2024. Other measures have also been implemented to reduce capacity and support school organisation, including capping admission numbers at some schools or in individual year groups.

It is expected that the majority of pupils currently attending IPS will remain on the school's roll, with very few places available for new admissions. Furthermore, there is no intention to expand the school beyond its current 2FE, which would not be supported by the Council. It is recognised that relocating IPS to the Gwenneth Rickus site could impact on future reception intakes at local schools. However, as the only Muslim faith school in Brent, IPS draws from a wide area across the borough and this is expected to continue following relocation. The school also has a high intake of pupils from other boroughs (21.5% of all pupils currently and 36.7% of offers made for Reception in September 2025). For 30% of the current pupils, the site will be closer to where

they live. Given the high sibling factor in the school's intakes (43% of Reception places in both September 2025 and September 2024 were offered to siblings), many families currently attending the school irrespective of where they live will continue to access places for younger children in the future.

Demand for school places in Primary Planning Area 4, where the site is located, will continue to be monitored. If further interventions are needed, then this will be considered as set out in the School Place Planning Strategy 2024 – 2028, 1st Refresh (November 2024).

It has been questioned whether the proposal is in line with equality legislation and the Local Authority's duty to ensure that there are sufficient school places for all children who require one and to ensure there is diversity of education provision across the borough in line with fair access to school places. The Local Authority is confident that there are sufficient community school places in Planning Area 4 to meet parental demand. In terms of supporting diversity of provision, the relocation of IPS to the Gwenneth Rickus site ensures a future for the school, that might otherwise need to close. There are no other local Muslim schools in Planning Area 4 and the nearest schools to the site are all community schools. This is very different to the situation in South Kilburn where, as part of the South Kilburn Regeneration Programme, a community school is being built on a site which has been suggested as more suitable for IPS, because all other local schools are denominational and there would be no community provision to provide parents with choice.

4.2.2 *Transferring the site to YIF:* *It was noted that the Gwenneth Rickus site would transfer to YIF, the same organisation that had issued eviction notices to IPS.*

Retaining IPS supports diversity of provision of school places across the borough ensuring there are denominational school places as well as non-denominational places. As IPS is a Voluntary Aided school, the local authority has a responsibility to provide the school with a new site and to transfer this to the YIF, as the school's foundation body in accordance with The Schools Standards Framework Act (SSFA) 1998. The obligation is a statutory one under Paragraph 4(3) of Schedule 3 to the SSFA 1998, and typically these transfers will be referred to as "statutory transfers". This duty is acknowledged in local authorities' place planning function and, in partnership with trustees, operates alongside a local authority's statutory duty to ensure there are enough school places in its area (Section 13(1) Education Act 1996).

The YIF would be required to hold Gwenneth Rickus site for the benefit of IPS. Details of terms of ownership would be set out in a Trust Deed that would ensure that the primary school would be protected from eviction in future. If the site ceased to be used for the school, it would revert back to ownership of the Council.

BAPS raised concern that they had been promised in 2013 that the Council would let them have full particulars of sale to consider an offer, at a time when no changes were anticipated, and they would be made aware if any changes came forward. It is not clear how these statements were made, as no evidence

has been provided, but the Council is of the view that any statements made were not clear and unambiguous to be authoritative to form the basis of a legitimate expectation. In addition when a disposal for school land occurs, it must be lawfully made and in accordance with the relevant legislation.

4.2.3 *Increased travel times to the new site:* *During the informal consultation stage, a minimal number of parents raised concerns that relocation to the site would result in increased journey times.*

There are no plans to provide support for travel assistance for pupils currently attending IPS to the new site, other than travel assistance that is available to eligible children in line with the Local Authority's statutory duties. This includes consideration of the impact of the relocation on children with an Education, Health and Care Plan, some of whom may become eligible for travel assistance.

The Governing Board of IPS remains of the view that the relocation would be positive for the school and that the increase in journey times would not be significant and a longer journey time should be borne by parents who want their children to continue in the school. The parents of any children living in Brent who feel that the journey to the new site is too long or difficult to make or whose journey to school falls outside of the statutory walking distance thresholds set by DfE, would have the option to move their child to a school closer to home by making an application to the Local Authority or to other schools nearby that manage their own in-year admissions.

4.2.4 *Traffic congestion and safety at the new site:* *Concerns have been expressed that the relocation of the school will increase traffic congestion on Brentfield Road, because a high number of parents are likely to drive their children to school. Some parents raised concerns that it could be difficult to drop off and pick up children.*

It is acknowledged that initially some parents will drive to the school's new site and that this could increase traffic at certain times of the day on Brentfield Road and the surrounding area. The Governing Board of IPS is committed to exploring options to provide drop off/pick up parking for parents to minimise the impact of any increased traffic on the local community. It is noted, however, that over time the school may have a more local intake, which would reduce the risk of traffic congestion.

There are transport links to the Gwenneth Rickus site, including a direct bus from IPS' current site. Officers have initiated discussions with Transport for London to increase and improve bus provision once demand for transport services becomes clearer.

School place planning and admissions policies aim to ensure primary school children can attend a local school and therefore can walk to school or take public transport. Within this context, all schools in Brent can access support to develop a sustainable travel plan. IPS currently has a Bronze level travel plan which demonstrates commitment to sustainable travel and minimising car

dependency. The school would be encouraged to develop a travel plan for the new site to assist parents in identifying the best way to travel to school.

4.2.5 *Concerns about community cohesion:* *Concerns have been raised about community cohesion given the relocation of a Muslim school to a site close to the Neasden Temple.*

Mixed communities across Brent reflect that Brent is the most diverse borough in London. Within this context, the Local Authority works proactively with communities to address any community cohesion concerns. Supported by the Council, the Brent Multi-faith Forum also works to develop understanding and shared belonging through bringing communities together.

IPS serves primary aged children – it is not a religious institution used by the wider community. The school seeks to foster community cohesion and interfaith understanding through a broad programme of activity, as highlighted in its most recent s48 Ofsted inspection ([OfSTED & AMS S48](#)). The report noted that “visits to various places of worship and interactions with speakers of other faiths are frequent” and that “followers of other faiths are invited to come to speak to pupils in different year groups.” It also commended collaboration with local mainstream and other faith schools, supported by external quality assurance, ensuring that pupils benefit from a rich and comprehensive educational experience.

The YIF, and its schools, also have a track record of interfaith work, including representation at the former London Interfaith Centre for a number of years, working with the former Three Faiths Forum (now called, The Faith and Belief Forum), hosting the launch of Nisa-Nashim, a Jewish and Muslim women’s network, regular engagement with representatives of the Brent Multi Faith Forum, and participating in borough-wide interfaith walks and outreach activities.

If the relocation to the Gwenneth Rickus site proceeds, the YIF has indicated that it would be supportive of working with the local community to ensure that local considerations are reflected in the school’s decision-making processes. This might include, for example, exploring options for local representation on the Governing Board and, through its broader activities, creating space for dialogue that brings together faith representatives, community groups, residents and council members to consider inclusive engagement and to explore, with the Governing Board, how the site might also support wider community benefit.

4.2.6 *The proposal and consultation are not consistent with the Council’s statutory duties, national planning legislation and commitments in the Brent Borough Plan.*

The proposal to relocate IPS is consistent with the Local Authority’s statutory duties to ensure there are sufficient school places and diversity in provision as set out above. The relocation proposal is not subject to planning consideration.

There is no planned change of use of the site, which has been used for education provision since 2012.

The consultation process has been carried out in line with DfE guidance Making Significant Changes ('prescribed alterations') to Maintained Schools (Statutory Guidance for Proposers and Decision-makers, Department for Education, March 2025). As set out above in Section 4.1 two stages of consultation have been undertaken in relation to the proposal to relocate the school. The first stage was informal consultation, which while not formally required, is considered good practice. The purpose of informal consultation is to hear from the community about any concerns that they may have to measure the likely impact of the proposal on the local community. The second stage was formal consultation for a period of four weeks following publication of a Statutory Notice at the school, on the IPS website, on the Council's consultation portal and in the Brent and Kilburn Times in line with DfE guidance, as referenced above.

The consultation has involved staff, parents and carers of children at IPS and the wider community, including local residents, local schools and BAPS. Meetings with representatives from BAPS, Members and officers took place during the informal consultation period and a formal representation was subsequently received, raising a number of issues that have been considered in the commentary of this report.

The proposal to relocate IPS to secure the school's future aligns with the Brent Borough Plan 2023-2027 objective for all children and young people to receive the Best Start in Life. The Local Authority, YIF and the school have been in dialogue since the school agreed to take pupils from the former Avenue School in 2006 about a long-term solution to the expanded school's accommodation needs. Consultation with key local stakeholders has been undertaken to understand any adverse impacts of the proposal, including on the local community or specific groups. An Equalities Impact Assessment (Appendix 1) has also been undertaken to understand and mitigate any impacts.

- 4.2.7 A document titled "Conceptual Masterplan" has been submitted to the Council on behalf of BAPS Shri Swaminarayan Mandir which outlines their thoughts on the redevelopment of the Gwenneth Rickus property, former Swaminarayan School site, Brentfield Primary School, other land within the temple complex and some of the surrounding properties including existing residential and commercial properties in the vicinity. This is a high-level proposal that provides ideas about how the area could be developed. The proposal has not been developed with involvement or input from Brent Planning, nor with other landowners or stakeholders in the area, and it is therefore not clear if the plan would be deliverable. While in very general terms Brent is supportive of the provision of new homes and community facilities, a number of the ideas that are set out within the document would be contrary to the London Plan and Brent policies and significant further information and engagement with the Council and other stakeholders would be required should the BAPS decide to pursue this.

4.3 Consultation with Ward Members

- 4.3.1 The Leader of the Council and the Cabinet Member for Children, Young People and Schools have been briefed on this proposal.
- 4.3.2 The Stonebridge, Preston and Queens Park Ward Members were made aware of the proposal and updated on the consultation process.

5.0 Financial Implications

5.1 Capital Funding

- 5.1.1 The Gwenneth Rickus site has been used by Leopold Primary School since 2013. It has sufficient capacity for a 2FE school and does not require capital investment in order for this accommodation to be utilised by IPS. A condition survey would be undertaken to determine any essential condition works that should be completed by the Council in line with the Council's Asset Management Plan before any potential transfer of the site.
- 5.1.2 £2.8m of Targeted Capital Fund was transferred from IPS to Brent by the DfE in 2012 in order to manage and deliver the planned IPS new build following the school's unsuccessful attempt at delivering the project. The design of the Salusbury Road site expansion referred to in paragraph 3.2.2 was funded using £200K of the TCF and therefore £2.6m remains. The DfE has agreed on an annual basis for this funding to be rolled forward until such time as a permanent solution for IPS has been identified. The DfE has confirmed that the relocation to the Gwenneth Rickus site does not meet the original criteria for the award of the funding to meet basic need for places and will therefore be clawing the money back.
- 5.1.3 The DfE expects Voluntary Aided bodies to contribute towards capital works that improve their school buildings at a rate of 10% of total costs. As a voluntary aided school, IPS can apply for capital funding to support condition related works through the DfE's Condition Improvement Fund.

5.2 Revenue Funding

- 5.2.1 The school's DSG allocation currently includes £63K in split site funding, which is an element in the national funding formula allocated to schools that operate from more than one site. The school would no longer be eligible for this funding if it relocated to the Gwenneth Rickus site, reducing its per pupil funding by £150 per pupil.

6.0 Legal Implications

6.1 Agreement between parties

- 6.1.1 On 8 July and 23 October 2020 and, subsequently on 19 January 2022, the Foundation served eviction notices on IPS and the Council. The notices were served under section 30 of the School Standards and Framework Act 1998

(SSFA) and section 25 of the Landlord and Tenant Act 1954 (LTA). They required IPS to vacate the premises they currently occupy at 129 Salusbury Road by *“31 July 2022 or the end of academic year 2021/22 if later”* (in the case of the July 2020 and January 2022 notices) and by *“31 July 2023 or the end of academic year 2022/23 if later”* (in the case of the October 2020 notice). A further eviction notice was served in December 2024 requiring the school to vacate the Salusbury Road site by January 2026. This has been extended to August 2026 while the statutory process to relocate to the Gwenneth Rickus site is undertaken.

6.1.2 The Council has agreed with the YIF and the Governing Board of IPS that:

- a) In the event that a decision is taken following consultation to relocate the school, the notice will be extended until August 2027, requiring the school to vacate the YIF’s Salusbury Road premises by August 2027.
- b) Providing the statutory procedures (as required by SSFA 1998) once concluded confirm it is feasible to do so, the School will be relocated to the new site;
- c) The SSFA 1998 requires local authorities to transfer any site provided for the use of a Voluntary Aided school (a) “to the trustees of the school” or (b) if the school has no trustees, “to the schools’ foundation body”. This includes all buildings and amenity space but excludes any area defined as playing fields. The obligation is a statutory one under Paragraph 4(3) of Schedule 3 to the SSFA 1998, and typically these transfers will be referred to as “statutory transfers”. This duty is acknowledged in local authorities’ place planning function and, in partnership with trustees, operates alongside a local authority’s statutory duty to ensure there are enough school places in its area (Section 13(1) Education Act 1996).
- d) The local authority will take all reasonable measures to support the relocation of the school, if the proposal is agreed.
- e) The YIF will be responsible for deciding the future use of the school’s current Salusbury Road site. The lease between the Council and the school for use of accommodation on the Winkworth Hall site would cease when the school relocates in 2027.

6.2 The relocation of IPS

6.2.1 The legal implications associated with the Council’s statutory duty to ensure that there are sufficient school places available to meet the needs of the local population were set out in the School Place Planning Strategy 2024-28 Refresh (November 2024).

6.2.2 The IPS Governing Board has followed statutory processes for the relocation of the school in line with DfE Statutory Guidance on Making Significant Changes (‘prescribed alterations’) to Maintained Schools (March 2025). There would be a requirement to follow statutory processes in line with DfE Guidance on Opening and Closing Maintained Schools should a decision be taken not to retain the school.

- 6.2.3 The Council currently owns the Gwenneth Rickus site and the transfer would be undertaken in accordance with paragraph 6.1.2 (c)
- 6.2.4 Paragraph 11.8 of Part 3 of the Constitution makes it clear that nothing should prevent the Corporate Director, Finance and Resources from acquiring or disposing of freehold land or acquiring, granting or disposing of leasehold land (for any term of years) or from entering into licences and easements in respect of land and buildings so long as doing so is (or would be) in accordance with the Academies Act 2010 or any other education legislation, regulation, order, direction, circular or guidance.

7.0 Equity, Diversity & Inclusion (EDI) Considerations

- 7.1 The Public Sector Equality Duty under section 149 of the Equality Act 2010 requires the Local Authority when exercising its functions to have due regard to the need to eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act, to advance equality of opportunity and foster good relations between those who have a protected characteristic and those who do not share that protected characteristic. The protected characteristics covered under the Act are age, disability, gender reassignment, marriage and civil partnership (only in respect of eliminating unlawful discrimination) pregnancy and maternity, race (this includes ethnic or national origins, colour or nationality) religion or belief (this includes lack of belief) sex and sexual orientation. Due regard means giving relevant and proportionate consideration to the duty, in that whenever significant decisions are being made consideration must be given to the impact/affect that implementing a particular decision will have in relation to equality before making that decision. Brent Council also has a policy of considering Human Rights and socio-economic impact.
- 7.2 There is no prescribed manner in which the council must exercise its public sector equality duty but having an adequate evidence base for its decision is necessary. The proposals set out in this report aim to ensure that there are sufficient and suitable school places for Brent children and diversity of local provision through supporting the future of IPS.
- 7.3 An equalities impact analysis has been undertaken as part of the formal relocation consultation process, that includes understanding any impacts on the basis of the protected characteristics. Identified mitigation measures will be taken forward during the implementation phase.

8.0 Climate Change and Environmental Considerations

- 8.1 School place planning and admissions policies aim to ensure primary children can attend a local school and therefore can walk to school or take public transport. There are transport links to the Gwenneth Rickus site, including a bus from the IPS current site. IPS will be encouraged to access support from the Local Authority to develop a sustainable travel plan for the new site.

9.0 Human Resources/Property Implications

- 9.1 The Council currently owns the Gwenneth Rickus site, which would be vacant from July 2027. If the proposal is agreed, the site would transfer to the school's Foundation or trustees as set out in paragraph 6.1.2 (c).

10.0 Communication Considerations

- 10.1 The distance between the main entrance of IPS (129 Salusbury Road, London NW6 6PE) and the main entrance of the Gwenneth Rickus Building (242-250 Brentfield Road, London NW10 8HE) is 3.65km or 2.27 miles. As this is more than 2 miles, the statutory process, including formal consultation, had to be followed to progress the proposal to relocate the school from its current site to the Gwenneth Rickus Building. This has been undertaken following a period of informal consultation, in line with DfE statutory guidance.
- 10.2 Within one week of making a decision the local authority must publish their decision and the reasons for it on the website where the original proposal was published and send copies to:
- the Schools Adjudicator;
 - the governing body;
 - the trustees of the school (if any);
 - the Diocesan Board of Education for any diocese of the CofE any part of which is comprised in the area of the local authority;
 - the bishop(s) of a diocese of the RC Church any part of which is comprised in the area of the local authority;
 - any other body that they think is appropriate (e.g. other relevant diocese or diocesan board, faith organisation and any affected educational institutions in the area).
- 10.3 The Local Authority will work with the Governing Board on implementation of the proposal. This will include developing a stakeholder communication plan.

Related document(s) for reference:

[School Place Planning Strategy 2024 – 2028 1st Refresh Cabinet Report 12 November 2024](#)

[The Future of Islamia Primary School Corporate Report 19 May 2025](#)

Report sign off

Nigel Chapman

Corporate Director Children, Young People &
Community Development

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APPENDIX 1: EQUALITY ANALYSIS (EA)

POLICY/PROPOSAL:	Relocation of Islamia Primary School
DEPARTMENT:	Children and Young People
TEAM:	Forward Planning, Performance and Partnerships Service
LEAD OFFICER:	Michelle Gwyther – completed on behalf of the Chair of Governors of Islamia Primary School
DATE:	20 August 2025

SECTION A – INITIAL SCREENING

1. Please provide a description of the policy, proposal, change or initiative, and a summary its objectives and the intended results.

The Yusuf Islam Foundation (YIF) served eviction notices to its Voluntary Aided school, Islamia Primary School (IPS) in 2022. As the Local Authority has a duty to maintain IPS as a Voluntary Aided school, officers have been working since then with the YIF and the school's Governing Board to find an alternative site. A suitable site has been identified as the Gwenneth Rickus site on Brentfield Road, which will be vacant from September 2027 following the Cabinet decision in May 2024 to implement a phased closure of the current primary school provision on the site, which is delivered by Leopold Primary School.

Following informal consultation, between June and July 2025, the IPS Governing Board launched a formal consultation in July 2025 setting out a proposal to relocate the school to the Gwenneth Rickus site on Brentfield Road as a 2 Form Entry school from September 2027.

2. Who may be affected by this policy or proposal?

Pupils
Parents and carers of children who attend Islamia Primary School
Residents in the Stonebridge, Queens Park and Preston wards
Staff/contractors based at Islamia Primary School
Local schools in Primary Planning Area 4
Faith communities

3. Is there relevance to equality and the council's public sector equality duty? If your answer is no, you must provide an explanation.

Yes

4. Please indicate with an "X" the potential impact of the policy or proposal on groups with each protected characteristic. Carefully consider if the proposal will impact on people in different ways as a result of their characteristics.

Characteristic	IMPACT		
	Positive	Neutral/None	Negative
Age	X		
Sex		X	
Race		X	
Disability		X	
Sexual orientation		X	
Gender reassignment		X	
Religion or belief	X		
Pregnancy or maternity		X	
Marriage		X	

5. Please complete **each row** of the checklist with an “X”.

SCREENING CHECKLIST		
	YES	NO
Have you established that the policy or proposal <i>is</i> relevant to the council's public sector equality duty?	x	
Does the policy or proposal relate to an area with known inequalities?	x	
Would the policy or proposal change or remove services used by vulnerable groups of people?		x
Has the potential for negative equality impacts been identified with this policy or proposal?		x
If you have answered YES to ANY of the above, then proceed to section B. If you have answered NO to ALL of the above, then proceed straight to section D.		

SECTION B – IMPACTS ANALYSIS

- Outline what information and evidence have you gathered and considered for this analysis. If there is little, then explain your judgements in detail and your plans to validate them with evidence. If you have monitoring information available, include it here.

Islamia Primary School (IPS) was established as an independent school in 1983 by the Islamia Schools Trust and gained Voluntary Aided status in 1998 as a one form of entry school (1FE). The school expanded in 2006 when the Trustees of another Voluntary Aided Muslim faith primary school, the Avenue, decided to close their school. Despite attempts to progress a new-build 2FE primary school on the school's current Salusbury Road site, since 2006 the school has operated as a 2FE school based at the school's main site on the Salusbury Road site and occupying the top floors of Winkworth Hall on Chevening Road via a lease agreement with the Council, which was a temporary solution to meet the school's additional accommodation needs.

The school's foundation body, the Yusuf Islam Foundation (YIF), served eviction notices on IPS and the Council requiring the school to vacate the premises they currently occupy on Salusbury Road by January 2026 (recently extended to August 2026). The YIF will extend the latest eviction notice to August 2027 if Cabinet agrees to the relocation of the school to the Gwenneth Rickus site. If there is no such agreement and an alternative site is not identified, then closure of the school would need to be considered.

As a Voluntary Aided school, Brent Council has a duty to maintain IPS, which includes considering alternative site options. Sites considered to date are the Strathcona site, which was ruled out as unsuitable, and the Gwenneth Rickus site on Brentfield Road, which will be vacant from September 2027 following the Cabinet decision in May 2024 to implement a phased closure of the current primary school provision on the site, which is delivered by Leopold Primary School. If the school relocated to the Brentfield Road site, the site would be transferred into the name of the YIF, who would be required to hold the site for the benefit of the IPS through a Trust Deed to ensure that the primary school would be protected from eviction in future.

Analysis of pupil data has been undertaken in taking this proposal forward. Islamia Primary School is one of Brent's most popular schools as the only state Muslim school in the borough. Each year the 60 Reception places are usually offered to families who applied for the school as their first preference. If the school was to close, rather than relocate, this would impact on the 418 pupils currently at the school. Pupil characteristics data that has been analysed includes: ethnicity data - the top ethnic groups attending Islamia Primary School are Black African 38.8%, Any other ethnic group 30.6%, and Pakistani 13.4%; children with SEND (2.4% of pupils have an EHCP and 16.5% are on SEN support) and sibling data (the school has a high sibling factor with 43% of Reception places in both September 2025 and September 2024 offered to siblings).

Consideration has been given to whether there could be any community cohesion issues arising from the location of a Muslim school close to Neasden Temple. The many mixed communities across the borough reflect that Brent is the most diverse borough in London. This also applies to the multi-cultural area around the Brentfield Road site. Within the context of Brent's diversity, the Local Authority works proactively with communities to address any community cohesion concerns. Supported by the Council, the Brent Multi-faith Forum also works to develop understanding and shared belonging through bringing communities together.

The school also seeks to foster community cohesion and interfaith understanding and, if the relocation proceeds, would explore options for ensuring that local considerations are reflected in the school's decision-making processes. This might include, for example, exploring options for local representation on the Governing Board and, through its broader activities, creating space for dialogue that brings together faith representatives, community groups, residents and council members to consider inclusive engagement and to explore, with the Governing Board, how the site might also support wider community benefit.

2. For each “protected characteristic” provide details of all the potential or known impacts identified, both positive and negative, and explain how you have reached these conclusions based on the information and evidence listed above. Where appropriate state “not applicable”.

AGE	
Details of impacts identified	<p>The relocation of Islamia Primary School to the Brentfield Road site would ensure that children are taught in a suitable provision setting which will benefit all pupils in the school. Currently pupils are taught in split-site accommodation on the Salusbury Road site and in classrooms in Winkworth Hall, a building leased from the Council. The proposed site would offer improved indoor and outdoor facilities on a single site which would enhance the children’s learning experience and would support the school to sustain a good quality of education for pupils. Being on one site will also allow for improved use of resources, ensuring budgets are used effectively to enhance learning opportunities and experiences for all children.</p> <p>Information will be provided in the Council’s Starting Primary School September 2027 brochure (published September 2026) to advise potential applicants of the planned relocation of the school so that parents are aware before they apply for a school place.</p>
DISABILITY	
Details of impacts identified	<p>The proportion of children at Islamia Primary School with an EHCP is 2.4% compared to 4.0% across schools in Primary Planning Area 4, the planning area within which the school is proposed to be located. The proportion of children at Islamia Primary School receiving SEN Support is 16.5% compared to 18.6% across Planning Area 4.</p> <p>The proposal will not disproportionately impact any person on the basis of special education need or disability. The new site will provide better facilities for all pupils, including those with SEND. It will allow all pupils to be educated together on one site (rather than the current split-site arrangement), supporting the school’s inclusive ethos.</p> <p>Children with an EHCP who transfer to the new site will be able to make an application for transport assistance if they meet the eligibility criteria.</p>
RACE	
Details of impacts identified	<p>The top ethnic groups attending Islamia Primary School (Black African 38.8%, Any other ethnic group 30.6%, and Pakistani 13.4%) are similar to those of schools in Primary Planning Area 4 (Black – African 27.1%, Any other ethnic group 18.9%).</p> <p>It is not considered that relocating the school would have a negative impact on the basis of race.</p>

SEX	
Details of impacts identified	<p>Not applicable</p> <p>The proposal will not disproportionately impact any person on the basis of their sex.</p>
SEXUAL ORIENTATION	
Details of impacts identified	<p>Not applicable</p> <p>The proposal will not disproportionately impact any person on the basis of their sexual orientation.</p>
PREGANCY AND MATERNITY	
Details of impacts identified	<p>Not applicable</p> <p>The proposal will not disproportionately impact any person with this protected characteristic.</p>
RELIGION OR BELIEF	
Details of impacts identified	<p>Islamia Primary School is the only Muslim faith school in Brent. Relocation to the proposed site will ensure the long-term future of the school, ensuring diversity of provision across the Brent educational landscape.</p> <p>There are both denominational and non-denominational schools with spare places in Primary Planning Area 4 where the new site is located, so relocating the school to the area will not impact on local choice for parents and carers.</p> <p>Consideration has been given to community cohesion concerns in the context of moving Islamia Primary School to a site near to the Neasden Temple. The area where the site is located is diverse, reflecting Brent's mixed communities. Within the context of Brent's diversity, the Local Authority works proactively with communities to address any community cohesion concerns. Supported by the Council, the Brent Multi-faith Forum also works to develop understanding and shared belonging through bringing communities together.</p> <p>The YIF, and its schools, have a track record of interfaith work, including representation at the former London Interfaith Centre for a number of years, working with the former Three Faiths Forum (now called, The Faith and Belief Forum), hosting the launch of Nisa-Nashim, a Jewish and Muslim women's network, some recent discussions with representatives of the Brent Multi-Faith Forum, participating in borough-wide interfaith walks and other activities.</p> <p>If the relocation to the Gwenneth Rickus site proceeds, the YIF has indicated it would be supportive of working with the local community to ensure that local considerations are reflected in the school's decision-making processes. This might include, for example, exploring options for local representation on the Governing Board</p>

	and, through its broader activities, creating space for dialogue via a forum that brings together faith representatives, community groups, residents and council members to consider inclusive engagement and to explore, with the Governing Board, how the site might also support wider community benefit
GENDER REASSIGNMENT	
Details of impacts identified	Not applicable The proposal will not disproportionately impact any person with this protected characteristic.
MARRIAGE & CIVIL PARTNERSHIP	
Details of impacts identified	Not applicable The proposal will not disproportionately impact any person with this protected characteristic.

3. Could any of the impacts you have identified be unlawful under the Equality Act 2010?

No

4. Were the participants in any engagement initiatives representative of the people who will be affected by your proposal and is further engagement required?

Informal consultation with stakeholders was carried out by the Governing Board between 26 May 2025 and 23 June 2025. 37 responses were received, and approximately 50 members of the public attended three consultation meetings, one of which was held at the Gwenneth Rickus site. A separate meeting was held for staff.

A formal statutory consultation was carried out between 30 June 2025 and 28 July 2025, which provided stakeholders an opportunity to comment on defined proposals in writing. 63 responses were received.

Meetings with representatives from BAPS, Members and Council officers took place during the informal consultation period and BAPS submitted a formal representation.

5. Please detail any areas identified as requiring further data or detailed analysis.

N/A

6. If, following your action plan, negative impacts will or may remain, please explain how these can be justified?

The local authority does not anticipate there will be any negative impacts as a result of the relocation of the school.

7. Outline how you will monitor the actual, ongoing impact of the policy or proposal?

If the relocation proceeds, the Local Authority and the Governing Board of the school would work together to manage implementation of the proposal in the least disruptive way. A stakeholder communication strategy would be developed as part of implementation.

SECTION C - CONCLUSIONS

Based on the analysis above, please detail your overall conclusions. State if any mitigating actions are required to alleviate negative impacts, what these are and what the desired outcomes will be. If positive equality impacts have been identified, consider what actions you can take to enhance them. If you have decided to justify and continue with the policy despite negative equality impacts, provide your justification. If you are to stop the policy, explain why.

Based on current data analysis and information, the Governing Board and officers are of the view it is appropriate to proceed with the relocation of Islamia Primary School to the Gwenneth Rickus site.

SECTION D – RESULT

<i>Please select one of the following options. Mark with an "X".</i>		
A	CONTINUE WITH THE POLICY/PROPOSAL UNCHANGED	X
B	JUSTIFY AND CONTINUE THE POLICY/PROPOSAL	
C	CHANGE / ADJUST THE POLICY/PROPOSAL	
D	STOP OR ABANDON THE POLICY/PROPOSAL	

SECTION E - ACTION PLAN

This will help you monitor the steps you have identified to reduce the negative impacts (or increase the positive); monitor actual or ongoing impacts; plan reviews and any further engagement or analysis required.


Action	Expected outcome	Officer	Completion Date
Review concerns raised during the formal consultation	To inform the final Cabinet report	Chair of Governors of Islamia Primary School	Completed August 2025

Establish a clear relocation implementation plan	To ensure transparency and a smooth transition to a new school site	Chair of Governors of Islamia Primary School, with support from Michael Rollin and other Council services	September 2026
Establish a plan to address concerns raised during the formal consultation	To foster community cohesion and interfaith understanding, address travel concerns and minimise the impact on pupil numbers in the primary planning area	ISP Governing Board	September 2027

SECTION F – SIGN OFF

Please ensure this section is signed and dated.

OFFICER:	Michelle Gwyther
REVIEWING OFFICER:	
HEAD OF SERVICE:	Michelle Gwyther on behalf of Chair of Governors of Islamia Primary School
Date:	20 August 2025

 Brent	Cabinet 8 September 2025
	Report from the Corporate Director Service Reform and Strategy
	Lead Member – Cabinet Member for Climate Action & Community Power (Councillor Jake Rubin)
2025-26 Neighbourhood Community Infrastructure Levy (NCIL) - Projects over £100k	

Wards Affected:	All
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
List of Appendices:	Two Appendix A: List of NCIL projects over £100k Appendix B: List of NCIL projects under £100k
Background Papers:	None
Contact Officer(s): (Name, Title, Contact Details)	Veronica Christopher Community Engagement and Social Infrastructure Manager 020 8937 4376 Veronica.Christopher@brent.gov.uk Rhodri Rowlands Director Strategic Commissioning, Capacity Building & Engagement 020 8937 1738 Rhodri.Rowlands@brent.gov.uk

1.0 Executive Summary

- 1.1 This report seeks approval for projects recommended to receive NCIL funding awards over £100k in value. In line with the constitution, all recommended grant awards over £100k require Cabinet approval. The report also outlines the recommended projects that require a capital funding contribution and approval is also sought for the capital budget for these. Projects under £100k have been approved under delegated authority as set out in the July Cabinet report.

2.0 Recommendations

That Cabinet:

- 2.1 Approve the projects set out in Appendix A for NCIL funding
- 2.2 Note the projects that require a capital budget requirement as set out in Appendix A and Appendix B
- 2.3 Approve a capital budget funded from NCIL totalling £5,088,231
- 2.4 Note the projects in Appendix B that have been approved under delegated authority by the Corporate Director Service Reform and Strategy

3.0 Cabinet Member Foreword

- 3.1 This report provides recommendations to Cabinet on projects for NCIL funding. The recommended projects contribute to consulted on community priorities; priorities set out in the borough plan and represent substantial funding investment for vital borough improvements.
- 3.2 NCIL funding represents opportunity to invest in projects that will significantly enhance the borough's public realm and physical infrastructure including local parks and green spaces.
- 3.3. Additionally, recommended projects will also positively benefit local communities through projects that address pressing needs such as cost of living demands, supporting employment and measures that will contribute to tackling crime and anti-social behaviour.

4.0 Background

- 4.1 The Community Infrastructure Levy (CIL) is collected from most developments, following the grant of planning permission and start on site. The CIL Regulations 2010 stipulate that at least 15% of CIL receipts generated within their boundaries must be spent on neighbourhood projects, following consultation with local communities.
- 4.2 The 17 April 2023 cabinet report state that neighbourhood priorities would be subject to consultation to determine the NCIL criteria for the following three years.
- 4.3 The priority for each Brent Connects area resulting from the subsequent public consultation held during June-July 2023 are set out in the table below. These priorities are to remain in place until summer 2026.

Harlesden	Kilburn	Kingsbury	Wembley	Willesden
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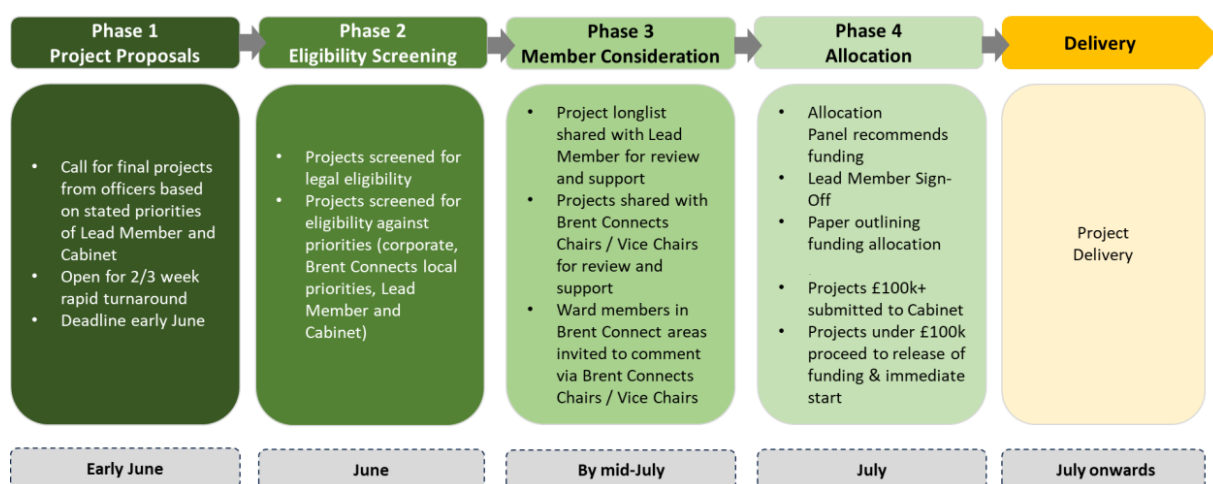
Crime & Anti-Social Behaviour	Crime & Anti-Social Behaviour	Crime & Anti-Social Behaviour	Crime & Anti-Social Behaviour	Crime & Anti-Social Behaviour
Waste Reduction, Reuse and Recycling	Education and Employment	Waste Reduction, Reuse and Recycling	Education and Employment	Public Realm, Green Spaces and Parks
Public Realm, Green Spaces and Parks	Community & Culture	Community & Culture	Public Realm, Green Spaces and Parks	Waste Reduction, Reuse and Recycling
Town Centre and High Streets	Public Realm, Green Spaces and Parks	Education and Employment	Sports, Recreation and Play Space	Town Centre and High Streets

- 4.4 The NCIL distribution is administered and monitored to meet the agreed formula as follows:

Neighbourhood Plan Area: NCIL comprises 25 % of the total Brent CIL that is collected from development that comes forward in areas with an adopted Neighbourhood Plan. NCIL collected within those areas must also be spent within the relevant Neighbourhood Plan Area. Through the 2018 and 2023 NCIL consultation, Brent has committed to spending NCIL collected in these areas on priorities identified by the Neighbourhood Forum. There are three designated Neighbourhood Forums in Brent: Harlesden, Kilburn, and Sudbury Town. Sudbury and Harlesden have both adopted a Neighbourhood Plan. Harlesden's Neighbourhood Area has been extended and now covers a wider area than its adopted neighbourhood plan. Kilburn's draft plan has been submitted to the Council for independent examination. It is anticipated to be adopted in late 2025 or early 2026.

Non-Neighbourhood Area: Brent is divided into five CIL Neighbourhoods which are the five Brent Connects areas: Harlesden, Kilburn, Kingsbury and Kenton, Wembley, and Willesden. Outside of the Neighbourhood Plan areas, Neighbourhood CIL comprises 15% (capped) of the total Brent CIL that is collected in the area.

- 4.5 An annual Infrastructure Funding Statement that includes the distribution of NCIL is a statutory requirement that is published online each year.
- 4.6 The Cabinet decision of June 2025 formally agreed the NCIL funding process for 2025-26. A boroughwide officer led distribution model was agreed with no cap on the total funding allocation available for any individual project or any one Brent Connect area. The process for determining NCIL 2025-26 allocations is outlined in the table below:



4.7 In line with the agreed process for phase two eligibility screening, a panel of officers reviewed submissions. The panel consisted of the Director of Strategic Commissioning, Capacity Building and Engagement, Director of Law, Head of Regeneration, Head of Planning and Development Services, Community Engagement and Social Infrastructure Manager and Community Social Infrastructure Lead.

4.8 The panel reviewed project proposals to screen for eligibility against NCIL funding criteria, ensure appropriate and sufficient contribution and alignment to borough and neighbourhood priorities and to provide an initial screen on delivery viability. Project proposals were subsequently revised and updated in several cases.

4.9 The panel noted several synergies between projects in some areas. Following communication with the respective departments to discuss collaboration, joint applications were resubmitted in several areas. Summary project proposals were subsequently shared with the Council's Corporate Management Team (CMT).

4.10 Departmental assurances have been given on the feasibility of delivery and capacity to spend awarded funds within the timescale of the listed projects.

4.11 For 2025-26 it was recommended that there should not be a cap on the total funding allocation available for any individual project or programme of work (other than not exceeding the total available funding pot).

4.12 Consideration has been given to the level of spend for 2025-26, ensuring a contingency and funding pot remains for subsequent years, owing to the reduction of SCIL receipts are likely to decrease substantially in the short to medium term due to the reduced numbers of developments that are coming forward.

5.0 Projects

5.1 32 NCIL individual proposals with a value below £100k have been approved under delegated authority by the Corporate Director Service Reform and Strategy These are attached as Appendix B.

- 5.2 9 additional projects that equate to 24 individual proposals over £100k in value are recommended for funding. These are attached as Appendix A.

6.0 Stakeholder and ward member consultation and engagement

- 6.1 In line with the agreed process, all councillors were given an opportunity to review and comment on the respective proposals. All feedback received was considered.

7.0 Financial Considerations

- 7.1 Funds for NCIL projects that are awarded will need to be spent in accordance with an agreed implementation plan. The expenditure will be regularly monitored to identify any potential issues and to avoid any possible overspends. Any underspend against a project plan will be returned to the Council.
- 7.2 Whilst all proposed projects have been assessed as valid uses of NCIL, the projects consist of a mix of capital and revenue. Officers have assessed which categories the projects fall under based on the requirements of the accounting code.
- 7.3 The constitution requires Cabinet approval for budget for all new capital projects. Therefore, the report includes a capital budget request of £5,088,231. The remaining £3,309,250 of NCIL funded projects are revenue.
- 7.4 Capital budgets and spend against the capital budgets will be monitored through usual capital monitoring processes including reporting to the Capital Programme Board.
- 7.5 NCIL funds will continue to be held within separate ringfenced reserves for each of the five Brent Connects Neighbourhood areas and the two Neighbourhood Forum areas with adopted neighbourhood plans.

8.0 Legal Considerations

- 8.1 Project proposals have been considered against NCIL funding criteria through the assessment panel which included legal services representation. Strategic CIL is limited to the provision, improvement, replacement, operation, or maintenance of infrastructure (reg. 59). Pursuant to section 216 Planning Act 2008, infrastructure is defined as comprising (a) roads and other transport facilities; (b) flood defences; (c) schools and other educational facilities; (d) medical facilities; (e) sporting and recreational facilities, and (f) open spaces. The Levelling-up and Regeneration Act 2023 contains new provisions adding affordable housing to this list, but only in very narrow circumstances (where the CIL arises in connection with a planning permission granted by a street vote development order).
- 8.2 Under the CIL Regulations, the neighbourhood portion of the community infrastructure levy is to be applied to:

- (a) the provision, improvement, replacement, operation, or maintenance of infrastructure (which is defined as set out in paragraph 9.1 above); or

(b) anything else that is concerned with addressing the demands that development places on an area.

8.3 The issue that arises is whether the wording of the second ‘limb’ (‘anything else...’ etc) allows an authority to spend the neighbourhood portion on any projects that can be shown to address the demands arising from development in a particular area, or whether that spend has to be limited to projects with some form of physical outcome. The Planning Practice Guidance (the PPG, which is published by central government as guidance to local planning authorities) suggests that the only requirement is whether the spend addresses the demands on an area caused by development. However, the PPG is guidance, not a statement of law. A number of local authorities have adopted an approach whereby the allocation of the neighbourhood element of CIL is limited to projects with some form of physical element.

8.4 Where possible projects for neighbourhood funding do not obviously have a physical element or outcome, consideration should be given on a case-by-case basis to whether the specific details of the proposed project might be said to fall outside the scope of the relevant part of the CIL Regulations.

9.0 Equity, Diversity & Inclusion (EDI) Considerations

9.1 The Public Sector Equality Duty set out in Section 149 of the Equality Act 2010 requires the Council, when exercising its functions, to have due regard to the need to eliminate discrimination, harassment and victimisation 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. The protected characteristics are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

9.2 The proposed NCIL projects have been shaped by the respective community priorities, which reflect their diverse and unique needs. Subject to the individual NCIL projects, they may help realise a range of EDI benefits and opportunities. EDI implications have also been considered for each proposal.

10.0 Climate Change and Environmental Considerations

10.1 Alignment with the climate & ecological emergency was one of the key themes for NCIL proposals to address. As a result, many of the NCIL proposals included in this report will deliver climate change and environmental benefits, including enhancement to the ‘green corridor’ projects in the Church End & Roundwood and Kingsbury Green Neighbourhood areas, new schools’ streets, more secure cycle parking and other infrastructure improvements to support active travel, tree planting and repair and reuse events.

11.0 Human Resources/Property Considerations

11.1 There are none specific.

12.0 Communication Considerations

- 12.1 Once these recommended projects have been agreed the communications plan will be further developed. The plan will focus on building appropriate and visible communication / promotional material around projects to demonstrate they have been funded via NCIL (Brent Council) giving attention on both internal and external audiences.

Related document(s) for reference:

[Cabinet Report 16 June 25 - NCIL 25-26 Allocation Priorities](#)

Report sign off:

Rachel Crossley

Corporate Director of Service Reform and Strategy

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Appendix A - Recommended Projects

Projects Over £100k for Cabinet approval

All services within the Public Realm Directorate	Public Realm Improvement Programme	Boroughwide	5,088,000	Jul-25	Jun-26
<p>A borough-wide and comprehensive Public Realm Improvement Programme is proposed to be funded by NCIL resources to create improvement in the condition of the public realm and the street-scene across every Connects Area within Brent. This is in response to sustained pressures and demand, and a perceived degradation in its condition due to significant population growth and demographic change in recent years. In addition, continued austerity has resulted in the loss of some key workstreams which would have contributed towards improving the visual look and feel of our public realm and local assets. The availability of NCIL funding provides an opportunity to re-invest in this priority area, so a discernible improvement is affected over the forthcoming 12-month period.</p> <p>The proposal provides an exciting menu for an integrated programme of activities to bring about improvements and changes that are considered to be very much needed and which must be coordinated across all Public Realm services. The outline of the options for the programme is set out below and is listed by service theme.</p> <p>The costs are for implementation of all priority initiatives over a 12-month period from agreement of funding. A further and separate review will need to be made to extending these beyond year 1 so the benefits and momentum achieved can continue and to ensure that workstreams do not revert to their previous state</p> <p>This proposal consists of 39 individual projects covering 6 areas as listed below:</p> <ol style="list-style-type: none"> 1. Don't Mess with Brent - Total £801,000, 2. Parks - Total £811,000, 3. Public Realm and Highways - Total £2,946,000, 4. Business Growth & Regulation - Total £150,000, 5. Estates - £300,000, <p>Of these 14 projects are valued over £100k and are listed below in a separate table.</p>					
	Project Title	Brent Connect Area	Priority Projects NCIL Funding request	Capital vs Revenue	
1	Don't Mess with Brent - Neighbourhood Patrol Officers	Boroughwide	£100,000.00	Revenue	

2	Don't Mess with Brent - Neighbourhood Managers	Boroughwide	£120,000.00	Revenue	
3	Don't Mess with Brent - Footway Mechanical brooms	Boroughwide	£100,000.00	Revenue	
4	Parks - Digital notice boards in parks	Boroughwide	£100,000.00	Capital	
5	Parks - Maps at Park Entrances	Boroughwide	£100,000.00	Capital	
6	Public Realm and Highways - NRSWA Inspectors 12 months	Boroughwide	£300,000.00	Revenue	
7	Public Realm and Highways - New VMS signage to reduce speeding	Boroughwide	£200,000.00	Capital	
8	Public Realm and Highways - Pothole repairs and road marking renewal of main roads	Boroughwide	£300,000.00	Revenue	
9	Public Realm and Highways - Improvement to traffic calming measures	Boroughwide	£300,000.00	Capital	
10	Public Realm and Highways - Infrastructure Improvements to Support Active Travel (Capital Pipeline Project)	Boroughwide	£400,000.00	Capital	
11	Public Realm and Highways - Town Centre 'Spring' Cleaning	Boroughwide	£250,000.00	Revenue	
12	Public Realm and Highways - Secure Cycle Parking (Bike Nest / Hangars)	Boroughwide	£650,000.00	Capital	
13	Public Realm and Highways - Feasibility studies, consultation and installation of four new School Street schemes	Boroughwide	£390,000.00	Capital	
14	Estates - 12-month campaign to improve site conditions	Boroughwide	£300,000.00	Revenue	

Employment and Skills	Additional Classroom and Café Space for Brent Start	Harlesden	200,000	Sep-25	Mar-26
CAPITAL PROJECT					
This project proposes to install a prefab/portacabin in the existing playground which is not in use and convert one of the existing classrooms into a canteen for staff and students. Following a procurement process the anticipated project start date is November 2025 with a completion date in March 2026. However, as cabinet approval is required due to value, the completion date is likely to be extend to June 2026					
Change and Customer Insight / Resident Services / Education and Employment	Cost of Living support	Boroughwide	400,000	Sep- 25	Mar-26
REVENUE PROJECT					
This cost-of-living support project will be overseen by the Cost of Living Working Group. The project will include considerations of initiatives such as a new school uniform programme and supplement current commissioned outreach efforts, such as the weekly Debt Advice surgeries held at Brent Hubs and Family Wellbeing Centres.					
Commercial Property	Investment in Council-Owned Commercial Properties	Multi area	539,838	Sep-25	Mar-26
CAPITAL PROJECT					
The original project proposal consisted of 5 property improvement programmes. This has been prioritised to 2 proposals both of which can be completed within a 26 weeks' timeframe.					
Both community assets are located on the Harlesden High Street.					
1. Mahogany Centre NW10 Total £384,000, 2. Crisis NW10, Total £155,838,					

Landscape	Trees for Brent 2025	Boroughwide	498,360	1-Sep-25	31-Oct-27
<p>CAPITAL PROJECT</p> <p>This project proposes to plant 1500 trees in areas identified across the borough split across 15 identified areas in line with Tree Strategy. Pre-engagement and consultation will be carried out with residents between September 2025 and December 2025. Planting intends to commence in January 2026 with the end of establishment watering scheduled for October 2027.</p> <p>Trees for Brent is a wide-ranging proposal to plant new trees across several neighbourhoods and Wards of Brent. Trees proposed are large 'standard' size, typically 3 metres tall with a fully formed clear trunk. There is also one area on new woodland planting proposed, details below under barn Hill Project Area.</p> <p>Areas have been identified by residents and community groups bringing forward requests direct to officers or via councillors. Several councillors are strongly in support of new trees in their wards and have developed working relationships with officers to constantly seek funding opportunities. Sadly, in last year there has been a dramatic fall in external funding for large standard trees suitable for street and public realm planting. (small woodland whips continue to be available but there is very limited potential to plant these in Brent, residents are not looking for tiny trees, they want to see something of significant size)</p> <p>Some residents' groups in project areas listed below have been waiting a long time for suitable funding opportunities therefore this NCIL round is very welcome and will address an extensive list of community requests.</p> <p>For ease of project management and to ensure focussed community engagement with a wide range of different groups, proposal has been divided into 15 distinct local neighbourhood areas.</p> <p>Number of new trees is given for each project site, these numbers have been assessed by officers as realistic for planting in each area.</p> <p>Criteria used to assess project areas are:</p> <ol style="list-style-type: none"> 1/. Community interest and support for new trees 2/. Councillor support 3/. Brent Connects identified priorities for each area 4/. Need for trees in the areas proposed, officer site survey to assess existing tree provision 5/. Sites affected by development, proximity to Growth Areas 6/. Indices of Multiple Deprivation (based on 2015 IMDs) 7/. Tree Equity Score – a measure of tree canopy cover by LSOA for each project area 8/. Area of Open Space Deficiency – Significant for some Project Areas. 					

Climate Emergency (proposal revised)	Church End and Roundwood Green Corridors	Harlesden	750,000	Jul-25	Mar-26
<p>CAPITAL PROJECT</p> <p>This project proposes a comprehensive package of public realm and infrastructure enhancements along Church Path, which lies in the Church End and Roundwood Green Neighbourhood pilot, a critical growth area strategically located near the key growth zones of Neasden and Harlesden.</p> <p>The proposed NCIL-funded interventions include:</p> <ul style="list-style-type: none"> • Extensive greening and biodiversity enhancements, including tree planting, rain gardens, and pocket parks. • Lighting and CCTV upgrades to improve safety and perceptions of security. • Accessibility and surfacing improvements to support inclusive mobility. • Wayfinding and signage to improve connectivity to key destinations. • Planting and community stewardship initiatives to foster local ownership. <p>An SCIL bid was awarded to deliver parts of the scheme, however further design work and detail discussions with school as part of SuperZone project highlighted additional issues needed to be addressed on Church Path specifically, including exemplar climate resilient, and low maintenance planting, enhanced community safety, and improved accessibility, which NCIL can enable.</p> <p>The proposal has been developed with support from the Healthy Streets and Parking and Parks teams, who will jointly lead delivery of the proposed schemes, together with the Climate Emergency Team. All teams have confirmed capacity and resources to deliver the schemes, subject to successful funding.</p>					
Culture (with cross directorates support)	Brent Beats & Roots	Multi areas	207,500	Jul-25	Dec-26
<p>REVENUE PROJECT</p> <p>Brent Beats and Roots is a borough-wide cultural programme that unites three community-driven initiatives—Cricklewood Irish Heritage, Kilburn Music Mile Festival, and Buskers' Corners—into a single, vibrant celebration of Brent's musical legacy, cultural diversity, and public spaces. The project will transform high streets and town centres into stages and meeting places, engaging young people, honouring Irish heritage, and boosting local wellbeing through music, art, and storytelling. With performances, workshops, public art, and mental health support, Brent Beats and Roots creates inclusive, intergenerational spaces that reflect the borough's evolving identity while preserving its cultural roots.</p> <p>Cover multiple areas including: Wembley, Harlesden, Neasden, Kilburn, Willesden, Church End, Kingsbury.</p> <p>This project will be delivered by a consortium of people from different directorates: Landscape, Culture, Public Health, Youth Services, Town Centre Management and Community Safety.</p>					

Community Safety and Prevention	Interventions to encourage pro-social behaviour	Boroughwide	208,000	Oct -25	Oct -26
<p>REVENUE PROJECT</p> <p>Recruitment of 4x ASB Patrol Officers to increase ASB Patrols particularly on weekends and late evenings to work in collaboration with Safer Neighbourhood teams, Neighbourhood Patrol Officers and commissioned providers, making town centres safe spaces for Brent residents. The funding of ASB patrol officers would help address a resource gap and assist with our response in late evenings and on weekends where issues are most prevalent. The funding for the patrol officers will be for 1 year to assist in information and evidence gathering which will facilitate the development of Community Champions in local areas to carry out the work post the funding cycle.</p>					
Climate Emergency (proposal revised)	Kingsbury Green Corridors	Kingsbury and Kenton	280,000	Jul-25	Mar-26
<p>CAPITAL PROJECT</p> <p>This proposal seeks NCIL funding to deliver a series of public realm and green infrastructure improvements in Kingsbury. These projects are designed to complement planned investments from the Local Implementation Plan (LIP) and TfL Bus Priority Scheme, and respond directly to priorities identified in the Kingsbury Green Neighbourhood Action Plan, Kingsbury Green Corridors Feasibility Study, and Schools Superzone Scheme; all of which involved extensive community engagement.</p> <p>The proposed interventions include:</p> <ul style="list-style-type: none"> • Installation of a public art mural on Princes Avenue • Re-landscaping of the south-west corner of Roe Green Park • Feasibility study to improve accessibility in Roe Green and Fryent Country Parks • Installation of secure cycle and scooter parking • Wayfinding signage to improve navigation and connectivity • Greening interventions: tree planting, verge enhancements, and community-led planting <p>The proposal has been developed with support from the Healthy Streets and Parking and Parks teams, who will jointly lead delivery of the proposed schemes, together with the Climate Emergency Team. All teams have confirmed capacity and resources to deliver the schemes, subject to successful funding.</p>					

Appendix B - Recommended Projects

Projects Under £100k

Service Area	Project Title	Brent Connect Area	Total NCIL funding (£) required	Estimated start date	Estimated end date	
All services within the Public Realm Directorate	Public Realm Improvement Programme	Boroughwide	5,088,000	Jul-25	Jun-26	
<p>A borough-wide and comprehensive Public Realm Improvement Programme is proposed to be funded by NCIL resources to create improvement in the condition of the public realm and the street-scene across every Connects Area within Brent. This is in response to sustained pressures and demand, and a perceived degradation in its condition due to significant population growth and demographic change in recent years. In addition, continued austerity has resulted in the loss of some key workstreams which would have contributed towards improving the visual look and feel of our public realm and local assets. The availability of NCIL funding provides an opportunity to re-invest in this priority area, so a discernible improvement is effected over the forthcoming 12-month period.</p> <p>The proposal provides an exciting menu for an integrated programme of activities to bring about improvements and changes that are very much needed and which must be coordinated across all Public Realm services. The outline of the options for the programme is set out below and is listed by service theme.</p> <p>The costs are for implementation of all priority initiatives over a 12-month period from agreement of funding. A further and separate review will need to be made to extending these beyond year 1 so the benefits and momentum achieved can continue and to ensure that workstreams do not revert to their previous state</p> <p>This proposal consists of 39 individual projects covering 6 areas as listed below:</p> <ol style="list-style-type: none"> 1. Don't Mess with Brent - Total £801,000, 2. Parks - Total £811,000, 3. Public Realm and Highways - Total £2,946,000, 4. Business Growth & Regulation - Total £150,000, 5. Estates - £300,000, 6. Overall Programme Coordination - Total £80,000. <p>Of these 25 projects are valued under £100k and are listed below in a separate table.</p>						

	Public Realm Project Title	Brent Connect Area	Priority Projects NCIL Funding request		
1	Don't Mess with Brent - Commercial Waste Officer - 12 Months Fixed Term	Boroughwide	£60,000.00	Revenue	
2	Don't Mess with Brent - Improved signage	Boroughwide	£50,000.00	Revenue	
3	Don't Mess with Brent - Adaptive AI CCTV	Boroughwide	£50,000.00	Revenue	
4	Don't Mess with Brent - Dedicated HMO enforcement officer	Boroughwide	£60,000.00	Revenue	
5	Don't Mess with Brent - Proactive litter picking	Boroughwide	£40,000.00	Revenue	
6	Don't Mess with Brent - 100 New Street Bins	Boroughwide	£70,000.00	Capital	C
7	Don't Mess with Brent -Dedicated Waste Removal Service	Boroughwide	£80,000.00	Revenue	
8	Don't Mess with Brent - Improving public messaging	Boroughwide	£71,000.00	Revenue	
9	Parks - Outdoor Gym	Boroughwide	£60,000.00	Capital	
10	Parks - Allotment repairs	Boroughwide	£80,000.00	Revenue	
11	Parks - New Infrastructure at Welsh Harp	Boroughwide	£30,000.00	Capital	Capital
12	Parks - 50 New Bins	Boroughwide	£30,000.00	Capital	
13	Parks - Additional Park Benches	Boroughwide	£50,000.00	Capital	
14	Parks - Rain Garden King Edward VII	Boroughwide	£50,000.00	Capital	

15	Parks - Preston Park Improvements	Boroughwide	£50,000.00	Capital		
16	Parks - Fencing along the Wealdstone Brook	Boroughwide	£24,000.00	Capital		
17	Parks - To open up the woodland area in One Tree Hill	Boroughwide	£80,000.00	Capital		
18	Parks - Enforcement officers	Boroughwide	£80,000.00	Revenue		
19	Parks - Planting One Tree Hill open space	Boroughwide	£42,000.00	Capital		
20	Parks - Woodhey Park improvements	Boroughwide	£35,000.00	Capital		
21	Public Realm and Highways - Drainage and Flooding Engineer - 12 Months Fixed Term	Boroughwide	£85,000.00	Revenue		
22	Public Realm and Highways - Neasden Town Centre Improvements	Boroughwide	£71,000.00	Revenue		
23	Business Growth & Regulation - Street Trading / Highways Obstruction Officer	Boroughwide	£75,000.00	Revenue		
24	Business Growth & Regulation - Borough Pest Control / Environmental Health Officer	Boroughwide	£75,000.00	Revenue		
25	Public Realm - Programme Coordinator	Boroughwide	£80,000.00	Revenue		
Service Area		Project Title	Brent Connect Area	Total NCIL funding (£) required	Estimated start date	Estimated end date
Environmental Strategy and Climate Action		Additional 4 x Repair Café Events	Boroughwide	40,000	Sep-25	Mar-26
REVENUE PROJECT						
The original proposal requested for 6 repair cafes. This has been reduced to 4 to ensure delivery is met within the timeline specified.						

Brent's current re-use and repair café offer is to run quarterly community events on Saturdays for our residents to bring along clothing, household electricals and/or bikes to be fixed by staff from TRAID, Restart Project and Dr Bike respectively. The events are free to attend, and residents who have booked a slot will have their items fixed free of charge (provided the item itself is fixable).

The events support the development of a low carbon circular economy in the borough through a reduction of emissions that go into the development and purchase of new products. This is a key area of focus of the first theme of Brent's Climate and Ecological Emergency Strategy (2021-2030) - Consumption, Resources and Waste. This theme was also put forward as the number one priority of Brent residents who took part in the Brent Climate Assembly which fed into the Strategy's development.

Repair cafes also have several co-benefits to support wider council initiatives in that by avoiding purchasing new, the initiative also saves residents money and supports the cost-of- living elements of the current Brent Borough Plan.

To date, we have delivered six re-use and repair cafes (three linked to the Church End & Roundwood Green Neighbourhood; two linked to the Kingsbury Green Neighbourhood; and one linked to the South Kilburn Green Neighbourhood). We estimate that around 950 people have attended and engaged with the events in total, with those attendees having saved themselves money and reduced emissions in the process.


The events have been delivered on a quarterly basis (with some interruptions due to the 2024 pre-election period and staff personnel changes), but given their popularity with both residents and Councillors, this proposal would seek to upscale and accelerate the number of repair cafes delivered within this financial year using our existing model.

We will seek to involve a community delivery partner for to manage the delivery of a number of the events to lessen the impact on staff time and usage of TOIL impacting on other prioritise. We will target the events at venues Brent Connects area where 'Waste Reduction, Re-use and Recycling' is put forward a community priority, not limiting ourselves to just the Green Neighbourhood areas.

Looked After Children and Permanency Service	Freeman Family Centre	Harlesden	40,000	Sep-25	Mar-26
CAPITAL PROJECT					
<p>This project intends to enhance the outside space of the Freeman Family Centre by:</p> <ul style="list-style-type: none"> • Extending the under 12's play area • Renew the soft paw surfacing in the under 12's play area • Renew fencing • Install fixed play equipment • Treatment to grassy areas • Landscaping 					

Service Area	Project Title	Brent Connect Area	Total NCIL funding (£) required	Estimated start date	Estimated end date	
This project will upgrade the existing basic playground, improve safety features, seating areas and provide additional play equipment.						
Regeneration	Mural artwork installation One Tree Hill Park	Wembley	9,933	Oct-25	Mar-26	
CAPITAL PROJECT						
One Tree Hill Park is undergoing a series of refurbishment works to improve the visitor experience. This project will add a large-scale mural at the entrance that will provide a pleasant welcome into the revamped park that will be designed to celebrate the identity and heritage of the diverse community in the local area.						
Neighbourhoods and Regeneration	Willesden Green Library Living Wall – 3-Year Maintenance Programme	Willesden	6,750	Aug-25	Jul-28	
REVENUE PROJECT						
The living wall was installed on the side of Willesden Green Library in August 2022. This project will restore the wall to a healthy condition and maintain it to a high standard through to 2028. The maintenance contractor is ready to resume the service from August 2025.						
Planning and Development Services	Brent Habitat Bank – Investing in Nature	Willesden	£85,100	Jul-25	Mar-26	
CAPITAL PROJECT						
Brent's Climate & Ecological Emergency Strategy (2021-2030) sets out an objective for Brent to be 'one of the greenest most biodiverse and climate-resilient boroughs in London with our residents better connected to nature' under Key Theme 4. The habitat bank project proposed here will be a crucial step towards achieving this goal. In addition, it aligns specifically with the Climate & Ecological Emergency Strategy's key areas of focus 1. Enhancing green spaces and biodiversity' 2. Green and blue (natural) infrastructure and 3. Climate resilience. This strategy also has crossovers with the Green Infrastructure Vision which seeks to bring together a multitude of green infrastructure strands and objectives under a single vision. This vision also sets out the desire for 'Re-wilding Brent' and endorses a programme of finding land to create areas to be 're-wilded' which offers further support to this proposal.						

The habitat bank would also support the new draft Brent Tree Strategy, currently out for statutory consultation, by providing opportunities for new tree planting in parks, including tree-habitats such as orchards, woodland and hedgerows.					
Service Area	Project Title	Brent Connect Area	Total NCIL funding (£) required	Estimated start date	Estimated end date
Housing Property Services	Comber Close	Willesden	24,000	Oct-25	Feb-26
CAPITAL PROJECT					
This project will upgrade the existing basic playground, improve safety features, seating areas and provide additional play equipment.					
Inclusive Regeneration & Climate Action	Kilburn Town Centre Crime Reduction Partnership	Kilburn	20,000	Sep-25	Dec-26
REVENUE PROJECT					
<p>To establish a business crime reduction partnership for its first year in Kilburn town centre, to support a stronger intelligence sharing approach for identifying hotspots and targeting local offenders to drive down crime across Kilburn's shared borders. The partnership will bring together Brent and Camden Councils alongside the Police and local businesses and will be supported by external officer support from the Safer Business Network. 50 businesses will be engaged within the partnership with regular monthly meetings being held to monitor progress.</p> <p>The aim of the partnership is to increase crime reporting by businesses, utilise our shared resources to tackle local hotspots and target prolific offenders. This will help lower crime and fear of crime and help support increased footfall and town centre growth.</p> <p>This is part of a wider package of support we are seeking to secure for Kilburn which includes a separate £210,000 funding request to expand Brent's CCTV network to the Willesden Lane town centre section. A corporate strategic CIL bid is being progressed separately by the Neighbourhood Management team for this element.</p>					

	Cabinet 8 September 2025
	Report from the Corporate Director of Service Reform and Strategy
	Lead Member – Cabinet Member for Adult Social Care, Public Health and Leisure (Councillor Neil Nerva)
Tri Borough Leisure Contract Procurement	

Wards Affected:	All
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: (If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)	Open
List of Appendices:	None
Background Papers:	None
Contact Officer(s): (Name, Title, Contact Details)	Eugene Minogue, Interim Head of Active Wellbeing (Leisure) 07355 611719 eugene.minogue@brent.gov.uk

1.0 Executive Summary

- 1.1 This report seeks Cabinet approval for Brent to withdraw from the current Tri-Borough leisure procurement with Ealing and Harrow and instead commence a standalone procurement for Vale Farm Sports Centre. The new procurement will be based on a five-year agency agreement until 2031 to ensure continuity of service and strengthen local control.
- 1.2 This approach aligns with the Council's strategic direction to move from a traditional leisure model towards an integrated Active Wellbeing approach, placing Brent at the forefront of this national shift and preparing the ground for a single, borough-wide model from 2031.

2.0 Recommendation(s)

- 2.1 That Cabinet agrees to withdraw Brent from the current Tri-Borough leisure procurement with Ealing and Harrow.
- 2.2 That Cabinet agrees to commence a standalone procurement for Vale Farm Sports Centre, based on a five-year agency agreement model until 2031.

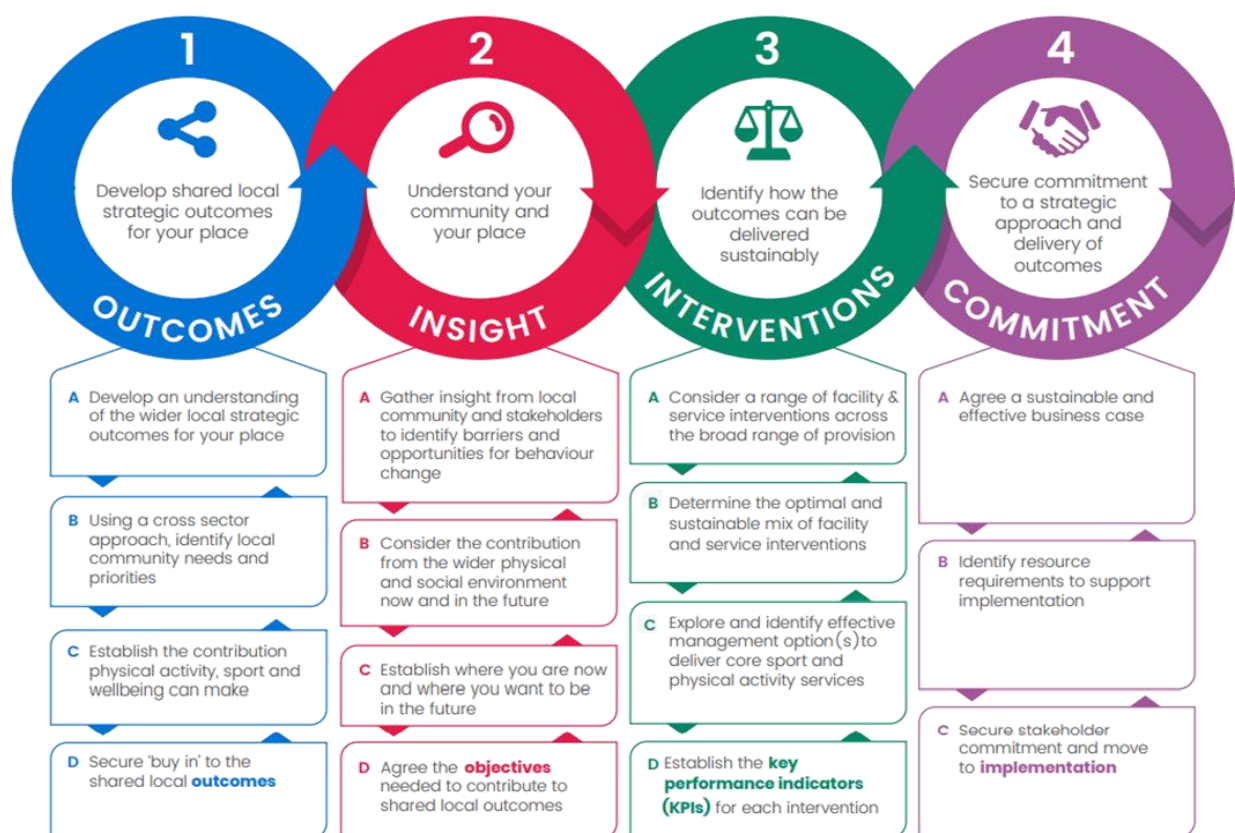
- 2.3 That Cabinet delegates authority to the Corporate Director of Service Reform and Strategy, in consultation with the Cabinet Member for Adult Social Care, Public Health and Leisure, to finalise the procurement process and award the contract, subject to legal advice and the Council's governance procedures.

3.0 Detail

3.1 Cabinet Member Foreword

- 3.1.1 Providing high-quality, affordable opportunities to be active is central to Brent's vision for a healthier borough. These services help residents of all ages to be and stay active, support physical and mental wellbeing, and bring communities together.
- 3.1.2 The Council's strategic ambition is to move beyond a traditional leisure contract towards a broader Active Wellbeing approach, where facilities are integrated with health, prevention and community priorities. The Strategic Outcomes Planning Model (SOPM), including Sport England's Leisure Services Delivery Guidance (LSDG) and other strategies, will provide the evidence base for this shift. Through this process, all future delivery models - including insourcing - will be fully appraised so Members can make an informed decision on the best long-term operating model from 2031 for Brent's residents and communities.
- 3.1.3 This report sets out a clear way forward for Vale Farm Sports Centre. By moving from the Tri-Borough procurement to a standalone procurement, we can ensure continuity of service for residents and communities, while strengthening local control over pricing, programming and investment. The standalone procurement will provide the stability needed while we prepare for an integrated borough-wide model from 2031, when Willesden and the new Bridge Park can be aligned with Vale Farm.
- 3.1.4 The proposal supports several Borough Plan 2023-27 priorities:
- A Healthier Brent, by ensuring continued access to leisure and physical activity infrastructure that contributes to physical and mental wellbeing, and supports Brent's long-term shift to a preventative, place-based approach to health;
 - Prosperity and Stability, through the opportunity to secure a financially sustainable Active Wellbeing offer that maximises income, improves operational efficiency, and aligns with wider strategic investment;
 - Thriving Communities, by shaping a more coherent, inclusive and community-responsive Active Wellbeing offer across the borough;
 - A Cleaner, Greener Future, by supporting future delivery models that prioritise energy efficiency, environmental sustainability and active travel integration.
- 3.1.5 The approach also aligns with Brent's Active Wellbeing ambitions, Health and Wellbeing Strategy 2022-27, and Climate Emergency Strategy 2021-2030. It reflects the Council's strategic aim of integrating all major Active Wellbeing (leisure) facilities into a single borough-wide model from 2031, informed by the Strategic Outcomes Planning Model (SOPM).

3.1.6 The Strategic Outcomes Planning Model (SOPM) is Sport England's nationally recognised framework. It provides the evidence and structure needed to make coordinated, long-term decisions about what to invest in, where, why, and for whom.



3.2 Background

3.2.1 In June 2024, Cabinet approved Brent's participation in the Tri-Borough leisure procurement with Ealing and Harrow, covering Vale Farm Sports Centre for a new contract from Spring 2026. This approach was intended to secure economies of scale and share procurement resources.

3.2.2 Since that decision, it has become clear that the Tri-Borough procurement does not provide the necessary legal or contractual assurances for Brent. Specifically, the current procurement does not allow the Council to:

- include Willesden Sports Centre and/or the new Bridge Park Leisure Centre in the contract from 2031 (as set out in paragraph 3.2.11 of the June 2024 Cabinet report); and
- unconditionally exit the contract in 2031 without penalty (as set out in paragraph 3.2.12 of the same report), without incurring procurement law risk.

3.2.3 These constraints are significant. They prevent Brent from aligning all three major Active Wellbeing (leisure) facilities into a single, borough-wide model from 2031, coinciding with the expiry of the Willesden PFI and the planned opening of the new Bridge Park Leisure Centre.

- 3.2.4 The Tri-Borough procurement would also reduce Brent's autonomy. A joint contract awarded across three boroughs would limit Brent's influence on specification, pricing, programming, branding and income retention.
- 3.2.5 Since the original Tri-Borough arrangements were agreed more than a decade ago, the policy context has shifted. Brent is pursuing an Active Wellbeing approach focused on prevention, tackling inequalities, health equity and climate action, supported by the Borough Plan, Health and Wellbeing Strategy and Climate Emergency Strategy. Active Wellbeing goes beyond managing leisure facilities, by focusing on prevention, tackling health inequalities and supporting community outcomes through activity, inclusion and system partnerships. This places Brent at the forefront of the national shift from traditional leisure to Active Wellbeing, moving beyond a facility-based model to one that embeds prevention and equity in community life. It also reflects Cabinet's June 2024 requirement to secure flexibility for 2031, which now aligns with Brent's ambition to lead nationally on the transition to Active Wellbeing.
- 3.2.6 Brent's current leisure facilities are fragmented, with multiple operating arrangements. Vale Farm is the only site within the Tri-Borough procurement, limiting Brent's influence and leverage. A standalone procurement provides the opportunity to reduce this fragmentation over time and move towards a single, borough-wide model that can later incorporate other facilities.
- 3.2.7 Legal advice confirms that Brent may withdraw from the Tri-Borough process on strategic grounds and proceed with a new standalone procurement. Preparatory work already undertaken through the Tri-Borough process, including market insight and draft documentation, can be reused, reducing delivery risk. While some costs cannot be recovered, the work to date strengthens Brent's preparedness for a standalone procurement.
- 3.2.8 Importantly, a standalone five-year agency agreement aligns with Brent's strategic horizon to 2031, when the Willesden PFI expires and the new Bridge Park Leisure Centre is due to be open. This provides a clear pathway towards a single, borough-wide model across Brent's facilities from 2031 onwards.
- 3.2.9 Alongside this procurement, the Council has commenced a borough-wide strategic review of play, physical activity, leisure, sport and recreation provision, informed by a Strategic Outcomes Planning Model (SOPM).

This will include the development of a new:

- Facility Planning Model (FPM)
- Built Facilities Strategy (BFS)
- Playing Pitch Strategy (PPS)
- Play and Recreation Facilities Strategy (PFS)
- Supporting infrastructure and condition surveys

This work will fill critical gaps in the Council's evidence base, reduce strategic and investment risk, and unlock internal and external capital and revenue funding. The SOPM will also strengthen the Council's position in the upcoming Local Plan refresh, reduce the risk of Sport England or statutory objections to major planning applications, and support the borough's Infrastructure Delivery Plan (IDP).

As part of the SOPM, the Council will apply Sport England's Leisure Services Delivery Guidance (LSDG) to appraise future delivery models. This will include consideration of insourcing, alongside agency, concession and hybrid approaches. This evidence-based appraisal will ensure Cabinet has clear options ahead of the 2031 decision on a single, borough-wide model.

3.2.10 This procurement is not simply about securing the continued operation of Vale Farm Sports Centre. It marks the first stage in Brent's five-year transition from traditional leisure to an Active Wellbeing model. The Council is therefore seeking an operator who can deliver continuity at Vale Farm while also demonstrating how their approach can help Brent prepare for a single, integrated model from 2031, when Willesden Sports Centre and the new Bridge Park will come into scope.

Bidders will be expected to show how they can:

- embed prevention, inclusion and health equity in day-to-day delivery;
- work in partnership with the Council, health and community stakeholders to support wider Active Wellbeing outcomes
- work as system partners with health, education and community services
- contribute ideas and innovation that will strengthen Brent's readiness for the integrated 2031 model; and
- contribute insight and operational learning that will inform the Council's future LSDG appraisal of delivery models.

This approach provides an immediate contract opportunity while signalling the Council's long-term ambition to establish Brent as a national leader in Active Wellbeing and giving operators the chance to shape this model ahead of 2031.

3.2.11 In summary, the Tri-Borough procurement no longer represents the best option for the Council. A standalone procurement provides legal certainty, stronger local control, better financial outcomes and alignment with the Council's strategic priorities to 2031.

It is the first step in a five-year transition towards the Council's ambition to establish a single, borough-wide Active Wellbeing model from 2031, incorporating Willesden and the new Bridge Park. The standalone procurement provides the sovereignty and flexibility required to facilitate this shift, allowing Brent to shape a new model of provision rooted in prevention, health equity and community outcomes, and to demonstrate national leadership in the move beyond traditional leisure, sharing Brent's learning with the wider Active Wellbeing network. This process will keep all delivery models, including insourcing, under active consideration through the SOPM and LSDG work.

3.3 Implementation and Timeline

3.3.1 If Cabinet approves a standalone procurement, Council will issue a tender notice in October 2025, with a target contract award in January 2026. This timetable allows a six-week mobilisation and a March 2026 contract start.

3.3.2 It is anticipated that the procurement will proceed using the Competitive Flexible Procedure. This route allows negotiation on the project detail including the

terms and conditions and provides the Council with the flexibility needed to finalise a robust contract.

- 3.3.3 Delivery of this timetable is contingent on delegated authority to award (see Recommendation 2.3), immediate legal and procurement input following Cabinet, and reuse of documentation already prepared under the Tri-Borough procurement process.
- 3.3.4 The overall timetable ensures a new contract is in place for March 2026, securing continuity of service at Vale Farm. The Council will also use this procurement to test and embed new ways of working that reflect Active Wellbeing principles, ensuring the operator contributes to the wider transition towards a single, borough-wide model from 2031.
- 3.3.5 There is a recognised risk to continuity of service if the procurement timetable were to slip. This risk will be managed through close programme oversight, early mobilisation planning, and the allocation of dedicated resources, with defined contingency arrangements in place.

4.0 Stakeholder and ward member consultation and engagement

- 4.1 The proposal in this report has been developed through engagement with senior internal stakeholders, including the Chief Executive, Corporate Director of Finance and Resources, other Corporate Directors and the Cabinet Member for Adult Social Care, Public Health and Leisure.
- 4.2 Wider engagement will commence as part of the Strategic Outcomes Planning Model (SOPM). This will involve residents, community organisations, health partners and stakeholders across the borough, and will shape future service design, facility planning and alignment beyond 2026.
- 4.3 As part of the Vale Farm procurement process, engagement will also take place with current and potential users of the site to ensure their views inform the specification and delivery approach.
- 4.4 No ward-specific or statutory consultation has been required at this stage, as the proposal relates to a borough-wide procurement decision. Ward members will be engaged at appropriate points during the SOPM process and any future site-specific decisions.

5.0 Financial Considerations

- 5.1 It is not anticipated that there will be any significant direct financial impacts arising from Brent withdrawing from the Tri-Borough procurement.
- 5.2 Some costs incurred to date through Brent's participation in the Tri-Borough process cannot be recovered, although the preparatory work undertaken strengthens the Council's preparedness for a standalone procurement.
- 5.3 The standalone procurement will be based on a five-year agency agreement. This model is expected to provide financial advantages compared to the concession contract approach used in the Tri-Borough procurement. These

include potential VAT benefits, greater retention of income, and improved financial oversight. Any efficiencies achieved will strengthen the Council's financial position and enable further reinvestment in prevention and community wellbeing, consistent with the Council's Active Wellbeing ambitions.

- 5.4 Detailed financial modelling, including assessment of affordability, mobilisation costs and any revenue implications, will be undertaken as part of the procurement process. The outcome will be reported through the Council's financial governance processes and confirmed prior to contract award.
- 5.5 In parallel, the Council is investing in the Strategic Outcomes Planning Model (SOPM) and supporting strategies as a spend-to-save initiative. This is designed to reduce financial and planning risk, support the Local Plan, and unlock potential external investment from Sport England and other partners. The SOPM process will also strengthen the financial case for future alignment across Active Wellbeing provision, supporting Brent's strategic shift away from a traditional leisure service towards Active Wellbeing model, rooted in prevention and proportionate universalism, and positioning the borough as an early adopter of the national Active Wellbeing agenda.
- 5.6 The LSDG options appraisal within the SOPM work will set out the comparative financial implications of different delivery models - including insourcing - to inform the Council's Medium-Term Financial Strategy (MTFS) and a single, borough-wide model from 2031.
- 5.7 At this stage there are no direct implications for the Council's MTFS. Any amendments required as a result of the standalone procurement will be managed through the Council's established financial governance and budget-setting processes. Successful delivery of the standalone procurement is contingent on sufficient dedicated Legal, Procurement and Finance resourcing, alongside external specialist support already commissioned.

6.0 Legal Considerations

- 6.1 The Council has the legal power to enter leisure contracts under Section 111 of the Local Government Act 1972 and the general power of competence in Section 1 of the Localism Act 2011.
- 6.2 The Tri-Borough procurement is led by the London Borough of Harrow, using Harrow's Contract Standing Orders and Financial Regulations, as agreed by Brent Cabinet in June 2024.
- 6.3 Paragraph 3.2.11 of the Cabinet report dated 17 June 2024 stated that *"Officers will explore the possibility of including these two leisure centres in the scope of the Tri-Borough contract as options that the Council may exercise at some future time."* Paragraph 3.2.12 further stated that *"Officers will explore the potential for a break clause for Brent to facilitate the alignment in 3.2.11."*
- 6.4 The Tri-Borough procurement does not allow for the inclusion of the additional leisure centres as per paragraph 3.2.11, or for a break clause for Brent as per paragraph 3.2.12 of the June 2024 Cabinet report.

- 6.5 The standalone procurement for Vale Farm Sports Centre will constitute a high-value public services contract. It is anticipated that it will be conducted under the Procurement Act 2023 using the Competitive Flexible Procedure and will comply with Brent's Contract Standing Orders and Financial Regulations. External legal advisors have been appointed to ensure full compliance.
- 6.6 It is not anticipated that Brent's withdrawal would prevent the London Boroughs of Harrow and Ealing from proceeding with the current procurement. Any implications arising from Brent's withdrawal will be managed by Harrow and Ealing within their roles as contracting authorities.
- 6.7 The standalone procurement will be based on a five-year agency agreement. This requires clear legal structuring of roles, risk allocation, income treatment and VAT. External legal advisors are supporting the Council to confirm the robustness of the agency agreement model and compliance with all regulatory and tax requirements.
- 6.8 The legal risks associated with the likelihood of a legal challenge being made against Brent's withdrawal from the Tri-Borough procurement and of any such challenge being successful have been assessed and are considered low. The Council must also have regard to its best value duty under Section 3 of the Local Government Act 1999, demonstrating economy, efficiency and effectiveness.
- 6.9 The award of the new contract will be subject to legal review prior to completion, in line with the Council's governance procedures.
- 6.10 The LSDG appraisal will also consider the legal and governance implications of insourcing and other models, including employment, pensions, VAT and the capacity required by the Council to act as the direct client. This will include assessment of the resources, skills and systems needed to manage day-to-day operations, risk, compliance and performance, which would otherwise sit with an external operator.

7.0 Equity, Diversity & Inclusion (EDI) Considerations

- 7.1 In exercising its functions the Council must have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations, in line with the Public Sector Equality Duty (Equality Act 2010).
- 7.2 The proposal in this report relates to the procurement route for leisure and does not involve immediate changes to service provision or access. No adverse impacts are identified at this stage. An Equality Impact Assessment will be undertaken as part of the procurement process to inform the contract specification.
- 7.3 The specification will therefore ask operators not only to provide inclusive services at Vale Farm, but to show how their approach over the next five years can reduce inequalities and build community capacity in line with Brent's Active Wellbeing ambitions.

- 7.4 The Strategic Outcomes Planning Model (SOPM) will embed equity and inclusion as core principles, ensuring Brent's future Active Wellbeing offer is responsive to community needs and targeted at reducing inequalities in access, experience and outcomes, consistent with the principle of proportionate universalism - universal access with scale and intensity proportionate to need.

8.0 Climate Change and Environmental Considerations

- 8.1 The Council declared a climate and ecological emergency in 2019 and is committed to achieving net zero carbon emissions from its operations by 2030. Leisure centres are a significant source of energy use and future contracts must support decarbonisation objectives.
- 8.2 The proposed standalone procurement for Vale Farm provides an opportunity to embed environmental performance requirements into the contract, including energy efficiency, building operation, sustainable transport access and waste reduction.
- 8.3 The Strategic Outcomes Planning Model (SOPM) and supporting strategies will integrate sustainability and climate resilience in all future facility and service design. This includes alignment with the Local Plan, Infrastructure Delivery Plan and Climate Emergency Strategy, and will ensure facilities promote active travel, low-carbon operations and access to green and blue infrastructure.
- 8.4 Future investment at Bridge Park, Vale Farm and Willesden will be expected to deliver modern, low-carbon facilities that meet high environmental standards, contribute to climate resilience and align with Sport England frameworks.
- 8.5 The future specification for Active Wellbeing will also require operators to support the Council's wider environmental objectives. This will include participation in decarbonisation planning, energy benchmarking and integration with place-based sustainability initiatives.
- 8.6 Through Sport England's Swimming Pool Support Fund (Phase II), the Council has now secured approximately £180,000 (at no cost to the Council) for the installation of solar photovoltaic (PV) panels at Vale Farm Sports Centre. This investment will reduce the site's energy consumption and costs, improve its environmental performance, and make the facility more attractive to potential operators in the proposed standalone procurement.

9.0 Human Resources and Property Considerations

- 9.1 There are no immediate human resources implications arising from this report. Current leisure services are operated by an external contractor, and no changes to employment arrangements are proposed at this stage, with no redundancies arising. Should this change, appropriate consultation and legal advice will be undertaken in accordance with TUPE and Council procedures.
- 9.2 The standalone procurement relates specifically to the continued operation of Vale Farm Sports Centre, which is a Council-owned asset. Under an agency agreement model the operator may be granted a licence to occupy rather than

a lease. No changes to property ownership are proposed, and any property arrangements will be reviewed as part of contract development.

- 9.3 Future phases of the Council's Strategic Outcomes Planning Model (SOPM) will inform investment decisions across Bridge Park, Willesden, and Vale Farm, including potential refurbishment or reprovision. These sites will be subject to further feasibility, legal and property advice as part of future business cases.

10.0 Communication Considerations


- 10.1 There are no statutory communication or consultation requirements arising directly from this report.
- 10.2 The decision to withdraw from the Tri-Borough procurement represents a change from a previously approved Cabinet position and may prompt questions from stakeholders. A clear communications narrative will be developed to explain the rationale, emphasising continuity of service, stronger local control, and alignment with Brent's Active Wellbeing objectives and the wider national shift away from traditional leisure. The narrative will make clear that this is not simply a contract change, but the start of the Brent's wider transition to Active Wellbeing, and that all future delivery options - including insourcing - will be evaluated through SOPM and LSDG work.
- 10.3 Internal and political engagement will continue throughout the procurement and SOPM development process. Ward members and senior stakeholders will be updated at key points, particularly where future decisions affect site-specific service design or capital investment.
- 10.4 Public messaging will emphasise continuity of service at Vale Farm and the Council's commitment to inclusive, sustainable and high-quality Active Wellbeing provision across the borough, positioning Brent as a leader in this national pivot and demonstrating the Council's commitment to inclusive, evidence-based decisions that support residents and communities.

Related document(s) for reference:

[Cabinet report 17 June 24 - Vale Farm Procurement Option](#)

Report sign off:

Rachel Crossley
Corporate Director of Service Reform and Strategy

	Cabinet 8 September 2025
	Report from the Corporate Director, Neighbourhoods and Regeneration
	Lead Member - Cabinet Member for Regeneration, Planning and Property (Councillor Teo Benea)
Council Homes Acquisition Programme (CHAP) Delivery	

Wards Affected:	All
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Part Exempt – Appendix 1 is exempt as it contains the following category of exempt information as specified in Paragraph 3, Schedule 12A of the Local Government Act 1972, namely: “Information relating to the financial or business affairs of any particular person (including the authority holding that information)”
List of Appendices:	One Appendix 1: Property Acquisition Price Caps
Background Papers:	None
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Tanveer Ghani, Director, Property & Assets 020 8937 1722 Tanveer.Ghani@brent.gov.uk Denish Patel, Head of Property 020 8937 2529 Denish.patel@brent.gov.uk

1.0 Executive Summary

- 1.1 As part of the Greater London Authority’s Affordable Homes Programme 2021 – 2026, the Council proposes to acquire 15 homes for temporary accommodation under the Council Homes Acquisition Programme (CHAP).
- 1.2 The purpose of this report is to seek Cabinet approval to proceed with the Council Homes Acquisition Programme (CHAP) for which a Greater London Authority (GLA) grant of up to £1.8m has been secured, including authority to

complete the contracts for the acquisition of up to 15 properties by 31 March 2026 or thereafter, subject to agreement from the GLA and Cabinet approval.

2.0 Recommendation(s)

That Cabinet:

- 2.1 Agree to the delivery of the Council's Council Homes Acquisition Programme (CHAP) to acquire 15 homes for temporary accommodation, subject to Cabinet approval.
- 2.2 Approve the total capital budget of £11,733,750 required to complete the acquisition and refurbishment of 15 properties.
- 2.3 Delegate authority to the Director, Property & Assets, in consultation with the Lead Member for Regeneration, Planning and Property to complete the acquisition of purchases above £1m.

3.0 Detail

3.1 Cabinet Member Foreword

- 3.1.1 The borough plan sets out the Council's ambition to provide safe, affordable housing for residents and under the strategic priority 'Prosperity and Stability' reaffirms the pledge: to deliver 5,000 affordable homes across the borough of which 1,700 will be delivered by the Council by 2028.
- 3.1.2 Other strategies relevant to achieving this strategic priority include:
 - Local Plan
 - Procurement Strategy
 - Social value delivery plan
 - The Poverty Commission
 - Housing Allocations Policy
 - Local Housing Strategy
 - Climate and Ecological Emergency Strategy
 - Homelessness and Rough Sleeper Strategy
 - Equality Strategy
 - Health and Well-being Strategy
 - Inclusive Growth Strategy
- 3.1.3 London is undergoing an unprecedented homelessness crisis. In 2023, one in 50 Londoners is currently homeless and living in temporary accommodation – that means at least 170,000 Londoners, and over 83,000 children, are without a secure place to call home.
- 3.1.4 The acquisition of a further 15 properties will allow the Council to place 15 families in good quality temporary accommodation and reduce the impact of living in hotels on these families as well as reduce the cost pressures.

3.2 Background

- 3.2.1 In July 2025 Cabinet agreed to delegate authority to the Corporate Director, Neighbourhoods and Regeneration in consultation with the Lead Member for Regeneration, Planning & Property to enter into a Deed of Variation (DoV) for the GLA 2021 – 2026 Affordable Housing Programme.
- 3.2.2 Part of this DoV was the proposal to acquire 15 homes through the Council Homes Acquisition Programme (CHAP) with total grant funding of £1.8 million.
- 3.2.3 The CHAP programme helps Councils to acquire homes to turn them into genuinely affordable homes. The programme enables Councils to purchase properties and convert these homes into social rented housing or temporary accommodation for homeless households.
- 3.2.4 The GLA's initial CHAP offer for temporary accommodation (TA) acquisitions was too low to make it viable. Following some financial modelling work, the GLA agreed an uplifted grant rate of £120,000 per unit for TA. TA rent is paid at the Local Housing Allowance (LHA), which is substantially higher than social rent, making this a more viable route for council housing.
- 3.2.5 Finance and Property teams have agreed a series of price caps for acquisitions of 2-4 beds in the North West area of the borough, and the Inner North area, as laid out in Appendix 1.
- 3.2.6 Based on the financial modelling and market research, the Property Team anticipates acquiring up to 15 properties from the open market, with focus on larger properties. All properties must adhere to the CHAP standards and requirements, with an anticipated exchange by March 2026 and completion thereafter.

4.0 Stakeholder and ward member consultation and engagement

- 4.1 Ward members will be kept up to date on any completed acquisitions in their wards as well as updates on any remedial works required prior to placing families in these new homes.
- 4.2 Officers meet with the GLA regularly to update on progress of projects and any forthcoming opportunities for funding and homes delivery.

5.0 Financial Considerations

- 5.1 The total capital budget required for the programme is £11,733,750, as set out in the table below:

Property Acquisition Costs (at Inner North price cap)	£10,425,000
Refurbishment Costs	£750,000
Oncost Contingency and Staff Capitalisation (5% of above costs)	£558,750
Total Budget Requirement	£11,733,750

The capital budget will be financed by the GLA grant up to £1.8 million, and the remaining c.£9.9m by prudential borrowing. The budget requirements assume that all 15 properties are purchased from Inner North London, where property prices and the agreed price cap are higher. If any properties are purchased from North West London, the total borrowing required can be reduced but then LHA rents will be lower.

- 5.2 The financial viability of the scheme is dependent on several assumptions, most significantly that the homes are occupied soon after they are purchased without lengthy delays for refurbishment or identifying suitable tenants. Any departure from these assumptions may cause the scheme to be unviable. In this case, viability is defined as the 15 properties having a positive net present value by year 40 based on the Council's standard assumptions about interest rates.
- 5.3 Temporary accommodation is held within the general fund. Temporary accommodation is likely to make revenue savings for the Council, as it will reduce the need for costly placements. These savings, averaging about £15k per property per year, have not been included in the financial viability modelling.
- 5.4 There is a risk that the Council will need to return all or part of the grant funding if the 15 properties are not exchanged by 31st March 2026. Returning the grant funding would reduce the financial viability of the overall scheme, especially if additional borrowing was required.

6.0 Legal Considerations

- 6.1 A significant grant allocation has been secured from the GLA. The Council has entered into grant agreements with the GLA governing the award of such funding to include the requirement to deliver specified numbers of new homes with start on site dates specified. Failure to observe grant conditions or achieve specified delivery numbers may lead to the Council being unable to access the grant funding and therefore efficient and timely delivery approaches are essential to mitigate the risk.
- 6.2 Under Part 3, paragraph 11 Acquiring, managing and disposing of land and buildings of the Council's Constitution, only the Corporate Director, Neighbourhoods and Regeneration or the Director of Property and Assets may acquire or dispose of an interest in land or buildings. The Corporate Director, Neighbourhoods and Regeneration may dispose of or acquire freehold land or buildings up to a value, in his or her view, of £1m.
- 6.3 Although it is expected that properties will be within this value, should any property been in excess of £1m then it is recommended that Cabinet delegate

authority to the Director, Property & Assets, in consultation with the Lead Member for Regeneration, Planning and Property to complete the acquisition of any properties at or above the asking price of £1m.

7.0 Equity, Diversity and Inclusion Considerations

7.1 Pursuant to s149 Equality Act 2010 (the “Public Sector Equality Duty”), the Council must, in the exercise of its functions, have due regard to the need to:

- (a) eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act
- (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it,

7.2 The Public Sector Equality Duty covers the following nine protected characteristics: age, disability, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

7.3 Having due regard involves the need to enquire into whether and how a proposed decision disproportionately affects people with a protected characteristic and the need to consider taking steps to meet the needs of persons who share a protected characteristic that are different from the needs of persons who do not share it. This includes removing or minimising disadvantages suffered by persons who share a protected characteristic that are connected to that characteristic.

7.4 There is no prescribed manner in which the council must exercise its public sector equality duty but having an adequate evidence base for its decision is necessary.

7.5 Any scheme funded through the GLA is required to meet specified equality, diversity, and inclusion requirements. The Council has received confirmation that all requirements have been met, these are as follows:

- All investment partners must offer equality, diversity, and inclusion training for all employees.
- All investment partners must implement a zero-tolerance approach to all forms of discrimination, harassment and bullying.
- All investment partners must broaden recruitment channels and encourage applications from diverse and underrepresented backgrounds.
- All investment partners must collect and monitor workforce data to benchmark the diversity of their workforce against the local area of their organisation.
- All investment partners must publish their gender and ethnicity pay gaps.

8.0 Climate Change and Environmental Considerations

- 8.1 The Climate Change Strategy commits the New Council Homes Programme (NCHP) to ensuring Employers Requirements set standards that support the Council's Zero Carbon ambitions. The CHAP programme relates to acquiring existing properties so there is minimal scope to incorporate climate change and environmental considerations into this programme.

9.0 Human Resources/Property Considerations (if appropriate)

- 9.1 None.

10.0 Communication Considerations

- 10.1 The NCHP is supported by a Communications Plan. This includes engagement with stakeholders throughout the delivery of the schemes.
- 10.2 Housing is a high-profile topic among media outlets both from a homelessness perspective and quality of homes. The development and provision of new homes to meet the growing demand is essential and is likely to be of interest to media outlets and local residents and groups.

Report sign off:


Alice Lester

Corporate Director, Neighbourhoods and
Regeneration

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

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	Cabinet 8 September 2025
	Report from the Corporate Director Neighbourhoods and Regeneration
	Lead Member – Cabinet Member for Regeneration, Planning & Property (Councillor Teo Benea)
Brent Development Plan Documents Review	

Wards Affected:	All except parts of Alperton, Harlesden and Kensal Green, Stonebridge and Tokyngton, where OPDC is the Local Planning Authority.
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open.
List of Appendices:	None
Background Papers:	Brent Local Development Scheme April 2025
Contact Officer(s):	Paul Lewin, Spatial and Transportation Planning Manager 020 8937 6710 paul.lewin@brent.gov.uk

1.0 Executive Summary

- 1.1. To consider a request for additional budget to support the review of the Brent Local Plan and suggested delegation to address the stages prior to submission of development plans for examination.

2.0 Recommendation(s)

- 2.1 That Cabinet approves a budget of £880,000 to be added to the Local Plan budget reserve to be used for the processes to support delivery of a review of the development plan documents.
- 2.2 That Cabinet delegate authority to the Corporate Director Neighbourhoods and Regeneration in consultation with the Cabinet Member Regeneration, Planning and Property to approve Development Plan consultation material to be issued in the stages prior to any final draft plan proposed to be submitted for examination.

3.0 Detail

Cabinet Member Foreword

- 3.1 Having an up-to-date development plan and associated planning documents is a critical part of shaping the future of Brent. It is key to setting out how Brent will embrace the challenge of its anticipated continued population growth in a manner that is as sustainable as possible. This will support Brent's identity as a place, positively embracing change by meeting the population's needs for housing and necessary social and cultural infrastructure, providing the places for Brent's businesses and economy to grow, retaining its green infrastructure and areas of historical significance, whilst working towards being carbon neutral and addressing the challenge's posed by climate change.
- 3.2 The development plan and associated planning documents provide a positive framework for managing development to meet the borough plan priorities as follows:
1. **Prosperity and Stability in Brent** – The Plan seeks to address housing needs of the population and necessary social and cultural infrastructure. By supporting extensive regeneration of parts of Brent, especially in its growth areas, its town centres and commercial areas and supporting business it provides increased opportunities for wealth generation and prosperity of Brent residents through providing access to local jobs. This will sustain its desirability and prosperity, whilst providing clear guidelines for development and helps ensure stability in an area.
 2. **Thriving Communities** – Addressing the wide range of needs of residents and businesses will better equip Brent communities in meeting the challenges and opportunities ahead. A strengthened sense of place provided through a clear vision for the development of Brent helps to improve development outcomes and create a sense of belonging which contributes towards community cohesion.
 3. **A Healthier Brent** – Providing more and better homes, jobs, social infrastructure and improving the quality and amount of green infrastructure in Brent, encouraging walking and cycling, whilst reducing unnecessary vehicle movements will improve mental and physical well-being.
 4. **A Cleaner, Greener Future** – New developments will deliver higher environmental standards, better addressing the threat posed by climate change and working towards the Council's goal to be carbon neutral by 2030.
 5. **The Best Start in Life** – A principal determinant of future life chances for younger people is having a stable accommodation, including a home that is affordable, has sufficient space to live and growth in and internally provides a healthy environment. Brent's current development plan supports the delivery of as many homes as are realistically considered to be feasible in the period to 2041, a significant number of which will be higher quality affordable homes, with higher levels of outdoor amenity space than standards set in the London Plan.

Background

- 3.3 On [7th April 2025 Cabinet resolved to approve the Council's Local Development Scheme](#) (LDS). The LDS sets out the Council's work programme for reviewing its development plan and associated planning documents in the period ending in 2029. It also highlights prospective neighbourhood plan activities. In addition, the Cabinet report sets out what was known at the time about proposed changes to the development plan system to streamline it from start to finish to be a period of 30 months. No additional information, or regulations have yet been published to clarify the new development/ local plan adoption process. The Cabinet report set out the challenges for Brent associated with changes to national policy, particularly the significant uplift in housing delivery targets.
- 3.4 Notwithstanding the statutory requirement to review a local plan every five years, the plan is needed to be kept up to date. This fulfils the Council's role in proactively shaping Brent's development to increase the prosperity and meet the needs of its growing population and its businesses whilst improving its environmental quality and addressing the challenges of climate change.

Development Plan Review Budget

- 3.5 The annual planning policy revenue budget currently comprises of predominately staff salaries plus on-costs. There is no dedicated budget available to support the activities of evidence base gathering, or other activities requiring either external support or purchasing services or materials to support the development of planning policies, guidance or their publicity/ engagement as part of necessary consultation processes or the public examination of development plans.
- 3.6 To enable its delivery, the last Brent Local Plan review was subject to a dedicated budget reserve. This reserve, apart from £59,000 that has been set aside to pay the Council's share of the West London Waste Plan review for the financial years 25/26 and 26/27, has £60,000 remaining. To be able to progress the next Brent development plan review, including the Local Plan, plus other associated work to support the delivery of guidance, delivering local plan outcomes, such as masterplanning of growth areas (for example as has previously happened for [Staples Corner Masterplan Supplementary Planning Document \(SPD\) 2024](#)) an addition to the dedicated reserve budget will be required.

Uncertainties associated with budget preparation

- 3.7 As the April 2025 Cabinet paper set out, there is on-going uncertainty about the proposed development plan new system and what will be expected of local plans in terms of their content. This is further complicated by a move towards new national development plan policies, which may remove some policies that the local plan might have addressed (albeit Brent Local Plan has very few non-Brent specific policies that such changes will bring). The draft national policies have not yet been issued for consultation.

- 3.8 Similarly, it is unclear what the level of detail of the new London Plan policies will be. The London Plan currently has several planning application specific policies, which there is a lot of pressure to remove due to what many consider to be the unnecessary length and detail in what should be a strategic document. 'Towards a New London Plan' a consultation document representing the start of the review of the London Plan has been issued. It however is a very high-level document that provides no great certainty on what the London Plan content will be.
- 3.9 Compared to several years ago, there is also currently a lot less financial support from MHCLG for general plan making purposes, due to the removal of the dedicated planning delivery grant. West London Authorities benefitted from circa £500K in 2018-2020 from this source to support joint evidence bases. This effectively saved the Council around £100K for separate Housing and Gypsy and Traveller Needs Assessments, Employment Land Review, Affordable Workspace Review, Strategic Flood Risk Assessment Level 1 and Small Housing Sites Capacity Assessments.
- 3.10 A significant other consideration is whether the Council can address its need for additional Gypsy and Traveller pitches through site acquisition and provision prior to the local plan review starting. If not, it is likely that the Local Plan will have to positively address meeting this need through site allocations, which is likely to make adoption more complicated and expensive.
- 3.11 Against this background of uncertainty, a range of cost estimates of undertaking the local plan review have been shared with finance for scrutiny. They include evidence base costs and associated necessary processes to adopt a plan. This is based on Brent's recent experience, plus other boroughs/ councils who have recently done reviews. These range from an optimistic scenario, which would exclude the need for gypsy and traveller work if already completed, of £450K, up to £1.56 million in the most pessimistic scenario. That scenario also includes a gypsy and traveller plan and assumes that the Council's evidence base and processes are subject to significant challenge.
- 3.12 A central scenario indicates a cost of approximately £940,000, and Cabinet is recommended to approve £880,000 to support the Plan's review to add to the remaining £60,000 reserve. This amount requested is broadly consistent with the £1million identified in the April 2025 Cabinet paper. It should be noted that this is a proportionate request, reflective of the experience of the team in undertaking local plan reviews. Much of the necessary work is being done by officers rather than automatically deferring to consultants like some councils do. This does, however, assume current posts within the policy team and across planning and other parts of the Council are maintained in the establishment with capacity to do such work.
- 3.13 It is also important to note that some costs associated with the local plan review might be deferred to processes associated with delivery of the plan's policies after its adoption. So, some costs might need to be retained in the reserve until they are required. For example, in relation to objections from National Highways to be satisfactorily resolved at the last local plan examination, the Council had

to agree to more detailed traffic modelling to be undertaken in association with the Neasden Growth Area and Staples Corner Masterplan SPDs' adoption. This brought a significant additional later expense but was necessary to allow the plan to pass the examination. Similar commitments may be necessary as part of the review where decisions to potentially limit unnecessary expenditure prior to examination, on the basis that an issue might not be raised or be given much weight as an objection by the Inspectors examining the Plan, are made. In addition, the Government still appears to be looking to exclude SPDs as part of the new planning system. Instead, Councils will be expected to do area plans that will be subject to examination, although it is not clear if the adoption processes are expected to be the same as local plans.

Streamlining of decision making for early stages of Plan making

- 3.14 The statutory plan making process is subject to several stages, most of which include consultation. If each stage prior to the submission of the plan for examination had to be subject to a decision of the Council's Cabinet, this would have the potential to lengthen significantly the adoption process. The Council's constitution does not specifically refer to early processes for development plan adoption.
- 3.15 To address this, for the last local plan review, on 13th April 2017 [Cabinet agreed](#) to a Local Plan Liaison Group comprising a range of councillors being set up to meet regularly to consider draft local plan issues at each stage. In addition, it agreed that prior to publishing the draft local plan for examination (Regulation 19 stage) decision making on each stage and what to issue for public consultation was subject to delegation to the then Strategic Director Regeneration and Environment in consultation with the portfolio holder Regeneration, Growth, Employment and Skills. The Liaison Group worked well for the last local plan review and was involved in all stages prior to submission of the plan for examination. Similarly, the level of delegation also worked well and prior to examination the process of taking the draft plan through its stages was comparatively short.
- 3.16 Cabinet on 7th April 2025 in approving the Council's LDS, identified that the replacement West London Waste Plan, which also forms part of Brent's development plan, would be subject to the existing 2012 Town and Country (Local Planning) (England) Regulations (as amended) following the current plan making processes. These can continue to be used for development plans submitted before 31st December 2026. To assist with the timelines of this process to meet the deadline, it is recommended that Cabinet's previously approved approach to delegation for the Brent Local Plan is taken forward for this development plan too. This would now be delegated to the Corporate Director Neighbourhoods and Regeneration in association with the Cabinet Member Regeneration, Planning and Property to reflect changes in names of the two positions.
- 3.17 For the Brent Local Plan review, the Council will have to follow the regulations associated with the new development planning system as required in the Levelling Up and Regeneration Act 2023. Although there is no clarity yet on the

requirements, it is considered that due to the need to meet the 30-month timeline from start to finish, that a suitable level of delegation is also required in relation to these plan making processes. As for the previous Brent Local Plan, the Local Plan Liaison Group will continue to review the relevant stages of the plan's consultation material and approach to policy making.

- 3.18 The new local plan process would appear to be subject to three stages prior to submission of a plan for examination: Scoping and Early Participation; First Formal Consultation, and Second Formal Consultation. Given that Second Formal Consultation would appear to be the equivalent stage of publication (regulation 19 stage) of the current local plan adoption process as set out in the regulations (as amended), it is recommended that Cabinet approve the same delegation route for the new plan process as exists for the current plan process.

Options

- 3.19 There are potentially two options open to the Council following consultation:
- a) Approve the allocation of the reserve budget for the local plan review and delegated decision-making processes
 - b) Do not approve the allocation of the reserve budget for the local plan review and delegated decision-making processes

Approve the allocation of the reserve budget for the local plan review and delegated decision-making processes

- 3.20 The allocation of a dedicated reserve budget will enable the policy team to start to plan with certainty the local plan review timetable. This would be more difficult without certainty of where funding will come from, as the plan must be based on evidence. For the adoption process to be credible, much of this work should be commissioned/ available to inform the consultation documents and a preferred content of the draft Plan. The reserve could be drawn upon across the Local Plan adoption timescale to support the necessary processes.
- 3.21 The delegation of the decision making in relation to consultation on the earlier stages of plan preparation will streamline the process and is considered expedient to reduce time between stages and reduce Cabinet business. It has served the Council well and represents the right balance between democratic oversight and moving the Plan forward in a timely fashion. Cabinet will ultimately still approve any draft plan submitted for examination. The delegation put in place for the current regulations associated with local plan adoption, should also logically apply to the new local plan adoption processes once regulations are in place.
- 3.22 Due to the need to progress the new local plan in a timely manner an appropriate budget is necessary for the whole process to be completed and for the review to be expeditious appropriate delegation needs to be in place, as such this is the option recommended for Cabinet.

Do not approve the allocation of the reserve budget for the local plan review and delegated decision-making processes

- 3.23 No allocation of a dedicated reserve budget will remove the ability of the policy team to start to plan with certainty the local plan review timetable. Not being able to commission the evidence base will mean limited ability to issue a draft Plan that is credible, and certainly it would not be able to progress to submission for examination.
- 3.24 Not undertaking a local plan review will mean that the Council will fall foul of its statutory duty. Ultimately there is the potential for the Secretary of State to directly intervene and write a Local Plan for the Council and recover their costs in doing so. Delaying the review would mean that the Council will have to rely on national and London Plan policies. Without a clear locally derived vision and plan for how Brent will grow, planning in Brent will become increasingly reactive. This may lead to development that the Council considers inappropriate. It also is likely to undermine the attractiveness of Brent to investors, many of whom currently feedback that the Council's positive approach to planning and growth is a key determinant in them prioritising development in the borough compared to other places. This will have knock on implications for significant revenue sources for the Council and infrastructure delivery in Brent, e.g. Council tax receipts, New Homes Bonus and Community Infrastructure Levy.
- 3.25 The Government has also signalled that it aims to have universal up to date Local Plan coverage across the country by the end of the current parliament. The current 2022 Local Plan is up to date. However, if the review does not take place, it will be very out-of-date by the anticipated end of the current parliament. Brent therefore would be one of the councils who is not contributing to the Government's universal Local Plan target.
- 3.26 Not allowing delegation of the decision making in relation to consultation on the earlier stages of local plan preparation associated with existing and future regulations will extend time from start to finish, potentially result in more expense as circumstances might change, resulting in additional changes to the Plan with associated supporting evidence, and will increase Cabinet business.
- 3.27 On this basis, option b) is not the recommended option.

Next steps

- 3.28 On confirmation of the budget reserve the Council will work up a more detailed delivery timetable for the local plan review. The West London Waste Plan is currently being drafted and is likely to be subject to consultation in late Autumn 2025. This early-stage consultation material will be subject to the delegated decision process set out in the recommendation of this report.

4 Stakeholder and ward member consultation and engagement

- 4.1 The appropriate levels of consultation and engagement as set out in regulations and the Council's Statement of Community Involvement will be undertaken in

association with local plan, or any supplementary planning document adoption processes.

5 Financial Considerations

- 5.1 The provision of a reserve will allow draw down of funds when necessary to support specific parts of the local plan as and when necessary. Without the agreement of reserves the Local Plan work will not be able to be carried out in line with our statutory requirements.
- 5.2 Other funding options have been explored, including CIL funding, however, the Local Plan work is not in line with the agreed use of CIL income and cannot be used to support this work.

6 Legal Considerations

- 6.1 The processes will be consistent with the Town and Country Planning (Local Planning) (England) Regulations 2012 (as amended) for documents relying on progression using the current system, whilst those related to the proposed new system will follow the necessary regulations.

7 Equity, Diversity & Inclusion (EDI) Considerations

- 7.1 The Equality Act 2010 introduced a new public sector equality duty under section 149. It covers the following nine protected characteristics: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. The Council must, in exercising its functions, have 'due regard' to the need to:
 - a) Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act.
 - b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - c) Foster good relations between people who share a protected characteristic and those who do not.
- 7.2 The three parts of the duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty.
- 7.3 All local plans and supplementary planning documents will be subject to Equalities Impact Assessment screening and, if necessary, full assessments.

8 Climate Change and Environmental Considerations

- 8.1 Local plans and supplementary planning documents are an integral part of supporting the delivery of positive outcomes towards addressing the Council's declaration of the Brent climate and ecological emergency.

9 Human Resources/Property Considerations

- 9.1 There are none other than outlined in the report. In developing Plans any opportunities identified in relation to Brent owned assets will be detailed in the reports seeking to take these forward for adoption by the council.

10 Communication Considerations


- 10.1 Local plans and supplementary planning documents are subject to appropriate levels of communication's team support to raise awareness and complement the engagement measures set out in the Councils' Statement of Community Involvement.

Report sign off:

Alice Lester

Corporate Director for Neighbourhoods and
Regeneration

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 Brent	Cabinet 8 September 2025
	Report from the Corporate Director of Finance and Resources
	Lead Member – Deputy Leader, Cabinet Member for Finance & Resources (Councillor Milli Patel)
Complaints Annual Report 2024 – 2025	

Wards Affected:	All
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
List of Appendices:	Four Appendix A: Adult Social Care Complaints Appendix B: Children's Social Care Complaints Appendix C: Local Government and Social Care Ombudsman performance comparison with other London boroughs Appendix D: HMS Annual Complaints Performance and Service Improvement Report
Background Papers:	None
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Amira Nassr Deputy Director Democratic & Corporate Governance 0208 937 5436 amira.nassr@brent.gov.uk

1.0 Executive Summary

- 1.1 This annual report sets out complaints performance at Brent Council for the period 1 April 2024 to 31 March 2025 and focuses on the nature of complaints and the learning they provide to inform Brent's future approach to service improvement.
- 1.2 Complaints concerning Adult Social Care (ASC) and Children's Social Care are governed by separate statutory complaint procedures and individual summary reports have been provided for these services in **Appendices A and B** respectively.

- 1.3 A comparison of the Council's performance with other London boroughs provided by the Local Government and Social Care Ombudsman has been provided in **Appendix C**.
- 1.4 The report also contains in **Appendix D** the Council's Housing Management Service Annual Complaints Performance and Service Improvement Report for 2024/25 which is now a requirement of the Housing Ombudsman's Complaint Handling Code.

Ombudsman assessment

- 1.5 Brent's complaint performance continues to be positively assessed by the Local Government and Social Care Ombudsman (LGSCO):

Independent, external assessment of the quality of Brent's complaint performance is provided by the relevant Ombudsman. Sections 4.21 to 4.57 of this report and Appendix C provide detailed information about this. Brent continues to perform well against some key measures. The LGSCO carried out 24 detailed investigations into Brent complaints in 2024/25, of which 21 were upheld. The figures are the same as last year and only 4% higher than similar authorities. When adjusting this metric to consider Brent's population, this is 6.1% upheld decisions per 100,000 residents. The average for authorities of this type is 9.1% upheld decisions per 100,000 residents. Significantly, in seven of these 21 upheld cases (33% of cases), the LGSCO concluded that Brent had already satisfactorily remedied the complaint within the Council's complaints procedure. This compared favourably with Brent's performance against this metric in 2023/24 and also compared favourably to a 12% rate for similar authorities in 2024/25.

The LGSCO also noted that Brent complied with 100% of the remedies proposed by their complaint investigations. This demonstrates that Brent is embedding learning identified by Ombudsman investigations.

Learning and improving from complaints

- 1.6 Individual complaint investigation and the reporting and analysis of wider trends all highlight key learning points. For example, the section of this report on service improvements (4.20) highlights two key learning points for improving the service offered to homeless applicants within the extremely challenging context of the ongoing housing crisis. One key learning point is the importance of ensuring that homeless applicants are informed of their right to request a suitability review at the appropriate time if they consider their accommodation to be unsuitable. A second key learning point is issuing licence agreements for emergency accommodation in a timely manner and providing information for working homeless applicants on how to pay rental charges at the earliest possible stage in the homelessness assessment process. This ensures that homeless applicants' expectations are properly managed. It also enables the Housing Needs Service to maximise income collection.

The Housing Management Service commenced a major review of its complaint handling during 2024/25. One initiative arising from this review is the promotion of learning reviews. The Housing Ombudsman, which decides complaints relating to

the Council's role as a landlord, sometimes orders the Housing Management Service to undertake a learning review as one of the outcomes of an upheld complaint investigation. The purpose of learning reviews are to fully embed learning from complaints within the service. The Housing Management Service is trialling a more proactive approach to learning reviews, starting by initiating one each time the Council is notified that the Ombudsman is investigating a complaint, rather than waiting to be ordered to undertake one. If this trial proves successful, it can be rolled out more widely across the Council.

Capturing compliments and positive feedback from residents and service users

- 1.7 The complaints data outlined in this report provides extensive information about residents' and customers' dissatisfaction with services and the Council's efforts to resolve this dissatisfaction. Section 4.58 of this report provides data about and some examples of compliments received. This is another, more positive side of the story, where residents and customers take the trouble to proactively praise and express gratitude for what the Council does, outside of the standard consultation and feedback processes. Efforts have been made to encourage all service areas within the Council to ensure that ad hoc compliments are recorded on the relevant database. There has been a slight increase in the number of recorded compliments in 2024/25 compared to the previous year. Changes will be made to the online forms through which residents interact with the Council to make it easier for them to log a compliment through this channel from 2025/26 onwards.

2 Recommendation(s)

- 2.1 Cabinet is asked to note Brent's performance in managing and resolving complaints.
- 2.2 Cabinet is asked to note and review Brent's self-assessment against the Housing Ombudsman's Complaint handling Code in Appendix D.
- 2.3 Cabinet is asked to approve to progress this report to the relevant Scrutiny committee.

3 Cabinet Member Foreword

- 3.1 Complaints provide important learning points for the Council and allow us to inform the Council's priorities and improve on service delivery. Complaints are wide ranging and dealt with across the Council, from assisting our looked after children to acting on environmental and social care concerns, right through to improving our Housing Needs service. Alongside adhering to a number of strategies, dealing with complaints touches upon all the priorities within the Borough Plan as detailed below:
- *The Best Start in Life* - Being able to deal with concerns at crucial stages of people's lives allows them to get the best start in life. Assisting our looked after children and children with special educational needs with issues that they may have, and providing advocacy to bring these issues forward to the Council will help to ensure that they are provided with the necessary support in life.

- *Thriving Communities* - Providing our residents with a route to complain and provide feedback not only encourages resident engagement but allows us to make improvements and inform change. By addressing their concerns and developing solutions that will benefit them, communities are given the opportunity to thrive.
 - *A Cleaner, Greener Future* - The Council receives a number of complaints regarding environmental issues, which are reviewed and help us target specific areas of improvement. This also allows the Council to evaluate services to ensure they meet our aspirations for a cleaner, greener future.
 - *Healthier Brent* – Complaints regarding leisure services and our parks allow the Council to resolve challenges and develop more initiatives to improve the health and wellbeing of our residents and those that visit Brent. During our complaints process we also signpost to relevant services that can assist our complainants, such as Mental Health services, where appropriate.
 - *Prosperity and Stability in Brent* – Analysis of complaints received about the Housing Needs and Property and Assets Service, for example, helps to shape the tools and initiatives to support and empower residents, and contributes to long term stability.
- 3.2 Points of note for the period 1 April 2024 to 31 March 2025 include housing-related complaints constituting almost half of all Stage 1 cases, an improvement in the timeliness of complaint responses across all stages, and an increase in the number of compensation cases, which the Council plans to enhance its monitoring of to reduce unnecessary escalations.
- 3.3 As ever, the Annual Complaints Report acts as a crucial document for the Council to reflect on its duties to Brent's residents, identifying particular points of strain and where service areas may require further attention or resource.
- 4.0 Background**
- 4.1 The Council has three different processes for managing complaints:
- a two stage corporate complaints process;
 - a two part adult statutory complaints process; and
 - a three stage children's statutory complaints process.
- 4.2 The complaints data and information provided in this report is based on information recorded on the Council's Resident Feedback and Complaints (RFC) system.
- 4.3 Brent Council has a clear, corporate commitment to a positive customer experience. The Council is committed to its Customer Access Strategy which sets out what Brent residents should expect from staff, including service standards in relation to complaints. The aim is for the organisation to be sensitive to customer needs, prioritise communication and provide clear, accurate and current information.
- 4.4 In this context, the Council prioritises customer complaints to ensure that these are dealt with appropriately and efficiently. The central Complaints Service monitors the numbers of complaints received and the quality and timeliness of responses. The Complaints Service works closely with service areas to ensure that corrective actions are put in place and learning from complaints is built into service

design. There is a strong commitment to improve responses and reduce the number of complaints.

4.5 The key statistical headlines from complaints performance in 2024/25 are as follows:

- Housing repairs, Council Tax and homeless applications are again the top three concerns for customers.
- The number of Brent Stage 1 complaints (corporate and statutory) has increased by 98 complaints (↑ red) compared to last year.
- The number of Brent Stage 2 complaints (corporate and statutory) has increased by 12% (up by 37 cases) (↑ red) compared to last year.
- There were 21 Local Government and Social Care Ombudsman (LGSCO) cases upheld against Brent in 2024/25, which is the same as last year. (- amber).
- The Ombudsman's annual performance report for Brent for 2024/25 noted that 33% of Brent complaints that were upheld by the Ombudsman were found to have already been satisfactorily remedied within the Council's complaints procedure, compared to 12% for similar authorities. (↑ green)
- The total number of cases where compensation was offered or awarded has increased by 34% (up by 121 cases) compared to last year. The total amount of compensation has also increased to £277,814. Compared with the previous year, this is a significant increase of 56%. (↑ red)
- There have been increases in the timeliness of corporate and statutory complaint responses across the board when compared to 2023/24. (↑ green)
- The largest increase in timeliness was 10%, in relation to statutory first stage complaints. This increase was however from a lower base than the timeliness of other areas. (↑ green)

Volume of Complaints received

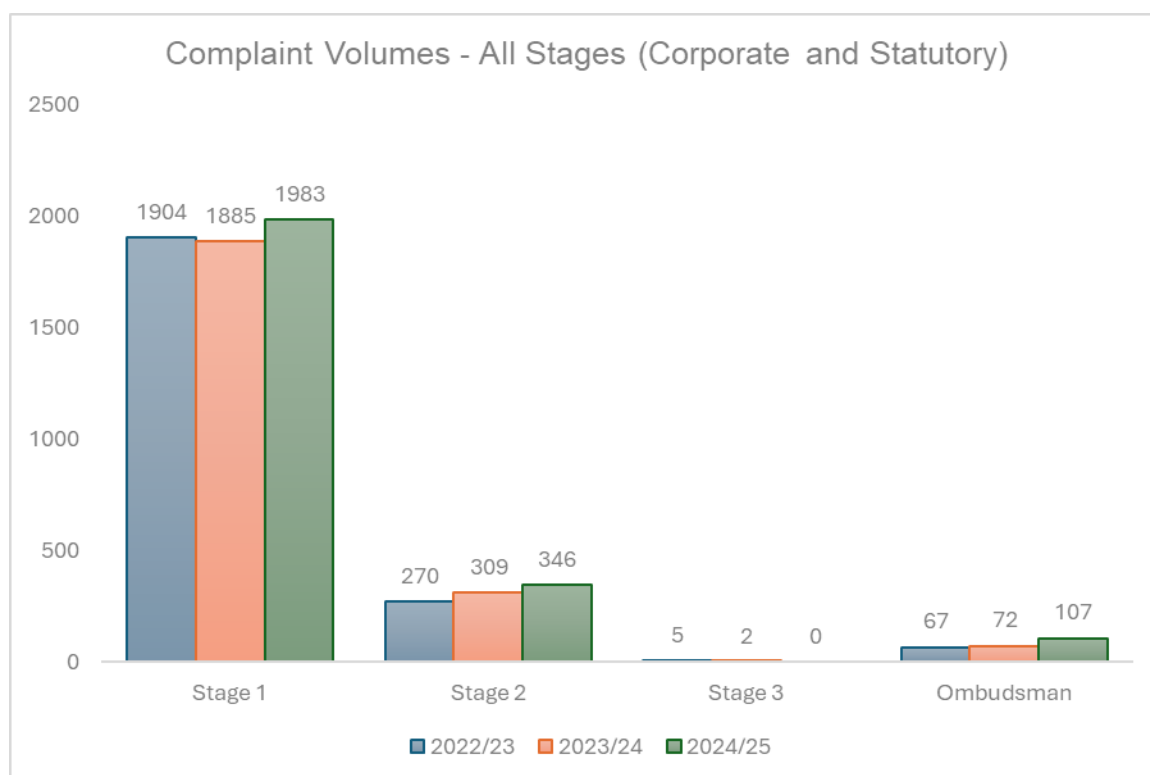
4.6 The chart below shows the volume of corporate and statutory complaints received at Stage 1, Stage 2 and Stage 3 over the past 3 years. The key points to note are:

- In 2024/25 Brent received 1,983 Stage 1 complaints (corporate and statutory). This is an increase of 98 complaints compared to the previous year.
- In 2024/25 Brent received 346 Stage 2 complaints (corporate & statutory). This is an increase of 37 complaints compared with last year.
- There were no Stage 3 Review Panels convened during 2024/25, compared to the two convened in 2023/24. This is partly due to efforts made by the Statutory Complaints Manager to mediate CYP complaints to prevent them escalating to this stage. Quite apart from any compensation awarded, the administrative cost of convening a Stage 3 Review Panel is several thousand pounds, so the fact that there were none in 2024/25 is in several respects a positive outcome for the Council.
- The number of Ombudsman decisions has risen in 2024/25. The number has increased from 72 in 2023/24 to 107 in 2024/25.

4.7 The majority of stage 1 complaints for 2024/25, 49% of the total, related to housing services. Of the 1,983 stage 1 complaints received in 2024/25, 968 related to the

Housing Management Service, Housing Needs Service and PHS. This is an increase from 2023/24 which saw 864 complaints related to housing services.

- 4.8 Stage 2 escalations increased by 37 complaints compared to the previous year. The increase was mainly in the Housing Needs Service with 20 additional escalations to stage 2 when compared to 2023/24.
- 4.9 More Ombudsman enquiries were received in 2024/25 compared to the previous year. The increase was mainly in Housing Ombudsman enquiries received. More detailed information relating to the increase can be found in Appendix D.



Timeliness of Complaints

- 4.10 The table below highlights the percentage of complaints closed on time. There have been increases in the percentage of complaints closed on time across the board. The timeliness of stage 1 corporate complaints closed on time has improved slightly, as has the timeliness of stage 2 corporate and stage 2 statutory complaints. There has been a significant increase in the timeliness of stage 1 statutory complaints, from 77% in 2023/24 to 87% in 2024/25, up by 10%. This is partly the result of some sustained work by the Complaints Service, such as training and targeted support to managers, to support ASC and CYP to improve performance in this area.

Year	Brent - % of Cases Closed on Time			
	Stage 1 - Corporate	Stage 1 - Statutory	Stage 2 - Corporate	Stage 2 - Statutory
2022-23	96%	85%	98%	72%
2023-24	95%	77%	96%	90%

2024-25	96%	87%	98%	91%
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Complaint Outcomes

- 4.11 The percentage of cases upheld or partly upheld for stage 1 corporate and statutory complaints as well as stage two corporate complaints has remained at broadly the same level as 2023/24. There was a 1% decrease in the percentage of stage 1 corporate complaints upheld this year, a 2% increase in the percentage of stage 1 statutory complaints, and a 3% increase in the percentage of stage 2 corporate complaints upheld this year. This suggests a longer-term consistency in decision-making in these three areas of the complaints procedure.

There has been a significant increase of 28% of stage 2 statutory complaints upheld or partly upheld, 84% compared to 56% in 2023/24. This is closer to the level of the previous year, 2022/23, which was 75%.

Year	Brent - % of Cases Upheld or Partly Upheld			
	Stage 1 - Corporate	Stage 1 - Statutory	Stage 2 - Corporate	Stage 2 - Statutory
2022-23	39%	61%	58%	75%
2023-24	47%	65%	60%	56%
2024-25	46%	67%	63%	84%

Complaints not accepted

- 4.12 The Council also records the types of complaints made that were not accepted. In 2024/25, 239 complaints were not accepted at stage 1 of the complaints process. This included 224 corporate complaints, 7 ASC statutory complaints and 8 CYP statutory complaints. Of the complaints not accepted, 98 complaints were withdrawn/not pursued and 141 were rejected. The types of complaints not accepted vary but the top three most common case types were related to homelessness applications, housing repairs and Council Tax. Homelessness applications and housing repairs are two of the top concerns raised by residents. The high number of complaints received regarding these issues is reflected in the number of cases not accepted. It is also relevant to note that homeless applications and some Council Tax complaints have their own appeal procedures so another reason why some of these complaints were rejected is because they were more appropriately dealt with through these alternative routes.
- 4.13 The most common reason recorded for complaints being rejected or withdrawn/not pursued was that the complaint had already been investigated or was a duplicate request. This applied to 94 stage 1 complaints. Other reasons for stage 1 complaints not being accepted were: the complaint was about a non-Council related service; that the customer has the right of appeal under a different process; the complaint was out of time; the complaint was about a Legal or HR issue; the complainant not having permission to act on behalf of the service user.

Compensation

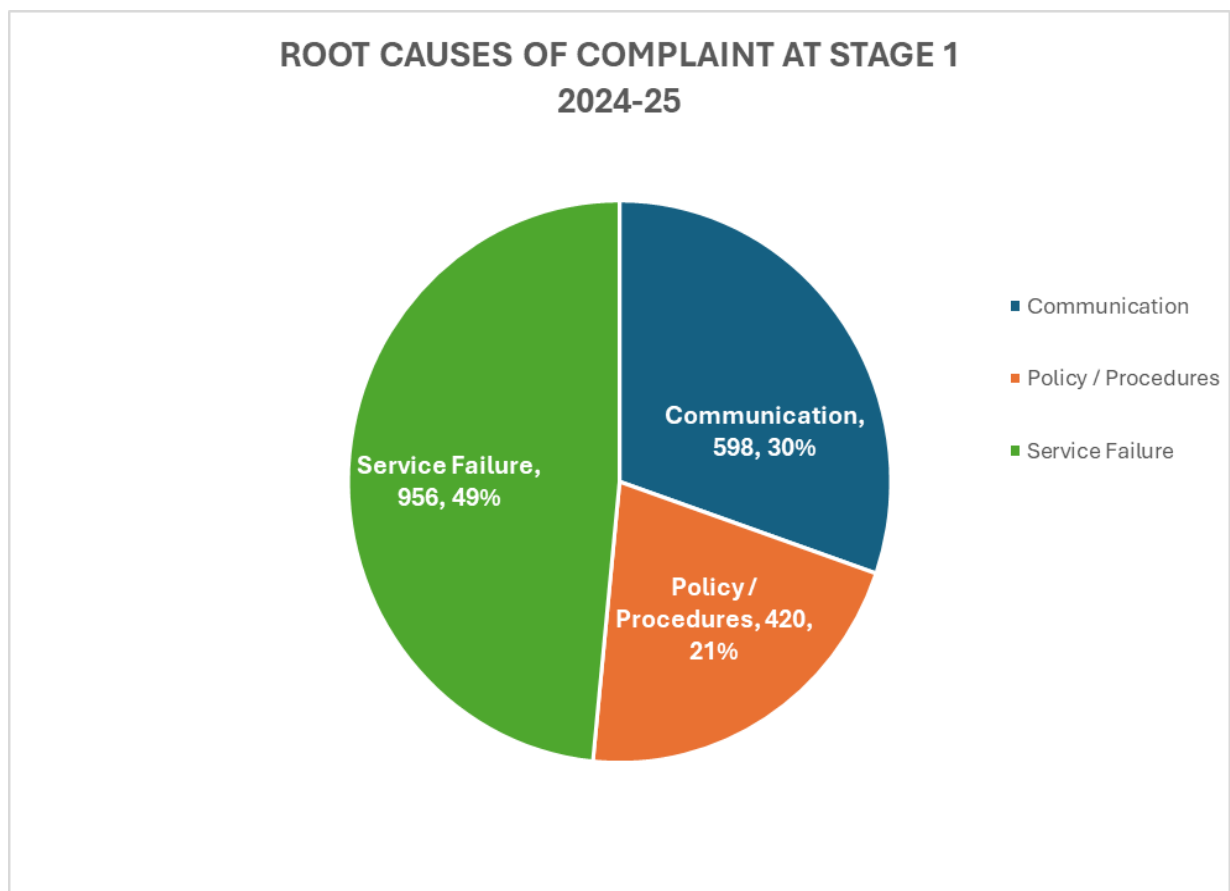
- 4.14 The table below shows the total amount of compensation paid in Brent at all stages of the corporate and statutory process, including Ombudsmen cases. Compensation can be offered at any stage of the complaints process. The total number of cases where compensation was awarded or offered has increased by 34% (an increase of 121 cases) compared to last year and the amount of compensation awarded for each case on average has increased by £82, which is a 16% increase.

Year	All Brent		
	Cases	Total Comp.	Avg / Case
2022-23	263	£165,827	£631
2023-24	353	£177,754	£504
2024-25	474	£277,814	£586

- 4.15 Compensation can be awarded for time and trouble, distress, as a goodwill gesture, or in the form of a refund, reimbursement, or the offset/waiving of arrears. The majority of compensation in 2024/25 was offered at stage 2 of the Council's complaints process with £164,302 being offered at this stage. At stage 1, £83,812 was offered, and £31,350 was awarded across the Council at the Ombudsman stage. Just under £70,000 of the compensation awarded involved credits to debts the complainants owed to the Council (e.g. Council Tax arrears, rent arrears, social care charges) rather than a direct payment. The highest amounts of compensation paid out in individual cases were both for Housing Needs complaints. One of the cases involved an award of £12,800. The second involved clearing just over £12,000 of emergency accommodation rent arrears.
- 4.16 Overall, the Housing directorate accounted for 81% of all the compensation awarded (£225,515). This was averaged at £500 per case and was disbursed in 451 cases. The most significant increase in compensation paid, which has had an impact upon the overall amount of compensation paid by the Council, was for the Housing Needs Service. The Housing Needs Service paid a total of £36,645 compensation at all stages of the complaints procedure in 2023/24. This increased by a factor of 2.7 to £99,498 in 2024/25. Six cases alone accounted for £54,000 of the compensation paid by the Housing Needs Service. The underlying reason for this is the ongoing housing crisis, with some families unavoidably staying for too long in unsuitable accommodation. This is therefore not primarily indicative of a failing on the part of the Council but rather a London-wide shortage of suitable and affordable accommodation. Nevertheless, for 2025/26 the Complaints Service will work closely with the Housing Needs Service to identify cases where more careful monitoring of actions promised at the first stage of the complaints procedure is needed, to ensure that they are promptly implemented, which may prevent some unnecessary escalation and therefore unnecessary compensation payments at the second stage.

Root Causes of Complaints

- 4.17 Root causes of complaints are categorised by the Council under the following types: Service failure; communication; policy/procedures. As shown in the pie chart below, 49% of complaints closed at stage 1 were categorised under service failure in 2024/25. Issues with communication constituted 30% of complaints whilst dissatisfaction with policy/procedure comprised 21% of all complaints closed.



- 4.18 Housing repairs, including surveyor inspections, Council Tax, and homelessness applications were the central issues that made up residents' concerns. The Housing Management Service carried out nearly 40,000 repairs in 2024/25. This means that there is likely to be a correlation between the large number of repairs carried out and the relatively high number of complaints received.
- 4.19 In 2024/25, a significant number of complaints were received relating to Council Tax. This is largely due to the rising pressures of the cost of living and some residents struggling to keep up with payments. Additionally, the Council received a significant number of complaints relating to homeless applications, especially at the second stage of the complaint procedure, up from 42 in 2023/24 to 58 in 2024/25, a 38% increase. This also stems from the increased cost of living, particularly rental costs, and the wider housing crisis.

Service Improvements implemented

- 4.20 Partly as a result of complaints received by Brent Council, many service improvements have been implemented. These improvements include:

- To prevent neighbour disputes, the Housing Management Service introduced a more robust process for checking that the status of gardens are clarified before new tenants sign their tenancy agreements to ensure that correct information is provided (e.g. whether the garden is for the tenant's sole use, shared with another tenant, communal, etc.).
- The Housing Needs Service reviewed its procedure for issuing licence agreements for emergency accommodation and providing information for working homeless applicants on how to pay rental charges for this type of accommodation to minimise any future uncertainty on what or how to pay.
- Several complaints highlighted the importance of the Housing Needs Service notifying homeless applicants, as soon as possible when appropriate, that after the main homeless duty is accepted they can request a formal review of the suitability of their bed and breakfast/hostel accommodation if they consider it unsuitable for any reason. The Housing Needs Service will of course seek to address and resolve any suitability issues that are raised in the first instance, but the review process is the correct route through which to address any fundamental dissatisfaction relating to suitability of accommodation, although this can create pressures for the reviews team in terms of increased caseloads.
- The Council Tax team reviewed its procedure to ensure that appropriate checks are undertaken to identify cases where there may be legitimate outstanding queries that need to be answered before a summons is issued.
- The Electoral Services team worked with Customer Services, and updated the website, to provide residents with more detailed information when they enquire about postal voting, to ensure they are entirely clear on the process.
- The Registration and Nationality Service further refined its approach to asking parents necessary but potentially sensitive questions when births are registered.
- Customer Service officers have been provided with an updated list of properties managed by Hyde Housing on behalf of the Council to ensure that these Council tenants are correctly advised when they call or email the Council with enquiries.

Local Government & Social Care Ombudsman (LGSCO) Decisions and Learning Points

- 4.21 The Local Government and Social Care Ombudsman (LGSCO) provides an Annual Review report every year which focusses on the Council's performance in relation to complaints that have been referred to it. It also publishes data comparing Brent's complaint performance to that of other London boroughs.
- 4.22 In summary:
- The number of referrals made to the LGSCO for Brent was 154 in 2024/25, an increase of 13 compared to last year. The borough with the highest number of referrals in 2024/25 was Lambeth with 309 referrals, and the lowest was City of London with 7 referrals.
 - The LGSCO decided the same number of detailed investigations into Brent complaints referred to them as last year when 24 detailed investigations were carried out.

- Brent's upheld rate out of the 24 investigations is 88% (21 out of 24), the same as last year. Brent was joint 11th highest with Newham, Lewisham, Bromley, Islington and Kingston Upon Thames out of all London boroughs on this performance indicator. Barking and Dagenham had the highest uphold rate with 95% of cases requiring a detailed investigation, upheld.
- Comparing the number of actual cases upheld by the Ombudsman, Brent were joint 16th lowest with Waltham Forest out of all London Councils. Lambeth had the highest number of cases with 58 upheld.
- To provide a better picture of performance compared to other London boroughs, the LGSCO have provided an adjusted metric to measure uphold rate by calculating the number of upheld cases per 100,00 residents. When reviewing this metric to consider Brent's population, Brent had 6.1% of upheld decisions per 100,000 residents which puts the Council in 9th lowest compared to other Councils. The average for authorities of this type is 9.1% upheld decisions per 100,000 residents. Greenwich had the lowest rate at 3.4 and Haringey had the highest rate at 20.2.
- Of the 24 investigations completed for Brent:
 - three complaints were not upheld;
 - of the remaining 21, fourteen complaints were upheld with further recommendations; and the remaining seven were upheld, but the Council had already implemented its own recommendations which had been accepted by the LGSCO as a suitable remedy, or there were no further recommendations made by the Ombudsman.
- The Ombudsman's annual performance report for Brent for 2024/25 noted, positively, that the 33% of Brent complaints that were upheld by the Ombudsman which were found to have already been satisfactorily remedied within the Council's complaints procedure (the seven out of 21 noted above), compared favourably to 12% for similar authorities.
- Compliance with the Ombudsman's recommendations remains at 100%.

LGSCO Volumes and Outcomes

- 4.23 There were 154 enquiries and complaints referred to the Ombudsman in 2024/25 which is 13 enquiries higher than the 141 enquiries made the previous year. In 2024/25 the LGSCO made decisions on 138 cases which is one less than the previous year. Of the 139 cases decided in 2024/25 only 24 cases required a detailed Ombudsman investigation. This is the same number of cases that required a detailed investigation in 2023/24. 21 of the cases investigated in 2024/25 were upheld and 3 were not upheld. This is again the same as in 2023/24.
- 4.24 LGSCO categories of cases not taken forward for investigation include: 'advice given'; 'referred back for local resolution'; 'incomplete or invalid'; and 'closed after initial enquiries'.

- 4.25 The statistics on LGSCO outcomes below show broad consistency, compared to last year, in the number of complaints which the Ombudsman referred back to the Council to consider within its complaints procedure or which they closed after initial enquiries. The table below shows a 4-year comparison of LGSCO outcomes of Brent Council cases:

Year	LGSCO Outcomes						
	Not upheld	Upheld	Advice given	Referred back for local resolution	Invalid or incomplete	Closed after initial enquiries	Total
2021-22	11	22	8	39	7	31	118
2022-23	7	22	6	25	5	29	94
2023-24	3	21	11	46	11	47	139
2024-25	3	21	13	46	7	48	138

LGSCO Upheld Cases

- 4.26 There were 21 cases upheld against Brent in 2024/25 in the following services:
- Housing – 9
 - Adult Social Care – 4
 - Education and Children Services – 3
 - Healthy Streets and Parking – 2
 - Council Tax – 2
 - Regulatory Services - 1
- 4.27 The Ombudsman was satisfied that the Council had successfully implemented its recommendations to remedy these complaints, achieving a 100% compliance rate.
- 4.28 This is an encouraging outcome and shows that the Council is complying with remedies set by the Ombudsman.
- 4.29 A summary of the 21 cases upheld by the LGSCO for each area is provided below.
- Housing
- 4.30 Complaints concerning the Housing Management Service are referred to the Housing Ombudsman and are not included in the summary in this section.
- 4.31 Nine complaints relating to other housing services were upheld after being submitted to the LGSCO, which is an increase of two complaints compared to last year. Eight of these complaints related to the Housing Needs Service. One related to Private Housing Services (the Ombudsman categorised the PHS complaint under Adult Care Services but we have included it under housing services to reflect the Council's structure).

- 4.32 In four of the upheld Housing Needs Service cases, a remedy had already been provided during the Council's complaints process, therefore the LGSCO made no further recommendations. The five cases where an apology and additional actions and/or compensation were recommended are detailed below.
- 4.33 Case one - The Ombudsman concluded that PHS caused a complainant avoidable confusion and frustration because it did not include widening of his lounge and kitchen thresholds in his Disabled Facilities Grant (DFG) specification, despite these works having been agreed. The Ombudsman recommended an apology for this.
- 4.34 Case two - The Ombudsman concluded in this case that the Council remedied the individual injustice to the complainant caused by delays in progressing his homeless application. However, the Ombudsman further recommended that Housing Needs Service officers should be reminded that the homeless prevention duty is automatically triggered when a homelessness applicant receives a section 21 notice.
- 4.35 Case three - The Ombudsman concluded that poor advice by a Housing Needs Service officer, in telling a family that if they moved to emergency bed and breakfast accommodation they could be sharing facilities indefinitely, resulted in the family declining to go to emergency accommodation and therefore staying much longer in their unsuitable accommodation than they otherwise would have done, until they were eventually rehoused in January 2024. The Ombudsman recommended £3,350 additional compensation and an apology.
- 4.36 Case four - The Ombudsman concluded that the Council had already addressed the issue of the complainant and her family staying too long in unsuitable bed and breakfast accommodation and had paid compensation that accorded with the Ombudsman's guidance. However, the Ombudsman also noted that the complainant had not been told of her right to request a review at every point where this was appropriate. The Ombudsman therefore awarded £200 additional compensation, recommended an apology, and asked the Housing Needs Service to remind officers to ensure that they inform homeless applicants when decisions can be reviewed.
- 4.37 Case five - The Housing Needs Service took longer than it should have done to complete a review of an applicant's Locata banding, although the eventual outcome was that her banding remained the same. The Ombudsman recommended an apology, £250 compensation and a reminder to officers of the importance of completing reviews within a reasonable timescale. At the same time, the Ombudsman accepted that the Housing Needs Service had recruited staff in order to improve its review response times.

Adult Social Care

- 4.38 The Ombudsman upheld four ASC complaints. In one upheld ASC case, the Ombudsman concluded that a reasonable remedy had already been provided by the Council, therefore the LGSCO made no further recommendations.
- 4.39 In the second upheld ASC complaint, a mother complained about various issues regarding her son's supported living placement. The Ombudsman found some fault

and recommended the following actions: apologies to both mother and son; £100 time and trouble compensation to the mother; completion of a financial mental capacity assessment and best interest decision for the son; a reminder to relevant officers of their duties in safeguarding adults; a reminder to relevant officers of the importance of effective complaint handling.

- 4.40 In the third upheld ASC complaint, the Ombudsman recommended additional compensation of £4,000 for injustice arising from the delays in setting up an increased personal budget for a young adult with significant care and support needs, and for failing to respond properly to the first stage complaint. The Ombudsman also decided in this instance that the compensation should not be offset against debt owed to the Council.
- 4.41 The fourth upheld ASC complaint related to issues with a care and support package. The Ombudsman recommended an apology to the complainant's family for the distress and uncertainty caused by the failure to share the outcome of the review of the complainant's care package and removing funds from his direct payment account without warning. The Ombudsman also recommended a reminder to all relevant officers about the importance of promptly sharing details of care package reviews with service users, their carers and their family, and ensuring that at least one week's notice is given prior to recouping funds from a direct payment account.

Education and Children Services

- 4.42 The Ombudsman upheld three CYP complaints. In the first, the Ombudsman accepted that the Council had offered a reasonable financial remedy for delay in securing a suitable college place for the parent of a young person with special educational needs. However, the Ombudsman recommended that the Council should apologise and pay an additional £300 to the parent for the lack of updates about consultations and progress in securing her son's college place.
- 4.43 The second upheld CYP complaint related to failure to provide interim education to a young person with special educational needs when they were out of school and poor handling of a request for school transport. The Ombudsman concluded that the Council had already made an appropriate compensation award but recommended a further apology for failing to send a decision letter regarding the school transport application and failing to make further enquiries to better inform this decision.
- 4.44 The third upheld CYP complaint related to services provided to a former looked after child. The Ombudsman found fault in delays in the administration of the children's statutory complaints procedure. The Ombudsman recommended £200 compensation for the frustration this caused, as well as a reminder to relevant officers of the need to complete the children's statutory complaints procedure within the statutory timescales. One issue the Council faces here is that the children's statutory complaints procedure requires the employment of independent investigators, who can be difficult to recruit.

Healthy Streets and Parking

- 4.45 The Ombudsman upheld two Healthy Streets and Parking complaints. In one of these, a remedy had already been provided by the Council, therefore the LGSCO made no further recommendations. In the other, the LGSCO recommended that the Council refund enforcement agent fees which the service had not yet done.

Council Tax

- 4.46 The Ombudsman upheld two Council Tax complaints. In one of these, a remedy had already been provided by the Council, therefore the LGSCO made no further recommendations. The second upheld complaint related to a credit incorrectly applied to the complainant's Council Tax account which was subsequently reversed, generating an unexpected bill some years later. The Ombudsman recommended an apology, contacting the complainant to make a payment of £120 compensation the Council had already offered, and the development of guidance or procedure for staff: a) to have some sort of requirement for them to check on inputted account numbers for credits and debits; and b) that when a debt is generated because of Council error, that it contacts the taxpayer before sending an unexpected bill.

Regulatory Services

- 4.47 The Ombudsman concluded that the Community Protection team had failed on some occasions to respond to reports of anti-social behaviour (ASB) in line with its ASB policy. The Ombudsman recommended £100 compensation, an apology, and a review of how to meet the timescales outlined in the policy.

LGSCO Compensation

- 4.48 In 2024/25, the LGSCO asked the Council to pay an additional £8,620 in compensation across nine cases. This is £455 less than the previous year, 2023/24, where £9,075 was paid in compensation over thirteen cases. This continued a trend whereby 2023/24 also saw a reduction in the total additional compensation awarded by the LGSCO compared to 2022/23.
- 4.49 As noted above, LGSCO payments over £1,000 in 2024/25 included £3,350 compensation awarded in one of the Housing Needs cases for the amount of time the complainant was in unsuitable accommodation, and an additional £4,000 compensation for injustice arising from the delays in setting up an increased personal budget for a young adult with significant care and support needs.

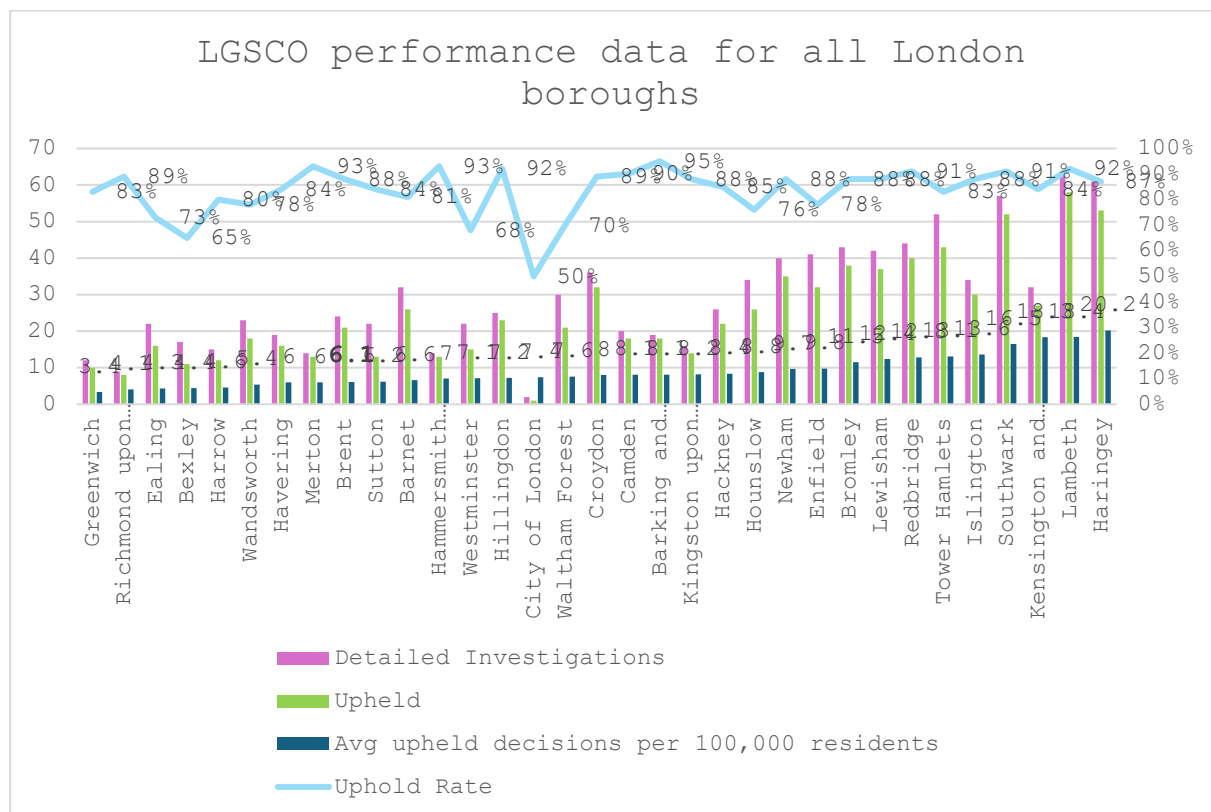
LGSCO performance compared to other London boroughs

- 4.50 Brent came 2nd highest of all London councils for upheld cases where a satisfactory remedy had already been provided before the complaint reached the Ombudsman. Of the 21 cases which were upheld during 2024/25, the Council had already offered a satisfactory resolution to the complaint before it reached the Ombudsman on seven occasions. This equates to 33% of our total upheld cases and is above the London average of 12%. For these seven cases, the Ombudsman confirmed no further action was required and just upheld the complaint because the Council had identified some fault and also upheld the complaint. There were also two cases where fault was found but only a further apology was required.

4.51 In comparison with all 32 London boroughs in 2024/25, Brent fares mid table on most of the criteria measured:

- 2nd highest at providing a satisfactory remedy before the complaint reached the Ombudsman, in 33% of cases (↑ green)
- 16th lowest in number of detailed investigations undertaken (- amber)
- 16th lowest in number of LGSCO upheld cases (- amber)
- 16th lowest in number of referrals to the LGSCO (- amber)
- Joint 11th highest LGSCO uphold rate (88%) in 2024/25 (↑ red)
- 9th lowest average upheld decisions per 100,000 residents (↓ green)

4.52 The table below shows the Ombudsman uphold rate, number of detailed investigations, cases upheld and uphold rate based on upheld decisions per 100,000 residents in 2024/25 compared with all London boroughs. Of the 24 detailed investigations undertaken by the LGSCO, 21 cases were upheld for Brent. This provides a uphold rate of 88% which is 11th highest out of all London Councils in percentage terms, however 16th lowest in the number of cases actually upheld and 9th lowest when comparing upheld decisions per 100,000 residents.



4.53 A performance comparison of all the LGSCO categories with other London boroughs has been provided in Appendix C.

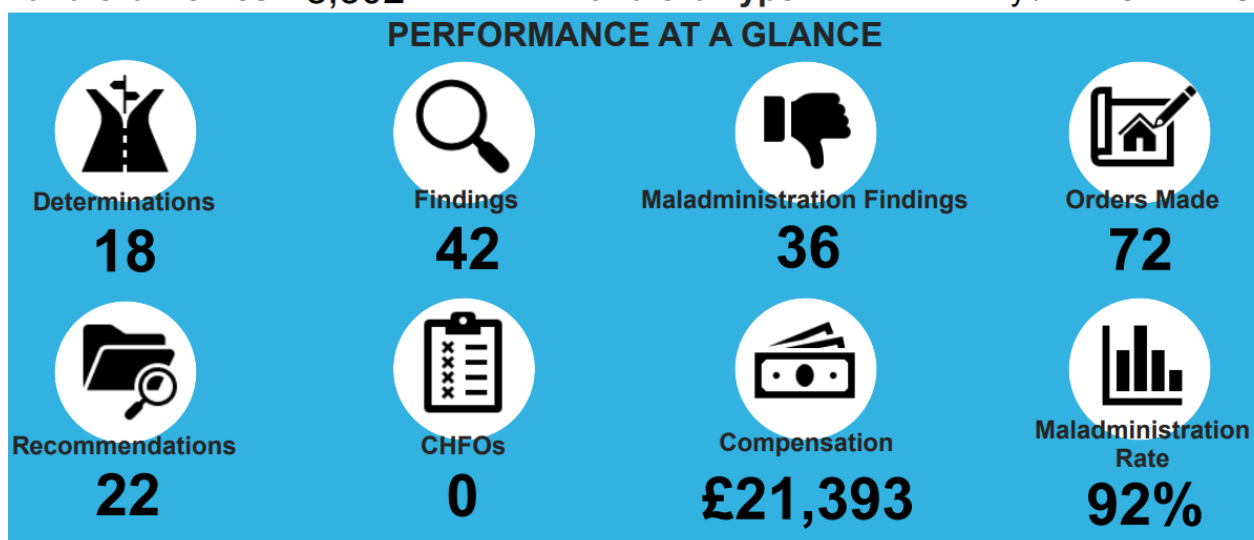
Housing Ombudsman (HO) Decisions and Learning Points

4.54 The Housing Ombudsman has not yet provided its annual report for 2024/25 and therefore we are unable to report on cases that have been referred to it for this financial year. The Housing Ombudsman has however asked that the comments

from their 2023/24 report are included in the Council's annual report for 2024/25. The table below has therefore been extracted from the Housing Ombudsman's 2023/24 report on the Housing Management Service's performance.

Landlord Homes: 8,302

Landlord Type: Local Authority / ALMO or TMO



- 4.55 The Housing Ombudsman decided eighteen Housing Management Service complaints in 2023/24, with forty-two findings and thirty-six maladministration findings arising from these decisions. These resulted in seventy-two orders and twenty-two recommendations. There were no complaint handling failure orders (CHFOs) and no severe maladministration findings issued, both of which are positive outcomes.
- 4.56 A total of £21,393 compensation was recorded as having been ordered by the Housing Ombudsman during 2023/24. Only £13,503 of this was additional compensation awarded by the Housing Ombudsman further to their investigations and decisions. £7,890 of the total compensation included in the total Housing Ombudsman figure of £21,393 had already been offered to complainants within the Council's complaints procedure.
- 4.57 A separate report providing more detailed analysis of Housing Management complaints, including Housing Ombudsman complaints, is included in **Appendix D**.

Compliments

- 4.58 In 2024/25 121 compliments were logged on the system for the Council, an increase of 5 from the previous year where 116 compliments were logged. Customers can send feedback to the Complaints Service or to service areas directly, who then forward it to the Complaints Service for logging. Example of some of the compliments have been provided below:

Housing Management

"Over all XXX was a unique housing officer...she was very good listener...she was not argumentative and judgmental."

Libraries

"I have noticed that the number of electronically equipped tables has increased significantly. As a dedicated library member, I would like to express my gratitude to all the staff and management for their efforts in providing a comfortable and well-equipped environment for those who love studying and conducting research."

CYP - SEND

"I hope you are well. Happy new year."

"I just wanted to say how grateful I am for your help a year ago - with [my daughter] and her EHCP - the support/conversations re planning and schools. [My daughter] is 1 term in and loving her time at [her new school] - having met wonderful friends and thriving in lessons and classes. Thank you sincerely and so far, I could not have wished for a better school, more support or kinder teachers for [my daughter]."

Complaints Service

"I am writing to inform you that I received the stage 2 complaint outcome today. I would like to take a moment to express my sincere gratitude for the support you have provided. Your assistance has been invaluable to me during this time."

ASC - Commissioning Contracting & Market Management

"XXX visited dad and I at dad's care home on Wednesday and was absolutely wonderful and so supportive. I wanted to write and tell you about the absolutely positive experience that we had with XXX. She is very talented and very good at her job."

5.0 Stakeholder and ward member consultation and engagement

- 5.1 This report is due to be considered at Cabinet and the relevant scrutiny committee.

6.0 Financial Considerations

- 6.1 The details provided on compensation payments in sections 4.14 – 4.16 and throughout this report, reflect the monetary impact of not getting things right the first time as an organisation, and the need to improve the customer experience, thus minimising the financial penalties incurred by the Council.
- 6.2 The total number of cases where compensation was awarded has increased by 34% when compared to 2023/24. The amount of compensation awarded for each case on average has increased by £82.
- 6.3 The total compensation awarded/offered and paid in 2024/25 was £277,814 (474 cases), which is a 56% increase to the previous year. This was primarily driven by Housing Needs Service complaints, especially at the second stage of the complaint procedure. The costs implications and budgetary impacts to the Council are being continuously monitored. At the same time, payment of the appropriate level of compensation is necessary not only to remedy individual injustice but also to protect

the Council from reputational risk, specifically an increase in adverse Ombudsman decisions.

7.0 Legal Considerations

- 7.1 Complaints concerning Adult Social Care and Children's Social Care fall under separate statutory complaint procedures. It is a legal requirement to produce annual reports for these areas and these are included in appendices A and B with reference to the statutory frameworks for the management of these statutory complaints.
- 7.2 The LGSCO is the final stage in the complaints process, where an individual has complained to the council and remains dissatisfied with the outcome. The LGSCO can investigate allegations of maladministration in connection with the exercise of a local authorities' administrative function, allegations regarding a failure in a service which it is the local authorities function to provide, an allegation or an apparent failure to provide such a service pursuant to the Local Government Act 1974 as amended.
- 7.3 The Housing Ombudsman's Complaint Handling Code became statutory on 1 April 2024, meaning that the Council is obliged by law to follow the requirements set out in the Code. The Social Housing (Regulation) Act 2023 places a duty on the Housing Ombudsman to monitor compliance with the statutory Complaint Handling Code. The Council's procedures and policies have been updated to take account of these changes.

8.0 Equity, Diversity & Inclusion (EDI) Considerations

- 8.1 Under Section 149 of the Equality Act 2010, the Council has a duty when exercising their functions to have 'due regard' to the need:
- (a) to eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited under the Act;
 - (b) advance equality of opportunity; and
 - (c) foster good relations between those who share a "protected characteristic" and those who do not.
- 8.2 This is the Public Sector Equality Duty (PSED). The 'protected characteristics' are: age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, sex, and sexual orientation.
- 8.3 Although there have been no equality implications identified as a result of this report, the Council is improving data that is collected on the complaints system so that data analysis can be used to identify issues that may disproportionately affect different equality groups.

9.0 Climate Change and Environmental Considerations

- 9.1 Not applicable

10.0 Human Resources/Property Considerations (if appropriate)

10.1 Not applicable

11.0 Communication Considerations

11.1 Not applicable

Report sign off:

Minesh Patel

Corporate Director Finance and Resources

Complaints Annual Report 2024 – 2025

Appendix A – Adult Social Care Statutory Complaints

1. Summary

- 1.1 This report provides an overview of statutory complaints made about Brent Adult Social Care (ASC) services from 1 April 2024 to 31 March 2025, as required under The Local Authority Social Services and National Health Service Complaints (England) Regulations 2009, the Health and Social Care Community Health & Standards Act 2003 and the Local Authority Social Services Complaints (England) Regulations 2006.

2. Statutory Complaints Process

- 2.1 The Department of Health defines an adult social care complaint as, *“an expression of dissatisfaction or disquiet about the actions, decisions or apparent failings of a Council’s adult social care provision which requires a response”*.
- 2.2 Anyone who has received a service, is currently receiving a service or is seeking a service from the Council can make a complaint. This includes anyone affected by decisions the Council makes about social care, including a service provided by an external provider acting on behalf of the Council. In such a case, they can complain directly to the provider or to the Council. External providers are required to have their own complaints procedures and must comply with them. They are also required to share information on complaints and outcomes with the Council.
- 2.3 Legislation states that there is only one stage in the statutory process, however the Council has interpreted this as a provisional response (stage 1) and a final decision (stage 2) so that it is in line with the corporate procedure. All complaints made to the Council are logged and acknowledged on our internal complaints database. The Council will try to resolve the provisional complaint as soon as possible, and within 25 working days of receipt. If delays are anticipated, the complainant is consulted and informed appropriately. All responses, regardless of whether a timescale has been agreed with the complainant or not, must be completed within six months of receiving the complaint.
- 2.4 The Head of Service should sign all provisional complaint responses and if complainants are still unhappy, they will be given the opportunity to have their complaint reviewed by the Director, Adult Social Care or the Corporate Director, Community, Health and Wellbeing. In some cases, complaints may need to be passed to the Safeguarding leads as appropriate and the complaints process suspended in order to allow the safeguarding process to be completed. In cases where the complaint relates to several organisations, a single organisation will act as the lead and co-ordinate a joint response to the complainant. The final complaint response must advise the complainant of their right to approach the Local Government & Social Care Ombudsman (LGSCO) should they remain dissatisfied.

3. Headlines

3.1 The main performance headlines from ASC statutory complaints are as follows:

- 114 complaints were received at the initial stage of the complaints process in 2024/25, a reduction of 14% from 2023/24.
- The volume for service areas for first stage complaints are as follows – Access, Information and Long Term Support (50%), Learning Disability and Mental Health (20%), Commissioning, Contracting and Market Management (10.5%), Intermediate Care and Principal Occupational Therapist (17.5%) and Safeguarding and Principal Social Worker (2%).
- 78% of provisional responses were upheld or partly upheld.
- 74% of stage 2 cases were upheld or partially upheld.
- 92% of stage 1 complaints were responded to on time which is a significant improvement on the 79% performance last year.
- There was a significant increase in the amount of compensation paid between 2023/24 and 2024/25 (further details in section 9 of this report)

4. ASC Service Users

4.1 In order to provide some context in relation to complaints submitted, in 2024/25 ASC recorded a total of 11,526 contacts, 3,680 via Brent Customer Services, 3,690 via ASC supported Hospital Discharge Team. ASC carried out 12,133 assessments as well as 7,036 reviews. Currently 1,751 people are receiving homecare and 499 people are receiving support in supported living or extra care sheltered housing, and 265 people are receiving Extra Care. At the end of March 2025, ASC was providing funded support to 4,478 people.

5. Complaints Received

- 5.1 In 2024/2025, ASC received 114 stage 1 statutory complaints compared to 131 in 2023/2024 which is a 14% decrease. In recent years, the overall number of stage 1 complaints received continually increased.
- 5.2 When complaints are received, they are directed to the Complaints Service for triaging. The Team will receive complaints by email, online through the web form or My Account, telephone and by letter. Brent Customer Services will also refer complainants to the Complaints Service. The ASC complaint legislation is explicit that the Council must receive complaints by any means. The ASC complaints process should be easy for all to access, and therefore the Team have provided a telephone number on the website especially for ASC clients. Staff within the Complaints Service will assist complainants as necessary, and if required will assist them in obtaining an advocate.
- 5.3 Statutory complaints received in this period are largely related to a service users' care needs assessment or the provision of social care needs through either homecare services or residential care. Anyone can approach the Council and is entitled to receive a care needs assessment. The main areas where ASC received complaints were Access, Information and Long-Term Support, Commissioning Contracting and Market Management and Learning Disability and Mental Health.

Details of the services they provide and the figures relating to complaints across these areas are as follows:

- ***Access, Information and Long Term Support:***

- 5.4 In 2024/2025, the service received 50% of all statutory complaints made to ASC at stage 1 (62 of 114). This is a significant increase on the previous year where 35% of cases received in 2023/2024 were for Access, Information and Long Term Support. This team deals with more complex support cases and have to manage service users' and families' expectations about the packages of care to which they are entitled. The complaints that are received by the team relate to disagreements with the decisions around care packages / assessments, delays in receiving an assessment and complaints concerning communication from social workers. The service users and their families will often have a higher expectation of the services they should receive than the Council can provide. The Council has to consider value for money, as well as the needs of the service user when providing services. These are complex and often sensitive matters and can lead to understandable disputes between the parties involved. This Team serves as the front-door to services within ASC and take on a larger number of cases compared to other services. There has been a concerted effort to improve complaint handling throughout the service and develop a more robust working relationship with the Complaints Service to help reduce the number of complaints, an example being fortnightly case conferences and complaints training.

- ***Commissioning Contracting and Market Management:***

- 5.5 In 2024/2025, complaints relating to these services accounted for 10.5% of all complaints received by ASC which is a significant decrease from 21% in the previous year. Overall, 14 complaints were received for this service area in 2024/2025 at stage 1 and stage 2 compared to 31 received in the previous year.

- ***Intermediate Care and Principal Occupational Therapist:***

- 5.6 Of the 114 cases received at Stage 1 for ASC, this service received 20 complaints (17.5% of all complaints received by ASC at stage 1). At stage 2, five complaints were received from this service.

- ***Learning Disability and Mental Health:***

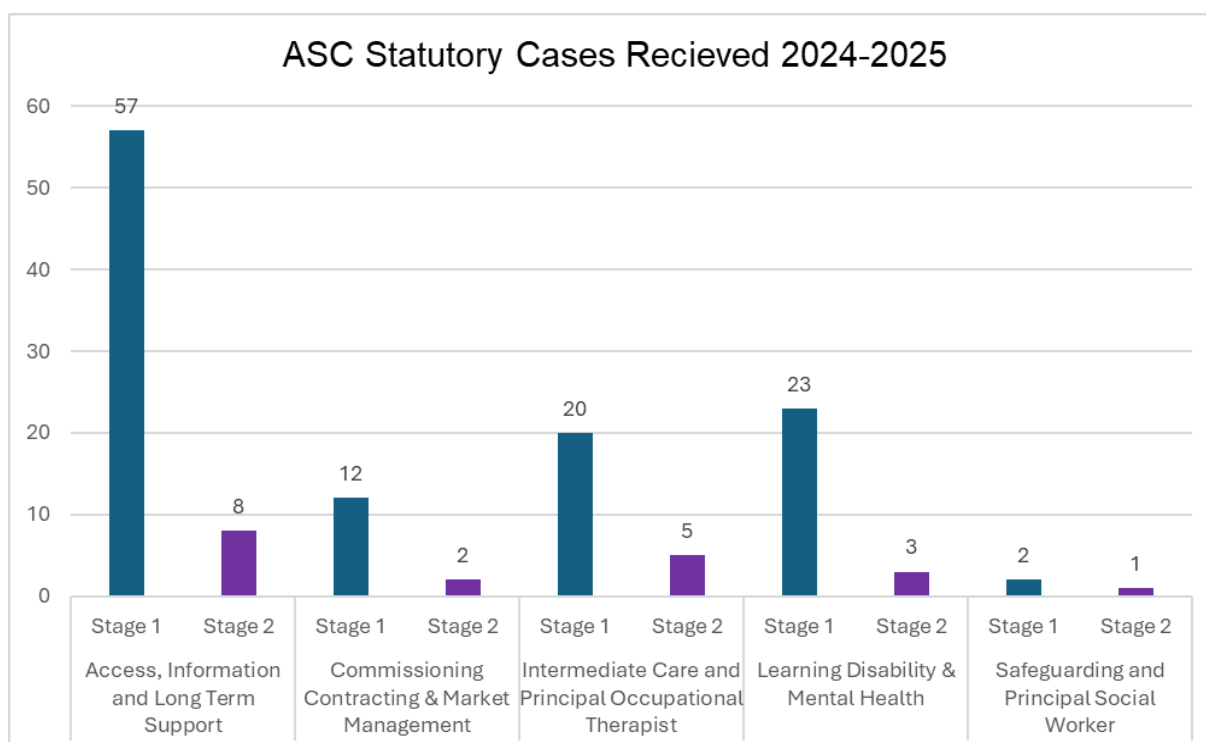
- 5.7 This service accounted for 20% of all complaints received by ASC at stage 1 in 2023/2024, a marginal decrease of 3% from the previous year. This service is smaller in comparison to others in ASC however this service deal with cases of a complex nature.

- ***Safeguarding and Principal Social Worker:***

- 5.8 This service rarely receives complaints because issues of safeguarding are usually reviewed within the service areas in which customers are provided support. The one

case received related to a Doctor from a GP practice who made a safeguarding referral regarding one of their patients. The Safeguarding Team closed their enquiries however the complainant was not happy about this so requested a complaint investigation.

- 5.9 The chart below shows the number of ASC statutory complaints received in 2024/2025. Of the 114 statutory complaints received at stage one, 19 were escalated to the final review stage, which is more than last year. In 2023/2024, 11 complaints were escalated and in 2022/2023 12 were escalated to the final review stage. This year saw a significant increase in escalations.

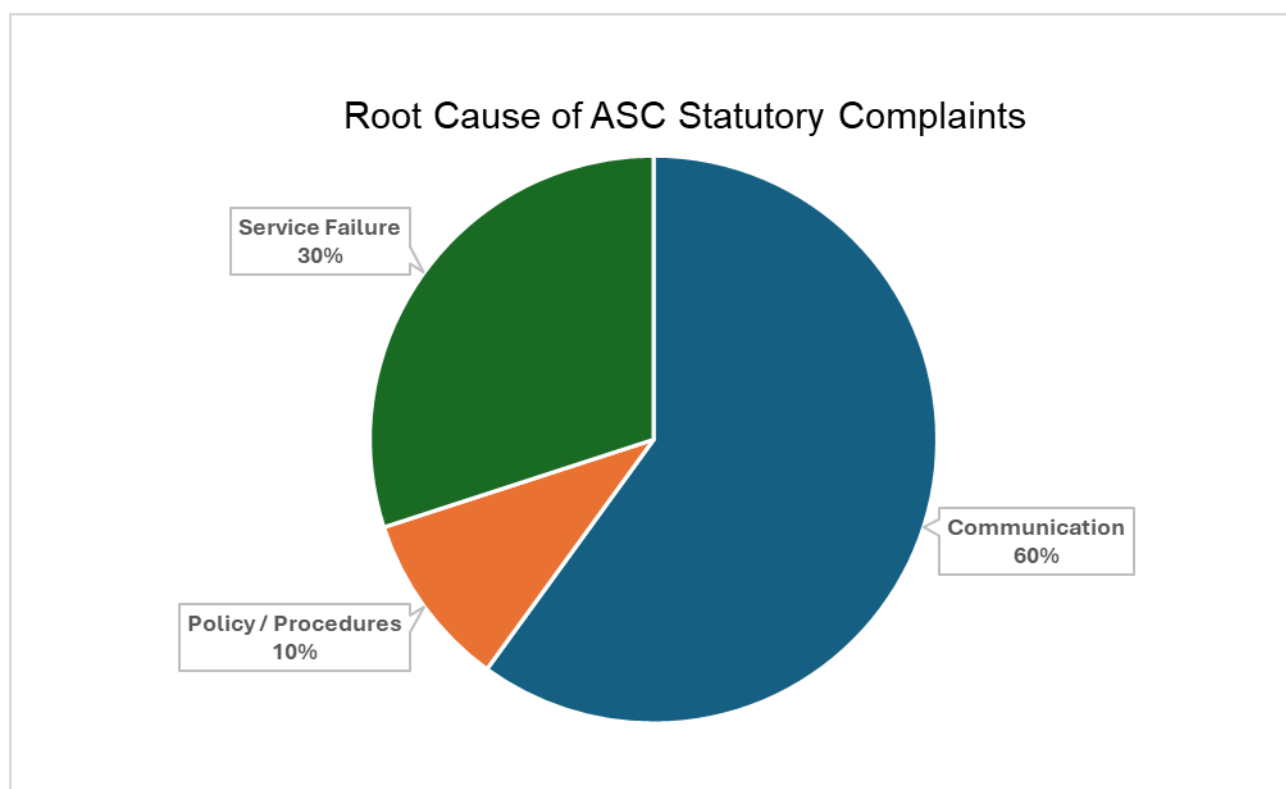


- 5.10 In 2024/2025, the escalation rate for statutory complaints is 17% compared to 8% in 2023/2024 and 11% in 2022/23. This is partly due to the increased demand on services and more education around complaints investigations needed. ASC actively tries to resolve concerns, however, despite this, some of the more complex cases are escalated. Access, Information and Long-Term Support received 8 cases and Intermediate Care and Principle Occupational Therapist services received 5 cases. These services have the highest number of stage 2 escalations. Both services received 3 stage 2 escalations each last year. This issue became apparent mid-way through the year and as a result, the Complaints Service set up fortnightly case conferences to assist with the quality of stage 1 responses.

6. Nature / Reasons for Complaints

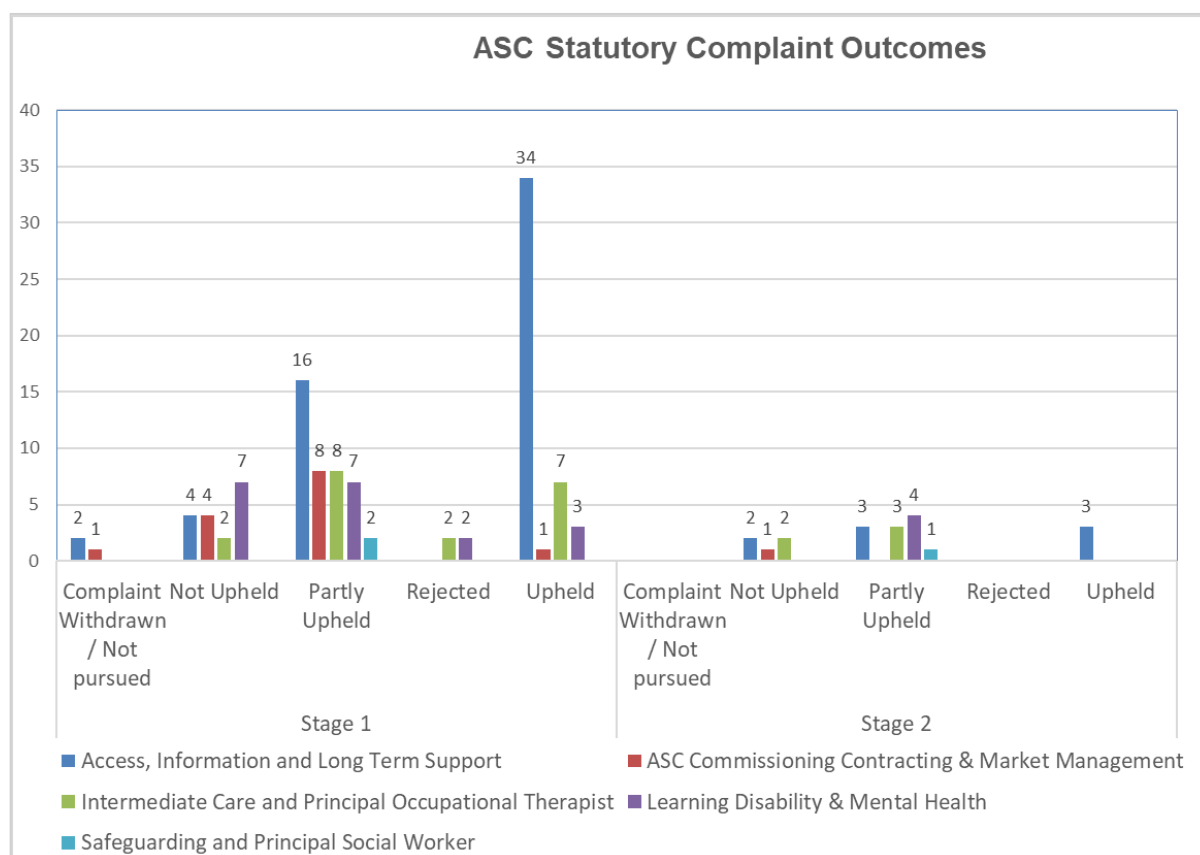
- 6.1 In 2024/2025, communication issues accounted for 60% of all complaints received, demonstrating a slight increase from 2023/2024 when this was the case for 57% of complaints. This rise suggests there are still ongoing challenges with keeping service users informed and updated. Service failure accounted for 30% of complaints, showing a slight decrease from 33% the previous year, indicating some

improvement in services. Complaints related to policy or procedure remains the same as last year at 10% of all complaints received.



7. Complaint Outcomes

7.1 The chart below shows the outcome of statutory complaints at stage 1 and final review stage:



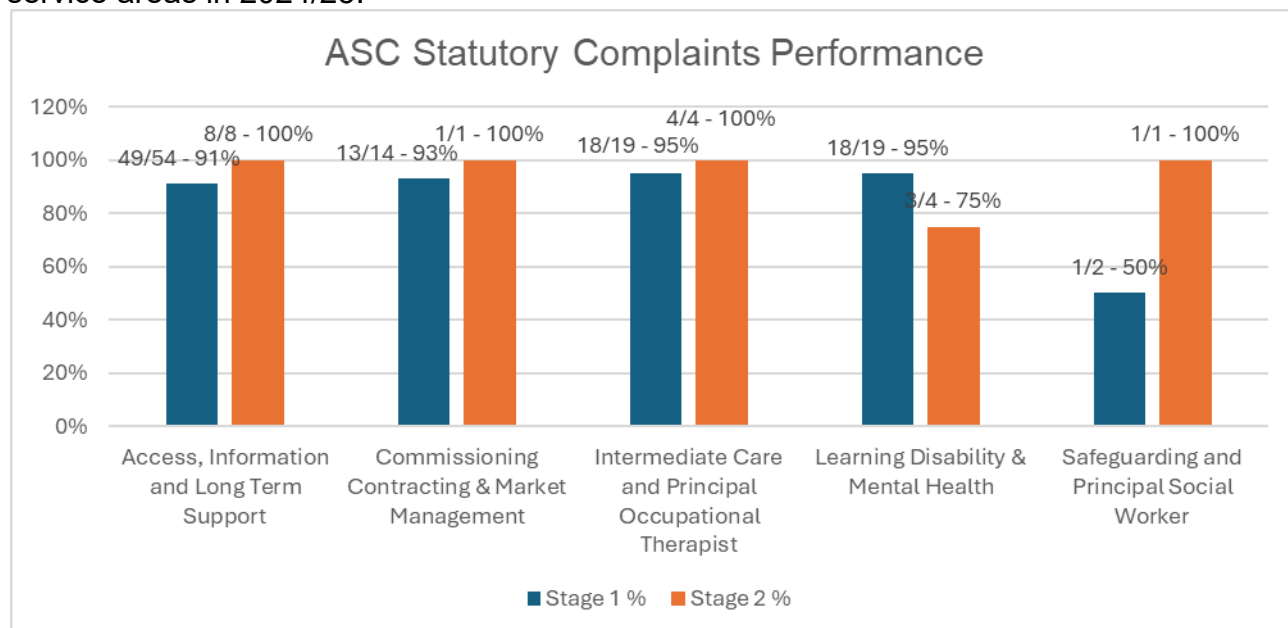
- 7.2 Complaints received at stage 1 show that some fault (upheld or partly upheld) by the Council was found in 78% of cases, showing a significant increase compared to some fault being found in 66% of cases in 2023/2024. The increase in cases upheld shows services are continually willing to accept fault and make service improvements.
- 7.3 Complaints of a complex nature and which involve a number of teams are more typically escalated to stage 2. At stage 2, some fault was found in 74% (14/18 stage 2 complaints received) of cases, this is a significant increase from 2023/2024 where some fault was found in 36% of cases as well as from 2022/23 where 61% of complaints were either upheld or partly upheld. The Complaints Service has worked with colleagues in ASC to identify appropriate service improvements through stage 1 quality assurance. The figures above shows that this has had a significant impact with outcomes (upheld/not upheld) at stage 2 remains the same as stage 1. However, there are some instances where only part of the service improvements have been identified and at stage 2, a wider approach is needed to resolve a complainant's concerns.
- 7.4 The Complaints Service continues to work with ASC to review the accuracy and quality of stage 1 responses, where they have escalated to the final stage, and report the findings to the ASC Management Team in order to implement strategies to reduce the number of escalations.
- 7.5 The Complaints Service are also working to ensure that the different departments within ASC are better coordinated when dealing with complaints about services that crossover the various teams by providing advice and regular complaints training. As a result of the recent changes in leadership across the service area, the Complaints

Service have identified a need to retrain senior members of staff and to advise them on timescales and quality of responses. Since November 2024, the Complaints Service began fortnightly case conferences to assist ASC on how to respond to complex complaints.

- 7.6 Some service improvements identified at the final review stage have been included in point 14 - Learning from Complaints.

8. Timeliness of Responses

- 8.1 The chart below shows complaint response timeliness across the various ASC service areas in 2024/25:



- 8.2 In 2024/2025, ASC responded on average to 92% of all stage 1 complaints within timescales which is a significant improvement on the 79% in the previous year. Stage 2 response times have remained consistent from last year, with one case being overdue as a result of a low staffing period.

9. Compensation

- 9.1 The below table provides a comparison to last year of the compensation paid on ASC cases across all stages of the complaints process.

ASC	2024/25 Amount	2023/24 Amount
Stage 1 / Provisional	£1,715	£100
Stage 2 / Final	£17,052.43	£800
Ombudsman	£4,100	£1,850
Total	£22,867.43	£2,750

- 9.2 At stage two, compensation was awarded on 13 cases. Some of these cases were escalated to stage 2 as a result of the lack of compensation awarded at stage 1 or,

where the need to pay compensation was identified, there was a failure to pay the sum awarded.

- 9.3 The Complaints Service have been working with ASC to encourage offers of compensation where it is warranted and deemed appropriate. As part of this effort, the Complaints Service has offered to deliver training to ASC staff to support them in processing compensation payments.
- 9.4 We continue to advocate for the implementation of a streamlined payment process, in collaboration with the relevant department and the ASC Finance Partner and await further updates on the progress of this development.
- 9.5 Significant payments were made on two cases, one for £5,150 and one for £7,052.43. The Ombudsman awarded a further £4,100 on two cases with one case being awarded an additional £4,000 to the £5,150 that was awarded at stage two.
- 9.6 All compensation awarded by the Council is in accordance with the Local Government and Social Care Ombudsman remedies guidance.

10. Local Government and Social Care Ombudsman Decisions in 2024/2025

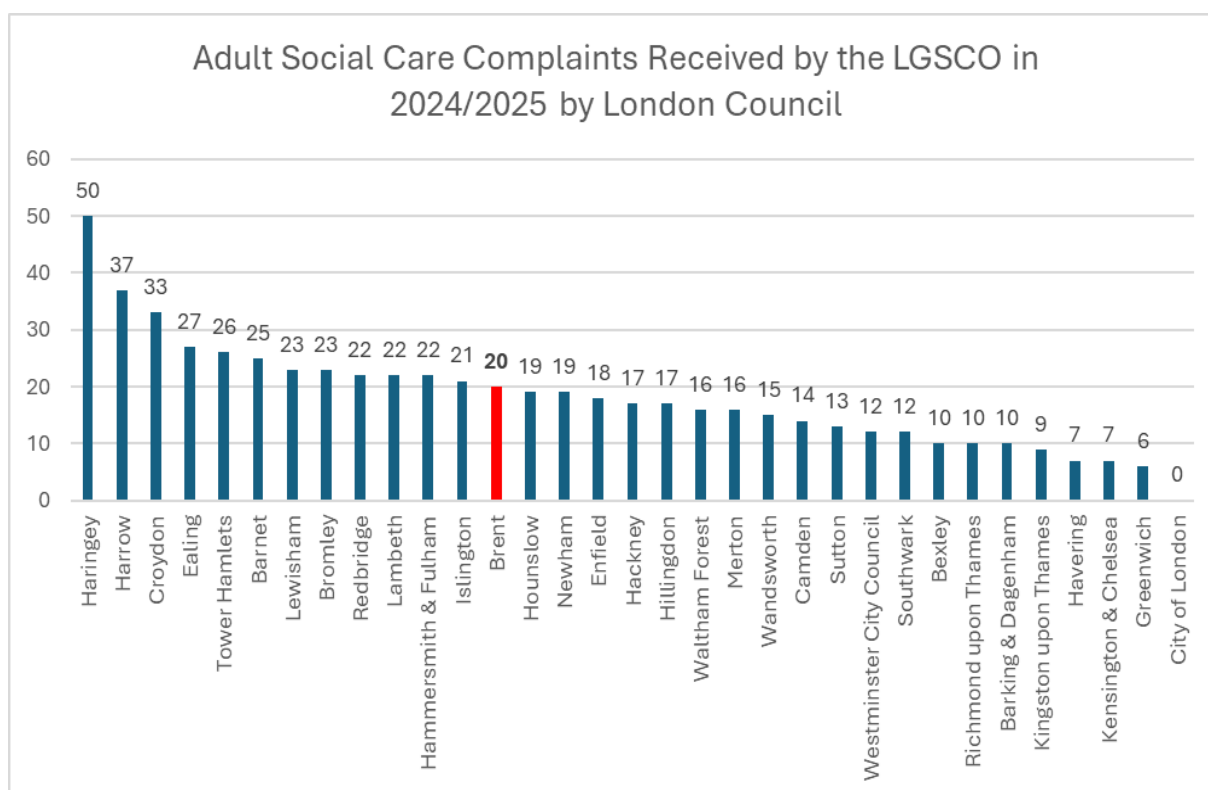
- 10.1 The Local Government and Social Care Ombudsman (LGSCO) provide statistics for cases received and decisions made during a financial year as a complaint that has been received in one period may be decided in the following financial period. In the financial period 2024/2025 the LGSCO received 154 complaints (corporate and statutory) and enquiries across the Council and of those, 20 related to Adult Social Care, which is three less than the previous year. In total, 138 decisions were made by the LGSCO in the 2024/25 financial year for Brent of which 17 decisions related to ASC, which is eight less when compared to the previous year where 25 decisions related to ASC. The LGSCO's decisions included referring four cases back to the Council for local resolution as the Council's complaints process had not been completed. Two cases were closed by the Ombudsman as there was insufficient information or invalid information to proceed, one case was closed as advice had been given and four cases were closed after initial enquiries as there was no worthwhile outcome achievable by investigation. Detailed investigations were carried out in 6 cases. Of those, 5 were upheld (one less than in 2023/24) and 1 was not upheld. Three of the cases upheld were statutory cases and a summary for them has been provided in section 10.3. The other two cases were corporate cases and a summary has been provided in the Annual Complaints cover report.
- 10.2 The uphold rate to the LGSCO for ASC cases is 80%, which is less than the previous year at 86%.
- 10.3 A summary of the complaints upheld by the LGSCO is provided below:
 - In the first upheld complaint, a mother complained about various issues regarding her son's supported living placement. The Ombudsman found some fault and recommended the following actions: apologies to both mother and son; £100 time and trouble compensation to the mother; completion of a financial mental capacity assessment and best interest decision for the son; a reminder to relevant officers of

their duties in in safeguarding adults; a reminder to relevant officers of the importance of effective complaint handling.

- In the second upheld complaint, the Ombudsman recommended additional compensation of £4,000 for injustice arising from the delays in setting up an increased personal budget for a young adult with significant care and support needs, and for failing to respond properly to the first stage complaint. The Ombudsman also decided in this instance that the compensation should not be offset against debt owed to the Council.
- The third upheld complaint related to issues with a care and support package. The Ombudsman recommended an apology to the complainant's family for the distress and uncertainty caused by the failure to share the outcome of the review of the complainant's care package and removing funds from his direct payment account without warning. The Ombudsman also recommended a reminder to all relevant officers about the importance of promptly sharing details of care package reviews with service users, their carers and their family, and ensuring that at least one week's notice is given prior to recouping funds from a direct payment account.

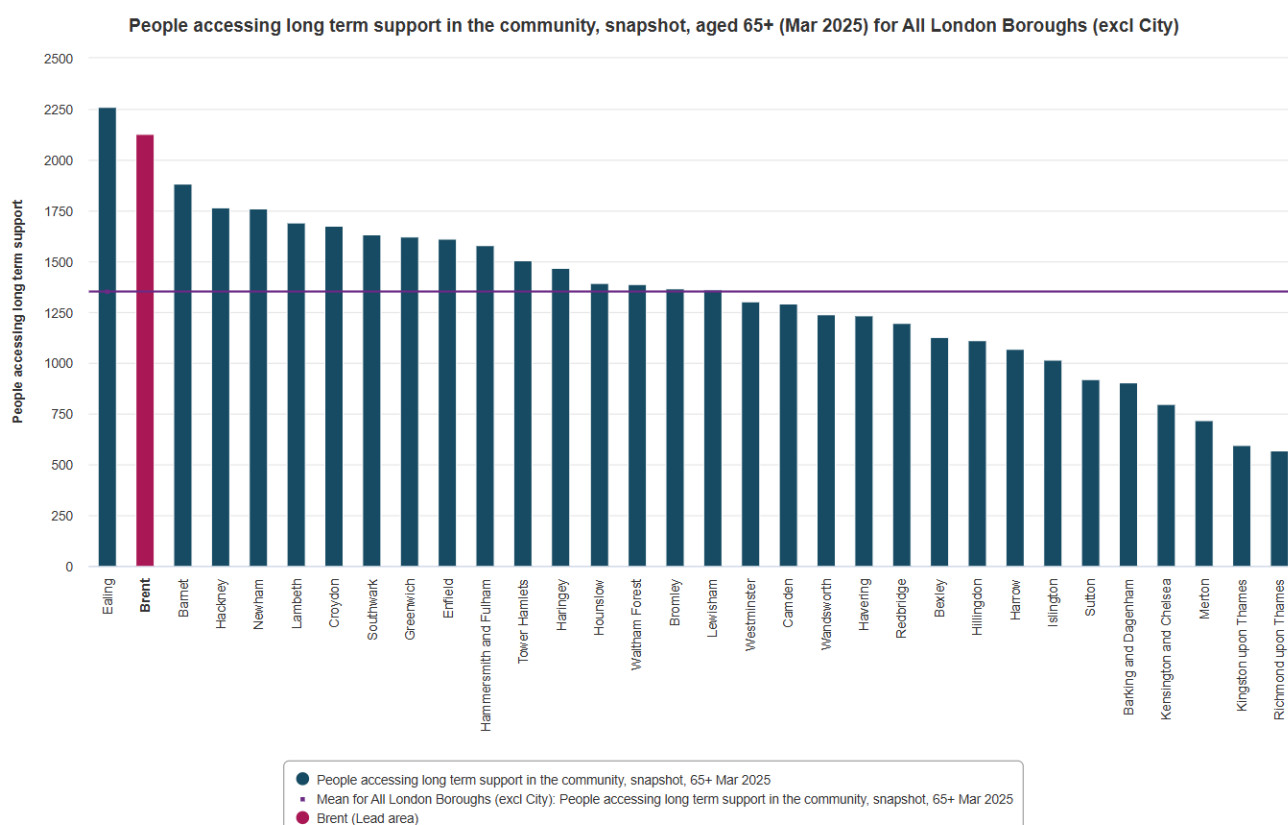
11. Benchmarking Data

- 11.1 Brent Council belongs to the North West London Social Care Complaint Managers Group. Unfortunately, many Councils have not yet completed their Complaints Annual Report or are reluctant to share their data.
- 11.2 The graph below shows data provided by the LGSCO with regards to the number of Adult Social Care complaints/enquiries received for each London borough.



11.3 The graph includes corporate as well as statutory complaints. In terms of complaints/enquiries received by the Ombudsman in relation to ASC, Brent has a high number of complaint/enquiries compared with other Councils. There are twelve London boroughs that had a higher number of complaints received. The complaints received are seven higher than the previous year for Brent, however, generally the number of complaints received regarding ASC across London is increasing, with a total of 491 received last year compared to 598 received this year for all London Councils. The figures provided do not necessarily mean that the complaint/enquiries were warranted but does show that ASC complaints continue to increase.

11.4 The data below from the Local Government Association also shows that Brent is supporting almost the most people aged over 65+ which means more complaints are to be expected. In addition to this, there are Councils supporting fewer people who are seeing more ASC LGSCO complaints than Brent (see bench marking graph in section 11.2 - Haringey for example is supporting less people but has highest amount of complaints escalated to the LGSCO for instance).



Source:
Department of Health and Social Care

12 Customer Feedback and Engagement

- 12.1 The majority of customer contact with the Complaints Service is reactive in that the Team responds to direct contact from customers and their representatives when they report a problem. Through this initial contact, the team, in conjunction with ASC managers, has been able to informally resolve a number of complaints at an early stage of contact, e.g. delayed OT assessments / care assessments, identifying resolutions to invoicing / billing queries that could have progressed to formal complaints.

13 Compliments

- 13.1 Compliments are as valuable as complaints in helping to improve services. When individuals take the time to tell the Council what is working well, it allows us to acknowledge excellent practice and reinforce our strengths.
- 13.2 Many compliments are given verbally through face-to-face conversations or phone calls and are not formally recorded, meaning they are not fully reflected in the annual figures.

13.3 A total of 18 compliments were formally recorded in 2024/25, compared to 27 in 2023/24. This represents a decrease and highlights the importance of recognising good practice as part of our quality assurance approach. Below are examples of compliments that staff in ASC have received:

- **Access Information Safeguarding and Well-Being Services**

“thank you so much for all your help with my father - the family really appreciate it. Thank you for all your efforts, time and assistance to get the appropriate equipment to make dad’s life a bit easier. This will help the team to keep him safer. Thank you for the paperwork too which I hope will help us to move forward so dad can be assessed for financial help etc. Wishing you all the best. Once again a very big thank you”.

- **Personalisation and Customer Reviews**

“[staff member] came to visit my mum, to carry out an assessment on her. My mum was a lot better than a couple of months ago as her mobility and personal capabilities had improved immensely. Therefore, my mum did not need the carers package as before. [staff member] was extremely professional and carried out my mums physical and mental assessment with great care and understanding, taking in to account my mums limited English. [staff member] was empathetic and listened, providing ideas and planned a care package which is the most effective and realistic for my mother. [staff member] assessed my mother in great detail and care, taking her through every obstacle that she may face day to day and how my mother is able to carry these out or not according to her capabilities. My mother felt so much warmth from [staff member] at the end of the meeting, my mother wanted to keep her longer. You are really lucky to have [staff member] working with you, I wish there were more like her, who care and are very passionate about their work”

- **Learning Disability, Mental Health and Autism**

“I am writing to commend your team, especially [staffs’ name) for their stellar support in dealing with the social care issues that we have encountered on Shore ward, and more specifically, for all the support they provided to our team in managing a particularly challenging case we recently had on the ward. They were able to raise concerns as needed and respond to our concerns in a very timely manner. They also attended all the required meetings to discuss the case. This is not something that I have always found during my tenure at PRCMH, which is why I felt the need to highlight it and say a big thank you. [staff member] in particular has shown that she is a valuable member of the senior management team and someone I have found to be professional but quite easy to liaise with. I look forward to continuing to work with them to ensure that patients are well looked after and provided with the care and support to help them stay well and safe in the community”

- **Intermediate Care and Occupational Therapy Service**

“I greatly appreciate your services and thank you and your team for the great job you do. [staff member] has been a great support in understanding my needs in this

difficult time I am going through because of my accident. He has arranged for the right Care Package, who also in turn are very supportive and deal empathically. I am truly very thankful to [staff member] for dealing in most professional manner, compassionately assessing the client's needs and arranging the right care package. He is a good listener who motivates and encourages me to come out of this difficult situation soon. His visits have been nice and peaceful. In short, I feel he is a great asset to your team and I wish him a great success in his career. Wishing your team and [staff member] a great success in your field"

14 Learning from Complaints

14.1 Learning from complaints offers a vital opportunity to improve services based on real-life experiences. Staff and managers responding to complaints are expected to identify any lessons learned, with learning outcome action plans developed for more complex cases.

14.2 Throughout 2024/25, Adult Social Care has continued to analyse a wide range of feedback from service users and carers, including that gathered via the Adult Social Care Outcomes Framework (ASCOF) and locally collected data. Complaints, enquiries, and requests have also informed our learning.

14.3 According to the most recent Adult Social Care Survey (2024/25), 83% of individuals reported feeling extremely, very, or quite satisfied with the care and support they receive. The majority also stated that they enjoy a good quality of life and feel safe.

14.4 Brent Adult Social Care considers feedback from both compliments and complaints to be an integral part of its Quality Assurance process. Depending on the learning identified, ASC uses a variety of approaches to share and embed improvements across the service. These include:

- Developing and issuing updated practice guidance amongst staff and providers.
- Sharing updates during supervision, team meetings, ASC Quarterly meetings, dedicated learning forums and developing action plans to address areas of learning.
- Conducting case file audits to monitor and improve the quality of practice
- Sharing relevant complaint insights with other departments, such as Brent Customer Services

14.5 Where the learning is case-specific, it may not warrant changes to broader policy or procedure, but targeted learning is still addressed through team training, supervision, reflective practice, and development sessions.

14.6 Learning from residents' experiences also highlights areas where policy or service improvement is needed. It ensures senior leaders are aware of residents' concerns, strengthens communication, and supports service development. Brent's Co-production and Community Partnership approach actively engages residents and partners to co-design services that better meet local needs—helping to reduce complaints and improve satisfaction.

14.7 ASC also conducts quarterly reviews of complaints through the Improvement and Assurance Board. These reviews enable the sharing of learning, tracking of actions, and clarification of service standards directly with staff in response to complaint findings.

Complaints Annual Report 2024 – 2025

Appendix B – Children’s Social Care Statutory Complaints

1. Purpose of report

- 1.1 This report provides an overview of statutory complaints made about Brent Council Children’s Social Care Services as required under The Children Act 1989 Representation Procedure (England) Regulations 2006.
- 1.2 This report provides information about all statutory complaints made during the twelve months between 1 April 2024 and 31 March 2025 under the complaints and representations procedures.

2. Statutory Complaints Process

- 2.1 The purpose of the Children’s Act 1989 and Representation Procedure (England) Regulations 2006 is to ensure local authorities have a formal complaint handling procedure in place for children and young people who wish to make a representation or complaint about social care.
- 2.2 It is helpful to be clear on what constitutes a complaint. The guidance “Getting the best from Complaints” produced by the Department for Education and Skills (DfES) provides advice for local authorities on implementing the Children Act 1989 complaints procedure for children and young people. It defines a complaint as: ***‘A complaint may be generally defined as an expression of dissatisfaction or disquiet in relation to an individual child or young person, which requires a response.’***

2.3 Who Can Make a Complaint?

Section 26(3) and section 24D of the Children Act, 1989 and section 3(1) of the Adoption and Children Act, 2002 require Councils to consider complaints made by:

- any child or young person (or their parent or someone who has parental responsibility for them) who is being looked after by the local authority, or is not looked after by them but is in need
- any local authority foster carer (including those caring for children placed through independent fostering agencies)
- children leaving care
- special guardians
- a child or young person (or parent of his) to whom a Special Guardian order is in force
- any person who has applied for an assessment under section 14F (3) or (4) of the Children Act 1989
- any child or young person who may be adopted, their parents and guardians
- persons wishing to adopt a child
- any other person to whom arrangements for the provision of adoption services extend
- adopted persons, their parents, natural parents, and former guardians

- such other person as the local authority considers has sufficient interest in the child or young person's welfare to warrant his or her representations being considered by them.

2.4 The Council will accept complaints received through any medium, through contact with the Complaints Service, phone, email, online complaint form, by post or in person.

2.5 The regulations set out three stages:

- **Stage 1: Local Resolution** – this is the most important stage of the complaints procedure. The department and external contractors provide services on behalf of the Council and are expected to resolve as many complaints as possible at this initial stage. The statutory social care complaints procedure requires first stage complaints to be responded to within 10 working days. However, Heads of Service can request an extension of a further 10 working days where a complaint is considered complex or there is a need for a number of external organisations to be consulted. They will need to consult with the Complaints Service before an extension can be applied and also inform the complainant of the new timescale.
- **Stage 2: Independent Investigation** – this stage is triggered when the complainant is dissatisfied with the response at Stage 1. As a first step, the Complaints Service will consider mediation to resolve ongoing concerns at the end of the Stage 1 process, and before commencing the Stage 2 process. If a complaint does progress to Stage 2, this requires an investigation by an 'Independent Officer', a person external to the service and usually independent of the Council. In addition, the Council is also required to appoint an "Independent Person" who is independent of the Council and not related to any members or officers of the Council. The purpose of the 'Independent Person' is to represent the complainant in the process. The Stage 2 investigation report is then considered by the Director, who provides an adjudication letter to the complainant to confirm whether they agree with the report and the steps to be taken to address any recommendations. Stage 2 complaints which fall within the statutory process must be dealt with in 25 working days. Where it is not possible to complete the investigation within this timeframe an extension can be applied up to a maximum of 65 working days.
- **Stage 3: Review Panel** – where complainants are dissatisfied with the result of a Stage 2 investigation and wish to continue with their complaint about statutory social service functions, the Council is required to establish a Complaint Review Panel. The Panel consists of three independent panellists who have no connection to the Council; a Chair who is appointed by the Complaints Service and is also separate from the Council. The Chair consults with the Complaints Service on the selection of the other two panel members. The Panel undertakes an investigation and makes recommendations via a panel report. This will then be adjudicated by the Corporate Director for Children and Young People (CYP) who makes the final decision on the complaint.

2.6 If the Complainant remains unhappy with the outcome of their complaint, they have the right to refer their concerns to the Local Government and Social Care Ombudsman (LGSCO). The LGSCO will carry out their own investigation requesting information from both parties and provide an outcome with any recommendations if appropriate.

3. Headlines

3.1 The main performance headlines from Children’s Social Care are as follows:

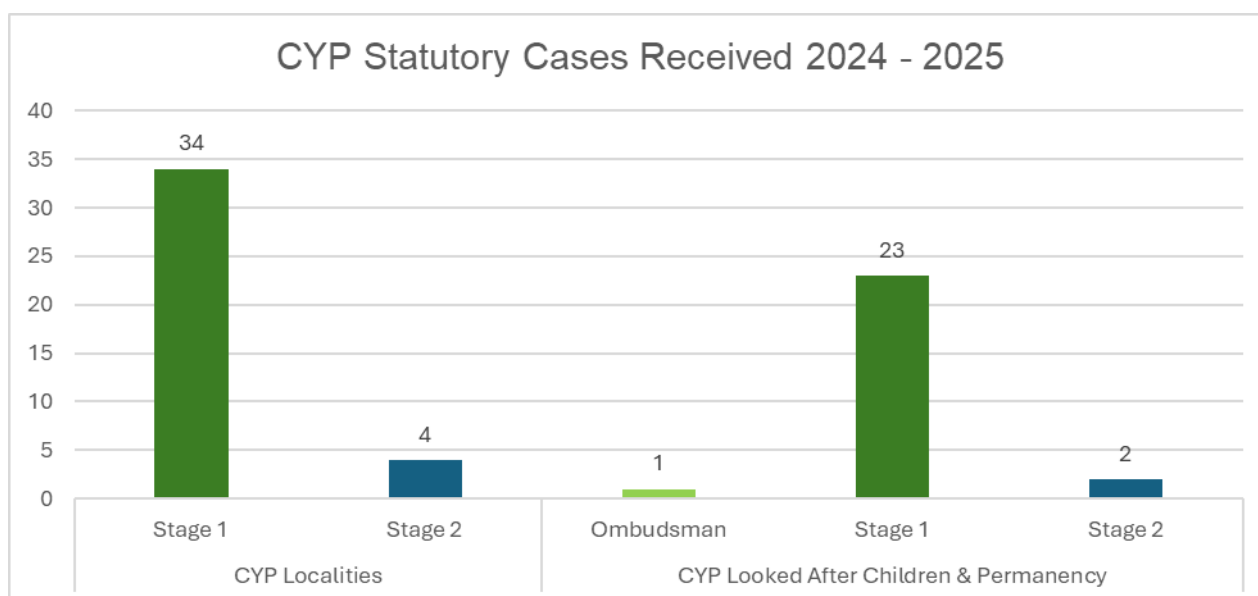
- The department received 59 statutory stage 1 complaints in 2024/25
- Stage 1 statutory complaint numbers increased by 39% in 2024/25
- There were eleven stage 2 investigations received and six of those investigations closed compared to seven the previous year
- 78% of stage 1 statutory complaints were responded to within target in 2024/25, against a target of 100%. This is the same as the previous year.
- £4,715 was paid in compensation for the period 2024/25, a slight decrease from £6,095 paid in the previous year.

4. Children’s Social Care Service Users

Subject to formal returns being received, Children’s Social Care received a total of 3,571 referrals and completed 3,110 Child & Family Assessments. The Council had 2,829 open Children in Need cases and 329 children were the subject of a Child Protection Plan. There were 296 Looked After Children and the Council had 618 care leavers aged 18-25 eligible for services.

5. Complaints Received

5.1 Brent Council CYP received a total of 57 stage 1 statutory complaints in 2024/25, an increase of 39% from last year where 41 complaints were recieved. There were six stage 2 requests received which is one less than last year.



- 5.2 The number of stage 1 complaints received for Localities was 34 which is an increase of 54.5% in comparison to the previous year with 22 complaints received. The number of complaints received at stage 1 for Looked After Children and Permanency increased by 28% from 2023/24 with 23 complaints received in 2024/25.
- 5.3 The Localities Service accounted for 34 complaints, 60% of the total number of stage 1 complaints received. These are split between East Localities, West Localities, Children with Disabilities and Multi-agency Safeguarding Hub (MASH)/Family Front door/ Families with no recourse to public funds (NRPF). These complaints concerned the communication and attitude of social workers, the accuracy of reports and assessments and disagreements over the size of support packages.
- 5.4 The Children with Disabilities team received 18 stage 1 complaints in 2024/25 and four were escalated to stage 2. These cases commonly related to reductions in care packages and disagreements relating to this. Another common theme was around communication and information contained within records and reports. The Family Front Door/MASH/NRPF team received 11 stage 1 complaints, these generally concerned unhappiness with the behaviour of the allocated social worker and the process following a referral to Brent Family Front Door (BFFD).
- 5.5 Looked after Children accounted for 40% of the total number of stage 1 complaints received. The complaints received are split between Care Planning, Young People in Care, Fostering and Adoption and Kinship. Cases within Looked After Children are typically raised by the young person themselves so the Complaints Service will give the option of an advocate to help them navigate the complaints process, should this be required.
- 5.6 The Council received 6 Stage 2 requests in 2024/25, compared to 7 in 2023/24. Two of these complaints related to the Looked after Children and Permanency Service. The other four cases fell under Localities, more specifically the Children with Disabilities Service received three stage 2 requests, and one for the East Locality Team.
- 5.7 Under the children's statutory procedure, a complainant has a right for their complaint to be heard by an Independent Review Panel at Stage 3. In the later part of 2024/25 the Council received 2 requests for Stage 3 panels however they will be closed in the new financial year.

6. Profile of complainants and method of contact

- 6.1 When complaints are received, they are directed to the Complaints Service for triaging. Of all the statutory children's stage 1 complaints received, the team received 70% by email and 30% by self-service online. The number of complaints received via email remains similar compared to last year. We received 5% of cases via telephone last year and none this year. There also hasn't been much change in the percentage of complaints received via the online portal. The complaint legislation explicitly states that the Council must receive children's statutory complaints by any means.

- 6.2 The varied method of contact demonstrates that this is happening. Whilst the team has provided a telephone number on the web site, especially for children's social care complaints, email appears to be the preferred mode of delivery for complainants. There are three options to log complaints online through the customer portal: anonymously, unregistered or registered. The portal allows complainants to log and monitor the progress of their complaints all in one place. There are also other mechanisms in place by which children and young people can raise issues before needing to raise a formal complaint. This is via a commissioned Advocacy service and Looked After CYP have an Independent Reviewing Officer who is able to advocate on CYP's behalf as well.
- 6.3 The Council has limited information about the ages of complainants as many complainants do not provide this information. 23 complainants provided their age out of a possible 59 complaints that were received. Two of the complainants were under the age of 18, four of the complainants were aged between 22 – 25 years old. The remaining complainants who lodged complaints were 28 or over. The majority of complaints received in relation to Localities are raised by parents regarding their children, however, the majority of complaints received by the Looked after Children service are raised by the young person themselves.
- 6.4 In terms of ethnicity of complainants, 16 complainants selected an option when submitting their complaints through the portal. The data captured is as follows:

Any other ethnic group	2
Asian Indian	1
Asian Other	0
Asian/Asian British: Indian	2
Asian/Asian British: Pakistani	1
Black British	1
Black/ African/Caribbean/Black British: African	4
Black/ African/Caribbean/Black British: Caribbean	1
Mixed Other	1
Other Arab	1
White British	0
White Other	2

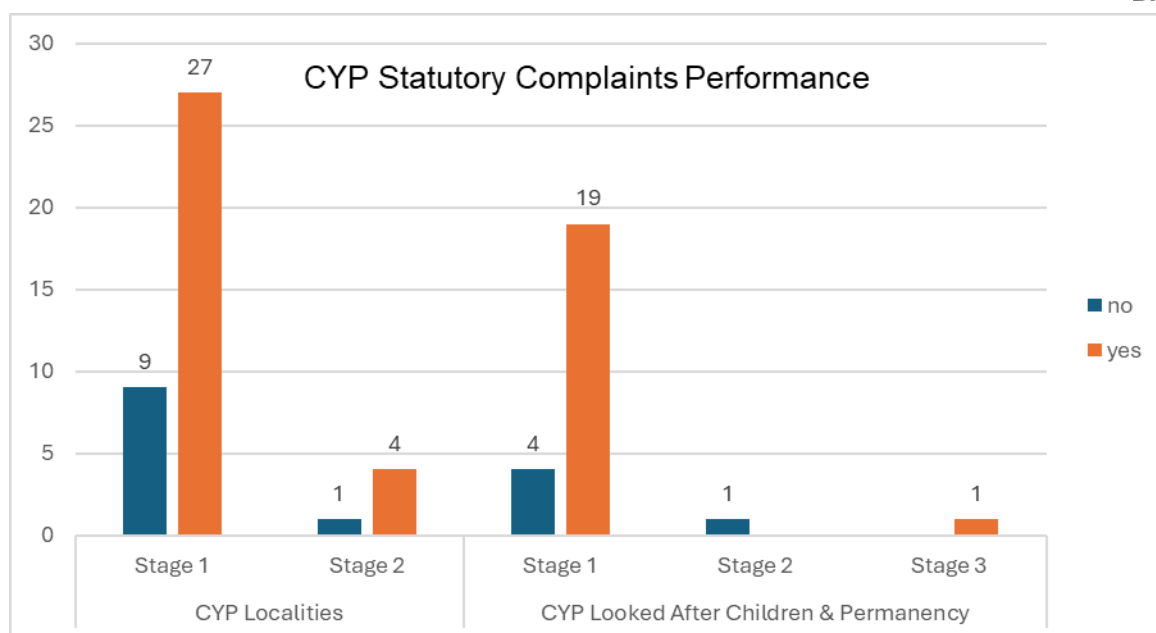
7. Nature / Reasons for Complaints

- 7.1 The main reason for complaints received in 2024/25 related to service failure which is the same as last year. Complaint root causes are categorised in three main categories: Communication, Service Failure and Policy and Procedure. In 2024/25 56% of the stage 1 complaints closed were categorised under the category service failure. Communication accounted for 32% of cases and policy and procedure for 12%. Complaints concerning communication generally related to complainants not feeling they were kept informed or updated on key issues. The Directorate continue to make improvements on how they communicate with service users to manage expectations.

- 7.2 Numerous complaints also concerned a reduction in a care package. Service users often felt that the decision to reduce the package was unfair and the reason for this was not communicated well. In the majority of these cases, the complaint was upheld. As a result of a stage 2 investigation, it was recommended that the cases that were impacted by care package reductions were audited to ensure the decisions were in line with the policy.
- 7.3 Complaints concerning parents who are in a conflict situation, with regards to access and care of their children, are on the rise. Usually this has been where the partners disagree about the care the child or children are receiving from the other parent. Some feel that the Child and Family Assessment or court reports are not completed in an impartial way and that the social worker has failed to communicate with them at an early enough stage in proceedings. This presents a challenge for social workers who must find a balanced approach through these relationships.
- 7.4 Examples of the types of root causes of complaints that arise are listed below: -
- ***Alleged poor staff attitude*** - much of the work of Localities staff involves them taking actions in connection with highly sensitive child protection or child in need issues, which parents or carers may often disagree with. There have been a number of comments about social workers where the family member perceives a bias, leading to complaints about the alleged impartiality of assessments.
 - ***Service failure*** - on completion of a Child and Family Assessment, or reports to the Initial Child Protection Conference, social workers had not kept all the interested parties updated with the completed assessment and reports. In addition to this, not all parties agree to the information within reports which has been recorded as 'not up to standard.'
 - ***Looked After Children*** - the main area of complaints related to leaving care. Most of the root causes are recorded as young people not being kept informed. This suggests the need for more awareness around time scales and procedures which need to be made clearer to customers.

8. Timeliness of Responses

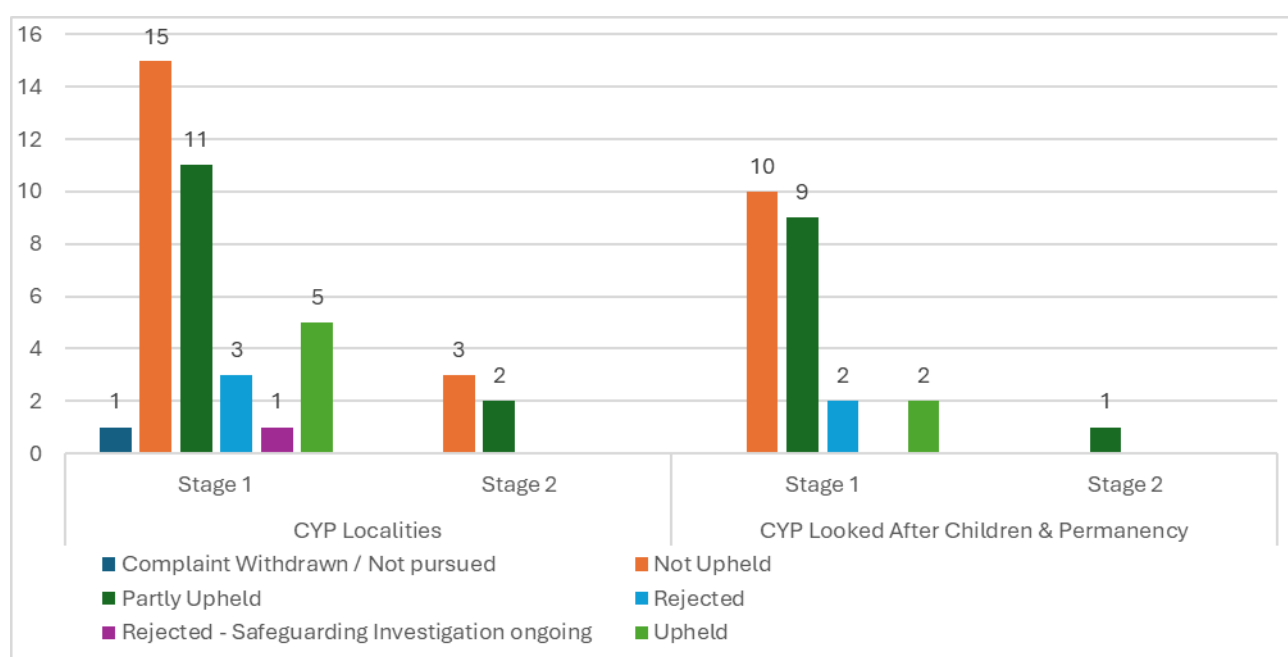
- 8.1 The Council responded to 78% of all children's statutory complaints within the appropriate timescales. This is a decrease of 16% compared to the previous year. However, there is a significant increase in cases received compared to the previous year.



8.2 It is important to note that the statutory children's complaint legislation allows the Complaints Service to extend the target deadline by 10 working days in complex cases.

8.3 In 2024/25, 59 stage 1 statutory complaints were due for a response. The performance rate at stage 1 was 78%, with 46 out of 59 complaints responded to on time, whereas the performance rate for stage 2 complaints increased on last year with 3 out of 5 cases responded to on time. Two cases were overdue due to delays in independent investigators providing their reports as a result of the complexity of the cases. We have since better managed the relationships with the independent investigators to encourage reports being completed in a timely manner.

9. Complaint Outcomes



- 9.1 There are four possible outcomes for complaints: withdrawn/not pursued/rejected, not upheld, partly upheld and upheld. The chart below shows the outcomes of statutory complaints at stage 1, stage 2 and stage 3 in 2024/25 as recorded on the Council's case management system.

The key findings are:

- Of the 59 cases closed at stage 1 during 2024/25, the Council found some merit in 46% of complaints with 27 complaints either upheld or partly upheld. The percentage is lower than last year however the number of complaints that were upheld or partly upheld remains the same. A not upheld outcome was decided in 25 cases at stage 1.
- The Council closed 5 stage 2 statutory complaints during 2024/25 which is one less than the previous year. Three complaints were not upheld and two were partly upheld.
- In 2024/25 one stage 3 panel was completed, which was not upheld. We received two stage 3 panel requests in 2024/25 however these will be closed in the new financial year.

10. Analysis and Learning from Complaints

- 10.1 Lessons learnt from complaints can help shape and improve services and the customer experience. CYP managers and staff are committed to using this learning to improve outcomes for service users.
- 10.2 Detailed below is a summary of the cases escalated to stage 2 and where a detailed investigation was undertaken. It also includes any learning points and service improvements identified as a result of the complaint. The Council wishes to learn from its complaints and improve the service it provides.
- 10.3 Localities had five stage 2 investigations in 2024/25 which is a significant increase from last year where there was only one case. The reason for the influx is due to the changes in care packages across the Children with Disabilities service. The recommendations resulting from these complaints included:
- It was strongly recommended that the Council arrange training for its SEND staff around ceasing EHCPs and ensuring officers fully understand their duties with regards to consulting young people and their parents/carers.
 - Following Resource Panels, such as the 18 Plus Panel, decision letters should be sent to service users' families. These letters should clearly outline the rationale for any changes to the support plan and also provide details as to how families can appeal the panel's decision
 - Children's Service undertakes an audit of the information provided to parents in regard to the Resource Allocation System (RAS) questionnaire to establish if some parents were provided with the incomplete document. If this is found to be the case then appropriate action should then be taken to address this issue with parents.

- Mandatory staff training/updating to be implemented in regard to the application of the RAS tool.

10.4 Looked after Children and Permanency had one stage 2 investigation. This case related to the lack of support from Children Services following a full care order which resulted in siblings being placed with different foster carers. The recommendations included:

- A review of the relationship between Children Services and the Finance Team in regard to the payment of subsistence allowance to young people.
- Staff were reminded to ensure that young people who are eligible for a Pathway Plan shortly after their 16th birthday are fully involved in the drafting of the plan and their voice is fully represented within this document.
- Children Services must ensure that all young people have a fully allocated Personal Assistant before their 18th birthday.

10.5 There was a single stage 3 review panel adjudication during the year, a summary of which is provided below:

- The complainant raised various concerns regarding the lack of support received by the Leaving Care Team mainly around support with making a Legal Claim for compensation following a road traffic accident. LAC were unable to support him with this due to liability concerns as advised by our Legal Team. The complainant also raised concerns about support for Housing however the concerns he raised fell within Housing's remit rather than CYP.

11. Local Government and Social Care Ombudsman (LGSCO) Decisions in 2024/25

11.1 There were fifteen corporate and statutory Education & Children's Services complaints escalated in 2024/25 which is nine less complaints than the previous year 2023/24. The LGSCO made decisions on twelve cases during 2024/25 of which five were closed after initial enquiries were made, one was invalid/incomplete, three were referred back to the Council for local resolution, and three were upheld. In summary, from the twelve cases decided, fault was found in three of the cases, which provides a 25% uphold rate. This is more than last year where the uphold rate was 14% however there were 10 more detailed investigations undertaken in 2023/24.

11.2 Two of the cases upheld fall under the corporate complaints process so are summarised in the covering Annual Complaints Report. The statutory complaint that was upheld related to services provided to a former looked after child. The Ombudsman found fault in delays in the administration of the children's statutory complaints procedure. The Ombudsman recommended £200 compensation for the frustration this caused, as well as a reminder to relevant officers of the need to complete the children's statutory complaints procedure within the statutory

timescales. The delays in completing this complaint were due to the Complaints Service attempting to mediate a resolution by meeting with the complainant and his advocate as some aspects of the complaint did not fall within Children Services.

12. Compensation

12.1 Children's Social Care awarded a total of £4,715 in compensation in 2024/25 across ten cases. This is a decrease of 25.5% from £6,095 which was awarded in 2023/24, across ten cases. This breaks down as follows:

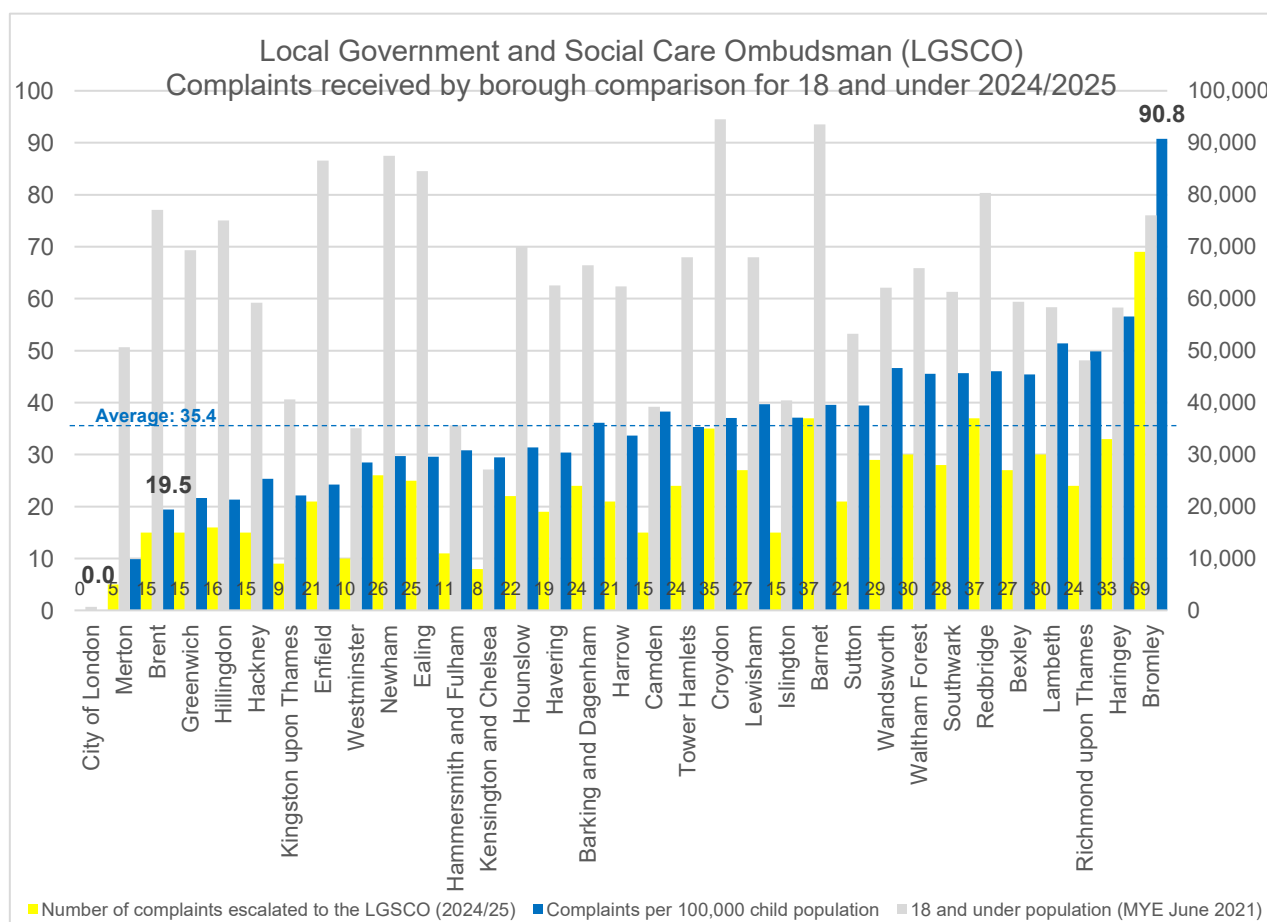
- A total of £2,065 was offered in three cases at stage 1 of the statutory complaints procedure. The compensation was paid for delays in making savings payments to a young person, delays in providing services and costs incurred.
- A total of £2,450 was paid out at stage 2 across six cases. In five of these cases, compensation was paid due to a failure or delay in providing a service. In one case compensation was paid due to time and trouble. There was also one case where £250 was awarded for complaint handling errors at stage 1 and issues not being identified prior to the stage 2 request.
- The Ombudsman awarded £200 on a case for delays during the stage 2 and 3 process which were as a result of sourcing independent investigators and mediation attempts with the young person and his advocate.

Children's Social Care	Amount
Stage 1	£2,065
Stage 2	£2,450
Stage 3	£0
Ombudsman	£200
Total	£4,715

13. Benchmarking

13.1 Brent Council belongs to the North West London Social Care Complaint Managers Group. The majority of Councils have not yet completed their Annual Complaints report or have chosen not to share data. Comparative data has therefore been provided below on Education and Children's services cases that were received by the LGSCO during 2024/2025. Data from the Office of National Statistics for 2021 was also used to illustrate the number of complaints received relative to size of population of children within each borough. The average for all London Councils is 35.4 per 100,000 population whereas Brent is 19.5.

13.2 This means that Brent Council is performing better than average and better than all London Councils bar the City of London (which didn't receive any complaints) and Merton for complaints received by the LGSCO when compared to its projected population in 2021 of children 18 and under. There were 15 complaints escalated to the LGSCO in relation to Education and Children's Services in 2024/2025, which is a decrease of nine complaints compared to 2023/2024. Out of all the London Councils, Brent were joint 7th with Greenwich, Hackney, Camden, and Islington with the least amount of complaints escalated to the Ombudsman. The estimated population for children 18 and under within Brent for mid-year 2021 was 77,113.



14. Compliments

14.1 The Service doesn't just learn from complaints. Positive feedback can also provide useful insights. In the period covered by this report, the Children and Young People department logged 49 compliments on the Council's complaints and compliments database, which is fewer than those logged than the previous year. Managers are encouraged to log all compliments they receive. CYP Good News is a regular forum where CYP staff hear about, celebrate and learn from positive feedback.

The Complaints Team are currently working with the Digital Team to implement a compliments section so that service users can log this via MyAccount in the same manner as logging a complaint or service request.

Below are examples of some of the compliments received in 2024/25.

- Localities – East Locality team**

My name is xxx and we met briefly today in a call about a child whose care is shared care by GOSH. I am one of the nurses.

This is going to sound very strange, however I felt compelled to email you after our meeting. I just wanted to say that in my current job, I have worked with a lot of local teams, social workers, local authority workers etc – and today was the first time I felt heard. You have a really great manner about you and you felt really

approachable, and I left today's meeting feeling valued, heard and hopeful that we are doing the right thing – which is a first for any patient I have cared for!

You took time to understand the medical background and gave everyone a platform to share concerns. It was really clear that you have a lot of expertise and it was so helpful to hear everything you had to say as it helped me understand the situation we are. Hearing your ideas were really enlightening and I feel like I learned something today. I just wanted to say that I am really glad to be working with you on this and look forward to speaking to you again. Thank you – and I hope this wasn't really weird!

- **Early Help – Early Years**

My name is xxx, and I am a parent who regularly attends sessions at the Family Wellbeing Centre. I want to take a moment to share my feedback as a way of giving back for the invaluable support I have received.

I first learned about the Family Wellbeing Centre (FWC) through my health visitor during my daughter's one-year review. As a first-time mom without much support in the UK, I was looking for a space that could provide me with both guidance and community. From the moment I started attending the sessions, I found them incredibly helpful, enjoyable, and supportive.

One person who really stood out to me was xxx, who gave me invaluable advice on potty training—a challenge that had been weighing heavily on me, especially with my second child on the way. Her guidance helped me feel much more confident in navigating this new phase.

I also received great support from xxx, who were incredibly culturally sensitive in their approach. Their understanding and respectful support made me feel truly appreciated and seen.

Before coming to the FWC, I often felt isolated on this journey of motherhood, but the support I received there made all the difference. I felt looked after, and it gave me a sense of belonging. My child loves the messy play sessions, which we regularly attend, and it's clear she enjoys them just as much as I do.

Even though I travel 30-40 minutes to reach the centre, it's worth every moment because of the value and support it brings to both me and my child. The FWC has truly played a key role in building my confidence as a mother and giving my child a space to grow and explore.

- **Looked after Children & Permanency**

I would like to express my sincere gratitude and appreciation for all your great efforts and continuous support. Today's court sessions went well, and we are very happy with the outcome. We truly appreciate your dedication, the well-structured plan you implemented, and the positive impact it has had. Rest assured that you will always be a source of trust and will diligently follow all your guidance.

Once again, thank you for your hard work and ongoing support

- **Localities – NRPF and Homeless Team**

I wanted to take a moment to express my deepest gratitude for all the support and care you have provided to me and my daughters during the summer holidays. Despite the short period of just two weeks, your assistance has made an incredible difference in our lives, and I am truly grateful for everything you've done. From the very beginning, you have gone above and beyond in your role as our social worker, always checking in on us and working tirelessly to communicate with the council on our behalf. Your dedication to ensuring that we have suitable accommodation has been nothing short of remarkable.

You are, without a doubt, the best social worker my family and I have ever encountered since moving to London. The level of commitment, compassion, and professionalism you have shown in such a brief time is truly exceptional, and I often find myself wishing there were even stronger words to express just how highly I think of you. You have earned my deepest respect and sincere gratitude, and I believe it's important to give credit where it is due—xxxx, you have been a lifeline for us during a very challenging time. My daughters, too, have been greatly impacted by your kindness and support. They often ask about you, and it's clear they feel a sense of safety and happiness because of your presence in our lives. They speak so fondly of you, and it's heartwarming to see how much your efforts have positively influenced them. Your ability to connect with them and provide reassurance has been invaluable, and I cannot thank you enough for the sense of stability you have brought into their lives.

What stands out to me most is the way you've gone out of your way to communicate with us and Westminster council even after your shifts, to ensure we had a safe and secure place to sleep. Your dedication to your work and to the well-being of my family is something I will never forget. You did so much especially in such a short time and I am eternally grateful.

I was hoping to see you before you transfer us to Camden social service or Westminster, but I understand how incredibly busy you must be, especially with the numerous families and individuals who rely on your support. I know that your time and energy are in high demand, and it's entirely understandable. I just wanted to make sure you know how much we appreciate everything you've done for us.

Thank you once again, xxxx, for being such a remarkable support system for my family and me. Your dedication, kindness, and professionalism have made an immeasurable difference in our lives, even within just two weeks, and I will always be grateful for your help. My daughters and I are fortunate to have had you by our side, and I wish you all the best in your continued work.

With heartfelt appreciation,

- **Inclusion – SEND Service**

I would like to say a big thank you from the bottom of my heart for your perseverance and putting up with my constant bombarding of emails . I am actually crying with joy to hear today's news one because finally xxxx has got somewhere where there will be a sense of belonging and not segregated all the time . Think today was the last straw of having to deal with an executive head that has done nothing but complain about funding and all negativity regarding xxxx . I felt like today was a threat when said gonna permanently exclude or I agree to name of school coming of the EHCP plan. I can now relax knowing that will hopefully go into a new environment that will bring the best out of him. Ek outreach have done nothing but compliment Kasey. I hope you both have a lovely weekend .

Once again as the happiest ever mother right now that has had a very long journey and feeling like I have harassed you .

- **Early Help – Early Years**

To all the team at Three Trees,

I just want to say a big thank you for all the amazing support you give to our families at Anson Primary.

It is so reassuring to know that when I make an EH referral, you are at the other end. Having an open channel of communication is key and so often, we raise concerns about our families and never know the outcome or what support they are receiving. That is not the case with Three Trees - all I have to do is ask and you are there with answers.

C has been so supportive to me as a new-to-the-job DSL, and that has really helped my confidence to grow. From welcoming me into the Three Trees Centre and explaining all they have to offer to presenting parent coffee mornings - she has helped to make Anson a place where families feel heard and supported.

I have also had the pleasure of working with J - she is just brilliant with our families and has such a warm, fun and caring spirit.

P has been fantastic with Global Girls Thinking, which provided well-needed support for one of our Year 6 students and also recently demonstrated just how effective the triage system is working, when she was instrumental in helping one of our families in crisis. A single mum with three children was about to be made homeless, so I advised her to go to the triage service at Three Trees for help and Pauline helped her to secure a new home for her family and a crisis was averted without a need to escalate to an EH referral.

Well done to all of you that make Three Trees the success that it is!

Appendix C – LGSCO Comparison with other London Authorities

Authority Name	Population (estimated)*	Referrals to LGSCO	Detailed Investigations	Upheld	Avg upheld decisions per 100,000 residents	Uphold Rate	Remedy Rate
Barking and Dagenham	218,534	134	19	18	8.1	95%	6%
Barnet	388,639	187	32	26	6.6	81%	8%
Bexley	246,543	80	17	11	4.4	65%	9%
Brent	338,918	138	24	21	6.1	88%	33%
Bromley	329,830	173	43	38	11.5	88%	8%
Camden	210,390	145	20	18	8.1	90%	11%
City of London	8,618	7	2	1	7.4	50%	0%
Croydon	390,506	218	36	32	8	89%	13%
Ealing	366,127	166	22	16	4.3	73%	6%
Enfield	329,601	178	41	32	9.8	78%	0%
Greenwich	289,254	110	12	10	3.4	83%	20%
Hackney	259,956	138	26	22	8.4	85%	23%
Hammersmith and Fulham	183,295	95	14	13	7	93%	31%
Haringey	264,130	264	61	53	20.2	87%	13%
Harrow	260,987	122	15	12	4.6	80%	0%
Havering	262,022	118	19	16	6	84%	19%
Hillingdon	304,792	121	25	23	7.2	92%	4%
Hounslow	287,940	151	34	26	8.8	76%	8%
Islington	216,767	131	34	30	13.6	88%	23%
Kensington and Chelsea	143,940	90	32	27	18.3	84%	11%
Kingston upon Thames	167,845	71	16	14	8.2	88%	14%
Lambeth	317,498	309	63	58	18.4	92%	7%
Lewisham	299,810	174	42	37	12.4	88%	3%
Merton	215,324	69	14	13	6	93%	15%
Newham	350,626	206	40	35	9.7	88%	29%
Redbridge	309,836	169	44	40	12.8	91%	15%
Richmond upon Thames	195,232	75	9	8	4.1	89%	38%
Southwark	306,374	248	57	52	16.5	91%	13%
Sutton	209,517	86	22	13	6.2	84%	8%
Tower Hamlets	312,273	211	52	43	13.1	83%	2%
Waltham Forest	278,050	160	30	21	7.6	70%	5%
Wandsworth	328,367	140	23	18	5.4	78%	11%
Westminster	205,087	116	22	15	7.1	68%	7%

Key: Outer London Inner London

*As per the Office of National Statistics' Mid-Year Estimates June 2021

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	Council Management Team 13 August 2025
	Report from the Corporate Director of Finance and Resources
	Lead Cabinet Member - Cabinet Member for Housing and Residents Services, (Cllr. Fleur Donnelly-Jackson)
Housing Management Complaints Performance and Service Improvement Annual Report 2024/2025	
Wards Affected:	All
Key or Non-Key Decision:	Non-Key Decision
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
List of Appendices:	Appendix 1 – Housing Ombudsman’s performance report for Brent 2023/2024 Appendix 2 – Council’s Self-Assessment against the Housing Ombudsman’s Complaint Handling Code Appendix 3 – Knowledge and Information Management spotlight report Appendix 4 – Attitudes, Respect and Rights spotlight report Appendix 5 - Council’s updated Complaints Policy
Background Papers:	N/A
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Amira Nassr Deputy Director, Democratic & Corporate Governance Brent Council

1.0 Executive Summary

- 1.1 This annual report sets out complaints performance for the Housing Management service for the period 1 April 2024 to 31 March 2025. The report focuses on volumes of complaints, complaint outcomes, compensation offered, nature of complaints and learning and service improvements as a result. Complaints regarding housing management fall under the Housing Ombudsman and therefore a separate report has been prepared for this purpose.
- 1.2 The report also contains the Housing Ombudsman’s performance report for Brent for 2023/2024 (Appendix 1) and the Council’s self-assessment against the Housing Ombudsman’s Complaint Handling Code (Appendix 2).

2.0 Recommendation(s)

- 2.1 CMT are asked to note Brent Housing Management's performance in managing and resolving complaints.
- 2.2 CMT are asked to note, and review Brent's latest self-assessment against the Housing Ombudsman's updated Complaint Handling Code.
- 2.3 CMT are asked to note and review the latest updates to the Council's Complaints Policy.
- 2.4 CMT are asked to approve progressing the report to Cabinet and the relevant Scrutiny Committees.

3.0 Background

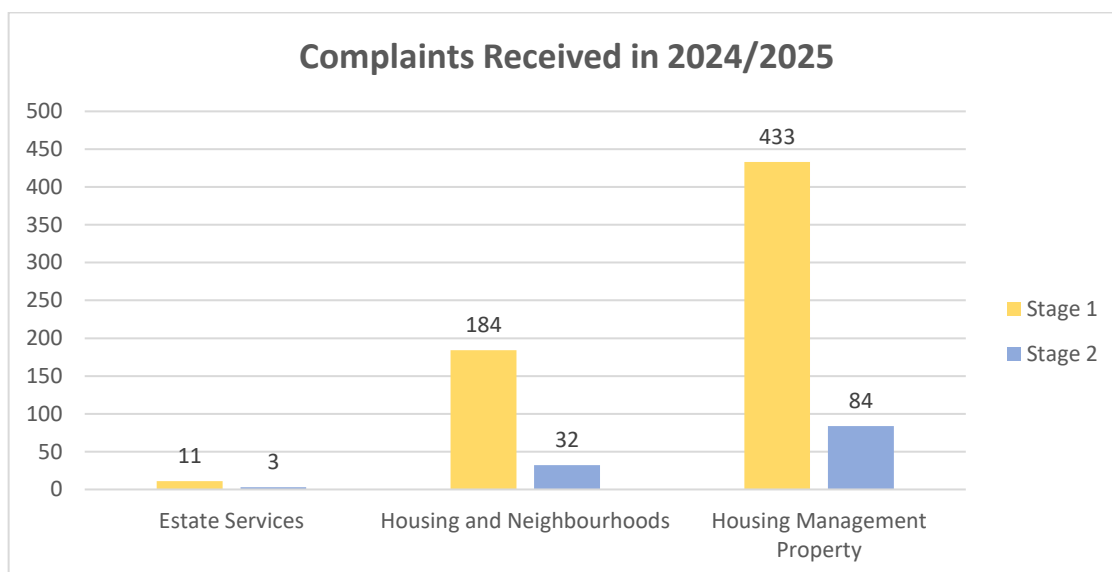
- 3.0.1 The Council's corporate complaints fall under two separate governing bodies, the Housing Ombudsman and the Local Government and Social Care Ombudsman (LGSCO). Complaints relating to Housing Management fall under the Housing Ombudsman and complaints about any other service fall under the LGSCO.
- 3.0.2 This report focusses on complaints that fall under the Housing Ombudsman only.
- 3.0.3 The main performance headlines from Housing Management complaints are as follows:
 - 628 complaints were received at the initial stage of the complaints process in 2024/2025, an increase of 9% on 2023/2024. 119 stage 2 complaints were received in the same period, which is the same as last year.
 - The majority of issues raised related to service failure (77%, 480 complaints) and more specifically delay in a service being provided which accounted for 275 complaints.
 - Many of the complaints were escalated to stage 2, because the complainant did not agree with the decision at stage 1. This was the reason in 39% of cases that were escalated.
 - 206 complaints were upheld at stage 1 and 279 complaints partly upheld which provides a 64% uphold rate.
 - 83% of stage 2 cases were upheld or partially upheld.
 - 65 complaints were rejected at stage 1 and 1 complaint was rejected at stage 2. In 59 of the stage 1 cases, the complaint was rejected because it was a duplicate request or had already been investigated.
 - 96% of all stage 1 Housing Management complaints were responded to on time and 99% of stage 2 complaints were responded to on time.
 - A total of £109,787 was paid out in compensation at stage 1 and 2.

Housing Management Stock

3.0.4 The Housing Management service currently manage 13,482 properties which are a mixture of tenanted and leasehold properties. As a housing landlord, Brent manages 11,076 flats and maisonettes, 2210 houses and bungalows, as well as 196 New Accommodation for Independent Living (NAIL) properties. In addition, the service manages 22 rooms, and 1 gypsy and traveller site with 31 pitches.

Complaints Received

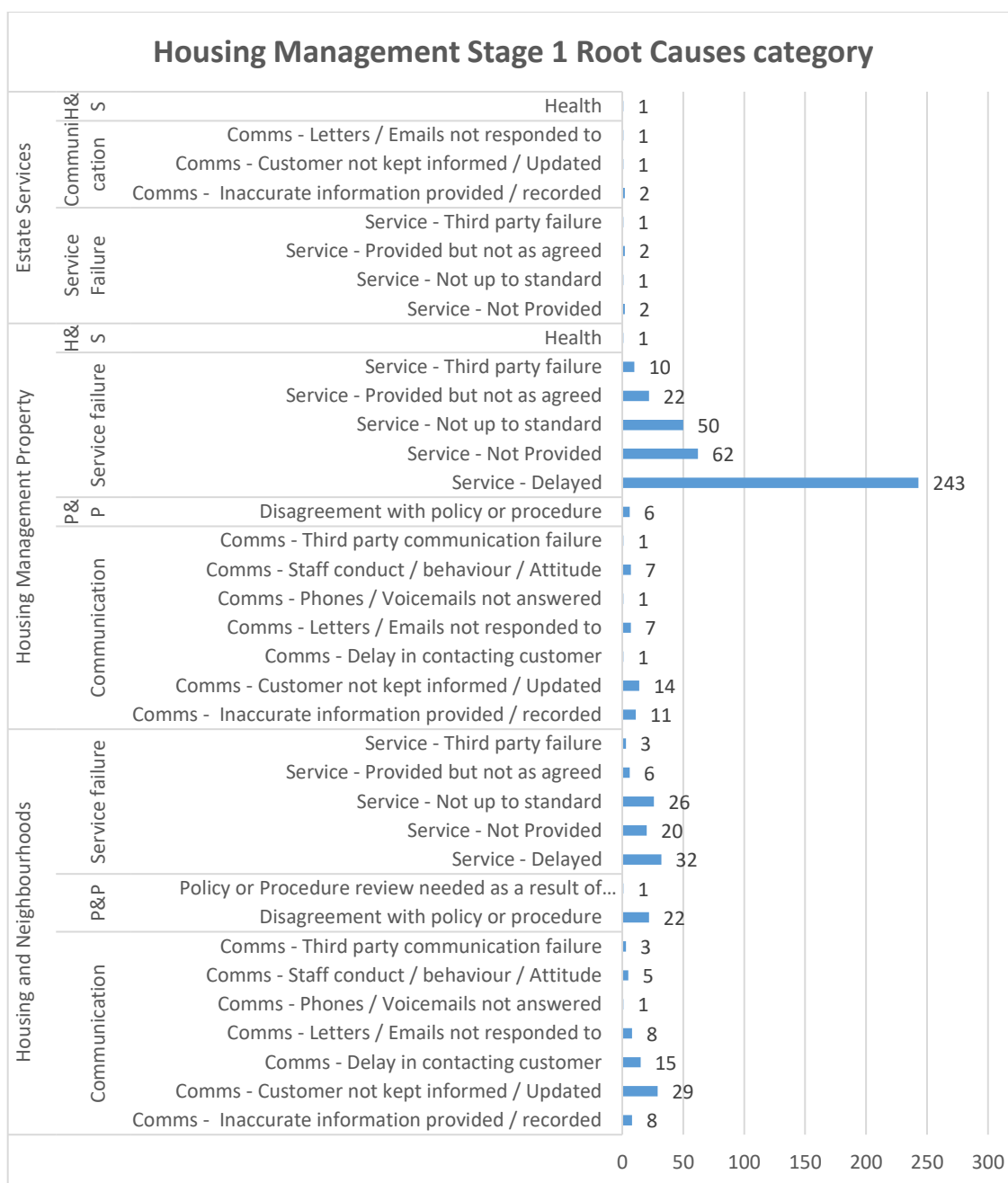
3.0.5 In 2024/2025, the Housing Management service received 628 stage 1 complaints compared to 575 the previous year, which is an increase of 9% (52 complaints).



3.0.6 Estate Services has now moved under the Public Realm directorate and therefore data on complaints for this area has been provided separately. Estate Services received 11 stage 1 complaints and 3 stage 2 complaints in 20204/2025. The escalation rate for complaints received by Estate Services is 27% with 3 out of 11 complaints escalated to stage 2. Housing and Neighbourhoods received 184 stage 1 complaints in 2024/2025 which is 54 more complaints than the previous year albeit Estate Services sat within this department the previous year. In the same period Housing and Neighbourhoods received 32 stage 2 complaints which is 8 less than the previous year. This provides an escalation rate of 17% which is 1% less than the previous year. In 2024/2025, 433 stage 1 complaints were received and 84 stage 2 complaints which is 12 less stage 1 complaints, and 11 less stage 2 complaints compared to the previous year. The escalation rate for Housing Management Property complaints was 19% which is 2% less than the previous year. In 2023/2024 a total of 119 stage 2 complaints were received which is the same number of complaints escalated as 2023/2024 and one more than 2022/2023.

Nature / Reasons for Complaints

- 3.0.7 We record root causes of complaints at stage 1 once a complaint has been closed, therefore we look at the complaints that were closed in 2024/2025 rather than received. This is why the total number of complaints that we have recorded root causes for is 626 which is slightly less than the 628 complaints received at stage 1.
- 3.0.8 The Council classifies root causes of complaints into three main areas: Communication, Policy/Procedures, and Service Failure.
- 3.0.9 The data below shows that for Housing and Neighbourhoods, 49% of complaints (87 out of 179) were due to service failures and that this was primarily related to services being delayed (32 complaints) or service being perceived as not up to standard (26 complaints). Communication issues constituted 39% of the complaints (69 out of 179) which is the same percentage as last year, with the predominant issue being that customers were not kept informed or updated. Policy/procedure was the root cause for 13% of complaints for Housing and Neighbourhoods. All but one complaint in this category disagreed with the policy or procedure that was in place.
- 3.0.10 In comparison, for Housing Management Property, 89% of complaints (387 out of 436) were due to service failures which is similar to the percentage last year, with delays in service provision continuing to be the main issue (243 complaints, 63% in this category). The second highest root cause for Housing Management Property was communication. Communication issues made up 10% of the complaints (42 complaints) and this mainly related to the resident not being kept informed or updated (14 complaints, 33% in this category), and inaccurate information provided or recorded (11 complaints, 26% in this category). Issues with policy/procedure were less prevalent at 1% with 6 complaints disagreeing with the policy or procedure in place which is the same as last year.
- 3.0.11 In 2024/2025, 11 Estate Services complaints were closed, 6 complaints related to service failure, 4 complaints related to communication and one complaint related to Health. There were no complaints received which related to policy or procedure.
- 3.0.12 Overall, across Housing Management, service failure was the most common root cause for complaints. Service failure accounted for 77% of all complaints received at stage 1 (480 out of 626). Service being delayed was the most common cause of complaints within this category with 275 complaints. Service Failure being the main reason for complaints remains consistent with other local authorities.
- 3.0.13 Communication issues accounted for 18% of the overall complaints (115 complaints), policy/procedure issues accounted for 5% (29 complaints) and Health accounted for less than 1% with only two complaints received, however this is a new category that has been introduced so there will likely be more complaints categorised in this category next year.



3.0.14 A list of the specific issue types that complaints were categorised under has been provided below to provide more context and further analysis.

Root cause and issue type	Number of complaints
Service Failure	480
Repairs To My Property (Including Inspections)	123
Outstanding Repairs - Other	100
Communal Repair	59
Damp and/or mould	43
Housing Customer - Other	27
Anti - Social Behaviour	20
Complaints about Wates	16
Leasehold Enquiries	13

Gas Safety	8
Asbestos Safety	6
Electrical Safety	6
Estate Services	6
Planned Maintenance Of My Property	6
Service Failure	6
Communal Cleaning	4
Complaints about PS Staff	4
Poor Customer Service	4
Right To Buy	4
Complaints about Oakray	3
Grounds Maintenance	3
Water Safety	3
Billing	2
Lettable standard	2
Arrears	1
Banding	1
Bedroom Entitlement	1
Cleaning schedule	1
Estate Parking	1
Lettings process	1
Lift Safety	1
My New Home	1
My Personal & Household Details	1
Overcrowding	1
Rent Refund	1
Tree Maintenance	1
Communication	115
Housing Customer - Other	25
Anti - Social Behaviour	15
Outstanding Repairs - Other	11
Repairs To My Property (Including Inspections)	10
Communal Repair	8
Grounds Maintenance	7
Water Safety	5
Estate Services	4
Poor Customer Service	4
Complaints about PS Staff	3
Sound Insulation	3
Communal Cleaning	2
Complaints about Wates	2
Leasehold Enquiries	2
Noise Nuisance	2
Parking	2
Arrears	1
Asbestos Safety	1
Banding	1
Electrical Safety	1

Estate Parking	1
Overcrowding	1
Payment / Arrears	1
Rent Refund	1
Right To Buy	1
Service Failure	1
Policy / Procedures	29
Arrears	5
Repairs To My Property (Including Inspections)	5
Anti - Social Behaviour	4
Payment / Arrears	4
Housing Customer - Other	2
Parking	2
Rent Refund	2
Billing	1
My Personal & Household Details	1
Outstanding Repairs - Other	1
Poor Customer Service	1
Right To Buy	1
Health	2
Communal Cleaning	1
Repairs To My Property (Including Inspections)	1
Grand Total	626

Reasons for escalation

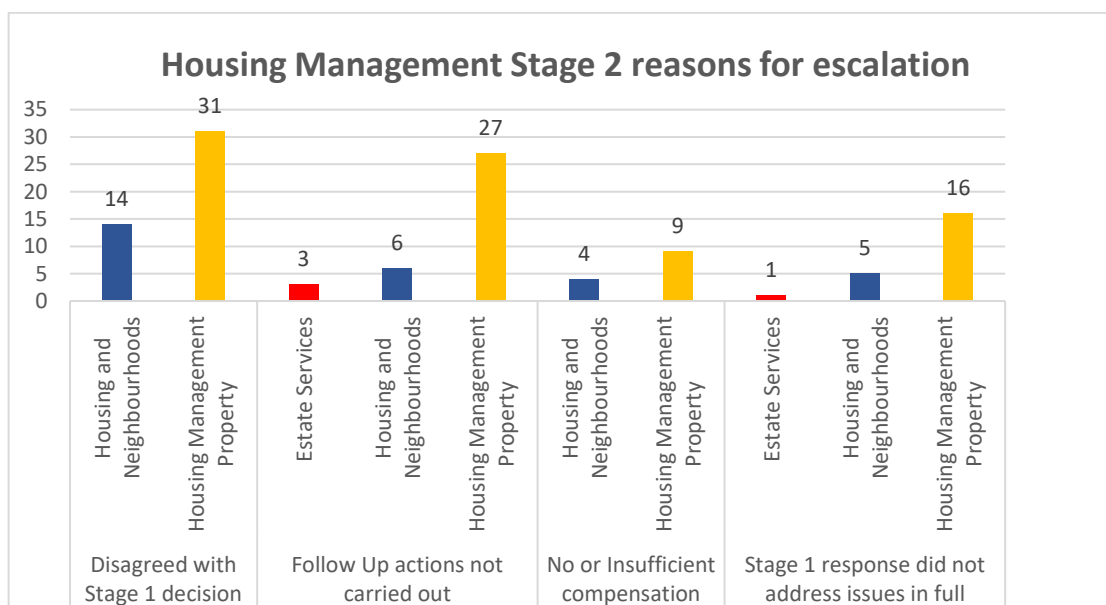
3.0.15 In 2024/2025, 29 escalated complaints were closed for Housing and Neighbourhoods. The most frequent reason for escalation was disagreement with the stage 1 decision, accounting for 48% of complaints. Other reasons included follow-up actions not being carried out (6 complaints, 21%), the stage 1 response did not address issues in full (5 complaints, 17%), and that no or insufficient compensation (4 complaints, 14%) was offered.

3.0.16 There were 83 escalated complaints closed for Housing Management Property. Similar to Housing and Neighbourhoods, the leading reason for escalation was disagreement with the stage 1 decision, which had 31 complaints and accounted for 37% of the escalated complaints. The second reason was follow-up actions were not carried out which was closely behind with 27 complaints, which accounted for 33% escalations. Additional reasons were the stage 1 response did not address the issues in full (16 complaints, 19%), and that no or insufficient compensation was awarded at stage 1 (9 complaints, 11%).

3.0.17 Four escalated complaints were closed in 2024/2025 for Estate Services with the reasons for escalation being follow up actions not carried out (3 complaints, 75%) and the Stage 1 response did not address issues in full (1 complaint, 25%)

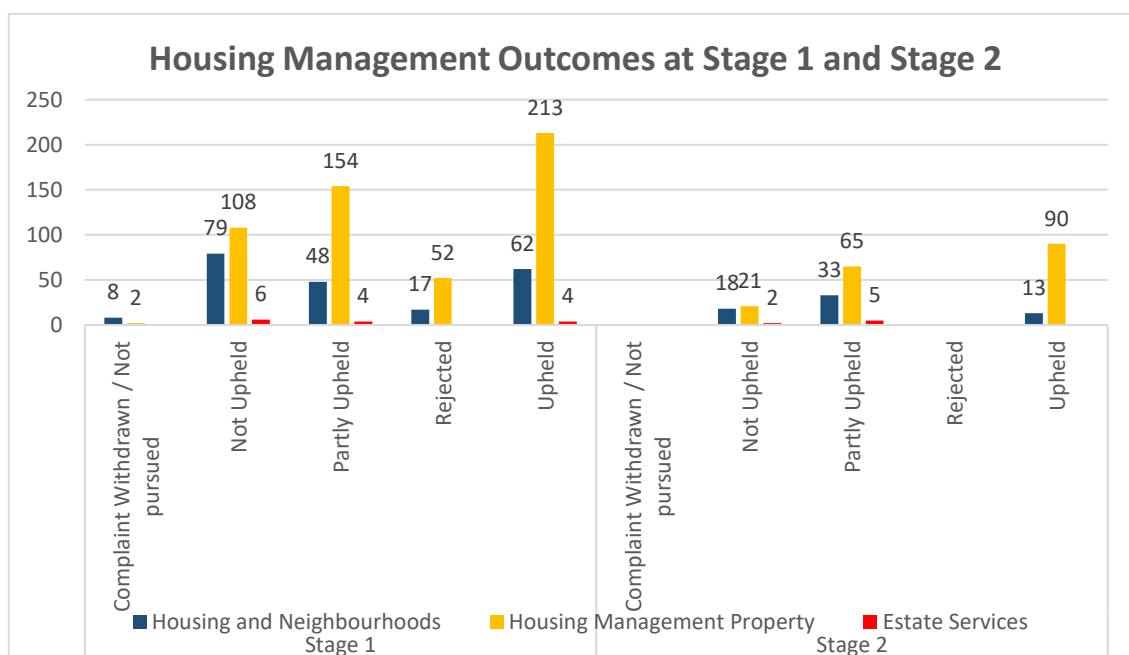
3.0.18 Overall, 116 complaints that were escalated to stage 2 were closed in 2024/2025. The most common reason for escalation was disagreement with

the stage 1 decision, with 45 complaints (39% of all complaints), followed by follow up actions not being carried out, 36 complaints (31% of all complaints), Stage 1 response did not address issues in full, with 22 complaints (19% of all complaints) and no or Insufficient compensation, with 13 complaints (11% of all complaints).



Complaint Outcomes

3.0.19 The chart below shows the outcome of complaints at stage 1 and final review stage:

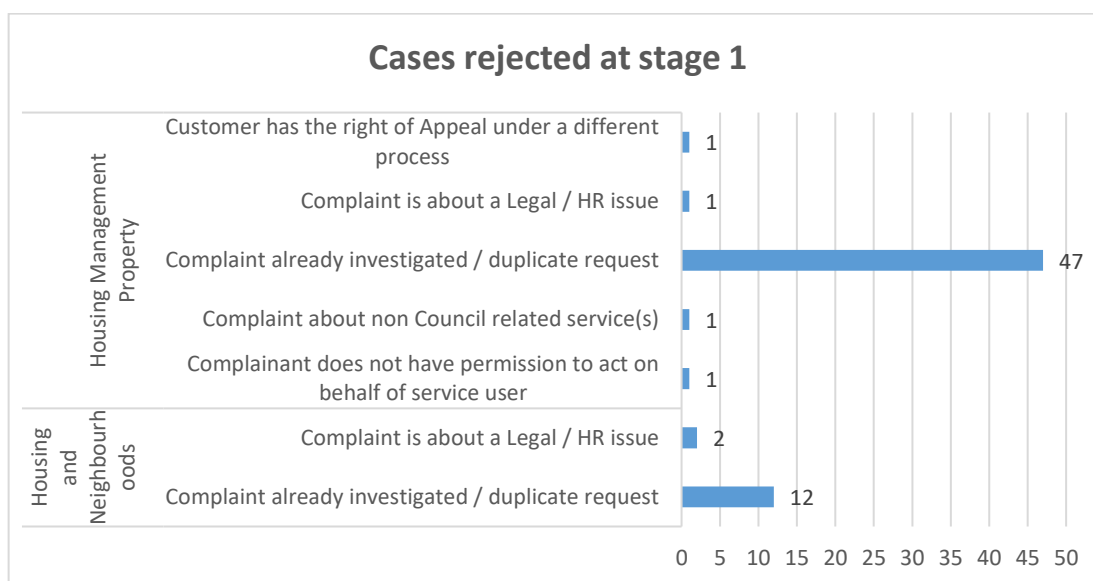


- 3.0.20 The Council has the following outcomes that can be selected on the Council's complaints system: Upheld, Partly Upheld, Not Upheld, Rejected and Complaint Withdrawn/Not pursued. Where a complaint is partly upheld, this means that there may have been an aspect of the complaint that was upheld but the main substance of the complaint was not upheld. This allows for better analysis to be carried out as to why complaints are upheld. However all complaints that are upheld or partly upheld are deemed upheld as there has still been some fault on the part of the Council.
- 3.0.21 At stage 1 of the complaints process, for Housing and Neighbourhoods, 48 complaints were partly upheld (22%) and 62 were upheld (29%), resulting in 51% of complaints being either upheld or partly upheld overall. Although this is similar to last year percentage wise, there were 110 complaints upheld or partly upheld compared to 66 in 2023/2024.
- 3.0.22 For Housing Management Property at stage 1, 154 complaints were partly upheld (29%) compared to 46 the previous year which equated to 10%. There were 213 upheld complaints (40%) compared to 270 complaints last year with an overall rate of 58%. Overall, 329 complaints were upheld or partly upheld in 2024/2025 resulting in a 69% uphold rate.
- 3.0.23 Estate Services closed 14 complaints in 2024/2025, partly upholding and upholding an equal number of complaints (4 complaints) providing an uphold rate of 57%.
- 3.0.24 Overall, 485 complaints were upheld out of 757 complaints closed in 2024/2025. This results in a 64% uphold rate which is an increase of 5% compared to 2023/2024.
- 3.0.25 At stage 2, for Housing and Neighbourhoods, 33 complaints were partly upheld (52%) and 13 were upheld (20%), meaning 72% of complaints were upheld or partly upheld.
- 3.0.26 For Housing Management Property, 65 complaints were partly upheld (37%) and 90 were upheld (51%). This means 88% of complaints were upheld or partly upheld which is the same as the previous year.
- 3.0.27 For Estate Services, 5 complaints were partly upheld and 2 complaints were not upheld at stage 2. This provides an uphold rate of 71%.
- 3.0.28 Overall, 83% of stage 2 complaints were upheld or partly upheld. This is a 5% increase from the previous year.
- 3.0.29 This again shows that there is a 19% increase in the complaints being upheld or partly upheld from stage 1 to stage 2 (same as last year). When looking at the stage 2 cases closed in 2024/2025 and comparing the stage 1 outcome with the stage 2 outcome, 21 complaints that were decided as not upheld were subsequently partly upheld or upheld at stage 2. This was broken down into 1 Estate Services complaint, 7 Housing and Neighbourhood complaints and 13 Housing Management Property complaints. This indicates that Housing

Management need to review the complaints more openly and accept where things have gone wrong and work to remedy the complaint to avoid escalation to stage 2.

- 3.0.30 The Complaints Service circulates all stage 2 responses to officers that were involved in the complaint investigation and the officer that responded at stage 1 so that stage 1 responses can be improved and lessons learnt.
- 3.0.31 Some service improvements identified at the final review stage have been included in point 14 - Learning from Complaints.

Complaints Rejected



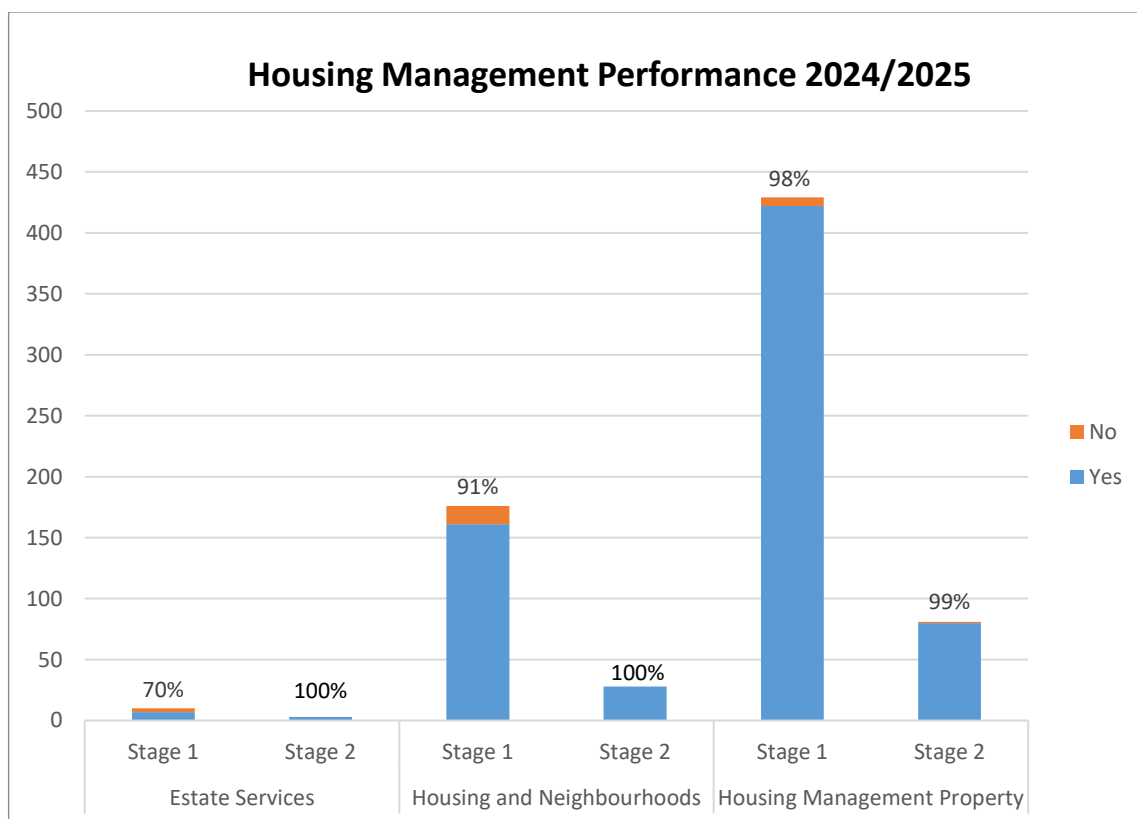
- 3.0.32 At stage 1, 65 complaints were rejected which is more than the 47 that were rejected last year. As seen in the chart above, the main reason for this was that the complaint had already been investigated or there was a duplicate complaint request. Residents are required to email the Complaints Service to escalate their complaints to stage 2 of the Council's complaint procedure however some residents raise the same complaint on the complaints database. We therefore need to reject the complaint on the database and escalate the original complaint to avoid duplication. Some residents will also try to raise the same complaint again although their complaint has already been through the complaints procedure. In this scenario, they would need to escalate their complaint further by approaching the Housing Ombudsman to make a final decision on the complaint. This was the reason for 91% of complaints rejected and for 59 complaint rejections overall across the Housing Management Services.
- 3.0.33 In addition, three complaints were rejected due to being about Legal or HR issues and therefore were investigated through different routes. Where the matter is already in Court, the Council is unable to investigate the complaint. Other reasons that cases were rejected included one complaint relating to non-Council related services, one complaint where the complainant did not have

consent to raise the complaint on behalf of the resident, and another complaint where there was a more appropriate avenue through an appeals process.

3.0.34 There was one escalation that was rejected as a response had already been provided under a separate complaint and therefore was a duplicate request.

Timeliness of Responses

3.0.35 The chart below shows complaint response times across the Housing Management Service in 2024/2025:



3.0.36 In 2024/2025, at stage 1, 98% of complaints from Housing Management Property were responded to on time, while 91% of Housing and Neighbourhoods complaints were responded to on time and 70% of Estate Services complaints were responded to within the expected timeframe. At stage 2, 99% of Housing Management Property complaints were responded to on time which is an increase of 3% compared with last year, and 100% of Housing and Neighbourhoods complaints and Estate Services complaints were responded to on time.

3.0.37 At stage 1, out of the 615 complaints due across the Housing Management Service, 590 were responded to on time. Of the 25 cases that were responded to outside of the relevant timescales, 10 were closed within two days of the deadline and 7 were closed within 1 day of the deadline. At stage 2, 99% of complaints were responded to on time, with this being the case for 111 of the 112 complaints due overall, so only one went outside of the required timescales. This was a complex case which eventually was escalated to the

Housing Ombudsman. The Ombudsman decided that the Council had satisfactorily resolved the resident's complaint and no further action was required.

Compensation

	Estate Services		Housing and Neighbourhoods		Housing Management Property	
	Total number of cases	Amount	Total number of cases	Amount	Total number of cases	Amount
Stage 1	0	£0	39	£7,489	221	£53,408
Stage 2	1	£50	16	£7,355	76	£41,485
Total	1	£50	55	£14,844	297	£94,893

3.0.38 One case involving Estate Services resulted in a £50 compensation payment at stage 2. The Housing and Neighbourhoods service issued similar compensation amounts at both stage 1 and stage 2; however, more than twice as many cases received compensation at stage 1 compared to stage 2. The Housing Management Property service paid out the highest total compensation, with £53,408 across 221 cases at stage 1 and £41,485 across 76 cases at stage 2.

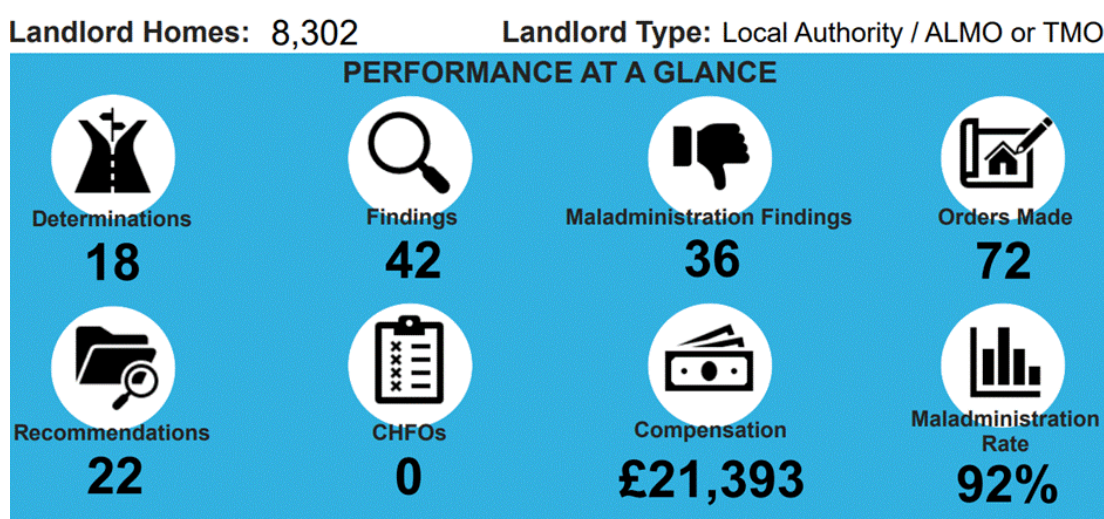
3.0.39 The Council paid a total of £109,787, in compensation in the year 2024/2025, comprising a total of 353 cases. At stage 1, compensation was awarded in 260 cases with a total of £60,897 compensation given overall. Stage 2 involved 93 cases, where £48,890 was awarded in compensation. The amount of compensation and cases that have been awarded compensation has increased compared to 2023/2024 which shows that we are willing to compensate and remedy complaints at an early stage and thus preventing further compensation at stage 2. In 2023/2024, £41,865 was paid at stage 1 which is an increase of almost £20k compared to this year. However, the amount of compensation at stage 2 has decreased by approximately £5k compared to this year.

3.0.40 The main reason recorded for awarding compensation, was due to delay or failure to provide service. This accounted for 217 cases at stage 1 and 81 cases at stage 2. This is 84% of the cases where compensation was awarded across stage 1 and stage 2. The other three main reasons for compensation being paid were for time and trouble which was the reason compensation was given in 23 cases across stage 1 and 2, distress was the reason given for awarding compensation in 16 cases and costs that were incurred by customer was the reason compensation was paid in 11 cases. Another reason for awarding compensation included incorrect actions. When awarding compensation, we credit a resident's rent account if they are in arrears, make direct payments to their bank or, if the amount awarded is under £500, compensation is awarded as a postal voucher to be claimed at any post office.

3.0.41 Compensation awarded by the Council is benchmarked against the Housing Ombudsman's remedies guidance.

Housing Ombudsman Decisions in 2023/2024

3.0.42 The Housing Ombudsman has not yet provided its annual report for 2024/2025 and therefore we are unable to report on cases that have been referred to it for this financial year. The Housing Ombudsman has however asked that the comments from their 2023/2024 report are included in the Council's annual report for 2024/2025. The table below has therefore been extracted from the Housing Ombudsman's 2023/2024 report on the Housing Management Service's performance. A copy of the Housing Ombudsman's performance report for Brent has been provided in Appendix 1.



3.0.43 The Housing Ombudsman decided eighteen Housing Management Service complaints in 2023/2024, with forty-two findings and thirty-six maladministration findings arising from these decisions. These resulted in seventy-two orders and twenty-two recommendations. There were no complaint handling failure orders (CHFOs) and no severe maladministration findings issued, both of which are positive outcomes.

3.0.44 A total of £21,393 compensation was recorded as having been ordered by the Housing Ombudsman during 2023/2024. Only £13,503 of this was additional compensation awarded by the Housing Ombudsman further to their investigations and decisions. £7,890 of the total compensation included in the total Housing Ombudsman figure of £21,393 had already been offered to complainants within the Council's complaints procedure.

3.0.45 The maladministration findings and orders are much higher than the previous year 2022/2023. This is mainly due to the number of determinations made compared to the previous year. In 2022/2023, the Housing Ombudsman made 8 determinations but in 2023/2024 there were more than double determinations made with 18 cases determined. In terms of the recommendations and orders, many of these had already been agreed during the Council's own complaints

process and the Ombudsman had asked the Council to complete these if we hadn't done so already.

3.0.46 The maladministration rate has however increased by 19% compared to the previous year and therefore more work needs to be done to improve this. This seems to be an issue across local authorities as Brent performed similarly when compared to similar landlords by size and type.

3.0.47 The table below provides a breakdown of the findings by category for 2023/2024.

Complaint Decision	Severe Maladministration	Maladministration	Service failure	Mediation	Redress	No Maladministration	Outside Jurisdiction	Withdrawn	Total
Property Condition	0	15	2	0	1	0	2	0	20
Complaints Handling	0	5	5	0	0	0	0	0	10
Anti-social behaviour	0	2	1	0	1	0	0	0	4
Estate Management	0	3	0	0	0	0	0	0	3
Reimbursement and Payments	0	0	2	0	0	0	0	0	2
Health and Safety (inc. building safety)	0	1	0	0	0	0	0	0	1
Moving to a Property	0	0	0	0	0	0	1	0	1
Occupancy Rights	0	0	0	0	0	1	0	0	1
TOTAL	0	26	10	0	2	1	1	0	42

3.0.48 The Council complied with all 68 of the Housing Ombudsman's orders due to be closed in 2023/2024, achieving a 100% compliance rate.

3.0.49 The Council use the learning from complaints to inform decisions on areas of improvement within the Housing Management Service. The Council also carry out an annual self-assessment against the Housing Ombudsman's Complaint Handling Code to ensure compliance with the Code. A copy of the self-assessment has been provided in Appendix 2.

3.0.50 The Housing Ombudsman has released a series of reports in which they have put the spotlight on issues identified through complaints that they have investigated and resolved. These have consisted of the following:

- Damp and Mould spotlight report – this report contained a number of recommendations for landlords. The Council therefore self-assessed against these recommendations and provided a copy of the results in the annual report for 2022/2023.
- Knowledge and Information Management spotlight report - the Council have also undertaken a self-assessment against the Housing Ombudsman spotlight report on Knowledge and Information Management, and this assessment has been included in Appendix 3.
- Attitudes, Respect and Rights spotlight report – the Council self-assessed against this report last year and the results have been included in Appendix 4.

Benchmarking Data

3.0.51 Due to the short timescale set by the Housing Ombudsman for submitting the annual report, it was not possible to benchmark Brent's performance against other councils' annual reports. However, the Housing Ombudsman's 2023/2024 Annual Complaints Review provides comparative data for similar landlords.

3.0.52 According to the report, the average maladministration rate for London councils was 77%, while Brent's rate stood at 92%, indicating a need for improvement. However, when compared with landlords of similar size and type, Brent's performance was broadly in line, suggesting that many landlords are facing similar challenges in reducing maladministration findings.

3.0.53 Notably, Brent recorded no severe maladministration findings in 2023/2024, compared to a London average of 9% for local authorities. In addition, the Council did not receive any Complaint Handling Failure Orders (CHFOs) during the same period. These outcomes are positive indicators that, despite the higher maladministration rate, there were no serious failings that warranted severe findings or formal intervention.

Customer Feedback and Engagement

3.0.54 The Transparency, Influence and Accountability Standard set out by the Regulator of Social Housing requires all registered providers of social housing to collect and report annually on their performance using Tenant Satisfaction Measures. These are a set of defined measures that provide residents with more transparency regarding their landlord's performance. Through this, we can engage with tenants and glean further information around their housing concerns and satisfaction levels. To note, leaseholders are not part of the sample for these measures.

3.0.55 Complaints are all about listening to and acting on feedback. The proportion of tenant respondents who reported making a complaint in the last 12 months and who are recorded as satisfied with their landlord's approach to complaints handling is 22.2%. This is a slight increase on the previous year, which was at 17.4% and continues to illustrate that this is an area needing significant, evidence-led improvement. Another useful measure is the proportion of tenant respondents who are satisfied that their landlord listens to views and acts upon them. This year we achieved 39.2% satisfaction, compared to last year at 35.2%, another very slight increase. We will continue to engage with the wider resident base to understand what drives their perceptions of our service and what we can do to improve.

3.0.56 One way we are doing that is by creating a resident complaints group, to co-design the improvements highlighted by our complaints handling review. The review was driven by resident insight including Tenant Satisfaction Measure data, wider performance data, a complaint handling survey, benchmarking data, and a scrutiny exercise on the quality of responses. We are confident that by bringing residents together consistently to drive change and hold us to account that we will make effective, sustainable changes to how we deliver complaints.

3.0.57 Tenants were also asked how satisfied or dissatisfied they were with the overall repairs service from the landlord over the last 12 months and the proportion of tenants who reported that they were satisfied with the repairs service was 51.3%. This is a decrease of 3.8% from last year and continues to demonstrate how important it is that we use complaint insights to make targeted service improvements to better the resident experience.

Learning from Complaints and Service Improvements

3.0.58 Feedback from residents offers important insights into what we do well and what can be improved.

3.0.59 Learning from the lived experiences of residents can help identify where services, policies and procedures can be improved, and this helps to ensure that senior managers are informed of issues that matter to residents. This also helps to improve communication and strengthen relationships.

3.0.60 As a result of complaints received by Brent Council, many service improvements have been implemented. Some of the service improvements that have been implemented by the Housing Management Service as a result of complaints include:

- a) Property Services and Pest Control putting in place a more robust communication process to facilitate a coordinated approach in tackling issues of infestation, not least those of a historic nature.
- b) Plain English training has been made mandatory to improve accessibility of our communications with residents across our processes

- c) We have provided training for housing officers to better manage noise nuisance reports
- d) We have updated our adaptations process to improve resident experience.
- e) We have updated the CRM database with PFI properties (Hyde properties where we are the landlords) so that customer services could better triage calls and cases as previously tenants would be advised to go to Hyde even if we were their landlord.
- f) To develop a more robust written procedure for dealing with decants as well as for cases where tenants have declined the initial offer or offers of decant accommodation made to them.
- g) The Housing Management Service to carry out a review and implement a written policy on the use of dehumidifiers
- h) Review process for highlighting health and safety issues identified by surveyors to senior management
- i) Review of the training provided to surveyors
- j) Housing and Neighbourhoods service to review the wording of future anti-social behaviour letters to ensure they are proportionate to the circumstances.

3.0.61 We have implemented a new case review tool to help identify and monitor learning from complaints. Once this is embedded across the service, we will confidently be able to report on the progress of service improvements which are being led by the relevant service areas.

3.0.62 In October 2024, we launched a full review into our complaints handling. The review aims to create a holistic housing management complaints service which advocates for residents, puts things right, helps to rebuild trust, and that learns from its failings and improves to prevent failings happening again. The actions for improvement span from system improvements, internal guidance, training and campaigns, governance and performance monitoring – and makes crucial changes to the way the service is delivered to remove points of failure. This review is not about finding quick fixes or seeking an unjustified reduction in complaints, we want to set up an accessible and effective complaints process and a positive complaint culture embed across our services. Once we have full assurance that our complaint handling is robust, we can then focus on delivering measurable service improvements taken from our complaints learning.

3.0.63 Findings from the review, and learning from this years' complaint data, will be compiled in a Housing Management Complaint Handling Review report, which

will be taken through the governance structures following the Corporate Complaints Annual Report.

3.0.64 Following the Council's annual Complaint Handling Code compliance submission on 28 June 2024, the Housing Ombudsman has reviewed the Council's complaints policy. Their review focussed on ensuring landlords have met the requirements of the Code based on what residents can reasonably expect to be included in a policy document.

3.0.65 Their review identified twelve recommendations for the Council to consider. The Council has accepted all 12 recommendations and has updated its complaints policy to reflect the changes. A copy of the updated policy can be found in Appendix 5.

4.0 Stakeholder and ward member consultation and engagement

4.1 This report will be discussed at Cabinet and the relevant scrutiny committees.

5.0 Financial Considerations

5.1 The details provided on compensation payments in sections 3.0.38 - 3.0.40 and throughout this report reflect the monetary impact of not getting things right the first time as an organisation and the need to improve the customer experience thus minimising the financial penalties incurred by the Council.

5.2 The total compensation offered for Housing Management complaints during the Council's own complaint procedures in 2024/2025 was £109,787 (353 cases), which is an increase of 14% compared to the previous year. The costs implications and budgetary impacts to the Council are being continuously monitored.

6.0 Legal Considerations

6.1 Complaints concerning Housing Management fall under the Housing Ombudsman. The Ombudsman is the final stage in the complaints process, where an individual has complained to the Council and remains dissatisfied with the outcome.

6.2 The Complaint Handling Code became statutory on 1 April 2024, meaning that the Council is obliged by law to follow the requirements set out in the Code. The Social Housing (Regulation) Act 2023 places a duty on the Housing Ombudsman to monitor compliance with the statutory Complaint Handling Code. The Council's Complaints Policy was updated to take account of these changes.

7.0 Equity, Diversity & Inclusion (EDI) Considerations

7.1 Under Section 149 of the Equality Act 2010, the Council has a duty when exercising their functions to have 'due regard' to the need:

- (a) to eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited under the Act;
- (b) advance equality of opportunity; and
- (c) foster good relations between those who share a “protected characteristic” and those who do not.

7.2 This is the Public Sector Equality Duty (PSED). The ‘protected characteristics’ are: age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, sex, and sexual orientation.

7.3 Although there have been no equality implications identified as a result of this report, the Council is improving the way in which equalities data is captured and analysed so it can be used to identify issues that may disproportionately affect different equality groups.

8.0 Climate Change and Environmental Considerations

8.1 Not applicable

9.0 Human Resources/Property Considerations (if appropriate)

9.1 Not applicable

10.0 Communication Considerations

10.1 The Housing Ombudsman issues spotlight reports to address thematic issues and publishes a monthly report on cases of severe maladministration by landlords. Although the Council has not been featured in any of these reports, it is imperative that we learn from these reports to avoid severe maladministration decisions in the future.

10.2 The Council continues to advertise its complaints policy on the Council’s website and in correspondence with residents. A copy of the Council’s self-assessment against the Housing Ombudsman’s complaint handling Code is also available on the Council’s website along with a copy of this report once it has been through the relevant governance procedures. Comments from Cabinet in relation to the report will be included.

Report sign off:

Minesh Patel

Corporate Director of Finance and Resources

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Housing
Ombudsman Service

LANDLORD PERFORMANCE REPORT

2023/2024

London Borough of Brent

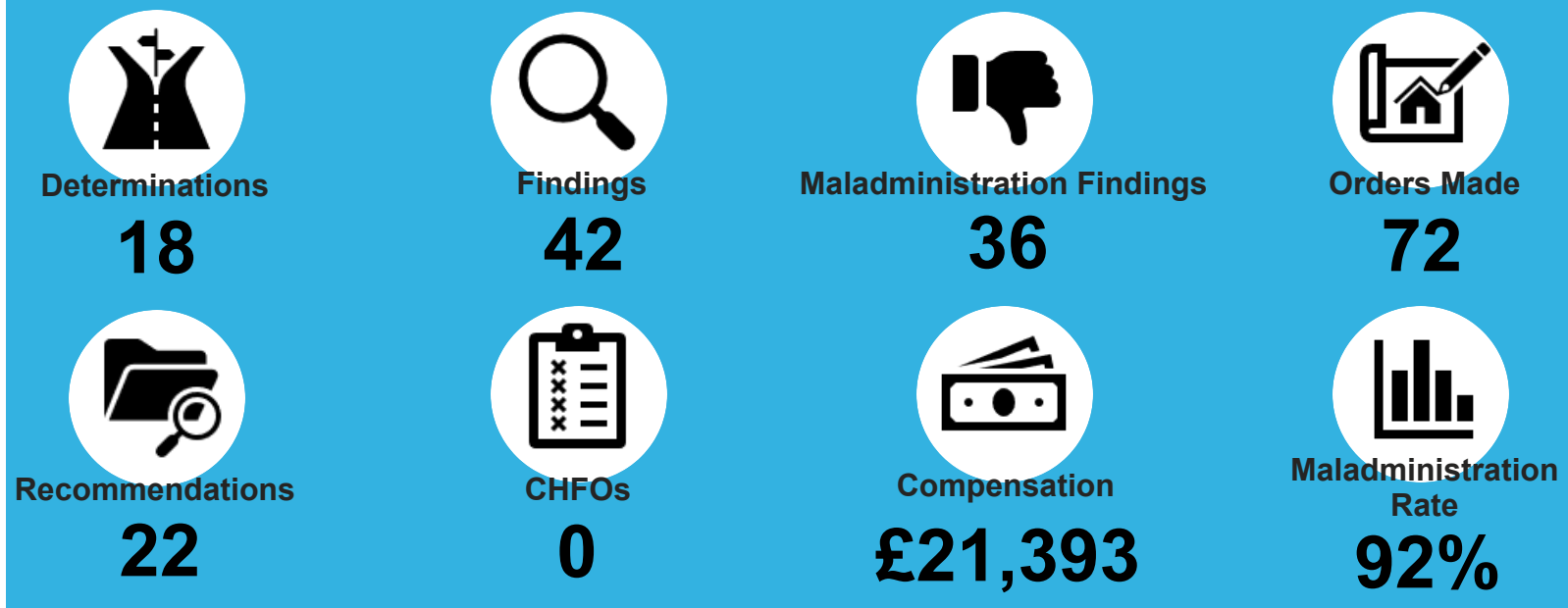
[London Borough of Brent](#)

Landlord: London Borough of Brent

Landlord Homes: 8,302

Landlord Type: Local Authority / ALMO or TMO

PERFORMANCE AT A GLANCE



PERFORMANCE 2022-2023



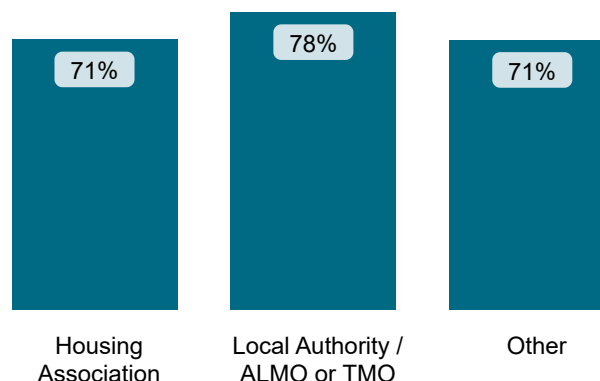
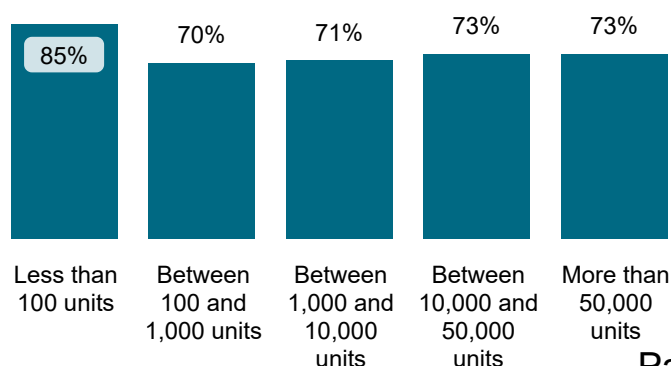
Maladministration Rate **Comparison** | Cases determined between April 2023 - March 2024

NATIONAL MALADMINISTRATION RATE: 73%

The landlord performed similarly when compared to similar landlords by size and type.

National Mal Rate by Landlord Size: Table 1.1

by Landlord Type: Table 1.2



Findings Comparison | *Cases determined between April 2023 - March 2024*

National Performance by Landlord Size: Table 2.1

Outcome	Less than 100 units	Between 100 and 1,000 units	Between 1,000 and 10,000 units	Between 10,000 and 50,000 units	More than 50,000 units	Total
Severe Maladministration	14%	6%	4%	8%	7%	7%
Maladministration	35%	37%	41%	42%	43%	42%
Service failure	18%	19%	20%	18%	19%	19%
Mediation	0%	0%	1%	1%	1%	1%
Redress	0%	5%	7%	8%	12%	9%
No maladministration	12%	21%	20%	15%	12%	15%
Outside Jurisdiction	22%	11%	8%	7%	5%	7%
Withdrawn	0%	0%	0%	0%	0%	0%

London Borough of Brent	
Outcome	% Findings
Severe Maladministration	0%
Maladministration	62%
Service failure	24%
Mediation	0%
Redress	5%
No maladministration	2%
Outside Jurisdiction	7%
Withdrawn	0%

National Performance by Landlord Type: Table 2.2

Outcome	Housing Association	Local Authority / ALMO or TMO	Other	Total
Severe Maladministration	6%	9%	6%	7%
Maladministration	41%	45%	36%	42%
Service failure	19%	18%	21%	19%
Mediation	1%	1%	0%	1%
Redress	12%	4%	5%	9%
No maladministration	15%	15%	21%	15%
Outside Jurisdiction	6%	9%	11%	7%
Withdrawn	0%	0%	0%	0%

Outcome	% Findings
Severe Maladministration	0%
Maladministration	62%
Service failure	24%
Mediation	0%
Redress	5%
No maladministration	2%
Outside Jurisdiction	7%
Withdrawn	0%

Landlord Findings by Category | *Cases determined between April 2023 - March 2024*

Table 2.3

Category	Severe Maladministration	Maladministration	Service failure	Mediation	Redress	No maladministration	Outside Jurisdiction	Withdrawn	Total
Property Condition	0	15	2	0	1	0	2	0	20
Complaints Handling	0	5	5	0	0	0	0	0	10
Anti-Social Behaviour	0	2	1	0	1	0	0	0	4
Estate Management	0	3	0	0	0	0	0	0	3
Reimbursement and Payments	0	0	2	0	0	0	0	0	2
Health and Safety (inc. building safety)	0	1	0	0	0	0	0	0	1
Moving to a Property	0	0	0	0	0	0	1	0	1
Occupancy Rights	0	0	0	0	0	1	0	0	1
Total	0	26	10	0	2	1	3	0	42

Findings by Category Comparison | Cases determined between April 2023 - March 2024

Top Categories for London Borough of Brent

Table 3.1

Category	# Landlord Findings	% Landlord Maladministration	% National Maladministration
Property Condition	18	94%	73%
Complaints Handling	10	100%	84%
Anti-Social Behaviour	4	75%	68%

National Maladministration Rate by Landlord Size:

Table 3.2

Category	Less than 100 units	Between 100 and 1,000 units	Between 1,000 and 10,000 units	Between 10,000 and 50,000 units	More than 50,000 units	% Landlord Maladministration
Anti-Social Behaviour	71%	61%	60%	67%	75%	75%
Complaints Handling	100%	87%	87%	86%	81%	100%
Property Condition	75%	63%	72%	74%	74%	94%

National Maladministration Rate by Landlord Type:

Table 3.3

Category	Housing Association	Local Authority / ALMO or TMO	Other	% Landlord Maladministration
Anti-Social Behaviour	68%	69%	67%	75%
Complaints Handling	81%	91%	91%	100%
Property Condition	72%	77%	59%	94%

Findings by Sub-Category | Cases Determined between April 2023 - March 2024

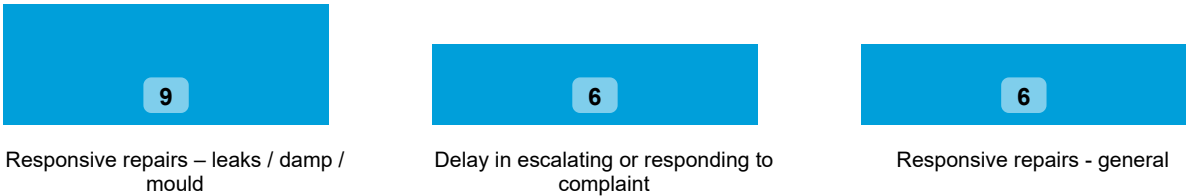
Table 3.4

Highlighted Service Delivery Sub-Categories only:

Sub-Category	Severe Maladministration	Maladministration	Service failure	Mediation	Redress	No maladministration	Outside Jurisdiction	Withdrawn	Total
Responsive repairs – leaks / damp / mould	0	8	0	0	1	0	0	0	9
Responsive repairs - general	0	5	1	0	0	0	0	0	6
Noise	0	1	0	0	1	0	0	0	2
Asbestos	0	1	0	0	0	0	0	0	1
Pest control (within property)	0	1	0	0	0	0	0	0	1
Total	0	16	1	0	2	0	0	0	19

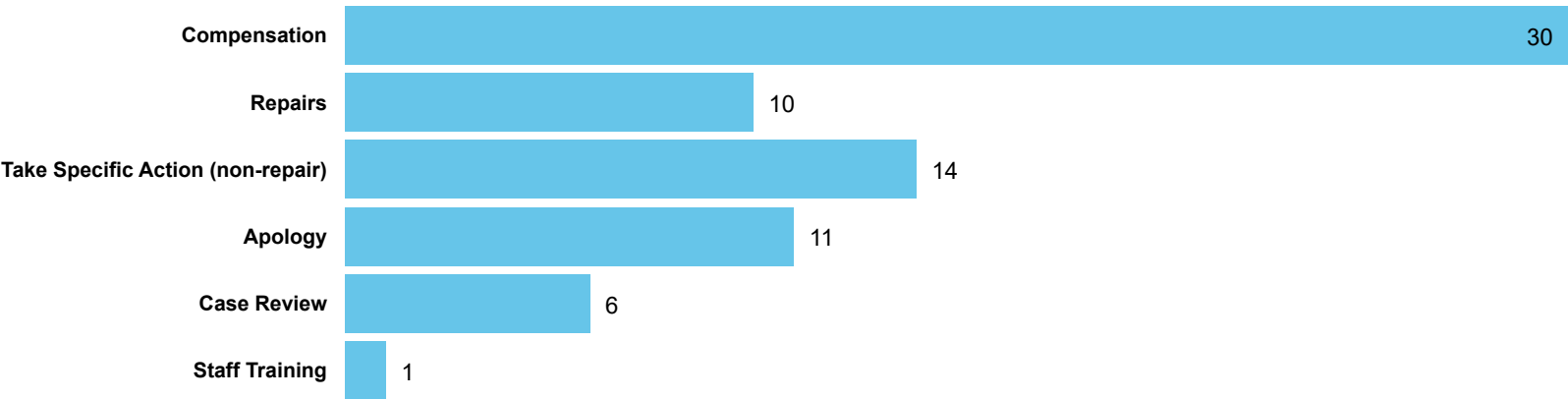
Top Sub-Categories | Cases determined between April 2023 - March 2024

Table 3.5



Orders Made by Type | Orders on cases determined between April 2023 - March 2024

Table 4.1



Order Compliance | Order target dates between April 2023 - March 2024

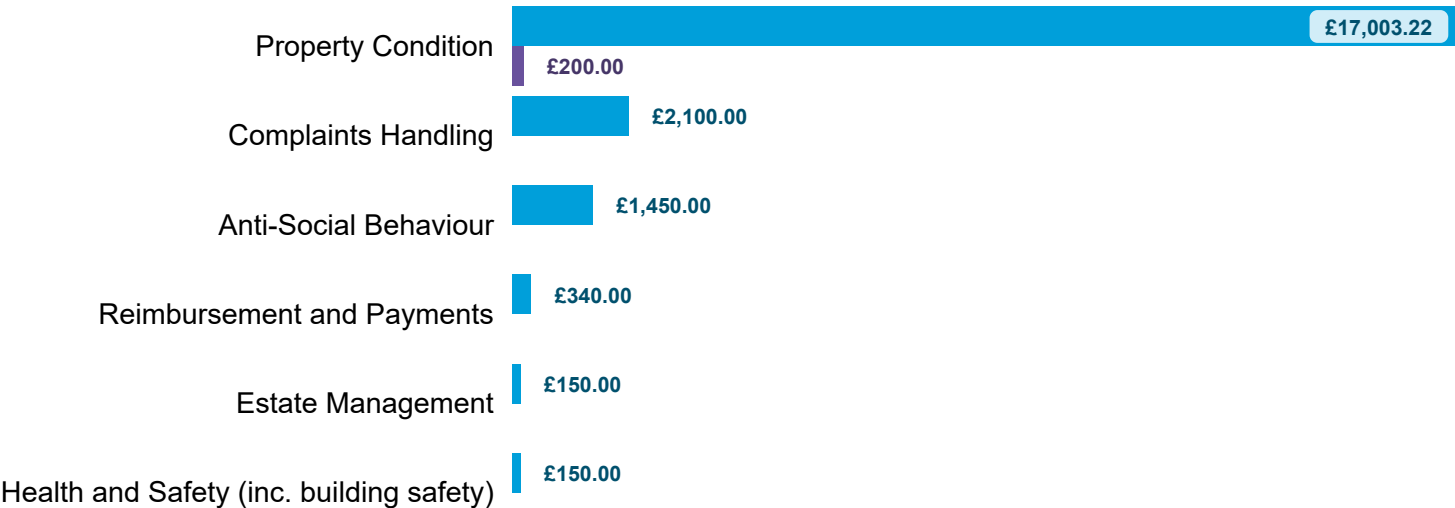
Table 4.2

Order Complete?	Within 3 Months	
	Count	%
Complied	68	100%
Total	68	100%

Compensation Ordered | Cases Determined between April 2023 - March 2024

Table 5.1

Ordered Recommended



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Appendix A: Self-assessment form

This self-assessment form should be completed by the complaints officer and it must be reviewed and approved by the landlord's governing body at least annually.

Once approved, landlords must publish the self-assessment as part of the annual complaints performance and service improvement report on their website. The governing body's response to the report must be published alongside this.

Landlords are required to complete the self-assessment in full and support all statements with evidence, with additional commentary as necessary.

We recognise that there may be a small number of circumstances where landlords are unable to meet the requirements, for example, if they do not have a website. In these circumstances, we expect landlords to deliver the intentions of the Code in an alternative way, for example by publishing information in a public area so that it is easily accessible.

Section 1: Definition of a complaint

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
1.2	A complaint must be defined as: <i>‘an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the landlord, its own staff, or those acting on its behalf, affecting a resident or group of residents.’</i>	Yes	Complaints Policy (Under point 3.1)	The definition in the Complaints Policy reads: “A complaint is defined as an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual or several individuals.” The reference to residents has been removed as anyone can make a complaint, not just residents.
1.3	A resident does not have to use the word ‘complaint’ for it to be treated as such. Whenever a resident expresses dissatisfaction landlords must give them the choice to make complaint. A complaint that is submitted via a third party or representative must be handled in line with the landlord’s complaints policy.	Yes	Complaints Policy (Under point 3.1 & 3.2)	Residents do not have to use the word complaint for it to be treated as one and a complaint submitted via a third party or representative is handled in line with the Council’s complaints policy. As per the policy and definition above, a complaint could be made about the following: <ul style="list-style-type: none"> • Delay in taking action without good reason • Failure to provide a service • Mistakes in the way a decision was taken • Not following the law or the Council’s own rules • Broken promises • Giving incorrect or misleading

				<p>information</p> <ul style="list-style-type: none"> • Bias or discrimination • Rude, unhelpful or inappropriate behaviour by staff • Poor communication <p>Complaint training provided to staff also reiterates that residents do not have to use the word 'complaint' for it to be treated as such.</p> <p><u>Recommendations following Complaint Learning Review:</u></p> <ul style="list-style-type: none"> • Workshops, training and guidance to improve our tolerance of dissatisfaction, and how we are identifying and recording potential complaints. • An internal campaign, using case studies, to improve identification of dissatisfaction due to potential service failings and strengthen root cause analysis.
1.4	Landlords must recognise the difference between a service request and a complaint. This must be set out in their complaints policy. A service request is a request from a resident to the landlord requiring action to be taken to put something right. Service requests are not	Yes	<p><u>Complaints Policy</u></p> <p>(Under point 3.1)</p>	The Council recognises the difference between a complaint and a service request. It mentions in its Complaints Policy, "Some issues do not fall within the category of a complaint and are more appropriately dealt with as a service request. This can include instances where a customer is 'complaining' about a

	complaints, but must be recorded, monitored and reviewed regularly.			<p>problem that the Council has not created, such as neighbour noise nuisance. The same can be true for a 'complaint' received to report a repair request. These are requests to the Council for appropriate action to be taken."</p> <p><u>Recommendations following Complaint Learning Review:</u></p> <ul style="list-style-type: none"> • Workshops, training and guidance to improve our triaging of dissatisfaction and recording of potential complaints. • An internal campaign, using case studies, to stop the reliance on service requests. • Monitoring of service requests will be added to all casework conversations and used to improve our customer access. First analysis to be published in our Housing Management Complaints Performance Review later this year.
1.5	A complaint must be raised when the resident expresses dissatisfaction with the response to their service request, even if the handling of the service request remains ongoing. Landlords must not stop their efforts to address the service request if the resident complains.	Yes	<p><u>Complaints Policy</u></p> <p>(Under point 3.1)</p>	The Council will log a complaint where the complainant is not happy with the way in which their service request/s has/have been handled. The Council will continue to take action on the requests raised whilst the complaint is being investigated.

1.6	An expression of dissatisfaction with services made through a survey is not defined as a complaint, though wherever possible, the person completing the survey should be made aware of how they can pursue a complaint if they wish to. Where landlords ask for wider feedback about their services, they also must provide details of how residents can complain.	Yes	Awareness of complaints process in tenant satisfaction surveys	The Council will outline where appropriate, how a resident can raise a complaint should they express dissatisfaction through a survey or any other feedback mechanism. We will include in our tenant satisfaction surveys information on how residents can pursue any dissatisfaction with the service they have received through the complaints process.
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Section 2: Exclusions

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
2.1	Landlords must accept a complaint unless there is a valid reason not to do so. If landlords decide not to accept a complaint they must be able to evidence their reasoning. Each complaint must be considered on its own merits	Yes	Complaints Policy (Under point 8.1)	<p>The Council accepts all complaints unless there is a valid reason not to, including where it falls within Appendix 1 of the Complaints Policy.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Reinforce in training and guidance • To be added as an assessment point on the complaints audit programme

2.2	<p>A complaints policy must set out the circumstances in which a matter will not be considered as a complaint or escalated, and these circumstances must be fair and reasonable to residents. Acceptable exclusions include:</p> <ul style="list-style-type: none"> • The issue giving rise to the complaint occurred over twelve months ago. • Legal proceedings have started. This is defined as details of the claim, such as the Claim Form and Particulars of Claim, having been filed at court. • Matters that have previously been considered under the complaints policy. 	Yes	<p>Complaints Policy</p> <p>(Under point 3.4)</p>	<p>The Complaints Policy clearly outlines what can and cannot be considered under the Council's complaints process. The circumstances are fair and reasonable and in line with Housing Ombudsman guidance.</p>
2.3	<p>Landlords must accept complaints referred to them within 12 months of the issue occurring or the resident becoming aware of the issue, unless they are excluded on other grounds. Landlords must consider whether to apply discretion to accept complaints made outside this time limit where there are good reasons to do so.</p>	Yes	<p>Complaints Policy</p> <p>(Under point 3.4)</p>	<p>The Council accepts complaints that are made within 12 months of the issue occurring or the complainant becoming aware of the issue unless they are excluded on other grounds. There may be occasions where the Council will apply discretion to investigate complaints which exceed the 12 months period. The Complaints Policy states: "The Council will accept complaints made within 12 months of the issue occurring or the individual being made aware of the issue, unless</p>

				<p>excluded on other grounds such as the ones outlined in section 8.1 of this policy. The Council will not normally accept a complaint where the customer has delayed raising the complaint with the Council by more than 12 months.</p> <p>The Council recommends that contact is made as soon as possible, to ensure access to data is readily available. Complaints exceeding 12 months will be considered on a case by case basis.”</p>
2.4	<p>If a landlord decides not to accept a complaint, an explanation must be provided to the resident setting out the reasons why the matter is not suitable for the complaints process and the right to take that decision to the Ombudsman. If the Ombudsman does not agree that the exclusion has been fairly applied, the Ombudsman may tell the landlord to take on the complaint.</p>	Yes	<p>Complaints Policy</p> <p>(Under point 3.4)</p>	<p>If a complaint is not to be considered, the resident will still receive a response detailing reasons why the complaint cannot be considered and the response will include escalation rights.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Reinforce in training and guidance • To be added as an assessment point on the complaints audit programme
2.5	<p>Landlords must not take a blanket approach to excluding complaints; they must consider the individual circumstances of each complaint.</p>	Yes	<p>Complaints Policy</p> <p>(Under point 3.4)</p>	<p>The Council will consider complaints exceeding 12 months on a case by case basis. This is noted in the Complaints Policy. We also have a Vexatious Complaints Policy which we follow but this again will consider individual circumstances of the case.</p>

Section 3: Accessibility and Awareness

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
3.1	Landlords must make it easy for residents to complain by providing different channels through which they can make a complaint. Landlords must consider their duties under the Equality Act 2010 and anticipate the needs and reasonable adjustments of residents who may need to access the complaints process.	Yes	Complaints Policy (Under point 3.3)	<p>Complaints can be raised via email, in person, by telephone or using the online form or portal. They can also be submitted via a Councillor or directly to officers if the resident asks for an issue to be processed through the complaints process. We accept all forms of communication including verbal, written or online.</p> <p>The Council is committed to ensuring that all residents can access its services and are not disadvantaged in any way. Below are some of the adjustments that can be offered which are outlined in the Council's Complaints Policy:</p> <ul style="list-style-type: none"> • use of email or telephone in preference to hard copy letters • use of plain English or Easy Read service on our website • communication through a representative or intermediary • rest or comfort breaks in meetings. • provision of information in appropriate alternative formats (eg. large print, Braille, coloured paper etc.) • provision of auxiliary aids

				<p>The Equality Act 2010 introduced the Public Sector Equality Duty (PSED) which the Council considers when carrying out day-to-day functions, crafting policies and delivering services. All staff undertake equality and diversity training, which is part of the Council's essential training programme. The Council's Equalities Strategy Lead officer is currently undertaking an overarching piece of work which is reviewing accessibility to the Council – not just in terms of physical access but also looking at how residents and customers are able to interact with us and access services/support based on, for example, our use of language in corporate materials. Our Equalities Strategy, due for circulation next year alongside our Borough Plan, will set out a detailed approach on how we aim to remove inequalities and build a better, stronger, more inclusive Brent.</p> <p><u>Recommendations following Complaint Learning Review:</u></p> <ul style="list-style-type: none"> • Plans to consult and co-design improvements with the resident complaints group • Complaints campaign during resident summer roadshows 'how to make a
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				complaint' <ul style="list-style-type: none"> • Improved website content • Improving internal guidance on routes to complaint and support that may be required by residents
3.2	Residents must be able to raise their complaints in any way and with any member of staff. All staff must be aware of the complaints process and be able to pass details of the complaint to the appropriate person within the landlord.	Yes	Complaints are accepted in person, on the phone, via email and social media channels	Officers within the Council are made aware of the complaints process. Services know how to log their own complaints and there is a corporate team within the Council to offer assistance and provide training. The Housing Department have a dedicated team who log all housing complaints. Recommendations following Complaint Learning Review: <ul style="list-style-type: none"> • New Housing Complaints Guidance • Housing Services Complaint Handlers Teams area • Potential development of a staff form to support residents to make their complaint
3.3	High volumes of complaints must not be seen as a negative, as they can be indicative of a well-publicised and accessible complaints process. Low complaint volumes are potentially a sign that residents are unable to complain.	Yes	We provide this narrative in our Annual Complaints Report	The Council welcomes complaints as a way of learning and agrees that the number of complaints is not indicative of a high number of issues within the borough, it can demonstrate awareness of the complaints process. Recommendations following Complaint Learning Review:

				<ul style="list-style-type: none"> • Directly addressing this message as part of the project which is championing different metric e.g. reducing number of escalated and upheld complaints, as opposed to lowering volumes • Realigning data and performance information with resident outcomes • Extensive ongoing data validation and system changes to ensure complaint volumes are accurate • Complaints campaign during resident summer roadshows ‘how to make a complaint’ • Development of a complaints comms plan
3.4	Landlords must make their complaint policy available in a clear and accessible format for all residents. This will detail the two stage process, what will happen at each stage, and the timeframes for responding. The policy must also be published on the landlord’s website.	Yes	Complaints Policy (Under point 7.1) How to make a complaint Brent Council	Our complaint policy is available on the Council’s website in a clear and accessible format for all residents. The policy is available with voiceover, and can be translated from the toolbar in a number of languages, viewed using screen mask or with enlarged text. The policy explains the complaint stages, what will happen at each stage, and timeframes for a response. The policy also explains “The Council will consider and try to accommodate as far as possible any requests to provide the policy and any other relevant documents in an accessible format.”

				Recommendations following Complaint Learning Review: <ul style="list-style-type: none"> • housing specific complaint webpage to make it clearer for our residents, with simplified information and tested for reading age • Potential to explore other mechanisms e.g. infographics, video etc, to be co-designed with the resident complaints group
3.5	The policy must explain how the landlord will publicise details of the complaints policy, including information about the Ombudsman and this Code.	Yes	Complaints Policy (Under point 7)	<p>The Complaints Policy explains how we publicise details of the policy, contains information on the Housing Ombudsman and the Code. A copy of the Council's self-assessment of the code and the Code itself are all publicised on the Council's complaints webpages. Our final review complaint responses also signpost residents to the Housing Ombudsman should they remain dissatisfied. The Housing Management Service will include in regular correspondence (leaflets, posters, newsletters) details of the Housing Ombudsman and Complaints Handling Code as well as the Complaints Policy.</p> <p>The Housing Management Service will also be providing information on notice boards within Council blocks, at Resident Associations and will insert an advert banner on all their emails to residents for</p>

				short periods across the year promoting the complaints process.
3.6	Landlords must give residents the opportunity to have a representative deal with their complaint on their behalf, and to be represented or accompanied at any meeting with the landlord.	Yes	Complaints Policy (Under point 3.2)	The Council accept complaints from advocates, a representative or family member as long as consent from the complainant has been provided. Where reasonable they are also able to attend any meetings.
3.7	Landlords must provide residents with information on their right to access the Ombudsman service and how the individual can engage with the Ombudsman about their complaint.	Yes	Complaints Policy (Under point 3.7)	<p>Contact details for the Housing Ombudsman are available on the Council's webpages and a direct link to the Ombudsman website is also provided. The Complaints Policy details a complainant's right to access the Housing Ombudsman Service throughout their complaint. Our final review complaint responses also signpost residents to the Housing Ombudsman should they remain dissatisfied.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • The resident newsletter introduced in 2025 to include regular messaging around complaints and the Housing Ombudsman • Complaints campaign 'how to make a complaint' • Review of tenancy sign up information is ongoing and checking complaints

				information will feature as part of this review
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Section 4: Complaint Handling Staff

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
4.1	Landlords must have a person or team assigned to take responsibility for complaint handling, including liaison with the Ombudsman and ensuring complaints are reported to the governing body (or equivalent). This Code will refer to that person or team as the 'complaints officer'. This role may be in addition to other duties.	Yes	We have a Corporate Complaints team who report to the governing body.	<p>The Housing Management Service have a dedicated support team and a Complaints Officer managing complaints. In addition, our principal repairs contractor has a dedicated complaints officer and we have weekly complaints meetings to address lessons learnt from complaints and work on next steps. The Council also have a corporate complaints team that monitor and track all complaints received by the Council. The corporate complaints team compile complaint reports to Cabinet on a yearly basis.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Creation of a new Teams are for all Housing Services Complaint Handlers' i.e. anyone who is involved in our residents' complaints • Ongoing review of how complaints are monitored and coordinated across

				Housing Services and beyond to the other teams and contractors who provide landlord services
4.2	The complaints officer must have access to staff at all levels to facilitate the prompt resolution of complaints. They must also have the authority and autonomy to act to resolve disputes promptly and fairly.	Yes	The Corporate Complaints team interact with staff at all levels and have the authority and autonomy to resolve complaints. The team also hold a compensation budget for stage 2 complaints	All complaint handlers receive training on dealing with complaints and complainants. They have autonomy to resolve complaints and approve lower level compensation payments. There is also direct access to senior staff to facilitate quick resolution and approve higher level payments or complex remedies.
4.3	Landlords are expected to prioritise complaint handling and a culture of learning from complaints. All relevant staff must be suitably trained in the importance of complaint handling. It is important that complaints are seen as a core service and must be resourced to handle complaints effectively	Yes	Complaint Handling training is provided to officers	<p>All relevant staff are suitably trained to handle complaints. Services are reasonable resourced to handle complaints and we have a corporate complaints team which is a core service that delivers refresher training sessions for staff across the Council.</p> <p><u>Recommendations following Complaint Learning Review:</u></p> <ul style="list-style-type: none"> • New Ombudsman Review tool to be implemented- review learning from positive feedback received • Further mandatory training for all complaint handlers and monitoring of attendance to be introduced • Creation of a new Teams group for all Housing Services Complaint Handlers' i.e. anyone who is involved in our residents' complaints to keep reaffirming

				key messages
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Section 5: The Complaint Handling Process

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
5.1	Landlords must have a single policy in place for dealing with complaints covered by this Code. Residents must not be treated differently if they complain.	Yes	Complaints Policy	<p>The Council has one single Policy for dealing with complaints which details all the necessary information in regards to the management of complaints. All complainants are treated fairly and in line with the policy. They are not treated adversely if they complain.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Introduction of new Housing Complaints guidance document to clarify specific information for staff and residents
5.2	The early and local resolution of issues between landlords and residents is key to effective complaint handling. It is not appropriate to have extra named stages (such as 'stage 0' or 'informal complaint') as this causes unnecessary confusion.	Yes	Complaints Policy (Under point 3.5)	The Council has one single complaints process which has two stages. The policy outlines how complaints will be dealt with.
5.3	A process with more than two stages is not acceptable under any	Yes	Complaints Policy	The Council operates a two stage complaint process.

	circumstances as this will make the complaint process unduly long and delay access to the Ombudsman.			
5.4	Where a landlord's complaint response is handled by a third party (e.g. a contractor or independent adjudicator) at any stage, it must form part of the two stage complaints process set out in this Code. Residents must not be expected to go through two complaints processes.	Yes	We have agreements in place with contractors in relation to complaints handling	<p>We ask any third parties to whom we have delegated complaint handling to respond at stage 1 of the process and if the complainant remains dissatisfied they have a right to escalate to stage 2 in which the Council will investigate and respond.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Full mapping exercise to clarify where responsibilities sit with third parties and strengthen our monitoring of this
5.5	Landlords are responsible for ensuring that any third parties handle complaints in line with the Code.	Yes	This is included in our third party agreements	<p>We provide third parties with the process which they must follow and ask that they handle complaints in line with the Code. We also hold regular meetings with our contractors to discuss volumes and complaints handling.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Full mapping exercise to clarify where responsibilities sit with third parties and strengthen our monitoring of this
5.6	When a complaint is logged at Stage 1 or escalated to Stage 2,	Yes	Complaints Policy	Complaint acknowledgements include a brief summary of the area of complaint and

	landlords must set out their understanding of the complaint and the outcomes the resident is seeking. The Code will refer to this as “the complaint definition”. If any aspect of the complaint is unclear, the resident must be asked for clarification.		(Under point 3.5) Complaint acknowledgements have been updated to reflect this	<p>officers dealing with the complaint will promptly contact the complainant to request clarification if any aspect of their complaint is unclear or should the outcome the resident is seeking also not be clear. This has been explained in the policy “complaints are logged, defined and acknowledged within 5 working days of the complaint being received. The acknowledgement will include our understanding of the complaint, the outcomes that are being sought, which aspects the Council is or isn’t responsible for and if there are any aspects that are unclear clarification will be sought.”</p> <p><u>Recommendations following Complaint Learning Review:</u></p> <ul style="list-style-type: none"> • Reinforced through training and guidance • To be added as an assessment point on the complaints audit programme • Closer monitoring on those that receive a second auto acknowledgement to be implemented to prevent non-compliance
5.7	When a complaint is acknowledged at either stage, landlords must be clear which aspects of the complaint they are, and are not,	Yes	<u>Complaints Policy</u> (Under point 3.5)	Complaint acknowledgements make clear what aspects of the complaint are to be investigated and confirm any aspects that fall outside of the policy or aspects for which we are not responsible.

	responsible for and clarify any areas where this is not clear.		Complaint acknowledgements have been updated to reflect this	<p>This has been explained in the policy “complaints are logged, defined and acknowledged within 5 working days of the complaint being received. The acknowledgement will include our understanding of the complaint, the outcomes that are being sought, which aspects the Council is or isn’t responsible for and if there are any aspects that are unclear clarification will be sought.”</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Reinforced through training and guidance • To be added as an assessment point on the complaints audit programme
5.8	<p>At each stage of the complaints process, complaint handlers must:</p> <ol style="list-style-type: none"> deal with complaints on their merits, act independently, and have an open mind; give the resident a fair chance to set out their position; take measures to address any actual or perceived conflict of interest; and consider all relevant information and evidence carefully. 	Yes	<p>Complaints Policy</p> <p>(Under point 3.5)</p>	<p>All complaint handlers receive relevant training on complaints handling to conform to the points listed. There is also guidance on the Council’s intranet pages to reinforce these points to officers. Annual Data Protection training is also a mandatory training requirement for all officers. If a complaint concerns a particular individual it is assigned to their line manager. The Corporate Complaints team investigate stage 2 complaints independently of the service about which a complaint has been made.</p>

				Recommendations following Complaint Learning Review: <ul style="list-style-type: none"> • Reinforced through training and guidance • To be added as an assessment point on the complaints audit programme
5.9	Where a response to a complaint will fall outside the timescales set out in this Code, the landlord must agree with the resident suitable intervals for keeping them informed about their complaint.	Yes	Complaints Policy (Under point 3.6)	<p>Where reasonable, officers will keep residents updated with the progress of their investigation. Complainants are informed in advance on the rare occasions when there will be a delay in responding and will agree on regular updates until a full response is provided.</p> <p>The policy states “On occasions where additional time is required beyond the extended timescales noted above (more than 20 days from stage 1 acknowledgement or more than 40 days of the complaint being acknowledged at stage 2) the investigator will agree with the complainant suitable intervals for being updated on their complaint.”</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Working on system solutions to improve

				<p>the way we control and monitor case extensions to ensure this process is followed</p> <ul style="list-style-type: none"> • To be added as an assessment point on the complaints audit programme
5.10	Landlords must make reasonable adjustments for residents where appropriate under the Equality Act 2010. Landlords must keep a record of any reasonable adjustments agreed, as well as a record of any disabilities a resident has disclosed. Any agreed reasonable adjustments must be kept under active review.	Yes	<p>Complaints Policy</p> <p>(Under point 3.2)</p>	<p>The Council makes reasonable adjustments for residents where appropriate. The Complaints Policy provides examples of some of the reasonable adjustments that can be made. Residents can indicate when raising a complaint whether they have any disabilities or require any adjustments. This information is then recorded on their complaint record.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Formalise adjustments when reviewing the complaint customer journey • Enhance data collection and usage as part of wider, longer-term projects on resident data • Share good case studies through training and Teams area
5.11	Landlords must not refuse to escalate a complaint through all stages of the complaints procedure unless it has valid reasons to do so. Landlords must clearly set out these	Yes	<p>Complaints Policy</p> <p>(Under point 3.5)</p>	<p>The Council does not refuse to escalate a complaint through its complaints procedure unless there is a valid reason. Reasons why a complaint may not be escalated are stipulated in the Council's Complaints</p>

	reasons, and they must comply with the provisions set out in section 2 of this Code.			Policy. A response will be provided to the resident outlining why we will not escalate the complaint.
5.12	A full record must be kept of the complaint, and the outcomes at each stage. This must include the original complaint and the date received, all correspondence with the resident, correspondence with other parties, and any relevant supporting documentation such as reports or surveys.	Yes	This is all contained within the Council's case management system and can be downloaded	<p>All records of the complaint are logged on the Council's case management system. This includes dates of complaint receipt and responses, relevant correspondence and documentation, and details of any compensation and corrective actions/service improvements and outcomes. Corrective actions and service improvements are separately monitored by the service to ensure actions are carried out. We also record issue types and root causes of complaints.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • System and process requirements to be backed up in Housing Complaints guidance • To be added as an assessment point on the complaints audit programme
5.13	Landlords must have processes in place to ensure a complaint can be remedied at any stage of its complaints process. Landlords must ensure appropriate remedies can be provided at any stage of the	Yes	Officers handling complaints have the autonomy to suggest and implement appropriate remedies at any stage of the complaints process	We do our best to resolve a complaint at the first point of contact. We consider the issues and after full consideration will propose a reasonable solution. Any immediate actions will be taken as soon as possible.

	complaints process without the need for escalation.			Recommendations following Complaint Learning Review: <ul style="list-style-type: none"> • Potential to implement a compensation/remedies policy or guidance for housing complaints • To be picked up through training
5.14	Landlords must have policies and procedures in place for managing unacceptable behaviour from residents and/or their representatives. Landlords must be able to evidence reasons for putting any restrictions in place and must keep restrictions under regular review.	Yes	Vexatious Complaints Policy 2023	The Council's Vexatious Complaints Policy provides procedures on how to manage unacceptable behaviour from residents and/or their representatives when pursuing a complaint. When a person is restricted we keep all evidence in a folder and a reason for restriction is provided in our restriction letter. We have a review period for restrictions. The Council are working on a Council-wide unreasonable behaviour policy
5.15	Any restrictions placed on contact due to unacceptable behaviour must be proportionate and demonstrate regard for the provisions of the Equality Act 2010.	Yes	Vexatious Complaints Policy	Restrictions placed following unacceptable complainant behaviour and managed through the Vexatious Complaints Policy consider the Equality Act 2010 and impact on individual complainants. Only necessary restrictions are applied relating to specific issues. We always allow residents in these circumstances to access Council services more generally. We also have review periods for restrictions. The Council are working on a Council-wide unreasonable behaviour policy.

Section 6: Complaints Stages

Stage 1

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
6.1	Landlords must have processes in place to consider which complaints can be responded to as early as possible, and which require further investigation. Landlords must consider factors such as the complexity of the complaint and whether the resident is vulnerable or at risk. Most stage 1 complaints can be resolved promptly, and an explanation, apology or resolution provided to the resident.	Yes	Complaints Policy (Under point 3.5)	<p>The Council will aim to respond to complaints as early as possible and specifically where there are any risks or vulnerabilities involved and the issue is current/live as well as if the complaint raises something urgent, like an outstanding repair, we will seek to progress that as soon as possible, at the same time as pursuing a complaint investigation. Where the complaint relates to historic issues or is complex these may take longer to investigate.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Ongoing discussions about how records and information is shared between housing systems to enable • Once stronger record keeping is in place then guidance and training will reinforce a more formalised process
6.2	Complaints must be acknowledged, defined and logged at stage 1 of the complaints procedure <u>within five</u>	Yes	Complaints Policy (Under point 3.5)	The Council logs and acknowledges all stage 1 complaints within 5 working days. This is also stipulated in our Complaints Policy.

	<u>working days of the complaint being received.</u>			Recommendations following Complaint Learning Review: <ul style="list-style-type: none"> • New channels for reporting complaints and triaging straight to housing complaints team are being explored and implemented • Reporting around acknowledgements to be enhanced to allow for stronger case management and assurance that tailored information is sent • To be added as an assessment point on the complaints audit programme
6.3	Landlords must issue a full response to stage 1 complaints <u>within 10 working days</u> of the complaint being acknowledged.	Yes	Complaints Policy (Under point 3.6)	The Council responds to complaints within 10 working days of the complaint being acknowledged.
6.4	Landlords must decide whether an extension to this timescale is needed when considering the complexity of the complaint and then inform the resident of the expected timescale for response. Any extension must be no more than 10 working days without good reason, and the reason(s) must be clearly explained to the resident.	Yes	Complaints Policy (Under point 3.6)	<p>Where the Council requires more time to investigate the issues and provide a response, an email is sent to the resident explaining the reason for the extension and providing a new deadline date which does not exceed 10 working days.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • System changes being explored to add more controls to this part of the process and strengthen accurate compliance

				report <ul style="list-style-type: none"> • Reinforced in training and guidance • To be added as an assessment point on the complaints audit programme
6.5	When an organisation informs a resident about an extension to these timescales, they must be provided with the contact details of the Ombudsman.	Yes	Email acknowledgements have been updated to reflect this.	When we request for an extension of the timescales in our email to the complainant we will include details of the Ombudsman. Recommendations following Complaint Learning Review: <ul style="list-style-type: none"> • Reinforced in training and guidance • To be added as an assessment point on the complaints audit programme
6.6	A complaint response must be provided to the resident when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed. Outstanding actions must still be tracked and actioned promptly with appropriate updates provided to the resident.	Yes	Complaints Policy (Under 3.7)	A complaint response is provided once an investigation has been completed and no later than the maximum timescale outlined in the Complaints Policy. Any actions required following the investigation will be logged with a timescale and tracked until completion on the Council's complaints system. This is explained in the policy "Complaints will normally be closed once an investigation has been completed and a response has been provided to the complainant. If there any outstanding actions following a complaint response at any stage, these are logged on to the Council's complaint system with an agreed timescale and tracked to completion. Updates on these outstanding actions will be provided to the complainant."

6.7	Landlords must address all points raised in the complaint definition and provide clear reasons for any decisions, referencing the relevant policy, law and good practice where appropriate.	Yes	The Council has a template letter which officers need to follow when responding to complaints to ensure a thorough response is provided	<p>The Council addresses all points raised in the complaint, clearly providing reasons for decisions, and referencing any relevant law/good practice.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Reinforced in training and guidance • To be added as an assessment point on the complaints audit programme
6.8	Where residents raise additional complaints during the investigation, these must be incorporated into the stage 1 response if they are related and the stage 1 response has not been issued. Where the stage 1 response has been issued, the new issues are unrelated to the issues already being investigated or it would unreasonably delay the response, the new issues must be logged as a new complaint.	Yes	<p>Complaints Policy</p> <p>(Under point 3.6)</p>	Where additional complaints are raised during the investigation, these will be incorporated if relevant and if the response has not yet been issued. If the issues require significant time to be looked into and would delay the response, a new complaint will be logged, or new timescale will be agreed with both parties. This is stipulated in the policy "If additional related information or complaints are provided during the course of the investigation, the Council will incorporate them into the stage 1 response if the response has not yet been issued, however we may need to extend the response time to consider the new information. It is therefore important that all supporting information is provided at the time the complaint is lodged. Any new issues will be logged as a new complaint if the stage 1 has already been

				<p>issued, the issues are unrelated, or it would unreasonably delay the response.”</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Reinforced in training and guidance • To be added as an assessment point on the complaints audit programme
6.9	<p>Landlords must confirm the following in writing to the resident at the completion of stage 1 in clear, plain language:</p> <ol style="list-style-type: none"> the complaint stage; the complaint definition; the decision on the complaint; the reasons for any decisions made; the details of any remedy offered to put things right; details of any outstanding actions; and details of how to escalate the matter to stage 2 if the individual is not satisfied with the response. 	Yes	<p>The Council has a template letter which officers need to follow when responding to complaints to ensure all points are covered.</p>	<p>The Council has a template available for officers to use so that all the points (a-g) are addressed within the response.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Reinforced in training and guidance • To be added as an assessment point on the complaints audit programme

Stage 2

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
6.10	If all or part of the complaint is not resolved to the resident's satisfaction at stage 1, it must be progressed to stage 2 of the landlord's procedure. Stage 2 is the landlord's final response.	Yes	Complaints Policy (Under point 3.5) We have a two stage process, and escalation details are provided in all stage 1 responses.	<p>All stage 1 complaints inform complainants that if they remain dissatisfied, they can escalate their complaint to stage 2 and details are provided of how they can do this. This is also explained in the policy at section 3.5 "the complaint can be progressed directly to stage 2, if all or part of the complaint is not resolved to the complainant's satisfaction. Details of how complainants can escalate their complaints to stage 2 will be contained in the stage 1 response."</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Reinforced in training and guidance • To be added as an assessment point on the complaints audit programme
6.11	Requests for stage 2 must be acknowledged, defined and logged at stage 2 of the complaints procedure within five working days of the escalation request being received.	Yes	All stage 2 complaints are acknowledged, defined and logged within 5 working days as per the Complaints Policy	<p>All stage 2 complaints are defined and acknowledged within 5 working days of receipt. This is explained in the policy.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • To be added as an assessment point on

				the complaints audit programme
6.12	Residents must not be required to explain their reasons for requesting a stage 2 consideration. Landlords are expected to make reasonable efforts to understand why a resident remains unhappy as part of its stage 2 response.	Yes	Officers make reasonable enquiries to determine what points are outstanding.	<p>The Council will make reasonable efforts to understand why complainants remain unhappy, however, if it is not clear we will ask the complainant for clarification so that we can ensure we address all the issues they remain unhappy with and avoid any misunderstanding. The policy explains that “although not a requirement we ask that they clearly state what parts of their complaint have not been addressed satisfactorily and the reasons why so that the investigator can focus the investigation and identify the aspects of the stage 1 that did not sufficiently remedy the complaint and for any outstanding points to be addressed in the stage 2 response.”</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • To be added as an assessment point on the complaints audit programme
6.13	The person considering the complaint at stage 2 must not be the same person that considered the complaint at stage 1.	Yes	<p>Complaints Policy</p> <p>(Under point 3.5)</p>	All stage 2 responses are investigated by the Corporate Complaints team who are independent of the service area and officer who has responded at stage 1. Corporate directors review and decide stage 2 complaints. If they are unavailable, this is delegated to a director to approve and sign off.

6.14	Landlords must issue a final response to the stage 2 <u>within 20 working days</u> of the complaint being acknowledged.	Yes	Complaints Policy (Under point 3.6)	The Council aims to respond to all stage 2 complaints within 20 working days of acknowledgement, where possible.
6.15	Landlords must decide whether an extension to this timescale is needed when considering the complexity of the complaint and then inform the resident of the expected timescale for response. Any extension must be no more than 20 working days without good reason, and the reason(s) must be clearly explained to the resident.	Yes	Complaints Policy (Under point 3.6)	When considering a complaint escalation that has been received and it is clear that due to complexity or other factors that more time will be required to investigate we will inform the complainant in the acknowledgment or a further email of the new expected timescale which will not exceed an additional 20 working days.
6.16	When an organisation informs a resident about an extension to these timescales, they must be provided with the contact details of the Ombudsman.	Yes	Complaint acknowledgements have been updated to cover this	We provide details of the Ombudsman when we require an extension of the response timescales. Recommendations following Complaint Learning Review: • To be added as an assessment point on the complaints audit programme
6.17	A complaint response must be provided to the resident when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed. Outstanding actions	Yes	Complaints Policy (Under point 3.7)	A complaint response is provided once an investigation has been completed and no later than the maximum timescale outlined in the Complaints Policy. Any actions required following the investigation will be logged with a timescale and tracked until

	must still be tracked and actioned promptly with appropriate updates provided to the resident.			completion on the Council's complaints system. This is explained in the policy.
6.18	Landlords must address all points raised in the complaint definition and provide clear reasons for any decisions, referencing the relevant policy, law and good practice where appropriate.	Yes	The Council has a template letter which officers need to follow when responding to complaints to ensure a thorough response is provided	The Council addresses all points raised in the complaint, clearly providing reasons for decisions, and referencing any relevant law/good practice.
6.19	Landlords must confirm the following in writing to the resident at the completion of stage 2 in clear, plain language: a. the complaint stage; b. the complaint definition; c. the decision on the complaint; d. the reasons for any decisions made; e. the details of any remedy offered to put things right; f. details of any outstanding actions; and g. details of how to escalate the matter to the Ombudsman Service if the individual remains dissatisfied.	Yes	The Council has a template letter which officers need to follow when responding to complaints to ensure all points are covered.	At the completion of a stage 2 investigation, a response is issued which includes the points stated. The response includes a summary of the complaint, a chronology of any relevant events, the decision and reasons for it. It also includes any actions and learning with timescales for implementation and a reasonable remedy which may include compensation.
6.20	Stage 2 is the landlord's final response and must involve all suitable staff members needed to issue such a response.	Yes	Complaints Policy (Under point 6.1)	All relevant officers are consulted before a second stage complaint response is finalised, to ensure that the decision is a corporate one.

Section 7: Putting things right

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
7.1	<p>Where something has gone wrong a landlord must acknowledge this and set out the actions it has already taken, or intends to take, to put things right. These can include:</p> <ul style="list-style-type: none"> • Apologising; • Acknowledging where things have gone wrong; • Providing an explanation, assistance or reasons; • Taking action if there has been delay; • Reconsidering or changing a decision; • Amending a record or adding a correction or addendum; • Providing a financial remedy; • Changing policies, procedures or practices. 	Yes	<p>In complaint responses if we are in the wrong we will apologise, explain what happened and provide information on what actions will be taken to remedy the issue whether that be a change in policy or procedure, sending a reminder to staff, taking specific action or providing a financial remedy. All actions are documented on the Council's complaints system and assigned to an officer to action.</p>	<p>The Council will always try to resolve the issues as soon as possible. If the Council is at fault, it will accept fault, offer an apology, and provide a plan of action to put things right if the issues have not yet been resolved.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Reinforced through training and guidance using best practice e.g. HO apologies guidance • Key message to be enforced as part of cultural change towards a positive complaints culture • To be added as an assessment point on the complaints audit programme
7.2	Any remedy offered must reflect the impact on the resident as a result of any fault identified.	Yes	<p>Complaints Policy</p> <p>(Under point 4.1)</p>	The Council follows the remedies guidance provided by the Housing Ombudsman. All remedies are considered on their own merit and in line with published guidelines.

				<p>The Council will try its best to manage expectations of what remedies can and cannot be delivered.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Potential to implement a compensation/remedies policy or guidance for Housing complaints • To be picked up through training
7.3	<p>The remedy offer must clearly set out what will happen and by when, in agreement with the resident where appropriate. Any remedy proposed must be followed through to completion.</p>	Yes	<p>Remedies are logged on the Complaint system and assigned to an officer with a timescale for completion</p>	<p>Any actions to be taken to remedy fault will be explained and clear timescales will be provided. Corrective actions will be monitored and tracked to completion.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Bringing together all responsibilities in one process end-to-end of the complaints journey • Monitoring of corrective actions as commitments • Remedies and compensation guidance review
7.4	<p>Landlords must take account of the guidance issued by the Ombudsman when deciding on appropriate remedies.</p>		<p>Complaints Policy</p> <p>(Under point 4.1)</p>	<p>The Council follows the Housing Ombudsman guidance on compensation and considers payments that are required by law, any refunds/reimbursement of</p>

				losses, time and trouble, distress and inconvenience.
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Section 8: Putting things right

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
8.1	<p>Landlords must produce an annual complaints performance and service improvement report for scrutiny and challenge, which must include:</p> <ol style="list-style-type: none"> the annual self-assessment against this Code to ensure their complaint handling policy remains in line with its requirements. a qualitative and quantitative analysis of the landlord's complaint handling performance. This must also include a summary of the types of complaints the landlord has refused to accept; any findings of non-compliance with this Code by the Ombudsman; the service improvements made as a result of the learning from complaints; any annual report about the landlord's performance from the Ombudsman; and 	Yes	<p>Open data link to annual reports: Annual Report Data</p>	<p>The Council produces an annual report which includes our self-assessment of the Code, quantitative and qualitative data on performance and the types of complaints received, any findings of non-compliance with the Code, any annual report about the landlord's performance from the Ombudsman, and any other relevant reports or publications produced by the Ombudsman in relation to the work of the landlord.</p> <p>The report is then reviewed through the Council's governance procedures which includes Cabinet and relevant scrutiny committees.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> Housing Services Quality Assurance and Standards Team jointly working on self-assessment against the Code with the corporate complaints team to improve on the detail included,

	f. any other relevant reports or publications produced by the Ombudsman in relation to the work of the landlord.			<p>transparency and accountability of the service</p> <ul style="list-style-type: none"> • Improving data analysis to feed into the report – to include qualitative analysis • QA Team to produce a performance report later in the year which triangulates the findings from this self-assessment, with performance and insight, and findings from the review
8.2	The annual complaints performance and service improvement report must be reported to the landlord's governing body (or equivalent) and published on the on the section of its website relating to complaints. The governing body's response to the report must be published alongside this.	Yes	<p>Copy of latest published annual report on relevant website page: Latest Annual Report</p> <p>Cabinet response to report: Cabinet Report and Governing Body's Comments</p>	<p>The annual complaints report is reported to the Council's governing body and to the relevant scrutiny committees. The annual complaints report is also published on the Council's website on the Complaints page. The governing body's response to the report can be found in the Cabinet report minutes under the relevant governance page along with a copy of the report. The report for this year is awaiting to go through the relevant governance procedures before it is published.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Reporting to the newly formed Housing Management Advisory Board • Reporting more consistently to the MRC • Clearer governing body response on the website

8.3	Landlords must also carry out a self-assessment following a significant restructure, merger and/or change in procedures.	Yes	This is our latest self-assessment and is to be included as an appendix in our annual report 2024/2025	<p>The Council will carry out a self-assessment if there have been significant changes. The outcome of the self-assessment is reported to elected members. It is also published on the Council's website and included in the annual complaints report.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Housing Services Quality Assurance and Standards Team jointly working on self-assessment against the Code to ensure it reflects ongoing changes as the project progresses
8.4	Landlords may be asked to review and update the self-assessment following an Ombudsman investigation.	Yes	We self-assess against the Code on an annual basis and when asked by the Ombudsman.	Noted. The Council has not been asked to do this.
8.5	If a landlord is unable to comply with the Code due to exceptional circumstances, such as a cyber incident, they must inform the Ombudsman, provide information to residents who may be affected, and publish this on their website. Landlords must provide a timescale for returning to compliance with the Code.	Yes	We will alert the Ombudsman and resident if we are unable to comply with the Code due to exceptional reasons.	The Council will inform the Ombudsman if due to exceptional circumstances we are unable to comply with the requirements of the Code. We will advise complainants who may be affected and we will publish on our website a timescale of when we will be returning to compliance with the Code.

Section 9: Scrutiny & oversight: continuous learning and improvement

Code provision	Code requirement	Comply: Yes / No	Evidence	Commentary / explanation
9.1	Landlords must look beyond the circumstances of the individual complaint and consider whether service improvements can be made as a result of any learning from the complaint.	Yes	Learning and improvements are included in the Council's Annual Complaint Report	<p>The Council will always look beyond the circumstances of the complaint and try to learn lessons from complaints and implement any more general service improvements to benefit residents.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Creating an accountable, continuous learning based, positive complaints culture and holistic service is a driving aim for all the solutions listed throughout the self-assessment • Implementation of new case review tools and QA monitoring • Root cause analysis training for complaint handlers
9.2	A positive complaint handling culture is integral to the effectiveness with which landlords resolve disputes. Landlords must use complaints as a source of intelligence to identify issues and introduce positive changes in service delivery.	Yes	We discuss complaints in our departmental management meets and report on performance and quality of responses on a quarterly basis.	The Council uses the learning and feedback from complaints to inform decisions, learning and improvements across the Council. The Council continuously scrutinise complaints data to identify themes and trends so that change can be made to prevent issues occurring.

				<p>We discuss complaints in our departmental management meets and report on performance and quality of responses on a quarterly basis.</p> <p>All findings and actions highlighted in the complaints handling review aim to embed a new way of working and a new culture</p>
9.3	<p>Accountability and transparency are also integral to a positive complaint handling culture. Landlords must report back on wider learning and improvements from complaints to stakeholders, such as residents' panels, staff and relevant committees.</p>	Yes	<p>Wider learning and improvements are included in the annual report which goes to relevant scrutiny committees. We also discuss complaints during residents' panels</p>	<p>Learning from complaints is included in the Council's annual complaints report which goes to Cabinet and is considered at scrutiny committees. If some of the recommendations include training needs or reminders to staff, senior managers will communicate this. Residents are informed in complaints responses of any service improvements that will be implemented as a result of their complaint.</p> <p>Under the new tenant engagement strategy and model there is a clear commitment to respecting resident feedback and how this is not only implemented in the service but positive change is communicated back to the resident. Examples include: A tenant and leaseholder led review of complaint responses a minimum of once per year; communicating learning from trends in our complaints in tenant targeted</p>

				<p>communications; using complaints as a form of insight when reviewing policies.</p> <p>To effectively embed a culture of respect for resident feedback, the service responsible for engagement will carry out training and briefings with individual teams and a quality management system will be linked to the new strategy to measure impact and identify gaps in practice.</p>
9.4	Landlords must appoint a suitably senior lead person as accountable for their complaint handling. This person must assess any themes or trends to identify potential systemic issues, serious risks, or policies and procedures that require revision.	Yes	The Director of Housing Services is the appointed person	<p>The Director of Housing Services is the senior lead person accountable for complaint handling for Housing Management complaints. The Director is provided with data on stage 1, stage 2 and Ombudsman enquiries and has the autonomy to direct service changes.</p> <p>The Quality Assurance and Standards Team are leading on a full review of complaints handling for Housing and feeding findings into the Director of Housing Services to lead on change.</p>
9.5	In addition to this a member of the governing body (or equivalent) must be appointed to have lead responsibility for complaints to support a positive complaint handling culture. This person is referred to as the Member	Yes	The Deputy Leader of the Council is the MRC	MRC has been appointed as the Cabinet Member for Housing who is directly involved in the review and whose role in driving a positive complaints culture will continue to grow as we embed a new way of working. Complaints are reported quarterly to the Council's Management Team (CMT) and annually to Cabinet,

	Responsible for Complaints ('the MRC').			Policy Co-ordination Group (PCG) and the relevant Scrutiny Committee.
9.6	The MRC will be responsible for ensuring the governing body receives regular information on complaints that provides insight on the landlord's complaint handling performance. This person must have access to suitable information and staff to perform this role and report on their findings.	Yes	The MRC has access to staff who will provide the relevant information for discussion with the governing body	<p>The Deputy Leader of the Council will receive regular updates on complaint performance data and is copied into all upheld Ombudsman decisions (the anonymised report only). They have a direct line in to the Deputy Director of Democratic and Corporate Governance who oversees the corporate complaints team.</p> <p>Recommendations following Complaint Learning Review:</p> <ul style="list-style-type: none"> • Work with the MRC to embed a new governance framework to create an effective line of sight of complaints
9.7	<p>As a minimum, the MRC and the governing body (or equivalent) must receive:</p> <ol style="list-style-type: none"> regular updates on the volume, categories and outcomes of complaints, alongside complaint handling performance; regular reviews of issues and trends arising from complaint handling; regular updates on the outcomes of the Ombudsman's investigations and progress made in complying with orders related to 	Yes	The MRC is update quarterly and received the annual complaints report which includes all the data outlined	<p>Information relating to complaints is provided quarterly to CMT which includes: volumes, performance, outcomes, compensation, root causes, and Ombudsman cases.</p> <p>All Ombudsman decisions are circulated to Corporate Directors, Directors, Heads of Service and officers involved with the complaint when the decision is received. The upheld Final Decisions are also circulated to the Chief Executive, the Leader, and Deputy Leader as portfolio holder. A summary of the upheld cases is also included in the Council's annual</p>

	severe maladministration findings; and d. annual complaints performance and service improvement report.			complaints report. The self-assessment the Council undertakes in relation to the Housing Ombudsman Code will be included in the Council's annual complaints report if there have been any significant changes. Recommendations following Complaint Learning Review: • Work with the MRC to embed a new governance framework to create an effective line of sight of complaints
9.8	Landlords must have a standard objective in relation to complaint handling for all relevant employees or third parties that reflects the need to: a. have a collaborative and co-operative approach towards resolving complaints, working with colleagues across teams and departments; b. take collective responsibility for any shortfalls identified through complaints, rather than blaming others; and c. act within the professional standards for engaging with complaints as set by any relevant professional body.	Yes	We share our objectives with staff and contractors that are working on our behalf to ensure there is one goal and we work together to achieve it for the benefit of our residents	The Council works collaboratively with teams across departments to achieve a joined up approach to complaints. Council services collectively take responsibility and identify solutions to make things right. All findings and actions highlighted in the complaints handling review aim to embed a new way of working and a new culture

Spotlight on: Knowledge and Information Management (KIM) – Brent Housing self-assessment – Sep 2023

	Recommendation	Detail	Brent current position	Proposed action
Governance and Culture				
1	Define the oversight role of governance for knowledge and information management.	Governance should seek assurance that the landlord knows its products, services and residents well, and that it uses this data to inform business and financial planning.	<p>The new Data and Insight Strategy (due to be published later this year) for Brent Council includes specific commitments to developing a strong data culture across the organisation.</p> <p><u>Existing governance structures:</u> In terms of governance structures, the internal Data Ethics Board, consisting of senior council officers and independent, external data experts ensures the Council uses data in the right way, in accordance with legal, ethical and best practice guidance.</p> <p>The Information Governance Group, comprised of senior representatives from each service area, sets standards and develops the Councils approach to information governance, including sharing protocols.</p> <p>The Housing Digital Board (HDB) meets monthly to discuss digital and data challenges and opportunities specific to the housing service, escalate areas of concern and direct the digital transformation programme for the service.</p> <p>The Brent Data Network, a cross-council staff-led group open to all officers, meets regularly to share best practice and discuss and collaborate in resolving common data challenges.</p> <p><u>Examples of work ongoing:</u></p> <ul style="list-style-type: none"> A programme of data quality work has started in Housing, with a cleanse of void property data in Northgate Housing as the first priority area and intention to move on to wider property / asset management data as a next step. New True Compliance system has been procured so that all compliance information can be held in one place. Full transfer to this system is set for September 2023. Engagement officers have been utilising door knocking and estate roadshow events to improve the contact data held for our tenants, specifically focusing on areas where there are gaps in contact data. 	<ol style="list-style-type: none"> Review of the remit and update to terms of reference for the HDB to ensure focus is aimed at priorities for the service Shape the digital programme for housing around improving data quality across the service and prioritise the work starting on Northgate Housing re. BHM housing stock, agree governance of this project with HDB. Ensure BHM is in a position to meet regulatory requirements from April 2024 which requires accurate, individual property level reporting for decency, compliance and repairs and maintenance. Embed a refreshed tenancy verification visit programme and ensure it is used as an opportunity to update tenant contact, socio-demographic and household information, including vulnerabilities / support needs.
2	Implement a knowledge and information management strategy	<p>This should include:</p> <ul style="list-style-type: none"> defining knowledge and information management clear definitions of which data repository is to be used for which datasets the implementation of an Information Asset Register so you know what data you already have, what you don't have, and what you need 	<p>The new Data and Insight Strategy for Brent Council defines knowledge and information management across the organisation and sets out a delivery plan for improving data quality, the culture around data management, the technology being used and staff skills.</p> <p>The strategy includes actions to:</p> <ul style="list-style-type: none"> Map data architecture across the organisation Ensure 100% of information Asset Register reviews are completed annually Improve consistency in system usage / integrate systems where possible to provide improved, more joined-up services 	<ol style="list-style-type: none"> HDB to invite the Head of Change and Insight and the Strategic Data Manager (once in post) to a meeting for an overview of the new Data and Insight Strategy and a discussion re. what this means for the housing service. Include reference to consistent and effective record keeping / data and information management as part of the updated JD's under the planned re-organisation.

		<ul style="list-style-type: none"> outcomes-focused data mining: what you are trying to achieve and what do you need the data for? how it aligns with the overall business strategy and the need for continuous service improvement what the expected standards are, how they will be monitored, and the consequences of failing to adhere to them 	<ul style="list-style-type: none"> Develop data quality standards / measures 	
3	Benchmark against other organisations' good practice in knowledge and information management.	This should underpin a continuous improvement approach to service delivery.	<p>Brent Housing Management is a member of Housemark and submits benchmarking data annually. Once a year, a tailored feedback session is also held with the Housing senior management team and Housemark data specialists with outputs from this being used to inform improvements and service plans for the following financial year.</p> <p>BHM have also recently engaged with a cross-London benchmarking group for the Ombudsman KIM report, the first meeting being due to take place at the end of September 2023.</p>	<p>7. Better utilise our membership to Housemark Clubs where there are networking and learning opportunities re. best practice by ensuring attendance from service representatives and any key learning is fed back effectively.</p> <p>8. Attendance at the London Councils KIM benchmarking group and report best practice to HDB</p>
4	Review safeguarding policies and procedures	To ensure data analysis forms part of a landlord's proactive activities to satisfy their duties	<p>The Housing Service follows corporate policies and approaches regarding safeguarding policies and procedures. There is functionality in CRM to record vulnerabilities and the tenancy audit function allows for safeguarding referrals to be made where needed.</p> <p>London safeguarding protocol*</p>	<p>9. Ensure all housing staff and contractors are trained in when and how to make a safeguarding referral</p> <p>10. Consider how safeguarding and safeguarding referral data can be better used to ensure the housing service is satisfying safeguarding duties and provide more targeted / tailored services</p>
5	Train staff on the requirements of the Equality Act 2010	Particularly with relevance to the importance of knowledge and information management as a tool for compliance	<p>Brent Council facilitates corporate Equality and Diversity training, however it is not widely known about or attended.</p> <p>There is also training available, at request, regarding carrying out Equality Impact Assessments (EIA).</p>	11. Recommend that the corporate Equality Act training becomes mandatory as a refresher course, similar to that of data protection
6	Review internal guidance around recording vulnerabilities	Particularly to ensure temporary, as well as permanent, vulnerabilities are recognised, recorded and then removed from records once no longer appropriate	There is functionality in Housing Management CRM to record tenant vulnerabilities, however this is not kept updated in a consistent way and so is not well utilised to inform service delivery.	<p>12. Review (and update as needed) functionality re. recording vulnerabilities in Dynamics, ensuring this is considered for both permanent and temporary vulnerabilities.</p> <p>13. Ensure all Housing staff are aware of the functionality and how and when to update this on customer profiles (including when to remove)</p> <p>14. Develop reporting on vulnerabilities / ensure steps are included in processes i.e. repairs that encourage checking of vulnerabilities data so service delivery can be tailored where needed</p>
Devise key recording standards				
7	Develop organisational key data recording standard requirements that will ensure good records that support the business and demonstrate compliance with national standards	This should set out the minimum standard to which data must be entered in the various databases owned by the landlord.	<p>The new Data and Insight Strategy sets out an action for generic data quality standards / measures to be developed for use across all services in Brent Council.</p> <p>There are no specific standards currently in place for the housing service.</p>	15. Consider utilising the HACT data standards, as recommended under the Better Social Housing Review, to set out the requirements for housing service data management.
8	Make adherence to the minimum standard for knowledge and	The quality of information sharing should form part of the assessment at procurement stage.	This is not in place across some contracts / SLA's and, where it is, it is light touch and not rigorously managed as part of ongoing contract / SLA management.	16. Review knowledge and information aspects of ongoing contracts / SLA's and agree more robust approach for all future contract procurement / SLA's.

	information management part of the service level agreement with third parties			
9	Have a clear categorisation system for ATIS/FOI requests	This allows quick identification of whether the question has previously been answered and analysis of which systems require refinement to answer questions in future.	CRM functionality in Brent does not currently allow for clear categorisation of FOI requests.	17. Consider enhancements to CRM functionality to improve categorisation of requests coming in or look into use of AI to assess themes across FOI's. 18. Agree process for publication of FAQ's, including regularly refreshed data on key asks.
10	Publish FAQs on websites and keep them updated	This allows for information self-service and reduces resourcing requirements.	This isn't currently happening in Brent but there is the infrastructure available to do so. Moving forward, the incoming regulatory requirements to publish performance information will also support information self-service for residents.	19. Identify regular asks coming in through FOI's / service requests and publish these on Brent Open Data or the BHM pages on the website. 20. Finalise approach to publishing BHM performance data
Ensure appropriate systems are in place				
11	Review existing databases for capability and capacity to record those key data requirements	To ensure databases are capable of adequately capturing information about residents – e.g. vulnerabilities. To ensure databases are capable of adequately capturing information about homes – e.g. repairs and stock condition.	A number of systems are used to capture housing stock data including Northgate, Lifespan, Dynamics and True Compliance. Resident data is held in Dynamics.	21. Consider and confirm that systems currently in use are adequate and capable of requirements moving forward re. data capture, maintenance, and reporting for residents and housing stock information. 22. Ensure the 'golden thread' re. the Building Safety Act 2022 can be effectively delivered on through systems in use and, if not, identify alternative solution
12	Train staff on using systems	Including minimum data standards, performance measures and quality assurance processes	Training on systems takes place at the point of new systems / a change being implemented but there is currently no infrastructure in place for ongoing refresh training or structured training for new starters. There is a lack of guidance available for staff to refer to re. system use.	23. Offer to be finalised and agreed at HDB re. handover of new systems / system change which includes training to be delivered, how and by who, as well as guidance and its format i.e. 'how to' videos, written documents etc. and ownership of expertise handover to super users in operational teams. 24. Agree approach for new starter induction re. system training
13	Ensure databases are easy to interrogate, and that the data can be extracted and used	Staff should be able to easily access the information they require. This is essential for evidence-based practice and informed decision-making. Where systems can be interrogated effectively, this produces crucial insight regarding patterns, themes and potential shortfalls.	Whilst dashboard and reporting functionality is available in CRM to both officer and manager level staff, data quality in the system significantly impacts the value these currently offer and training for improved staff understanding of how to use them would be beneficial. Data quality is also a challenge in Northgate Housing which impacts effective interrogation.	25. Prioritise improving data quality across Northgate and CRM and embed exception reporting in manager dashboards so they can more easily manage case work standards across their teams. 26. Include dashboard training in any agreed training programme / ongoing training approach for the service.
14	Schedule appropriate sensitive information reviews	Resident information and personal characteristics change on a regular basis. Records should be appropriately reviewed to ensure a landlord continues to know its residents – disability or illness, financial difficulties and family composition.	Key resident information is collected at sign-up but is not consistently updated throughout the tenancy with BHM.	27. Embed a refreshed tenancy verification visit programme (detailed action under recommendation 1) 28. Embed operational performance monitoring tools so managers have oversight of tenancy verifications due, completed, overdue etc. 29. Promote how residents can update their own information and why this is important
Mergers and other structural changes				
15	Stress test systems prior to change	To identify whether they can 'talk' to each other; data can be securely transferred, and staff from each landlord can access the data they need	Whilst there are no mergers planned for BHM it is noted that, as part of the digital transformation process in Brent, stringent user-acceptance testing (UAT) and risk monitoring takes place when implementing any change to systems and/or data migration.	NA

16	Undertake a risk assessment regarding knowledge and information shortfalls before the change	This should be a living document with clear risks and mitigations documented, incorporating a review cycle and emerging risk identification. This document should continue beyond the date of change.	As above	NA
17	Proactively investigate incoming datasets during mergers	Identify gaps in the knowledge of incoming stock and residents, and work to fill those gaps.	As above	NA
18	Establish clear data exception reporting processes	This allows the new organisation to identify issues post-change quickly	As above	NA
Repairs				
19	Set out clear requirements of operatives before they are allowed to record an appointment as missed	This should include ensuring that the appointment was notified to the resident, it was made at a time they could attend, checking that any contact requests were adhered to, guidance on what level of contact (e.g., Two door knocks, calling the resident) etc	Agreement with contractor that appointments should only be logged as 'missed' when they have been previously agreed and confirmed with the tenant. Operatives will knock multiple times and wait 15 minutes before leaving.	30. Review approach to managing missed appointments with input from key stakeholders (including tenants), and ensure approach is documented and communicated to Brent staff, contractors and tenants.
20	Conduct wastage analysis on missed appointments	Use the insight generated by accurate records of missed appointments to identify efficiencies and action plans, including whether a broader time range of appointments would be of benefit.	There is no existing reporting or analysis being carried out on missed appointments.	31. Introduce reporting on missed appointments
21	Implement an automated appointment reminder system	This could take the form of text messages the day before.	There are 3 types of appointment slots available for BHM repairs (8am – 1pm, 10am – 2pm and 1pm – 5pm). Tenants receive an automated text message to confirm appointment once it is booked and a further automated message when the operative is on route.	NA

Spotlight on: attitudes, respect and rights– Brent Council housing management service – self-assessment – July 2024

Recommendation		Current position	Proposed actions
Culture, vision, and values			
Page 295 1	Review your mission statement to ensure it is reflective of your current, and future, service. Consider at Board level if you are assured your current approach to vulnerabilities is working.	<p>The Council does not have a set mission statement re. supporting vulnerable residents, although does have an internal Accessibility Guidance document for staff which sets out information, advice and guidance for staff to ensure any activity they undertake in the course of their work is accessible to everyone. Awareness of this document is relatively low currently and so needs to be communicated more widely.</p> <p>The Housing Management Service has recently developed an improvement plan which incorporates a commitment to developing a vulnerability and reasonable adjustments policy for the service in line with the Ombudsman's recommendations. Our approach to vulnerabilities will be reviewed as part of the development of this policy.</p>	<ol style="list-style-type: none"> 1. Embed the corporate accessibility guidance document as part of the housing management induction process for staff to improve awareness of it. 2. Review our approach to supporting vulnerable residents and develop a vulnerability / reasonable adjustment policy for the housing management service which: <ul style="list-style-type: none"> - Is cohesive with the corporate accessibility guidance; - Is reflective of the Ombudsman's' recommendations; and - Meets the specific needs of our tenants.
	Undertake a review at Board level as to whether you are currently offering a 'human-centric' service provision. If not, identify the barriers to this and what needs to change in order to introduce and then embed this culture and ethos.	A new housing management improvement board is due to be set up which will be where the delivery of the above-mentioned improvement plan and review of our approach to vulnerabilities will be monitored.	<ol style="list-style-type: none"> 3. Set up the housing management improvement board as agreed at CMT, to monitor the ongoing improvement plan.
3	Consider adopting a values-based recruitment model to improve resident/landlord relationships.	<p>The housing management service has been working with HR to review and improve the recruitment process. Throughout the recent restructure recruitment, interviews have prioritised behaviours and values of new starters, acknowledging that specific technical skills can be developed once onboard.</p> <p>There has also been specific focus vulnerable tenants during interviews, for example, a recent question asked during interview was "What is your understanding of our responsibilities towards vulnerable tenants, and what would you do to ensure that they are appropriately supported by the service?".</p>	

What does the resident need?			
4	Review your vulnerability policy in conjunction with current practice. Is the policy being implemented? If not, identify where the disconnect lies.	Whilst there are instances where vulnerabilities / individual needs of tenants are being proactively considered e.g. 'household audits' during planned works to assess needs and the implications of the work re. this so suitable support can be put in place, this is not documented. There is no vulnerability policy / strategy currently in place for the housing management service.	See action 2.
		There is also some lack of awareness re. correct safeguarding referral routes. This needs to be clarified and guidance documentation created for staff to refer to.	4. Confirm safeguarding referral routes for housing staff, confirm forms and key contacts are correct and create guidance document.
5	Implement a vulnerability strategy, including how it is defined, who assesses, and what the review process is. This must be in line with The Equality Act, the Human Rights Act and the Care Act. This should be co-produced with residents, and consider any future good practice guidance published by the Housing Ombudsman, following engagement and consultation.	As above.	As above.
6	Implement a specific reasonable adjustments policy.	There is no reasonable adjustment policy currently in place for the housing management service.	See action 2.
	Test the vulnerability and reasonable adjustments strategy and policy against the '3Rs' on vulnerable residents – recognise, respond and record.	NA	5. New vulnerability and reasonable adjustments policy to include reference to the three R's – recognise, respond and record.
8	Introduce minimum staff training requirements such as Dementia Friends, and training on customer care, mental health, learning disabilities, and sight and hearing loss.	<p>The housing management service are in the process of developing and implementing a new induction offer which includes a set of core training courses for new starters. These courses range from more general i.e. 'supporting vulnerable customers' and 'customer care' through to specific vulnerability related courses s i.e. 'working effectively with hoarders'.</p> <p>This training programme will be embedded from end of Q2 2024-25 and will be reviewed at end of each financial year.</p>	6. Moving forward, use analysis of demographic data, characteristics and known vulnerabilities across our tenant population to inform the refreshed core training programmes on an annual basis.
9	Consider a dedicated taskforce for vulnerability.	There is no specific taskforce for vulnerability currently in place, this may come out of our review and policy development work in this area. We could also consider nominating manager level 'leads' in key strategic areas i.e. vulnerability/safeguarding lead, ASB lead, property services lead.	NA.

Look to the future			
10	Carry out your own “Resident of the Future” forecast for the next ten years. Draw upon the available information around demographics, both locally and nationally, and identify where you foresee the gaps being.	Whilst light touch assessments of demographic information held has been done (and some data quality issues identified), a specific analysis has not been carried out.	7. Work with the Change and Customer Insight service to run a ‘resident of the future’ forecast and develop an approach to addressing gaps identified.
11	Consider the ageing communities specifically in rural and coastal areas, with reference to Professor Whitty's report	Approximately 27% of our tenant population is aged 65 or over, with a further 27% aged 55 – 64.	8. Consider specific staff training for supporting aging tenants and ensure the reasonable adjustments policy supports adjustments for older people as needed.
12	Devise an action plan for what you need to start putting in place from now onwards to ensure you are ready to meet the needs of your future residents. This should include the anticipatory requirement regarding reasonable adjustments.	Any actions will be agreed following the completion of the ‘resident of the future’ exercise to be carried out (see recommendation 10, action 6).	
Complaint handling			
13	Raise awareness of the complaints procedure and ensure it is accessible for residents who may face barriers to raising a complaint, as required by the Complaint Handling Code	Information about how to make a complaint, our complaints policy and procedure, complaints performance and escalation options are available on our website here . The policy includes reference to accessibility options if someone needs them. The Council has previously supported national awareness campaigns such as ‘Make Things Right’ to ensure tenants who need support know how to make a complaint.	9. Include complaints awareness as part of the communications plan for the housing management service moving forward.
14	Ensure the complaints policy permits complaints about staff conduct, attitudes and approach.	Brents complaints policy does permit complaints about staff conduct, attitudes and approach.	
15	Establish and enforce a clear process for how complaints about bullying/discrimination will be investigated.	Complaints about bullying or discrimination are managed in line with our usual complaints process.	
16	Contact restriction policies must set out clear timescales, review and appeals process. Where there is single point of contact, this should be applied consistently.	The Council has a Vexatious Complaints Policy which includes reference to contact restrictions as an optional action. The policy does not set any generic timescales for review, instead requires the relevant Director to set a timeframe for each individual case.	10. Consider developing generic timescales for review of contact restrictions to ensure consistency and fairness in these cases. 11. Consider publishing the vexatious complaints policy on the website.
17	Calls to be recorded, either a physical recording or a contemporaneous telephone record.	All calls to our corporate contact centre (which is the first line of contact for tenants reporting repairs etc. by phone) are recorded. Calls to individual officer phone lines are not recorded.	

Case handlers			
18	Landlords need to ensure they provide clear explanations; repeat information where needed, including in different formats; offer face-to-face contact as much as possible and a named point of contact; investigate concerns and share the outcome; recognise when things have gone wrong, apologise and explain how these will be addressed; and know when to make appropriate referrals to agencies and whom to signpost to. Underpinning all of these should be a baseline of empathy and respect.	<p>Whilst it is expected that complaint case handlers meet all of the actions set out here and complaint response templates cover some of this, no specific guidance documentation is in place for staff to refer to.</p> <p>The engagement team work with involved residents on a re-occurring basis to carry out a scrutiny exercise re. complaint responses and this recommendation can be incorporated into their checks.</p> <p>There is no internal approach to regularly auditing complaints responses although our improvement plan does include this as a commitment.</p>	<p>12. Develop guidance document for staff on expectations re. complaint responses.</p> <p>13. Ask the involved residents to utilise the recommendation re. complaint responses set out here in their next scrutiny exercise.</p> <p>14. Develop an internal approach to auditing complaint responses.</p>
19	Ensure disability or language needs are routinely considered as part of the complaints process and that extra accessibility support, or accessible materials, are offered where appropriate.	The complaints policy includes reference to accessibility options available to those who need them and the understanding is that this should be being offered where appropriate during the complaints process.	15. Use complaint auditing to confirm accessibility support is being offered.
20	Identify where more specific training, guidance or support is needed to fulfil your role. For example, do you feel under confident in having what may be seen as a difficult conversation or delivering bad news?	Under the in-house Skills Academy, the service is developing an induction programme, along with a reactive offer to respond to training needs as and when they arise. This can incorporate any training need identified re. responding to complaints.	16. Carry out complaint response spot checks and gather feedback from complaint response handlers to identify any training requirements.
21	Maintain accurate records of residents' vulnerabilities and individual circumstances.	Data held re. resident vulnerabilities in the service's CRM system is unreliable due to issues with data quality some key functions spanning across multiple systems. The Council is currently in the process of taking a strategic look at this issue, working across areas like public health, adult social care and housing to develop a new approach to sharing and maintaining vulnerability data.	17. Feed into the corporate work ongoing re. improving our approach to recording and maintaining resident vulnerability data.
22	Use mandatory checks, such as annual boiler checks, as a 'touchpoint' opportunity to undertake welfare checks with residents.	<p>The service is implementing a programme of tenancy audits which include welfare checks. Each property will receive a tenancy audit at least once every 4 years.</p> <p>Our contractors have 'concern cards' which they can use to feedback to the service if they notice anything they want to flag re. tenant welfare.</p>	
23	Although it is important for landlords to know the vulnerabilities and individual circumstances of its residents and any associated legal duties, the above	This will be considered as part of the review of our approach to vulnerability and subsequent	

	approach should apply to all residents as, fundamentally, it is about a high standard of customer care and a human-centric approach to service delivery.	development of the vulnerability and reasonable adjustment policy.	
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Brent

Complaints Policy

Version 9 – July 2025

Owner: Corporate Director of Finance and Resources

Version Control Table

Version Number	Date	Purpose/Change	Reviewer / Authoriser
1.0	15/05/2015	Original Policy	Director of Performance, Policy and Partnerships
1.0	24/08/2017	Revised Policy	Corporate Management Team
1.0	20/02/2019	Revised Policy	Corporate Management Team
2.0	12/03/2019	Updated Policy approved by CMT for publication on the Council's website	Head of Performance & Improvement Complaints & FoI Manager
3.0	30/04/2021	Review and amendments to current Policy	Head of Executive and Member Services Complaints & FoI Manager
4.0	16/02/2022	Review Policy and amendments made in compliance with the Housing Ombudsman Complaints Handling Code	Head of Executive and Member Services Complaints & Casework Manager
5.0	12/05/2023	Changes to stage 2 complaint sign off	Head of Executive and Member Services Complaints & Casework Manager
6.0	31/05/2024	Incorporate Complaint Handling Code changes	Deputy Director Democratic Services Complaints & Casework Manager
7.0	01/08/2024	Update to Corporate Complaint timescales	Deputy Director Democratic Services Complaints & Casework Manager
8.0	04/02/2025	Update to Remedies section	Brent Assurance Board Complaints & Casework Manager

9.0	21/07/2025	Update following Housing Ombudsman's review of the Council's Complaints Policy	Deputy Director Democratic Services Complaints & Casework Manager
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1 About this document

This document sets out Brent Council's position on complaints.

2 Policy Statement

We recognise the importance of customer complaints and welcome them as a valuable form of feedback about our services. Our aim is to resolve matters as effectively and quickly as possible. We will use the information gained from complaints to help improve the quality of our services.

- When we have done something wrong and it has had an adverse impact on a customer, we shall endeavour to put things right.
- We shall act fairly and proportionately.
- We will be open and accountable for any failures.
- We will acknowledge all complaints and respond to all complaints in a timely manner and within relevant timescales.
- If customers are dissatisfied with how we have handled their complaint, we will advise customers of their rights to appeal to the relevant body.
- We will ensure that there is a complaint provision for any Council services provided by a partner agency.
- We will learn from complaints and implement service improvements.
- We will process all personal information relating to complaints in line with the General Data Protection Regulation 2018.

3 Scope

3.1 What is a complaint?

A complaint is defined as an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual or several individuals.

Typically, a complaint could be about:

- Delay in taking action without good reason
- Failure to provide a service
- Mistakes in the way a decision was taken
- Not following the law or the Council's own rules
- Broken promises
- Giving incorrect or misleading information
- Bias or discrimination
- Rude, unhelpful or inappropriate behaviour by staff
- Poor communication

A person does not have to say the word 'complaint' for it to be treated as such, and likewise when a person states they are making a 'complaint' it may be that the issue does not fall within the category of a complaint and is more appropriately dealt via a different route such as a service request. This can include instances where a customer is 'complaining' about a problem that the Council has not created, such as neighbour noise nuisance. The same can be true for a 'complaint' received to report a repair request. These are requests to the Council for appropriate action to be taken. If a complainant expresses dissatisfaction with a response to a service request, then a complaint will be logged whilst we continue to address the issues that have been raised.

An expression of dissatisfaction with services made through a survey is not defined as a complaint, though wherever possible, we will provide details on how a complaint can be made should that individual wish to pursue a complaint with the Council about the matter.

3.2 Who can make a complaint?

Anyone who uses and/or is individually affected by our services can make a complaint. We cannot investigate complaints where there has been no personal injustice (in other words, where the complainant has not been directly affected by the matter raised).

If you require help making your complaint, you can ask a friend, family member, carer or someone you trust to talk to us on your behalf. You can also be represented or accompanied at any meeting with the Council. Whoever acts on your behalf, will need to provide written consent from you before we undertake an investigation or report our findings to them. **Any complaint that is submitted via a third party or representative is handled in line with the Council's complaints policy.**

Complainants are able to access support from external agencies and representatives in order to assist with the complaint process. These include organisations such as Citizens Advice, Age UK, MIND, equalityhumanrights.com, Carers UK, etc.

If a child or young person is making a complaint under the Children's statutory legislation, then they can request the services of an advocate and should make this request known to the Complaints Service team.

Concerns raised by partner organisations about our services and concerns raised by staff or job applicants about their employment are outside the scope of this policy. Expressions of dissatisfaction against democratic Council decisions are also not covered by this complaints policy, nor are matters that are subject to a statutory right of appeal (see Appendix 1 for a list of some of these).

Reasonable Adjustments

The Equality Act 2010 introduced the Public Sector Equality Duty (PSED) which we consider when carrying out our day-to-day functions, crafting policies and delivering services. All staff undertake equality and diversity training, which is part of the Council's essential training programme. The Council is committed to ensure that all residents can access its services and are not disadvantaged in any way. Below are some of the adjustments that can be offered:

- use of email or telephone in preference to hard copy letters
- use of plain English or Easy Read service on our website
- communication through a representative or intermediary
- rest or comfort breaks in meetings.
- provision of information in appropriate alternative formats (eg large print, Braille, coloured paper etc.)
- provision of auxiliary aids

Residents can indicate when raising a complaint whether they have any disabilities or require any adjustments. This information is then recorded on their complaint record.

3.3 How can a complaint be made?

A complaint can be made in writing, via email, by telephone, in person or by using the online form or portal. The Council also accepts complaints raised via social media channels, where the Council has an official account for that platform and the complainant directs their issue to the Council's social media account. The Council will maintain confidentiality and privacy and make contact through direct message requesting for any further details before the complaint is logged on the Council's case management system for a response in line with this policy. Complaints can also be submitted via Councilors or representatives. The Council accepts complaints in all forms including, verbal, written or online.

3.4 When can a complaint be made?

The Council will accept complaints made within 12 months of the issue occurring or the individual being made aware of the issue, unless excluded on other grounds such as the ones outlined in section 8.1 of this policy. The Council will not normally accept a complaint where the customer has delayed raising the complaint with the Council by more than 12 months.

The Council recommends that contact is made as soon as possible, to ensure access to data is readily available. Complaints exceeding 12 months will be considered on a case by case basis.

We will not investigate matters that have already been considered and addressed through our Complaints procedures. If a complainant is dissatisfied with the outcome, they have the right to escalate those matters to the relevant Ombudsman. Where legal proceedings have already been initiated, this is usually where a claim form or particulars of a claim has been filed at Court, the Council will also not investigate these matters as they will be addressed through Court proceedings.

We will not take a blanket approach to excluding complaints; we will consider the individual circumstances of each complaint. If the Council decides to not accept a complaint, the complainant will be informed of the reasons as to why the Council will not investigate under the Complaints process and be provided with escalation rights to the relevant Ombudsman.

3.5 How will the complaint be dealt with?

All complaints will be dealt with in accordance with the requirements of the Data Protection Act 2018, Equality Act 2010, subsequent legislation, and associated Council policies. We will deal with complaints on their merits, act independently, give the complainant a fair chance to set out their position, take measures to address any actual or perceived conflict of interest; and consider all relevant information and evidence carefully. Social Care complaints will be investigated in line with the current regulations. Information provided to the Council for the purposes of a complaint investigation will not be used for any other purposes without the complainant's consent unless the Council feels there is a safeguarding concern, for the protection of others, or where there is a legal duty to do so.

A copy of the Complaint Team's Privacy Notice can be found on the following link: [Complaints Privacy Notice](#). The Council will only investigate complaints made on behalf of somebody else if we have that person's explicit written permission to do so. The Council will not normally accept anonymous complaints (a complaint where a customer has not provided their contact details) unless it relates to a child or young person.

The Council will initially assess the complaint to ensure that it meets the criteria of a complaint as defined in Section 3.1 of this document, and the complainant cannot achieve a

Complaints Policy

resolution through other means such as those highlighted in Appendix 1. **The complaint will then be defined, logged and formally investigated, the complaint will be responded to within the Council's specified timescales. Details of timescales can be found in Appendix 2.**

The Council will aim to respond to complaints as early as possible and specifically where there are any risks or vulnerabilities involved and the issue is current/live. Where the complaint relates to historic issues or is complex these may take longer to investigate.

The Council will work collaboratively with colleagues and collectively take responsibility of complaints. There will be occasions where complaints that span several service areas will need to be investigated individually by each service area and their relevant parts of the complaint responded to accordingly. Similarly, if various complaints are received from a complainant which cover the same service area, the Council may group all the complaints so that the service area can investigate and provide one response.

A significant percentage of our customer-facing services are delivered on our behalf by third party suppliers/contractors. Our customers have the right to expect that our contractors will deliver a particular service to the same standards in terms of quality and customer care that we would seek to provide were it run in-house. This is also true for the handling of complaints in accordance with the Council's procedures.

Complaints received directly by our contractors will be addressed at stage 1 in line with their complaint handling processes. If the complainant remains dissatisfied with the response received, they have the option to escalate the complaint to the Council where a stage 2 investigation will be undertaken. All third party suppliers/ contractors will be required to follow the Council's complaints policy and the relevant Ombudsman's complaint handling code.

All complaints will be conducted in an impartial manner. Generally, complaints will be considered and signed off as per section 6.1 of this policy. However, if a complaint relates to the conduct of an officer of the Council, then the complaint will be passed to their line manager or a more senior manager to complete a thorough investigation and respond.

To ensure we comply with data protection rules, it may not be possible to keep you fully informed of any outcome or specific action taken against a member of staff. The officer investigating your complaint will provide you with as much information as allowed but this will be dependent on the nature of the complaint and will be considered on a case by case basis.

The Council reserve the right to use discretion when applying the policy and may deal with a complaint differently where individual circumstances merit it. Where this is the case, discretion will be applied fairly and appropriately so that complaints can be progressed in order to achieve a reasonable resolution.

Corporate Complaints

Corporate complaints involve a two-stage process. **Stage 1 complaints are logged, defined and acknowledged within 5 working days of the complaint being received. The acknowledgement will include our understanding of the complaint, the outcomes that are being sought, which aspects the Council is or isn't responsible for and if there are any aspects that are unclear clarification will be sought.** We aim to respond within 10 working days of the complaint being acknowledged. However, where a complaint is complex, covers a lot of historic data or there are various strands to the complaint, the Council may extend the complaint by up to a further 10 working days. The investigation will be carried out by officers employed in the service area to which the complaint relates. The response is signed off by the relevant Head of Service, Director or a manager delegated to act on their behalf as

appropriate. In the majority of cases, matters are resolved at this point. However, the complaint can be progressed directly to stage 2, if all or part of the complaint is not resolved to the complainant's satisfaction. Details of how complainants can escalate their complaints to stage 2 will be contained in the stage 1 response.

If the complainant does wish to proceed to this stage, although not a requirement we ask that they clearly state what parts of their complaint have not been addressed satisfactorily and the reasons why so that the investigator can focus the investigation and identify the aspects of the stage 1 that did not sufficiently remedy the complaint and for any outstanding points to be addressed in the stage 2 response.

Complainants should make any escalation request within eight weeks of a first stage response being issued, because matters become harder to investigate as more time passes. If there is a valid reason as to why a complaint will not be escalated, the Complaints Service will issue the complainant with a response detailing why it has decided not to pursue an investigation. Some of the reasons for not escalating a complaint can be found in section 8, Appendix 1.

Stage 2 complaints are investigated independently from the department by the Complaints team. Stage 2 complaints will be logged, defined and acknowledged within 5 working days from the receipt date of the Stage 2 request. The acknowledgement will include our understanding of the complaint, the outcomes that are being sought, which aspects the Council is or isn't responsible for and if there are any aspects that are unclear clarification will be sought. We aim to complete the investigation within 20 working days of the complaint being acknowledged. However where a complaint is complex, covers a lot of historic data or there are various strands to the complaint, the Council may extend the complaint by up to a further 20 working days. If the complainant still remains dissatisfied, they have the opportunity to have their complaint considered by the Local Government and Social Care Ombudsman (LGSCO) or the Housing Ombudsman, details of which will be included in the response.

Statutory Complaints

Some complaints received by or made on behalf of children regarding Children's Services can be considered under the Children's Statutory Complaints Procedure¹. The Children's Statutory Complaints Procedure has three stages.

- **Stage 1** - Stage 1 is acknowledged within 5 working days and answered by the Service Area and signed off by the relevant Head of Service or a manager delegated to act on their behalf as appropriate within 10 working days. The Stage 1 can be extended to 20 working days if the investigation is complex. The response will provide information on how to escalate to Stage 2 of the procedure.
- **Stage 2** - Stage 2 is investigated by an Independent Investigator who is independent of the Service Area and an Independent Person (independent of Brent Council but appointed by the Council). On completion and agreement of a complaint statement the investigation will take up to 25 working days, or up to a maximum of 65 working days if it is a complex case. The Independent Investigator will provide a report on their investigation to the Council, which is passed to a Director, Children and Young People, for adjudication. The Council's decision will be provided to the complainant. If the complainant remains unhappy, they will be advised on how to make a request for a Stage 3 Review Panel.

- **Stage 3** - If the complainant requests to escalate their complaint to a Stage 3 Review Panel, the Council will aim to arrange this within 30 days of the request being received from the complainant. The Panel will then provide a report to the Council, within 5 working days and the Council will send a copy of the report to the complainant at this stage. The Corporate Director of Children and Young People will adjudicate and provide the complainant with a response to the panel's findings within 15 working days. If the complainant remains dissatisfied, they have the opportunity to raise their concerns with the LGSCO.

Complaints about Adult Social Care also follow a statutory complaints procedure, which is governed by law². Statutory Adult Social Care Complaints have a one stage process which can take up to a maximum of 6 months to complete from the date of receipt. On receipt of a complaint, it is to the relevant service area for investigation. The complainant will initially receive a provisional response to their complaint within 20 working days from the relevant Head of Service. If the complainant remains dissatisfied with the outcome of their complaint, they can ask for the response to be reviewed. It will be reviewed by the Director, Adult Social Care, or Corporate Director, Community Health and Wellbeing. Complainants are encouraged to make any escalation request within eight weeks of receiving a provisional response, listing reasons as to why they remain dissatisfied.

Once an escalation request is received, a final response will be issued to the complainant within 30 days. However, if the complaint is complex and the Council require more time to investigate, the complainant will be informed in writing of the new timescale which will be up to a maximum period of 6 months. The response will include a paragraph detailing how the complainant can escalate their complaint to the LGSCO if they wish to do so.

3.6 When will I receive a response to my complaint?

Timescales for responses will depend on the type of complaint. Corporate complaints will be acknowledged within 5 working days and will normally be answered within 10 working days of the complaint being acknowledged, and 20 working days of the complaint being acknowledged at stage 2.

There will be circumstances in which this is not possible, in which case the complaint may be extended by a maximum of 10 working days at stage 1 and 20 working days at stage 2 of the complaints process. If the case is extended, complainants will be advised of the reasons for extension, the likely response date and be provided with contact details of the relevant Ombudsman. Details of all complaint timescales can be found in Appendix 2.

On occasions where additional time is required beyond the extended timescales noted above (more than 20 days from stage 1 acknowledgement or more than 40 days of the complaint being acknowledged at stage 2) the investigator will agree with the complainant suitable intervals for being updated on their complaint.

If the Council requires more information to complete its investigation, this will be requested from the complainant and the case paused until the information is provided. If the information is not received by the specified date, the investigation may be completed based on the information that is available at the time.

Where complaints may also be connected with other procedures, such as legal or disciplinary proceedings, or we need to liaise with other parties to resolve the complaint, often, in the interests of fairness, a response cannot be provided until these processes have been completed. The complainant will be informed if the Council is unable

to respond at the time.

There may be occasions where circumstances fall beyond the control of the Council resulting in the complaint response being delayed. Depending on the circumstances, the Complaints Service may also need to pause its investigations. Where this is the case, the Complaints Service will write to the affected complainant(s) to make them aware of this with an explanation for any delays. There may also be occasions where more time is required due to the complexity of the complaint or where the complaint covers several years of history. In these instances, the complainant will be informed and updates will be agreed at suitable intervals. Once a date is known the complainant will be informed as to when they are likely to receive a response. Complaints may be extended with the approval of both parties if additional actions need to be taken to confirm or clarify a particular issue and consider any findings.

If additional related information or complaints are provided during the course of the investigation, the Council will incorporate them into the stage 1 response if the response has not yet been issued, however we may need to extend the response time to consider the new information. It is therefore important that all supporting information is provided at the time the complaint is lodged. Any new issues will be logged as a new complaint if the stage 1 has already been issued, the issues are unrelated, or it would unreasonably delay the response.

3.7 Complaint Closure

Complaints will normally be closed once an investigation has been completed and a response has been provided to the complainant. If there are any outstanding actions following a complaint response at any stage, these are logged on to the Council's complaint system with an agreed timescale and tracked to completion. Updates on these outstanding actions will be provided to the complainant. Complaints may also be closed if a resolution has been agreed and the Council are taking steps to deliver the action/s.

There may be occasions where the complainant no longer wants to pursue the complaint, for example, if their situation changes or a resolution has been provided before an investigation has been conducted. In these circumstances the complaint will be closed on the Council's system as withdrawn/not pursued.

If a complaint has been rejected for any reason, the complaint will be deemed closed as of the date the notification of the rejection is provided to the complainant. The complainant will be notified in writing where a complaint has been rejected and provided with the reasons. Some of these reasons can be found in Appendix 1.

If the complaints procedure has been exhausted and the complainant is still dissatisfied with the response provided by the Council, the next step would be to refer their concerns to the appropriate Ombudsman.

Some complaints are within the jurisdiction of the Housing Ombudsman, and others are the responsibility of the Local Government and Social Care Ombudsman (LGSCO). Occasionally a complaint may be considered by both Ombudsman schemes. Within your complaint response the Council will provide the escalation process for the most appropriate Ombudsman.

Complaints covered by the Housing Ombudsman can be referred to the Housing Ombudsman by post at Housing Ombudsman Service, PO Box 1484, Unit D, Preston,

Complaints Policy

PR2 0ET; by using the online complaint form on their website: <http://www.housing-ombudsman.org.uk>; by email to info@housing-ombudsman.org.uk or telephone on 0300 111 3000. Please note you can contact the Housing Ombudsman Service at any point during the complaint process. It cannot investigate your complaint whilst your complaint is going through our internal complaints procedure however the Ombudsman may be able to help you reach a resolution through mediation or assistance. We cannot however prejudge any action the Ombudsman may take.

For complaints covered by the Local Government and Social Care Ombudsman, the complainant has the option of referring their complaint to the Local Government and Social Care Ombudsman (LGSCO). The Ombudsman may then consider the matter further. The address is Local Government Ombudsman, PO Box 4771, Coventry CV4 0EH (online complaint form available at: www.lgo.org.uk/making-a-complaint, telephone: 0300 061 0614).

¹ The Children's Act 1989 Representation Procedure (England) Regulations 2006, Children (Leaving Care) Act 2000, Adoption and Children Act 2002, Health and Social Care (Community Health Standards) Act 2003

² The Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 ('the Regulations')

4 Remedies

4.1 Remedies Guidance

The Council follows the Local Government and Social Care Ombudsman and the Housing Ombudsman's remedies guidance for complaints. The respective guidance can be found on the links below:

Local Government and Social Care Ombudsman

<https://www.lgo.org.uk/information-centre/staff-guidance/guidance-on-remedies>

Housing Ombudsman

<https://www.housing-ombudsman.org.uk/about-us/corporate-information/policies/dispute-resolution/policy-on-remedies/>

If financial compensation is awarded this can be offset against debt owed to the Council where appropriate.

5 Vexatious Complaints

5.1 How does the Council deal with vexatious complaints and unreasonable complainant behaviour?

Managing a complaint is generally a straightforward process. As a Council, we are committed to dealing with complaints in a professional, sensitive and timely manner. In a small number of cases, complainants pursue their complaints in a way that can either impede the investigation of their complaint or can have significant resource issues for the Council. In those situations, the Council will not consider complaints that are raised in an unreasonable manner and may need to classify the complainant as unreasonable, unreasonably persistent, or their complaint as vexatious.

The Council has a Vexatious Complaints Policy, which defines unreasonable behaviour, and vexatious complaints. It provides guidance so that Council staff can deal confidently, effectively and fairly with vexatious complaints and unreasonable complainant behaviour.

Dealing with vexatious complaints and unreasonable complainant behaviour diverts time from officer's duties and has an excessive impact on resources. The Council's services need to remain fair, consistent and accessible to everyone who wishes to use them.

If a complainant has exhausted the Council's complaints procedure, they will be referred to the Ombudsman. The Ombudsman's review of the complaint is considered final; therefore, the Council will not revisit any complaints that have already been considered by the Ombudsman.

6 Responsibilities

6.1 Who will respond to my complaint?

The Chief Executive has overall responsibility for complaints and oversight of complaint outcomes, which offer valuable opportunities for learning and improvement.

Corporate Directors and Directors shall be accountable for complaints performance in their departments and shall decide on final stage complaints for their departments.

Heads of Service are responsible for ensuring that remedies and service improvements identified by complaint investigations are carried out.

All staff are responsible for supporting timely and good quality complaint responses within the Council's timeframes.

Corporate Complaints

- Stage 1: Head of Service or Service Manager
- Stage 2: Corporate Director or Director

Adult Social Care Statutory Complaints

- Provisional Response: Head of Service or Service Manager
- Final Response: Corporate Director, Community Health and Wellbeing or Director, Adult Social Care

Children Social Care Statutory Complaints

- Stage 1: Head of Service or Service Manager
- Stage 2: Directors, Children and Young People
- Stage 3: Corporate Director, Children and Young People

7 Additional Information

- 7.1** The Council publishes the complaints policy on the Council's website. There is a dedicated Complaints section where you can view the policy, the privacy notice and the most current annual complaints report. **The Council will consider and try to accommodate as far as possible any requests to provide the policy and any other relevant documents in an accessible format.** Relevant Council services will advertise the Complaints Policy, the Complaint Handling Code and details of the Housing Ombudsman in regular correspondence (leaflets, posters, newsletter) with service users. The Housing Management Service will also be providing information on notice boards, at Resident Associations and will include a banner advert on emails they send to residents for short periods across the year promoting the complaints process. The Council will also hold events so that tenants, leaseholders and private landlords can gather information and raise concerns.

8 Appendices

8.1 Appendix 1 – Special Cases

Some types of complaints and appeals fall outside of our complaints policy.

The following complaints are not covered by the corporate complaints procedure:

- Complaints relating to Children's and Adult Social Care (these have their own statutory procedure, detailed in section 3.5)
- Complaints against schools
- Some educational matters
- Complaints against councillors
- Anonymous complaints
- Complaints made on behalf of individuals without their explicit consent
- Liability issues that are subject to an insurance claim
- Some commercial matters
- Most complaints where the customer or the Council has started legal proceedings or court action (but not where a customer has only threatened to do so)
- Complaints that have been appealed to a Tribunal or Minister, or have already gone to Court about the same dispute

- Criminal matters
- Employment issues

The following matters have their own appeals procedure and are not covered by this policy; these include but are not limited to:

- Penalty Charge Notices
- Fixed Penalty Notices
- Planning appeals
- Appeals against statutory notices
- Appeals relating to schools and school admissions
- Appeals against Special Education Needs assessments
- Housing and council tax benefit appeals
- Leasehold Tribunals
- Council tax and valuation discount and exemption appeals
- Appeals against the refusal of disabled badges for parking exemption
- Appeals against decisions relating to homelessness
- Freedom of Information and Subject Access Request complaints
- Data Protection complaints

8.2 Appendix 2 – Timescales

Corporate Complaints

- A response will be provided within 10 working days of the complaint being acknowledged at stage 1, with an extension of up to 10 working days if complex or multifaceted.
- A response will be provided within 20 working days of the complaint being acknowledged at stage 2, with an extension of up to 20 working days if complex or multifaceted.


Children Statutory Complaints

- 10-20 working days stage 1
- 25-65 working days stage 2
- 30 working days for stage 3 panel

Adults Social Care

- 20 working days – 6 months

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	Cabinet 8 September 2025
	Report from the Corporate Director, Finance and Resources
	Lead Member – Deputy Leader & Cabinet Member for Finance & Resources (Councillor Mili Patel)
Treasury Management Outturn 2024/25	

Wards Affected:	All
Key or Non-Key Decision:	Key
Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small>	Open
List of Appendices:	Four: Appendix 1: Economic Commentary Appendix 2: Debt and Investments Portfolio Appendix 3: Average Rate vs Credit Risk Appendix 4: Prudential Indicators
Background Papers:	None
Contact Officer(s): <small>(Name, Title, Contact Details)</small>	Nadeem Akhtar, Senior Finance Analyst Capital, Treasury & Commercial Email: nadeem.akhtar@brent.gov.uk Tel: 020 8937 5957 Oliver Simms Head of Finance (Capital, Treasury and Commercial) Capital, Treasury & Commercial Email: Oliver.Simms@brent.gov.uk Tel: 020 8937 1679

1.0 Executive Summary

- 1.1 This report sets out the outturn for the Council's Treasury Management Activities for 2024/25. The Local Government Act 2003 and the Local Authorities (Capital Financing and Accounting) Regulations 2003 require that regular reports be submitted to the relevant Council Committee detailing the Council's treasury management activities.

1.2 This report updates Members on both the borrowing and investment decisions made by the Corporate Director, Finance and Resources under delegated authority in the context of prevailing economic conditions and considers the Council's Treasury Management performance. The Council can only borrow for capital investment, it cannot borrow to fund operational, day to day expenditure. The borrowing supports the Council's capital investment programmes for both Council Housing (HRA) and General Fund.

1.3 Key emerging points are as follows:

1. The Council has complied with its Prudential Indicators for 2024/25.
2. Borrowing outstanding at 31 March 2025 was £900.02m and had increased from £814.3m over the course of the financial year, a change of £85.8m. The change in debt was due to raising £170.0m of new loans and repaying £84.2m of maturing debt.
3. Cash Investments outstanding at 31 March 2025 was £47.3m and had decreased from £95.3m over the course of the financial year, a change of £48.0m.
4. The Council's Capital Financing Requirement (CFR- representing the underlying need to borrow) changed from £1,254.5m to £1,351.4m, a change of £96.9m.
5. The Council's average debt pool rate was 3.85% as a 31 March 2025 and had changed from 3.89% (31 March 2024), caused by borrowing in rising interest rate environment.
6. The Council's rate of return on cash investments decreased during the year from 5.31% (31 March 2024) to 4.53% reflecting the numerous Bank of England Bank Rate changes during the financial year (3 times – from 5.25% to 4.50%).
7. Minimum Revenue Provision (MRP) charge for 2024/25 for the General Fund was £19.8m in accordance with the Council's approved MRP Policy (date of approval 29/02/2024). The charge comprised of £15.1m that was chargeable on schemes funded by prudential borrowing and £4.7m on finance leases. A further £0.9m was recognised for Service Loans, where no MRP was charged but principal payments reduced the debt liability in accordance with Statutory regulations.

2.0 Recommendation(s)

That Cabinet:

2.1 Note and comment on the overall financial performance for 2024/25.

- 2.2** Approve the submission of the report to Full Council for approval in accordance with the Chartered Institute of Public Finance and Accountancy's Treasury Management in the Public Services: Code of Practice.

3.0 Detail

3.1 Cabinet Member Foreword

- 3.1.1 The regular reporting of treasury management activities assists Members to scrutinise officer decisions and monitor progress on the implementation of its borrowing and investment strategy as approved by Full Council.
- 3.1.2 The Council's treasury management activity is underpinned by Chartered Institute of Public Finance and Accountancy's Treasury Management in the Public Services: Code of Practice (the CIPFA Code), which requires authorities to produce annually Prudential Indicators and a Treasury Management Strategy Statement on the likely financing and investment activity.

3.2 Background

- 3.2.1 The Council has borrowed money over the long term to support investment in the Council's infrastructure and invests cash balances held for short periods. It is therefore exposed to financial risks including the loss of invested funds and the revenue effect of changing interest rates. The successful identification, monitoring and control of risk are central to the Council's treasury management strategy.
- 3.2.2 The Council has adopted the CIPFA Code which requires the Authority to approve, as a minimum, treasury management semi-annual and annual outturn reports.
- 3.2.3 The 2021 Prudential Code includes a requirement for local authorities to provide a Capital Strategy, a summary document approved by full Council covering capital expenditure and financing, treasury management and non-treasury investments. The Council's Capital Strategy and Treasury Management Strategy, complying with CIPFA's requirement, was approved by full Council at a Budget and Council Tax Setting Council meeting on 29 February 2024.
- 3.2.4 The Council has borrowed and invested substantial sums of money and is therefore exposed to financial risks including the loss of invested funds and the revenue effect of changing interest rates. The successful identification, monitoring and control of risk remains central to the Council's treasury management strategy.

3.3 Economic Background

- 3.3.1 Key points emerging for 2024/25:

- UK annual Consumer Price Index (CPI) inflation continued to stay above the 2% Bank of England (BoE) target in the later part of the period.
- The BoE's Monetary Policy Committee (MPC) held Bank Rate at 4.5% at its March 2025 meeting, having reduced it in February. This follows earlier 0.25% cuts in November and August 2024 from the 5.25% peak.
- Financial market sentiment was reasonably positive over most of the period, but economic, financial, and geopolitical issues meant the trend of market volatility remained.
- Credit conditions improved during the financial year resulting in investment duration remaining at 100 days.
- Credit default swap prices generally trended lower over the period but did start to rise modestly in March, but not to any levels considered concerning.

3.3.2 Appendix 1 provides a full economic commentary for the financial year.

3.4 Balance Sheet Summary

3.4.1 As at 31 March 2025, the Council had a net borrowing position of £852.7m arising from its revenue and capital income and expenditure. The underlying need to borrow for capital purposes is measured by the Capital Financing Requirement (CFR), while balance sheet resources are the underlying resources available for investment. These factors are summarised in Table 1 below.

Table 1: Balance Sheet Summary

	31 March 2024 Actual (Original) £m	31 March 2024 Actual (Revised) £m	31 March 2025 Actual £m
General Fund CFR	935.7	957.8	1,015.1
HRA CFR	300.9	296.7	342.0
Loan CFR	1,236.6	1,254.5	1,357.1
PFI & Lease Liabilities	32.5	32.5	28.5
Total Loan CFR	1,269.11	1,287.0	1,385.6
External borrowing (Excluding accrued interest) *	814.3	814.3	900.0
Internal Borrowing (Loans CFR less external borrowing)	422.3	440.2	457.1
Less Usable Reserves	(513.3)	(528.7)	(585.6)
Less Working Capital	(4.3)	(6.8)	81.2
Investments (or new borrowing)	95.3	95.3	47.3

3.4.2 The treasury management position at 31st March 2025 and the change during the year is shown in Table 2 below.

Table 2: Balance sheet summary

	31 March 2024 Actual	Movement	31.March 2025 Actual
	£m	£m	£m
Short-term Borrowing	84.2	46.3	130.5
Long-term Borrowing	730.0	39.5	769.5
Total External Debt	814.3	85.8	900.0
Money Market Funds	90.3	(43.0)	47.3
Local Authority Cash Investments	5.0	(5.0)	0.0
Total Cash Investments	95.3	(48.0)	47.3
Net Debt	719.0	133.8	852.7

3.4.3 Borrowing has increased in the past year, in order to meet the requirements of the Council's long-term Capital investment programme as internal cash resources were utilised.

3.4.4 Cash investments decreased over the year following the repayment of maturing debt and ongoing investment in the Council's capital programme in lieu of borrowing.

3.4.5 Appendix 2 details the debt and investment portfolio as at 31 March 2025.

3.5 Borrowing

3.5.1 The Council's main objective when borrowing is to strike an appropriately minimal risk balance between securing low interest costs and achieving cost certainty over the period for which funds are required, with flexibility to renegotiate loans should the Council's long-term plans change being a secondary objective. The Authority's borrowing strategy continues to address the key issue of affordability without compromising the longer-term stability of the debt portfolio.

3.5.2 CIPFA's 2021 Prudential Code is clear that local authorities must not borrow to invest primarily for financial return and that it is not prudent for local authorities to make any investment or spending decision that will increase the capital financing requirement and so may lead to new borrowing, unless directly and primarily related to the functions of the Authority. PWLB loans are no longer available to local authorities planning to buy investment assets primarily for yield unless these loans are for refinancing purposes.

3.5.3 The Authority has not invested in assets primarily for financial return or that are not primarily related to the functions of the Authority. It has no plans to do so in future.

- 3.5.4 After substantial rises in interest rates since 2021 many central banks have now begun to reduce their policy rates, albeit slowly. Gilt yields were volatile but have increased overall during the period. Much of the increase has been in response to market concerns that policies introduced by the Labour government will be inflationary and lead to higher levels of government borrowing. The election of Donald Trump in the US in November is also expected to lead to inflationary trade policies.
- 3.5.5 The PWLB certainty rate for 10-year maturity loans was 4.80% at the beginning of the period and 5.42% at the end. The lowest available 10-year maturity rate was 4.52% and the highest was 5.71%. Rates for 20-year maturity loans ranged from 5.01% to 6.14% during the period, and 50-year maturity loans from 4.88% to 5.88%.
- 3.5.6 The cost of short-term borrowing from other local authorities has generally risen with Base Rate over the year. Interest rates peaked at around 6% towards the later part of March 2025 as many authorities required cash at the same time. These rates are expected to fall back to more normal market levels in April 2025.
- 3.5.7 The Council had a borrowing position of £814.3m as at 1 April 2024. This had increased to £900.0m as at 31 March 2025. Table 3 provides the breakdown of loan balances.

Table 3- breakdown of debt

Loan Type	01-Apr-24	New Loans	Repaid loans	31-Mar-25
	£m	£m	£m	£m
PWLB	589.8	100.0	(14.2)	675.5
LOBO	59.5	0.0	0.0	59.5
Private Placement	95.0	0.0	0.0	95.0
Local Authority	70.0	70.0	(70.0)	70.0
Total Debt Outstanding	814.3	170.0	(84.2)	900.0
Accrued Interest	10.0			8.1
Total Debt and Accrued Interest Outstanding	824.3	170.0	(84.2)	908.1

- 3.5.8 The Council raised £170.0m of new loans during the Year. Four long-term loans totalling £100.00m were raised with the PWLB on an Equal Instalment Principal (EIP) and Maturity structure. A further £70.0m of short-term loans were raised with various local authorities to support the Council's daily cashflow activity as cash balances had depleted. This borrowing requirement was driven by the demands of delivering the capital programme not already funded through

grants, contributions, capital receipts or reserves. Local authority loans were raised at an average rate of 4.9% with an average duration of 365 days. The interest rates reflect the current rising interest rate environment.

3.5.9 The four PWLB loans raised for the General Fund consisted of the following:

- £30.0m 9.5-year EIP Loan at 4.90% drawn December 2024
- £43.0m 5-year EIP loan at 4.81% drawn February 2025
- £22.0m 2-year Maturity at 4.87% drawn March 2025
- £5.0m 2-year Maturity at 4.81% drawn March 2025

3.5.10 During 2024/25 the Council repaid £84.2m of loans that were held with the PWLB (£14.2m); and local authorities (£70.0m). The PWLB loans consisted of EIP loans whilst the local authority loans were temporary loans held for cashflow purposes. Overall, the total debt movement was an increase of £85.8m.

3.5.11 The PWLB HRA rate which is 0.4% below the certainty rate is available up to March 2026. This discounted rate is to support local authorities borrowing for the Housing Revenue Account and for refinancing existing HRA loans, providing a window of opportunity for HRA-related borrowing and to replace the Council's maturing HRA debt. No PWLB loans were drawn for the HRA during the reported period.

3.5.12 **Loan Restructuring:** No loans were restructured during 2024/25. The Council will continue to monitor and evaluate the opportunity to reschedule existing loans.

3.5.13 **LOBO Loans:** As at 31 March 2025 the Council was holding £59.5m of LOBO loans. There were no LOBO loans repaid in 2024/25 but there are five LOBO loans totalling £35.0m that are due for an interest rate review in 2025/26.

3.5.14 **Forward Borrowing:** There were no forward agreed loans as at 31 March 2025.

3.6 Maturity Profile of Debt

3.6.1 As at 31 March 2024 the Council had 72 loans spread over 50 years with the average maturity being 23.7 years. The maturity profile allows the Council to spread the risk of high interest rates when debt matures in any one year.

Table 4: Debt maturity profile

Maturity Profile at 31 March 2025 (£m)	2024/25
<1 Year	130.5
1-2 Years	62.0
3-5 years	61.0
5-10 Years	97.3
10-15 Years	71.7

15-20 Years	62.0
20-25 Years	91.9
25-30 Years	41.6
30-35 Years	171.0
35-40 Years	6.1
40-45 Years	5.0
45+ Years	100.0
Debt outstanding	900.0

3.6.2 The Councils average debt pool rate at 31 March 2025 was 3.85%.

3.7 Capital Financing Requirement

3.7.1 The underlying need to borrow for capital purposes is measured by the Capital Financing Requirement (CFR). This is the amount of the Capital Programme, past and present, that is funded by borrowing and has not been paid for by revenue or other resources.

3.7.2 The Council's external borrowing was £900.0m and was within the Prudential Indicator for external borrowing, namely, that borrowing should not exceed the original estimated gross loan CFR for 2024/25 of £1,442.1m. Actual loan CFR as at 31 March 2025 stood at £1,351.4m. This can be split between the General Fund (£1,008.0m) and the HRA (£343.4m). The difference between the Loan CFR and external loans is internal borrowing. Internal borrowing occurs due to timing differences when capital expenditure that is meant to be financed through external debt is instead paid for through cash resources that are intended for other purposes. Cash is replenished later. Internal borrowing at 31 March 2025 was £451.4m as shown in Table 5.

3.7.3 During the year there were a number of assets (land and buildings) that moved between the HRA and the General Fund for the purpose of regeneration and development. In total assets with a certified value of £29.9m were transferred from the General Fund to the HRA, and the respective CFRs were adjusted.

3.7.4 The General Fund CFR was reduced by £19.8m following the application of Minimum Revenue Provision (MRP) charges and service loan repayments. MRP is discussed further below.

Table 5: Capital Financing Requirement

Capital Financing Requirement (CFR)	31/03/2024 (Draft Accounts)	31/03/2024 Revised (Audited Accounts)	31/03/2025 (Draft Accounts)
	£m	£m	£m
General Fund	935.7	957.8	1,015.1
Housing Revenue Account	300.9	296.7	342.0
Loan CFR	1,236.6	1,254.5	1,357.1
Other Debt Liabilities	32.5	32.5	28.5

Total CFR	1,269.1	1,287.0	1,385.6
External Borrowing	814.3	814.3	900.0
Internal Borrowing	422.3	440.2	457.1
2024/25 Council Approved Limits (Capital Strategy)			
Approved Operational Boundary Limit	1,200.0	1,200.0	1,700.0
Approved Authorised Limit	1,400.0	1,400.0	1,500.0
Forecasted CFR	1,125.6	1,125.6	1,442.1

3.7.5 The movement in the Loan CFR of £96.9m between 31 March 2024 and 31 March 2025 can be explained in Table 6.

Table 6: Movement in CFR

	£m
Opening Loan CFR April 2024	1,254.5
Closing Loan CFR 31 March 2025	1,357.1
Change in Loan CFR	102.6
Capital expenditure 2024/25	258.0
Capital expenditure Financing	(110.5)
MRP	(24.9)
Service Loans Repaid	(0.9)
I4B Technical Adjustment	(19.1)
Other	
Total Movements in CFR	102.6

3.8 Minimum Revenue Provision

3.8.1 The Minimum Revenue Provision (MRP) is the charge to revenue made in respect of paying off the principal sum of the borrowing undertaken to finance the capital programme. The statutory guidance provides options for calculating a charge that is considered prudent. The approach for this calculation is approved as part of the budget setting process each February by Full Council in the Minimum Revenue Provision Statement.

3.8.2 On 10th April 2024 amended legislation and revised statutory guidance were published on Minimum Revenue Provision (MRP). The majority of the changes take effect from the 2025/26 financial year, although there is a requirement that for capital loans given on or after 7th May 2024 sufficient MRP must be charged so that the outstanding CFR in respect of the loan is no higher than the principal outstanding less the Expected Credit Loss (ECL) charge for that loan.

3.8.3 The regulations also require that local authorities cannot exclude any amount of their CFR from their MRP calculation unless by an exception set out in law. Capital receipts cannot be used to directly replace, in whole or part, the prudent charge to revenue for MRP (there are specific exceptions for capital loans and leased assets).

3.8.4 The total MRP charge for 2024/25 was £19.8m and consisted of £15.1m for capital programme borrowings (historical supported borrowings and unsupported borrowings); and £4.7m for finance leases. A further £0.9m was received by the Council for service loan repayments. Total debt repayments equated to £20.7m. The Council did not make any voluntary MRP during the year.

3.9 Cost of Borrowing

3.9.1 The Council's debt management and treasury investment income budget is managed centrally. Total budget available during the year inclusive of budget virements was £27.8m. At 31 March 2025 the total interest payable on the Council's debt portfolio and debt related expenses amounted to £35.3m. Total income generated from cash investments and service investments amounted to £17.8m. Net Interest was £17.5m. MRP due on capital programme borrowings equated to £15.1m (excluding PFI; finance leases and service loan repayments). A further £8.9m was used as Revenue Contributions to Capital Outlay to support the financing of the 2024/25 capital programme, resulting a total capital financing cost of £41.5m for the financial year. The budget variance of £13.7m was offset against a drawdown from the capital reserves. Details are provided in Table 7. Growth has been added to the capital financing budget in 2025/26 of circa £7m to recognise the increase in costs of delivering past and future capital programmes and ensuring the current five-year capital programme remains affordable. The increase in cost is due to the current high-interest rate environment; and legislative changes around MRP and the recognition that the two thirds of the Council's capital programme is dependent on debt finance.

Table 7: 2024/25 Capital financing

Capital Financing Costs at Q4 (£m)	2024/25
	Actual
Total Gross External Debt Interest	32.4
Total Interest Payable & Expenses	35.3
Total Interest Receivable	(17.8)
Net Interest	17.5
MRP (Excluding PFI)	15.1
Total Interest & MRP	32.6
Revenue Contributions to Capital Programme	8.9
Total Capital Financing Costs	41.5

3.9.2 Higher interest rates throughout 2024/25 have increased the cost of short-term loans. The Council pursued its strategy of keeping external borrowing lower than its underlying level by temporarily using cash held for other purposes,

known as internal borrowing, in order to reduce risk and minimise the interest costs incurred from external borrowing.

3.9.3 Interest on treasury cash investments has been generated on cash balances held mainly within money market funds and investments with the Debt Management office. The Council has generated a rate of return of 4.53% for 2024/25 (5.31% for 2023/24). The reduction in the investment return reflects the decrease in the Bank of England's Bank Rate during 2024/25.

3.9.4 Investment income has also been generated on service investments that includes loans advanced to I4B and First Wave Housing, two wholly owned Council companies; Brent schools, Alperton Academy and the West London Waste Authority.

3.10 Investment Activity

3.10.1 CIPFA published a revised Treasury Management in the Public Services Code of Practice and Cross-Sectoral Guidance Notes on 20th December 2021. These define treasury management investments as investments that arise from the organisation's cash flows or treasury risk management activity that ultimately represents balances that need to be invested until the cash is required for use in the course of business.

3.10.2 The Council holds invested funds, representing income received in advance of expenditure plus balances and reserves. During the year, the Council's investment balances ranged between £8.9m and £131.6m due to timing differences between income and expenditure. The investment position is shown in table 8 below.

Table 8: Treasury investment activity

	31-Mar-24	Movement	31-Mar-25
	£m	£m	£m
Local Authority and DMADF Deposits	5.0	(5.0)	0.0
Money Market Funds	90.3	(43.0)	47.3
Total Cash Investments (Excluding accrued interest)	95.3	(48.0)	47.3

3.10.3 The CIPFA Treasury Management Code requires local authorities to consider their counterparty policies in light of environmental, social and governance (ESG) information. The Council has regard to funds who have signed up to ESG related initiatives, including the UN Principles for responsible investment, the UK Stewardship Code, and the Net-Zero Asset Managers Initiative.

3.10.4 Both the CIPFA Code and government guidance require the Council to invest its funds prudently, and to have regard to the security and liquidity of its treasury investments before seeking the optimum rate of return, or yield. The Council's objective when investing money is to strike an appropriate balance between risk and return, minimising the risk of incurring losses from defaults and the risk of receiving unsuitably low investment income.

3.10.5 Increasing interest rates have led to improved returns on our short-dated holdings. At 31st March 2025, the Council achieved circa 4.53% from cash investment holdings, which compares to 5.31% a year earlier. Rates have decreased throughout the year in line with the decrease in Bank Rate. Appendix 3 details the average rate earned on investments against credit risk exposure.

3.10.6 Given the higher interest rate environment and the Council's need to hold cash for day-to-day requirements, deposits have been held in short term investments, providing the Council with improved liquidity. This has also led to increased investment income given the increased deposit rates that followed from changes in the Bank of England Bank Rate. There was also a focus on holding funds with high credit ratings, providing increased security over the Council's investment portfolio.

3.10.7 The Authority expects to be a long-term borrower and new treasury investments are therefore primarily made to manage day-to-day cash flows using short-term low risk instruments. The existing portfolio of money market funds will be maintained to allow access to cash to fund daily cashflow outgoings.

3.10.8 The progression of risk and return metrics are shown in the extracts from Arlingclose quarterly investment benchmarking in the table 9 below.

Table 9: Investment benchmarking

	Credit Score	Credit Rating	Bail-in Exposure	Weighted Average Maturity (days)	Rate of Return
31.03.2022	5.06	A+	100%	1	0.52%
31.03.2023	5.03	A+	100%	1	4.08%
31.03.2024	4.91	A+	95%	10	5.31%
31.03.2025	4.88	A+	100%	1	4.53%
Similar Local Authorities*	4.90	A+	73%	13	4.80%
All Local Authorities*	4.77	A+	64%	8	4.65%

*Arlingclose clients only

3.10.9 The Council's investment return and credit risk exposure is broadly the same as other London Councils, and better on average than all local authorities that are advised by Arlingclose. The exception to the 2024/25 benchmarking performance against other London Councils is that Brent is able to access its cash investments for liquidity purposes within 1 day whereas other London Councils require 13 days on average to access their cash investments. Other Local Authorities require on average 8 days. This reflects the type of investment instruments used by Brent in 2024/25 which was money market funds only. However, Brent has 100% Bail-in exposure risk which means that 100% of cash holdings is exposed to some monetary loss in the event that the underlying assets within the fund were to default. Other London Councils have diversified investments that reduce Bail-in risk to 73% through the use of Strategic Funds

and other instruments. Other local authorities have a Bail-in risk exposure of 64%.

3.11 Non-Treasury Investment Activity

The definition of investments in CIPFA's revised 2021 Treasury Management Code covers all the financial assets of the Council as well as other non-financial assets which the Council holds primarily for financial return. Investments that do not meet the definition of treasury management investments (i.e., management of surplus cash) are categorised as either for service purposes (made explicitly to further service objectives) and or for commercial purposes (made primarily for financial return). The non-Treasury investments are held to further service objectives and are therefore categorised as for service purposes. The non-Treasury investments are classified under shareholdings to subsidiaries and loans to subsidiaries, detailed in the paragraph below.

3.11.1 Investment Guidance issued by DLUHC and the Welsh Government also broadens the definition of investments to include all such assets held partially or wholly for financial return.

3.11.2 The Council also held £252.6m of such investments as at 31 March 2024:

- Shareholding in subsidiaries: £36.4m (£36.4m in 2024/25).
- Loans to subsidiaries £216.2m (£216.3m in 2023/24).

3.11.3 I4B Holdings Limited is a company wholly owned by Brent Council that was incorporated on 16 December 2016. The primary purpose of the company is to deliver the housing options defined in the Temporary Accommodation reform plan. As of 31st March 2025, the Council had provided loan financing of £182.4m to i4B (£182.1m in 2023/24) which are secured against the company's properties. No loans were repaid in 2024/25 as the loans are arranged on a maturity structure and repayable at the end of the loan term. A new loan of £0.3m was raised in 2024/25. The Council received £5.3m (£5.3m in 2023/24) in interest for loans to I4B. The loans are secured against the properties held within the company. The Council also holds an equity investment of £36.4m (£36.4m in 2023/24) that comprises of £1 shares.

3.11.4 First Wave Housing (FWH) is a registered provider of housing in Brent and is wholly owned by Brent Council. FWH was formally known as Brent Housing Partnership (BHP). As of 31 March 2025, there were outstanding loans to Brent Council totalling £33.8m (£34.3m in 2023/24) which are secured against the properties held within the company. The Council received £0.7m in interest for loans to FWH (£0.7m in 2024/25) and a capital repayment of £0.4m (£0.4m in 2023/24). There were no new loans advanced to FWH.

3.11.5 These investments generated £6.0m of income for the Council in 2024/25 (£6.0m in 2023/24). This investment income covers the borrowing cost of investing in housing through wholly owned subsidiaries. These borrowing costs would be incurred by the Council regardless of the method through which the

Council develops new housing; however, this is the vehicle of choice for such investments.

3.12 Treasury Management Training

3.12.1 The needs of the Council's treasury management staff for training in investment and debt management are kept under review. These are considered as part of the staff appraisal process and additionally when the responsibilities of individual members of staff change. Staff attend CIPFA and Arlingclose workshops and webinars.

3.12.2 Training for Members is also kept under review. In 2024/25 Officers delivered two treasury management training sessions to the Audit and Standards Advisory Committee (July and December 2024) and one training session to all Members (February 2025)

3.13 Compliance

3.13.1 The Corporate Director, Finance and Resources reports that all treasury management activities undertaken during the year complied fully with the CIPFA Code of Practice and the Council's approved Treasury Management Strategy.

3.13.2 Compliance with the approved prudential indicators, and in particular the authorised limit and operational boundary for external debt is demonstrated within Appendix 4 (Prudential Indicators) as required by the 2021 CIPFA Treasury Management Code.

4.0 Stakeholder and Ward Member Consultation and Engagement

4.1.1 Given the nature of this report, there has been no stakeholder and ward member consultation and engagement.

5.0 Financial Considerations

5.1 The financial implications are noted in the report.

6.0 Legal Considerations

6.1 The legal basis for producing council reports on its Treasury Management Activities is founded on a combination of statutory requirements and professional codes which ensure that local authorities manage their financial resources effectively, maintaining public trust and uphold the principles of good governance.

6.2 The Local Government Act 2003 and the Local Authorities (Capital Financing and Accounting) Regulations 2003 require that regular reports be submitted to the relevant Council Committee, ensuring transparency, accountability and prudent financial management. Brent Council has adopted the CIPFA Code of Practice for Treasury Management in the Public Sector and operates its

treasury management service in compliance with this code. As such, this report forms an element of the Council's reporting structure which involves, in due course and following consideration by Cabinet, a report setting out the Council's Treasury Management activity for the year to be submitted to Full Council for approval.

7.0 Equity, Diversity & Inclusion (EDI) Considerations

- 7.1** There are no equality, diversity and inclusion considerations arising from this report.

8.0 Climate Change and Environmental Considerations

- 8.1** As part of the Council's Treasury Management Strategy, the Council will ensure an assessment is made with regards to environmental, social and governance (ESG) matters for the council's long-term investments. There were no new long-term investments made during 2024/25.

9.0 Human Resources/Property Considerations

- 9.1** None other than outlined in the report.

10. Communication Considerations

- 10.1** No additional communication strategies are required for this report.

Report sign off:

Minesh Patel

Corporate Director, Finance and Resources

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Appendix 1: Economic Commentary 2024/25

Economic Background

Both the UK and US elected new governments during the period, whose policy decisions impacted the economic outlook. The Chancellor of the Exchequer delivered her Spring Statement in March 2025, following her Budget in October 2024. Based on the plans announced, the Office for Budget Responsibility downgraded its predictions for UK growth in 2025 to 1% from 2%. However, it upgraded its predictions for the four subsequent years. Inflation predictions for 2025 were pushed up, to 3.2% from 2.6%, before seen as falling back to target in 2027. The market reaction to the Spring Statement was more muted compared to the Budget, with very recent market turbulence being driven more by US trade policy decisions and President Trump.

After revising its interest rate forecast in November following the Budget, the council's treasury management advisor, Arlingclose, maintained its stance that Bank Rate will fall to 3.75% in 2025.

UK annual Consumer Price Index (CPI) inflation continued to stay above the 2% Bank of England (BoE) target in the later part of the period. The Office for National Statistics (ONS) reported headline consumer prices at 2.8% in February 2025, down from 3.0% in the previous month and below expectations. Core CPI also remained elevated, falling slightly in February to 3.5% from 3.7% in January, just below expectations for 3.6% but higher than the last three months of the calendar year.

The UK economy Gross Domestic Product (GDP) grew by 0.1% between October and December 2024, unrevised from the initial estimate. This was an improvement on the zero growth in the previous quarter, but down from the 0.4% growth between April and June 2024. Of the monthly GDP figures, the economy was estimated to have contracted by 0.1% in January, worse than expectations for a 0.1% gain.

The labour market continued to cool, but the ONS data still require treating with caution. Recent data showed the unemployment rate rose to 4.4% (3mth/year) in the three months to January 2025 while the economic inactivity rate fell again to 21.5%. The ONS reported pay growth over the same three-month period at 5.9% for regular earnings (excluding bonuses) and 5.8% for total earnings.

The BoE's Monetary Policy Committee (MPC) held Bank Rate at 4.5% at its March 2025 meeting, having reduced it in February. This follows earlier 0.25% cuts in November and August 2024 from the 5.25% peak. At the March MPC meeting, members voted 8-1 to maintain Bank Rate at 4.5%, with the one dissenter preferring another 25 basis points cut. The meeting minutes implied a slightly more hawkish tilt compared to February when two MPC members wanted a 50bps cut. In the minutes, the Bank also upgraded its Q1 2025 GDP forecast to around 0.25% from the previous estimate of 0.1%.

The February Monetary Policy Report (MPR) showed the BoE expected GDP growth in 2025 to be significantly weaker compared to the November MPR. GDP is forecast to rise by 0.1% in Q1 2025, less than the previous estimate of 0.4%. Four-quarter GDP growth is expected to pick up from the middle of 2025, to over 1.5% by the end of the

forecast period. The outlook for CPI inflation showed it remaining above the MPC's 2% target throughout 2025. It is expected to hit around 3.5% by June before peaking at 3.7% in Q3 and then easing towards the end of the year, but staying above the 2% target. The unemployment rate was expected to rise steadily to around 4.75% by the end of the forecast horizon, above the assumed medium-term equilibrium unemployment rate of 4.5%.

Arlingclose, the authority's treasury adviser, maintained its central view that Bank Rate would continue to fall throughout 2025. From the cuts in August and November 2024 and February 2025, which took Bank Rate to 4.50%, May is considered the likely month for the next reduction, with other cuts following in line with MPR months to take Bank Rate down to around 3.75% by the end of 2025.

The US Federal Reserve paused its cutting cycle in the first three months of 2025, having reduced the Fed Funds Rate by 0.25% to a range of 4.25%-4.50% in December, the third cut in succession. Fed policymakers noted uncertainty around the economic outlook but were anticipating around 0.50% of further cuts in the policy rate in 2025. Economic growth continued to rise at a reasonable pace, expanding at an annualised rate of 2.4% in Q4 2024 while inflation remained elevated over the period. However, growth is now expected to weaken by more than previously expected in 2025, to 1.7% from 2.1%. The uncertainty that President Trump has brought both before and since his inauguration in January is expected to continue.

The European Central Bank (ECB) continued its rate cutting cycle over the period, reducing its three key policy rates by another 0.25% in March, acknowledging that monetary policy is becoming meaningfully less restrictive. Euro zone inflation has decreased steadily in 2025, falling to 2.2% in March, the lowest level since November 2024. Over the current calendar year, inflation is expected to average 2.3%. GDP growth stagnated in the last quarter of the 2024 calendar year, after expanding by 0.4% in the previous quarter. For 2025, economic growth forecasts were revised downwards to 0.9%.

Financial Markets

Financial market sentiment was reasonably positive over most of the period, but economic, financial and geopolitical issues meant the trend of market volatility remained. In the latter part of the period, volatility increased and bond yields started to fall following a January peak, as the economic uncertainty around likely US trade policy impacted financial markets. Yields in the UK and US started to diverge in the last month of the period, with the former rising around concerns over the fiscal implications on the UK government from weaker growth, business sentiment and higher rates, while the latter started falling on potential recession fears due to the unpredictable nature of policy announcements by the US President and their potential impact.

The 10-year UK benchmark gilt yield started the period at 3.94% and ended at 4.69%, having reached a low of 3.76% in September and a high of 4.90% in January in between. While the 20-year gilt started at 4.40% and ended at 5.22%, hitting a low of

4.27% in September and a high of 5.40% in January. The Sterling Overnight Rate (SONIA) averaged 4.90% over the period.

The period in question ended shortly before US President Donald Trump announced his package of 'reciprocal tariffs', the immediate aftermath of which saw stock prices and government bond yields falling and introduced further uncertainty over the economic outlook.

Credit Review

In October, Arlingclose revised its advised recommended maximum unsecured duration limit on most banks on its counterparty list to six months. Duration advice for the remaining five institutions, including the newly added Lloyds Bank Corporate Markets, was kept to a maximum of 100 days. This advice remained in place at the end of the period.

Fitch revised the outlook on Commonwealth Bank of Australia (CBA) to positive from stable while affirming its long-term rating at AA-, citing its consistent strong earnings and profitability.

Other than CBA, the last three months of the period were relatively quiet on the bank credit rating front, with a small number of updates issued for a number of lenders not on the Arlingclose recommended counterparty list.

On local authorities, S&P assigned a BBB+ to Warrington Council, having previously withdrawn its rating earlier in 2024, and also withdrew its rating for Lancashire County Council due to the council deciding to stop maintaining a credit rating. However, it still holds a rating with Fitch and Moody's. Moody's withdrew its rating of Cornwall Council after it chose to no longer maintain a rating.

Credit default swap prices generally trended lower over the period but did start to rise modestly in March, but not to any levels considered concerning. Once again, price volatility over the period remained generally more muted compared to previous periods.

Financial market volatility is expected to remain a feature, at least in the near term and, credit default swap levels will be monitored for signs of ongoing credit stress. As ever, the institutions and durations on the Authority's counterparty list recommended by Arlingclose remain under constant review.

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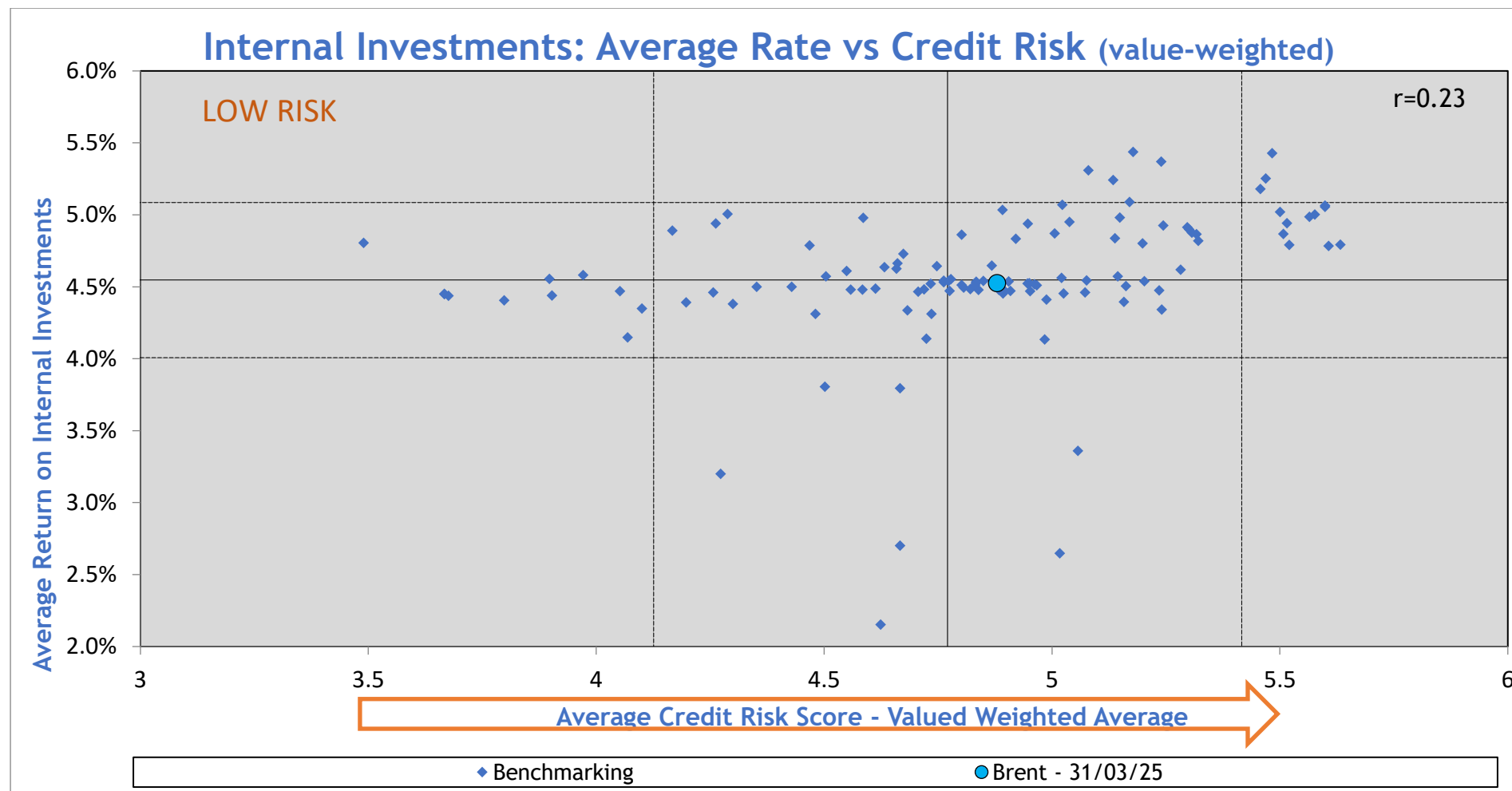
Appendix 2

Debt and Investment Portfolio 31/03/25

	Actual Portfolio as at 31 March 2025 (£m)	Average Rate as at 31 March 2025
External Borrowing:		
PWLB Maturity Loans	405.9	4.0%
PWLB Equal Instalment Principal Loans	269.6	
Fixed Rate Market Loans	95.0	2.8%
LOBO Loans	59.5	4.5%
Short-term Loans	70.0	5.3%
Total External Debt	900.0	
Accrued Interest	8.0	0
Total External Borrowing and Accrued Interest	908.0	
Other Long-Term Liabilities:		
PFI	20.8	9.5%
Finance Leases	7.7	4.1%
Total Long-term Liabilities	28.5	
Total Gross External Debt	936.5	
Investments:		
Money Market Funds	47.3	4.5%
Fixed Term Deposits – LA	0.0	
Total Investments	47.3	
Net Debt	889.2	

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Appendix 3: Internal Investments: Average Rate vs Credit Risk as at 31/03/2025



The Council measures the financial performance of its treasury management activities against similar Council's through benchmarking provided by its Treasury Management Advisor, Arlingclose limited.

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Appendix Four –2024/25 Outturn Prudential Indicators

Legislative Update

In December 2021, CIPFA published its revised Prudential Code and Treasury Management Code of Practice following concerns around the commercial activity undertaken by several local authorities and the affordability of borrowing plans.

The Code required authorities to not borrow to invest primarily for financial return and all capital expenditure undertaken must be related to the functions of the authority. The Council has not undertaken any activities to invest for a yield or have any commercial plans within the capital programme.

The Code required the Prudential Indicators (which are approved as part of the Council's Treasury Management Strategy) to be reported quarterly (from semi-annually) as part of the financial updates and will be a recurring addition to the quarterly financial reports.

Prudential Indicators

The Council has a significant borrowing requirement and balance and is therefore exposed to financial risks including the loss of invested funds and the revenue effect of changing interest rates. The successful identification, monitoring and control of risk remains central to the Council's treasury management strategy.

Prudential indicators have been calculated using the capital programme data as at quarter four of 2024/25 (Outturn). Revised budgets have been provided from 2025/26 onwards.

Capital Expenditure & Financing at Q4 2024/25 (£m)	2023/24	2024/25	2025/26	2026/27	2027/28	Total 2024/25-2027/28
	Actual	Actual	Estimated	Estimated	Estimated	
Corporate Landlord	10.0	11.6	13.0	36.1	24.3	85.0
Housing GF	111.2	98.3	97.7	36.5	2.8	235.3
Schools	11.7	22.1	23.0	28.6	5.8	79.5
Regeneration	4.5	34.6	119.4	39.5	26.1	219.7
Public Realm	25.1	18.1	25.0	4.7	1.6	49.3
South Kilburn	18.9	20.4	25.1	20.2	16.9	82.5
St Raphael's	0.6	0.2	3.5	3.9	12.5	20.0
HRA	31.0	33.6	39.8	86.6	28.0	187.9
Total Capital Expenditure	213.0	238.9	346.4	256.0	118.0	959.3
Financed By:						
Grants	57.3	52.0	33.2	32.9	7.1	125.2
Section 106	8.9	11.9	13.8	29.6	19.1	74.4
Capital Receipts	4.9	17.3	36.3	29.9	35.4	118.9
Earmarked Reserves	0.9	1.2	0.9	0.9	0.9	3.9
Major Repairs Reserve	10.4	16.6	11.1	0.0	0.0	27.7
Revenue Contributions	9.1	11.4	0.6	0.6	0.6	13.2
Borrowing	121.5	128.5	250.5	162.1	54.9	595.8
Total Capital Financing	213.0	238.9	346.4	256.0	118.0	959.3

(a) Capital Financing Requirement (CFR)

The underlying need to borrow for capital purposes is measured by the Capital Financing Requirement. This is the amount of the Capital Programme that is funded by borrowing. The Council's maximum external borrowing requirement for 2024/25 is shown in the table below. The indicator is set to ensure that the level of proposed capital expenditure remains within sustainable limits and to consider the impact on Council tax and in the case of the HRA, housing rent levels.

CFR Movement at Q4 2024/25 (£m)	2023/24	2024/25	2025/26	2026/27	2027/28
	Actual	Actual	Estimated	Estimated	Estimated
Opening CFR	1,144.0	1,254.5	1,357.2	1,580.0	1,712.9
Capital Expenditure	213.0	238.9	346.4	256.0	118.0
External Resources	(66.2)	(63.9)	(47.0)	(62.5)	(26.2)
Internal Resources	(25.3)	(46.5)	(48.9)	(31.4)	(36.9)
MRP	(18.1)	(24.9)	(26.7)	(28.3)	(28.5)
Capital Loans Repaid	(0.9)	(0.9)	(1.0)	(1.1)	(1.3)
Use of Capital Receipts	0.0	0.0	0.0	0.0	0.0
Accounting Adjustments	8.0	0.0	0.0	0.0	0.0
Closing CFR	1,254.5	1,357.2	1,580.0	1,712.7	1,738.1

External resources consist of grants and Developer contributions. Internal resources consist of use of reserves, capital receipts and revenue contributions.

(b) Gross Debt and the Capital Financing Requirement

To ensure that over the medium term, debt will only be for a capital purpose, the Council should ensure that debt does not, except in the short term, exceed the total of capital financing requirement in the preceding year plus the estimates of any additional capital financing requirement for the current and next two financial years. This is a key indicator of prudence. The table below shows that the Council expects to comply with this recommendation during 2024/25.

Gross Debt & the Capital Financing Requirement at Q4 2024/25 (£m)	2023/24	2024/25	2025/26	2026/27	2027/28
	Actual	Actual	Estimated	Estimated	Estimated
External Loans	814.3	900.0	1,201.1	1,292.8	1,302.5
PFI & Leases	36.2	32.5	28.5	24.7	22.7
Total External Debt Liabilities	850.5	932.5	1,229.6	1,317.5	1,325.2
Internal Borrowing	404.1	424.7	350.5	395.4	412.9
Capital Financing Requirement	1,254.5	1,357.2	1,580.0	1,712.9	1,738.1

(c) Liability Benchmark

The liability benchmark is an important tool to help establish whether the Council is likely to be a long-term borrower or long-term investor in the future, and so shape its strategic focus and decision making. The liability benchmark itself represents an estimate of the cumulative amount of external borrowing the Council must hold to fund

its current capital and revenue plans while keeping treasury investments at the minimum level required to manage day-to-day cash flow.

Liability Benchmark at Q4 2024/25 (£m)	2023/24	2024/25	2025/26	2026/27	2027/28
	Actual	Actual	Estimated	Estimated	Estimated
CFR	1,254.5	1,357.2	1,580.0	1,712.9	1,738.1
LOBO Loans	59.5	59.5	24.5	15.0	5.0
Non LOBO Loans	754.8	840.5	801.8	745.1	715.4
Balance Sheet Resources	(490.1)	(689.2)	(688.2)	(687.2)	(686.2)
Net Loan Requirement	719.0	852.7	806.3	740.1	700.4
Plus Liquidity Allowance	20.0	20.0	20.0	20.0	20.0
Liability Benchmark	739.0	872.7	826.3	760.1	720.4

(d) Authorised limit and Operational Boundary for External Debt

The Operational Boundary for External Debt is based on the Council's estimate of most likely i.e. prudent, but not worst-case scenario for external debt. It links directly to the Council's estimates of capital expenditure, the capital financing requirement and cash flow requirements and is a key management tool for in-year monitoring.

Other long-term liabilities comprise finance leases, Private Finance Initiative contracts and other liabilities that are not borrowing but form part of the Council's debt.

The Authorised Limit for External Debt is the affordable borrowing limit determined in compliance with the Local Government Act 2003. It is the maximum amount of debt that the Council can legally owe. The authorised limit provides headroom over and above the operational boundary for unusual cash movements.

Authorised Limit at Q4 2024/25 (£m)	2023/24	2024/25	2025/26	2026/27	2027/28
Authorised Limit	1,700.0	1,700.0	1,800.0	1,900.0	1,900.0
Operational Boundary	1,500.0	1,500.0	1,600.0	1,700.0	1,700.0

The Corporate Director for Finance and Resources confirms that there were no breaches to the Authorised Limit and the Operational Boundary during Quarter four of 2024/25.

(e) Upper Limits on one-year revenue impact of a 1% movement in interest rates

This indicator is set to control the Council's exposure to interest rate risk. The impact of a change in interest rates is calculated on the assumption that maturing loans in the current year will be replaced at current rates.

Upper Limits on one-year revenue impact of a 1% movement in interest rates on Maturing Debt at Q4 2024/25 (£m)	2024/25	2024/25
	Approved Limit	Actual
Upper limit on one-year revenue impact of a 1% rise in interest rates	5.0	0.8
Compliance with limits:		Yes
Upper limit on one-year revenue impact of a 1% fall in interest rates	5.0	(0.8)
Compliance with limits:		Yes

(f) Maturity Structure of Fixed Rate Borrowing

This indicator is to limit large concentrations of fixed rate debt needing to be replace at times of uncertainty over interest rates. The Council uses the option date as the maturity date for its LOBO loans. Loans based on existing debt portfolio as at the reported period.

Maturity Structure of Fixed Rate Borrowing at Q4 2024/25	Upper Limit	Lower limit	2024/25	2024/25	2024/25
			Forecast Borrowing at 31.03.2025	Forecast Borrowing at 31.03.2025	Compliance with limits
	%	%	£m	%	
Under 12 months	40.0	0.0	130.5	14.5%	Yes
12 months & within 24 months	40.0	0.0	62.0	6.9%	Yes
24 months and within 5 years	40.0	0.0	61.0	6.8%	Yes
5 years and within 10 years	60.0	0.0	97.3	10.8%	Yes
10 years and within 20 years	75.0	0.0	133.7	14.8%	Yes
20 years and within 30 years	75.0	0.0	133.5	14.8%	Yes
30 years and within 40 years	75.0	0.0	177.1	19.7%	Yes

Over 40 years	75.0	0.0	105.0	11.7%	Yes
Total			900.0	100.0%	

(g) Ratio of Financing Costs to Net Revenue Stream

This is an indicator of affordability and highlights the revenue implications of existing and proposed capital expenditure by identifying the proportion of the revenue budget required to meet financing costs, net of investment income.

Financing Costs to Net Revenue Stream at Q4 2024/25	Limit	Actual	Forecast	Forecast	Forecast
	2024/25	2024/25	2025/26	2026/27	2027/28
Financing Costs (Interest & MRP) (£m)	39.1	32.6	40.5	46.1	46.2
Net Revenue Stream (£m)	383.3	387.0	431.4	448.7	465.8
Proportion of net revenue stream (%)	10.2%	8.4%	9.4%	10.3%	9.9%

Financing costs can be further broken down as follows.

Capital Financing Costs at Q4 (£m)	2023/24	2024/25	2025/26	2026/27	2027/28
	Actual	Actual	Estimated	Estimated	Estimated
Total Gross External Debt Interest	30.3	32.4	51.5	57.5	59.9
Total Interest Payable & Expenses	33.6	35.3	53.3	58.7	61.0
Total Interest Receivable	(24.5)	(17.8)	(29.9)	(32.0)	(35.9)
Net Interest	9.1	17.5	23.4	26.7	25.2
MRP (Excluding PFI)	13.4	15.1	17.1	19.4	21.1
Total Interest & MRP	22.4	32.6	40.5	46.1	46.2
Revenue Contributions to Capital Programme	8.0	8.9	8.6	3.5	3.5
Total Capital Financing Costs	30.4	41.5	49.1	49.6	49.7

(h) Upper Limit for Total Principal Sums invested over 364 Days

The purpose of this limit is to contain exposure to the possibility of loss that may arise because of the Council having to seek early repayment of the sums invested.

Upper Limit for Total Principal Sums invested over 364 Days at Q4 2024/25 (£m)	2023/24	2023/24	2024/25	2024/25
	Approved	Actual	Approved	Actual
Upper Limit for Total Principal Sums Invested Over 364 Days	50.0	0.0	50.0	0.0

(i) Security

The Council has adopted a voluntary measure of its exposure to credit risk by monitoring the value-weighted average credit rating of its investment portfolio. This is calculated by applying a score to each investment (AAA=1, AA+=2, etc) and taking the arithmetic average, weighted by the size of each investment. Unrated investments are assigned a score based on their perceived risk.

Credit Risk Indicator at Q4 2024/25	2023/24	2023/24	2024/25	2024/25
	Approved	Actual	Approved	Actual
Portfolio average credit rating	A	A+	A	A+

(j) Liquidity

The Council has adopted a voluntary measure of its exposure to liquidity risk by monitoring the amount of cash available to meet unexpected payments within a rolling three-month period, without additional borrowing.

Liquidity Risk Indicator at Q4 2024/25 (£m)	2023/24	2023/24	2024/25	2024/25
	Approved	Actual	Approved	Actual
Total cash available within 3 months	20.0	95.3	20.0	47.3

(k) Investment Forecast

This indicator demonstrates the Council's investment exposure broken down by category for Treasury and non-treasury investments. Non-Treasury investments are directed under the Council's Investment Strategy 2024/25, whilst treasury investments are managed under the Treasury Management Strategy 2024/25.

Total Investment Exposure Indicator at Q4 2024/25 (£m)	2023/24	2024/25	2025/26	2026/27	2027/28
	Actual	Actual	Estimated	Estimated	Estimated
Treasury management cash investments	95.3	47.3	20.0	20.0	20.0
Service investments	285.6	284.6	323.4	322.2	321.0
Commercial investments: Property	0.0	0.0	0.0	0.0	0.0
Total Investments	380.9	331.9	343.4	342.2	341.0
Commitments to lend	50.0	50.0	50.0	50.0	50.0
Total Exposure	430.9	381.9	393.4	392.2	391.0

Service investments are further broken down in the table below.

Loans & Investments for service purposes: Category of borrower at Q4 2024/25 (£m)	2023/34	2024/25	2024/25	2025/26	2026/27	2027/28
	Actual	Approved Limit	Actual	Estimated	Estimated	Estimated
I4B Subsidiary Loans	182.1	400.0	182.4	222.4	222.4	222.4
I4B Subsidiary Equity	36.4		36.4	36.4	36.4	36.4
FWH Subsidiary Loans	34.3		33.8	33.4	32.9	32.5
Local Businesses	0.2	10.0	0.0	0.0	0.0	0.0
Schools, Academies and Colleges	17.9	55.0	17.6	17.4	17.1	16.8
West London Waste Authority	14.8	20.0	14.4	13.9	13.5	13.0
Local Charities	0	10.0	0	0	0	0
Housing Associations	0	50.0	0	0	0	0
Local Residents	0	5.0	0	0	0	0
Total	285.6	550.0	284.6	323.4	322.2	321.0

(I) Investment Funding

This indicator demonstrates the amount of exposure to borrowing because of investments made for service purposes. These investments are the loans to the Council's subsidiaries i4B Holdings Ltd and First Wave Housing Ltd.

Investments Funded by Borrowing at Q4 2024/25 (£m)	2023/24	2024/25	2025/26	2026/27	2027/28
	Actual	Actual	Estimated	Estimated	Estimated
I4B Loans	182.1	182.4	222.4	222.4	222.4
I4B Equity	36.4	36.4	36.4	36.4	36.4
First Wave Housing (FWH)	34.3	33.8	33.4	32.9	32.5
Total Service investments	252.7	252.6	292.1	291.7	291.2
Total Funded by Borrowing	252.7	252.6	292.1	291.7	291.2

(m) Investment Rate of Return

This indicator demonstrates the rate of return obtained from the different investment categories.

Investments net rate of return at Q4 2024/25	2023/24	2024/25	2025/26	2026/27	2027/28
	Actual	Actual	Estimated	Estimated	Estimated
Treasury management investments	5.31%	4.53%	3.94%	3.75%	3.75%
Service investments	2.4%	2.4%	2.6%	2.6%	2.6%

(n) Other Investment Indicators

Other investment indicators	2023/24	2024/25	2025/26	2026/27	2027/28
	Actual	Actual	Estimated	Estimated	Estimated
External Debt (Loans)	814.3	900.0	1,220.0	1,311.6	1,321.0
Net Service Expenditure	358.4	387.0	431.4	448.7	465.8
Debt to net service expenditure ratio	2.3	2.3	2.8	2.9	2.8

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