

CABINET Agenda

Date Monday 20 March 2023

Time 4.00 pm

Venue Crompton Suite, Civic Centre, Oldham, West Street, Oldham, OL1 1NL

- Notes
1. DECLARATIONS OF INTEREST- If a Member requires any advice on any item involving a possible declaration of interest which could affect his/her ability to speak and/or vote he/she is advised to contact Paul Entwistle or Liz Drohan in advance of the meeting.
 2. CONTACT OFFICER for this Agenda is Constitutional Services Tel. 0161 770 5151 or email elizabeth.drohan@oldham.gov.uk
 3. PUBLIC QUESTIONS – Any member of the public wishing to ask a question at the above meeting can do so only if a written copy of the question is submitted to the Contact officer by 12 Noon on Wednesday, 15 March 2023.
 4. FILMING – This meeting will be recorded for live and/or subsequent broadcast on the Council's website. The whole of the meeting will be recorded, except where there are confidential or exempt items and the footage will be on our website. This activity promotes democratic engagement in accordance with section 100A(9) of the Local Government Act 1972. The cameras will focus on the proceedings of the meeting. As far as possible, this will avoid areas specifically designated for members of the public who prefer not to be filmed. Disruptive and anti social behaviour will always be filmed.

Any member of the public who attends a meeting and objects to being filmed for the Council's broadcast should advise the Constitutional Services Officer who will instruct that they are not included in the filming.

Members of the public and the press may also record / film / photograph or broadcast this meeting when the public and the press are not lawfully excluded. Please note that anyone using recording equipment both audio and visual will not be permitted to leave the equipment in the room where a private meeting is held.

Recording and reporting the Council's meetings is subject to the law including the law of defamation, the Human Rights Act, the Data Protection Act and the law on public order offences.

Please also note the Public attendance Protocol on the Council's Website

https://www.oldham.gov.uk/homepage/1449/attending_council_meetings

MEMBERSHIP OF THE CABINET IS AS FOLLOWS:

Councillors Akhtar, Ali, Brownridge, Chadderton, Jabbar, Moores, Mushtaq, Roberts and Taylor

Item No

- 1 Apologies For Absence
- 2 Urgent Business
Urgent business, if any, introduced by the Chair
- 3 Declarations of Interest
To Receive Declarations of Interest in any Contract or matter to be discussed at the meeting.
- 4 Public Question Time
Any member of the public wishing to ask a question at the above meeting can do so only if a written copy of the question is submitted to the Contact officer by 12 Noon on Wednesday, 15 March 2023.
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- 5 Minutes of the Cabinet Meeting held on 27th February 2023 (Pages 1 - 18)
- 6 Revenue Monitor and Capital Investment Programme 2022/23 Quarter 3 – December 2022 (Pages 19 - 74)
- 7 Local Taxation and Benefits Discretionary Policies 2023/24 (Pages 75 - 134)
- 8 Section 75 and Integration Agreement arrangements
Report to follow.
- 9 Enhancement of Community Sports Pitches (Pages 135 - 144)
- 10 Approval of Grant Funding Agreement with Greater Manchester Combined Authority (Pages 145 - 152)
- 11 UKSPF Grant Acceptance (Pages 153 - 162)
- 12 Levelling Up Fund Grant Acceptance (Pages 163 - 172)
- 13 Acceptance of Funding Allocations 2022-2023 for Oldham Lifelong Learning Service (Pages 173 - 236)
- 14 Oldham Community Leisure - Contract (Pages 237 - 240)
- 15 Oldham Community Leisure (OCL) - Utility Benchmarking (Pages 241 - 244)



- 16 Contract Novation - Green Square Accord to Allied Health Services Ltd (Care At Home) (Pages 245 - 252)
- 17 Exclusion of the Press and Public
- That, in accordance with Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting for the following items of business on the grounds that they contain exempt information under paragraph(s) 3 of Part 1 of Schedule 12A of the Act, and it would not, on balance, be in the public interest to disclose the reports.
- 18 Approval of Grant Funding Agreement with Greater Manchester Combined Authority (Pages 253 - 270)
- 19 UKSPF Grant Acceptance (Pages 271 - 278)
- 20 Levelling Up Fund Grant Acceptance (Pages 279 - 288)
- 21 Oldham Community Leisure - Contract (Pages 289 - 608)
- 22 Oldham Community Leisure (OCL) - Utility Benchmarking (Pages 609 - 624)
- 23 Contract Novation - Green Square Accord to Allied Health Services Ltd (Care At Home) (Pages 625 - 634)

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Present: Councillor Chadderton (Chair)
Councillors Akhtar, Ali, Brownridge, Jabbar, Moores, Mushtaq,
Roberts and Taylor

1 **APOLOGIES FOR ABSENCE**

There were no apologies for absence received.

2 **URGENT BUSINESS**

The Chair agreed to accept an Item of Business, New Theatre as a matter of urgency in accordance with S.100 B (4) of the Local Government Act 1972; Urgent Cabinet approval was required to enable the Council to ensure the detail and approvals were considered as soon as possible and the decision could not reasonably wait until the next Cabinet meeting. The Item was considered at Item 6 of the agenda

3 **DECLARATIONS OF INTEREST**

Councillor Brownridge declared an other interest in Items 6 and 11 Investing in a New Theatre in Oldham, by virtue of her Council appointment as a trustee of the Coliseum Board.

4 **PUBLIC QUESTION TIME**

There were three public questions received:

1. The first question was submitted by Jane Barker.
The details of the new theatre proposal has just been announced. The plans are nothing like what was originally promised, which was a theatre with capacity similar to that of the Coliseum. The proposal contains half the seating capacity of the Coliseum, and that is not good enough. How will any theatre company be able to produce financially viable theatre with such a small capacity? Last year Oldham Coliseum sold 33000 tickets for the pantomime, but the new venue will only be able to cater for half that number. That is hundreds of thousands of pounds of lost income, not to mention thousands less visitors spending money in cafes and bars in the town. Where is the ambition and aspiration of Oldham Labour Councillors to put Oldham on the map and create a visitor attraction that we can be proud of?

The Leader responded:

Our latest proposals include a 300-350 seat auditorium which has been developed over a long period of time and many conversations, with the Coliseum itself, the Arts Council, other arts and culture organisations, and members of the community. We've also looked at comparable well-performing producing theatres in other towns across the country many of whom have similar or even fewer numbers of seats.

We're still developing the final designs with local arts companies but also with external experts in theatre who will help us scrutinise the detailed plans to make sure they can be profitable and it is workable. We'll keep having conversations with technical experts ahead of submitting a planning application.

For a local authority to be committing £24 million, in this climate of austerity and challenge to our budgets, this is an absolute marker of our ambition and aspiration for arts in this town. We're investing because we know a theatre is an important part of a thriving successful Oldham town centre and because our local communities have made this really clear when talking to us about what they want in their town. But we have to be realistic - the new theatre also has to be sustainable. Its operator has to be able to make money all year round – not just from one production a year.

On the specific issue of the pantomime – which I know is close to the hearts of lots of Oldhamers, the council has offered the use of the new event space in the Spindles with a capacity of 750 for panto in the future. This would enable the Coliseum to up capacity for that production should they need to. Obviously, their recent announcement has put this on hold but the offer is still available.

2. The second question was submitted by Kevin Leach:
I am a resident in the Borough and have worked in the arts and at the Coliseum for 17 years. I am passionate for Oldham and its people.

Given the ineptitude of the council over the years in delivering a new THEATRE in Oldham and the planned closure of the Coliseum what is the council planning to do for the 70 staff who have given so much to the town and invested in it.

These skilled workers will be lost and move elsewhere. Their money they spend and the people they bring into the town will also be lost. Their faith in the town also lost. There is no professional place for them to work in the town. So they will go elsewhere where they will be valued.

We struggle now to get a skilled workforce because of the lure of Manchester. How also do the council envisage recruitment of skilled staff for the new space given those skilled staff who now reside in the town will have no other option but to seek work outside of the borough.

The Leader responded:

We share the sadness at the Coliseum's Board's decision to close the theatre's doors after 31 March 2023, and the resulting consequences this has on the staff who have given years of service to the arts and the town.

We understand why the Coliseum has had to make the recent decisions and why they are in this position, but as an independent business with charitable status the Coliseum have sole responsibility for the employment of



their staff, their financial arrangements and their decisions. The Council has no say in the decisions of the Coliseum organisation.

The Council has spoken with Equity and continue to offer all the support we can while the consultation between staff and the Coliseum is ongoing. But we need to be clear – on matters of employment the Coliseum’s Board has to make those decisions.

We’re committing to a new theatre for the town, a theatre that will provide jobs for local people in the future. What we can also do to support the short-term future of arts and performance in Oldham is to commit to using the arts funding we already have, both the council’s own funding and any we receive from the Arts Council and other places to support local companies, for use with local artists and workers to support local arts organisations. This will be especially important over the next few years while we are working to retain and build audiences for the opening of the new theatre.

With regard to the need for a base for the Coliseum – we agree, that’s why we’ve been planning this new theatre with them as their new home. But the plan, which they were well aware of and supportive of, was always to move away from the building and take performances across the borough – reaching out to new audiences in anticipation of a new theatre to attract them into.

We continue to hope the Coliseum can play a role in Oldham’s cultural life and we are having conversations with the Coliseum Board to support them through this difficult time.

3. The third question was submitted by Gareth Forbes: Question to be asked by Chris Clarkson, on behalf of Gareth Forest (on behalf of Equity members):

- (i) Will you guarantee that the new theatre will be a producing house?

The Leader responded, it is not in the council’s gift to guarantee this but that’s absolutely our ambition, we know how valuable a producing theatre has been to the town and we want to retain one. Our conversations with the Coliseum and Arts Council are very focused on this and we’ll do everything we can to try and ensure we retain one.

- (ii) Who is going to run that theatre?

The Leader responded, on the issue of who will run it – the honest answer is we don’t yet know. The Coliseum’s news took us by surprise but as a result we need a new model for the operation of the theatre IF the Coliseum won’t be the operators. What we will say is that we’re confident about being able to shape a successful operating and business model for the new theatre and we’re already working with the Arts Council and other arts organisations locally to shape this.



- (iii) What can you/ we do to ensure that the Oldham Coliseum company survives until the new building opens?

The Leader responded, the harsh reality is that the council cannot be responsible for the future of an independent organisation – its future is in the hands of its Board. What I can say is that we are in almost daily dialogue with the Coliseum Board to support them as they build a new future for themselves. The Council has submitted a proposal to the Board to help secure and save the future of the Coliseum – we are still working with them and the Arts Council to try and find a solution. Daily dialogue with the Coliseum and the Board – Council have submitted a proposal to the Board

- (iv) What provision will the Council make to maintain a producing theatre company in Oldham operating from April 1st 2023, and who will run that producing company if the Coliseum as a company goes into administration?

The Leader responded, can I refer you to a previous answer about a producing theatre as this is the Council's ambition. We are in talks about potential future operating models for the theatre but at this time, we cannot fully answer this question, as it not within the Council's gift. Conversations with the Coliseum Board continue. A lot of this is not within the council's gift and continue conversation with Oldham Coliseum Board

- (v) How does the Council plan for the new theatre to be a viable producing house in the absence of a fly system/theatrical rigging system, which is necessary for a full pantomime production and for many live theatre production?

The Leader responded, the detailed specification for the new theatre is yet to be finalised and will be subject to full consultation at planning stage. The work to date has been shaped by external theatre specialists and local arts organisations including the Coliseum. The Council has already been in touch with other external advisors and organisations to help us scrutinise the plans as they go through the planning process. In relation to Pantomime the Coliseum has been offered the events space at the Spindles, the Council are not experts in running theatres.

- (vi) Can the Council guarantee the new theatre will be commercially viable for pantomimes with a 300 seat approx capacity theatre?

The Leader responded, the new theatre aims to provide a new space for performance but also new space to raise income for the operator through greater front of house provision and more useable, rentable space elsewhere in the building. The modelling work needs revisiting following recent announcements by the Coliseum, but the Council is confident that with the continued advice from external specialists the future of arts and performance in

Oldham will continue to be a success. On the specific issue of the pantomime I'll refer you to the previous relevant answer – we have offered the use of our event space should the new theatre prove too small for that show. We need a performance offer that is profitable year-round. I would not spend money on a non viable theatre

- (vii) Has the Council produced an assessment of the permanent jobs the new theatre will create balanced against the job losses from the current theatre, taking into account the lack of need for specialist fly/theatre rigging staff?

The Leader responded, no, this isn't something the council would lead on. This would be a piece of work for the future operator of the theatre. However, we're committing to building a new theatre precisely because we want to retain both an arts offer and arts jobs in the borough.

- (viii) Has the Council produced an assessment for how it will ensure it can hire the skilled staff needed for operating a new theatre and it will work to stop the loss of skilled staff from Oldham who will be made redundant from the Coliseum on 31st March 2023?

The Leader responded, again, I can't answer this - this will be a requirement of the future theatre operator.

- (ix) Is there absolutely no way the Council can support the Coliseum to remain open until after the next panto and then support the company to work peripatetically?

The Leader responded, the Council has not changed its plan to support the Coliseum either financially through the annual grant we provide or through the underwriting of its property rent and repair costs. As we have discussed earlier the plan was always for the Coliseum to leave the current building and provide great theatre in other venues while the new theatre was built. What has changed is the Coliseum Board's decision to close the doors from March this year. We understand the financial challenges they are facing, but at this time the future of the Coliseum after March rests with that Board and questions about their future need to be asked of them. The reality was that the theatre could not continue without Arts Council Funding and that is where we are, funding from the Council has never changed we did not want them to remove the Arts Council Funding it is a producing theatre and there was a lot of work in a short space of time to undertake and the Council would support as well as we can.

URGENT BUSINESS -INVESTING IN A NEW THEATRE FOR OLDHAM



Councillor Brownridge declared an other interest in Items 6 and 11 Investing in a New Theatre in Oldham, by virtue of her Council appointment as a trustee of the Coliseum Board. She left the room and took no part in the vote thereon.

Consideration was given to a report of the Executive Director, Place and Economic Growth. Director of Public Health (with responsibility for Culture) and Assistant Chief Executive which provided details of the delivery of a new theatre in Oldham Town Centre.

The planned new theatre building was successful in gaining Towns Deal funding from central government in June 2021 and work had progressed significantly with detailed plans well advanced. It was proposed that the new theatre be progressed through a further consultation ahead of submitting a planning application, and funding arrangements confirmed, including the use of Towns Deal.

Alongside this, Oldham had been offered access to £1.845 million of Arts Council funding to provide performance, arts and culture across the borough over the next three-years. In order to access this funding, Oldham Council had a requirement to indicate its acceptance of this funding and to recommit to the development of a new theatre for the borough.

Oldham Coliseum began as a circus on Henshaw Street dating back to 1885, known then as the Colosseum. Built in 1887, the current theatre building based on Fairbottom Street, off Yorkshire Street, in Oldham Town Centre, had been used as a music hall and a cinema, before reopening in 1938, as the Oldham Repertory Theatre. The Oldham Rep lasted until 1978 when it was reconstituted as the Oldham Coliseum Theatre. The current Fairbottom Street building, the adjacent office building and car park are leased by the Coliseum from the Council on a rent-free arrangement.

In 2012 Oldham Council invested £2 million into the Fairbottom Street theatre, upgrading audience areas, replacing seating, improving heating and updating ventilation. However, even with this level of investment, both the Coliseum Board and Management Team, and Oldham Council agreed that the current building could not meet the long-term needs of the theatre: it's performers, staff and its audiences deserved better. Problems with accessibility, a lack of quality back-stage and front of house facilities and a growing list of maintenance issues common to old buildings were evident (including asbestos and lack of provision for disabled performers and visitors). A full building survey, undertaken at the time (2012), gave the building a ten-year lifespan.

The scale of the issues found and Oldham Coliseum's requirement for better facilities meant that renovating, refurbishing, repurposing or re-investing in the building was not possible. In addition, the size and topography of the site meant that rebuilding on the current site would be restrictive and very expensive as a result. In 2012, both Oldham Coliseum and Oldham Council agreed that a new theatre building on a new site was required.

Since this time, the Council has continued to undertake and pay for structural maintenance required to the building (c.£20k per year for the last ten years) as the internal maintenance, repairs and building H&S compliance falls to the Coliseum management team for up-keep.

With the ongoing issues with the building itself, work has continued between Oldham Council, Arts Council England and Oldham Coliseum Board and management team (three organisations also referenced as “the partnership” in this report) to find and create a new home for the Coliseum, and a new space for arts and performance in the town.

Over the last ten years, the partnership had developed plans for two different theatre projects, but challenges of design and layout, plus the need for a sustainable business model for the Coliseum as the future operator of the site, have meant these projects were not deliverable.

However, the development of a new theatre had remained a priority given the acknowledged issues with the current building, and this agreed approach with the partnership was central in the development of Oldham’s Cultural Strategy which recognised how important arts and performance were to the town and the wider area.

In 2019/20 Oldham Council, the Arts Council and Oldham Coliseum (the partnership) jointly reviewed options once again for a new theatre – existing site and others in the town centre - and bringing back-to-life the heritage buildings (the Old Post Office and former Quaker Meeting House) on Union Street was the preferred location / site. This site was at the heart of Oldham’s growing cultural quarter, close to Oldham Gallery and Library and next door to the Old Library, which was currently being redeveloped following consultation with local communities and feedback to bring empty heritage buildings back into use as part of the Council’s Creating a Better Place Strategy.

Linked to the new Cultural Strategy for Oldham, in August 2020 the ongoing partnership between the Coliseum, Arts Council England and Oldham Council saw the development of a new performance venue. The Oldham Making Space for Live Performance Feasibility report and Making Space Vision provided the basis for the current project design and subsequent successful application for a Towns Fund grant to support the delivery of this important new building.

In late 2022, following some issues with the walls at the back of the stage, a further full building survey was commissioned. This survey, completed in January 2023, found that the building needed numerous urgent health and safety compliance works. The Coliseum had been given this report (appended to Part B report) and they had been asked to urgently action the works to ensure compliance while the doors are open till the end of March. This survey confirmed the conclusion of the 2012 survey that the building was beyond its expected lifespan.

The plan, agreed by all parties, and acknowledging the life-span of the current building was always that Oldham Coliseum would leave the Fairbottom Street theatre building. However, the Coliseum would continue to perform in a range of different venues across the borough – building new audiences in

anticipation and readiness for the new theatre opening in 2025/26.



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A new theatre for Oldham

The proposals in this report were for a new £24.5 million theatre at the Union Street site that had been developed by the partnership to provide a modern, accessible venue for audiences from Oldham and beyond.

The new theatre would provide a more modern, accessible venue for performers and audiences from Oldham and beyond. The proposals included a new 300-350 seat auditorium and more intimate 120 seat studio for performance space, together with enhanced back-stage facilities, additional education, event and rehearsal space and better front-of house facilities including bar and café areas, for audiences to enjoy. The new theatre would revitalize Oldham's cultural offer and create additional jobs, both in the venue and from the surrounding area.

The space was being designed, not only as a home for Oldham Coliseum, but for use by other local arts and community organisations for both local and visiting audiences. The plans are at an advanced stage and have been developed by members of the current Oldham Coliseum Board and other cultural organisations with support from the Arts Council.

Oldham Coliseum Theatre (the Organisation)

The Oldham Coliseum had benefited from Arts Council funding as one of its National Portfolio Organisations (NPO) over a number of years. This funding accounted for around a third of their income alongside grants from other organisations and revenue from their successful productions.

Oldham Coliseum was provided with annual cultural funding from Oldham Council of £138,000 per year. Alongside this the Coliseum was also provided with rent-free use of the current theatre building, office space and car park: they also lease separate storage facilities from the Council. In addition, the Greater Manchester Combined Authority has provided annual funding to Oldham Coliseum of c.£100,000 per year through the GM Culture Fund (2020-23).

In 2022 the Oldham Coliseum submitted a bid to retain its National Portfolio Organisation status and funding for the period 2023-2026. In November 2022, the Arts Council announced that this bid had been unsuccessful deeming it 'high risk' and referencing concerns about the theatre's financial management, leadership and governance.

Following the Arts Council funding announcements in November, the Chief Executive of Oldham Coliseum left the organisation and, shortly after, the Chair of the Board resigned followed by the Vice-Chair. Chris Lawson, previously the Coliseum's Artistic Director, stepped up as Interim Chief Executive and an Interim Chair and Vice-Chair were appointed to the Board.

Oldham Council had worked with the Arts Council since November to support the Coliseum as they worked to make changes to their programme, their organisation and sought to meet the challenges they were facing. Unfortunately, in February 2023, acknowledging the significant financial

challenges they were facing, Oldham Coliseum announced its intention to close its doors stating “the current financial situation is not sustainable for the running of a full-time theatre”.



Arts Council Funding for Oldham

Despite being unable to include the Oldham Coliseum among its National Portfolio organisations, the Arts Council, acknowledging both Oldham’s designation as a levelling up place for culture and our commitment to investing in new cultural offers for the town, have ringfenced £1.845 million over three years to support the delivery of local arts and culture.

In November 2022, at the time that the outcome of the Coliseum’s funding bid was announced, Oldham Council were informed by the Arts Council that this ringfenced funding would be made available. Since then, the Arts Council have provided further information on the purpose and means of access for these funds, including that the funding must be used to:

To access this funding, Oldham Council has been asked by the Arts Council to provide a detailed plan for its proposed programme of activity and confirmation that the council intends to progress with plans for the new theatre.

The future for the Oldham Coliseum

Oldham’s new theatre was always intended to be the future home of the Oldham Coliseum with work already underway to develop a new operating and production model for the new theatre. The Council and Arts Council remain confident in the ability to form a strong operating and business model for a producing theatre without the Coliseum should that be required. The timings for the new theatre continued to be supported by the Arts Council and the Coliseum, and it was always the plan for the Coliseum to move out of its current home (in line with the expected life-span of the Fairbottom Street site) and to produce and perform works elsewhere in other venues across the borough, and wider areas, for a period while the new theatre was built. This would allow them to continue providing art for local audiences and, importantly, build new audiences in anticipation and readiness for the new theatre.

As part of these discussions, and, recognising the love and loyalty that theatre goers have for the Oldham Coliseum name and history, Oldham Council were continuing conversations with the Coliseum Board to try and retain some of the artistic legacy.

Options/Alternatives considered

Options considered over the past decade, with a summary included earlier in this report, relating to:

- The future of the Coliseum building;
- The location, size, and requirements for a theatre building in Oldham;
- The funding arrangements and receipt of external grant support (Council Capital Strategy and Town Deal); and
- The emerging business case and detailed project plans (Town Deal).

RESOLVED – That the Cabinet would consider the commercially sensitive information at Item 11 of the agenda before making a decision.



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7

GRANT ACCEPTANCE: CITY REGION SUSTAINABLE TRANSPORT SETTLEMENT (CRSTS) - MANCHESTER STREET VIADUCT REFURBISHMENT

Consideration was given to a report of the Director of Environment which sought to notify Cabinet of the value of a grant the Council Oldham Council had secured for additional funding for the refurbishment of Manchester Street Viaduct, via the Department for Transport (DfT) City Region Sustainable Transport Settlement (CRSTS) and to notify Cabinet of the intention to bring this additional resource into the transport capital programme to design and undertake refurbishment works to Manchester Street Viaduct.

The Greater Manchester CRSTS programme business case was submitted to the Department for Transport (DfT) in September 2021 by Transport for Greater Manchester (TfGM) on behalf of themselves and all 10 GM districts.

Greater Manchester Combined Authority (GMCA) received confirmation of the full CRSTS allocation of £1.07bn for spend across 2022/23-2026/27 on the 1st of April 2022.

On the 29 July 2022, the DfT, as the funders of the CRSTS, confirmed the delivery plans and funding allocations to each city region and sent a funding letter to each City Region Mayor. One scheme included in the delivery plan, is the Strategic Maintenance scheme - Manchester Street Viaduct refurbishment.

This scheme had been developed over the past year and had now secured Strategic Outline Business Case (SOBC) assurance through TfGM processes to move to scheme design and delivery, utilising the now approved DfT CRSTS capital budget.

The next steps included

- The approval goes through GMCA on 27 January 2023.
- Oldham Council accept the grant offer of £4.5m to deliver the Manchester Street Viaduct refurbishment scheme.
- Oldham Council bring the additional resource into the transport capital programme in 2022/23 and programme across subsequent financial years, and commence design development for the scheme.
- Completion of design development in 2024/25.
- Construction of the Manchester Street Viaduct Refurbishment works in 2025/26.
- Monitoring and Evaluation Plus 1 Year Assessment completed in 2027/28.

External support required included:

- Structural investigations, testing, assessment and reporting.
- Procurement and commissioning of design consultants and Early Supply Chain Involvement (ESI) contractor.
- Surveys, site investigations and Traffic Management proposals.
- Preliminary design development of refurbishment works.

- Detailed design of refurbishment works.
- Procurement of main works contractor.
- Construction of refurbishment works.

Options/alternatives considered

Option 1 - Undertake works that would extend the life of the structure and retain the essential link

Option 2: Refuse the grant – leading to the eventual closure of the bypass with severe consequences to Oldham and the surrounding area.

1. RESOLVED – That:
2. The grant offer of £4.5m from the CRSTS for the refurbishment of Manchester Street Viaduct be accepted. This would contribute to the overall scheme budget of £6.5m (£4.5m CRSTS grant plus £2m local highways maintenance contribution from Oldham's allocation across 2024/25 and 2025/26).
3. The intention to bring the additional resource into the transport capital programme in 2022/23, and profile across subsequent financial years, to complete development of the scheme in the appropriate timescales be noted.
4. The approval to procure and make tender awards relating to the necessary external support required to design and deliver the Manchester Street Viaduct refurbishment scheme (examples listed in the report) be delegated to the Director of Environment.
5. The use part of this resource to appoint temporary agency support within the Highways Team to progress the design and deliver the scheme be approved.

8

SHORT BREAKS PLAY AND LEISURE - APPROVAL TO AWARD CONTRACT FROM 1 APRIL 2023

Consideration was given to a report of the Managing Director, Children's Services and the Director for Education, Early Years and Skills that sought approval of a high quality, flexible and inclusive statutory Short Breaks Play and Leisure offer for children and young people with SEND and their families in place from 1 April 2023.

Local authorities had a statutory responsibility to provide a range of Short Breaks Play and Leisure (SBPL) opportunities for children and young people with SEND and their families. A Short Breaks Duty Statement giving details of the local range of services and how they can be accessed, including any eligibility criteria must be published as a statutory responsibility under The Breaks for Carers of Disabled Children Regulations 2011. The SBPL offer must provide opportunities enabling children and young people to access development and leisure activities suitable to meet their needs. The broad aims of SBPL were to provide:

- respite for families preventing breakdown and escalation to higher cost intensive services
- a safe place for children and young people to develop independence skills, build self-esteem and self-confidence and engage and interact with their peers

- an alternative to more costly one to one Personal Advisor support where appropriate to meet individual needs.

Under the existing contractual arrangements, three providers currently delivered SBPL activities for children, young people and their families. They are Ability Wheelz, Sports Works and Starfish Swim, all within contract until 31st March 2023. This arrangement had been extended on an annual basis previously within a funding envelope which had seen no increase since 2017. During this time, demand had continued to rise, this was predicted to be a continuing trend. Data demonstrated that within this same period, demand for Education Health and Care plans had grown by 80% and this was expected to continue. As part of the commissioning intentions and following discussions at a senior strategic level between Oldham Council and the Integrated Care Partnership (ICP previously known as the CCG), there was now an agreed funding envelope in place. In order to develop commissioning intentions from 1 April 2023 onwards and as part of governance arrangements, a project group consisting of young people from Barrier Breakers supported by the Youth Service, Parent Carer Forum, Children's Commissioning Team, Children with Disabilities Team, SEND Team, Children's Social Care, ICP, Legal, Finance, HR and Procurement had been established.

A meet the market event to stimulate demand and seek feedback from providers on commissioning intentions and the service specification was held on 18 November 2022. This was advertised via The Chest in accordance with procurement protocols. In total 7 providers attended the event.

The intention was to award the contract with the funding envelope for a period of three years with the option to extend for up to a further two years. The option to extend would be subject to the successful provider achieving outcomes within the specification, the delivery of high quality, value for money services for our children and young people and continued funding being available. This would support the Council's early intervention approach and contribute to the invest to save agenda by reducing demand for higher cost, more intensive services.

The Council was seeking one lead provider who would work in flexible partnership arrangements with a range of other organisations including community based and voluntary, faith and social enterprise groups enabling the service offer to respond to identified and emerging needs. There was an expectation within the service specification that the lead provider will be flexible in terms of their delivery model to meet any local and national changes including those arising from the recent SEND Green Paper consultation

Consultation had taken place with families in partnership with the Parent Carer Forum and with young people through Barrier Breakers.

Options

Option 1 - Approve delegated decision making to award and enter into the statutory SBPL contract to the Managing Director, Children's Services. The contract would become operational from 1 April 2023 for a period of three years with the option to

extend for up to a further two years subject to performance and continued funding

Option 2 - Decide not to award the contract. This would mean a failure to meet statutory duties causing reputational risk to the Council and risk of challenge.

RESOLVED – That the Cabinet would consider the commercially sensitive information contained at Item 12 of the agenda before making a decision.

9

APPROVAL OF TEMPORARY ACCOMMODATION FRAMEWORK

Consideration was given to a report of the Director, Place and Economic Growth which sought approval from Cabinet to award and to enter into contract with each of the successful bidders for the Temporary Accommodation Framework (following on from the recent Temporary Accommodation tender).

The Council's Temporary Accommodation (TA) Strategy was approved by Cabinet in October 2021. Consequently, this put the accompanying delivery plan into motion and the first priority was to develop a TA framework to help the Council deliver sustainability and cost-efficiency to the Council's TA portfolio. Given the demand for TA and associated costs of managing a compliant statutory service, the identified service requirements were separated into three lots, including sub-lots for additional clarity.

The procurement exercise was administered in accordance with the Council's Contract Procedure Rules (CPR) incorporating the Public Contract Regulations 2015 and the successful procurement exercise motivates the recommendations set out in the report namely, to appoint the successful bidders under Lot 1 & 3 frameworks

In October 2021 the Council approved its inaugural Temporary Accommodation (TA) Strategy 2021-24. The accompanying delivery plan committed to conducting a procurement exercise to create a TA framework to increase housing supply and deliver housing repairs and maintenance to TA dwellings.

Following the approval of the strategy, further work commenced to develop detailed tender documents to help progress priorities of the delivery plan and support the development of a TA framework.

Based on qualitative and quantitative assessments of the Council's TA needs, three service requirements had been identified and had been categorised into three separate lots:

- Lot 1 – A framework of providers that could help increase the Council's supply of nightly paid accommodation for a range of property sizes broken down within the following sub-lots:
 - Lot 1.1 – Bedsit accommodation
 - Lot 2.1 – One Bedroom accommodation
 - Lot 2.3 – Two Bedroom accommodation
 - Lot 2.4 – Three Bedroom accommodation
 - Lot 2.5 – Four bedroom accommodation
- Lot 2 – A framework of reputable contractors that could undertake housing repairs and maintenance work on the Council's TA stock. The type of

contractors required were set out in the following sub-lots:

- Lot 2.1 – Building and Joinery work
- Lot 2.2 – Plumbing, Heating, Gas and Boiler work
- Lot 2.3 – Electrical work
- Lot 2.4 – Clean and Cleanse
- Lot 2.5 – Painting and Decorating
- Lot 3 – A housing supplier framework which is also described as a private sector lease (PSL) framework. Bidders for Lot 3 could range from traditional Registered Social Landlord (RSL) to property investors and consultants. The overall objective and desired outcome was delivery of suitable dwellings that the Council could take a short, medium or long-term leasehold interest in for the purpose of providing much needed self-contained and family sized TA. The Council has not negotiated any bespoke leases with bidders just yet, this process will be progressed following contract award and prior to the identification and on-boarding of suitable dwellings. Should the Council agree to this it will enter into an agreement whereby it agrees to pay a guaranteed monthly rent in accordance with proposed lease terms irrespective of whether the property is occupied or vacant, similar to the existing TA dwellings currently under lease between the Council and First Choice Homes Oldham for example.

The tender documents were published on the Chest Portal on 9th September 2022 and bids were to be returned by 12pm 10th October 2022. The 4 weeks' period granted bidders sufficient time to compile detailed submissions to support a competitive tender process.

The most notable shortfall of the tender exercise was that only a single bid was received for Lot 2, specifically Lot 2.3 – Electrical Work. As a result, the decision was taken not to evaluate Lot 2 on this occasion, instead take the opportunity to market again to cultivate additional bids and stimulate a more competitive process.

Given the interest received from Lots 1 & 3, a panel consisting of Housing and Procurement colleagues proceeded to evaluate all the responses received for Lots 1 & 3.

The award criteria for Lot 1; Price (50%) and Quality (40%) and enlisted weightings were intended to filter through providers that understand the nuances of providing nightly paid accommodation and the unique expectations that accompany this sort of provision. The Council has a number of vulnerable households, particularly single people that need higher levels of supervision and support. Hence, the opportunity emphasised the need to produce a framework of providers that could not only deliver quality housing, but more importantly, had the capability to also provide quality housing management.

Though immaterial for this particular exercise, Lot 2 was heavily weighted towards Price (70%). A detailed pricing schedule,

widely acceptable and recognised standards of workmanship in the sector helped determine the weighting for Quality (20%). Social Value (10%) rounded out the scoring criteria for Lot 2. The approach taken for Lot 3 was to increase the supply of self-contained dwellings and help the Council meet a growing demand for family and self-contained accommodation. It was considered beneficial to place an emphasis on Quality (90%). Therefore, bidders had to explain how their processes and methods would help them deliver outcomes – for the purpose of Lot 3, outcomes were clearly identified as supply of suitable dwellings.

In order to achieve a high quality score, bidders were expected to demonstrate a robust and fundamentally sound approach for identifying, acquiring and consequently providing properties to the Council on leasehold terms. Social Value (10%) rounded out the scoring criteria for Lot 3.

Following detailed and thorough evaluation and moderation meetings, the evaluation panel were able to successfully rank bidders for Lot 1 and Lot 3.

There was sufficient reassurance that the provider Contractor solutions would remain competitive for the duration of the contractual term and ultimately help the Council deliver its strategic aims and objectives. Also, the solutions would ensure the Council continued to meet its statutory obligations.

Subject to approval to enter into framework agreements, contractors would be monitored against key performance measures with the aim of maintaining high standards of service delivery across the board.

Options/alternatives considered

Option 1 – Do not approve the appointment of the successful bidders under Lot 1 and Lot 3 onto the respective framework agreements and conduct another procurement exercise.

Option 2 – Approve the appointment of each of the successful bidders under a framework agreement for Lot 1 and Lot 3 in the order of ranking and authorise the Council to enter into call-off contracts under the respective framework agreements as and when required.

Option 3 – Approve the appointment of each of the successful bidders to Lot 1 only and defer the appointment of successful bidders to Lot 3. This will allow time for the Council to explore self-delivery of Council owned dwellings in bulk.

Option 4 - Approve the appointment of each of the successful bidders to Lot 1 only, immediately halt all further progress in respect of Lot 3 indefinitely and promptly commit necessary resource to self-delivery – whereby the Council purchases dwellings directly at market value on an invest to save basis.

RESOLVED – That the Cabinet would consider the commercially sensitive information at Item 13 before making a decision.

RESOLVED - That, in accordance with Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting for the following items of business on the grounds that they contain exempt information under paragraphs 3 of Part 1 of Schedule 12A of the Act, and it would not, on balance, be in the public interest to disclose the reports.

11

URGENT BUSINESS - INVESTING IN A NEW THEATRE FOR OLDHAM

Councillor Brownridge declared an other interest in Items 6 and 11 Investing in a New Theatre in Oldham, by virtue of her Council appointment as a trustee of the Coliseum Board. She left the room and took no part in the vote thereon.

The Cabinet gave consideration to the commercially sensitive information in relation to Item 6 - Urgent Business - Investing in a New Theatre for Oldham.

RESOLVED – That:

1. Oldham Council's intention to accept £1.845 million Arts Council England funding to provide cultural activity for the borough for the years 2023-2026 be approved.
2. The development of a new theatre for Oldham, funding arrangements and progression of the new theatre on Union Street to planning stage be recommitted to and approved.
3. That ongoing partnership working with Coliseum and Arts Council while further decisions are made about the future of arts and performance in Oldham be approved.
4. The progression of a new theatre in the Old Post Office Building and Quaker Meeting House on Union Street be approved.
5. The funding arrangements for the project bringing together both Council capital funds and Town Deal funds be approved.
6. Public consultation activities ahead of planning application submission to build on the feedback from the Big Town Centre consultation and engagement activity be approved.
7. The Government approval of the Towns Fund full business case for the new theatre be noted.
8. The design plans and layout as appended to this report be approved.
9. All other commercially sensitive recommendations as contained within the report be approved.

12

SHORT BREAKS PLAY AND LEISURE - APPROVAL TO AWARD CONTRACT FROM 1 APRIL 2023

The Cabinet gave consideration to the commercially sensitive information in relation to Item 8 Short Breaks Play and Leisure - Approval to award contract from 1 April 2023.

RESOLVED – That decision responsibilities be delegated to the Managing Director, Childrens Services to award the Short Breaks Play and Leisure contract to be operational from 1 April 2023. This would follow an open, competitive robust commissioning, tendering and procurement process.

**APPROVAL OF TEMPORARY ACCOMMODATION
FRAMEWORK**

The Cabinet gave consideration to the commercially sensitive information in relation to Item 9 Approval of Temporary Accommodation Framework.

RESOLVED – That:

1. The appointment, under a framework agreement of each of the successful bidders detailed in this report to the relevant Lots in ranked order following completion of a compliant procurement exercise be approved.
2. Contract mobilisation and the placement of subsequent call-off contracts at the end of a 10-day standstill period be approved.
3. A further tender exercise to successfully procure contractors under a framework arrangement to meet the service requirements pertaining to Lot 2 be approved.

The meeting started at 6.00pm and finished at 6.45pm

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Report to Cabinet

Revenue Monitor and Capital Investment Programme 2022/23 Quarter 3 – December 2022

Portfolio Holder: Councillor Abdul Jabbar MBE, Deputy Leader and Cabinet Member for Finance & Low Carbon

Officer Contact: Anne Ryans, Director of Finance

Report Author: Anne Ryans, Director of Finance
Ext. 4902

20 March 2023

Reason for Decision

The report provides Cabinet with an update on the Council's 2022/23 forecast revenue budget position at Annex 1 and the financial position of the capital programme as at 31 December 2022 (Quarter 3) together with the revised capital programme 2022/23 to 2027/28, as outlined in section two of the report at Annex 2.

Executive Summary

Revenue Position

The forecast outturn position for 2022/23 is a projected deficit variance of £1.280m after allowing for approved and pending transfers to and from reserves. An operational deficit of £2.055m reduces by £0.775m with the anticipated effect of management actions and strengthened restrictions in relation to expenditure and recruitment. Whilst improving, it is recognised that this remains a challenging position and every effort will be made to further reduce the overall variance before the year end.

The position includes additional costs and pressures that have been identified by the Authority in this financial year as a result of the lasting impact of the COVID-19 pandemic. There are currently two areas which continue to experience significant pressures attributed to the on-going impact of the pandemic; Community Health and Adult Social Care is reporting an adverse variance of £5.717m and Children's Social Care is recording £3.555m. These pressures are being offset against a corporate provision of £12.000m COVID-19 Legacy funding which was set aside during the 2022/23 budget setting process specifically to mitigate the on-going costs of the pandemic. The residual balance of £2.728m is being used to reduce the operational pressure. This will be monitored for the remainder of the

financial year with action taken to address variances and take mitigating action as detailed in the report.

An update on the major issues driving the projections is detailed within Annex 1, Section 2.

The forecast pressure of £1.280m at Quarter 3 is a £0.953m decrease to the adverse position of £2.233m reported at month 8 and forecasts the impact of, as previously reported, the management actions that have been strengthened across all service areas to review and challenge planned expenditure, control recruitment and to maximise income.

Information on the Quarter 3 position of the Dedicated Schools Grant (DSG), Housing Revenue Account (HRA) and Collection Fund is also outlined in the report.

Against a generally improving position, the DSG is forecasting an unchanged in-year surplus of £3.287m, which reverses the deficit brought forward leaving a forecast year-end surplus of £0.514m. Action will continue to be taken with the aim of mitigating cost pressures and delivering and maintaining a surplus position. To assist, Oldham has been invited by the Government to take part in the Delivering Better Value in SEND (Special Educational Needs and Disabilities) Programme which will provide dedicated support for the SEND Review reforms to 55 Local Authorities with historical DSG deficit issues with the aim of putting the DSG of participating Authorities on a more financially sustainable footing. Working with partners, detailed work has now commenced on compiling the grant application for submission in late June/ early July.

There are currently no significant issues of concern in relation to the HRA.

The Collection Fund is forecasting an in-year surplus of £0.060m which in turn contributes to an estimated surplus of £4.179m being carried forward into 2023/24. The Collection Fund has been particularly volatile largely as a result of COVID-19. Whilst currently in surplus, the position will continue to be closely monitored throughout the year as any surplus or deficit at the end of the financial year will have a direct budgetary impact in future financial years.

Capital Position

The report outlines the most up to date capital spending position for 2022/23 to 2027/28 for approved schemes. The most recent estimated revised capital programme budget for 2022/23 is £50.361m, a net decrease of £49.887m from the original budget of £100.248m. The most recently recorded expenditure level was £44.073m (87.51% of the forecast outturn).

It is likely that the forecast position will continue to change as the year draws to a close with additional re-profiling into future years.

Recommendations

That Cabinet considers the:

1. Forecast revenue outturn for 2022/23 at Quarter 3 being a £1.280m adverse variance having regard to the action being taken to manage expenditure
2. Forecast positions for the Dedicated Schools Grant, Housing Revenue Account and Collection Fund
3. Revised capital programme for 2022/23 and the forecast for the financial years to 2027/28 as at Quarter 3.

Revenue Monitor and Capital Investment Programme 2022/23 Quarter 3 – December 2022**1 Background**

- 1.1 The Authority's 2022/23 revenue budget and capital programme was approved by Council on 2 March 2022. Under established budget procedures, all services are required to monitor and review their approved revenue and capital budgets during the financial year. This is reported to Cabinet on a quarterly basis with an additional report at month 8 which is used to inform the budget setting process for the following financial year.
- 1.2 As part of the budget monitoring process, the forecast year-end position for revenue and capital has been prepared by all services as follows:
- a) The revenue forecast is based on a comparison of profiled budgets to the actual position as at the end of Quarter 3 together with known commitments, issues and planned management actions.
 - b) The capital programme forecast has been based on notified revisions to the approved 2022/23 position including the final 2021/22 outturn, new grant notifications and an initial rephasing of the approved capital programme including an assessment of the impact of COVID-19 and the Annual Review.
- 1.3 Whilst this report is presented close to the year end, the effectiveness of the ongoing management action and the strengthened corporate procedures will continue to be closely monitored by Management Teams right up to the end of the financial year.
- 1.4 As previously reported the financial reporting structure of the Council has been revised for 2022/23 and both the revenue and capital positions are presented in the revised format.

2. Current position

- 2.1 The forecast revenue outturn for 2022/23 is an adverse variance of £1.280m compared to £2.233m at Month 8. Further details of the current revenue budget position and a full description of the forecast can be found in Annex 1. The pressures within Community Health and Adult Social Care and Children's Services relating to COVID-19 total £9.272m and are to be funded from the £12.000m COVID-19 Legacy funding which is held corporately. In addition to the COVID-19 related pressure, there is also a 'business as usual' overspend of £4.783m which reduces to £2.055m with the offset of the £2.728m unallocated COVID-19 Legacy funding. The most notable areas of forecast, operational overspending remain Community Health and Adult Social Services, Children's Services and Place and Economic Growth. The operational pressure reduces by a further £0.775m with the anticipated impact of strengthened expenditure and recruitment restrictions and the full year effect of management actions to deliver a deficit year-end variance of £1.280m. It was initially anticipated that the combined effect of these measures together with any additional funding that might be used to offset Adult Social Care pressures would reduce the year-end adverse outturn by £1.720m. At Quarter 3, services have delivered £0.925m of the required target thus leaving a balance of £0.775m which it is now assumed will be achieved by the year end to produce a forecast deficit of £1.280m.
- 2.2 The total Directorate variances amount to a pressure of £14.055m before the application of the £12.000m COVID-19 Legacy funding as detailed in Annex 1 at Tables 1 and 2. As advised above, there is an operational overspend of £4.783m. This is comprised of Community Health and Adult Social Care reporting a pressure of £3.858m (£5.717m COVID related) and Children's Services reporting an adverse variance of £12.709m (£3.555m COVID related). There is a further adverse business as usual variance of £3.484m within Place and Economic

Growth. There are favourable variances of £0.495m within Public Health, £0.365m within Communities and £1.019m in Corporate Services. Capital, Treasury and Technical Accounting is reporting a favourable, operational variance of £4.117m.

- 2.3 It should be noted that three of the approved 2022/23 Budget Reductions are classified 'Red' and are forecast not to be delivered, one within Children's Services with a value of £0.500m and two within Corporate Services totalling £0.383m. In addition, there are a further three Budget Reductions, two within Place and Economic Growth and one within Corporate Services, with a combined value of £2.970m rated 'Amber/Red - off track and will only deliver part of the saving' and which are reporting to have achieved £0.935m to Quarter 3 of the financial year. An assessment has been made of the impact on the 2023/24 budget and a £2.835m adjustment, specifically in relation to Budget Reductions has been made.
- 2.4 However, taking an approach to allocating the COVID-19 Legacy funding against the COVID-19 related costs incurred and using the information in Tables 1 and 2 of Annex 1, the table below shows the net impact across all Directorate areas, essentially negating the COVID variance in Community Health and Adult Social Care and Children's Services, leaving a funding balance of £2.728m which reduces the business as usual pressure from £4.783m to £2.055m.
- 2.5 Management action has been strengthened with regard to reviewing expenditure and also recruitment to vacant posts and this is expected to reduce the overall outturn position by a further £0.775m to an adverse variance of £1.280m as shown in the table below.

Portfolio Area	COVID-19 Cost included in Forecasts £000	Apportion COVID-19 Legacy Funding £000	Business as Usual Pressure £000	Total Net Pressure Quarter 3 £000	Total Net Pressure Month 8 £000
People and Place	5,717	(5,717)	(1,859)	(1,859)	(1,118)
Community Health and Adult Social Care	3,555	(3,555)	9,154	9,154	8,567
Children's Services	-	-	(495)	(495)	(434)
Communities and Reform	-	-	(365)	(365)	(262)
Commissioning	-	-	3,484	3,484	3,036
Chief Executive	-	-	(1,019)	(1,019)	(714)
Capital, Treasury and Corporate Accounting	-	-	(4,117)	(4,117)	(3,036)
Unallocated COVID-19 Funding	-	(2,728)	-	(2,728)	(2,806)
Forecast Variance before Management Action	9,272	(12,000)	4,783	2,055	3,233
Impact of Management Actions/ Spending Restrictions	-	-	-	(775)	(1,000)
Total	9,272	(12,000)	4,783	1,280	2,233

- 2.6 During 2022/23 a high degree of estimation has been required with regard to the lasting impact of COVID-19 and also with the emerging cost pressures in relation to utilities and fuel, the impact of cost of living pressures on pay awards and also interest rates. The forecasting of the likely impact of all these factors on the Council's budget is based on both the actual expenditure and the income position recorded to date but also relies on a series of assumptions. These assumptions have been constantly updated in the light of national and indeed international influences.
- 2.7 As this financial monitoring report reflects the financial position at Quarter 3, it can be regarded as a strong indication of the year end position. Every effort will be made to further

reduce the forecast variance by the year end to mitigate any potential impact on the 2023/24 budget, together with the projected budget gap for the following year.

- 2.8 The original approved capital programme for 2022/23 totalled £100.248m. The revised capital programme as at Quarter 3 but having regard to more recent information, taking account of approved carry forwards, approved new funding, new schemes and variations and proposed variations/ re-phasing gives projected revised expenditure of £50.361m. The most recently recorded expenditure level was £44.073m (87.51% of the forecast outturn). Further details of expenditure and schemes within the capital programme can be found in Annex 2.

3 Options/Alternatives

- 3.1 The options that Cabinet might consider in relation to the contents of this report are;
- a) to consider the forecast revenue and capital positions presented in the report including proposed changes
 - b) to propose alternative forecasts

4 Preferred Option

- 4.1 The preferred option is that the Committee considers the forecasts and changes within this report; option (a) at 3.1.

5 Consultation

- 5.1 Consultation with the services within the Council and the Director of Finance.

6 Financial Implications

- 6.1 The full financial implications are detailed in the report.

7 Legal Services Comments

- 7.1 There are no legal issues at this time.

8 Co-operative Agenda

- 8.1 Improving the quality and timeliness of the financial information available to citizens of Oldham supports the co-operative ethos of the Council.
- 8.2 The revenue budget and capital strategy/ programme have been prepared so that they embrace the Council's co-operative agenda with resources being directed towards projects that enhance the aims, objectives and co-operative ethos of the Council. Ongoing budget monitoring is key to ensuring this objective is met.

9 Human Resources Comments

- 9.1 There are no Human Resource implications.

10 Risk Assessments

- 10.1 The risk is that the proposed management actions are not achieved in full. Should this be the case then alternatives will be sought and implemented.

11 IT Implications

- 11.1 There are no IT implications.

12 Property Implications

12.1 There are no Property implications.

13 Procurement Implications

13.1 There are no Procurement implications.

14 Environmental and Health & Safety Implications

14.1 There are no Environmental and Health and Safety implications.

15 Equality, Community Cohesion and Crime Implications

15.1 There are no Equality, Community Cohesion and Crime implications.

16 Implications for Children and Young People

16.1 There are no direct implications for Children and Young People

17 Equality Impact Assessment Completed

17.1 An equality impact assessment has been included at Annex 3.

18 Key Decision

18.1 Yes

19 Key Decision Reference

19.1 FLC-17-22

20 Background Papers

20.1 The following is a list of background papers on which this report is based in accordance with the requirements of Section 100(1) of the Local Government Act 1972. It does not include documents which would disclose exempt or confidential information as defined by the Act:

File Ref: Revenue Background Papers are contained in Annex 1 including Appendices 1, 2 and 3

Officer Name: Andy Cooper
Contact: andy.cooper@oldham.gov.uk

File Ref: Capital Background Papers are contained in Annex 2 including Appendices A to I

Officer Name: Lee Walsh
Contact No: lee.walsh@oldham.gov.uk

21 Appendices

Annex 1 Revenue Budget Monitoring Report 2022/23 Quarter 3 - December 2022

Appendix 1 Financing of the 2022/23 Revenue Budget at Quarter 3
Appendix 2 Analysis of Grants

Appendix 3	Summary of 2022/23 Budget Reductions and Deliverability
Annex 2	Capital Investment Programme Report 2022/23 Quarter 3 - December 2022
Appendix A	SUMMARY – Quarter 3 - Community Health & Adult Social Care
Appendix B	SUMMARY – Quarter 3 - Children’s Services
Appendix C	SUMMARY – Quarter 3 - Communities
Appendix D	SUMMARY – Quarter 3 - Place and Economic Growth
Appendix E	SUMMARY – Quarter 3 - Housing Revenue Account (HRA)
Appendix F	SUMMARY – Quarter 3 – Corporate/ Information Technology
Appendix G	SUMMARY – Quarter 3 - Capital, Treasury and Technical Accounting
Appendix H	SUMMARY – Quarter 3 - Funds for Emerging Priorities
Appendix I	SUMMARY – Quarter 3 - Proposed Variations
Annex 3	Equality Impact Assessment

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REVENUE BUDGET MONITORING REPORT 2022/23**Quarter 3 December 2022****1 Background**

- 1.1 The Authority's 2022/23 revenue budget was approved by Council on 2 March 2022 at a sum of £260.686m incorporating:
- £5.467m of Budget Reductions initially approved for 2022/23 at the Budget Council of 4 March 2021.
 - £6.268m of recurrent Budget Reductions approved within the 2022/23 Budget.
 - £24.971m use of corporate and specific reserves, subsequently adjusted to £20.686m when the 2021/22 final accounts were prepared, as outlined in section 2.3(b). In addition, there is an offsetting transfer to reserves of £1.710m relating to the 100% Retained Business Rates piloting arrangements.
 - £2.500m of capital receipts in line with the flexibilities agreed by Secretary of State for Levelling Up, Housing and Communities.
- 1.2 Under established budget procedures all services are required to monitor and review their approved budgets during the financial year. As part of this process, a forecast of the year-end position has been prepared by all services. The forecast is based on a comparison of profiled budgets to the actual position as at the end of Quarter 3 together with known commitments, issues and planned management actions. The forecasts include the latest estimates in relation to expenditure arising as a result of the lasting impact of COVID-19.
- 1.3 The Government is not providing any additional funding to address the impact of COVID-19 in 2022/23. As a result, Authorities are no longer required to report the impact of COVID-19 to the Department for Levelling Up, Housing and Communities (DLUHC). Although there is no additional Government funding available, the Council, mindful of the legacy of the pandemic and its continued impact on Council services, approved a sum of £12.000m within its budget for 2022/23 to compensate for the cessation of Government funding and the continued financial impact of COVID-19.
- 1.4 As in the previous two financial years, services are analysing costs and variances between 'business as usual' and COVID-19 and the £12.000m funding will be retained centrally and applied as a corporate adjustment.
- 1.5 It is also important to note that the budget incorporates the impact of the direct provision by the Council of those services that were provided during 2021/22 by the Unity Partnership Limited (UPL), following the transfer of staff from UPL to the Council with effect from 1 April 2022. This, together with the structural re-alignment means that to varying degrees comparisons with the prior year at a Portfolio level are not particularly meaningful.

2 Current Position

2.1 The current net revenue budget of £275.831m represents a net increase of £15.145m against the originally approved budget of £260.686m and an increase of £3.944m compared to the funding position of £271.887m reported at month 8. This is due an increase in the utilisation of capital grants of £2.718m reflecting the reporting arrangements when preparing the Statement of Accounts and also the receipt of £1.226m of un-ringfenced grants as outlined below:

- Family Hub and Start for Life grant of £0.707m
- Homes for Ukraine grant of £0.294m.
- £0.225m of Adult Social Care specific un-ringfenced grants, sub-divided as follows;
 - Local Reform and Community Voices grant £0.161m,
 - War Pension Disregard grant £0.045m and
 - Client-Level Data Flows grant £0.019m.

A full funding analysis of the net revenue budget is shown at Appendix 1.

2.2 The current position for 2022/23 at Quarter 3 is a projected adverse variance of £1.280m, a forecast of the year-end position has been prepared by all services. The table below shows the year-end forecast position against budget for each Directorate, including the additional costs anticipated as a result of the lasting consequences of the pandemic and also the anticipated impact of management actions and strengthened spending and recruitment restrictions.

Table 1 - Summary Forecast Revenue Outturn.

	Budget	Forecast	In Year Transfer To/ (From) Reserves	Variance Quarter 3	Variance Month 8
	£000	£000	£000	£000	£000
Community Health and Adult Social Care	69,841	76,589	(2,890)	3,858	4,599
Children's Services	55,406	70,427	(2,312)	12,709	12,044
Public Health	24,380	26,933	(3,048)	(495)	(434)
Communities	6,942	7,129	(551)	(365)	(262)
Place and Economic Growth	56,709	62,229	(2,036)	3,484	3,036
Corporate Services	27,439	27,664	(1,244)	(1,019)	(714)
Capital Treasury and Technical Accounting	23,114	19,593	(596)	(4,117)	(3,036)
COVID-19 Legacy Funding	12,000	-	-	(12,000)	(12,000)
NET OPERATIONAL EXPENDITURE	275,831	290,564	(12,676)	2,055	3,233
Management Action / Spending Restrictions	-	-	-	(775)	(1,000)
NET EXPENDITURE	275,831	290,564	(12,676)	1,280	2,233
FINANCED BY:					
Collection Fund Deficit	8,807	8,807	-	-	-
Use of Reserves to offset Collection Fund Deficit	(8,807)	(8,807)	-	-	-
General Use of Reserves	(11,879)	(11,879)	-	-	-
Transfer to Earmarked Reserves - Business Rates Retention Pilot Gain	1,710	1,710	-	-	-
Other Financing	(265,662)	(265,662)	-	-	-
TOTAL FINANCING	(275,831)	(275,831)	-	-	-
NET FORECAST VARIANCE	-	14,733	(12,676)	1,280	2,233

2.3 The forecast outturn to the end of the year, after a predicted and proposed (net) in-year transfer from reserves totalling £12.676m is an adverse operational variance of £2.055m, this reduces to a forecast pressure of £1.280m with the anticipated outcome of increased management actions and strengthened spending and recruitment restrictions. The current position is reliant upon the drawdown of £12.676m of reserves, section 8 provides more detail about the approved and planned use of reserves at quarter 3. However, key financing issues to note are:

- a) As advised during the 2022/23 budget setting process, there is a movement from reserves of the Section 31 Grant Funding for Business Rate Relief compensation which was received in 2021/22 and is being used to support the 2022/23 budget. The 2022/23 budget report assumed that the technical adjustment relating to Section 31 Grant Funding would be £13.092m, made up of £8.888m representing a Business Rate Relief adjustment and a technical adjustment for the COVID-19 Additional Relief Fund (CARF) of £4.204m.
- b) When preparing the 2021/22 accounts, in May 2022, the Business Rate Relief adjustment was finalised at £8.807m and guidance received from the Chartered Institute of Public Finance and Accountancy (CIPFA) advised that the CARF adjustment was not required. Therefore, the final technical adjustment after the revisions was £8.807m.

2.4 There are significant variances contained within the projected net overspend. As previously mentioned, the position includes a forecast of all the additional pressures being incurred by the Authority as part of the lasting impact of the COVID-19 pandemic. During the 2022/23 budget setting process, £12.000m was set aside and retained as a corporate provision to be utilised to mitigate the legacy costs of the pandemic. There are currently two areas which are encountering significant pressures attributed to the after-effects of the pandemic; Community Health and Adult Social Care is reporting an adverse variance of £5.717m and Children's Services is reporting an adverse variance £3.555m. These pressures, totalling £9.272m, when offset against the £12.000m leave a balance of £2.728m in the corporate provision, which is being applied to support the business as usual pressure.

Table 2 below analyses the variance between 'business as usual' and COVID-19.

Table 2 - Analysis of Variances

	COVID 19 Costs included in forecasts £000	Business as Usual £000	Variance Quarter 3 £000
Community Health and Adult Social Care	5,717	(1,859)	3,858
Children's Services	3,555	9,154	12,709
Public Health	-	(495)	(495)
Communities	-	(365)	(365)
Place and Economic Growth	-	3,484	3,484
Corporate Services	-	(1,019)	(1,019)
Capital Treasury and Technical Accounting	-	(4,117)	(4,117)
COVID-19 Legacy Funding	(9,272)	(2,728)	(12,000)
Management Actions/ Spending Restrictions	-	(775)	(775)
Total	-	1,280	1,280

2.5 Community Health and Adult Social Care (CHASC) is reporting a net adverse variance of £3.858m, after a £2.890m use of reserves. The adverse variance comprises £5.717m of COVID-19 related expenditure, in the main due to the demand for care packages linked to hospital discharges. The residual favourable variance of £1.859m relates to 'business as usual' activities.

2.6 Children's Services is forecasting a net adverse variance of £12.709m, after a £2.312m use of reserves. The main pressure is within Children's Social Care (CSC) which is showing an overspend of £13.171m. The adverse variance within CSC attributes £3.555m to COVID-19, due to an increased demand for social care placements both throughout and following the pandemic plus additional costs relating to the use of supernumerary agency workers to reflect the lasting increase in demand for services and the impact on case numbers. The residual CSC adverse variance of £9.616m relates to operational pressures across the Division, again driven by placement and staffing pressures. Education, Skills and Early Years is reporting an underspend of £0.439m and Preventative Services is showing an underspend of £0.023m; a combined, offsetting, business as usual underspend of £0.462m.

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- 2.7 Public Health is forecasting an operational underspend of £0.495m after a net £3.048m use of reserves primarily related to the use of the Contain Outbreak Management Fund grant which was brought forward from 2021/22.
- 2.8 Communities is showing an underspend of £0.365m after utilising £0.551m of reserves.
- 2.9 Place and Economic Growth Portfolio is forecasting an adverse variance of £3.484m net of a £2.036m use of reserves, in the main due to uncertainty in realising Budget Reductions. None of the adverse variances have been attributed to the lasting impact of COVID-19 and the position is therefore being wholly classed as an operational pressure.
- 2.10 The Corporate Services Directorate is forecast to underspend by £1.019m, all of which relates to 'Business as Usual' and is after a £1.244m use of reserves. There is a pressure within Commissioning and Procurement (£0.042m). The pressure is offset by favourable variances totalling £1.061m relating to; Chief Executive, Management and Executive Office (£0.025m), Finance (£0.597m), Communications and Research (£0.020m), Customer, Digital and Transformation (£0.261m), Strategy and Performance (£0.047m) and HR and Organisational Development (£0.111m). Legal Services is forecasting a balanced outturn.
- 2.11 Capital, Treasury and Technical Accounting is showing a favourable variance of £4.117m, all of which relates to 'business as usual'
- 2.12 A more detailed analysis of the financial performance, the major variances and contributing factors can be found by Directorate in Section 3.
- 2.13 The approved budget for 2022/23 included centrally held resources to fund the final pay award (£1.500m), general inflationary pressures (£0.942m) and the escalating cost of energy (£1.500m). Reserves have also been set aside to fund any additional pressures above these sums. The approved budgetary funding is being utilised as follows:
- Funding for the **pay award** of £1.500m was initially retained centrally and is fully committed following confirmation of the final pay award. There is a dedicated reserve that, together with the balance of the inflationary pressures budget (referred to below), has been used to fund the full impact of the pay award. Centrally held resources have been reallocated to service budgets to reflect the costs arising from the pay award.
 - The funding for **inflationary pressures** has been allocated directly to services where appropriate leaving a balance which, as advised above, is being used to fund the full impact of pay awards in service budgets. The £0.942m budget is forecast as being fully spent.
 - The funding for **energy pressures** has been fully utilised and allocated to the Place and Economic Growth Portfolio. Once again there is a dedicated reserve that is currently sufficient to deal with any shortfall.
- 2.14 It is important to note that three of the 2022/23 approved Budget Reductions, one within Children's Services (see section 3.2.14) and two within Corporate Services (see section 3.6.10) with a combined value of £0.883m are currently forecast not to be achieved and are therefore rated 'Red - off track and will not deliver'.
- 2.15 In addition, there are a further three Budget Reductions, two within Place and Economic Growth (see sections 3.5.5 & 3.5.6) and one within Corporate Services (see section 3.6.10), with a combined value of £2.970m rated 'Amber/Red - off track and will only
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deliver part of the saving' and which are reporting to have achieved £0.935m to quarter 3 of the financial year. These will continue to be monitored for the remainder of the year with the aim of maximising deliverability. Resources have been allocated within the 2023/24 budget in the sum of £2.835m to compensate for the non-delivery of options rated both 'Red' and 'Amber/ Red'. A schedule and assessment of all the 2022/23 Budget Reductions is attached as Appendix 3.

2.16 In view of the projected adverse variance, previous reports have advised of measures that have been initiated to address the overspending, namely:

- management actions across all service areas to review and challenge planned expenditure and to maximise income,
- processes to monitor the recruitment of staff to vacant posts and significant items of expenditure, and
- ensuring non-essential expenditure is minimised.

2.17 Given the initial high level of overspend reported earlier in the year and if unaddressed its potential impact on the 2023/24 budget setting process and the financial resilience of the Council, corporate processes in relation to the above have been reviewed, strengthened and widened in scope in that Management Board members are reviewing Council wide activity not just their own Service areas. It was initially anticipated that the combined effect of these measures together with any additional funding that might be used to offset Adult Social Care pressures would reduce the year-end adverse outturn by £1.700m. At quarter 3, services have delivered £0.925m of the required target thus leaving a balance of £0.775m which it is now assumed will be achieved by the year end to produce a forecast deficit of £1.280m. Section 8.4 provides detail of a release of provisions to increase reserves specifically to cover this anticipated deficit. Obviously, action will continue with the aim of reducing the overall forecast deficit still further and hence reduce the required level of reserves to support the financial position at the end of 2022/23.

2.18 The effectiveness of the ongoing management action and the strengthened corporate procedures will continue to be closely monitored by Management Teams right up to the end of the financial year.

3 Directorate Summaries

3.1 Community Health and Adult Social Care

3.1.1 The Directorate provides social care support to adults and carers across Oldham with a key aim of integrating and aligning the work with health partners to achieve greater efficiency in service delivery and better outcomes for the resident or patient. This covers both the commissioning and the provision of services. The following table shows the forecast position for the Directorate at quarter 3.

Table 3 – Community Health and Adult Social Care- Forecast Outturn

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Adult Social Care - COVID 19	-	5,717	-	5,717
Commissioning	16,100	15,921	(90)	(269)
Community Business Services	2,127	1,792	-	(335)
Community Health & Social Care	25,208	24,855	-	(353)
Director Adult Social Care	2,760	4,051	(1,300)	(9)
Learning Disability	13,754	14,515	(1,500)	(739)
Mental Health	8,890	8,737	-	(153)
Safeguarding	1,002	1,001	-	0
Total Forecast Net Expenditure	69,841	76,589	(2,890)	3,858

Summary

- 3.1.2 The lasting effect of the pandemic is continuing to have a significant impact on the Portfolio, with a projected budget pressure of £3.858m, after a net £2.890m use of reserves. The predominant factor contributing to the overspend is the COVID-19 related expenditure. Adult Social Care is one of the Council's services most affected by the pandemic and the legacy impact continues to cause significant financial pressure.
- 3.1.3 The £5.717m overspend forecast for costs related to COVID-19 remains unchanged from month 8. These are legacy costs which are incurred as a result of individuals being funded via the Hospital Discharge Programme (reclaimed from the NHS) in the previous two financial years. As this funding ceased on 31 March 2022, the Council now has to finance the whole cost. Budget to offset this expenditure is held and monitored corporately. The COVID related costs have reduced as clients are re-assessed and transition back into 'business as usual' and also due to being able to apply a portion of the newly allocated grant to support discharge from hospital as referred to in the following section.
- 3.1.4 Previous reports have outlined funding allocations that have been made available to support the costs relating to hospital discharge. The Adult Social Care Discharge Fund allocates funding direct to Local Government and the Council has received £0.935m. Further funding has been allocated to the NHS via the Better Care Fund, with £19.558m being received by the Greater Manchester Integrated Care Board, of which the Oldham locality share is £1.638m. There are detailed grant conditions attached to the funding and the Council and the Oldham Integrated Care Partnership together, submitted and have had approved the Discharge Fund funding template, outlining the spending plans for the full £2.573m in 2022/23.
- 3.1.5 The majority of the expenditure funded by the Hospital Discharge Fund will be incurred by Oldham Council. It is a mixture of new initiatives (including supporting care providers) and providing support for services that the Council had already agreed to put in place to facilitate hospital discharges. 'Business as usual' variances represent an offsetting underspend across the Division of £1.859m. All services are now showing an underspend or breakeven largely as a result of being able to utilise a portion of the Adult Social Care Discharge Fund in 2022/23.

Commissioning

- 3.1.6 Commissioning is projecting an underspend of £0.269m which includes the use of £0.090m of earmarked reserves. A pressure of £0.300m on the demand led Community Equipment contract is netted down due to additional income recovery from the NHS of £0.150m as part of their contribution to the risk share agreement set out in the Section 75 Agreement. In addition, there is a further forecast overspend of £0.136m arising from contractual inflation. This is offset by the Fair Cost of Care (FCoC) grant funding allocation, of which 25% can be utilised to support administration of conducting the FCoC exercise (£0.183m), additional income of £0.344m which has been received from the Hospital Discharge Grant Funding and an underspend of £0.028m on equipment.

Community Business Services

- 3.1.7 The service is forecasting an underspend of £0.335m, of which £0.373m is due to vacant posts, offset by agency spend and additional hours of £0.277m. There is a further underspend of £0.090m as a result of a reduction in the number of Carers assessments due to the redeployment of staff for the first part of the financial year. The balance of £0.149m is in relation to the application of the Changing Futures grant.

Community Health and Social Care

- 3.1.8 Community Health and Social Care is reporting an underspend of £0.353m. Care costs for people with physical, sensory and memory and cognitive disabilities are collectively reporting an overspend of £2.091m. This is offset by a favourable variance of £1.976m in relation to income recovery. The resulting net pressure is offset by a predicted underspend of £0.202m, the majority of which is in relation to staffing due to posts remaining vacant for longer than expected. In addition, the five Cluster service areas are together reporting an underspend of £0.266m, of which £0.317m relates to salary underspends as a result of the service continuing to have difficulty recruiting to vacant Social Worker posts, offset in part by £0.051m expenditure relating to legal expenses.

Director of Adult Social Care

- 3.1.9 The service is reporting an underspend of £0.009m, an adverse movement of £0.132m compared to that reported at month 8. Additional agency costs supporting the Business Intelligence service being funded from the Mosaic systems budget are offset by the receipt of £0.225m of Adult Social Care un-ringfenced grants as referenced at section 2.1 which have been allocated to the service.

Learning Disability

- 3.1.10 Learning Disability is showing an underspend £0.739m. Community Care is reporting a pressure of £5.613m of which £3.125m relates to care for one specific complex service user, supported by the use of £1.500m of reserves. This is offset by income contributions from residents and the NHS which exceed the budget by £6.352m, which includes an element of Hospital Discharge Grant Funding.

Mental Health

- 3.1.11 Mental Health is forecasting an underspend of £0.153m. Several vacancies mean salary budgets will underspend by £0.281m and projected income is £1.507m higher than

budgeted levels, however there are considerable pressures reported in Community Care of £1.635m.

Achievement of Budget Reductions

3.1.12 The Directorate has approved Budget Reductions of £3.974m in 2022/23 all of which are now rated 'Green – on track and will be delivered'. One budget reduction with a value of £1.000m had been rated 'Amber - off track but measures in place to recover the position., The service is now confident that the reduction will be delivered by the end of the financial year and is therefore now classified as green.

3.2 Children's Services

3.2.1 The following table shows the forecast position after the approved and planned use of reserves for the Directorate at quarter 3.

Table 4 – Children's Services

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Children's Social Care	38,980	53,002	(851)	13,171
Education, Skills & Early Years	12,736	13,610	(1,313)	(439)
Preventative Services	3,729	3,854	(148)	(23)
Schools	(39)	(39)	-	0
Total Forecast Net Expenditure	55,406	70,427	(2,312)	12,709

Summary

3.2.2 The Directorate has a projected overspend of £12.709m (£12.044m at month 8). The overspend includes costs of £3.555m (all within Children's Social Care) due to the lasting impact of COVID-19 and incorporates the use of reserves totalling £2.312m. The principal underlying reasons are detailed below.

Children's Social Care

3.2.3 This Directorate is projecting a £13.171m overspend at quarter 3 (£12.347m at month 8) and incorporates the use of reserves totalling £0.851m.

3.2.4 Throughout 2020/21 and 2021/22 it was necessary to employ additional temporary social work staff to cover the increase in demand and increased caseloads as a result of the pandemic. The current cohort of additional workers is expected to cost £0.663m up to the end of the financial year. A further £2.644m is relating to COVID-19 legacy placement costs for specific children who came into care during the pandemic. An overspend in disbursement/legal costs is anticipated at £0.248m due to the upturn in demand for specialist legal services as a by-product of the pandemic. This brings the total anticipated spend due to the lasting impact of COVID-19 to £3.555m. Budget for COVID-19 related expenditure is held corporately and will be notionally allocated to services at the year end.

3.2.5 There is a further operational, business as usual forecast deficit of £9.616m, again in the main relating to social care placements including high-cost external residential packages (£5.461m), with further variances in relation to Adoption (£0.341m), Children with Disabilities Short Breaks (£0.296m), No Recourse to Public Funds/ Assistance to Families/Setting up Home Grants (£0.309m); £6.407m in total. There is a net overspend

of £1.353m on social care establishment staffing costs and a further pressure of £1.838m due to a number of agency workers being employed to deal with demand pressures. A number of small miscellaneous variances account for the remaining (net) pressure of £0.018m.

- 3.2.6 Social workers in Children's Social Care play a critical role in supporting and protecting children, young people and families within the community. However, the challenge of recruiting and retaining social workers within Children's Services is something that is being experienced not only in Oldham but also regionally and nationally, creating a reliance on employing temporary social work staff to deal with demand. This is then compounded by rapidly increasing hourly rates for the agency staff being engaged. Management action is being taken to help with combatting the problem by extending the dedicated social work academy to invest not only in supporting extra newly qualified social workers in an Assessed and Supported Year in Employment (ASYE) but also to invest in a number of new trainee social workers. The trainee social workers are being offered university placements alongside on-the-job experience with dedicated support from practice co-ordinators. A 'grow your own' approach has proven successful in many Local Authorities across the country with successful recruitment and retention as a result. In addition, initiatives to counter the increasing cost and use of Agency staff are being formulated at a GM and North West level.
- 3.2.7 During the COVID-19 pandemic and ultimately following, Children's Social Care in Oldham has experienced an increased volume in demand which has led to a high number of young people becoming Children in Need or Children Looked After. This combined with the high cost of external residential and foster care placements has put even greater pressure on the Directorates budget in 2022/23. Whilst demand cannot be wholly controlled, Senior Management is dedicated to addressing these issues and a number of management actions are being implemented to address such problems. Whilst continuing to monitor the approval of placements through the Additional Resource Panel, an invest to save proposal has been introduced which uses an external research agency to work with managers and social care staff to address demand management to tackle both operational and financial pressures.
- 3.2.8 Recognising the on-going budgetary and operational pressures and the need to invest to deliver the Councils priority of supporting children and young people, Cabinet at its meeting on 12 December 2022, approved the report 'Children's Services Investment Proposals'. This outlined an investment of £14.700m, comprising; one off funding of £2.900m funded from reserves to pump prime a number of invest to save initiatives that the Council wished to make and recurrent funding of £11.800m to stabilise the financial position. This element of the funding was based on a previously reported position with an assumption that any increase in the pressure carried forward into 2023/24 will be managed within the resources that have been made available, particularly as some of the planned transformational activities will have begun to take effect from the start of 2023/24.
- 3.2.9 The Investment Programme is focusing on the key areas where effective and efficient demand management results in both efficiencies and future savings across the following four core areas:
- Better support for families at an earlier stage
 - Providing the very best of care for our most vulnerable children
 - Supporting children and young people by making Oldham the best place to be a social worker

- Rewarding and supporting the work of Oldham’s Foster Carers.

Each of the four core areas contain multiple strands of activity and will need to be carefully monitored from both an implementation and benefits realisation perspective.

Education, Skills and Early Years

- 3.2.10 The area is reporting a £0.439m underspend at quarter 3 and incorporates the use of reserves totalling £1.313m.
- 3.2.11 The SEND Service is forecasting a £0.845m pressure at quarter 3. This is due to the impact of the Home to School contracts awarded in September 2022. Offsetting these overspends are favourable variances across the division totalling £1.284m comprising £0.860m due to slippage on vacant posts and £0.424m mainly due to additional traded income and savings against the schools PFI contracts.
- 3.2.12 0-19 Children’s Services are for 2022/23 being delivered under a Section 75 Partnership Agreement with the Northern Care Alliance NHS Foundation Trust; a funding gap of circa £0.700m was identified based on the transfer information. This is expected to be mitigated by staff and vacancy management in the current financial year and a balanced outturn is currently forecast. Work to reconfigure the services within the financial envelope is ongoing.

Preventative Services

- 3.2.13 The area is reporting a small £0.023m underspend at quarter 3 and incorporates the use of reserves totalling £0.148m. The underspend relates wholly to vacant posts.

Achievement of Budget Reductions

- 3.2.14 Budget Reductions for the Directorate in 2022/23 total £1.432m of which £0.932m are rated ‘Green – on track and will be delivered’. The Budget Reduction ‘External Placement Cost Avoidance’ is rated as ‘Red – off track and will not deliver.’ The full value of the option (£0.500m) is contributing to the adverse variance within Children’s Social Care.

3.3 Public Health

- 3.3.1 The following table shows the forecast position after the approved and planned use of reserves for the Directorate at quarter 3.

Table 5 – Public Health

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Public Health (Client and Delivery)	19,198	21,918	(3,098)	(378)
Heritage, Libraries and Arts	5,182	5,015	50	(117)
Total Forecast Net Expenditure	24,380	26,933	(3,048)	(495)

Summary

- 3.3.2 The Directorate has a projected underspend, all designated as Business as Usual of £0.495m and incorporates the use of reserves of £3.048m. The principal underlying reasons are detailed below.

3.3.3 Public Health (Client and Delivery) is showing an underspend of £0.378m which is due to slippage on staffing costs and the removal of Public Health funding to services within the Council following a staffing restructure. Use of reserves is in the main the continued use of the Continued Outbreak Management Fund received in 2021/22 (£3.081m). Earlier reports have advised that the Government may seek reimbursement of the grant. However, as explained in section 4.2, due to information received from the UK Health Security Agency (UKHSA) in December 2022, clawback of the funding is no longer anticipated.

3.3.4 The Heritage, Libraries and Arts Service is reporting an underspend of £0.117m at quarter 3. There are vacancies in the Libraries Service, increased income for Oldham Theatre Workshop and underspends within non-pay budgets.

Achievement of Budget Reductions

3.3.5 Budget Reductions for the Directorate in 2022/23 total £0.522m and are all rated 'Green – on track and will be delivered'.

3.4 Communities

3.4.1 The following table shows the forecast position after the approved and planned use of reserves for the Directorate at quarter 3.

Table 6 - Communities

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Youth, Leisure & Communities	6,942	7,129	(551)	(365)
Total Forecast Net Expenditure	6,942	7,129	(551)	(365)

Summary

3.4.2 The Directorate, comprising solely of Youth, Leisure and Communities has a projected, business as usual underspend of £0.365m and incorporates a net use of reserves totalling £0.551m.

3.4.3 There are pressures of £0.131m within Outdoor Education and £0.023m in the Schools Swimming Service, both due to a reduction in income. The pressures are being offset by vacancies, particularly in the District Partnerships team and the charging of staffing costs to the Homes for Ukraine grant to support the work being undertaken to support the Ukrainian refugees.

Achievement of Budget Reductions

3.4.4 Budget Reductions for the Directorate in 2022/23 total £0.063m and are all rated 'Green – on track and will be delivered'

3.5 Place and Economic Growth

3.5.1 The following table shows the forecast position after the approved and planned use of reserves for the Directorate at quarter 3.

Table 7 – Place and Economic Growth

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Economic Development, Enterprise and Skills	2,820	7,868	(1,772)	3,276
Environmental Services	53,889	54,361	(264)	208
Total Forecast Net Expenditure	56,709	62,229	(2,036)	3,484

Summary

3.5.2 The Directorate has a projected overspend of £3.484m all of which is attributed to business as usual and incorporates a net use of reserves totalling £2.036m. The principal underlying reasons are detailed below.

Economic Development, Enterprise and Skills

3.5.3 The area is forecasting an overspend of £3.276m (£2.946m at month 8) after a £1.772m use of reserves. The main reasons for the adverse variance are detailed below:

- There is an estimated pressure against the Corporate Landlord / Investment Estate totalling £2.476m which includes an allocation of £1.700m to offset increases in utility costs and reflects the Amber/Red status of the two Creating a Better Place budget options assuming only £0.708m of the total £2.720m will be achieved.
- Facilities Management is projecting an underspend of £0.043m which is a favourable movement of £0.401m to the £0.358m overspend reported at month 8. The favourable variance is due to the financing of pay award costs from corporate rather than service resources.
- The plan to relocate the market into the new Spindles development has resulted in a loss of rental income of £0.370m within the Market Service, as reported to members at the 21 September Cabinet meeting.
- The Planning Service is projecting an adverse variance of £0.200m due to the underachievement of income.
- Strategic Housing is expected to overspend by £0.273m following a review of the expected costs for temporary accommodation.

Environmental Services

3.5.4 The area is forecasting an overspend of £0.208m after a £0.264m transfer from reserves. The main reasons are detailed below:

- Strategic Highways is showing an overspend of £0.567m as a result of a review into the expected achievable level of capitalisation of staff costs.
- The Waste Levy is expected to overspend by £0.035m which relates to a 2021/22 Levy adjustment.
- Building Control is expecting to overspend by £0.042m in the main due to an underachievement of income from Building Regulation fees.

- Public Protection services are expected to underspend by £0.217m principally due to increased income within the Response Service.
- Environmental Management is forecast to underspend by £0.219m due to vacant posts and additional income received by the Cemeteries and Crematoria service.

Achievement of Budget Reductions

3.5.5 Budget Reductions for the Directorate in 2022/23 total £3.612m of which £0.892m are rated 'Green – on track and will be delivered'. There are two Budget Reductions rated 'Amber/Red' with a combined value of £2.720m, as shown below, to date which relate to:

- Creating a Better Place – Projects and Assets (£2.620m)
- Creating a Better Place – Income Generation (0.100m).

3.5.6 The Budget Reductions above are still rated as Amber/Red and would therefore not ordinarily be forecast as an adverse variance. However, due to the level of uncertainty in relation to deliverability, particularly in the current economic climate, a pressure of £2.012m is being recorded, as it is assumed the full saving will not be delivered. The 2023/24 budget estimates have been adjusted by an equivalent sum to reflect the non-delivery in 2022/23.

3.6 Corporate Services

3.6.1 The following table shows the forecast position after the approved and planned use of reserves for the Directorate at quarter 3.

Table 8 – Corporate Services

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Chief Executive, Management and Executive Office	4,894	5,243	(374)	(25)
Commissioning and Procurement	574	616	-	42
Finance	7,002	6,251	154	(597)
Legal Services	3,687	4,118	(431)	0
Communications and Research	1,029	1,252	(243)	(20)
Customer, Digital and Transformation	6,540	6,479	(200)	(261)
Strategy and Performance	897	850	-	(47)
HR & Organisational Development	2,816	2,855	(150)	(111)
Total Forecast Net Expenditure	27,439	27,664	(1,244)	(1,019)

Summary

3.6.2 The Directorate has a projected underspend of £1.019m and incorporates the use of reserves totalling £1.244m. The principal underlying reasons are detailed below.

Chief Executive, Management and Executive Office

3.6.3 The area is reporting an underspend of £0.025m which in the main relates to anticipated underspends within the Coroners Service being offset by staffing overspends.
Commissioning and Procurement

3.6.4 The Division is reporting an overspend of £0.042m at quarter 3. The service is continuing to experience difficulties in recruiting to permanent posts, this is resulting in a pressure of £0.270m due to the necessity of having to retain interims. This is being offset by vacant posts of £0.257m. The service is also reporting a pressure of £0.029m against the Early Payment scheme.

Finance

3.6.5 The Division is reporting an underspend of £0.597m at quarter 3. There are vacancies across the Finance Division and underspends on non-pay budgets which are offsetting a pressure in Revenues and Benefits relating to agency staff engaged to support increased service demand.

Legal Services

3.6.6 The service is forecasting a balanced outturn incorporating a £0.431m use of reserves.

Communications and Research

3.6.7 The service is recording an underspend of £0.020m, primarily as a result of vacant posts and underspends on the printing and design budget.

Customer, Digital and Transformation

3.6.8 The Portfolio is reporting an underspend of £0.261m at quarter 3. There is a favourable variance of £0.440m within the Transformation service, predominantly because of vacant posts, offset in part by cost pressures on transformation projects. A further underspend of £0.364m in Customer Services is due to eligible staff costs being offset against a COVID-19 grant in 2022/23, funding from Housing Options and the Homes for Ukraine grant. There is a reported pressure of £0.543m in the ICT service which in the main relates to expenditure which cannot be capitalized.

Strategy and Performance

3.6.9 The Division is reporting an underspend of £0.047m, in the main due to vacant posts.

Human Resources and Organisational Development

3.6.10 The Division is reporting an underspend of £0.111m. There are pressures totaling £0.160m which are being offset by vacant posts across the division totaling £0.271m.

Achievement of Budget Reductions

3.6.11 Budget Reductions for the Directorate in 2022/23 total £1.382m of which six totalling £0.749m are rated 'Green – on track and will be delivered' and have been fully achieved at quarter 3. One budget reduction is currently rated 'Amber/Red – off track and will only deliver part of the saving', the total value of the option is £0.250m and the predicted shortfall is £0.023m. A further two budget reductions are rated 'Red – off track and will not deliver' which are detailed below:

- Internal Efficiency Initiatives (Unity Partnership); £0.363m not currently being achieved
- Information and Communications Technology (ICT) of £0.020m, not currently being achieved.

3.6.12 Therefore, a total of £0.406m of budget reductions across the Division are currently not expected to be achieved in the financial year and £0.383m of this has been built into the 2023/24 budget estimates.

3.7 Capital, Treasury and Technical Accounting

3.7.1 The following table shows the forecast position for the Directorate at quarter 3.

Table 9 – Capital, Treasury and Technical Accounting

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Capital Treasury and Technical Accounting	21,949	18,428	(596)	(4,117)
COVID-19 Legacy Funding	12,000	-	-	(12,000)
Corporate and Democratic Core	833	833	-	-
Parish Precepts	333	333	-	-
Total Forecast Net Expenditure	35,115	19,594	(596)	(16,117)

Summary

Capital, Treasury and Technical Accounting

3.7.2 The Directorate holds the budgets associated with the Council's Treasury Management activities including interest payable on borrowing and interest receivable on investments and is reporting a wholly business as usual underspend of £16.117m at quarter 3.

3.7.3 As mentioned above in paragraph 2.4 of the report, COVID-19 Legacy funding is being held centrally within this division. This contributes £12.000m towards the £16.117m Portfolio underspend. The corresponding expenditure that this provision is funding is currently being reported within CHASC (£5.717m) and Children's Services (£3.555m) leaving an overall favourable corporate balance of £2.728m in relation to the COVID-19 funding, currently being used to support business as usual pressures.

3.7.4 The favourable residual Portfolio variance of £4.117m is due to projected positive non-pay variances including past pension costs and banking charges. This is offset by an adverse variance with regard to the Annual Leave Purchase Scheme and loss of income through reduced buy back of the Schools and Academies Cash Collection service. There is also a £0.100m adverse variance on corporate insurances due to an increase in the volume of insurance claims being processed, however this will continue to be reviewed. The Procurement Framework has been reviewed in full and it is now anticipated that with income received to date, the income target of £0.506m will be met. A 'one-off' refund of £0.543m in relation to Business Rates Levy surplus has been received (as notified with the Final Local Government Finance Settlement) and is contributing to the favourable variance at month 9. As previously reported additional income of £1.044m has been received from the Greater Manchester Combined Authority (GMCA), this is the Council's share of a £10.000m GM wide waste reserve refund. This has been transferred to

Earmarked Reserves to support the increase in GMCA levy costs in the 2023/24 revenue budget.

- 3.7.5 The Housing Benefit service is expected to have a break-even outturn in 2022/23. Whilst there are pressures in relation to temporary accommodation, the movement of working age benefits claimants on to Universal Credit is offsetting the pressure.

Achievement of Budget Reductions

- 3.7.6 The single Budget Reduction of £0.750m for the Directorate for 2022/23 is rated 'Green – on track and will be delivered' and has been fully achieved.

4 Other Grants and Contributions Received by the Council

- 4.1 Members will recall that in 2021/22 the Government provided a range of both ringfenced and un-ringfenced grants to support the response to COVID-19. There have been no new notifications in 2022/23, however there are residual sums in relation to the funding received in 2020/21 and 2021/22 with the Council bringing forward into 2022/23 unspent balances totalling £3.138m in relation to seven ring-fenced COVID-19 grants. The application of these grants has therefore been treated as a drawdown from reserves.

- 4.2 The single largest sum (£3.081m) is in relation to the Contain Outbreak Management Fund (COMF). As mentioned in section 3.3.3 above, Central Government has previously indicated it might withdraw the balance of the COMF grant in 2022/23. Councils have previously been advised that they will have to evidence how any actual expenditure and future commitments funded by the COMF grant comply with the prevailing guidance. In accordance, the Council has submitted regular returns to the UK Health Security Agency (UKHSA) throughout the year on the use of the COMF grant and no queries have arisen regarding its intended use. In December 2022, UKHSA issued a letter to advise Council's the COMF grant can be further carried forward into 2023/24. The terms of the grant remain unchanged, and the carry forward is for COVID control and COVID recovery, including mitigating any health inequalities as a result of COVID. In view of the latest guidance, the clawback of the funding is no longer anticipated.

- 4.3 In addition to the above, the Council has received a number of specific Grants from the Government or other sources which have been ringfenced to Directorates to be utilised on certain defined activities. At Quarter 3, excluding the DSG as outlined in section 5.1, Directorates are forecasting a total of £119.621m of ringfenced grants to be used for specific purposes which have been either new notifications for 2022/23 or grants received in prior years where terms and conditions allow for usage in the current and potentially future years. The table below shows the total grants forecast by Directorates up to quarter 3.

Table 10 – Grants Ringfenced to Directorates

Directorate	Carried Forward from 2021/22 £000	New Allocations 2022/23 £000	Forecast £000
Community Health and Adult Social Care	0	(21,906)	(21,906)
Children's Services	(137)	(24,543)	(24,680)
Public Health	(365)	(1,998)	(2,363)
Communities	(286)	(735)	(1,021)
Place and Economic Growth	(60)	(4,678)	(4,738)
Corporate Services	0	(5,215)	(5,215)
Capital and Treasury	0	(40,898)	(40,898)
Total Ringfenced Grants include within the Net Revenue Budget	(848)	(99,974)	(100,822)
Housing Revenue Account	0	(18,799)	(18,799)
Total	(848)	(118,773)	(119,621)

- 4.4 As highlighted in the table above, grants (not related to COVID-19 and excluding the DSG) received in previous years and carried forward into 2022/23, all within the Net Revenue Budget total £0.848m with new allocations for 2022/23 totalling £118.773m; £119.621m in total (£100.822m within the Net Revenue Budget and £18.799m within the Housing Revenue Account). Dependant on the terms and conditions of the individual grant, some of the above income could be carried forward into 2023/24 to be utilised in future financial years.
- 4.5 Of the £99.974m of new General Fund allocations, the largest single category carries a value of £40.898m and relates to Housing Benefit Subsidy within Capital and Treasury; £35.467m for Rent Allowances and £5.431m for Rent Subsidy. In addition, £16.797m relates to the Better Care Fund Grant which is awarded by NHS England and distributed by Integrated Care Boards which is included within the Community Health and Adult Social Care net revenue budget. A further £13.165m relates to PFI Credits received to support unitary charge payments across the Council's four Revenue Fund PFI schemes. A further two PFI schemes, with grant totalling £18.799m are in the Housing Revenue Account. Within Children's Services £8.701m relates to Pupil Premium Grant, the majority of which is passported directly to schools
- 4.6 Within CHASC, there are two Adult Social Care Discharge Fund allocations totalling £2.573m, as outlined in section 3.1.4. The Council has received £0.935m directly. A further £19.558m has been received by the Greater Manchester Integrated Care Board from the sponsoring Government Department, of which the Oldham locality share is £1.638m.
- 4.7 A total of 63 additional Government Grants are included in the forecasts for 2022/23 totalling £101.755m; £82.956m is within the Revenue Budget and £18.799m relates to the Housing Revenue Account PFI Credits. A further 6 grants have been awarded from other sources and classed as 'other grants' totalling £17.866m.
- 4.8 Thirty three of the grants have an individual value which is greater than £0.150m and total £117.510m. The remaining £2.111m relates to 36 grants with individual values less than £0.150m. A full list of these grants can be found at Appendix 2.

5 Schools

5.1 The Council's expenditure on schools is funded primarily by the Dedicated Schools Grant (DSG) which is provided by the Department for Education. DSG is ring-fenced and can only be applied to meet expenditure properly included in the Schools' Budget, as defined in the School and Early Years Finance (England) Regulations 2022. The Schools' Budget includes elements for a range of educational services provided on an Authority wide basis and for the Individual Schools Budget which is divided into a budget share for each maintained school. The total Oldham funding allocation for 2022/23 is £300.575m; £168.789m after excluding the recoupment for academies and Post 16 Further Education (FE) provision and is split across the four funding blocks that comprise the DSG as follows:

- Schools- £227.079m (£108.201m after excluding the recoupment for academies)
- High Needs- £52.251m (£39.343m after excluding the recoupment for academies and Post 16)
- Early Years- £18.828m
- Central Schools Services- £2.417m

5.2 For a number of years there has been considerable financial pressure on the DSG, particularly in the High Needs Block. At the start of 2022/23, the cumulative DSG deficit was £2.773m having been in deficit since 2016/17. This is historically due to expenditure exceeding the High Needs budget available each year. As can be seen from the table below, the cumulative High Needs Block Deficit, if taken as a stand-alone element was £15.269m at the start of 2022/23. The key contributors to this pressure being the:

- Increasing high needs population, such as special school places, resourced provision and post 16 Further Education provision.
- Increasing number of Education Health Care , £168.789m after excluding the recoupment for academies and Post 16 FE provision Plans requiring high needs top up funding within mainstream schools
- Cost of providing local Pupil Referral Unit capacity to ensure that the Local Authority fulfils its statutory role.
- High cost of external placements

The Schools Forum, which must agree the allocation of the DSG, has historically approved transfers between the Schools and High Needs Blocks (£8.296m between 2016/17 and 2021/22). Due to the increased funding received in 2022/23 there was no requirement for a transfer in this financial year.

5.3 The High Needs Block is currently forecasting an in year surplus of £3.473m. Excluding the cumulative support from the Schools Block this reduces the forecast cumulative deficit forecast to £11.796m as of 31 March 2023. The deficit is offset by cumulative virements (£8.296m) and savings from the Schools and Early Years Blocks (£4.014m) to leave a net forecast, cumulative High Needs Block surplus of £0.514m (as illustrated in the table below).

Table 11 – DSG High Needs Block

DSG High Needs Block Key Issues	£000
Original High Needs Budget Allocation including adjustment for imports/exports, special free school funding and hospital education	(52,251)
Estimated Expenditure	48,778
Projected in Year (Surplus)	(3,473)
Deficit Brought Forward 01/04/2022	15,269
Cumulative Net Deficit	11,796
Offset by;	
- Virement from Schools Block- 2016/17 to 2021/22	(8,296)
- Savings in Schools and Early Years Block and Central Schools Services Block- 2015/16 to 2022/23	(4,014)
Projected High Needs Block (Surplus) 31/03/2023	(514)

Overall DSG Position and Recovery Plan

- 5.4 As the DSG has been in deficit for a number of years, the Council has been required to agree a DSG Financial Recovery Plan to demonstrate how, at least a balanced position could be achieved. This was first submitted to the Department for Education in 2019. The financial elements of the Recovery Plan have been continuously updated to take account of estimated additional cost pressures, formal notifications of additional funding and the agreed funding methodology including the transfer of DSG funding between the Schools and the High Needs Funding Blocks that has been undertaken in prior years.
- 5.5 Oldham has been supported by the Education and Skills Funding Agency (ESFA) in its monitoring and management of the DSG with the Recovery Plan having been subject to review. In more recent developments, Oldham has been invited by the Government to take part in the Delivering Better Value (DBV) in SEND Programme which provides dedicated support for the reform to high needs systems to Local Authorities with historical deficit issues, the aim being to put more Local Authorities on a more sustainable footing so that they are better placed to respond to the forthcoming SEND Review reforms.
- 5.6 Oldham was selected as one of the Local Authorities to be invited to take part in the programme, as it had a significant percentage DSG deficit in 2020/21. The first 20 of the 55 Authorities started the programme in June 2022, the second round (which includes Oldham) has now launched. The Government is initially providing external consultancy advice to the Council to enable it to plan and agree improvements and a change programme. There is also funding available for the Council to fund new activities identified through the DBV initiative, an initial sum of £0.045m has been received in the current financial year, with core funding of £1.000m being available to the Authority on successful submission of a grant application, outlining the use and expected outcomes from the funding to the Department for Education. A series of workshops have now commenced with the wave 2 authorities culminating in the grant application submission in late June/ early July of 2023.
- 5.7 The Schools Forum is regularly updated on the status of the Recovery Plan and it remains appropriate to present information in this format. The Council will therefore continue to use the Recovery Plan arrangements as an effective means of monitoring the DSG position. The last meeting of the Schools Forum on 18 January 2023 received an update in relation to the DSG including the Recovery Plan, which had again been updated to take

account of the most recent funding announcements, the latest expenditure predictions and their impact on the projections from the current financial year through to 2024/25.

- 5.8 The Autumn Statement of 17 November 2022 announced additional funding of £2.3bn for schools in 2023/24 with a further £2.3bn for 2024/25. The additional funding is for schools and High Needs, of which £400m is for Local Authorities on top of their high needs National Funding Formula (NFF) allocations. The additional funding for schools will be allocated as a separate grant in 2023/24 and then rolled into the NFF from 2024/25. The 2023/24 grant will be allocated to schools as per the NFF formula distribution as if it was part of NFF from April 2023 for Academies and Maintained schools and to Local Authorities for the High Needs block to allocate to Special Schools and other providers funded from the High Needs Block.
- 5.9 Following confirmation of the Authority's funding allocation on 16 December 2022, the DSG Recovery Plan has been remodelled. The table below shows the latest Recovery Plan as at January 2023 and illustrates that with the increased funding and the planned actions to address new operating arrangements to generate efficiencies, the DSG should be brought into a position where there is an in-year surplus in 2022/23 of £3.287m, which is sufficient to offset the deficit brought forward of £2.773m leaving a cumulative surplus of £0.514m to be carried forward into 2023/24. The updated position was reported to the Schools Forum on 18 January 2023. Increases to High Needs funding are offset by the prudent inclusion in the Recovery Plan of a Service Improvement Development Fund to support a range of initiatives, the full detail of which is still to be agreed but will complement the DBV in SEND programme as outlined above.

Table 12 – Overall DSG Position

	2022/23 £000	2023/24 £000	2024/25 £000
Opening Balance brought forward – Deficit/ (Surplus)	2,773	(514)	(2,438)
Estimated Additional Pressures	2,896	5,117	6,573
2022/23 High Needs Block Increase	(4,852)	(4,852)	(4,852)
Additional High Needs Funding (announced December 2021)	(1,756)	(1,756)	(1,756)
Additional High Needs Funding (announced December 2022)	0	(2,178)	(2,178)
Reverse Indicative Transfer (initially planned but not required for 2022/23)	1,124	-	-
Estimated change additional funding including Special Free School	(1,092)	-	-
Estimated adjustment for Special Free School funding	-	252	252
Additional High Needs Funding 2023/24 - 6.7%	-	(4,294)	(4,294)
Estimated Additional High Needs Funding 2024/25 - 3%	-	-	(1,601)
Estimated cost increases Special Schools re inflation etc.	393	409	415
Contribution to Central Education Support Services including HI/VI Services	-	200	200
Additional spend re High Needs funding announcement December 2022 still to be allocated	-	2,178	2,178
Service Improvements Development Fund (SIDF)	-	2,150	4,800
Drawdown of the SIDF Proposed one-off funding to support the Special Sector	-	850	-
In Year (Surplus)	(3,287)	(1,924)	(263)
Current Net Forecast (Surplus)	(514)	(2,438)	(2,701)
Previously Reported Net Forecast (Surplus) as at Quarter 2	(442)	(3,273)	(3,830)

5.10 The DSG financial position has improved; the current estimates show that there will be surpluses in each of the three years of the current recovery plan, which is a change to the trends of the last few years and is largely due to the additional funding expected from Central Government. Work will continue for the remainder of 2022/23 and beyond to ensure that the forecast surplus position for 2023/24 and 2024/25 is actually achieved and maintained and that the Service Improvement Development Fund is effectively deployed. An update will be provided to the Schools Forum at its next meeting on 22 March 2023.

6 Housing Revenue Account (HRA)

6.1 The current HRA position is presented in Table 13 and compares the initially approved HRA position to the current estimated outturn. The actual closing balance for 2021/22 at £21.721m was £0.570m lower than the final estimate of £22.291m. The original HRA forecast for 2022/23 was for a planned in-year decrease in balances of £1.808m, mainly to support housing related expenditure in the Capital Programme.

6.2 The current forecast is for an in-year surplus of £0.934m, a net favourable movement of £2.742m. The variance is attributable to the cessation of planned HRA expenditure within the Capital Programme offset by increased utility costs. The projected year end HRA balance is £22.655m, a £2.172m favourable movement.

Table 13 - Housing Revenue Account Forecast Position

HRA Income & Expenditure Account	Original Budget £000	Actual 2021/22 & Latest 2022/23 Forecast £000	Variance to Budget £000
HRA Balances Brought forward from 2021/22	(22,291)	(21,721)	570
(Surplus)/ Deficit on HRA Services for 2022/23	1,808	(934)	(2,742)
HRA Surplus Balances Carried Forward	(20,483)	(22,655)	(2,172)

7 Collection Fund

7.1 The tables below show the forecast outturn position for the Collection Fund (the technical account within which Council Tax and Business Rates (National Non Domestic Rates (NDR) are managed) and the forecast position in relation to the share of balances between the Council and the Greater Manchester Combined Authority precepting Authorities.

Table 14 - Collection Fund Forecast Position

Collection Fund Balance	Council Tax £000	NDR £000	Total £000
Balance Brought Forward	2,958	6,175	9,133
Contribution to deficit carried forward from 2021/22	(2,873)	(10,379)	(13,252)
Prior Year Balance Brought Forward	85	(4,204)	(4,119)
(Surplus) /Deficit for the Year	(133)	73	(60)
Net (Surplus)/Deficit Carried Forward	(48)	(4,131)	(4,179)

Table 15 - Collection Fund – 2022/23 Share of Balances; Forecast Position

Collection Fund Balance	Council Tax £000	NDR £000	Total £000
Share - Oldham Council	(40)	(4,090)	(4,130)
Share – Greater Manchester Combined Authority Mayoral Police and Crime Commissioner	(5)	-	(5)
Share – Greater Manchester Combined Authority Mayoral General Precept (including Fire Services)	(3)	(41)	(44)
Total (Surplus)	(48)	(4,131)	(4,179)

7.2 Council Tax and Business Rates remain a significant source of funding for Council services. However, these areas can be volatile, the 2022/23 financial year is no different with the lingering impact of COVID-19 and the ongoing impact of the cost of living crisis, as such the financial position of the Collection Fund is under constant review. With regards to the Business Rates surplus brought forward from 2021/22, this was due to the delayed rollout of the £4.204m of COVID-19 Additional Relief Fund (CARF) allocations. The Business Rates reliefs available under the CARF scheme were originally assumed to be fully allocated within 2021/22, thus increasing the estimated deficit as the level of

Business Rates to be collected would be reduced. This was expected to be compensated for by un-ringfenced Section 31 grant of £4.204m included within the 2022/23 Revenue Budget. The £4.204m grant has, however, been applied to Collection Fund expenditure in 2022/23.

- 7.3 The Greater Manchester 100% Business Rates Retention Pilot has continued into 2022/23. Any financial benefits arising from membership within the pilot scheme will continue to be monitored and upon realisation, any beneficial financial resource will be used to support the Council's budget.
- 7.4 As highlighted in Table 14 and 15 above, current year end Collection Fund projections are showing an overall surplus of £4.179m, with the Council's proportion of this surplus being £4.130m. This is a particularly volatile area to forecast with many unknowns, therefore, this area will be closely monitored over the remaining months. However, the sum of £4.130m has been incorporated into the 2023/24 budget.

8 Use of Reserves

- 8.1 Members will recall that at the Council budget meeting of 2 March 2022, it was agreed that a proposed use of Earmarked Reserves of £24.971m be used to support the 2022/23 budget including £0.405m to support the delivery of Budget Reductions for 2023/24 with an offsetting transfer to reserves of £1.710m for Retained Business Rates. Of the Earmarked Reserves to be used, £11.879m were to be met from the specific balancing budget reserve. A further £13.092m of reserves were to be used in 2022/23 as a result of Business Rates compensation funding received in 2021/22 and held in reserve to support the Collection Fund Deficit in 2022/23. Since the Budget Council meeting and as part of the closure of accounts, the completion of the Business Rates Year End Return (NNDR3) and using guidance issued by CIPFA, it was determined that the Business Rate compensation related Collection Fund Deficit for 2022/23 would be revised downwards by £4.285m to £8.807m; a revision of £0.081m for Grant in Lieu of Business Rates and £4.204m in relation to the COVID-19 Additional Relief Fund (CARF) scheme. This resulted in the initial, total net call on reserves to support the revenue budget in 2022/23 of £20.686m, reducing to £18.976m with the transfer of £1.710m to reserves in relation to Business Rates Retention Pilot gains referred to above.
- 8.2 In addition to the above transfer to reserves the quarter 3 position incorporates additional Directorate requests to use reserves with a total (net) value of £12.676m, therefore the budget as a whole currently relies upon the application of a net £31.652m of reserves, the resultant impact is for an estimated combined closing value of £84.894m, comprising £80.809m of Earmarked Reserves and £4.085m of Revenue Grant Reserves, as illustrated in the table below. It is however anticipated that this position will change as the year draws to a close and the final outturn is determined. Should the adverse variance of £1.280m need to be addressed by the use of earmarked reserves at the year end the £80.809m will reduce to £79.529m.

Table 16 – Reserves Summary

	Earmarked Reserves £000	Revenue Grant Reserves £000	Total Reserves £000
Opening Balance as at 1 April 2022	(99,227)	(10,731)	(109,958)
Reserves applied to balance the Budget	11,879	-	11,879
Use of Reserves to offset Collection Fund Deficit	13,092	-	13,092
Reduction in Reserve to offset Collection Fund Deficit	(4,285)	-	(4,285)
Transfer to Earmarked Reserves - Business Rates Retention Pilot Gain	(1,710)	-	(1,710)
In Year Balance	(80,251)	(10,731)	(90,982)
Directorate Transfers from Reserve			
Community Health and Adult Social Care	3,090	-	3,090
Children's Services	422	1,890	2,312
Public Health	-	3,369	3,369
Communities	551	-	551
Place and Economic Growth	1,899	187	2,086
Corporate Services	1,397	46	1,443
Capital Treasury and Technical Accounting	1,640	-	1,640
Total Directorate Transfers from Reserve	8,999	5,491	14,490
Directorate Transfers to Reserves			
Community Health and Adult Social Care	-	(200)	(200)
Children's Services	-	-	-
Public Health	(321)	-	(321)
Communities	-	-	-
Place and Economic Growth	(49)	-	(49)
Corporate Services	(200)	-	(200)
Capital Treasury and Technical Accounting	(1,044)	-	(1,044)
Total Directorate Transfers to Reserve	(1,614)	(200)	(1,814)
Total Directorate Use of Reserves	7,385	5,291	12,676
2022/23 Reserves review	(1,355)	1,355	-
2022/23 Resources and Provisions review	(6,588)		(6,588)
Closing Balance as at Quarter 3	(80,809)	(4,085)	(84,894)

8.3 In line with the Council's reserves policy, the recommended use of reserves to fund spend during the year have been initially approved by the appropriate officers prior to consideration by Cabinet. However, as there is a need to minimise the use of reserves in order to support the financial resilience of the Council, only those reserves supporting essential business will be utilised this year.

8.4 A full review of all Reserves, Provisions and Council Resources has been undertaken, identifying a total of £6.588m of resources that can be re-purposed and transferred into earmarked reserves to support any year-end overspend within the 2022/23 revenue budget; currently forecast as £1.280m and to support the overall financial resilience of the Council.

8.5 The availability of reserves is a demonstration of the financial resilience of the Council and as such the reserves must be carefully managed. However, the use of reserves is also a means by which the Council can support the 2023/24 and future years budget setting processes and Medium-Term Financial Strategy. In addition to use in the current financial year, as part of the 2023/24 Budget setting process agreed by Council on 1 March 2023, Members have approved a further use of £12.786m of reserves to balance the budget in 2023/24, offset slightly by a contribution to reserves of £1.209m which nets the total use of reserves to £11.577m for the forthcoming year. There is also a further £3.932m approved commitment of reserves for 2024/25.

9 Flexible Use of Capital Receipts

9.1 Members will recall that at the Council meeting of 2 March 2022, it was approved that up to £2.500m of capital receipts would be used to underpin the revenue budget in line with the flexibilities agreed by Secretary of State for Housing, Communities and Local Government in March 2016. In April 2022, guidance on the flexible use of capital receipts was updated by the Department for Levelling Up, Housing and Communities which extends the flexibility that has been in place since 2016. This allows the freedom to continue up to 2024/25 to help Authorities plan for the long-term.

9.2 A number of schemes in support of the transformation programme which meet the qualifying expenditure requirements as detailed within the statutory guidance issued by the DLUHC have been identified and are itemised within the approved 2022/23 Capital Programme. The contribution to the Flexible Use of Capital Receipts is the first call on any receipts generated by the Council and processes are in place to monitor progress throughout the year. Annex 2 to this report which sets out the Capital Programme position confirms that receipts totalling £2.802m have been received to date, sufficient to underpin the revenue budget requirement of £2.500m.

10 Conclusion

10.1 During 2022/23 there has been uncertainty about the financial position created by the lasting impact of COVID-19 and also due to emerging cost pressures in relation to utilities and fuel, the impact of cost of living pressures on future pay awards and also interest rates. The forecasting of the likely impact of all these factors on the Council's budget has been based on both the actual expenditure and the income loss recorded but also relies on a series of assumptions which during the year have been both unpredictable and constantly changing.

10.2 The current projected position, after adjustment for reserves and the application of the full £12.000m of the Council funded provision for COVID-19 legacy pressures is showing an operational overspend of £2.055m, reducing to £1.280m with the anticipated effect of management actions and spending restrictions. The legacy funding is supporting £9.272m of expenditure, the balance of £2.728m is reducing a business as usual, operational overspend from £4.783m to £2.055m.

10.3 The business as usual pressure, whilst reduced, is obviously of concern, driven in part by the uncertainty in relation to achieving Budget Reductions, provision for which has prudently been incorporated in the 2023/24 budget setting process, as outlined in sections 2.14 and 2.15. For this reason, corporate measures aimed at scrutinising and limiting expenditure and monitoring the recruitment of staff to vacant posts have been reviewed, strengthened and expanded. These together with the full year effect of management actions were initially estimated to reduce the overspend by £1.720m as reported at month

6. The measures have had an impact with £0.925m of the required reduction now delivered, leaving a balance of £0.775m expected to produce a £1.280m deficit outturn.

10.4 The reserves position is important in the context of financial resilience. Whilst the year started with healthy balances of earmarked reserves (£99.227m) and Revenue Grants Reserves (£10.731m), as advised in this report, net earmarked reserves of £26.631m and net Revenue Grant reserves of £5.291m are forecast to be called into support the 2022/23 budget. As highlighted in table 16 above, and previously reported, further adjustments including a Reserves and Provisions review has increased in year reserves by £6.588m, after which there is an anticipated combined reserves balance of £84.894m. It is also important to note that there is an already approved £16.718m use of reserves to balance the 2023/24 and 2024/25 budgets. At this level of utilisation, it is vitally important to minimise the use of reserves in year to maintain financial resilience of the Council.

FINANCING OF THE 2022/23 BUDGET	Original Budget	Additions to Month 8	Additions to Quarter 3	Revised Budget
	£'000	£'000	£'000	£'000
Net Expenditure Budget	(260,686)			(260,686)
Financed by:				
Business Rates Top-up Grant	(42,923)			(42,923)
Grant in Lieu of Business Rates	(19,471)			(19,471)
Social Care Support Grant	(12,132)			(12,132)
Improved Better Care Fund Grant	(11,188)			(11,188)
2022/23 Services Grant	(4,467)			(4,467)
Independent Living Fund (ILF) Grant	(2,580)			(2,580)
Housing Benefit Administration Grant	(824)			(824)
Council Tax Administration Grant	(371)			(371)
Market Sustainability and Fair Cost of Care Fund	(758)	758		0
Local Authority Domestic Abuse Duty Grant	(580)	580		0
Lower Tier Services Support Grant	(437)			(437)
New Homes Bonus Grant	(562)			(562)
Revenue and Benefits Service New Burdens Grant	(13)	(78)		(91)
School Improvement Monitoring and Brokerage Grant		(110)		(110)
Verify Earnings and Pension Service Grant		(19)		(19)
Rough Sleeping Drug & Alcohol Treatment Grant		(432)		(432)
Capital Grants		(10,777)	(2,718)	(13,495)
Botox and Fillers Children's Act Grant		(8)		(8)
Substance Misuse Treatment and Recovery Funding Grant		(505)		(505)
Adult Social Care charging reform: implementation support funding		(99)		(99)
Extended Rights to Free Travel Grant		(49)		(49)
Homes for Ukraine Grant		(441)	(294)	(735)
Temporary Pavement Licensing New Burden Grant		(8)		(8)
Family Court Fees - New Burdens Grant		(9)		(9)
Family Annexe Council Tax Discount Grant		(4)		(4)
Local Reform and Community Voices Grant			(161)	(161)
War Pensions Disregard Grant			(45)	(45)
Client-Level Data Flows Support Grant			(19)	(19)
Family Hubs and Start for Life Grant			(707)	(707)
Total Government Grant Funding	(96,306)	(11,202)	(3,944)	(111,451)
Council Tax Income - General (Including parish precepts)	(90,697)			(90,697)
Council Tax Income - Adult Social Care Precept	(12,549)			(12,549)
Collection Fund - Council Tax Deficit 2020/21	2,192			2,192
Collection Fund - Council Tax Surplus 2021/22	(1,307)			(1,307)
Collection Fund Deficit	13,092	(4,285)		8,807
Retained Business Rates	(51,850)			(51,850)
Total Locally Generated Income	(141,119)	(4,285)	0	(145,404)
Total Grant and Income	(237,425)	(15,487)	(3,944)	(256,855)
Use of General Earmarked Reserves	(10,074)			(10,074)
Use of Specific Earmarked Reserves	(1,805)			(1,805)
Use of Earmarked Reserves - Collection Fund	(13,092)	4,285		(8,807)
Transfer to Earmarked Reserves - Business Rates	1,710			1,710
Retention Pilot Gain				
Total Use of Reserves	(23,261)	4,285	0	(18,976)
Total Financing	(260,686)	(11,202)	(3,944)	(275,831)

Appendix 2- Analysis of Grants

Grant Name	Grant Type	Carried Forward from 2021/22 £000	New Allocations 2022/23 £000	Forecast £000
Community Health and Adult Social Care				
Market Sustainability and Fair Cost of Care Fund	Govt.	0	(758)	(758)
Changing Futures in GM	Govt.	0	(322)	(322)
Community Discharge Grant	Govt.	0	(1,437)	(1,437)
Better Care Fund	Other	0	(16,797)	(16,797)
Adult Social Care Discharge Fund- OMBC	Govt.	0	(935)	(935)
Adult Social Care Discharge Fund- GM Integrated Care Board	Govt.		(1,638)	(1,638)
Balance: Grants less than £0.150m	Govt.	0	(19)	(19)
Sub Total		0	(21,906)	(21,906)
Children's Services				
PFI Credits (2 contracts)	Govt. (x2)	0	(8,891)	(8,891)
Pupil Premium	Govt.	0	(8,701)	(8,701)
Staying Put Grant	Govt.	0	(201)	(201)
Skills Funding Agency Adult Education Grant	Govt.	0	(2,852)	(2,852)
Holiday Activities and Food Grant	Govt.	0	(1,166)	(1,166)
Youth Justice Board Grant	Govt.	0	(496)	(496)
Support to Victims of Domestic Abuse within Safe Accommodation	Govt.	0	(580)	(580)
Virtual School Head Extension	Govt.	0	(150)	(150)
Unaccompanied Asylum Seeking Children and Care Leavers	Govt. (x2)	0	(808)	(808)
Kickstart Grant	Other	0	(186)	(186)
Balance: Government Grants less than £0.150m	Govt. (x11) Other (x1)	(137)	(511)	(648)
Sub-Total		(137)	(24,543)	(24,680)
Public Health				
PFI Credits	Govt.	0	(1,803)	(1,803)
Additional Drug Treatment Crime and Harm Reduction	Govt.	(297)	0	(297)
Balance: Grants less than £0.150m	Govt. (x3)	(68)	(194)	(262)
Sub -Total		(365)	(1,998)	(2,363)
Communities				
Serious Violence Grant	Govt.	0	(175)	(175)
Community Safety	Other	(171)	(372)	(543)
Balance: Grants less than £0.150m	Govt. (x7) Other (x1)	(115)	(188)	(303)
Sub-Total		(286)	(735)	(1,021)
Place and Economic Growth				
PFI Credits	Govt.	0	(2,471)	(2,471)
Homelessness Prevention Grant	Govt.	0	(553)	(553)
A Bed Every Night (ABEN)	Govt.	0	(277)	(277)
Community Accommodation Services - Tier 3 Grant	Govt.	0	(296)	(296)
Sustainable Transport Fund	Govt.	0	(455)	(455)
Balance: Other Government Grants less than £0.150m	Govt. (x9)	(60)	(626)	(686)
Sub-Total		(60)	(4,678)	(4,738)
Corporate Services				
European Regional Development Fund	Other	0	(184)	(184)
Household Support Fund	Govt.	0	(4,839)	(4,839)
Balance: Other Government Grants less than £0.150m	Govt. (x4)	0	(193)	(193)
Sub-Total		0	(5,215)	(5,215)
Capital and Treasury				
Housing Benefit Subsidy- Rent Allowances	Govt.		(35,467)	(35,467)
Housing Benefit Subsidy- Rent Rebates	Govt.		(5,431)	(5,431)
Sub-Total		0	(40,898)	(40,898)
Total Ringfenced Grants include within the Net Revenue Budget		(848)	(99,974)	(100,822)
Housing Revenue Account				29
PFI Credits (2 contracts)	Govt. (x2)	0	(18,799)	(18,799)
Total	69	(848)	(118,773)	(119,621)

Summary of 2022/23 Approved Budget Reductions and deliverability

Appendix 3

Community Health and Adult Social Care

Reference	Budget Reduction	Rating	Approved Budget Reduction £000	Deliverable £000	Shortfall £000
CSA-BR1-423	Maximising independence through alternative models of care		(1,000)	(1,000)	0
CSA-BR1-424	CHASC Workforce Reduction	Green	(50)	(50)	0
CSA-BR1-429	KeyRing	Green	(20)	(20)	0
CSA-BR1-430	Achieving Better Outcomes: Supported Living & Learning Disabilities	Green	(500)	(500)	0
ASC-BR1-548	Smarter Ways of Working	Green	(100)	(100)	0
ASC-BR1-549	Income Maximisation for Adult Social Care	Green	(1,380)	(1,380)	0
ASC-BR1-550	CHASC 'Other' - General Operational	Green	(174)	(174)	0
ASC-BR1-551	Core Management Fee Reduction - MioCare Group	Green	(115)	(115)	0
ASC-BR1-553	Increasing Community Enablement Throughput	Green	(292)	(292)	0
ASC-BR1-554	Learning Disability Consultant Psychiatrist	Green	(73)	(73)	0
ASC-BR1-555	Supported Living Voids Budget	Green	(45)	(45)	0
ASC-BR1-556	Housing Related Support (Short Term Supported Housing)	Green	(225)	(225)	0
			(3,974)	(3,974)	0

Children's Services					
Reference	Budget Reduction	Rating	Approved Budget Reduction £000	Deliverable £000	Shortfall £000
CHS-BR1-441	Special Educational Needs & Disability (SEND) Education Provision	Green	(114)	(114)	0
CHS-BR1-443	External Placements Cost Avoidance	Red	(500)	0	500
CHS-BR1-445	Early Help Re-modelling	Green	(200)	(200)	0
PPL-BR1-504	Visit Oldham, Training Budget and Oldham Enterprise Trust	Green	(38)	(38)	0
CHS-BR1-532	Income Generation- Educational Psychologists/ QEST	Green	(150)	(150)	0
CHS-BR1-534	Virtual School Team Manager- Pupil Premium Plus	Green	(58)	(58)	0
CHS-BR1-535	Governor Services- Reduce Expenditure	Green	(15)	(15)	0
CHS-BR1-536	Oldham Learning reduced de-delegated funding	Green	(85)	(85)	0
CHS-BR1-537	General (non-staffing) Expenditure	Green	(10)	(10)	0
CHS-BR1-538	Early Years Staffing Reduction	Green	(21)	(21)	0
REF-BR1-527	Oldham Music Service - Fees & Charges	Green	(27)	(27)	0
CHS-BR1-539	Delete post-Designated Missing from Home	Green	(16)	(16)	0
CHS-BR1-540	Reduce FTE of Children with Disabilities (CWD) Team	Green	(26)	(26)	0
CHS-BR1-541	Delete Post- Corporate Parenting Manager	Green	(54)	(54)	0
CHS-BR1-542	Delete 2 Social Workers from the Adoption Service	Green	(83)	(83)	0
CHS-BR1-545	Do not renew MOMO	Green	(10)	(10)	0
CHS-BR1-547	Savings on Targeted Youth Lot 3	Green	(25)	(25)	0
			(1,432)	(932)	500

Public Health					
Reference	Budget Reduction	Rating	Approved Budget Reduction £000	Deliverable £000	Shortfall £000
REF-BR1-521	Smoking in Pregnancy Midwife	Green	(50)	(50)	0
REF-BR1-522	Medicines Management	Green	(10)	(10)	0
REF-BR1-523	NHS Health Checks EMIS Contract	Green	(32)	(32)	0
REF-BR1-524	Sexual Health - Various	Green	(245)	(245)	0
REF-BR1-525	Public Health Staffing	Green	(112)	(112)	0
REF-BR1-526	Get Oldham Growing	Green	(62)	(62)	0
REF-BR1-528	Oldham Theatre Workshop - Fees & Charges	Green	(11)	(11)	0
			(522)	(522)	0

Communities					
Reference	Budget Reduction	Rating	Approved Budget Reduction £000	Deliverable £000	Shortfall £000
REF-BR1-519	Electric Cars	Green	(18)	(18)	0
REF-BR1-520	Reduction of FTE in Community Safety Services	Green	(45)	(45)	0
			(63)	(63)	0

Place and Economic Growth					
Reference	Budget Reduction	Rating	Approved Budget Reduction £000	Deliverable £000	Shortfall £000
PPL-BR1-401	Creating a Better Place - Projects & Assets	Amber/Red	(2,620)	(658)	1,962
PPL-BR1-403	Digital Mail	Green	(100)	(100)	0
PPL-BR1-501	Creating a Better Place - Income Generation	Amber/Red	(100)	(50)	50
PPL-BR1-502	Additional Income Generation from new Flexi Parking Permit	Green	(75)	(75)	0
PPL-BR1-506	Cemetery and Cremations	Green	(118)	(118)	0
PPL-BR1-507	Highways and Highways Unity	Green	(245)	(245)	0
PPL-BR1-508	Increase External Customer Base - Trade Waste	Green	(32)	(32)	0
PPL-BR1-509	Increase Trade Fees and Charges - Trade Waste	Green	(74)	(74)	0
PPL-BR1-510	Public Protection Restructures - Environmental Health & First Response	Green	(37)	(37)	0
PPL-BR1-511	Public Protection Restructures - Building Control	Green	(23)	(23)	0
PPL-BR1-503	Planning Income Fees	Green	(50)	(50)	0
PPL-BR1-504	Visit Oldham, Training Budget and Oldham Enterprise Trust	Green	(18)	(18)	0
PPL-BR1-505	Corporate Landlord and Facilities Management	Green	(120)	(120)	0
			(3,612)	(1,600)	2,012

Corporate Services					
Reference	Budget Reduction	Rating	Approved Budget Reduction £000	Deliverable £000	Shortfall £000
PPL-BR1-439	Internal Efficiency Initiatives (Unity Partnership)	Red	(363)	0	363
CEX-BR1-513	Review of Executive Support Service	Green	(45)	(45)	0
CEX-BR1-514	Chief Executive Management	Green	(186)	(186)	0
CEX-BR1-515	Elections	Green	(15)	(15)	0
CEX-BR1-516	Finance Service	Green	(180)	(180)	0
CEX-BR1-516	Finance Service	Green	(199)	(199)	0
PPL-BR1-512	Information and Communications Technology (ICT)	Red	(20)	0	20
REF-BR1-529	Human Resources & Organisational Development	Amber/Red	(250)	(227)	23
REF-BR1-530	Transformation & Reform - Vacant Posts Deletion	Green	(124)	(124)	0
			(1,382)	(976)	406

Capital, Treasury and Technical Accounting					
Reference	Budget Reduction	Rating	Approved Budget Reduction £000	Deliverable £000	Shortfall £000
CEX-BR1-518	Treasury Management	Green	(750)	(750)	0
			(750)	(750)	0

CAPITAL INVESTMENT PROGRAMME REPORT 2022/23

Month 9 – December 2022

1 Background

- 1.1 The original capital programme for 2022/23 reflected the priorities outlined in the capital strategy as approved at Cabinet on 14 February 2022 and confirmed at the Council meeting on 2 March 2022.
- 1.2 The position as at 31 December 2022 (updated for more recent information where possible) is highlighted in this report. It is anticipated that this report will, as far as possible, reflect the outturn position.
- 1.3 Although this report is presented close to the year-end, the programme will continue to be monitored and revised to take account of any new developments and changes in the profile of planned expenditure.

2 Current Position

- 2.1 The approved capital programme summary position for the five financial years 2022/23 to 2026/27, approved by Council on 2 March 2022 is summarised in Table 1 and shows capital programme expenditure of £100.248m in 2022/23.

Table 1 : Original Budget - Capital Programme 2022/23 to 2026/27

2022/23 £000	2023/24 £000	2024/25 £000	2025/26 £000	2026/27 £000	TOTAL £000
100,248	86,993	64,253	48,810	47,083	347,387

- 2.2 Table 2 shows the revised capital programme for 2022/23 as at 31 December 2022 updated where possible for the most up to date position. It therefore shows an overall expenditure level of £50.361m, following a number of changes explained in the following paragraphs.
- 2.3 The up to date, actual expenditure position is £44.073m (87.51% of forecast outturn). This spending profile is lower than in previous years. The position will be kept under review and budgets will be managed in accordance with forecasts.

Table 2 – 2022/23 Capital Programme

Directorate	Revised Budget (M08) £000	Approved Virements (M09) £000	Proposed Virement/ Rephase £000	Revised Budget (M09) £000	Forecast £000	Variance £000
Community Health and Adult Social Care	2,366	16	-	2,382	2,382	-
Children's Services	6,712	-	(811)	5,901	5,901	-
Communities	196	-	(142)	54	54	-
Place and Economic Growth	43,639	30	(6,327)	37,342	37,342	-
Housing Revenue Account (HRA)	-	-	-	-	-	-
Corporate/ Information Technology (IT)	3,701	-	(1,519)	2,182	2,182	-
Capital, Treasury & Technical Accounting	2,500	-	-	2,500	2,500	-
Funding for Emerging Priorities	-	-	-	-	-	-
Overall Total	59,113	46	(8,799)	50,361	50,361	-

(subject to rounding – tolerance +/- £1k)

- 2.4 The approved virement of £0.046m (a decrease to the 2022/23 budget) represents the agreed changes since the month 8 position as shown in Table 3 below and the proposed budget changes for the period, totalling £8.799m are presented at Appendix I

Table 3 – Approved Virements Month 9

£000's	Project
16	Disabled Facilities Grant – Private Contributions
30	Manchester Street Viaduct refurbishment
46	Total approved movements

(subject to rounding – tolerance +/- £1k)

Re-profiling of the Capital Programme

- 2.8 The Council meeting of 2 March 2022 approved the 2022/23 to 2026/27 Capital Strategy and Programme, since which time the capital programme has been extended for a further financial year to 2027/28. Taking into account the above amendments and the recently approved 2023/24 to 2027/28 Capital Strategy and Programme, the updated position is shown in Table 4 together with the projected financing profile.

Table 4 – 2022/2028 Capital Programme

Directorate Budget	Revised Budget 2022/23 £000	2023/24 £000	2024/25 £000	2025/26 £000	2026/27 £000	2027/28 £000	Total £000
Community Health and Adult Social Care	2,382	3,023	2,643	846	400	-	9,294
Children's Services	5,901	11,058	4,850	2,913	1,500	1,500	27,722
Communities	54	542	100				696
Place and Economic Growth	37,342	91,146	80,263	26,088	36,507	3,054	274,400
Housing Revenue Account	0	1,000	500	95	0	0	1,595
Corporate/ Information Technology	2,182	6,792	4,455	2,840	2,150	0	18,419
Capital, Treasury & Technical Accounting	2,500	4,238	2,738	234	10,120	0	19,831
Funding for Emerging Priorities	0	1,492	12,486	13,836	4,885	0	32,699
Overall Total	50,361	119,292	108,035	46,852	55,562	4,554	384,656

(subject to rounding – tolerance +/- £1k)

Funding	2022/23 £000	2023/24 £000	2024/25 £000	2025/26 £000	2026/27 £000	2027/28 £000	Total £000
Grants and Other Contributions	(33,361)	(44,607)	(42,457)	(6,483)	(5,554)	(3,054)	(135,516)
Prudential Borrowing	(13,210)	(63,663)	(62,213)	(39,218)	(49,038)	(1,500)	(228,842)
Revenue Contribution	(90)	(1,000)	(500)	(95)	-	-	(1,685)
Capital Receipts	(3,700)	(10,022)	(2,865)	(1,056)	(970)	-	(18,613)
Overall Total	(50,361)	(119,292)	(108,035)	(46,852)	(55,562)	(4,554)	(384,656)

(subject to rounding – tolerance +/- £1k)

- 2.9 The revised Funding for Emerging Priorities allocation for 2022/23 to 2027/28, shows the resources available to support new projects from Council resources over the life of the capital programme.

Capital Receipts

- 2.10 The revised capital programme requires the availability of £3,700m of capital receipts in 2022/23 for financing purposes. The total net usable capital receipts currently received in year is £2.802m. This ensures that there is no shortfall in the support for the revenue budget as the first £2.500m of capital receipts have been earmarked to be used to provide funding under the flexible use of capital receipts initiative.

- 2.11 The current capital receipts position is as follows:

Table 6 – Capital Receipts 2022/23

	£000	£000
Capital Receipts Financing Requirement		3,700
Usable Capital Receipt b/fwd.	-	
Actual received to date	(2,802)	
Further Required in 2022/23		898

- 2.12 Given the significant amounts of receipts needed to finance the capital programme in this and future years it is imperative that the capital receipts/disposal schedule is adhered to. This is monitored at the monthly Capital Receipts meeting and will be subject to on-going review for the remainder of the year and beyond. It is of course recognised that the lasting effects of the pandemic has had an impact of business/economic activities making capital disposals more challenging.
- 2.13 The Capital Strategy and Capital Programme 2022/23 to 2026/27 now updated to take account of the Capital Strategy and Capital Programme 2023/24 to 2027/28 includes the level of receipts that is anticipated in each of the respective years and therefore an estimate as to the resultant level of over or under programming in order to present a balanced programme. The revised and updated position is illustrated in the table below:

Table 7 – Capital Receipts 2022/28

Capital Receipts	2022/23 £000	2023/24 £000	2024/25 £000	2025/26 £000	2026/27 £000	2027/28 £000
Capital Receipts Carried Forward	-	(1,548)	1,517	(1,118)	(4,562)	(6,842)
Estimated Capital Receipts	(2,446)	(6,957)	(5,500)	(4,500)	(3,250)	(1,250)
Received in year	(2,802)					
Total Receipts	(5,248)	(8,505)	(3,983)	(5,618)	(7,812)	(8,092)
Capital Receipts Financing Requirement	3,700	10,022	2,865	1,056	970	-
Over/(Under) programming	(1,548)	1,517	(1,118)	(4,562)	(6,842)	(8,092)

(subject to rounding – tolerance +/- £1k)

- 2.14 There is a projected surplus in the capital receipts required to finance the capital programme in the current year 2022/23, however this is offset with a forecast shortfall for 2023/24. Future years re-profiling of the Capital Programme may reduce the receipts requirement, there is however potential to create an increase in the borrowing requirement if unaddressed. The remainder of the Capital Programme is currently projecting a surplus position, but this will depend on the movement of expenditure over the life of the programme. Officers will therefore look to accelerate the disposal of some assets to minimise the potential shortfall during 2023/24. This position will be kept under review given the opportunity for the projections to change up to 2027/28 and a prudent approach has been taken with regard to the use of capital receipts in the latter years of the capital programme.

3 Conclusion

- 3.1 The capital programme has seen considerable reprofiling in year. Whilst the current estimated forecast outturn position is £50.361m, it is possible that as the year draws to an end, further re-profiling may still be required. This will be addressed as part of the year end process.

4 **Appendices**

- 4.1 Appendix A - SUMMARY – Month 9 - Community Health and Adult Social Care
- Appendix B - SUMMARY – Month 9 - Children’s Service
- Appendix C - SUMMARY – Month 9 - Communities
- Appendix D - SUMMARY – Month 9 - Place and Economic Growth
- Appendix E - SUMMARY – Month 9 - Housing Revenue Account (HRA)
- Appendix F - SUMMARY – Month 9 - Corporate/Information Technology
- Appendix G - SUMMARY – Month 9 - Capital Treasury and Technical Accounting
- Appendix H - SUMMARY – Month 9 - Funding for Emerging Priorities
- Appendix I - SUMMARY – Month 9 - Proposed Changes

SUMMARY – Month 9 (December 2022) - Community Health and Adult Social Care

APPENDIX A

Service area	Revised Budget (M08) £000	Approved Changes /Virements (to M09) £000	Proposed Virement (M09) £000	Revised Budget (M09) £000	Forecast £000	Year End Variance £000
Adult Services	2,366	16	-	2,382	2,382	-
Community Health and Adult Social Care Total	2,366	16	-	2,382	2,382	-

(subject to rounding – tolerance +/- £1k)

Major Variances Commentary

No additional variances to report

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SUMMARY – Month 9 (December 2022) – Children’s Service

APPENDIX B

Service area	Revised Budget (M08) £000	Approved Changes /Virements (to M09) £000	Proposed Virement (M09) £000	Revised Budget (M09) £000	Forecast £000	Year End Variance £000
Childrens, Young People and Families (CYPF)	174	-	-	174	174	-
Schools - General Provision	429	-	(421)	8	8	-
Schools - Primary	2,016	-	(267)	1,749	1,749	-
Schools - Secondary	4,090	-	(123)	3,967	3,967	-
Schools - Special	3	-	-	3	3	-
Schools New Build	-	-	-	-	-	-
Children’s Service Total	6,712	-	(811)	5,901	5,901	-

(subject to rounding – tolerance +/- £1k)

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2022) – Communities

APPENDIX C

Service area	Revised Budget (M08) £000	Approved Changes /Virements (to M09) £000	Proposed Virement (M09) £000	Revised Budget (M09) £000	Forecast £000	Year End Variance £000
Local Investment Fund	196	-	(142)	54	54	-
Communities Total	196	-	(142)	54	54	-

(subject to rounding – tolerance +/- £1k)

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2022) – Place and Economic Growth

APPENDIX D

Service area	Revised Budget (M08) £000	Approved Changes /Virements (to M09) £000	Proposed Virement (M09) £000	Revised Budget (M09) £000	Forecast £000	Year End Variance £000
Asset Mgt - Asset Management	2,813	-	(915)	1,898	1,898	-
Asset Mgt - Education Premises	1,400	-	(856)	544	544	-
Boroughwide Developments	8,064	-	(903)	7,161	7,161	-
Development	12	-	-	12	12	-
Boroughwide Projects	80	-	(75)	5	5	-
Cemeteries and Crematorium	9	-	(9)	-	-	-
Countryside	155	-	(25)	130	130	-
Parks	142	-	47	189	189	-
Playing Fields & Facilities	2	-	-	2	2	-
Parks & Playing Fields	13	-	(13)	-	-	-
Private Housing - HMRF	129	-	(50)	79	79	-
Private Housing - Non-HMRF	63	-	-	63	63	-
Strategic Acquisitions	75	-	(75)	-	-	-
Public Realm	250	-	(250)	250	250	-
Town Centre Developments	14,108	-	(1,508)	12,600	12,600	-
Accident Reduction	1,746	-	(275)	1,471	1,471	-
Bridges & Structures	3,443	30	(355)	3,118	3,118	-
Fleet Management	1,443	-	-	1,443	1,443	-
Highway Major Works/Drainage schemes	4,357	-	(97)	4,260	4,260	-
Minor Works	1,021	-	(466)	555	555	-
Miscellaneous	4,317	-	(506)	3,811	3,811	-
Street Lighting	-	-	-	-	-	-
Place and Economic Growth Total	43,639	30	(6,327)	37,342	37,342	-

(subject to rounding – tolerance +/- £1k)

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2022) - Housing Revenue Account (HRA)**APPENDIX E**

Service area	Revised Budget (M08) £000	Approved Changes /Virements (to M09) £000	Proposed Virement (M09) £000	Revised Budget (M09) £000	Forecast £000	Year End Variance £000
Housing Revenue Account	-	-	-	-	-	-
HRA Total	-	-	-	-	-	-

(subject to rounding – tolerance +/- £1k)

Major Variances Commentary

No additional variances to report

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SUMMARY – Month 9 (December 2022) – Corporate/Information Technology (IT)**APPENDIX F**

Service area	Revised Budget (M08) £000	Approved Changes /Virements (to M09) £000	Proposed Virement (M09) £000	Revised Budget (M09) £000	Forecast £000	Year End Variance £000
Information Technology	3,701	-	(1,519)	2,182	2,182	-
Information Technology Total	3,701	-	(1,519)	2,182	2,182	-

(subject to rounding – tolerance +/- £1k)

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2022) – Capital Treasury and Technical Accounting**APPENDIX G**

Service area	Revised Budget (M06) £000	Approved Changes /Virements (to M08) £000	Proposed Virement (M08) £000	Revised Budget (M08) £000	Forecast £000	Year End Variance £000
Cross Cutting /Corporate	2,500	-	-	2,500	2,500	-
Capital Treasury and Technical Accounting Total	2,500	-	-	2,500	2,500	-

(subject to rounding – tolerance +/- £1k)

Major Variances Commentary

No additional variances to report

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SUMMARY – Month 9 (December 2022) - Funding for Emerging Priorities**APPENDIX H**

Service area	Revised Budget (M06) £000	Approved Changes /Virements (to M08) £000	Proposed Virement (M08) £000	Revised Budget (M08) £000	Forecast £000	Year End Variance £000
Funding for Emerging Priorities	-	-	-	-	-	-
Funding for Emerging Priorities Total	-	-	-	-	-	-

(subject to rounding – tolerance +/- £1k)

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2022) Proposed Changes

APPENDIX I

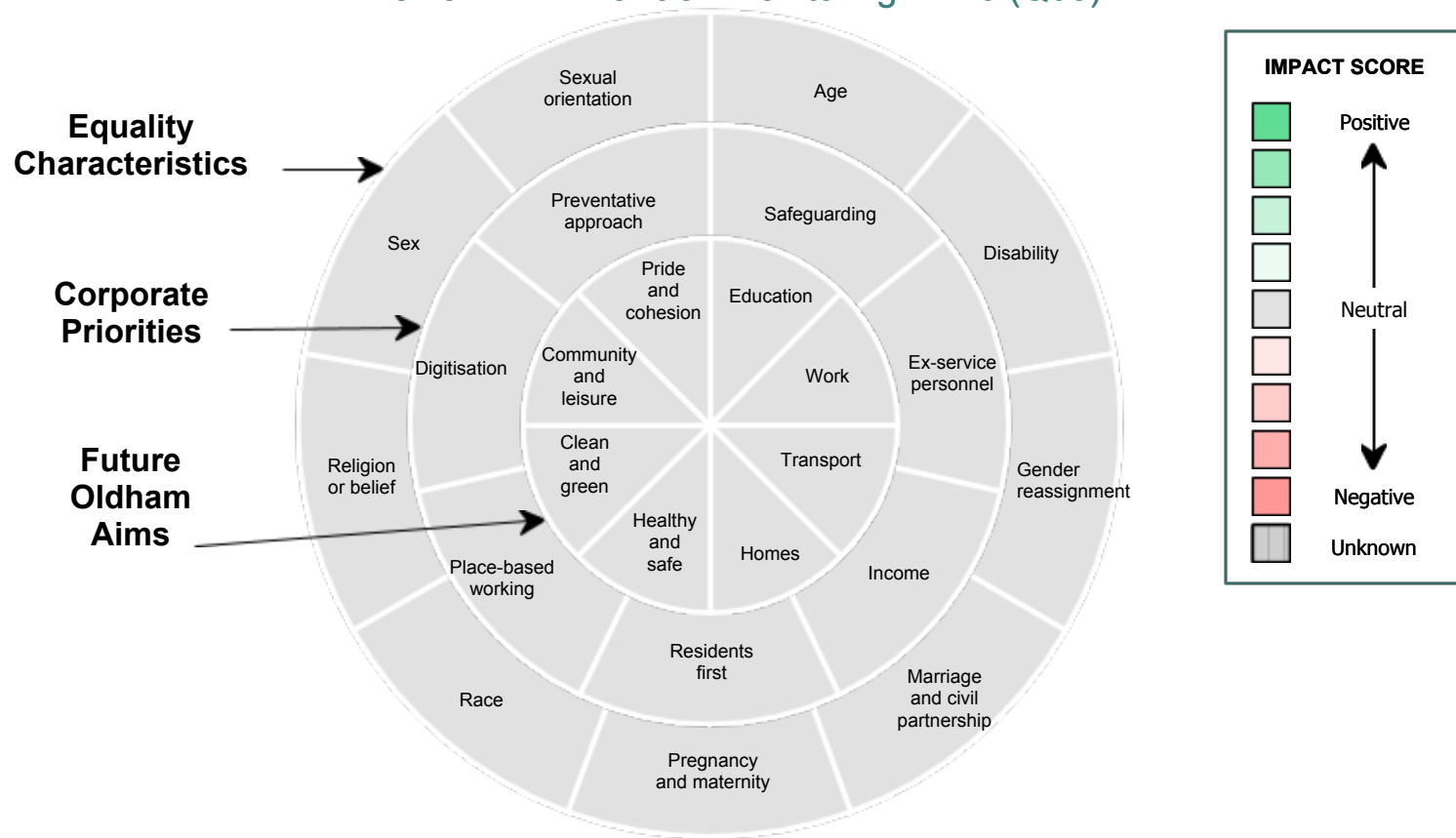
EXPENDITURE BUDGETS TO BE REPROFILED AS AT 31 DECEMBER 2022	2022/23	2023/24	2024/25	2025/26	Comments
Directorate / Scheme	£000	£000	£000	£000	
Children's Services					
The Oldham Academy North - Additional 2FE	(10)	-	-	-	Prior year creditor correction
Various scheme adjustments	(801)	801	-	-	Rephase to future years
Children's Services TOTAL	(811)	801	-	-	
Place and Economic Growth					
Eastern Gateway Improvements (Prince's Gate)	(121)	121	-	-	Rephase to future years
Transport Investment	(17)	17	-	-	Rephase to future years
Growth Deal 3 - Programme Management Support	(3)	3	-	-	Rephase to future years
Chadderton Pedestrian & Cycle Access Improvements	(107)	107	-	-	Rephase to future years
Park Road NCN 626 to Town Centre	(80)	80	-	-	Rephase to future years
Park Bridge NCN 626 to Ashton	(60)	60	-	-	Rephase to future years
Sandy Lane, Royton - Traffic calming	(94)	-	-	-	Remove Grant – project completed
Golburn Clough, Greenfield	(297)	430	-	-	Realign & Rephase to future years and additional grant
Waterloo & Wellington Bridges	(295)	295	-	-	Rephase to future years
Wellington Street	(34)	34	-	-	Rephase to future years
Oldham Town Centre - Lees - Grotton Linear Park	(75)	147	-	-	Realign & Rephase to future years
Coal Pit Lane	(72)	-	-	-	Realign within service
Spindles	(916)	916	-	-	Rephase to future years
Northern Roots	(725)	725	-	-	Rephase to future years
Oasis Leesbrook Signalised Junction	(61)	-	-	-	Remove Grant – project completed
Salmon Fields Highway improvement	(25)	25	-	-	Rephase to future years
Bee Network Crossings	(269)	269	-	-	Rephase to future years
Church Road, Shaw – Highway Improvements	(90)	90	-	-	Rephase to future years
Levelling Up Parks	67	-	-	-	New Grant
Various scheme adjustments	(3,057)	3,057	-	-	Rephase to future years

Place and Economic Growth TOTAL	(6,327)	6,373	-	-	
Corporate / Information Technology					
Financial Systems Development	(15)	-	(50)	-	Rephase and Realign budget
Technology Roadmap Digital and Technology Foundations	(420)	230	100	90	Rephase to future years
Application Portfolio Management Line of Business Systems	(266)	186	30	50	Rephase to future years
Digital Workforce Workforce Collaboration and Productivity	(100)	(300)	350	50	Rephase to future years
Digital Services Customer Experience	(200)	200	-	-	Rephase to future years
Digital Communities Business Insight Performance, Strategy & Policy Foundations	82	(82)	-	-	Acceleration from future years
IT General Provision			65	-	Realign budget
Various scheme adjustments	(600)	600	-	-	Rephase to future years
Corporate / Information Technology TOTAL	(1,519)	834	495	190	
Communities					
Local Investment Fund	(142)	142	-	-	Rephase to future years
Communities TOTAL	(142)	142	-	-	
TOTAL	(8,799)	8,149	495	190	

FINANCING BUDGETS TO BE REPROFILED AS AT 31 DECEMBER 2022	2022/23	2023/24	2024/25	2025/26
Fund Source	£000	£000	£000	£000
Grants and Contributions	3,990	(4,055)	-	-
Prudential Borrowing	2,354	(1,639)	(495)	(190)
Capital Receipts	2,455	(2,455)	-	-
TOTAL	8,799	(8,149)	(495)	(190)

(subject to rounding – tolerance +/- £1k)

Annex 3- EIA: Financial Monitoring 22/23 (Q03)



Annex 3- EIA: Financial Monitoring 22/23 (Q03)				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age	Neutral	Possible	Short Term	The report considers the financial position of the Council at December 2022 and as such, in isolation has no direct impact on Equality
Disability	Neutral	Possible	Short Term	
Gender reassignment	Neutral	Possible	Short Term	
Marriage and civil partnership	Neutral	Possible	Short Term	
Pregnancy and maternity	Neutral	Possible	Short Term	
Race	Neutral	Possible	Short Term	
Religion or belief	Neutral	Possible	Short Term	
Sex	Neutral	Possible	Short Term	
Sexual orientation	Neutral	Possible	Short Term	
Corporate Priorities				
Safeguarding	Neutral	Possible	Short Term	The report considers the financial position of the Council at December 2022 and as such, in isolation has no direct impact on Equality
Ex-service personnel	Neutral	Possible	Short Term	
Income	Neutral	Possible	Short Term	
Residents first	Neutral	Possible	Short Term	
Place-based working	Neutral	Possible	Short Term	
Digitisation	Neutral	Possible	Short Term	
Preventative approach	Neutral	Possible	Short Term	
Future Oldham Aims				
Education	Neutral	Possible	Short Term	The report considers the financial position of the Council at December 2022 and as such, in isolation has no direct impact on Equality
Work	Neutral	Possible	Short Term	
Transport	Neutral	Possible	Short Term	
Homes	Neutral	Possible	Short Term	
Healthy and safe	Neutral	Possible	Short Term	
Clean and green	Neutral	Possible	Short Term	
Community and leisure	Neutral	Possible	Short Term	
Pride and cohesion	Neutral	Possible	Short Term	



Report to Cabinet

Local Taxation and Benefits Discretionary Policies 2023/24

Portfolio Holder: Councillor Abdul Jabbar MBE, Deputy Leader and Cabinet Member for Finance and Low Carbon

Officer Contact: Anne Ryans, Director of Finance

Report Author: Adam Parsey, Exchequer Client Manager
(Revenues)
Ext 1656

20 March 2023

Reason for Decision

The purpose of the report is to seek approval for a number of amended Local Taxation and Benefits Discretionary Policies, and the introduction of an Empty Property Premium Policy for 2023/34.

Executive Summary

This report provides the full detail of proposed updates to the discretionary policies used to support Local Taxation and Benefits administration i.e., Council Tax, Business Rates, Housing Benefits and Council Tax Reduction administration. The policies and proposed changes are:

- **The Discretionary Council Tax Discount Policy**
 - To introduce the option to award a discretionary discount under the Exceptional Hardship Payment (EHP) scheme to Council Tax arrears accrued outside of the current financial year. The EHP scheme is the means in which the Council consider requests for discretionary discounts from residents in Exceptional financial hardship under Section 13A (1)(c) of the Local Government Finance Act.

-
- The Discretionary Council Tax Discounts Policy provides guidance in regard to requests for the removal of empty property premiums. The proposed update would remove this guidance so that a new expanded policy can be introduced solely for this purpose as outlined in the Empty Property Premium Policy.
 - The proposed Discretionary Discount Policy is presented at Appendix 1.
- **The Discretionary Rate Relief Policy**
 - Central Government have introduced additional discounts and reliefs for the 2023/24 financial year. They have been incorporated into the proposed Discretionary Rate Relief Policy 2023/24 which is presented at Appendix 2.
- **The Empty Property Premium Policy**
 - For 2023/24 there is the introduction of a policy covering the application of the Empty property Premium in relation to Council Tax.
 - The Council currently applies a 100% empty property premium for property unoccupied and unfurnished for over 2 years. From April 2023, further premiums will be applied for properties unoccupied and unfurnished for over 5 years. This will mean empty property premiums will be applied as set out below.
 - 100% premium on properties unoccupied and unfurnished for at least 2 years
 - 200% premium on properties unoccupied and unfurnished for at least 5 years
 - 300% premium on properties unoccupied and unfurnished for at least 10 years
 - To help provide guidance to affected property owners and to Council Officers administering the premium it is proposed that a specific policy detailing the circumstances in which the Council would consider the removal of the premium is appropriate. This is included at Appendix 5 of the report.
- **Local Welfare Provision and Discretionary Housing Payments**
 - The Local Welfare Provision (LWP) and Discretionary Housing Payments (DHP) policies have also been subject to an annual review. No proposals for changing the policies have been identified for 2023/24.

Recommendation

It is recommended that;

- 1) Approval is given to the proposed amendments to the existing Local Taxation and Benefits Discretionary Policies for 2023/24 together with and the introduction of the Empty Property Premium Policy for the 2023/24 financial year.
- 2) The Discretionary Policies presented as appendices 1-5 are adopted for 2023/24.

Local Taxation and Benefits Discretionary Policies

1 Background

- 1.1 This report reviews four discretionary Local Taxation and Benefits policies and proposes amendments to the policies where appropriate. It also proposes the introduction of a new policy, the Empty Property Premium Policy. Each policy will be set out in turn throughout the report.

Policy 1 - Discretionary Council Tax Discounts Policy

- 1.2 Local Authorities can reduce the amount of Council Tax payable by granting locally defined discounts under provisions contained in Section 13A of the Local Government Finance Act 1992.
- 1.3 The Local Government Act 2012 inserted a new section 13A in the Local Government Finance Act 1992, and this created two discounts.
- Section 13A (1)(a) and (b) requires the Council to operate a Local Council Tax Reduction Scheme. The implications under 13A (1)(a) and (b) are considered and agreed on an annual basis when deciding the Local Council Tax Reduction scheme.
 - Section 13A (1)(c) allows for a discretionary reduction which can be used in relation to any individual on a case-by-case basis or by determining a class of case for which the charge should be reduced. The intention behind this legislation is to allow billing authorities the discretion to create local discounts or exemptions to cater for local circumstances, for example flooding. The discount must be funded from the Council's own Revenue Budget (General Fund) and can amount to anything up to 100% of the Council Tax charged.
- 1.4 The Council currently makes use of Section 13A (1)(c) of the Local Government Finance Act 1992 to provide for a discount of up to 100% for care leavers under the Council Tax Discount for Care Leavers policy. This was approved by Cabinet on 24 April 2017 (discount up to the age of 21) and the discount was extended up to the age of 25 in a report approved by Cabinet on 25 March 2019.
- 1.5 Section 13A (1)(c) can also be used to support residents on a case-by-case basis, typically when they are experiencing exceptional financial hardship and Cabinet approved the introduction of an Exceptional Hardship Payments (EHP) scheme from 2019/20 to support residents to pay their Council Tax when experiencing financial crisis.
- 1.6 The Discretionary Council Tax policy also currently provides guidance for officers when considering requests for removal of the Empty Property Premium. Up to 31 March 2023, the Empty Property Premium applied in Oldham is a 100% premium applied to properties unoccupied and unfurnished for over 2 years) and requires long term empty property owners to pay 200% Council Tax. A new policy is to be introduced with effect from 1 April (see 2.12) which in light of the introduction of new

Council Tax empty property premium levels, sets out the circumstances under which the Council would consider the removal of the premium is appropriate.

Policy 2 - Discretionary Rate Relief Policy

- 1.7 The Local Government Finance Act 1988 (LGFA 1988) and the Localism Act 2011 require the Council to maintain a Discretionary Rate Relief Scheme to award Business Rates Relief (also known as Non-Domestic Rates Relief) of up to 100% to certain organisations who operate within specified criteria. These criteria cover:
- Charitable bodies already in receipt of Mandatory Rate Relief of 80% – the Council has further discretion to ‘top up’ this relief to 100% of the rates due.
 - Registered community amateur sports clubs (CASCs) already in receipt of Mandatory Relief of 80% – the Council has further discretion to ‘top up’ this relief to 100% of the rates due.
 - Non-profit making organisations – the Council has discretion to grant Discretionary Rate Relief of between 0% -100% of the Business Rates due.
- 1.8 The Government has, in recent years, introduced several temporary Business Rate Relief schemes. Any awards made under these schemes are awarded under Section 47 of the LGFA 1988 i.e., under the provision enabling Councils to make discretionary payments. However, the Council is fully reimbursed by Central Government by way of grants awarded under Section 31 of the Local government Finance Act 2003. These include:
- Full business rate relief for the following rural businesses serving populations of under 3,000:
 - The only village shop or post office with a rateable value of up to £8,500
 - The only public house or petrol station with a rateable value of up to £12,500
 - The Retail, Hospitality and Leisure Business Rates Relief scheme which provides eligible, occupied, retail, hospitality and leisure properties with a 50% relief, up to a cash cap limit of £110,000 per business.
 - Newspaper relief which applies a £1,500 Business Rates discount for office space occupied by local newspapers, up to a maximum of one discount per local newspaper title and per property, and up to state aid limits. This relief is applied for the financial years 2017/18 to 2024/25.
 - Heat Network Relief which applies to separately rated hereditaments that are wholly or mainly used for the purposes of a heat network and who expect over the next 12 months the heat to be generated from a low carbon source
- 1.9 The Council also has the power to reduce or remit the Business Rates charged in certain circumstances where the business is enduring temporary financial difficulties. This is known as Hardship Relief (HR) and may be awarded where the Council is satisfied that:
- The ratepayer would sustain financial hardship if the Council did not do so;

and,

- It is reasonable for the Council to grant relief with regard to the interests of its Council Tax payers.

1.10 The Council also receives requests from ratepayers asking that the rateable value of premises subject to Business Rates is split between the occupied and unoccupied portions. This means that the Council would only apply and charge Business Rates on the occupied portion of the property. The Council has discretion to accept or refuse a request that the rateable value is split between the occupied and unoccupied portions under Section 44a of the Local Government Finance Act 1988. If the request is accepted, then the Valuation Office Agency is asked to supply a certificate indicating the relevant values for the occupied and unoccupied portions and this certificate is binding upon the Council.

Policy 3 - Local Welfare Provision Policy

1.11 The Welfare Reform Act 2012 ended the provision of Community Care Grants and Crisis Loans for living expenses under the Discretionary Social Fund administered by the Department for Work and Pensions (DWP).

1.12 There was no statutory duty requiring Local Authorities to deliver a scheme, but Oldham Council considered it to be in the best interests of the residents of the Borough to do so.

1.13 Oldham's Local Welfare Provision (LWP) scheme has been operating since 1 April 2013, providing vulnerable residents, who meet the criteria of the policy, with furniture, beds, white goods and more in order to establish or maintain a home in the community.

1.14 Oldham's residents access the LWP scheme by making a claim online or over the phone. In most circumstances a decision is made within 24 hours. The assessor will then notify the applicant of the outcome and order any items awarded from the relevant suppliers.

1.15 All applicants are signposted to other external agencies or internal avenues of support such as the Department for Work and Pensions (DWP) or Welfare Rights Service as appropriate. This approach supports residents to address the longer-term issues which might have contributed to their crisis situation in the first place, helping to ensure that they have the tools they need (e.g., such as budgeting skills) to be able to manage an unexpected crisis in the future.

Policy 4 - Discretionary Housing Payment Policy

1.16 The Discretionary Housing Payments (DHP) Scheme gives local authorities power to make Discretionary Housing Payments (DHPs) to top up Housing Benefit or the Housing Element of Universal Credit to residents who are most in need.

1.17 Central Government provides funding for the scheme. The Department for Work and Pensions (DWP) allocation for DHPs for 2023/34 is £428,970.

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- 1.18 The Council can add additional resources of its own to support the DHP budget up to a ceiling of 2.5 times the DWP allocation, should it wish to do so. For Oldham this would mean a maximum contribution of £1,072,425. There is no budgetary provision in 2023/24 for any additional contribution.
- 1.19 Awards of Discretionary Housing Payments are focused on enabling people to secure, retain and pay for appropriate and sustainable accommodation to support them through temporary difficulties (i.e. where Housing Benefit or the Housing Element of Universal Credit doesn't cover all the rent payable) This is in order to reduce the risk of homelessness and support the stability of families and communities.
- 1.20 All applicants are signposted to other external agencies or internal avenues of support such as the Department for Work and Pensions (DWP) or Welfare Rights Service as appropriate. This approach supports residents to address the longer-term issues which might have contributed to their crisis situation in the first place, helping to ensure that they have the tools they need (e.g., such as budgeting skills) to be able to manage an unexpected crisis in the future.

2 **Current Position**

Policy 1 - Discretionary Council Tax Discounts Policy

- 2.1 The Council currently provides a 100% Council Tax Discount for Care Leavers aged up to the age of 25.
- 2.2 The Council operates an Exceptional Hardship Payments (EHP) scheme to support residents who are experiencing exceptional financial hardship in paying their Council Tax.
- 2.3 The document (attached as Appendix 1) includes a proposed amendment to the 2023/24 Discretionary Council Tax Discounts Policy. This is:
- Removal of the Empty premium/discount guidance so that it can be expanded upon in the proposed Empty Property Premium policy (see 2.12).
 - Removal of the restriction for EHP to only be considered for the current financial year.

Policy 2 - Discretionary Rate Relief Policy

- 2.4 The Council's existing Discretionary Rate Relief Policy outlines the areas of local discretion and the Council's approach to the various discretionary awards. This approach considers the impact:
- of granting Discretionary Rate Relief on the Council's wider financial position and Council Tax payers.
 - on the organisations and businesses that currently receive or may apply for relief in the future.
 - for Oldham residents if relief is awarded and the regeneration benefits for the borough.

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- 2.5 When deciding whether to award any Discretionary Rate Relief, the principal consideration is that in making the award there should be a resultant positive impact for residents and Council Tax payers of Oldham. This consideration also includes long term benefits to both the community and the Council Tax payer, such as increasing employment or improving amenities available to the local community.
- 2.6 The policy document (attached as Appendix 2) sets out proposed amendments to the 2023/24 Discretionary Rate Relief policy. These include the removal of temporary Business Rates discounts that ended on 31st March 2023 and the inclusion of temporary schemes for 2023/24.
- 2.7 The Government confirmed a number of additional Business Rates discounts and reliefs for the 2023/24 financial year that would be funded by a grant awarded under powers of Section 31 of the Local Government Act 2003. Local Authorities are expected to ensure these changes are applied for the start of the 2023/24 billing period. These are:
- Full business rate relief for the following rural businesses serving populations of under 3,000:
 - The only village shop or post office with a rateable value of up to £8,500
 - The only public house or petrol station with a rateable value of up to £12,500
 - Retail, Hospitality and Leisure Relief. The Government has announced the scheme will continue into the 2023/24 financial year and has increased the relief that is available to eligible businesses from 50% to 75%. The cash cap limit per business of £110,000 remains.
 - Supporting Small Business Relief Scheme for ratepayers who are losing some or all of their small business rate relief as a result of a large rateable value increases following the 2023 revaluation. The scheme is available for the 2023/24 and 2024/25 financial years.
 - Newspaper relief. A £1,500 Business Rates discount for office space occupied by local newspapers, up to a maximum of one discount per local newspaper title and per property, and up to state aid limits. This relief is applied for the financial years 2017/18 to 2024/25
 - Heat Network Relief. This relief is targeted at Non-Domestic properties being used wholly or mainly as a heat network which have their own rating assessment. The relief will be for those networks generating from a low carbon source. The Government intends to make this relief mandatory, but the necessary legislation will not be in place before 1 April 2023. Local Authorities are expected to award the relief under discretionary powers using Section 47 of the LGFA 1988.

Policy 3 - Local Welfare Provision Policy

- 2.8 The current Local Welfare Provision (LWP) scheme has been in operation since 2013. This scheme is designed to meet short term emergency and immediate support needs of vulnerable residents and to assist them to establish or maintain a home in the community. Each application is treated strictly on its merits and all applicants are treated equally and fairly. The policy is subject to regular reviews to ensure it is fit for purpose.

2.9 There are no proposed amendments to the policy for 2023/24 (Appendix 3).

Policy 4 - Discretionary Housing Payment Policy

2.10 The current policy specifies how the Council operates the Discretionary Housing Payment scheme and details some of the factors that are considered when determining whether a Discretionary Housing Payment can be made. Each case is treated strictly on its merits and all applicants are treated equally and fairly.

2.11 There are no proposed amendments to the policy for 2023/24 (See Appendix 4).

Policy 5 – Empty Property Premium Policy (new policy)

2.12 The Council currently applies a 100% empty property premium for property unoccupied and unfurnished for over 2 years. From April 2023, further premiums will be applied for properties unoccupied and unfurnished for over 5 years. This will mean empty property premiums will be applied as set out below.

- 100% premium on properties unoccupied and unfurnished for at least 2 years
- 200% premium on properties unoccupied and unfurnished for at least 5 years
- 300% premium on properties unoccupied and unfurnished for at least 10 years

2.13 To help provide guidance to affected property owners and to Council Officers administering the premium, it is proposed that a specific policy detailing the circumstances in which the Council would consider the removal of the premium is appropriate. This policy is presented at Appendix 5.

3 **Options/Alternatives**

3.1 The following options are available:

3.2 **Option 1 - Do nothing**

Policy 1 - Discretionary Council Tax Discount Policy

The Council would continue to award a 100% Council Tax Discount for care leavers up to the age of 25 and consider requests from residents for Exceptional Hardship Payments.

Council Officers would have limited guidance in place for considering requests from long term empty property owners to remove the 100% Council Tax empty premium and could only consider Discretionary Council Tax reductions through the Exceptional Hardship payment scheme for the current financial year.

Policy 2- Discretionary Rate Relief Policy

The Council would still administer the temporary Business Rates discount and relief schemes introduced by Central Government. However, the Discretionary Rate Relief Policy would not provide guidance to ratepayers about the operation of the scheme.

Policy – 3 Local Welfare Provision Policy

No amendments are proposed to the Local Welfare Provision Policy in 2023/24 so this option would have no effect.

Policy 4 - Discretionary Housing Payment Policy

No amendments are proposed to the Discretionary Housing Payments Policy in 2023/24 so this option would have no effect.

Policy 5 - Empty Property Relief Policy

Council Officers would continue to use the limited guidance outlined in the Discretionary Council Tax discount policy.

3.3 Option 2 – Approve the Local Taxation and Benefits Discretionary Policies

Policy 1- Discretionary Council Tax Discount policy

Adopting a revised policy and introducing the Empty Property Premium Policy (see below) would ensure clear and transparent guidelines are used when assessing requests for removal of the Empty Property Premium from property owners. The aim of these changes is to ensure the Council does not penalise property owners who have made reasonable efforts to bring their empty properties back into use but have been prevented from doing so due to exceptional circumstances.

Policy 2 - Discretionary Rate Relief Policy

Adopting a revised policy for 2023/24 would ensure that:

- Guidance is incorporated into the policy about the increase in Retail Hospitality Leisure Relief, Supporting Small Businesses relief and Business Rates Heat Network Relief.

Policy 3 - Local Welfare Provision Policy

No changes to the policy are proposed in 2023/24 so the policies would remain as 2022/23.

Policy 4 - Discretionary Housing Payment Policy

No changes to the policy are proposed in 2023/24 so the policies would remain as 2022/23.

Policy 5 - Empty Property Premium Policy

Adopting the new policy would ensure there is clear criteria the Council will consider when requested to waive the Council Tax Premium for property owners under certain circumstances.

4 Recommended Option

- 4.1 Option 2 – The recommended option is to approve the updated Local Taxation and Benefits Discretionary Policies and the introduction of the Empty Property Premium Policy for the 2023/24 financial year.

5 Consultation

- 5.1 During the review of each policy, feedback has been obtained from relevant services involved in the application.

6 Financial Implications

- 6.1 The proposed update to the policies outlined in this report will have the following direct financial implications:

Discretionary Council Tax Discounts Policy

The introduction of the ability to award EHP for Council Tax debts accrued outside of the current year will have a negligible impact on the amount of cash received but would allow the Council to more accurately assess its ability to recover any outstanding debts.

Discretionary Rate Relief Policy

Any costs associated with the Rural Rate Relief, Retail Discount, Local Newspaper Relief, Supporting Small Business Relief and Low Carbon Heat Network Relief scheme will be reimbursed by the Government through Section 31 grants.

Local Welfare Provision Policy

There are no proposed changes to the policy and all payments are funded from an earmarked reserve.

Discretionary Housing Payment Policy

Government resources for 2023/24 were confirmed by Central Government on the 28 February 2023 to help support DHPs. The Council has been granted a sum of £428,970 for the financial year ending 31 March 2024. The Council has not allocated any top-up resources to the DHP scheme for 2023/24.

Empty Property Premium Policy

The establishment of clear and transparent guidelines when assessing requests for both application and removal of Empty Property Relief, will help ensure that property owners who have made reasonable efforts to bring their empty properties back into use are not unduly financially penalised. The impact of any Empty Property Premium removals under these circumstances will result in a negligible impact on the amount of cash received but would simultaneously help increase Council Tax collection rates in the future as stock comes back into use.

With regards to the application of Empty Property Premium Charges, current estimates are that by applying an additional premium of an extra 100% for unfurnished/unoccupied properties of between 5-10 years and 200% for unfurnished/unoccupied properties of over 10 years, the Council will increase its net collectible debit by approximately £0.293m. Applying a collection rate of 67.05%, calculated from historic Council Tax Premium collection data, the Council will increase cash collection by approximately £0.196m. This has already been factored into relevant budget estimates.

- 6.2 All policy changes are required to fit within the existing budgetary provision.

(John Hoskins – Finance Manager)

7 Legal Services Comments

- 7.1 Option 2, approval of the updated Local taxation and Benefits Discretionary Policies is supported. It is important that guidance is up to date and transparent. For example, the improved clarity on the guidance around Empty Property Premiums in the Borough is helpful to those who might contact the Council about the policy and help show clarity about decisions that have been made by the Council. This reduces the risk of any challenges around such decisions and helps to avoid reputational risks. Alex Bougatef – Group Solicitor – Litigation.

8. Co-operative Agenda

- 8.1 The operation of Local Taxation and Benefits discretionary policies is consistent with the Council's Co-operative ethos.

9 Human Resources Comments

- 9.1 Not applicable

10 Risk Assessments

- 10.1 Not applicable

11 IT Implications

- 11.1 Not applicable

12 **Property Implications**

12.1 Not applicable

13 **Procurement Implications**

13.1 Not applicable

14 **Environmental and Health & Safety Implications**

14.1 Not applicable

15 **Equality, community cohesion and crime implications**

15.1 Not applicable

16 **Implications for Children and Young People**

16.1 The application of the Council Tax discount for care leavers is the only specific impact on children and young people.

17 **Equality Impact Assessment Completed?**

17.1 In taking financial decisions the Council must demonstrate that it has given “due regard” to the need to eliminate discrimination, promote equality of opportunity and promote good relations between different groups.

17.2 Demonstrating that “due regard” has been given involves:

- assessing the potential equality impacts of proposed decisions at an appropriate stage in the decision-making process - so that it informs the development of policy and is considered before a decision is taken;
- ensuring that decision makers are aware of the equality duties and any potential equality issues when making decisions.

NB – having due regard does not mean the Council cannot make decisions which have the potential to impact disproportionately, it means that we must be clear where this is the case and must be able to demonstrate that we have consulted, understood and mitigated the impact.

17.3 To ensure that the process of impact assessment is robust, it needs to:

- Be specific to each individual proposal;
- Be clear about the purpose of the proposal;
- Consider available evidence;
- Include consultation and involvement with those affected by the decision, where appropriate;
- Consider proposals for mitigating any negative impact on particular groups;
- Set out arrangements for monitoring the actual impact of the proposal.

17.4 The Equality Act 2010 extends the public sector equality duties to cover eight protected characteristics, namely: age, disability, gender, gender reassignment, pregnancy and maternity, race, religion and belief and sexual orientation.

17.5 There is no duty to undertake an equality impact assessment (EIA) but an EIA is recognised as a useful tool in performing and recording the duty to have due regard. Equality Impact Assessment documents have been prepared for each policy and are included at Appendices 6 to 10.

18 **Key Decision**

18.1 Yes

19 **Key Decision Reference**

19.1 FLC-02-23

20 **Background Papers**

20.1 The following is a list of background papers on which this report is based in accordance with the requirements of Section 100(1) of the Local Government Act 1972. It does not include documents which would disclose exempt or confidential information as defined by the Act:

File Ref: The background papers to this report are the Council Tax Discount for Care Leavers policy approved by Cabinet on 24th April 2017 (discount up to the age of 21) and The Local Taxation and Benefits Discretionary Policies approved by Cabinet on 23 March 2020. Both papers are publicly available at www.Oldham.gov.uk

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21 **Appendices**

21.1 Appendix 1 – Discretionary Council Tax Discount Policy

21.2 Appendix 2 – Discretionary Rate Relief Policy

21.3 Appendix 3 – Local Welfare Provision Policy

21.4 Appendix 4 – Discretionary Housing Payment Policy

21.5 Appendix 5 – Empty Property Premium Policy

21.6 Appendix 6 – Equality Impact Assessment – Discretionary Council Tax Discount Policy

21.7 Appendix 7 – Equality Impact Assessment – Discretionary Rate Relief

21.8 Appendix 8 – Equality Impact Assessment – Local Welfare Provision scheme

21.9 Appendix 9 – Equality Impact Assessment – Discretionary Housing Payments

21.10 Appendix 10 – Equality Impact Assessment – Empty Property Premium Policy

Discretionary Council Tax Discount Policy

**Guidelines for the award of Discretionary
Discounts for Council Tax**

March 2023

1 Introduction and Scope

- 1.1 This policy sets out the Council's approach to the awarding of Council Tax discretionary discounts and demonstrates that the Council is fair, consistent in its approach and sufficiently flexible to consider individual circumstances.
- 1.2 The policy has been developed to provide guidance in two areas. Section 2 sets out the guidance to support awards of Exceptional Hardship Payments (EHPs) which are available to support residents experiencing exceptional financial hardship in paying their Council Tax. Section 3 sets out guidance to support the award of discounts to care leavers.
- 1.3 Under The Local Government Finance Act 1992 (Section 13A (1) (c)) (as amended) and the Local Government Act 2003 (Section 76), Local Authorities can use discretion to reduce a part or all of the Council Tax liability where they are satisfied that the Council Tax payer would suffer hardship if it did not do so.
- 1.4 Section 13A(1)(c) allows for a discretionary reduction which can be used in relation to any individual on a case-by-case basis, or by determining a specific class of case for which the charge should be reduced.
- 1.5 Although the decision to reduce an individual's Council Tax liability is discretionary, the actual award (or refusal of) can be challenged by way of an appeal to a Valuation Tribunal.
- 1.6 Periodically the Government may introduce a specific scheme in response to an event such as a natural disaster (e.g. flooding). Where such schemes are introduced, funding is normally fully met by Government. Any such schemes that are introduced with the intention to be awarded under Section 13A (1) (c) of The Local Government Finance Act 1992 (as amended), will be administered in accordance with any instructions and guidance set out by Government.
- 1.7 This policy will be reviewed on an annual basis, or as required, in response to changes in legislation or the priorities of the Council. The Cabinet Member for Finance and Low Carbon, in conjunction with the Director of Finance is authorised to vary the criteria, funding and application processes set out in this policy to ensure it continues to remain fit for purpose and within budget.

2 Exceptional Hardship Payments (EHPs)

2.1 Introduction and Scope

- 2.1.1 The Council is aware of its statutory duties under Section 13A(1)(c) of the Local Government Finance Act 1992 (as amended). This regulation allows billing authorities the discretion to reduce Council Tax in individual cases.
- 2.1.2 The Council has therefore made provision to assist residents who are facing exceptional financial hardship. Payment made under this provision will be known as Exceptional Hardship Payments (EHPs).
- 2.1.3 EHPs are not the same as payments made under the Council's Council Tax Reduction Scheme (CTR). Residents on low incomes should first explore whether there is an entitlement to CTR before making an application for EHP.
- 2.1.4 The Council will ensure each application received for EHP, will be treated on its own merits and all applicants will receive equal and fair treatment regarding accessibility to the fund and the decisions made.
- 2.1.5 EHPs are only intended as short-term assistance and should not be considered as a way of reducing Council Tax liability indefinitely.
- 2.1.6 The Council will give particular (but not exclusive) consideration to applications where the applicant is experiencing specific, exceptional or unforeseen situations which then impact on their ability to meet their Council Tax liability.
- 2.1.7 In considering an award the Council must be satisfied that:
- It is reasonable to expect other Council Tax payers to meet the cost of reducing the tax.
 - It would be unfair to ask the applicant to meet their Council Tax liability based solely on their own individual circumstances and not on circumstances that affect all or a significant proportion of the residents of Oldham.

2.2 Criteria for an application

- 2.2.1 The Council recognises the importance of protecting its most vulnerable residents. This policy has been created to ensure that an appropriate level of protection and support is available to those claimants most in need.
- 2.2.2 Hardship can be a result of many different and exceptional circumstances which could include, but are not limited to: -
- Multiple and complex issues facing the claimant and his/her household
 - The death of a partner or dependant
 - Sudden increases in other expenses due to a family member's illness or incapacity
 - Sudden reduction in income due to loss of employment.

The Council will consider all relevant circumstances and resources. For example, it may not be appropriate to attempt to alleviate hardship through the award of financial assistance where advice and assistance in accessing other available support may be of greater benefit.

The Council will consider the full circumstances of the applicant before deciding whether to award an EHP. The Council will be looking for something out of the ordinary that makes it very difficult for the claimant to pay their Council Tax.

2.2.3 When assessing a claim for EHP, The Council must be satisfied that:

- The applicant is unable to meet either all or part of their Council Tax liability.
- All reasonable steps have been taken to meet the full Council Tax liability prior to submitting the EHP application.
- The applicant's current circumstances are unlikely to improve during the period for which the EHP may be awarded, which would make payment of their Council Tax unlikely.
- There is evidence of exceptional hardship or exceptional personal circumstances that justify a reduction in Council Tax liability.
- The applicant has no assets that could be realised and used to pay Council Tax.
- Entitlement to all other reliefs, discounts, exemptions, discretionary payments and other available support have been considered.
- Non-payment of Council Tax is not due to the taxpayer's own wilful refusal or culpable neglect.

2.3 **What an EHP does not cover**

2.3.1 EHPs cannot be awarded:

- To help towards payment of rent
- Where the applicants Council Tax liability is nil as a result of any other discount or exemption
- For any reason other than to reduce Council Tax liability.

2.4 **Making an Application**

2.4.1 The applicant, or a party authorised by the applicant such as an appointee or advocate, must complete and submit an EHP application form along with any evidence requested within the application form. To support applicants the Council will encourage the use of an online application form which will be available on the Council's website www.oldham.gov.uk.

(Applications will not be considered if they are made by landlords or managing agents of properties where the claimant is liable for Council Tax).

- The application must detail the hardship or personal circumstances upon which the request is based.
- Applicants are required to include evidence of their financial circumstances to enable the Council to make an informed assessment of their ability to pay. Financial evidence can include, but is not limited to, household income and expenditure details, utility bills, household bills and all debt.

- Further evidence may be requested that is relevant to the application (e.g., specific details about income and expenditure details and medical evidence) where appropriate.
- Applicants will be expected to provide further information in support of their claim within one month of submitting their application or the application will be rejected.
- The Council will not reimburse any costs an applicant may incur in making an application or in providing requested evidence.

2.5 Making an Award

2.5.1 Applications will be reviewed initially by the Council's Exchequer Client Manager (Revenues) and a recommendation made to the Council's Assistant Director, Revenues and Benefits for a decision.

2.5.3 Any reasonable request for backdating an award of EHP will be considered but such consideration will generally be limited to the current financial year and will not normally be granted for a period exceeding 3 months prior to the date of application.

2.5.4 EHPs are intended as short-term assistance and the claimant will be expected to have made clear attempts to improve their financial circumstances during any award.

2.5.5 Claimants may make subsequent applications once their initial award has expired or if their circumstances have changed or worsened since an original application was refused.

2.5.6 Awards will normally be paid only once. The reduction in liability will be applied to the relevant Council Tax account and a revised bill will be issued. No cash alternative to this approach is available.

2.5.7 An award will usually be a percentage of the net Council Tax liability (the amount payable following the award of any benefit, discount, exemption or relief) and be for a specified period. The award will not exceed 100% of Council Tax liability.

2.5.8 The claimant must inform the Council about any changes in their circumstances that might affect their claim for EHP within 21 days of that change.

2.5.9 Decisions will normally be made within one month of the application provided all supporting information has been received and will be notified to the applicant as soon as practicable thereafter. The award notification will set out:

- The amount of EHP awarded
- The period of the award
- When the award will be paid
- The requirement to report changes in circumstances
- What the claimant can do if they do not agree with the award decision, and
- Details of where the claimant can obtain independent debt advice

2.5.10 If the application is not successful, the notification will include:

- The reasons for refusal and the appeal rights.
- Details of where the claimant can obtain independent debt advice

- 2.5.11 If it is subsequently identified that an award was made as a result of false or fraudulent information, the Council will withdraw the award and recover the resulting sum due. The Council has a zero tolerance regarding fraud and reserves the right to report any suspected fraudulent claims to the Councils Counter Fraud team.
- 2.5.12 Under Section 16 of the Local Government Finance Act 1992, there is a right of appeal if a Council Taxpayer applying for a discretionary reduction under Section 13A(1)(c) is not satisfied with the Council's decision. The guidance detailing how to appeal is set out in Section 4.

3 Council Tax Discount for Care Leavers

3.1.1 Oldham Council wants to support care leavers in their transition to independent living by offering a 100% Council Tax discount up to the age of 25.

3.1.2 A care leaver is defined as a person who has been in the care of a local authority (looked after) for at least 13 weeks since the age of 14 and who was in care on their 16th birthday.

3.2 Qualifying Criteria

3.2.1 Confirmation will be sought from Oldham Council's Children's Social Care or other public body or professional organisation that care leaver status applies. Most discount cases will be referred directly by the Council's Children's Services team. However, care leavers can also make a direct application for a discount and this will be made available on the Council's website www.oldham.gov.uk

3.2.2 The care leaver must live in the Borough at the address the award relates to and be the person responsible for payment of Council Tax to qualify for the discount.

3.2.3 The discount will not be means tested.

3.3 Discount Scheme

3.3.1 The care leavers discount was introduced in April 2017, as such care leavers who become responsible for Council Tax after this date will be granted the discount from the date of occupation.

3.3.2 The level of discount applied will be 100% of Council Tax liability after any entitlement to any national reliefs, exemptions or other discounts including entitlement to Council Tax Reduction have been calculated and awarded.

3.3.3 If, subsequent to an award, the care leaver's liability for Council Tax reduces during the period of the award, for example if the care leaver becomes entitled to a single person discount, the care leaver's discount will be amended to ensure the award does not exceed the care leaver's Council Tax liability.

3.3.4 Where awarded, the discount will remain in force until the care leaver reaches the age of 25 years or ceases to become responsible for Council Tax whichever date occurs first.

- 3.3.5 When a discount has been given, a Council Tax bill will be issued showing the detail. If a discount request is refused, a letter will be issued outlining the reasons for the refusal.
- 3.3.6 Under Section 16 of the Local Government Finance Act 1992, there is a right of appeal if a customer applying for a discretionary reduction under Section 13A(1)(c) is not satisfied with the Council's decision. The guidance detailing how to appeal is set out in Section 4.

4 Appealing a Decision

- 4.1 If an applicant disagrees with a decision, there is a right to request that the application is reviewed by the Assistant Director, Revenues and Benefits.
- 4.2 Any requests for a review of the decision must be made within one calendar month of the original decision letter being issued.
- 4.3 All applications for a review of the decision must be made in writing or via email and must outline the reasons why the applicant is disputing the decision.
- 4.4 The applicant will be notified in writing of the outcome of the review and the reasons for the decision.
- 4.5 If the applicant disagrees with the outcome of the internal review undertaken by the Assistant Director, Revenues and Benefits they can appeal to the Valuation Tribunal. Appeals must be made directly to the Valuation Tribunal.
- 4.6 The Valuation Tribunal can only consider whether the decision made by the Council was made reasonably by applying judicial review principles. The Valuation Tribunal cannot award discretionary reductions but may ask the Council to review its policy or decision again.

Discretionary Business Rate Relief Policy 2023/24

Guidelines for the Award of Discretionary Business Rates Relief

1. INTRODUCTION AND SCOPE

- 1.1 Discretionary Rate Relief (DRR) is granted in accordance with Section 43 and Section 44a of the Local Government Finance Act 1988 (LGFA 1988) and Section 47 and 49 of the LGFA 1988 as amended by the Localism Act 2011.
- 1.2 Clause 69 of the Localism Act 2011 amended Section 47 of the LGFA 1988 to allow billing authorities the discretion to fund their own local discounts. Since April 2012, the Council has been able to grant Business Rates discounts entirely as it sees fit within the limits of the primary legislation and European rules on state aid. These powers can be used to encourage new business and investment, as well as to support local shops or community services.
- 1.3 The introduction of the Business Rates Retention scheme in 2013 meant that Local Authorities now have a financial stake in the income generated from Business Rates in their area. Since April 2017, the Council has participated in the 100% Business Rates Retention pilot scheme.
- 1.4 This means that Mandatory and Discretionary Relief is financed 99% by the Council and 1% by the Greater Manchester Combined Authority. The Government has pledged that Greater Manchester authorities will suffer no financial detriment as a result of participating in the 100% pilot scheme. This extends to the awarding of mandatory and discretionary rate reliefs.
- 1.5 In view of the direct cost of awarding Business Rates relief, the Council has determined that its DRR policy is reviewed annually to ensure that awards of DRR are appropriate and maximise benefits to Oldham residents.
- 1.6 This policy document outlines the areas of local discretion and the Council's approach to the various awards. This approach has regard to the impact:
 - Of granting DRR (including Section 44a Relief and Hardship Relief) on the Council's wider financial position and Council Tax payers;
 - On the organisations and businesses that currently receive or may apply for relief in the future;
 - For Oldham residents and any regeneration benefits to the borough.
- 1.7 The principal consideration when making an award is that any relief granted is in the best interests of the residents and taxpayers of Oldham and produces a local benefit. It will also be reflective of and complementary to the co-operative ethos of the Council.
- 1.9 The Government has introduced several rate relief schemes in recent years, some of which are available for specified years only. The criteria and funding for these schemes are detailed within Government guidance issued to Local Authorities. The Government funded schemes in relation to 2023/24 can be found in section 11.

2 CHARITABLE RELIEF (CHARITIES)

2.1 Mandatory Rate Relief of 80% is granted to charities in the following circumstances where the:

- Ratepayer of a property is a charity or the trustees of a charity; and
- The property is wholly or mainly used for charitable purposes (including charity shops, where the goods sold are mainly donated and the proceeds are used for the purpose of the charity).

2.2 The Council does not have any discretion regarding the award of Mandatory Rate Relief; however, the Council must be satisfied that the statutory criteria has been met. For this purpose, the Council will use guidance provided in both the LGFA 1988, and by reference to other enactments and case law.

2.3 The Council will refer to the Charity Register for evidence of charitable status however absence from the register does not mean an organisation has not been established for charitable purposes as certain organisations are exempt from registration under the Charities Act 1993.

2.4 In cases where a charity is in receipt of mandatory rate relief of 80%, the Council has discretion to grant up to 20% additional rate relief known as a DRR top up.

2.5 The Council will consider applications for a DRR top up from charities based on their own merits, on a case-by-case basis. However, the principal consideration is that the relief is in the best interests of the residents and taxpayers of Oldham and produces a local benefit as the Council must contribute to the cost of each award. As such, top up will be awarded generally to the following type of registered charities:

- Scouts, guides, cadets and other clubs/associations for young people;
- Community schemes encompassing organisations providing support for those over the age of retirement, community transport, those based on volunteering and residents' associations;
- Organisations providing support in the form of advice, training for employment, counselling;
- Organisations that provide services that address the consequences of ill health and disability;
- Charitable sporting clubs (also see CASCs);
- Locally based leisure and cultural organisations;
- Armed forces veteran's associations;
- Locally based charities;
- Charity shops (operated by either locally based or national charities);
- Local childcare providers registered as charities

3 REGISTERED COMMUNITY AMATEUR SPORTS CLUBS (CASC) RELIEF

3.1 Mandatory rate relief of 80% is granted to registered community amateur sports clubs (CASCs). To qualify as a CASC, a sports club must fulfil all the following criteria. It must be:

- Open to the whole community;
- Run as an amateur club;
- Non-profit making and
- Aiming to provide facilities for, and encourage people to take part in, eligible sport.

3.2 In cases where a CASC is in receipt of Mandatory Rate Relief of 80%, the Council has discretion to grant up to 20% additional rate relief as a DRR top up.

3.3 The principal consideration is that any relief is in the best interests of the residents and taxpayers of Oldham. However, in determining the application the following matters will be taken into consideration:

- How the CASC supports and links into the Council's corporate vision and priorities;
- A club should have an open access policy. If a club effectively discriminates by only accepting members who have reached a particular standard, rather than seeking to promote the attainment of excellence by enhancing access and the development of sporting aptitude, then it does not fulfil the requirements;
- Although clubs should be open to all without discrimination, single sex clubs may be permitted where such restrictions are not discriminatory in intent but a genuine result of physical restraints (such as changing room facilities) or the requirements of the sport. In such cases, the organisation will be required to provide proof of such limiting factors.

3.4 If the organisation applying for a DRR requires membership or an entry fee, the Council will consider whether:

- Membership is open to everyone, regardless of race, ethnic origin, sex, marital or parental status, sexual orientation, creed, disability, age, religious affiliation or political belief,
- The subscription or fee is set at a level which is not prohibitively high and considered to be affordable by most sections of the community
- Fee reductions are offered for certain groups such as, for example, under 18s or over 60s
- Membership is encouraged from groups who face social barriers, such as, for example, young people not in employment, education or training; people above working age; or people with disabilities
- Facilities are made available to people other than members.

3.5 It should be noted that sports clubs which run a bar are unlikely to be awarded relief if their main purpose is the sale of food or drink. However, if the sale of food or drink by the organisation aids the overall operation and development of the organisation in achieving its objectives, this would be permissible if the principal objectives of the organisation meet the eligibility criteria detailed at 3.1. If the bar makes a profit, this profit must be reinvested to support the organisation in achieving its principal objectives. Financial information will be required to evidence any profit and its use.

4 NON-PROFIT MAKING ORGANISATIONS INCLUDING COMMUNITY INTEREST COMPANIES (CIC)

4.1 The Council has the power to grant discretionary rate relief of up to 100% f to non-profit making organisations. The main objectives of the organisation must be related to:

- Relief of poverty
- Advancement of religion
- Advancement of education
- Social Welfare
- Science
- Literature
- Fine arts
- Recreation
- Or be otherwise beneficial to the community

An organisation must be able to demonstrate how it:

- Meets local needs and benefits local people; and
- Provides a valuable service to the community; and
- Is open to all sections of the community and operates in such a way that it does not discriminate against any section of the community; and
- It is not conducted or established for the primary purpose of accruing profit.

4.2 The Council will consider applications for a DRR top up from non-profit making organisations based on their own merits, on a case-by-case basis. However, the principal consideration is that the relief is in the best interests of the residents and Council Tax payers of Oldham and produces a local benefit as the Council must contribute to the cost of each award. As such, top up will generally be awarded to the following type of non-profit making organisations:

- Scouts, guides, cadets and other clubs/associations for young people;
- Community schemes encompassing organisations providing support for those over the age of retirement, community transport, those based on volunteering and residents' associations;
- Organisations providing support in the form of advice, training for employment or counselling;
- Organisations that provide services that address the consequences of ill health and disability;
- Locally based leisure and cultural organisations;
- Armed forces veteran's associations.

4.3 If the organisation applying for DRR requires membership or an entry fee, the Council will consider whether:

- Membership is open to everyone, regardless of race, ethnic origin, sex, marital or parental status, sexual orientation, disability, age, religious affiliation or political belief,
- The subscription or fee is set at a level which is not prohibitively high and considered to be affordable by most sections of the community;

- Fee reductions are offered for certain groups such as, e.g., , under 18s or over 60s;
- Membership is encouraged from groups who face social barriers, such as, for example, young people not in employment, education or training; people above working age; or people with disabilities;
- Facilities are made available to people other than members.

4.4 Where the applicant organisation requires membership, at least 50% of the members should reside within the boundaries of the Borough of Oldham (evidence of this will be required).

5 LOCAL CHILD CARE PROVIDERS

5.1 The Council will consider applications for DRR from local childcare providers based on their own merits on a case-by-case basis. The principal consideration is that any relief is in the best interests of the residents and taxpayers of Oldham and produces a local benefit as the Council must bear a percentage of the cost of any relief granted. Criteria in relation to an award are:

- A local childcare provider is in receipt of Mandatory Rate Relief of 80% as a registered charity, in these cases the Council has the discretion to grant up to 20% additional rate relief.
- In cases where a local childcare provider is not in receipt of Mandatory Rate Relief the Council has the discretion to consider granting an award up to 100% of rate relief.
- If a local childcare provider applies for relief, they must not charge fees that would be considered unaffordable by most Oldham residents. The provider must also not restrict attenders with admittance policies that are deemed unfair.
- If a nursery charges unreasonable fees or if they make significant profits that are not reinvested into the business that they are unlikely to be awarded DRR.
- In reviewing an application from a childcare provider, there will be consultation with the Early Intervention and Families team to determine if providing relief would meet the aim of supporting local childcare provision.

6 RURAL RATE RELIEF

6.1 Organisations or businesses which operate within a designated rural settlement (with a population of 3,000 or less) may be eligible for Discretionary Rural Rate Relief. Eligible organisations/businesses must be located in one of the settlements identified in the Council's rural settlement list, which is reviewed periodically:

- Current areas designated as rural settlements are:

Delph	Denshaw	Diggle	Dobcross
Grasscroft	Grotton	Scouthead	Woodhouses

6.2 Discretionary Rural Rate Relief is open to any type of business within a classified rural settlement that satisfies the following criteria:

- The only qualifying village shop or post office with a rateable value of up to £8,500 and already in receipt of mandatory relief of 50%.

- The only qualifying public house or petrol station with a rateable value of up to £12,500 and already in receipt of mandatory relief of 50%
 - Within the boundaries of a qualifying rural settlement.
- 6.3 The Council also has the discretion to remit all or part of rate bills on other property in a settlement on the rural settlement list if the rateable value is £16,500 or less and is used for a purpose that benefits the local community.
- 6.4 Rural rate relief was doubled to 100% in April 2017 with the intention to introduce legislation to make the award of the relief mandatory.
- 6.5 Until the necessary legislation is in place to award 100% Mandatory Rural Rate Relief the Council will use its discretionary powers to award 50% Discretionary Relief to ensure 100% relief is awarded in total to eligible businesses. Central Government will fully reimburse the Council using a grant under Section 31 of the Local Government Act 2003. Awards will be granted for the period of one financial year at a time.

7 LOCALISM RELIEF

- 7.1 The Council is now able to grant Business Rates discounts entirely as it sees fit within the limits of the primary legislation and the UK Subsidy Control regime. The Council will place particular focus on using these powers to support the regeneration objectives of the Council, encouraging new business and investment in the Borough.
- 7.2 In reviewing an application from a business requesting DRR under these powers, there will be consultation with the Council's Business and Investment Team to determine if providing relief would support the economic objectives of the borough.
- 7.3 Applicants will also be signposted to the Council's Business and Investment team for support and for advice on other options available to the business prior to an award being considered.

8 HARDSHIP RELIEF

- 8.1 The Council has the power to reduce or remit the Business Rates charged in certain circumstances where the business is enduring temporary financial difficulties beyond their control. This is known as Hardship Relief.
- 8.2 The Council may grant Hardship Relief if it is satisfied that:
- The ratepayer would sustain financial hardship if the Council did not do so; and
 - It is reasonable for the Council to grant relief, with regard to the interests of its residents and Council Tax payers.
- 8.3 Loss of profitability due to increased competition would not generally be considered as Financial Hardship.
- 8.4 Hardship Relief is a temporary measure which should not be used to artificially sustain a failing business. Hardship Relief will be awarded where the applicant organisation is facing temporary financial difficulties and where the community would be significantly disadvantaged if the business were to close due to these temporary financial constraints.

9 SECTION 44A RELIEF (PARTLY OCCUPIED PROPERTIES)

- 9.1 The Council has discretion to consider requests from ratepayers asking that the rateable value of premises that is charged Business Rates is split between the occupied and temporarily unoccupied portions and that the Council then only charges rates of the occupied portion. This is permitted under Section 44a of the LGFA 1988.
- 9.2 The Council has the discretion to accept or refuse such a request. If the request is accepted, then the Valuation Office Agency (part of Her Majesty's Revenues and Customs (HMRC) is asked to supply a Certificate indicating the relevant values for the occupied and unoccupied portions and this Certificate is binding on the Council.
- 9.3 The definition of 'temporary period' is not prescribed with the law and therefore Oldham Council has the discretion to decide the period of relief that should be awarded.

- 9.4 The law provides discretionary power, but the decision whether to exercise that power must be taken before the Valuation Officer's Certificate is requested, as the apportioned values are those upon which the charge must be levied once supplied. Discretionary power does not alter the general rule that occupation of part of a premise constitutes occupation of the whole of the premises.
- 9.5 The effect of the apportioned values applies to the **operative period**, which is defined as the period beginning with the day on which the premises became partly unoccupied and ending with the first day on which one or more of the following events occur.
- The occupation of any of the unoccupied part of the premises;
 - The ending of the financial year in which the apportionment was required;
 - The requiring of a further apportionment;
 - The complete occupation of the premises; or
 - The complete vacation of the premises.
- 9.6 The Authority is required to terminate this relief in the event of a change in the proportions of the premises occupied and unoccupied or at the end of a financial year, and then may, if appropriate consider requesting the Valuation Office to issue a further Certificate.
- 9.7 The amount of Rate Relief that is awarded is determined by statute and is calculated by reference to the Rateable Value attributed to the unoccupied area by the Valuation Office Agency.
- 9.8 Applications will only be considered in respect of unoccupied parts of a property that can be clearly defined and are reasonably segregated from the occupied part of the property.
- 9.10 The use of Section 44a is intended to apply to those premises where there are practical difficulties in either occupying the premises or vacating the premises. Therefore, it is not intended that all premises which temporarily become partly unoccupied should have their liability reduced.
- 9.11 No award shall be made where it appears to the Council that the reason that part of the property is unoccupied is wholly or mainly for the purpose of applying for Rate Relief.
- 9.12 Rate Relief under this section will not be awarded in respect of partly occupied property where the partial occupation of the property may arise due to the ordinary day to day nature of the business (for example the operation of a warehouse) or where a ratepayer is incrementally moving out of the premises and leaving the borough.
- 9.13 The period of Relief will not exceed either 3 or 6 months depending on the type of property the claim has been made for, in line with the current legislation for part-occupied properties.
- 9.14 In determining the application, favourable consideration will be given (but not limited to) where:

- There is a partial occupation of a warehouse, factory or commercial premises to facilitate relocation of the company into the borough or to extend the current portfolio and associated occupation levels in the borough; or
- Where fire, flood or other disaster prevents full use of the premises.

9.15 Favourable consideration would not normally be given:

- For a period that has now passed;
- For consecutive periods;
- To support a business moving its operation outside of the borough;
- Where the owner sublets part of the premises on a commercial basis;
- Where the part occupation is likely to continue for more than 3 months (6 months if industrial premises);
- Where there appears to be no effort to let, sell or occupy the empty part; or
- Where part occupation is seasonal or cyclical in nature.
- Where part occupation is due to refurbishment of the premises.

(N.B. This is not an exhaustive list.)

9.16 At all times consideration will be made for the regulations contained within Section 44a of the Local Government Finance Act 1988 and any relevant case law.

10 MAKING AN APPLICATION

10.1 Applicants will be encouraged to submit applications for DRR online at www.oldham.gov.uk

10.2 All Applications for Discretionary Rate Relief top up must be supported by, and include:

- The organisation's main purposes and objectives, as set out in, for example, a written constitution, a memorandum of association, or set of membership rules
- A full set of audited accounts relating to the two years preceding the date of application. Where audited accounts are not available, projected figures should be provided instead. (It is recommended that applicant organisations submit audited accounts dating back further than two years, if such information is available.)
- Details of how the organisation meets the criteria outlined in these guidelines.

Localism Relief

10.3 Where applications seek rate relief in respect of new business set up etc., information provided should also include business plans and other information that demonstrate the regeneration or economic benefit to Oldham.

Section 44A Relief

10.4 The following information will be required to support written requests for Section 44a relief:

- A plan of the property showing the dimensions of the occupied and unoccupied area of suitable quality to enable the Valuation Office Agency to apportion the

rateable value of the property between the occupied and unoccupied areas. Applications will not be considered until such time as the plan is provided;

- The period to which the application relates;
- Contact details in order to inspect the site where necessary.

- 10.5 If an application is received without the necessary supporting information, the application will be considered ineligible.
- 10.6 The Council will inform applicants in writing of any decision. This notification will also confirm the period for which relief has been awarded and a revised bill will be issued.
- 10.7 Unsuccessful applicants will be notified and provided instructions on how they can appeal the decision.
- 10.8 The granting of relief will be reviewed annually and those in receipt of Discretionary Rate Relief will be asked to supply or confirm relevant information for the purpose of the review. If this information is not provided, no reminders will be issued, and the relief will be removed.
- 10.9 The Council can depart from its general policy if it sees fit to do so, taking into account the facts of each case and the interests of residents and Council Tax payers.

11 Temporary Government funded Relief schemes

- 11.1 The Government has introduced several rate relief schemes in recent years, some of which are available for specified years only. The application process and eligibility criteria are individual to each relief scheme. The Council follows Government guidance in administering and awarding these reliefs.
- 11.2 The schemes available for 2023/24, and the applicable government guidance can be found using the links below.

Retail, Hospitality and Leisure Relief Scheme 2023/24.

<https://www.gov.uk/government/publications/business-rates-relief-202324-retail-hospitality-and-leisure-scheme-local-authority-guidance/business-rates-relief-202324-retail-hospitality-and-leisure-scheme>

Newspaper Relief 2023/24

<https://www.gov.uk/government/consultations/the-case-for-a-business-rates-relief-for-local-newspapers>

Supporting Small Businesses Relief 2023/24.

<https://www.gov.uk/government/publications/business-rates-relief-2023-supporting-small-business-relief-local-authority-guidance>

Business Rates Heat Network Relief 2023/24

<https://www.gov.uk/government/publications/business-rates-heat-network-relief-local-authority-guidance-2023-24/business-rates-heat-network-relief-local-authority-guidance-2023-24>

12 ASSESSMENT OF THE AWARD

- 12.1 The Council delegates the decision-making power for DRR awards to the Exchequer Client Manager (Revenues) and the Assistant Director for Revenues and Benefits (or equivalent post holders).
- 12.2 Any officer or Member involved in the decision-making process for DRR must declare if they have an interest in or association with any organisation which is applying for relief.
- 12.3 In making decisions about applications the Council may:
- Grant relief up to a maximum of 100% of the rates due
 - Grant relief for a sum less than 100% of the rates due or
 - Refuse any application for additional relief.
- 12.4 When considering an application for Section 44A relief, a visit may be made to the premises to confirm the accuracy of the submitted plan. Independent evidence may also be requested, and this may be in the form of surveyors' reports, dated photographs, solicitors' letters and estate or letting agents' records (list not exhaustive).
- 12.5 The granting of relief will be reviewed annually and those in receipt of Discretionary Rate Relief will be asked to supply or confirm relevant information for the purpose of the review.
- 12.7 All awards of Discretionary Rate Relief will typically be awarded as a temporary measure for a limited period e.g., one financial year.
- 12.8 The Local Government Finance Act 1988 Section 47 (7) states that a decision under this subsection is invalid as regards a day if made more than six months after the end of the financial year in which the day falls. This means:
- If an application is made before the 30th September, relief can be awarded from the start of the financial year proceeding the year the application has been made in or the date the organisation became liable for Non-Domestic Rates, if later. (i.e., from 1st April)
 - If the application is made after the 30th September, relief can be awarded from the start of the financial year the application has been made in, or the date the organisation became liable for Non-Domestic Rates, if later (i.e., from 1st April)
- 12.9 As a guide, for a charity, CASC or Non-Profit organisation to be eligible for DRR top up, the organisation must not have enough financial resources available in unrestricted funds to continue to operate for more than 12 months, nor should it have sufficient financial resources in unrestricted reserves to continue to operate for more than 12 months, unless a business plan exists detailing how these additional reserves are to be used to benefit the local community.

12.10 In exceptional cases, DRR will be granted to organisations which have enough financial resources in unrestricted funds to continue to operate for more than 12 months. This may include charities or community organisations which require large amounts of available resources to sustain the service they deliver to the community. In such cases, the organisation must be able to prove that it offers a service which the Borough's residents depend on, and which they would be unlikely to find elsewhere in the Borough.

13 APPEALS AGAINST DECISIONS

13.1 Any organisation requiring a review of a decision may submit a request by email to DiscretionaryRateRelief@oldham.gov.uk

13.2 Oldham Council can review a Discretionary Rate Relief, Hardship Relief or Section 44a decision in the event of a dispute or in light of any new information. Final decisions on appeals will be made by the Section 151 Officer (Director of Finance) and the Cabinet Member for Finance and Low Carbon.

13.3 If the Ratepayer is further dissatisfied the only remaining route to challenge the decision would be by judicial review in line with Section 138 of the Local Government Act 1988. Such a review would only consider whether the decision-making process had been followed correctly; it may not necessarily change a decision.

14 STATE SUBSIDY

14.1 From 1st January 2021, the United Kingdom left the EU Single Market and Customs Union and is no longer subject to the De Minimis Regulations. The Government has introduced its own rules regarding state subsidies. Discretionary rate relief is considered a subsidy under the rules, but the matters that must be considered all relate to the effect of the subsidy on international trade. In making an award the Council must consider the award of relief:

- affects international trade;
- is prohibited under World Trade Organisation (WTO) rules;
- are in line with those agreed by the UK-EU Cooperation and Trade Agreement
- are unlikely to trigger a dispute under WTO trade rules

14.2 It is expected that in most cases an award of discretionary relief would not breach State Subsidy rules. However, for cases where the Council believes a breach may be possible the recipient of the relief will be asked to complete and return a state subsidy declaration. If this is not completed and returned the application will be refused.

15 POLICY REVIEW

15.1 The Council will review the Discretionary Rate Relief policy on an annual basis, but the Council reserves the right to review and revise the policy at any time as a result of information gained through operating the policy or in response to Government initiatives.

15.2 The Cabinet Member for Finance and Low Carbon in conjunction with the Director of Finance are authorised by Cabinet to agree any revisions to the policy.

Local Welfare Provision Policy 2023/24

**Guidelines for the operation of the Local Welfare
Provision Scheme.**

March 2023

1. Introduction

- 1.1 The Welfare Reform Act 2012 ended the provision of Community Care Grants and Crisis Loans for living expenses under the Discretionary Social Fund administered by the Department for Work and Pensions (DWP).
- 1.2 Funding was transferred from the DWP to Local Authorities (LAs) from 1 April 2013 to provide a locally administered scheme to help vulnerable residents in the Borough.
- 1.3 There was no statutory duty requiring LAs to deliver a scheme, but Oldham Council considered it to be in the best interests of the residents of the Borough to do so. As a result of the reduction in funding the Council administered a scheme in a way that ensures the funding provides support to Oldham's most vulnerable residents.
- 1.4 Oldham's scheme is known as the Local Welfare Provision (LWP) scheme.
- 1.5 As a Co-operative Council, the Council is committed to making the most of the strengths that lie in communities and neighbourhoods across the borough. This is reflected in the LWP scheme, which makes use of the expertise and local knowledge of community groups, charitable organisations, and partner agencies in working together to support residents in difficult circumstances.
- 1.6 Oldham Council is also committed to supporting local people to find sustainable, long-term solutions, so that help is provided to prevent people from facing crises and needing support in the future. As part of the process of assessing a claim for LWP, the Council seeks to identify whether applicants could benefit from other forms of support (such as benefit, debt or budgeting advice) which gives them the tools to address the root causes of any short-term problems which are causing them to turn to LWP for help.

2. Purpose of the Scheme

- 2.1 The purpose of the Local Welfare Provision Scheme is to provide support:
 - To meet short term emergency/immediate support needs of vulnerable residents.
 - To assist vulnerable residents to establish or maintain a home in the community.
- 2.2 Examples of the types of residents and the circumstances where an award may be considered are:
 - Care Leavers under the age of 25
 - People who have suffered a disaster/crisis such as fire or flood
 - Families under exceptional pressure
 - People who are homeless or rough sleepers
 - Vulnerable older people
 - People fleeing domestic violence
 - People moving out of institutional or residential care
 - People moving to supported accommodation/independent living
 - People who are leaving prison or detention centres
 - People who are chronically or terminally ill
 - People with alcohol or drug issues

- People with learning difficulties.
- People returning to work after a short term on benefit

This list is not exhaustive.

3. Principles of the Scheme

3.1 The LWP scheme is based around the following principles:

- The Council will treat each customer fairly and equitably with full consideration being given to their circumstances.
- The LWP scheme is a fund of last resort, this means that the Council will provide support to people who cannot access support through any other means. This will ensure that funding is retained to support those residents who are unable to access funding from other sources. The scheme is discretionary, which means an applicant does not have a statutory right to payment.
- The Council will consider making an LWP award to applicants who meet the qualifying criteria specified in this policy, providing that there is sufficient funding available.
- In each financial year the Council will spend no more on LWP awards than the DWP makes available in grant funding for the scheme.
- The Council reserves the right to vary the operation of the scheme during the year to ensure that the level of awards made does not exceed the funding available. This will be exercised through a formal review process.
- The Council will provide support to applicants by means of signposting or referrals to other partners, regardless of the outcome of their claim for LWP, to avoid a future need to claim LWP.
- The Council will consider bids for funding from groups / organisations who provide support to Oldham residents. Successful bids will be awarded monies from the fund providing there is sufficient funding.

4. Eligibility Criteria

4.1 To be eligible for an award the applicant must be:

- aged 16 or over
- be a resident of the borough or be able to demonstrate that they are about to become a resident of the borough
- in receipt of one of the following:
 - Income Support
 - Income-based Jobseeker's Allowance
 - Employment and Support Allowance (income-related)
 - Pension Credit
 - Universal Credit
 - Housing Benefit

- Council Tax Reduction
- Child/Working Tax Credit
- Disability Living Allowance
- Personal Independence Payment
- Awards may be given in exceptional circumstances to applicants who are not in receipt of one of the above benefits.

4.2 An award will not be made where:

- help is likely to be available from other funds or schemes
- the applicant has access to other funds which could be used to cover the costs, such as savings, credit cards, overdraft facilities, loans.
- the applicant owns a property other than the one in which they live.
- the need for LWP has been self-imposed by the applicant e.g., a benefit sanction enforced, loss of employment due to misconduct etc. except in exceptional circumstances e.g., unjust sanction where there is no other support available. Must be supported by a trusted referrer or support worker.
- the applicant has received an LWP award in the past 6 months (in cases of significant exceptional need the criteria can be relaxed).

5. The Application Process

5.1 The application process is clear, transparent and accessible.

5.2 Applicants can request support through several access channels:

- online via the Council website
- through a dedicated telephone line
- through a trusted referrer - these will be in a wide range of organisations across the Borough.

5.3 The application can be made by:

- the person to whom the application relates (the applicant)
- another person on behalf of the applicant (the representative)

5.4 The application process is designed to provide consistent and fair decision making by gathering appropriate data and supporting information in an accessible way.

5.5 The Council may request reasonable evidence in support of an application for an LWP award.

- The applicant will be asked to provide the evidence within 10 working days of the request although this can be extended in appropriate circumstances.
- If the applicant is unable to or does not provide the required evidence within the timeframe stipulated, then the application will be treated as withdrawn by the applicant.
- The Council reserves the right to verify any information or evidence that the applicant supplies with third parties including other council departments, government agencies, other local authorities, external organisations or

individuals. The Council may also use the information for the detection and prevention of fraud.

- Under new data sharing powers contained within the Welfare Reform Act 2012 those administering the scheme will have access to DWP data in relation to benefits to support decision making.

5.6 The Council will signpost or refer the applicant to other sources of funding rather than make a LWP award.

6. Decision Making

6.1 In deciding whether to make a LWP award the Council will take a holistic look at the applicant's needs and circumstances, as well as the amount of funding available in the LWP fund and the anticipated demand for this funding.

6.2 The Council will consider:

- the financial circumstances of the applicant, their partner, their dependents, and anyone else who lives with them
- any sources of credit, such as cash cards, store cards, credit cards, cheque cards, cheque accounts, overdraft facilities and loans
- any other help which is likely to be available from other funds or schemes
- any expenditure of the applicant, any partner, their dependents and anyone else who lives with them
- the level of debt the applicant and their family has
- any medical issues, or other exceptional needs, of the applicant, their partner, their dependents, anyone else who lives with them
- whether an LWP award could address the needs of the applicant
- whether granting an award would help prevent further or additional needs.

6.3 If the Council decides that an LWP award can be made they will determine the type of support to be awarded.

7. Types of Support

7.1 LWP is available to help with the provision of:

- Beds and Bedding
- Essential domestic appliances/cookware
- Essential domestic furniture
- Clothing
- Emergency transport costs
- Food
- Utility costs (including connection/reconnection)
- Provision of heating appliances

This list is not exhaustive.

7.2 LWP awards would not normally be given for:

- A television or satellite cost or repair
- Installation of a telephone or telephone line
- Housing costs or arrears of rent
- Costs which can be met from other sources
- Debts
- Motor vehicle expenses
- TV license
- Costs associated with care provision

This list is not exhaustive.

7.3 The Council has the discretion to determine which goods or services are essential and will consider the circumstances of each claim.

8. Methods of Support

8.1 The Council will determine the most appropriate method of support to be provided to successful applicants. The decision will be made based on the type of support required and the individual's circumstances.

8.2 The Council may make awards of support to:

- the applicant
- their partner
- an appointee or authorised representative

8.3 The Council will make awards in the following ways:

- Vouchers for food
- Order and payment by the Council to suppliers of suitable goods or services
- Pre-payment cards for goods and utilities
- Cash payments will only be awarded in exceptional circumstances.

This list is not exhaustive.

9. Notification

9.1 The applicant and any other interested party such as representative or trusted referrer will be notified of the outcome of the application on the day the decision is made.

9.2 The Council will notify the applicant of the decision by the most appropriate method. This may be by telephone call, letter or email.

9.3 Where the application is successful, the notification will include details of:

- the amount of the award;
- the purpose for which the award should be used;
- the method of support
- signposting to websites and contacts for other support agencies.

- 9.4 Where the application is unsuccessful or the award does not meet the full level of support that the applicant requested, the notification will include:
- an explanation of the reasons why the application was unsuccessful
 - details of the right to request a review
 - signposting to websites and contacts for other support agencies.

10. Rights of Review

- 10.1 LWP awards are not subject to a statutory appeals process.
- 10.2 An applicant (or their representative) who disagrees with a decision may request an explanation of why their application was refused, or why they were not granted the full level of support they applied for.
- 10.3 The request must be received by the Council within 14 days of the date the decision was notified.
- 10.4 The request can be made
- Online via e-mail
 - By telephone through a dedicated telephone line
 - In writing
- 10.5 Where possible, the Council will try to resolve the matter by explaining the reasons for the decision to the applicant or their representative either verbally or in writing.
- 10.6 Where the applicant remains dissatisfied with the explanation provided, they may request a review of the decision.
- 10.7 Any request for review must be received by the Council within one calendar month of the LWP decision being notified to the applicant.
- 10.8 The Council will review the decision made in relation to the application. The review will be undertaken by an officer who was not involved in the original decision.
- 10.9 The Council may request additional evidence to support the review. The applicant will have one calendar month to respond to any request for further information. If no response is received within this period, a review will be undertaken based on the information already gathered by the Council.
- 10.10 The applicant (or their representative) will be notified in writing of the outcome of the review.
- 10.11 There is no right to appeal via the Independent Review Service (the agency which currently reviews discretionary Social Fund decisions made in Jobcentre Plus offices). However, the customer or their representative will have the right to make a complaint to the Local Government Ombudsman.

11. Fraud and recovery of awards

- 11.1 If the Council becomes aware that the information contained in an application for a LWP award was incorrect or that relevant information was not disclosed either intentionally or otherwise the matter will be investigated.
- 11.2 Any applicant who tries to fraudulently claim a LWP award may be committing a criminal offence under the Fraud Act 2006, and this could lead to criminal proceedings.
- 11.3 The Council will seek to recover the value of any LWP award made as a result of a fraudulent application.

12. Monitoring

- 12.1 The scheme is subject to monthly reporting and review.
- 12.2 ICT systems have been implemented which provide detailed and robust management information to allow continuous monitoring and real time information in relation to:
- payment of awards
 - methods of payment
 - projected allocation of funds
 - awards made
 - equalities data
 - speed of awards
 - number of reviews
 - outcome of reviews
 - referrals or signposting to other agencies

13. Publicity

- 13.1 The Council will publicise the scheme and provide information to relevant agencies, stakeholders and other Council services, including a list of trusted referrers.

14. Scheme Review

- 14.1 The Council reserves the right to review and revise the scheme at any time based on information gained as a result of operating the scheme.
- 14.2 The Cabinet Member for Finance and Low Carbon in conjunction with the Director of Finance are authorised by Cabinet to agree to any revisions to the scheme.
- 14.3 The latest version of the policy is available on the Council website

Discretionary Housing Payment Policy 2023/24

**Guidelines for the operation of the Discretionary
Housing Payment Scheme.**

March 2023

1. Introduction

- 1.1 In July 2001 the Discretionary Housing Payment Scheme was introduced giving Councils' powers to make Discretionary Housing Payments (DHPs) to top up Housing Benefit and Council Tax Benefit.
- 1.2 The DHP policy has been revised to reflect changes to the benefits system introduced by the Welfare Reform Act 2012; this includes the introduction of Universal Credit, the size criteria and the benefit cap.
- 1.3 From April 2013 Council Tax Benefit was replaced by a localised Council Tax Reduction (CTR) scheme and from that date, awards of DHP no longer covered help with paying Council Tax. From April 2019, the Council has instead made provision for the award of Exceptional Hardship Payments (EHPs) to support those facing exceptional hardship in paying their Council Tax. Information about EHPs can be found on the Council's website www.oldham.gov.uk
- 1.4 This policy has been developed based on the Discretionary Housing Payments Good Practice Guide (updated May 2022) issued by the Department for Works and Pensions.
- 1.5 All officers involved in the consideration and processing of DHP applications will adhere to this policy.
- 1.6 The purpose of this policy is to specify how Oldham Council will operate the DHP scheme and indicate some of the factors that will be considered when assessing if a DHP can be made. Each case will be treated strictly on its merits and all customers will be treated equally and fairly.
- 1.7 The Discretionary Housing Payments Government contributions for 2023/24 is £428,970. This budget will be allocated to support those most in need, including those affected by Welfare Reform.

2. Purpose of the Scheme

- 2.1 Oldham Council will consider making a DHP to customers who meet the qualifying criteria as specified in this policy. Oldham Council will seek through the operation of this policy to:
 - alleviate poverty
 - encourage and sustain people in employment
 - sustain tenancies and prevent homelessness
 - support vulnerable young people in the transition to adult life
 - encourage Oldham residents to obtain and sustain employment
 - safeguard residents in their homes
 - help those who are trying to help themselves
 - keep families together
 - support vulnerable or elderly in the local community
 - help claimants through personal crises and difficult events
 - promote good educational outcomes for children and young people
 - support those affected by welfare reform
 - support care leavers up to the age of 25

3. Principles of the scheme

3.1 The main features of the DHP scheme are that:

- DHP's are not payments of Housing Benefit (HB)
- there must be entitlement to the minimum amount of HB or Universal Credit including the housing element for rental costs (UCHE), for any period that a DHP is awarded.
- the operation of the scheme is for Oldham Council to determine
- it is a discretionary scheme
- a customer does not have a statutory right to a payment
- the amount that can be paid by Oldham Council in any financial year is cash-limited by the Secretary of State and may be reduced, or increased in subsequent years
- the support should be seen as short term. However, in some instances the award can be used to provide longer-term support.

DHP's cannot be used to;

- pay ineligible service charges
- minimise the effect of DWP sanctions
- make payment when HB/UCHE is suspended or
- when a customer does not have a minimum entitlement of HB or UCHE

N.B. The housing costs to which the DHP relates do not have to be the housing costs of the property for which the benefit is awarded. For example, DHP can be used for a rent deposit or rent in advance for a property that the claimant is yet to move into, if the applicant is already entitled to HB or UCHE for their present home.

4. The Application Process

4.1 A request for a DHP is made by the completion of an online application form which is available from the council website www.oldham.gov.uk/DHP

4.2 The claimant will be required to submit the e-form to the Council. The Council will request further information as required and/or verify any information or evidence provided. The Evidence must be provided within one month of the request, although this can be extended in appropriate circumstances. If the customer is unable to or does not provide the required evidence, the Council will still consider the application based on the information it does hold such as on the HB database and/or DWP systems.

4.3 Oldham Council will first explore options available to the claimant and will liaise with the homelessness prevention team in order to negotiate with the landlord a more affordable rent (where it is appropriate to do so.)

4.4 Oldham Council will make referrals to internal services and external advice agencies that can provide advice and information on managing finances and personal budgeting, where this could assist in providing a long-term financial solution.

4.5 Oldham Council will also undertake proactive exercises to determine specific categories of claimant who may be eligible for a DHP. These cases may be awarded a DHP without completing an application form.

5 Deciding whether to award a DHP

5.1 In deciding whether to award a DHP, the Council will consider:

- the shortfall between HB/UCHE and rent liability;
- any steps taken by the customer to reduce their rent liability, such as seeking to take on more affordable accommodation
- the financial circumstances of the customer, any partner, their dependents and other occupiers of their household
- the income and expenditure of the customer, any partner, their dependents and other occupiers of their household
- any savings or capital the customer or any partner, their dependents and other occupiers of their household may hold
- the level of indebtedness of the customer and their family;
- any medical issues, or other special needs, of the customer, partner or dependents, or other members of their household;
- the nature of the circumstances of the customer, for example where the customer has moved house in order to find more affordable accommodation and the fares to their place of work are now considerably higher;
- whether the circumstances of the customer are such that a DHP would not alleviate the problems of the customer within a reasonable period (say 12 months);
- the Local Housing Allowance rates.
- the effect of the April 2013 Size Criteria changes for Social Housing Tenants; Priority will be given to those who:
 - have had a property significantly adapted to meet disablement needs
 - need additional space because of their disability
 - are taking the necessary steps to either downsize or take on a boarder/lodger, (but see circumstances when a DHP will not be awarded at 8.1 below)
- the effect of the Benefit Cap changes to Housing Benefit. Priority will be given to those who can demonstrate that they are;

- taking the necessary steps to help themselves and are working towards getting a job or additional income to meet the loss in HB/UCHE
- taking the necessary steps to move to cheaper alternative accommodation, but see circumstances when a DHP will not be awarded in 6.1 below

- any other special circumstances the Council are aware of
- the possible impact on the Council of not making such an award, e.g., the customer becoming homeless, fuel poverty, child poverty etc., and the costs associated with this
- the amount available in the DHP budget (the Council's overall cash limit is determined by the Government);

5.2 The Council will decide how much to award based on all the circumstances. This will be any amount between the rental liability and the amount of benefit already awarded. i.e., part or all of the shortfall in the rent.

5.3 An award of DHP does not guarantee that a further award will be made at a later date even if the customer's circumstances have not changed.

6 Circumstances when a DHP will not be awarded

6.1 When a DHP application is received from a customer who cannot demonstrate that they are taking the necessary steps to help themselves i.e., they have not approached, or are not in continual engagement with relevant bodies that will help support them.

6.2 When a DHP application is received from a customer who is not considered to be a settled resident in Oldham i.e., is not living and claiming HB/UCHE in the boundary area for the borough.

6.3 When a DHP application is received from a customer that shows the overall income exceeds the outgoings or where the application shows there is unreasonable expenditure.

7 Period of Award

7.1 The Council will decide the length of time for which a DHP will be awarded based on the evidence supplied and the facts known.

7.2 The start date of an award will normally be:

- the Monday following the date the application for DHP is received, or
- the date on which entitlement to HB or UCHE commenced (providing the application for DHP is received within one calendar month of the claim for HB/UCHE being decided), whichever is the earlier or the most appropriate.

- The Council will not usually award a DHP for a period exceeding 26 weeks. DHPs are intended as short-term assistance and the claimant will be expected to make clear attempts to improve their financial and housing circumstances during any award. In exceptional circumstances the Council will consider an indefinite award or until such a time the customer's circumstances change.
- Claimants may make subsequent applications once their initial award has expired or if their circumstances have changed or worsened if their original application has been previously refused. There is no guarantee that future applications will result in a DHP award or at the same level of award, but each case will be treated on its own merits.
- The Council will consider any reasonable request for backdating an award, but this consideration will normally be limited to the current financial year.

7.3 All awards will be dependent on the funding available to the Council.

8 Payment of One-Off Lump Sums

8.1 The Council will consider all reasonable requests for one off lump sum payments for example for; rent deposit, help with removal costs and rent in advance but usually only where benefit is not being paid direct to the landlord.

8.2 Any one-off lump sum payment for rent in advance and rent deposit will usually be restricted to a maximum that is equal to one-month contractual rent.

8.3 DHPs can be awarded for a rent deposit or rent in advance for a property that the claimant is yet to move into if they are already entitled to HB or UC at their present home.

8.4 When awarding DHPs for a rent deposit or rent in advance, it must be established that:

- the property is affordable for the tenant; and
- the tenant has a valid reason to move; and
- the deposit or rent in advance is reasonable; and
- The move is within the borough.

8.5 It must be established with the claimant whether they:

- are due to have a deposit or rent in advance in respect of their existing tenancy returned to them; or
- have received assistance from another department within the Council with a rent deposit (such as a rent deposit guarantee scheme or similar).

9. Change of Circumstances

9.1 The claimant must inform the Council if there has been a change in the claimant's circumstances.

10. Notification

10.1 Oldham Council will notify the customer of the outcome of their request within fourteen days of making a decision.

Where the application is successful, Oldham Council will inform the customer of:

- the weekly amount of the award;
- the period of the award;
- the reason for the award;
- the method of payment;
- the conditionality (requirement to undertake take certain activities), where appropriate;
- the need to report changes of circumstances;

Where the request for a DHP is unsuccessful Oldham Council will explain the reasons why the decision was made and explain their rights for a review of the decision.

11. Payment of a DHP

11.1 The Council will decide the most appropriate person to pay based on the circumstances of each case. This includes:

- the customer;
- their partner;
- an appointee;
- their landlord (or an agent of the landlord);
- any third party to whom it might be appropriate to make payment.

11.2 The Council will pay an award of DHP by electronic transfer

11.3 Payment frequency will normally be made in line with the HB/UCHE award.

12. Overpayments

12.1 The Council will seek to recover any DHP found to be overpaid. Normally this will involve issuing an invoice to the customer or the person to whom the award was paid.

12.2 The Council will not normally seek recovery for any overpayment of DHP caused through our error.

12.3 A decision that a DHP is overpaid will be notified by decision letter. The claimant may request a review of the decision based upon the grounds that:

- the calculation of the overpayment is incorrect
- the overpayment should not be recoverable as it was caused by Council error.

13. Fraud

- 13.1 Oldham Council is committed to the fight against fraud in all its forms. Where the Benefits Service suspects that such a fraud may have occurred, the matter will be investigated as appropriate, and this may lead to criminal proceedings being instigated. Any customer who tries to fraudulently claim a DHP might have committed an offence under the Theft Act (2006).

14. Review of a Decision

- 14.1 Oldham Council can review a DHP decision in the event of a dispute, either at the time of the initial rejection or after a cancellation or recovery.
- 14.2 A DHP decision cannot be appealed to a Housing Benefit Tribunal. However, the claimant may take any disputes to the local government ombudsman, where there is an allegation of maladministration.

15. Publicity

- 15.1 Oldham Council will publicise the scheme internally and externally through the Council's website and the use of partner organisations working with all interested parties to achieve this. A copy of this policy statement will be available on the Council's website.

16. Monitoring

- Oldham Council will retain overall responsibility for the monitoring of DHP awards against DHP budget, to ensure the scheme is administered in accordance with Council policy and within Government and Council budget.
- Discretionary Housing Payments may be delivered by other organisations on behalf of Oldham Council.

17. Further assistance and information

- Residents will be signposted and referred to other organisations which can provide assistance and support.
- Information will be available at http://www.oldham.gov.uk/info/100001/benefits_and_money

18. Policy Review

- 18.1 The Council reserves the right to review and revise the policy at any time based on information gained as a result of operating the scheme.
- 18.2 The Cabinet Member for Finance and Low Carbon in conjunction with the Director of Finance are authorised by Cabinet to agree any revisions to the policy.

Empty Property Premium Policy

**Guidelines for the consideration of exceptions to the
Empty Property Premium.**

March 2023

1 INTRODUCTION AND SCOPE

- 1.1 This policy sets out the Council's approach to requests from property owners to be excepted for payment of premiums regarding their long-term empty property. This guidance demonstrates that the Council is fair, consistent in its approach.
- 1.2 The Local Government Finance Act 2012 allows Local Authorities the discretion to apply Council Tax Empty premiums for properties unoccupied and unfurnished (long-term empty) for over 2 years, and to determine its own discounts for unoccupied and unfurnished properties.
- 1.3 The Rating (Property in Common Occupation) and Council Tax (Empty Dwellings) Act 2018 allowed the Council to increase the Empty Property premium up to 100% for properties considered long term empty for over 2 years, a 200% premium for properties considered long term empty properties for over 5 years from April 2020 and a further 300% premium for long term empty properties for over 10 years from April 2021
- 1.4 The Local Government Finance Act 1992 Section 11B (8), sets out the criteria for determining whether a property is considered long-term empty which is that the property has been unoccupied and substantially unfurnished for a continuous period of at least 2 years.
- 1.5 The Council has determined to levy Council Tax Premiums as set out below:
 - From April 2019 - A maximum 100% Empty Property premium for Properties considered long term empty over 2 years.
 - From April 2023 - A maximum 200% Empty Property premium for Properties considered long term empty over 5 years.
 - From April 2023: - A maximum 300% Empty Property premium for Properties considered long term empty over 10 years.
- 1.6 This policy will be reviewed on an annual basis, or as required, in response to changes in legislation or the priorities of the Council. The Cabinet Member for Finance and Low Carbon, in conjunction with the Director of Finance is authorised to vary the criteria, funding and application processes set out in this policy to ensure it continues to remain fit for purpose and within budget.

2 PRINCIPLES OF THE EMPTY PROPERTY PREMIUM POLICY

- 2.1 The Council will consider waiving the Council Tax Premium for property owners who meet the qualifying criteria specified in these guidelines. The Council will treat all applications on their individual merits, and will seek through the operation of these guidelines to grant exceptions to liability for the Council Tax Premium:
 - For those owners who are genuinely attempting to sell or let their property which has been vacant for at least two years.

- Those owners who are experiencing particular legal or technical issues which are preventing the sale or letting of the property.
- Cases where the dwelling has remained empty beyond a two-year period due to exceptional and unforeseen circumstances and/or any other circumstances that prove to be beyond the control of the owner/liable person.
- Cases where imposition of the Council Tax Premium would result in hardship and a reasonable person would regard the imposition as unfair.

3 MAKING AN APPLICATION

- 3.1 Any application for the removal of an Empty Property Premium must be made on an application form provided by the Council and signed by the owner of the long-term empty property.
- 3.2 A Council Officer may make an appointment to visit any applicant who for whatever reason is unable to complete the application form or to confirm the details provided which may necessitate being given access to the premises.
- 3.3 The Council may request any (reasonable) evidence in support of an application, but the applicant will be asked to provide the evidence within one month of such a request although this may be extended in appropriate circumstances.
- 3.4 The Council reserves the right to verify any information or evidence provided by the Applicant, with third parties where appropriate.
- 3.5 Payment of Council Tax including the premium may not be withheld whilst awaiting the outcome of an application or the review of a previous decision.

4. PERIOD OF EXCEPTION

- 4.1 In all cases, the Council will decide the length of time for which an exception will be awarded based on the evidence supplied and the facts known.
- 4.2 The start date of an exception is normally the date the application is received by the Council, providing it is satisfied the reasons for the exception existed at that time and the exception will continue to the end of the financial year in which the application is made. If circumstances remain the same the applicant will need to submit a new claim for the new financial year.
- 4.3 The Council reserves the right to make routine inspections of the property at any point during the period of the exception.
- 4.4 The Council will comply with any Regulations issued by the Secretary of State in relation to any application and have regard to any related national policy guidance.

5 AWARDING AN EXCEPTION TO LIABILITY FOR THE COUNCIL TAX PREMIUM

5.1 In deciding whether to award an exception to payment of the Council Tax Premium, the Council will consider the following criteria:

5.1.1 For those owners who are genuinely attempting to sell or let their property which has been vacant for at least two years:

- Has professional advice and assistance been obtained?
 - A professional agent with specialist knowledge of the locality must have been engaged.
- Have any offers to purchase or rent the property been received?
 - If yes – why were those offers refused?
 - Written confirmation of the reasons for refusal will be required from a professional agent
- Is the sale price or rental in line with recent sale or rental prices for similar properties in the locality?
 - If not, does this property have special features that reasonably warrant a higher value or rent?
- Has the property been put up for sale by public auction?

5.1.2 Government guidance regarding consideration of the removal of premiums for properties for sale and rent can be found using the link below.

<https://www.gov.uk/government/publications/council-tax-empty-homes-premium/council-tax-empty-homes-premium-guidance-for-properties-for-sale-and-letting>

5.1.3 For those owners who are experiencing particular legal or technical issues which are preventing the sale or letting of the property

- Is there a legal difficulty or issue which is preventing the sale or letting of the property? (Other than waiting on planning or building control approvals).
 - A Solicitor's or Legal Conveyancer's letter should be produced in evidence detailing the reasons preventing sale or letting.
- Is a sale or letting being delayed by the actions of a Public Body?
 - Full details must be provided upon request.

5.1.4 Cases where the dwelling has remained empty beyond a two-year period due to exceptional and /or unforeseen circumstances and / or occasionally any other circumstances, proven to be beyond the control of the owner/liable person.

- Are the circumstances exceptional or unforeseen?

- Decision to be based on evidence, considered on the merits of each individual case.

5.1.4 Cases where imposition of the Council Tax Premium would result in hardship and a reasonable person would regard the imposition as unfair.

- Will imposition of the Council Tax Premium result in the owner suffering hardship?
 - Granting an exception under this criterion is likely to be the exception rather than the rule as it is expected most exceptions will be granted under earlier criteria.

6 CHANGES OF CIRCUMSTANCES

6.1 The Council may need to revise the decision to grant an exception to the Premium if it becomes aware that the applicant's circumstances have materially changed. Individuals must advise the Council of any change in circumstances affecting the decision, within 21 days of the change. Failure to do so may result in the exception being revoked in full.

7 NOTIFICATION

7.1 The Council will inform the applicant in writing of the outcome of their application within 28 days of receipt, or as soon as possible after. Where the application is unsuccessful, the Council will set out the reasons why this decision was made and explain the right of review.

8 THE RIGHT TO SEEK A REVIEW

8.1 As the exceptions to the Premium in this policy are determined locally any decisions are not subject to a statutory appeals mechanism. The Council will therefore operate its own procedures for dealing with appeals against a refusal to award an exception to the Premium.

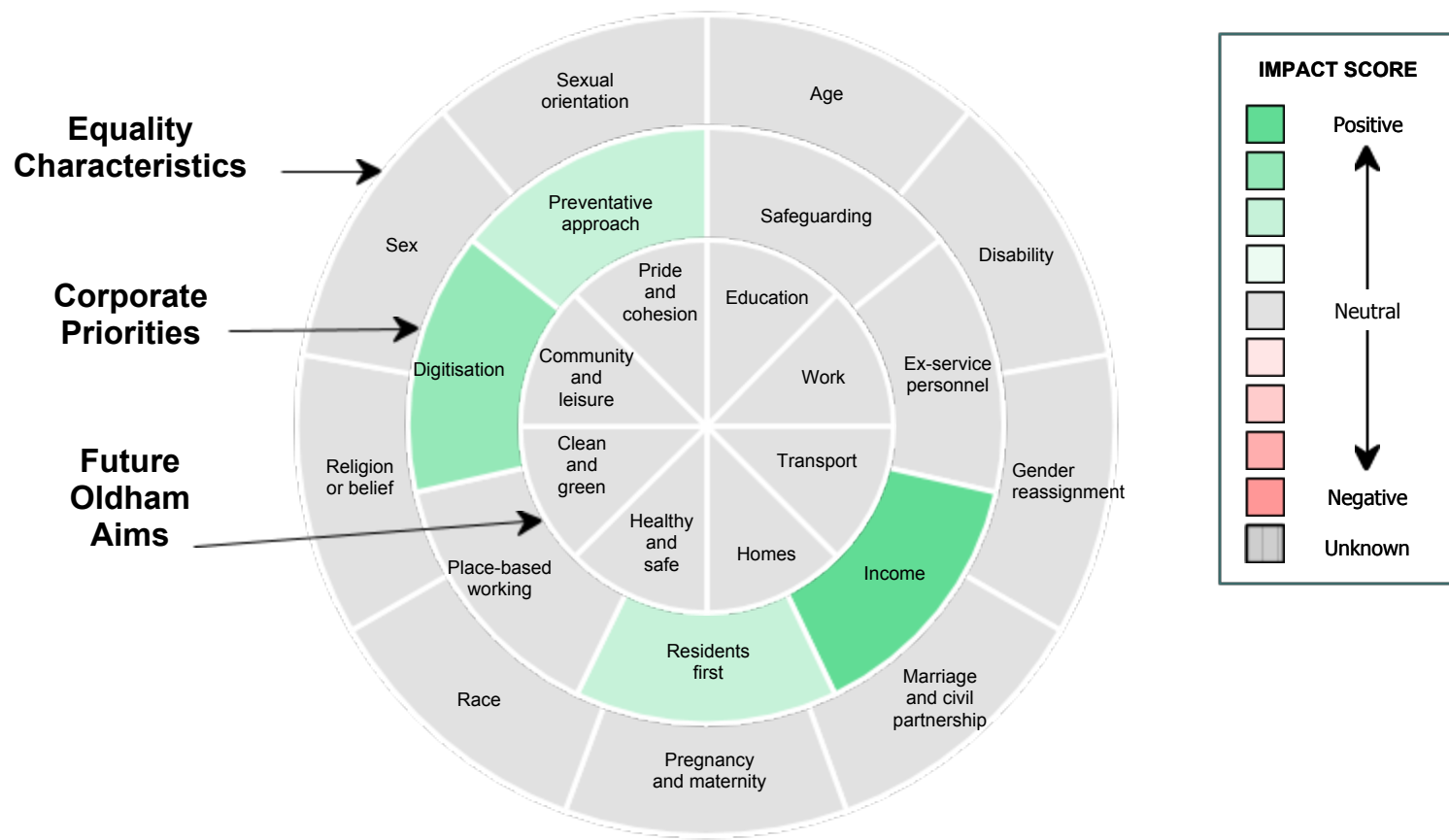
8.2 Decisions will be determined at management level by the Exchequer Client Manager (Revenues) or equivalent post holder.

8.3 An applicant (or their appointee or agent) who disagrees with a decision not to award an exception may dispute the decision. A request for a review must be made in writing to the Assistant Director, Revenues and Benefits within one calendar month of the written decision being issued.

8.4 The Assistant Director, Revenues and Benefits will review all the evidence held and may ask for further clarification to be provided. A decision will be made within 28 days of the request for a review. The decision will be notified to the claimant in writing, setting out the reasons for the decision.

8.5 There is no further right of appeal following this review, and a refusal will not be considered as a complaint under the Councils Complaints policy.

Discretionary Council Tax Policy



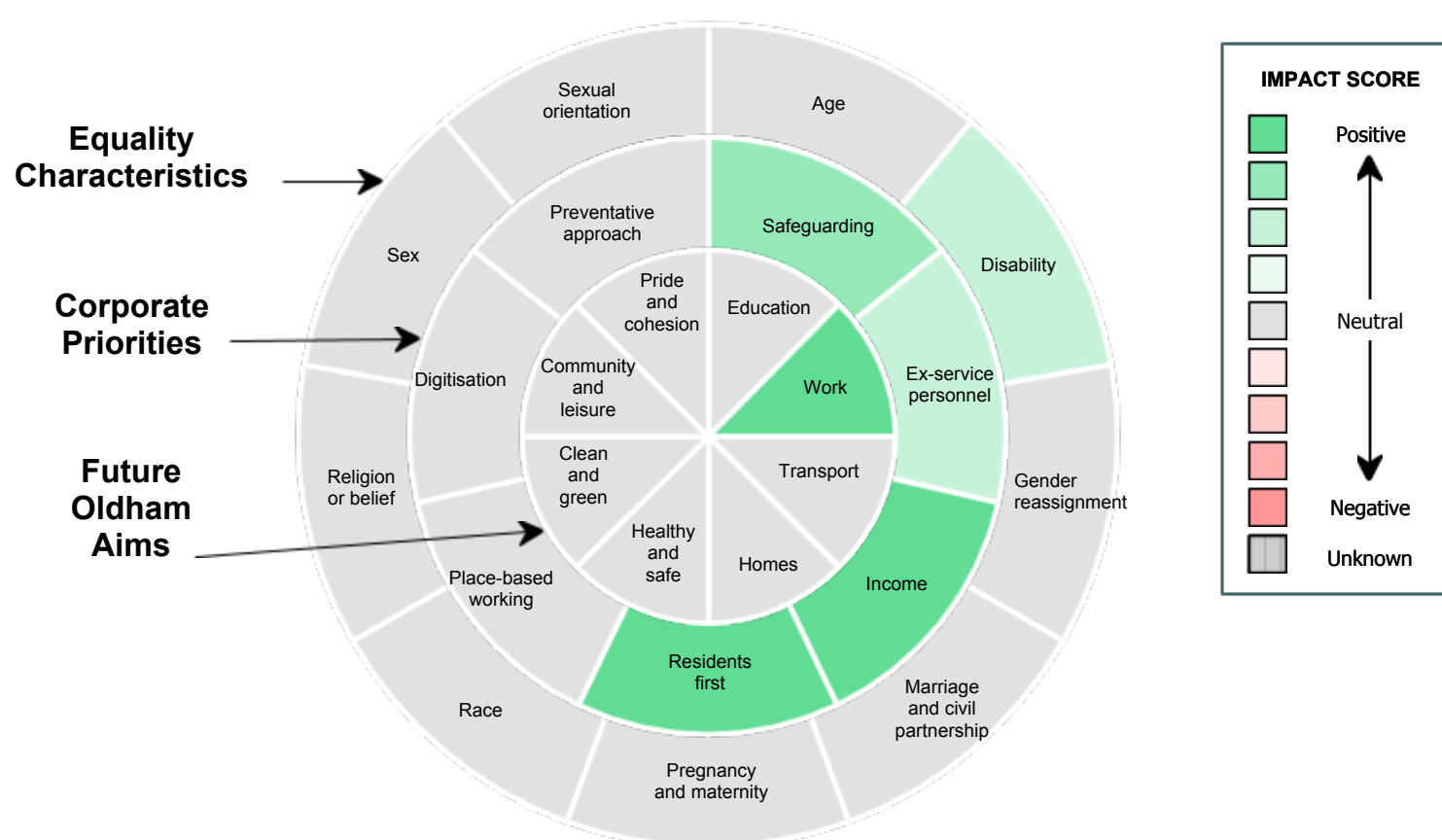
Discretionary Council Tax Policy				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age	Neutral	Possible	Short Term	
Disability	Neutral	Possible	Short Term	
Gender reassignment	Neutral	Possible	Short Term	
Marriage and civil partnership	Neutral	Possible	Short Term	
Pregnancy and maternity	Neutral	Possible	Short Term	
Race	Neutral	Possible	Short Term	
Religion or belief	Neutral	Possible	Short Term	
Sex	Neutral	Possible	Short Term	
Sexual orientation	Neutral	Possible	Short Term	
Corporate Priorities				
Safeguarding	Neutral	Possible	Short Term	
Ex-service personnel	Neutral	Possible	Short Term	
Income	Strong Positive	Very Likely	Long Term	Residents experiencing a sudden exceptional drop in income causing financial hardship can apply for a discretionary reduction in Council Tax through Exceptional Hardship payment scheme.
Residents first	Moderate Positive	Very Likely	Short Term	The policy provides a mechanism and transparent criteria for residents experiencing exceptional circumstances an need request a Discretionary Council Tax discount.
Place-based working	Neutral	Possible	Short Term	
Digitisation	Moderate Positive	Very Likely	Long Term	The Policy allows residents to apply for a Discretionary Council Tax discount through an online form. This provides flexibility to residents but there is also the opportunity for residents to make telephone contact where this is the preferred option.
Preventative approach	Moderate Positive	Very Likely	Short Term	Residents experiencing exceptional circumstances that effects their ability to pay Council Tax can apply for an Exceptional Hardship payment at any time. This could help avoid recovery action or costs.
Future Oldham Aims				
Education	Neutral	Possible	Short Term	
Work	Neutral	Possible	Short Term	
Transport	Neutral	Possible	Short Term	
Homes	Neutral	Possible	Short Term	
Healthy and safe	Neutral	Possible	Short Term	
Clean and green	Neutral	Possible	Short Term	
Community and leisure	Neutral	Possible	Short Term	
Pride and cohesion	Neutral	Possible	Short Term	

Discretionary Business Rate Relief Policy



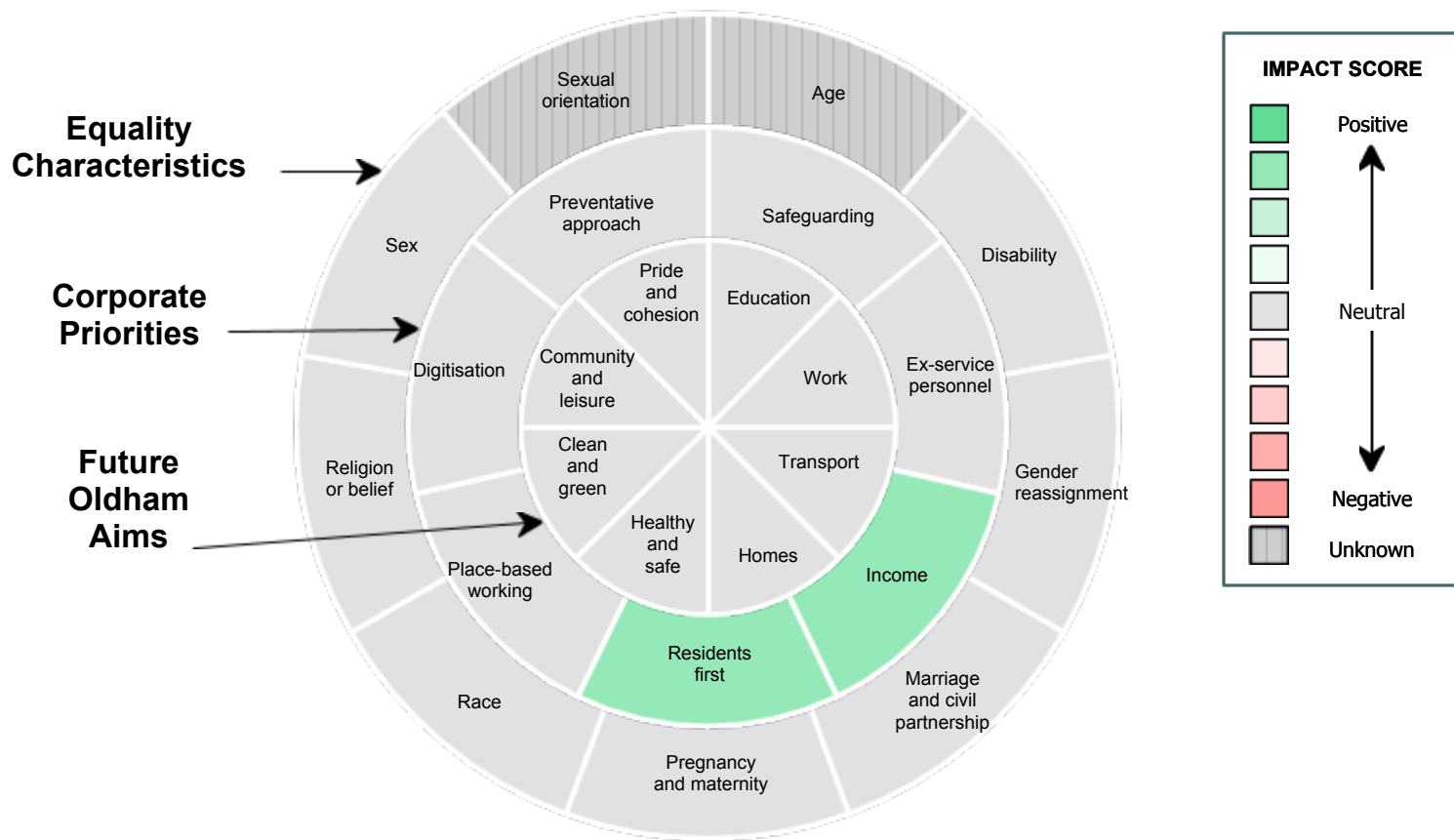
Discretionary Business Rate Relief Policy				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age	Neutral	Possible	Short Term	The policy allows the council to provide discretionary reductions to organisations providing support for those over the age of retirement, community transport, those based on volunteering and residents' associations,
Disability	Strong Positive	Very Likely	Long Term	
Gender reassignment	Neutral	Possible	Short Term	
Marriage and civil partnership	Neutral	Possible	Short Term	
Pregnancy and maternity	Neutral	Possible	Short Term	
Race	Neutral	Possible	Short Term	
Religion or belief	Neutral	Possible	Short Term	
Sex	Neutral	Possible	Short Term	
Sexual orientation				
Corporate Priorities				
Safeguarding	Neutral	Possible	Short Term	
Ex-service personnel	Moderate Positive	Very Likely	Short Term	The Discretionary Business Rate Relief policy provides guidance on considering discretionary reductions of business rates for armed forces veterans associations
Income	Neutral	Possible	Short Term	
Residents first	Neutral	Possible	Short Term	
Place-based working	Neutral	Possible	Short Term	
Digitisation	Neutral	Possible	Short Term	
Preventative approach	Neutral	Possible	Short Term	
Future Oldham Aims				
Education	Neutral	Possible	Short Term	
Work	Neutral	Possible	Short Term	
Transport	Neutral	Possible	Short Term	
Homes	Neutral	Possible	Short Term	
Healthy and safe	Neutral	Possible	Short Term	
Clean and green	Moderate Positive	Very Likely	Short Term	The policy provides guidance on the application of Heat Network Relief. This applies to properties that are wholly or mainly used for the purposes of a heat network and who expect over the next 12 months the heat to be generated from a low carbon source.
Community and leisure	Strong Positive	Very Likely	Long Term	Charitable community organisations and community sports club receive a mandatory 80% reduction in business rates. The discretionary business rates policy allows the Council to consider a reduction for the remaining 20% for those organisations that can evidence the benefit Oldham residents.
Pride and cohesion	Neutral	Possible	Short Term	

Local Welfare Provision Policy



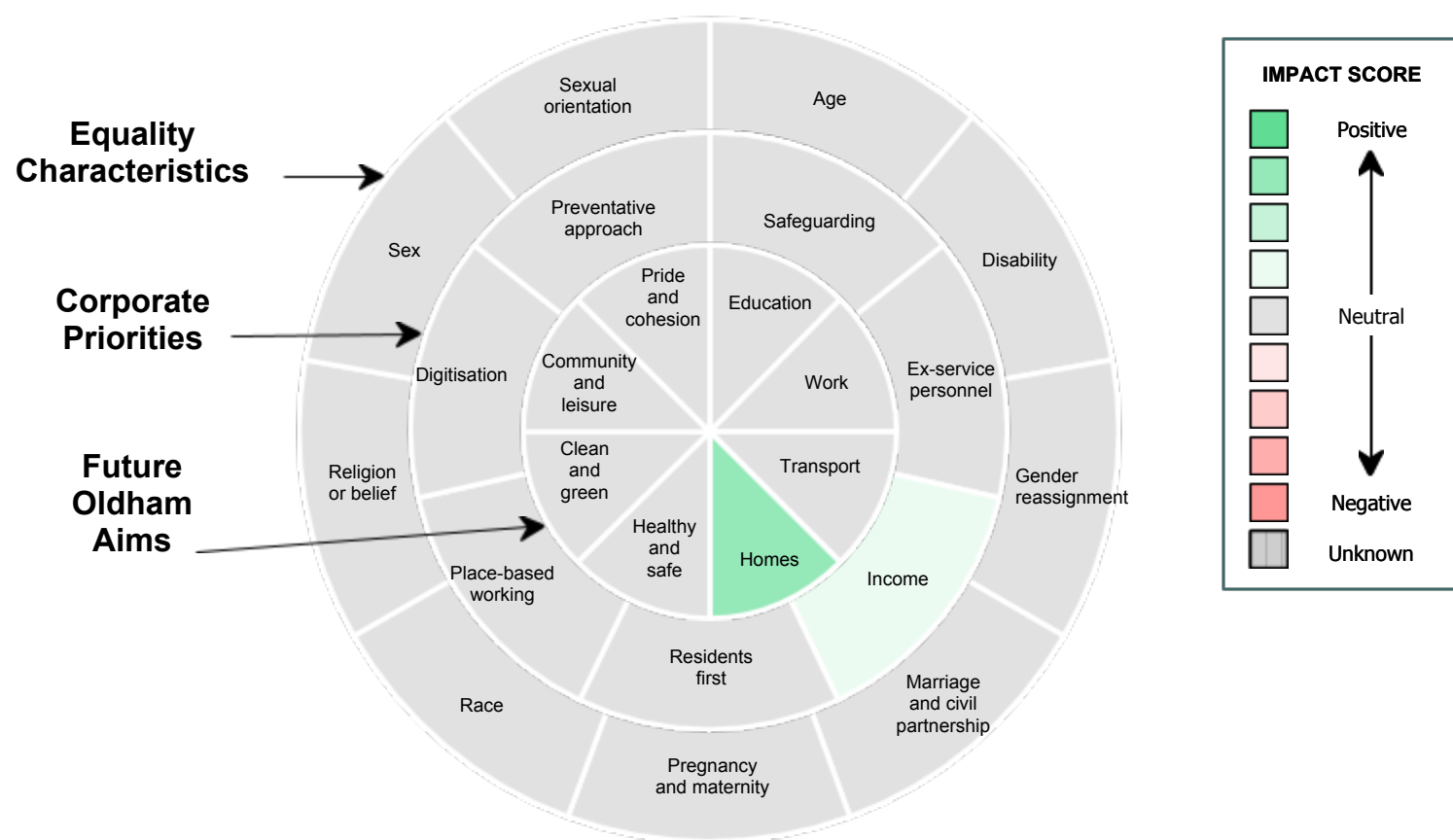
Local Welfare Provision Policy				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age	Neutral	Possible	Short Term	
Disability	Moderate Positive	Very Likely	Short Term	Awards from LWP are considered to be a last resort, however if an applicant is ineligible, Officers will refer applicants to appropriate partner organisations for support
Gender reassignment	Neutral	Possible	Short Term	
Marriage and civil partnership	Neutral	Possible	Short Term	
Pregnancy and maternity	Neutral	Possible	Short Term	
Race	Neutral	Possible	Short Term	
Religion or belief	Neutral	Possible	Short Term	
Sex	Neutral	Possible	Short Term	
Sexual orientation	Neutral	Possible	Short Term	
Corporate Priorities				
Safeguarding	Moderate Positive	Very Likely	Long Term	Examples of potential recipients inc, Care Leavers, people fleeing domestic violence, people moving out of institutional or residential care, people who are chronically or terminally ill, people with alcohol or drug issues, and people with learning difficulties
Ex-service personnel	Moderate Positive	Very Likely	Short Term	Awards from LWP are considered to be a last resort, however if an applicant is ineligible, Officers will refer applicants to appropriate partner organisations for support
Income	Strong Positive	Very Likely	Long Term	The scheme is aimed at providing support to vulnerable low income residents on welfare benefits, however in exceptional circumstances those who are not in receipt of welfare benefits may be considered.
Residents first	Strong Positive	Very Likely	Long Term	There is no statutory duty to deliver this scheme, however the Council continues to fund the scheme to meet short term emergency/immediate support needs of vulnerable residents and to assist vulnerable residents to establish or maintain a home in the community.
Place-based working	Neutral	Possible	Short Term	
Digitisation	Neutral	Possible	Short Term	
Preventative approach	Neutral	Possible	Short Term	
Future Oldham Aims				
Education	Neutral	Possible	Short Term	
Work	Strong Positive	Very Likely	Long Term	The scheme can provide support to low income residents returning to work after a short term on welfare benefits.
Transport	Neutral	Possible	Short Term	
Homes	Neutral	Possible	Short Term	
Healthy and safe	Neutral	Possible	Short Term	
Clean and green	Neutral	Possible	Short Term	
Community and leisure	Neutral	Possible	Short Term	
Pride and cohesion	Neutral	Possible	Short Term	

Discretionary Housing Payment Policy



Discretionary Housing Payment Policy				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age				
Disability	Neutral	Possible	Short Term	
Gender reassignment	Neutral	Possible	Short Term	
Marriage and civil partnership	Neutral	Possible	Short Term	
Pregnancy and maternity	Neutral	Possible	Short Term	
Race	Neutral	Possible	Short Term	
Religion or belief	Neutral	Possible	Short Term	
Sex	Neutral	Possible	Short Term	
Sexual orientation				
Corporate Priorities				
Safeguarding	Neutral	Possible	Short Term	
Ex-service personnel	Neutral	Possible	Short Term	
Income	Strong Positive	Very Likely	Short Term	The scheme allows the Council to provide short term assistance to residents who have a gap between their Universal Credit housing costs/Housing Benefit and their rent so they have the time to adapt their income and expenditure accordingly
Residents first	Moderate Positive	Very Likely	Long Term	The scheme provides a mechanism for the Council to support residents who advise us that they are unable to meet their rental liabilities.
Place-based working	Neutral	Possible	Short Term	
Digitisation	Neutral	Possible	Short Term	
Preventative approach	Neutral	Possible	Short Term	
Future Oldham Aims				
Education	Neutral	Possible	Short Term	
Work	Neutral	Possible	Short Term	
Transport	Neutral	Possible	Short Term	
Homes	Neutral	Possible	Short Term	
Healthy and safe	Neutral	Possible	Short Term	
Clean and green	Neutral	Possible	Short Term	
Community and leisure	Neutral	Possible	Short Term	
Pride and cohesion	Neutral	Possible	Short Term	

Empty Property Premium Policy



Empty Property Premium Policy				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age	Neutral	Possible	Short Term	
Disability	Neutral	Possible	Short Term	
Gender reassignment	Neutral	Possible	Short Term	
Marriage and civil partnership	Neutral	Possible	Short Term	
Pregnancy and maternity	Neutral	Possible	Short Term	
Race	Neutral	Possible	Short Term	
Religion or belief	Neutral	Possible	Short Term	
Sex	Neutral	Possible	Short Term	
Sexual orientation	Neutral	Possible	Short Term	
Corporate Priorities				
Safeguarding	Neutral	Possible	Short Term	
Ex-service personnel	Neutral	Possible	Short Term	
Income	Moderate Positive	Possible	Short Term	The policy provides a mechanism for residents with long term empty domestic properties to request an exemption from Council Tax premiums if they are unable to utilise the property for reasons outside their control and the application of the premium puts them in exceptional financial hardship.
Residents first	Neutral	Possible	Short Term	
Place-based working	Neutral	Possible	Short Term	
Digitisation	Neutral	Possible	Short Term	
Preventative approach	Neutral	Possible	Short Term	
Future Oldham Aims				
Education	Neutral	Possible	Short Term	
Work	Neutral	Possible	Short Term	
Transport	Neutral	Possible	Short Term	
Homes	Strong Positive	Very Likely	Short Term	The primary reason for applying premiums is to encourage property owners to bring long term empty domestic properties back into use. The scheme allows the Council to support property owners that are actively trying to achieve this but are unable to do so for reasons outside their control.
Healthy and safe	Neutral	Possible	Short Term	
Clean and green	Neutral	Possible	Short Term	
Community and leisure	Neutral	Possible	Short Term	
Pride and cohesion	Neutral	Possible	Short Term	

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Report to CABINET

Enhancement of Community Sports Pitches

Portfolio Holder:

Cllr A Chadderton, Leader and Cabinet Member for Regeneration & Housing
Cllr A Jabbar, Deputy Leader and Cabinet Member for Finance & Low Carbon
Cllr E Taylor, Deputy Leader and Cabinet Member for Leisure and Culture

Officer Contact:

Emma Barton, Executive Director of Place & Economic Growth

Report Author(s):

Paul Clifford – Director of Economy
Neil Consterdine – Assistant Director for Youth Services, Districts and Leisure

20 March 2023

Reason for Decision

The Council is very aware of the borough's outstanding sporting achievements with some amazing contributions locally, regionally, nationally and internationally from Oldham's residents and communities. The elite sporting achievements are now in a number of different sporting fields including netball, cricket, rugby, and we're now hoping for a turn of fortune following the recent acquisition of Oldham Athletic Football Club.

Now is the time to push for further Levelling Up here in Oldham through the lens of sport and health, and future employment opportunities for the benefits of Oldham's communities, especially for our successful youth teams who deserve access to better facilities and in turn, enhanced health and wellbeing, and future employment opportunities.

As with many sporting activities, grass roots provision and investment in youth provision, clubs and community facilities are paramount to help secure a more successful and sustainable future, with talent management and development opportunities to help people, teams and clubs reach their highest possible potential.

With this in mind, this paper seeks approval to support the provision of a new high specification pitch facilities to unlock wider opportunities for further investment in community sports pitches, enhanced education provision, more health opportunities and creation of additional employment opportunities.

Recommendations

Cabinet are asked to approve:

- 1) Retention of rugby league matches for Oldham Rugby League Football Club within the borough boundaries and facilitate growth in community engagement and participation, reducing travel demands on supporters and welcoming more community activity at Boundary Park Stadium;
- 2) Grow and enhance higher education provision within the borough to support a new pipeline of complementary health and sporting employment opportunities; and
- 3) Award a grant of £1million capital funding from Council Capital Strategy to enable the provision of an enhanced pitch facility at Boundary Park, which is needed to unlock recommendations 1 and 2 above.
- 4) Delegation to the Leader of the Council, with the Executive Director for Place and Economic Growth, and Directors of Finance and Legal Services to finalise the grant agreement subject to subsidy control, terms and conditions, and obligations for wider community use linked to recommendations 1 and 2 above, and as set out in this report.



Enhancement of Community Sports Pitches

1 Background

- 1.1 The Council is very aware of the borough's outstanding sporting achievements with some amazing contributions locally, regionally, nationally and internationally from Oldham's residents and communities. The elite sporting achievements are now in a number of different sporting fields including netball, cricket, rugby, and we're now hoping for turn of fortune following the recent acquisition of Oldham Athletic Football Club.
- 1.2 As with many sporting activities, grass roots provision and investment in youth provision, clubs and community facilities are paramount to help secure a more successful and sustainable future, with talent management and skills / training development opportunities to help people, teams and clubs reach their highest possible potential.
- 1.3 With this in mind, the new owners and board members confirming the new took ambition and direction for Oldham Athletic Football Club (O AFC) to be "ALL Oldham" and "more than football", they are working with other stakeholders, partners, community groups, youth teams, and supporters' groups to put this into action.
- 1.4 Now is the time to push for further Levelling Up here in Oldham through the lens of sport and health, and future employment opportunities for the benefits of Oldham's communities, especially for our successful youth teams who deserve access to better facilities and in turn, enhanced health and wellbeing, and future employment opportunities.
- 1.5 This paper seeks approval to contribute to a new higher specification pitch facilities at Boundary Park to unlock and act as a catalyst for wider opportunities and further investment in community sports pitches, enhanced education provision, more health opportunities and creation of additional employment opportunities as set out in the body of this report.

2 Current Position

- 2.1 Community pitch provision is limited across the borough, with co-ordination of use and maintenance of such facilities currently sitting with the Council. With a commitment to protect and enhance community green spaces, any opportunity which provides additional resource and capacity to enhance community pitch provision needs serious consideration.
- 2.2 For some time, the Council has been aware that Oldham Rugby League Football Club (ORLFC) have been restricted in their ability to host larger games and accommodate all their supporters at the current training facilities within the borough. As such, some matches have been played out of the borough which dilutes the opportunities for rugby supporters to attend and watch matches. In addition, there are also a number of concerns from the local community surrounding AVRO training facilities in Hollinwood, as noise, parking and attendance at the various events held at this location impacts on the neighboring residents. The proposals in this report would ease the larger footfall on the Avro site that Rugby creates.
- 2.3 **Football and Rugby Collaboration:** The Council has been made aware that there is an agreement in principle between O AFC and ORLFC for the rugby club to play its first team matches on the Boundary Park pitch from the 2024 season (starting in February 2024) onwards.

-
- 2.4 The quality of the current pitch would need to be upgraded in order for it to be suitable for use on a significantly increased number of occasions (100 plus a year) by a range of users including: OAFC, ORLFC, ladies football team(s), local schools, colleges and local leagues for representative matches.
- 2.5 The Council are aware of the pressures on ORLFC from several discussions with the owner and board members, with regards to the community and supporter concerns about their current match day arrangements. This collaborative proposal also provides enhanced economic and social advantages to retaining these important matches within the borough.
- 2.6 In order to facilitate such an agreement the pitch improvement and enhancement work would need to take place over the summer months, off season for OAFC ahead of the new ORLFC season (2024) commencing.
- 2.7 Sport and Higher Education:** The Council is aware that the football club already host higher education training facilities within the first floor of the Joe Royle Stand, with up to 150 higher education students on site every week. The club owners have been approached by a sports education provider (SEP) with the aim of attracting new cohorts of students for sports science and analytics, sports media, and specialist health courses such as physiotherapy.
- 2.8 While the club are exploring the details behind this enhanced offer, the first phase of the project would use the second floor of the Joe Royle Stand for additional classrooms , and then OAFC and ORLFC as sources of work experience opportunities for students looking at careers in sport and utilising the pitches (Boundary Park and Little Wembley) for training, studying and showcase matches for students enrolled on the courses.
- 2.9 The enhanced pitch facilities would not only support both the rugby collaboration, and educational enhancements, but would also be available for use by Oldham schools and colleges to provide a wider range of community pitch availability.
- 2.10 The Council has also been advised that beyond the first phase of the SEP proposals referred to above, there is a further opportunity being explored to enhance the facilities on the Boundary Park site even further to create a 'sport campus' which could cater for other sports, and a wider range of higher skills courses and more community facilities especially for youth clubs and teams.
- 2.11 This report seeks approval to provide a capital grant in contribution to the funding needed to enhance pitch facilities, to help kick start Levelling Up Oldham through lens of Sport, to secure rugby league in Oldham, and to unlock opportunities for residents and communities to access better facilities, including a broader higher skills training centre.
- 2.12 **Proposal:** to enter into a community agreement which would be based on the following principles to provide a framework for the grant award and the delivery of community objectives over the agreed timeline;
- Improved pitch facilities to support the enhanced usage outside of professional sports;
 - Improved educational opportunities for Oldham's community for enhanced skills and training qualifications;
 - Enhanced use of the new pitch facilities by educational access; and
 - Enhanced use of the new pitch facilities by wider selection of inclusive and diverse community groups.
- 2.13 This proposal is in alignment with the Council's corporate plan and Oldham Plan: Our Future Oldham through the following most relevant priorities:
- Healthy, safe and well-supported residents
 - A great start and skills for life
 - Better jobs and dynamic businesses
-

3 Options/Alternatives

- 3.1 Option 1 – to approve the capital grant funding, subject to agreeing a formal grant funding agreement and subject to subsidy control rules. This would unlock all the opportunities identified in this report, and careful / robust monitoring regimes would ensure obligations are met for wider community benefit.
- 3.2 Option 2 – don't proceed with the finance agreement. This would protect Council capital funds, but it would not bring about any of the enhanced facilities described in this report for sport, enhanced skills and training programmes, nor importantly facilities for Oldham's residents and community groups.
- 3.3 Option 3 – to consider the development of a business case for a new multi-million pound sports facility to bring about the same benefits as options 1, to secure rugby league within the borough and to provide enhanced community facilities. This option is not recommended due to the significant impact on time, resource and future funding investment decisions needed to secure the same outcomes as the grant award / financial agreement.

4 Preferred Option

- 4.1 Option 1 – as the commitment of grant funding could unlock all the opportunities identified in this report, and the community benefits can be carefully monitored to ensure and confirm the justification of the grant award, without longer term maintenance liabilities or future investment obligations for the Council.

5 Consultation

- 5.1 Consultation and engagement has taken place between O AFC and ORLFC to agree a commitment and terms of use for the pitches. This has been communicated by both parties separately with the Council.
- 5.2 Consultation and engagement has taken place between O AFC and Oldham College with regards to the higher education programmes, and there is no conflict or competition with the proposals. Oldham College welcomes the opportunity for their students to benefit from both the new facilities and the wider HE offer within the borough.
- 5.3 Public health and Leisure services within the Council have been consulted and are providing input to the proposals, given the support for enhanced community sports, leisure and health benefits.

6 Financial Implications

- 6.1 The award of a £1m grant to kick start the investment needed to enhance the pitch, to secure rugby league in Oldham and to unlock opportunities for residents and communities would be capital expenditure and will be a charge against the Place and Economic Growth capital programme. The grant would be financed from Funds Held for Emerging Priorities within the existing Capital Programme and aligns with the Council's priority areas for investment on 'sport, leisure and recreation' as outlined in the Capital Strategy 2023/24 to 2027/28, approved at Budget Council on 1 March 2023.
- 6.2 The Council will enter into a Grant Agreement with O AFC, with the details within the grant agreement and the terms and conditions of the grant delegated to the Directors of Finance and Legal Service. The grant agreement and the grant allocation process need to be both robust and allow for easy monitoring of expenditure.

6.3 OAFB will be required to provide regular reports to assure the Council that the grant conditions have been complied with and progress in relation to the use of this grant will be reported to the Capital Investment Programme Board.

6.4 The Council has completed the subsidy control analysis and can confirm the assessment complies with the principles set out within the Subsidy Control Act 2022 in relation to the grant.

Lee Walsh (Capital & Treasury Finance)

7 Risk Assessments

7.1 The provision of Council financial support to the Football Club must be undertaken in accordance with Council procedures and decision-making framework. In order to minimise this risk, it is important that appropriate requirements for community use are set out in the grant agreement so the future benefits to the community are achieved and the expected community obligations carefully monitored.

Mark Stenson (Assistant Director Finance and Corporate Governance)

8 Legal Services Comments

8.1 The Council can rely upon the general power of competence, to make a grant of this nature, under those powers provided by the Localism Act, but, factors such as the promotion of education, economic, social and environmental well-being of the community, as outlined in the body of report, are appropriate considerations for the decision maker as justification for considering the reasonableness and appropriateness of the award.

8.2 The statutory provisions are also all subject to general Wednesbury reasonableness public law provisions and fiduciary considerations in terms of vires for the decision. Reasonable exercise of power and justification for the award of the grant in terms of well-being are set out in the body of the report and should also be set out in as much detail as possible in a financial agreement.

8.3 In addition, the following issues are required to be addressed:

- (a) due diligence being undertaken on the proposed grant arrangements;
- (b) the completion of a subsidy control analysis confirms an assessment of, and compliance with, the legal necessary principles set out within the Subsidy Control Act 2022 in relation to the grant.
- (c) the production of a fit for purpose grant funding agreement, which not only deals with the expenditure of any grant funding, but also clawback and security of the grant funding in prescribed circumstances and the continued use of the site for the approved purpose.

Colin Brittain (Assistant Borough Solicitor)

9 Co-operative Agenda

9.1 Investment into Oldham's community and education provisions are welcomed as additional investment will create new job opportunities for Oldham residents and improved provisions will support the health and wellbeing of children and young people, whilst also delivering two key Corporate priorities of Oldham

Mahmuda Khanom (Policy Support Officer)

10 **Human Resources Comments**

10.1 None applicable

11 **IT Implications**

11.1 None applicable

12 **Property Implications**

12.1 None applicable

13 **Procurement Implications**

13.1 None applicable

14 **Environmental and Health & Safety Implications**

14.1 None applicable

15 **Equality, community cohesion and crime implications**

15.1 The proposals would support the Council's response to the new serious violence duty which was introduced within the provisions of the Police, Crime, Sentencing and Courts Act 2022 and which came into effect on the 31st January 2023.

15.2 As part of the duty the Council, as a specified authority, must work collaboratively with partners to introduce a strategy which (i) prevents people from becoming involved in serious violence in the area, and (ii) reduces instances of serious violence in the area.

15.3 Engagement in community-based sports and physical activities is recognised as a factor which positively impacts upon violence reduction.

15.4 There have been complaints of anti-social behaviour in recent years in the areas surrounding Boundary Park, and partnership problem-solving approaches have been considered and applied. On-going consideration is needed for how such issues will be managed should they return, in order to support residents living in close proximity.

Lorraine Kenny (Community Safety Manager)

16 **Equality Impact Assessment Completed?**

16.1 Yes – see attached

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 ESR-04-23

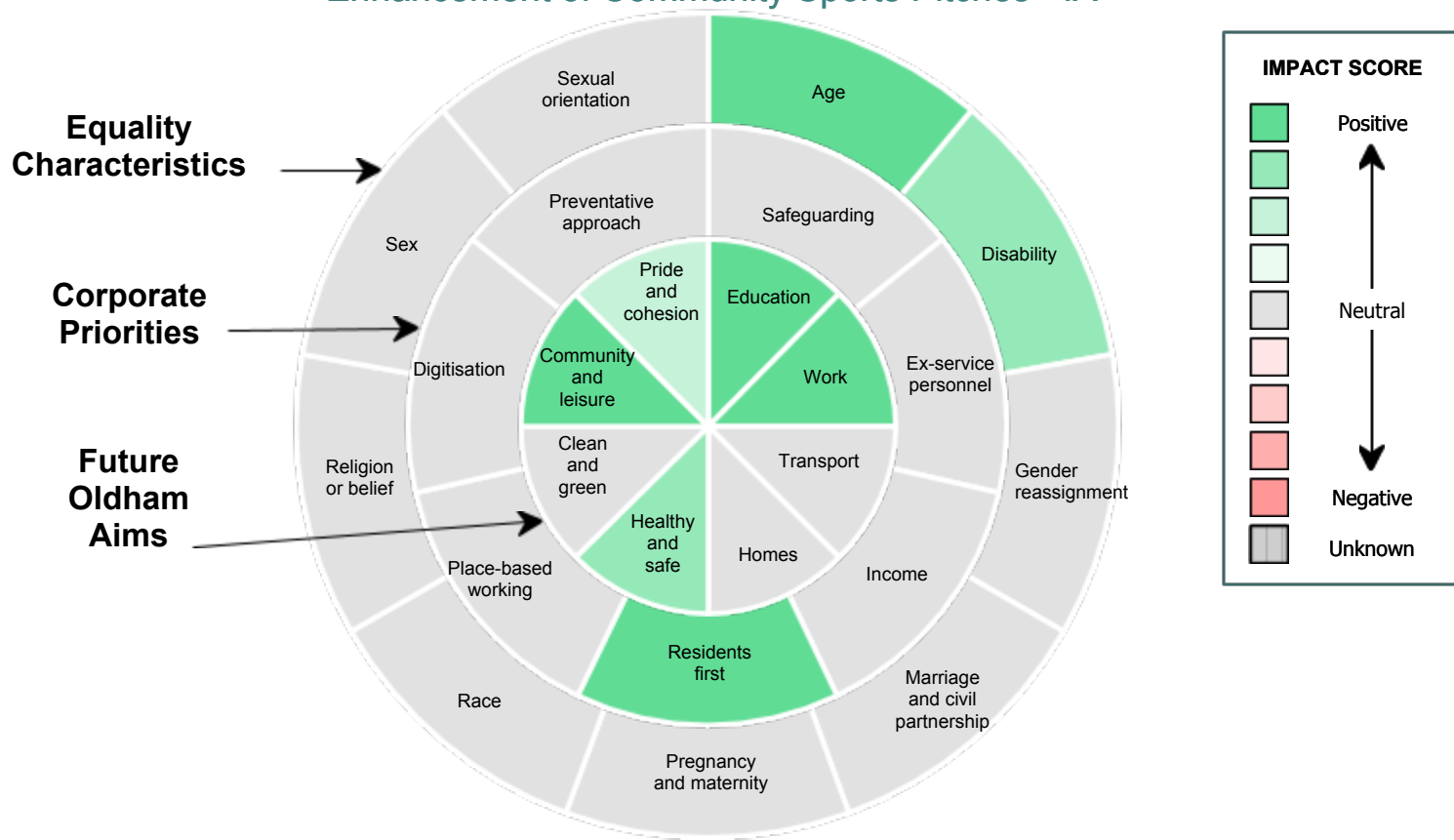
19 **Background Papers**

19.1 None

20 **Appendices**

20.1 None applicable

Enhancement of Community Sports Pitches - IA



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Report to CABINET

Approval of Grant Funding Agreement with Greater Manchester Combined Authority – Part A

Portfolio Holder:

Councillor Chadderton, Leader of the Council and Cabinet Member for Housing and Regeneration

Officer Contact: Emma Barton, Executive Director for Place and Economic Growth

Report Authors: Albert Margai, Principal Housing Market Intervention Officer and Fiona Carr, Principal Homelessness Strategy Officer

Ext. 6583

20th March 2023

Reason for Decision

The report seeks approval to enter into a grant agreement with Greater Manchester Combined Authority. Under the proposed grant agreement, Oldham have been allocated grants funding that will enable the expansion and continued delivery of three services dedicated to supporting residents who are homeless or at risk of homelessness between 2022-25.

Executive Summary

The Council are currently delivering three specific services that are intrinsically linked by virtue of the support they provide to people who are homeless or at risk of homelessness. The three respective service are:

- A Bed Every Night (ABEN)
- Community Accommodation Support Tier 3 (CAS-3)
- Rough Sleepers Initiative (RSI)

For the Council to secure the funding needed to continue delivering these vital services locally and to formalise monitoring and reporting arrangements, it must enter into a grant

agreement with Greater Manchester Combined Authority. The services have been operational for a number of years, save for CAS-3 which is entering its second year of delivery following a successful pilot year (2021-22).

The identified services that GMCA seeks to provide ongoing funding between 2022-25 are very much embedded in Oldham and are seen as vital services support the ongoing delivery of its Homelessness Prevention and Reduction Strategy and Central Government's Ending Rough Sleeping Strategy.

Recommendations

It is recommended that Cabinet;

- Authorises Oldham Council to agree and enter into grant agreement with Greater Manchester Combined Authority
- Approve the continued delivery of the three services captured in the grant agreement namely, ABEN, CAS-3 and RSI

Approval of Grant Funding Agreement with Greater Manchester Combined Authority**1 Background**

- 1.1 The Council has been working in partnership with Greater Manchester Combined Authority (GMCA) on various projects that support residents who are homeless or at risk of homelessness via three existing services:
- A Bed Every Night (ABEN)
 - Community Accommodation Service – Tier 3 (CAS-3)
 - Rough Sleepers Initiative (RSI)
- 1.2 The projects in question have all been running concurrently in Oldham for multiple years, further details about each service are set out below.
- 1.3 A Bed Every Night
- 1.4 The Oldham ABEN has been in operation since October 2018, with the service evolving from a communal night shelter model to a 24-hour self-contained accommodation scheme in response to the Covid-19 pandemic, also increasing in bed spaces in response to demand.
- 1.5 ABEN is funded via grant from GMCA which is made up of contributions from a range of sources including Public Health, Probation and the Mayor's Fund. Local authorities are also asked to contribute to the scheme locally; in Oldham the Council funds the accommodation leases and most utility costs at the ABEN buildings, less any rebate recouped through Housing Benefit and service charges.
- 1.6 Oldham's ABEN provision within the GMCA grant agreement consists of 23no (including one emergency bed) main ABEN bedspaces and 6no bedspaces for people with No Recourse to Public Funds (NRPF). These are based across three buildings held on private sector leases (PSLs) by the Council. The service accommodates between 60-90 people each year, with numbers primarily influenced by the availability of move on accommodation.
- 1.7 The Council took the decision to tender the delivery of ABEN support and day-to-day building management, resulting in a contract being awarded to DePaul for an initial term of 9 months +1 year +1 year until 31st March 2025. The contract award was approved by Cabinet on 17th June 2022.
- 1.8 The ABEN contract between Oldham Council and DePaul supports the delivery of key performance indicators (KPIs) which the Council report back to GMCA. In order to formalise the ongoing arrangement, it is therefore recommended that Oldham Council enters into the grant agreement with GMCA to enable the continued delivery of ABEN.
- 1.9 Community Accommodation Service – Tier 3
- 1.10 The CAS-3 model is a relatively new model and was created by the Ministry of Justice (MoJ) as a third tier to their existing accommodation structure. The purpose of CAS-3 is to provide temporary accommodation to people leaving custody who would otherwise be homeless and have nowhere safe to stay upon release. CAS-3 placements are time limited to 84 nights, with the aim of managing a consistent throughput and to motivate move on activities.
- Tier 1 – Approved Premises (AP)

-
- Tier 2 – Bail Accommodation and Support Services (BASS)
 - Tier 3 – Community Accommodation Service (CAS)
- 1.11 The original Justice Devolution Memorandum of Understanding (MoU), agreed with the MoJ in July 2019 demonstrated a progressive ambition and strong partnership. The has been enhanced further through a new MoU with the His Majesty’s Prison and Probation Service (HMPPS) that allowed for a different approach to be taken with GM that, at the time, diverged from national or standard policy guidance and direction.
- 1.12 The MoJ via HMPPS and GMCA made funding available for Oldham and the nine other districts to develop CAS-3, the objective was to give GM Authorities autonomy to deliver suitable accommodation and support based on local knowledge and partnerships.
- 1.13 During the pilot year which commenced on 30th July 2021 – 30th June 2022, Oldham received funding to provide 10 bed spaces. Oldham delivered the required 10 bedspaces across three sites within the borough. The Council’s CAS-3 service was exemplary delivering remarkable outcomes that embodied the overarching purpose of CAS-3.
- 1.14 Building on the success of the pilot, the proposed grant agreement with the GMCA would make sufficient funding available for Oldham to continue delivering CAS-3 accommodation. This will contribute positively to Oldham’s efforts to tackle homelessness and rough sleeping in the borough.
- 1.15 Rough Sleepers Initiative
- 1.16 The Oldham RSI programme is the Council’s outreach service, which provides advice and support to rough sleepers. As part of the wider outreach offer for rough sleepers in Oldham, the GMCA grant specifically funds a Navigator role with an attached personalisation budget. Oldham Council have commissioned Sanctuary Trust to deliver an RSI Navigator contract since its inception in October 2019.
- 1.17 The Navigator also provides support to the wider RSI Team not funded by GMCA grant:
- A Project Officer tasked with coordinating referrals, intelligence and support within the team
 - A Discharge Pathway Officer who carries out homelessness prevention and assessment duties with people leaving institutions such as hospitals and prisons, forming a vital link to CAS-3 accommodation
 - A Move On Support Officer whose role is to help residents within ABEN and related accommodation source alternative, settled housing options
 - Two Outreach Workers supported by the added value of volunteers and social work students from Sanctuary Trust
- 1.18 The proposed grant agreement between GMCA and the Council would enable continued delivery of all three services locally in Oldham.
- 2 Current Position**
- 2.1 The grant agreement consolidates three services that were previously documented under separate grant agreements; however, given the related activities, GMCA took the decision to amalgamate the three services into the same funding agreement.
- 3 Options/Alternatives**
- 3.1 The two available options are:

3.2 Option 1 – Do not enter into grant agreement with GMCA. Proceeding with this option would result in the Council being unable to deliver the 3 projects detailed in this report and increased numbers of rough sleepers in Oldham during a period of significant homelessness and pressure, which is further exacerbated by the cost of living crisis.

3.3 Options 2 – Enter into agreement with GMCA to continue delivering ABEN, CAS-3 and RSI programmes. Taking this approach would enable the Council to continue funding provision that prevents rough sleeping in the borough. The grant available will fund ongoing temporary accommodation placements for rough sleepers and individuals open to HMPPS, not owed a statutory accommodation duty by the LA. The funds will also make resources available that would stimulate move on into alternative, settled accommodation.

4 **Preferred Option**

4.1 Option 2 is the preferred option. Proceeding on this basis would formalise ongoing activities and arrangements. Additionally, it would provide the Council with sufficient resources to continue the delivery of vital services in the borough.

5 **Consultation**

5.1 All relevant stakeholders have been consulted with regards to the proposals set out in this report, this includes, elected members and the Senior Leadership Team.

6 **Financial Implications**

6.1 Acceptance of this grant will allow the Council to be able to continue to fund provision that prevents rough sleeping in the Borough. The grant available will fund ongoing temporary accommodation placements for rough sleepers and individuals open to HMPPS not owed a statutory accommodation duty by the LA. The funds will also make resources available that would stimulate move on into alternative, settled accommodation.

6.2 Failure to accept the grant and its conditions will not dismiss the issue of rough sleeping in the Borough, resulting in an additional unfunded financial pressure to the Council.

(John Hoskins)

7 **Legal Services Comments**

7.1 A grant funding agreement itself is not subject to the Contract Procedure Rules. Therefore, provided the terms of the grant agreement are agreed between the Council and GMCA, taking into account legal advice, and provided the Council commissions any services to be delivered by external providers using grant funding in accordance with the Contract Procedure Rules, there are no known legal implications in respect of the recommendations.

(Sarah Orrell- Commercial & Procurement Solicitor)

8. **Co-operative Agenda**

8.1 Acceptance of this grant will allow the Council to continue funding support that prevents rough sleeping in the Borough, which is a key priority in Oldham's Corporate Plan and aligns to our current cost-of-living response.

(Jonathan Downs – Corporate Policy Lead)

9 **Human Resources Comments**

9.1 None.

10 **Risk Assessments**

- 10.1 The report sets out a proposal to accept three years of grant funding giving more long-term certainty on future funding than previous GMCA awards to support this type of expenditure which has been awarded on a yearly basis. As such the proposed grant reduces the risk of the Council committing to long term expenditure currently financed from a source of funding which is then either withdrawn or reduced

(Mark Stenson)

11 **IT Implications**

- 11.1 None.

12 **Property Implications**

- 12.1 None.

13 **Procurement Implications**

- 13.1 There are no procurement implications in entering a grant agreement with GMCA, but both ABEN and RSI do and both have been tendered in line with the Public Contract Procedure Rules 2015 and the Council's Contract Procedure Rules.

(Emily Molden)

14 **Environmental and Health & Safety Implications**

- 14.1 None.

15 **Equality, community cohesion and crime implications**

- 15.1 None.

16 **Equality Impact Assessment Completed?**

- 16.1 Yes. The recommendations outlined in the report seek to enhance existing services available to Oldham residents.

17 **Key Decision**

- 17.1 Yes

18 **Key Decision Reference**

- 18.1 ESR-03-23

19 **Background Papers**

- 19.1 Please see relevant background paper below.

File Ref: HSG-5-22

Name of File: ABEN Phase 5 Contract Procurement

Records held in: Constitutional Service, Civic Centre, Oldham Council

Officer Name: Fiona Carr

Contact No: 07971671335

20 **Appendices**

20.1 Appendix 1 – GMCA Grant Agreement (contained in Part B of the report).

20.2 Appendix 2 – EIA (contained in Part B of the report).

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Report to CABINET

UKSPF Grant Acceptance – Part A

Portfolio Holders:

Councillor Amanda Chadderton, Leader of the Council and Portfolio Holder for Regeneration and Housing

Councillor Abdul Jabbar, Deputy Leader of the Council and Portfolio Holder for Finance and Low Carbon

Officer Contact: Paul Clifford, Director of Economy

Report Author: Jon Bloor, Assistant Director of Economy

20th March 2023

Reason for Decision

Cabinet Members are asked to approve and accept the £2,295,803 UK Shared Prosperity Fund (UKSPF) grant allocation following confirmation of award from the Department for Levelling Up, Housing and Communities (DLHUC) in early December 2022. Oldham submitted applications against three interventions from the UKSPF Communities and Place programme; namely:

- E1: Funding for improvements to town centres and high street, including better accessibility for disabled people, including capital costs and running costs.
- E3: Creation of and improvements to local green spaces, community gardens, watercourses and embankments, along with incorporating natural features into wider public spaces.
- E6: Support for local arts, cultural, heritage and creative activities.

Recommendations

Cabinet is asked to:

- i) Approve the acceptance of the £2.296m UKSPF grant against the three interventions approved for funding by DLHUC broken down as follows:
 - o E1: Accessible Oldham – allocation **£1,283,853** - Increase accessibility into and around the town centre – primarily on the Eastern Gateway and new park staff to maintain and improve the public realm
 - o E3: Active Travel Oldham – allocation **£506,000** - Increase the take up of active travel, modal shift away from cars and increase access to the Northern Roots Urban Farm and Eco-Park Northern Roots Bike Hub
 - o E6: Support for Local Arts, Culture and Heritage Events –allocation **£505,950** - Co-designed community led events including satellite sessions from Oldham Theatre Workshops and the exciting 'Illuminate Festival'. These directly support Oldham's Place Marketing approach, a core element of the Cultural Strategy and will support the emerging Creative Improvement District and Night-Time Economy strategy and action plan. This allocation includes a Cultural Strategy Co-Ordinator post for two years.
- ii) Note that as accountable body for UKSPF, GMCA has issued a Memorandum of Understanding (MOU) in respect of the grant, along with supporting documentation, which is currently under review by the Council 's legal services.
- iii) Delegate authority to the Executive Director for Place and Economic Growth to agree the terms of the MOU issued by GMCA in respect of the grant award in consultation with the Director of Legal Services and approve appointments of professional teams and contract award in respect of the agreed budgets.
- iv) Delegate authority to Director of Legal Services or their nominated representative to finalise and enter into the MOU issued by GMCA in respect of the grant award subject to the completion of any necessary due diligence on subsidy control compliance and authority to agree and complete any project change requests under the MOU.
- v) Delegate authority to the Director of Economy or their nominated representative to agree monitoring and evaluation of defined outputs and negotiations thereupon as required over the grant delivery period of 2022/23 – 2024/2025.
- vi) Note and endorse that the internal governance and administration for the UKSPF grant will be performed via the Creating a Better Place Programme Board (CAPB) structures alongside a dedicated UKSPF Delivery Group for which Terms of Reference will be agreed by the Director of Economy or their nominated representative.

UKSPF Grant Acceptance

1 Background

1.1 The UK Shared Prosperity Fund (UKSPF or the Fund) provides £2.6 billion of new funding for local investment by March 2025, with all areas of the UK receiving an allocation from the Fund via a funding formula.

1.2 Local Authorities were directed to identify and build on their own strengths and needs at a local level, focused on pride in place and increasing life chances. Local places will be able to use the Fund to complement funding such as the Levelling Up Fund, and mainstream employment and skills provision to maximise impact and simplify delivery. There are three key investment priorities under the Fund:

- Community and Place
- Supporting Local Business; and
- People and Skills

This paper relates to the Community and Place investment priority.

1.3 GMCA are the accountable body for the Fund and, following submission of the GM UKSPF Investment Plan to Government at the end of July 2022, the focus of UKSPF in GM is on implementation planning. GMCA invited local authorities to submit proposals to ensure projects are compliant with Government guidance and will collectively meet the required outputs and outcomes as set out in the GM UKSPF Investment Plan for the Communities and Place Investment Priority.

1.4 Oldham has been allocated £2.298m from UKSPF across the key interventions of the programme namely E1, E3 and E6. We have focused our proposals around active, accessible public realm and travel routes; rehabilitation of green space including infrastructure for community and visitor use; and a programme of cultural events that build upon and generate legacy projects for Oldham's residents and visitors alike.

1.5 The proposed programme is drawn from the Creating a Better Place strategy and action plan and will support a range of projects that will meet the core 3 interventions, namely:

- E1: Accessible Oldham - increase accessibility into and around the Town Centre – primarily on the Eastern Gateway and new park staff to maintain and improve the public realm
- E3: Active Travel Oldham - Increase the take up of active travel (modal shift away from car and increase the access to the Northern Roots Urban Farm and Eco-Park Northern Roots Bike Hub
- E6: Co-design community led events including satellite sessions from Oldham Theatre Workshops and the exciting 'Illuminate festival'. These directly support Oldham's Place Marketing approach, a core element of the Cultural Strategy and will support the emerging Creative Improvement District and Night-Time Economy strategy and action plan. This allocation includes a Cultural Strategy Co-Ordinator post for two years. Details of the expenditure profile and outputs are set out in the table below.

UKSPF Oldham:	Spend £000	Jobs Created	Km of new or improved cycle ways or foot paths	Public realm created or improved Sqm	Amount of rehabilitated land Sqm	Local events or activities supported	Increased footfall
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**E1 Town
Centre**

2022/23	350	0	0	0	2,000	0	0
2023/24	448	32	0	12,500	0	0	0
2024/25	486	76	0		0	0	2,741
TOTAL	1,284	108	0	12,500	2,000	0	2,741

**E3 Green
Space**

2022/23	139	0	0	0	6,500	0	0
2023/24	218	3	6	10,680	0	67	15,200
2024/25	149	0	3	2,800	0	72	22,800
TOTAL	506	3	9	13,480	6,500	139	38,000

**E6 Art and
Culture**

2022/23	140	2	0	10,040	0	37	0
2023/24	183	2	0	12,120	0	80	0
2024/25	183	2	0	14,120	0	80	0
TOTAL	506	6	0	36,280	0	197	0

<u>GRAND TOTAL</u>	<u>2,296</u>	<u>117</u>	<u>9</u>	<u>62,260</u>	<u>8,500</u>	<u>336</u>	<u>40,741</u>
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1.6 These proposals all address the 3 themes of the Communities and Place interventions in delivering improvements to town centres and high streets, creation of and improvements to our green spaces and delivering community focused arts and cultural events. The UKSPF will allow Oldham to build on and improve our Towns Fund and Future High Streets projects either through enhancing original ambitions or developing new projects that will help deliver our cultural strategy, increasing participation in cultural activity in areas that are normally difficult to engage.

2. Current Position

2.1 Oldham's proposals were submitted to GMCA in September 2022 after seeking the views of the MP Engagement Group. GM then presented a combined proposal for Communities and Place for the ratification of the Local Partnership Board at the GMCA meeting on 28th October. All Local Authority proposals were agreed by GMCA, subject to two conditions: firstly, confirmation of funding from Government and secondly clarifying the delivery of the

three cross-cutting measures – net zero 2038, reducing inequalities and increasing social value.

- 2.2 In January 2023 GMCA issued an MOU and a Grant Determination letter from Government setting out the terms of the UKSPF grant. These documents are currently being reviewed by the Council’s legal services and finance officers. The Grant Determination letter confirms the UKSPF grant for 2022/2023 with indicative funding for 2023/4 and 2024/5. Funding for 2023/4 and 2024/5 requires that the Council demonstrate that delivery of forecast outputs, outcomes and spend for the previous financial year have been met, or failing that, there is a realistic plan to address underperformance.
- 2.3 Given the delay in administering and approving the UKSPF programme allocations, DLHUC is aware that there will be a requirement to backdate eligible spend to April 2022 as well as roll some 2022/3 funding into 2023/4. These details will be finalised with GMCA as part of the MOU and monitoring requirements.
- 2.4 The MOU will confirm an allocation of UKSPF administration fee of £31k for the year 2022/23 and references an indicative £64k per year for 2023/24 and 2024/25 subject to annual confirmation of funding from Government. Upon receipt of Oldham’s signed MOU, GMCA will release the full 2022/3 allocation of UKSPF.

3 Options/Alternatives

- 3.1 Option 1: do nothing. Failure to accept the grant allocation of UKSPF would reflect negatively on the perception of the town and its ambitions. It would have significant implications for delivery of the project budgets and, therefore, the achievement of regeneration ambitions and objectives.
- 3.2 Option 2: Formally accept the UKSPF award allocation for £2.296m and enter into the MOU as set out in this report.

4 Preferred Option

- 4.1 Option 2 is the preferred option to help ensure delivery of the projects to original timescales and budgets and, therefore, the achievement of regeneration ambitions and objectives.

5 Consultation

- 5.1 Oldham’s proposals were submitted to GMCA in September 2022 after seeking the views of the MP Engagement Group. GM then presented a combined proposal for Communities and Place for the ratification of the Local Partnership Board at the GMCA meeting on 28th October. All Local Authority proposals were agreed by GMCA
- 5.2 Consultation and engagement work has taken place over the last two years with stakeholders, partners, Council teams and services, elected members, public sector organisations and different voices from our local communities to help clearly define regeneration ambitions, and to ensure that the projects referenced in this report align with local priorities, ideas and suggestions.
- 5.3 Specific detailed project consultation will take place at the applicable time in conjunction with standard practice for project development / planning application considerations.

6 Financial Implications

6.1 Details contained within Part B report

7 Legal Services Comments

7.1 Details contained within Part B report

8 Co-operative Agenda

8.1 The delivery projects in Oldham town centre through the UKSPF will support the Co-operative Agenda by achieving outcomes that contribute to making Oldham a place to invest and do business, and a regenerated town which grows the business base.

8.3 The resulting development will be designed to a high quality and the enhanced built environment will have a positive effect not only on local residents and businesses but also on all arriving in the town centre through Metrolink on Union Street. The development of the Cultural Strategy and the Illuminate Festival will bring new life to the area which will be in keeping with the Council's policy objective of Creating a Better Place Strategic Framework.

9 Human Resources Comments

9.1 N/A

10 Risk Assessments

10.1 Details contained within Part B report

11 IT Implications

11.1 N/A

12 Property Implications

12.1 N/A

13 Procurement Implications

13.1 Details contained within Part B report

14 Environmental and Health & Safety Implications

14.1 N/A

15 Equality, Community Cohesion and Crime Implications

15.1 None

16 Implications for Children and Young People

16.1 None

17 Equality Impact Assessment Completed

17.1 Yes

18 Key Decision

18.1 Yes

19 **Key Decision Reference**

19.1 Rule 13 exemption sought and agreed.

20 **Background Papers**

20.1 None

21 **Appendix**

21.1 Appendix 1: EIA

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Communities & Place SPF Grant Acceptance



Communities & Place SPF Grant Acceptance				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age	Moderate Positive	Very Likely	Long Term	Increased accessibility will be supported by this fund.
Disability	Moderate Positive	Very Likely	Long Term	Increased accessibility will be supported by this fund.
Gender reassignment	Neutral	Possible	Short Term	
Marriage and civil partnership	Neutral	Possible	Short Term	
Pregnancy and maternity	Moderate Positive	Very Likely	Long Term	Increased accessibility will be supported by this fund. As will a reduction in pollutants due to active travel component.
Race	Moderate Positive	Very Likely	Long Term	Diversity forms a key part of the cultural strategy which SPF will support
Religion or belief	Neutral	Possible	Short Term	
Sex	Neutral	Possible	Short Term	
Sexual orientation	Neutral	Possible	Short Term	
Corporate Priorities				
Safeguarding	Neutral	Possible	Short Term	
Ex-service personnel	Neutral	Possible	Short Term	
Income	Moderate Positive	Very Likely	Long Term	The fund will support job creation
Residents first	Moderate Positive	Very Likely	Long Term	
Place-based working	Strong Positive	Very Likely	Long Term	Development of place based activities that will promote parts of Oldham.
Digitisation	Neutral	Possible	Short Term	
Preventative approach	Strong Positive	Very Likely	Long Term	Improved health outcomes
Future Oldham Aims				
Education	Moderate Positive	Very Likely	Long Term	The fund will enable delivery of education and skills provision through delivery of the cultural strategy elements - e.g. arts based workshops
Work	Moderate Positive	Very Likely	Long Term	The fund will enable the creation of Green Tech jobs
Transport	Moderate Positive	Very Likely	Long Term	
Homes	Neutral	Possible	Short Term	
Healthy and safe	Moderate Positive	Very Likely	Long Term	
Clean and green	Strong Positive	Very Likely	Long Term	
Community and leisure	Strong Positive	Very Likely	Long Term	
Pride and cohesion	Strong Positive	Very Likely	Long Term	



Oldham
Council

Report to CABINET

Levelling Up Fund Grant Acceptance – Part A

Portfolio Holder:

Councillor Amanda Chadderton

Leader of Oldham Council and Portfolio Holder for Regeneration and Housing

Councillor Abdul Jabbar

Deputy Leader and Portfolio Holder for Finance and Low Carbon

Senior Responsible Officer:

Emma Barton, Executive Director for Place & Economic Growth

Officer Contact: Paul Clifford, Director of Economy

Report Author: Jon Bloor, Assistant Director for Economic Growth

20 March 2023

Reason for Decision

Cabinet Members are asked to approve and accept the £20m Levelling Up Round 2 (LUF2) capital grant allocation following confirmation of award from the Department for Levelling Up, Housing and Communities (DLUHC) in January 2023. Three projects were selected by DLUHC for progression and financial support from LUF2 broken down as follows: -

- £4.790m for Jubilee Park and Greenway Corridor,
- £6.400m for Northern Roots Learning Centre
- £8.810m for Green Shoots Business Centre

Recommendations

Cabinet is asked to:

- i) Approve the acceptance of the £20m LUF2 grant over financial years 2022/23 – 2024/25 against the three projects approved for funding by DLUHC broken down as follows:
 - Jubilee Park and Greenway Corridor – allocation **£4.790m** - a sustainable network through the town centre creating a modal shift towards active travel
 - Northern Roots Learning Centre – allocation **£6.400m** - 813sqm of educational space to be used to strengthen environmental skills through vocational courses
 - Green Shoots Business Centre – allocation **£8.810m** - a new business incubation centre for environment technology start-ups, 2285sqm of incubation space for local green business development and enterprise

-
- ii) Delegate authority to the Director of Economy to progress the Northern Roots Learning Centre and the Green Shoots Business Centre projects and to meet revenue costs including design, business case development and any such expenditure as is necessary to deliver the grant funding conditions of the award.
 - iii) Delegate authority to the Executive Director for Place and Economic Growth, in consultation with the Director of Legal Services, to agree terms of the grant funding agreement issued by DLHUC in respect of the grant award and to approve the procurement and appointment of contractors and service providers to supply any works, supplies or services needed to deliver the three projects within the agreed budgets
 - iv) Delegate authority to Director of Legal Services or their nominated representative to finalise and enter into any grant funding agreement that is issued by DLUHC and approved by the Executive Director for Place and Economic Growth in respect of the grant award, to complete any necessary due diligence on subsidy control compliance, to agree and complete any project change requests under the grant agreement and to finalise and enter into any contracts for the supply of any works, supplies or services needed to deliver the three projects within the agreed budgets.
 - v) Delegate authority to the Director of Economy or their nominated representative to agree monitoring and evaluation of defined outputs and negotiations thereupon as required over the grant delivery period of 2022/23 – 2024/2025.
 - vi) Note and endorse that the internal governance and administration for the £20m LUF grant will be performed via the Creating a Better Place Programme Board (CAPB) structures alongside a dedicated Monitoring Group for which Terms of Reference will be agreed by the Director of Economy or their nominated representative.

1.0 Background

1.1 Members will recall that the Levelling Up Fund Round 2 (LUF2) prospectus was introduced in March 2022 with a focus on the following three investment themes:

- local transport projects that make a genuine difference to local areas
- town centre and high street regeneration; and
- support for maintaining and expanding the UK's world-leading portfolio of cultural and heritage assets.

1.2 LUF2 is a competitive process between local authorities and funding award decisions made by Central Government, specifically the Department for Levelling Up, Housing and Communities (DLUHC). In August 2022, Oldham submitted 2 bids into LUF2; the Green Technology and Innovation Network and the Creative Improvement District.

1.3 Within Round 2, more than 100 projects totaling £2.1 billion have been supported to boost economies, regenerate communities, and enhance transportation links across the UK. Oldham was successful in its application for £20m for the Green Technology and Innovation Network. The bid for Creative Improvement District was unfortunately unsuccessful in this round; however there remain further opportunities within the LUF programme to develop and resubmit in the future.

2.0 Current Position

2.1 Oldham was one of 111 areas awarded funding to support the three projects within the town centre included in the Green Technology and Innovation Network bid, which aim to enhance active travel networks, deliver vital education infrastructure and create transformational public open space. The successful bid is summarised below.

2.2 **Green Innovation and Technology Network** (Oldham East and Saddleworth Parliamentary Constituency)

The bid seeks to maximise inclusive economic growth and net zero carbon opportunities in Oldham by positioning the borough as a sustainable low carbon destination for green businesses, residents, and visitors. The package bid comprises three key interventions to build back greener:

- Jubilee Park and Greenway Corridor
- Northern Roots Learning Centre
- The Green Shoots Business Incubation Centre

2.3 Table 1.1 below summarises the projects' forecast capital costs and match funding requirements of the Green Innovation and Technology Network project.

Table 1.1 Project Funding Profiles	Total Project Costs (000)	LUF Award (000)	Match Funding (000)
Green Shoots Centre	£8,810	£8,810	
Greenway and Jubilee Park	£8,680	£4,790	GD3/MCF
Northern Roots	£6,400	£6,400	
Totals	£23,890	£20,000	£3,890

2.3 Economic Outputs defined in the application are as follows: -

- **2285sqm** of Incubation Space for Green Businesses
- **813sqm** of educational space in the NR Learning Centre
- **372 Tonnes** carbon sequestration (benefit value totaling £20,202)
- **£227k** Land Value Uplift
- **£53.8m** Wider Land Value Uplift
- **£2.9m** Health Benefits for participants in walking and cycling
- **£167,034k** Health Benefits from reduced pollution
- **£23.9m** Wellbeing benefits to visitors
- Total Quantified Benefits **£80.9m**
- Benefits Cost Ratio **3.73**

2.4 Non-Monetised Benefits of the projects include: -

- Improved perception of Oldham as a place to live, work and visit
- Becoming a flagship example of green regeneration
- Encouraging children and young people to engage with nature
- Local opportunities for volunteering, training and apprenticeships
- Enhanced opportunities for physical activity and access to nature
- Additional Business and Education Floorspace

Internal Governance and Assurance

2.5 The Creating a Better Place Operations Board and Programme Board will provide oversight and strategic management of these projects. This board is already established and working successfully to deliver the Manchester Mayor’s Cycling and Walking Challenge Fund. The Programme Board meet monthly to discuss Oldham’s wider public realm and active travel projects and are ideally placed to include the LUF projects within their remit.

2.6 A Monitoring Group is being established to oversee financial obligations against performance and will report into the CAPB structures. Wider governance within the Council is in place to ensure issues can be managed with an appropriate level of authority which will ensure the delivery of the project objectives to cost, quality and time.

Jubilee Park and Greenway Corridor

2.7 The Jubilee Park and Oldham Greenway is a public realm improvement project supporting the creation of Oldham’s low carbon 20-minute neighbourhood. This will establish Oldham as a sustainable destination, enhancing its green infrastructure network, facilitating a modal shift to active travel and making the Green Shoots Centre and Learning Centre more accessible to the local population.

2.8 Jubilee Park will provide a new green heart to Oldham with the Greenway creating green ‘branches’ of active travel routes across the town centre. This green infrastructure network will address poor air quality, pollution and connectivity in the borough which are major drivers of local inequalities.

2.9 Milestones

Greenway Corridor Milestones		
Pre-commencement mobilisation, prelim and detailed design	Mar 2023	Mar 2024

Construction	Apr 2024	Mar 2025
Jubilee Park Milestones		
Prepare Design, Site Investigations and Submit Planning Application	Mar 2023	Dec 2023
Pre-Commencement Organisation and Discharge Planning Conditions	Dec 2023	Feb 2024
Construction	Mar 2024	Mar 2025
Greenway and Jubilee Park Open/Complete	March 2025	

Northern Roots Learning Centre

2.10 The Learning Centre within Northern Roots will be an educational facility, creating 813sqm of educational floorspace, to help strengthen green skills via provision of vocational courses. The facility and the wider Northern Roots project will provide up to 150 volunteering opportunities and 28 traineeships and apprenticeships each year, creating opportunities for young people to learn and create local careers in sectors ranging from horticulture and arboriculture to construction, green technologies, visitor services and marketing. Investment in enhancing green skills will provide a pathway for local workers, providing job opportunities for people in the green economy.

2.11 Milestones

Northern Roots Learning Centre Milestones	Start Date	End Date
Procurement for Design and Build Contractor	Feb 2023	May 2023
Site Feasibility Works inc. Ground Investigations	May 2023	Dec 2023
Pre-Construction Services Agreement (PCSA); Pre-Commencement Conditions and Discharge Planning Conditions	May 2023	Dec 2023
Construction	March 2024	March 2025
Centre Opens	April 2025	

Green Shoots Business and Incubation Centre

2.12 The Green Shoots Centre will position Oldham as a location for green technology focused businesses by providing affordable incubator space for start-up businesses to cluster. Realising this opportunity would help to alleviate the deeply embedded patterns of deprivation and disinvestment within Oldham by becoming an innovation hub; supporting economic recovery through attracting private investment and creating local jobs. The centre will provide 2285sqm of incubator space for local green businesses, addressing the current lack of workspace facilities in Oldham. The centre will cater to a range of business sizes, varying from spaces totally 6sqm to 110sqm.

2.13 Milestones

Green Shoots Centre Milestones	Start Date	End Date
Prepare and Submit Planning Application	Feb 2023	May 2023
Procurement for Design and Build Contractor	Feb 2023	July 2023
Pre-Commencement Conditions and Discharge Planning Conditions	July 2023	Sept 2023
Construction	Sept 2023	Aug 2024
Centre Opens	Aug 2024	

Delivery

- 2.14 Delivery for the projects will require the appointment of experienced external contractors and service providers, including project managers/employers' agents; cost consultants; design consultants and other specialist consultants as required, along with main contractors. All the aforementioned will hold the relevant insurances and will be required to indemnify the Council in event of any adverse impact resulting from their involvement.
- 2.15 The appointment of project professionals will be closely managed through enforceable contracts. External legal and other appropriate professional advice will be in place to supplement in-house advice and to support the delivery of the projects, which will be developed to support the Council's vision and to assist in the discharge of its fiduciary duties.

3.0 Options/Alternatives

- 3.1 **Option 1: Do Nothing** This option means relinquishing the opportunity to bring investment of £20m into Oldham. Not only would this be a significant loss of valuable resources but also an extremely negative reflection of Oldham and its ambitions. As one of only three GM authorities to be successful in its application to LUF2, Oldham's standing within GM would suffer significant political and reputational damage in this scenario.

3.2.1 Option 2:

- Formally accept the LUF2 Grant Award of £20m in respect of the Green Innovation and Technology Network and agree and enter into a grant agreement with DLUFC
- Approve the expenditure of the LUF2 Grant Award in accordance with this report

4.0 Preferred Option

4.1 Option 2

5.0 Consultation

- 5.1 The projects that are proposed in this report take account of public consultation findings. MPs, Members, Town Deal Board and Economic Board have been consulted on the emerging priorities and trends from the various activities. A workshop was held with the Extended Leadership team to ensure every opportunity was explored linked to key priorities determined from the community consultation, stakeholder feedback.
- 5.2 Significant community consultation, awareness and insight has been gleaned to help shape and inform potential opportunities for Levelling Up linked to previous bidding applications for Future High Street Fund and Towns Deal. This has included key stakeholders,

businesses, visitors, members and local communities in various different forums, methods and opportunities.

5.3 The importance of Oldham's economic purpose and embracing opportunities for supporting our local community, together with delivering ambition for innovation and enterprise were debated and referenced within the findings of the recent Economic Review: where local, regional and national experts reviewed the evidence for supporting and enhancing Oldham's economic future.

5.4 The Oldham Big Town Centre Conversation engaged thousands of local residents, businesses and visitors to town and district centres. This allowed various projects and community discussions at Meet the Leader events around the borough.

6.0 Financial Implications

6.1 Details contained within Part B report

7.0 Legal Services Comments

7.1 Details contained within Part B report

8.0 Co-operative Agenda

8.1 The delivery projects in Oldham town centre through the (submission) of Levelling Up Fund will support the Co-operative Agenda by achieving outcomes that contribute to making Oldham a place to invest and do business, and a regenerated town which grows the business base.

8.2 This investment will facilitate the creation of employment and training opportunities which will have a positive effect on the local and sub-regional economy. Employment, skills and training opportunities will be created as a direct result of this investment and associated individual and collective self-esteem will be improved via the workplace as a consequence.

8.3 The resulting development will be designed to a high quality and the enhanced built environment will have a positive effect not only on local residents, businesses but also on all arriving in the town centre through Metrolink on Union Street. The development of the Cultural Quarter will bring new life to the area which will be in keeping with the Council's policy objective of Creating a Better Place Strategic Framework.
(Nawaz Khan, Regeneration and Development)

9.0 Human Resources Comments

9.1 N/A

10.0 Risk Assessments

10.1 Details contained within Part B report

11.0 IT Implications

11.1 N/A

12.0 Property Implications

12.1 Details contained within Part B report

13.0 Procurement Implications

-
- 13.1 Details contained within Part B report
 - 14.0 Environmental and Health & Safety Implications**
 - 14.1 N/A
 - 15.0 Equality, community cohesion and crime implications**
 - 15.1 N/A
 - 16.0 Equality Impact Assessment Completed?**
 - 16.1 Yes
 - 17.0 Key Decision**
 - 17.1 Yes
 - 18.0 Key Decision Reference**
 - 18.1 ESR-05-23
 - 19.0 Background Papers**
 - 19.1 Delegated Cabinet Member Decision 29 July 22
 - 20.0 Appendices**
 - 20.1 Appendix 1 - EIA

Levelling Up Fund Grant Acceptance



Levelling Up Fund Grant Acceptance				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age	Neutral	Possible	Short Term	
Disability	Moderate Positive	Very Likely	Long Term	
Gender reassignment	Neutral	Possible	Short Term	
Marriage and civil partnership	Neutral	Possible	Short Term	
Pregnancy and maternity	Moderate Positive	Very Likely	Long Term	
Race	Neutral	Possible	Short Term	
Religion or belief	Neutral	Possible	Short Term	
Sex	Neutral	Possible	Short Term	
Sexual orientation	Neutral	Possible	Short Term	
Corporate Priorities				
Safeguarding	Neutral	Possible	Short Term	
Ex-service personnel	Negative	Possible	Short Term	
Income	Strong Positive	Very Likely	Long Term	
Residents first	Moderate Positive	Very Likely	Long Term	
Place-based working	Moderate Positive	Possible	Long Term	
Digitisation	Neutral	Possible	Short Term	
Preventative approach	Moderate Positive	Very Likely	Long Term	
Future Oldham Aims				
Education	Strong Positive	Very Likely	Long Term	The fund will enable delivery of education and skills provision at Northern Roots and at the Green Shoots Centre
Work	Strong Positive	Very Likely	Long Term	The fund will enable the creation of Green Tech jobs
Transport	Moderate Positive	Very Likely	Long Term	
Homes	Neutral	Possible	Short Term	
Healthy and safe	Moderate Positive	Very Likely	Long Term	
Clean and green	Strong Positive	Very Likely	Long Term	
Community and leisure	Strong Positive	Very Likely	Long Term	
Pride and cohesion	Moderate Positive	Possible	Long Term	

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Cabinet

Acceptance of Funding Allocations 2022-2023 for Oldham Lifelong Learning Service

Portfolio Holder:

Councillor Mohon Ali, Cabinet Member Education and Skills

Officer Contact: Richard Lynch – Director of Education, Skills & Early Years

Report Author: Jon Bloor, Assistant Director – Economic Growth

20th March 2023

Reason for Decision

To accept the funding allocation for the academic year 2022-2022 for the Lifelong Learning Service.

Executive Summary

The report details funding offer received from the Education & Skills Funding Agency (ESFA) and Greater Manchester Combined Authority (GMCA) funding allocations of the Adult Education Budget grant for the 2022-2023 academic year and highlights how this funding will be used to meet the ESFA's, GMCA's and Council's key priorities.

Recommendations

To accept the funding for the academic year 2022-2023

Acceptance of Funding Allocations 2019-2020 for Oldham Lifelong Learning Service**1 Background**

- 1.1 Following devolution of the Adult Education Budget, the Council's Lifelong Learning Service is now funded by the Greater Manchester Combined Authority (Prior to devolution this was directly awarded by the Education & Skills Funding Agency).
- 1.2 The Service delivery is designed to meet the GMCA Strategy Council's ambition and key objectives as set out in the Corporate Plan and to support the Oldham Partnership Our Future. The Service works with the 6 district partnerships with a focus upon the Council's 'Get Oldham Working' campaign and the Co-operative Agenda.
- 1.3 The Service delivers a range of employability programmes in liaison with the Employment and Skills team (GOW), Job Centre Plus, Welfare to Work Providers and the 6 districts. The Service also works closely with the Voluntary and Community sector via Action Together. Partnerships with Children's Centres, Schools, Public Health, Adult and Children Social Care and others to enable the Service to deliver targeted work which develops self-reliance, confidence, independence, health and progression to further learning, training and employment.

2 Current Position

- 2.1 For the academic year 2022 – 2023, the Adult Education Budget will continue to be split based on the initial 2019/20 geographical delivery with an allocation of GMCA Devolved Education Budget. The allocation provided for the service is a total of £2,804,560.02.
- 2.2 All funds are to be used to support Oldham Lifelong Learning Service's Strategic Plan, Self-Assessment Report (SAR), Quality Improvement Plan (QIP), the Oldham Community Learning Plan and Lifelong Learning Service's Business Plan and the Council Corporate Plan. The funding will also support the GM Strategy and GM Local Industrial Strategy and in negotiation with GMCA it will maintain the position of prioritising Adult Skills funded provision.
- 2.5 The Adult Education Budget (AEB) block grant aims to engage adults and provide skills and learning they need to equip them for work, an apprenticeship or other learning. It enables more flexible tailored programmes of learning to be made available, which may not require a qualification. This will help those furthest from learning or the workplace.

3 Options/Alternatives

- 3.1 Option 1 - To accept the funding and to enter into suitable funding agreements.
- 3.2 Option 2 - To decline the funding.

4 Preferred Option

- 4.1 To accept the funding and to enter into suitable funding agreements

5 **Consultation**

- 5.1 The Service undertakes extensive and regular consultation with learners, other users, partners and non-users.

6 **Financial Implications**

- 6.1 The initial funding allocation for Oldham Lifelong Learning Service is shown in the table below. The funding will be utilised to fund the Service's delivery programme, which is developed to meet the ESFA, GMCA and the Council's priorities and targets.
- 6.2 The GMCA funding is allocated on an academic year basis 1st August – 31st July.
- 6.3 The AEB allocation for 2022-2023 includes Adult Skills, Community Learning and Discretionary Learner Support funding. The Adult Skills element is used to fund the accredited programmes offered by the Service. Discretionary Learner Support is used specifically for childcare provision and to provide financial support towards the cost of fees, books, travel costs and equipment for learners who otherwise would be unable to attend classes.
- 6.4 Community Learning is used to fund the non-vocational programme offered by the Service which includes Personal and Community Development Learning (PCDL), Wider Family Learning, Family English, Maths and Language and Neighbourhood Learning in Deprived Communities (NLDC).
- 6.5 The budget for 2022-2023 will cover the delivery of the Service's programme for 2022-2023 although there will be a pressure due to the cost of living increases and not commensurate increase in budget (for the 10th year).
- 6.6 As in previous years, the Service may receive additional one off grant allocations from the GMCA and other funding bodies and will seek approval to accept these as and when they arise. Again this funding will be linked to specific delivery programmes and targets from varying sources. They may fall into the academic year or financial year.
- 6.7 The AEB grant is fully ring-fenced to the Lifelong Learning Service and is subject to a detailed annual grant return and detailed monthly data returns and an annual audit. The monthly data returns, namely the Individual Learner Record (ILR), record the amount of funding drawn down by individual learners and calculate the overall amount of funding earned each month. The Service is paid on a monthly profile. GMCA provide RAG rate for each audit and the service is pleased to have maintained a "green" award for each audit with no additional conditions attached.
- 6.8 Should performance issues arise then the Service delivery programme will be revised to reflect the new budget allocation at no additional cost to the authority.
(Catherine Dunkerley)

7 **Legal Services Comments**

- 7.1 The grant terms and conditions have been reviewed by Legal Services and matters of note highlighted. Provided the grant is used and managed in accordance with the grant terms and conditions, there are no known legal implications to accepting the grant and to entering into suitable grant agreements (Sarah Orrell)

8. **Co-operative Agenda**

8.1 The Lifelong Learning Service embeds the Co-operative Council's values and priorities in its delivery of learning opportunities across the Borough. The Service engages learners in decision making and regularly seeks views and input when developing the curriculum. The Service is committed to working with local communities, families and individuals with a particular focus on active citizenship and getting people into employment as part of the 'Get Oldham Working' campaign. The Service also works closely with each of the 6 districts to maximise impact across the borough.

9 **Human Resources Comments**

9.1 None. (Diane Thorpe)

10 **Risk Assessments**

10.1 None.

11 **IT Implications**

11.1 None.

12 **Property Implications**

12.1 None.

13 **Procurement Implications**

13.1 None.

14 **Environmental and Health & Safety Implications**

14.1 No comment or evaluation needed. (Lauren Wood)

15 **Equality, community cohesion and crime implications**

15.1 The Lifelong Learning Service support the Council's focus on community cohesion. The Service's mission centres on widening participation and fostering community cohesion. By delivering a wide range of learning opportunities to individuals, target groups and communities the Service contributes to the Council's priorities.

16 **Equality Impact Assessment Completed?**

16.1 Yes.

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 ESR-06-23

19 **Background Papers**

19.1 None.

20 **Appendices**

20.1 Appendix 1 – GMCA Grant Agreement

20.2 Appendix 2 - EIA

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(1) GREATER MANCHESTER COMBINED AUTHORITY

And

(2) THE BOROUGH COUNCIL OF OLDHAM

GRANT FUNDING AGREEMENT

**for the Devolved GM Adult Education Budget
Funding Year 2022/23**

To operate from the 1st August 2022 to 31st July 2023

Grant Profile Schedule) and the Greater Manchester Combined Authority Adult Education Budget: Funding and Performance Management Rules for the 2022 to 2023 funding year (the GMCA AEB Funding and Performance Management Rules). The Maximum Grant which is payable by GMCA to the Council for the Funding Year from 1 August 2022 to 31 July 2023 is **£2,804,560.02 (Two Million, Eight Hundred and Four Thousand, Five Hundred and Sixty Pounds and Two Pence Sterling)**. Included in the approved allocation is funding for LCRCA residents of £450.

IT IS AGREED AS FOLLOWS:

1. Definitions

- 1.1 In this Agreement the expressions set out in Schedule 1 (**Definitions**) shall have the meanings ascribed to them therein.
- 1.2 In this Agreement any references to Statutory Entitlements only relate to those included in GMCA Order referred to in paragraph A above.

2. Interpretation of the Agreement

The meaning of the capitalised terms included in this Agreement are defined at Schedule 1.

3. Variation and Termination

- 3.1 GMCA reserves the right at its absolute discretion to vary the Agreement. Any such variation shall be recorded in writing on a Variation to Agreement Form as set out in Schedule 13 (**Variation to Contract**) or other such form as determined by GMCA from time to time.
- 3.2 GMCA may give notice to terminate the Agreement with immediate effect in accordance with Schedule 3 (**Breach and Termination**) if the Council commits a Serious Breach of any of the terms of this Agreement and (if such a Serious Breach is remediable) fails to remedy that Serious Breach to the reasonable satisfaction of GMCA within the period specified by GMCA.

4. Effective Date

This Agreement shall start on the Commencement Date and will end on the Expiry Date unless terminated earlier in accordance with this Agreement.

5. Conditions of Funding and Payment

- 5.1 The Council shall use this Grant in accordance with the approach set out in this Agreement and the GMCA AEB Funding and Performance Management Rules and the Grant should not be used for any other purposes (e.g. for the delivery of Apprenticeship or Adult Learning Loans education provision).
- 5.2 GMCA will consider the Council's delivery of the Provision in the academic year running from 1 August 2021 to 31 July 2022 when setting the Council's allocation of Devolved GM AEB grant funding for the academic year running from 1 August 2022 to 31 July 2023. GMCA will also through a supplemental Grant Delivery and Financial Schedule

for the academic year running from 1 August 2022 to 31 July 2023 seek to influence the mix and balance of Provision to Learners to be delivered by the Council, which will reflect the delivery outcomes set out in GMCA Strategic Economic Plan.

- 5.3 GMCA will also consider any Provision that the Council delivers through a GM AEB Contract for Services as an Independent Training Provider or as a Sub-contractor in determining the final allocation of Grant for the academic year running from 1 August 2022 to 31 July 2023.
- 5.4 The Council will receive a Grant for the 2022/2023 Funding Year, underpinned by a three-year plan, which will be paid on the profile and in accordance with the information set out in Schedule 2 (**Provision and Grant Profile**).
- 5.5 Once received the Council will decide how the Grant is spent on the delivery of Provision to Learners. GMCA expects the Council to ensure that it has appropriate governance and accountability arrangements in place. A summary of the key governance and accountability requirements of GMCA is included at Schedule 5 (**Responsibilities of the Council**). In addition, the Council must fulfil all the conditions of funding imposed by GMCA in this Agreement and the GMCA AEB Funding and Performance Management Rules. At no time should delivery of Provision to Learners by the Council in the period covered by this Agreement result in the overall Maximum Grant being exceeded, unless with the prior written agreement of GMCA.
- 5.6 The principles and features of GMCA's Devolved GM AEB funding system and the requirements in respect of each type of Provision which can be delivered is set out in the GMCA AEB Funding and Performance Management Rules.
- 5.7 The rates payable by GMCA in respect of each type of Provision are set out in the GMCA AEB Funding and Performance Management Rules and may not be exceeded by the Council unless agreed in writing with GMCA.
- 5.8 The Provision is to be delivered in accordance with any specific requirements of GMCA, including but is not limited to the GMCA AEB Funding and Performance Management Rules.
- 5.9 The Council shall ensure that the Grant is not used to deliver Provision for which the Council has already received other funding to deliver (including other Public Funds). If GMCA identifies that the Council has used Grant in a way not permitted under this Agreement (or the GMCA AEB Funding and Performance Management Rules) it may require repayment of some or all of the Grant by the Council in accordance with Clause 7 (**Repayment of Grant**) or may make a deduction from GMCA's future funding allocations to the Council from the Devolved GM AEB.
- 5.10 To ensure that GMCA has information regarding the total Government Adult Funding allocated to the Council to support the Council to deliver adult education and skills training (both to adults who are residents of GMCA Area and to adults who are not residents of GMCA Area), the Council must advise GMCA in writing of any other Adult funding streams (in addition to the Grant) being received by the Council from either central Government or any public sector organisation (including but not limited to):
 - (i) funding received from any geographic areas with a Devolution Deal (e.g. the Liverpool City Region Combined Authority), including any funding received from any sub-contracting arrangements;

- (ii) funding received from any geographic areas without a Devolution Deal (e.g. Cheshire East Council) including any funding received from any sub-contracting arrangements);
- (iii) funding received from any sub-contracting arrangements which the Council has entered where the funding comes from the Devolved GM AEB;
- (iv) funding received from other institutions or providers where this funding in turn comes from central Government of any public sector organisation; or
- (v) funding received direct from central Government any of its Departments or Agencies (including European Social Fund monies).

The Council must also advise GMCA as soon as reasonably practicable of any significant changes to the Council's Adult skills funding allocations which occur during the Funding Year.

- 5.11 GMCA reserves the right to impose additional conditions of funding where it considers it is necessary to do so in order to:
- (i) secure the delivery of Provision of a reasonable quality by the Council to Learners;
 - (ii) ensure that the Grant provided by GMCA is being used effectively and efficiently; and
 - (iii) require the Council to address concerns about its financial viability.

6. Sub-contracted Provision

- 6.1 The Council can as part of agreeing its Grant Delivery and Financial Schedule with GMCA make proposals to sub-contract some of the Provision which is funded by way of Grant allocated under this Agreement as stated in paragraphs 3.42 through to 3.66 of GMCA AEB Funding and Performance Management Rules. GMCA supports sub-contracting where it extends the breadth and reach of the delivery of Provision, or supports Learners with complex needs, offers opportunities to small scale niche or specialist provision of services, or creates additional opportunities enabling GMCA residents in low paid jobs to upskill or retrain, with a focus on GMCA skills shortage area.
- 6.2 The Council must obtain the prior written consent of GMCA before entering into any sub-contracting arrangements for the delivery of Provision to Learners.
- 6.3 The Council must ensure that any Sub-contractors are selected fairly and have sufficient capacity, capability and financial resources to deliver quality Provision to Learners.
- 6.4 Where the Council sub-contracts or intends to sub-contract any duties or obligations arising out of this Agreement, the Council must agree that as part of its Grant Delivery and Financial Schedule with GMCA and must provide GMCA with details of all Sub-Contractors and the information in relation to Sub-contractors in accordance with the provisions of Schedule 15 (**Sub-contracting**) of this Agreement. The Council must

notify GMCA of any within Funding Year changes to its Sub-contractors as stated in paragraphs 3.60 and 3.61 of GMCA AEB Funding and performance Management Rules. GMCA reserves the right to require the Council not to enter into, or to terminate, any sub-contract to deliver the Provision under this Agreement.

- 6.5 The Council must comply with the requirements on sub-contracting delivery of the Provision set out in Schedule 15 (**Sub-contracting**). Sub-contracting any part of the delivery of the Provision shall not relieve the Council of any obligation or duty attributable to it under this Agreement or the GMCA AEB Funding and Performance Management Rules. The Council is responsible for all the actions of its Sub-contractors connected to or arising out of the delivery of the Provision which it sub-contracts as stated in paragraph 3.55 of GMCA AEB Funding and Performance Management Rules.
- 6.6 Only one level of sub-contracting is allowed by GMCA as stated in paragraph 3.46 of GMCA AEB Funding and Performance Management Rules. Where GMCA agrees that the Council may sub-contract the delivery of any Provision under this Agreement, the Council shall ensure that there is in place a legally binding sub-contract between the Council and its Sub-contractors. If requested (in writing) the Council should make a copy of any sub-contract available to GMCA for information. Where the Council subcontracts to enable delivery of the Provision covered by this Agreement, it should contain a term to enable GMCA to enforce the terms of the sub-contract should it need to.
- 6.7 Where the Council enters into a sub-contract for the purpose of delivery of any Provision, the Council shall ensure that the sub-contract includes any terms specified in the GMCA AEB Funding and Performance Management Rules.
- 6.8 The Council shall make payment to any Sub-contractor within 15 days of receiving a valid claim for payment and ensure that any sub-contract entered into for the purpose of delivery of any Provision includes a term in the sub-contract that payment will be made within 15 days of receiving payment from GMCA.

7. Repayment of Grant

- 7.1 GMCA reserves the right to require the Council to repay all or part of the Grant provided by GMCA pursuant to this Agreement in the event of a breach by the Council of the terms and conditions of funding set out in this Agreement, the GMCA AEB Funding and Performance Management Rules, or in the event that the Council fails to meet the requirements of the Grant Delivery and Financial Schedule.
- 7.2 Where a (sample) audit is undertaken on behalf of GMCA (through a third party) or directly, the Council is required to provide accurate information to support the payment of Grant made by GMCA. If any such audit identifies errors in the evidence supplied by the Council which the auditor deems are material, GMCA reserves the right at its absolute discretion to require the Council to carry out an 100% audit of all or part of the Provision and/or to recover from the Council an amount based on the error rate identified by the auditor and the total value of the Grant.
- 7.3 GMCA shall be entitled to recover any Grant sums repayable by the Council pursuant to this Agreement by deducting them from future payments due to the Council under this Agreement.
- 7.4 GMCA shall be entitled to recover any used or uncommitted Grant funds at the end of

this Agreement or require the Council to use such Grant funds for purposes as directed by GMCA. In exceptional circumstances GMCA can require through the issuing of an invoice, Grant funds to be returned by the Council.

8. Premises

- 8.1 The Council shall have in place sufficient insurance for its Premises, assets and property and shall manage and develop its Premises and property with regard to good practice guidance in the further education sector and ensure that it maintains Premises which are properly equipped to deliver the Provision for which it is Grant funded by GMCA pursuant to this Agreement.
- 8.2 The Council must ensure that it complies at all times with the Law in relation to the condition of any Premises that it uses to deliver the Provision (including but not limited to the Health and Safety at Work Act 1974 and the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 ("**RIDDOR**").
- 8.3 Where the Council proposes to dispose of, lease or rent Premises, land and/or buildings which have been acquired, developed and/or refurbished or modernised with the help of capital grants from the ESFA or its predecessor bodies, or GMCA (a **Public Sector Capital Grant**) GMCA should be notified in writing of such transactions and reserves the right to require where appropriate repayment of some, or all, of the associated Public Sector Capital Grant.

9. European Social Fund (ESF) Funding

- 9.1 Where notified in writing by GMCA that the Grant funding under this Agreement can be used as match funding for ESF funding, the Council must follow the ESF match funding rules that are set out in paragraphs 4.51 to 4.54 of the GMCA AEB Funding and Performance Management Rules and should include the use of the ESF logo.
- 9.2 Where requested to do so in writing by GMCA, the Council shall provide such information in such form as GMCA specifies to enable GMCA to comply with the requirements of the ESF.
- 9.3 Without prejudice to the Council's obligation to provide GMCA with information as set out at Clause 9.2, the Council shall be responsible for ESF compliance and risk management in situations when ESF is received by the Council.

10. Financial Reporting and Audit

- 10.1 It is the responsibility of the Council to make sure that it complies with all relevant Law and follows the best practice recommendations of relevant accounting and audit professional bodies when preparing and publishing its Annual Report and Accounts.
- 10.2 The Council will ensure that it complies with the financial auditing and audit obligations set out in Schedule 6 (**Financial Reporting and Audit**).
- 10.3 The Council shall not disclose any matters pertaining to GMCA or the Grant in the Financial Reports and Accounts of the Council or other publication or disclosure without the prior written agreement of GMCA.

11. Subsidy Control and Employer Contribution

- 11.1 The Council shall satisfy itself that the Grant to be made by GMCA pursuant to this Agreement complies with the requirements of all applicable Subsidy Control Law or relevant rules which apply in domestic UK law from 1 January 2022, as applicable and as stated in paragraphs 4.61 to 4.65 in the GMCA AEB Funding and Performance Management Rules.
- 11.2 The Council shall procure and maintain the necessary expertise and resources to ensure the Grant is used by the Council in accordance with the requirements of all applicable Subsidy Control Rules.
- 11.3 The Council agrees to collect and retain appropriate records of compliance with the Subsidy Control Rules and will supply those records to the GMCA on request, to allow the GMCA to respond to any investigation(s) instigated by the Competition and Markets Authority (**CMA**) or other competent body as set out in the Subsidy Control Act 2022.
- 11.3 In the event of finding of Subsidy Control Rules non-compliance by the CMA or other competent body, the GMCA reserves the right to require the Council to make immediate repayment of all or some of the Grant, together with interest in accordance with the CMA's reference rates.
- 11.4 The GMCA reserves the right to require the Council to obtain a contribution towards the cost of the Provision delivered under this Agreement from the employer of any Learner. Where an employer contribution is required, GMCA will confirm to the Council in writing the exact percentage of the employer contribution.
- 11.5 Where GMCA requires the Council to obtain an employer contribution towards the cost of the Provision under Clause 11.4 of this Agreement, the Council must provide evidence to GMCA that the employer contribution has been received.

12. National Assurance and Intervention Regime

On 31 January 2019 the insolvency and intervention regime under the Technical and Further Education Act 2017 came into force and introduced a new insolvency regime for FE Colleges. As set out in the MOU, GMCA will work closely with, the DfE and ESFA and will gain assurance wherever possible from the quality and financial assurance processes and audits conducted by central Government and its agencies (where these agencies carry out financial assurance and audits of certain categories of providers). Schedule 7 (**ESFA, OSTED, Quality Assurance and Raising Standards**) sets out how GMCA will work with national assurance agencies (where these agencies carry out financial assurance and audits of certain categories of providers) and how this will affect the operation of this Agreement.

13. Notice of Concern or Withdrawal of funding

- 13.1 As set out in the MOU, the ESFA will regularly share information with GMCA on national intervention activity where this involves any organisations which are in receipt of Devolved GM AEB funding. This information will include activity arising or planned following FE Commissioner Intervention Activity, Ofsted inspection, Minimum Standards Failure or any Notice to Improve.
- 13.2 Without prejudice to the generality of Clause 13.1, the ESFA will notify GMCA if it intends to issue the Council with a Notice of Concern or withdraw ESFA funding from

the Council for either of the reasons below:

- (i) All or any part of provision delivered by the Council to ESFA pursuant to any grant funding agreement or contract for services entered into between ESFA and the Council falls below the national Minimum Standards or other standards which may be set by the ESFA; or
- (ii) The Council is rated inadequate by the ESFA for financial health or financial control, including but not limited to receipt of an adverse opinion as the result of an Accountability Review, internal or external audit, or qualified auditors' report on its final 19+ Apprenticeship and Adult Education Budget funding claim.

13.3 Additional information on the action that will be taken should the Council receive notification from ESFA as set out in Clause 13.2 is contained in Schedule 7 (**ESFA, OFSTED, Quality Assurance and Raising Standards**).

13.4 GMCA will notify the ESFA as soon as reasonably practicable:

- (i) if GMCA intends at any time to reduce the Council allocation of Devolved GM AEB by more than the greater of £100,000 or 10 % of the Maximum Grant specified at Schedule 2 (**Provision and Grant Profile**); or
- (ii) if GMCA believes that action is being taken by the Council which could put Learner Provision or public funds at risk.

13.5 Additional information on the action that GMCA may decide to take in relation to this Agreement in the event of the occurrence of any of the circumstances outlined at Clauses 13.1 to 13.3 (inclusive) is set out in Schedule 3 (**Breach and Termination**).

14. Performance Management

The Council shall deliver the Provision to an acceptable standard of quality and comply with GMCA AEB Rules as amended from time to time. A summary of key provisions of GMCA AEB Rules is attached at Schedule 2 (**GM Devolved AEB Provision And Grant Payment Profile**).

15. Learner Health, Safety and Welfare

The Council shall ensure that Provision is delivered to Learners in safe, healthy and supportive environments, which meet the needs of Learners and comply with all relevant Law. Without prejudice to the generality of this clause 15, the Council shall ensure that it complies at all times with the requirements in relation to Learner health and safety set out in Schedule 9 ("**Learner Health and Safety**").

16. Equal Opportunities

The Council shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010, or any statutory modification or re-enactment thereof or any other statutory provision relating to discrimination in employment or the delivery of the Provision. Without prejudice to the generality of this Clause 16, the Council shall ensure that it complies at all times with the requirements in relation to equal opportunities set out in Schedule 10 (**Equal Opportunities**).

17. Compliance with all applicable Law

The Council shall at all times comply with all applicable Law in delivering the Provision to the Learners and carrying out its obligations under this Grant Agreement.

18. Retention of Documents

18.1 The Council and its Sub-Contractors shall retain original invoices; management information returns and all other documents necessary to verify the Provision delivered by itself or by its Sub-Contractors for 10 years from the end of the financial year in which the last payment of Grant is made.

18.2 Confirmation of the document destroy date which will apply to the information set out at Clause 18.1 will be notified to the Council in writing by GMCA. Without prejudice to any of the other rights under the Agreement to recover funds, GMCA will be entitled to recover from the Council any sums which it is required to repay to the ESF because of the Council's failure to comply with Clauses 18.1 and 18.2.

19. Data Protection and Freedom of Information

19.1 The Parties shall comply with all requirements of Data Protection Legislation, this Agreement and the provisions of Schedule 11 and will not knowingly do anything or permit anything to be done which might lead to a breach by the other party of Data Protection Legislation

19.2 Where any Personal Data is required to be shared under this Agreement in relation to the Project, the Parties shall enter into an Information Sharing Agreement in relation to any such Personal Data shared.

19. The Parties agree to comply with the requirements of Freedom of Information and EIR as set out in Schedule 11.

20. Confidentiality

20.1 For the purposes of this clause:

(a) "**Confidential Information**" means information of a confidential nature, including but not limited to information relating to the operations, plans, intentions, know-how, copyright and other intellectual property rights, software, market opportunities, strategies, customers and potential customers, competitors and potential customers, business and/or financial affairs of the Parties,

(b) "**Disclosing Party**" means the Party disclosing Confidential Information, and

(c) "**Receiving Party**" means the Party receiving Confidential Information.

20.2 Each Party agrees to keep Confidential Information disclosed to it by the other Party strictly confidential and not to use any such Confidential Information for any purpose other than for purposes directly related to the provision of the Grant. The Receiving Party will restrict access to Confidential Information of the Disclosing Party to such of its employees as need to know the same for the purposes set out in this clause and will not disclose any such Confidential Information to any third party without the prior

written consent of the Disclosing Party and, in the event that such disclosure is permitted, the Receiving Party will procure that such third party agrees to be bound by the terms of this clause in relation to such Confidential Information. The requirements of this clause will not apply to the disclosure of information which:

- (a) at the time of disclosure is in the public domain in the form supplied otherwise than through a breach of this Agreement, or
- (b) was lawfully within the possession of the Receiving Party prior to its disclosure by the Disclosing Party Provided that the source of such information was not bound by obligations of confidentiality in respect of such information, or
- (c) the Receiving Party is required to disclose by law and/or any court of competent jurisdiction or any governmental or regulatory body

20.3 The Parties acknowledge that damages may not be an adequate remedy in respect of a breach of this clause and that equitable reliefs including injunctions and orders for specific performance may be appropriate for the enforcement of this clause.

20.4 The Council hereby warrants that:

- (a) any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall treat all Confidential Information belonging to GMCA as confidential, safeguard it accordingly and only use such Confidential Information for the purposes of this Agreement; and
- (b) any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without prior written consent of GMCA, except where disclosure is otherwise expressly permitted by the provisions of this Agreement.

20.5 The Council shall take all necessary precautions to ensure that all Confidential Information obtained from GMCA is treated as confidential and not disclosed (without prior approval) or used other than for the purposes of this Agreement by any Council Personnel, servants, agents or Sub-Contractors.

20.6 Nothing in this clause 20 shall be deemed or construed to prevent GMCA from disclosing any Confidential Information obtained from the Council:

- (a) to any other Central Government or Local Government Body or Crown Body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to any professional adviser, consultant, provider or other person engaged by GMCA directly in connection with this Agreement, provided that such information is treated as confidential by the receiving consultant, provider or any other person;
- (d) on a confidential basis to any proposed successor body in connection with any assignment disposal of its rights, obligations or liabilities under this Agreement.

- 20.7 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the course of the delivery of the Provision to Learners, the Council undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- 20.8 The Council will immediately notify GMCA of any breach of security in relation to Confidential Information and all data obtained in the course of the delivery of the Provision to Learners and will keep a record of such breaches. The Council will use its best endeavours to recover such Confidential Information or data however it may be recorded. The Council will co-operate with GMCA in any investigation that GMCA considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- 20.9 The Council shall, at its own expense, alter any security systems at any time during the Grant Term at GMCA's request if GMCA reasonably believes the Council has failed to comply with this clause 20.
- 20.10 GMCA reserves the right to publish details of this Agreement and the payments of Grant made under it to comply with the Government's transparency requirements.
- 20.11 The provisions of this clause 20 will apply for the duration of the Grant and for five years after its termination.

21. Branding

- 21.1 The Council shall comply with GMCA's requirements on all and any promotional materials or activities in relation to the delivery of the Provision. This shall include but not be limited to prospectuses, direct mail advertising, TV and radio advertising, merchandising or any other literature or products.
- 21.2 The Council shall be given access to any relevant GMCA logos and statements which it is required to use. The Council will be required to use logos and statements in accordance with the terms of use and should not alter or amend such logos or statements. Logos and statements are only to be used in relation to the Provision under this Agreement. Any breach of this Clause 21 or the requirements or terms of use of which the Council is made aware are a condition of Grant funding and shall constitute a Serious Breach under Paragraph 1.2 of Schedule 3 (**Breach and Termination**) of this Agreement and could result in the Grant funding being withdrawn.
- 21.3 The Council may also be required to use logos from the DFE or other governmental funding bodies and must comply with any terms which apply to the use of such logos. The Council must ensure that the terms of this Clause 21 are contained in any sub-contract of the Provision.

22. Feedback and Complaints

- 22.1 The primary responsibility for receiving feedback and investigating complaints promptly and thoroughly in respect of the Provision shall rest with the Council. The Council shall have procedures in place, which are acceptable to GMCA, to gather and act upon feedback and complaints from Learners and/or their representatives and employers and the wider community. The Council shall be responsible for resolving complaints in accordance with its own procedures and any guidance issued by GMCA.

22.2 The Council must ensure that Learners are made aware of its procedure for dealing with complaints and that the procedure is clear and accessible to Learners who wish to complain. Where a complaint has not been resolved to the satisfaction of the complainant the Council will advise the complainant of his or her right to complain to GMCA and co-operate with any investigation carried out by GMCA and act on any recommendations made by GMCA following the investigation.

23. Dispute Resolution

23.1 Any dispute, difference or question arising between the Parties either during the currency of the Agreement or afterwards shall be referred to the nominated contacts for GMCA and the Council for discussion and review to try to resolve the same.

23.2 If a resolution cannot be found, then the escalation process set out in Schedule 14 (**Dispute Resolution**) should be followed.

24. Corrupt Gifts and Payments of Commission

24.1 The Council shall not do (and warrants that in entering the Agreement it has not done) any of the action referred to in Schedule 12 (**Corrupt Gifts and Payments of Commission**) as "Prohibited Acts".

24.2 Without prejudice to the generality of Clause 24.1 the Council shall ensure that it complies at all times with the requirements of the Bribery Act.

25. Interpretation

25.1 No failure to exercise or delay in exercising by GMCA any of its rights, powers and remedies shall operate as a waiver of any of them.

25.2 If any term, condition or provision contained in this Agreement is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will not affect the validity, legality or enforceability of the remaining parts of this Agreement.

26. Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English courts.

27. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any previous arrangement, understanding or agreement between the Parties whether written or oral (which shall be deemed to have terminated by mutual consent)

28. Headings

Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses to which they relate.

29. Variations

Any variation to this Agreement shall only be valid if made in writing signed by duly authorised representatives of each of the Parties.

30. Exclusion of Agreements (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 (the "Act") to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

31. Notices

31.1 Any notice which is to be given by either Party to the other shall be in writing and served on the recipient personally by hand delivery or sent by first class recorded delivery post or by special delivery post. The notice shall be deemed to have been served on the day of delivery if delivered by hand or 2 (two) Working Days after the day on which it was posted

31.2 For the purposes of clause 31.1, the address of each Party shall be:

(a) For the GMCA:

For the attention of:

GREATER MANCHESTER COMBINED AUTHORITY

Address:

1st Floor, Broadhurst House, 56 Oxford Street, Manchester M1 6EU

(b) For the Council:

For the attention of:

THE BOROUGH COUNCIL OF OLDHAM

Address:

The Civic Centre, Oldham Council, West Street, Oldham, OL1 1UG

31.3 Either Party may change its address for service by serving a notice in accordance with this clause.

32. Counterparts

32.1 This Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Agreement by electronic transmission, including copies of the executed signature pages via PDF, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Agreement by all Parties

32.2 This Agreement may be signed by any Party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such Party's intention to be bound by this Agreement as if signed by each Party's manuscript signature.

SCHEDULE 1

DEFINITIONS

“Advanced Learner Loans” means loans which are available for GMCA residents aged 19 or above to undertake approved qualifications at level 3 to level 6, at an approved provider in England. Advanced learner loans give GMCA residents access to financial support for tuition costs similar to that available in higher education and are administered by Student Finance England.

“Agreement” means this Agreement for Grant agreed between the Parties including the Schedules and any other documents (or parts thereof) specified in the Agreement (including but not limited to GMCA AEB Rules) and any variations to the Agreement agreed in writing and signed by both Parties..

“Apprenticeship” means the training and (where applicable) end point assessment for an employee as part of the job with an accompanying skills development programme.

“Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

“Child” means a person under the age of 18.

“Combined Authority” means a legal body established pursuant to the Local Democracy, Economic Development and Construction Act 2009, comprising two or more local authorities to undertake statutory and/or delegated functions.

“Commencement Date” means 1st August 2022.

“Community Learning” means learning which helps people of different ages and backgrounds gain a new skill, reconnect with learning, pursue an interest, learn how to support their children better, or prepare for progression to more formal courses / employment.

“Conditions” means the numbered clauses of the Agreement as distinct from the Schedules.

“Confidential Information” means any information, including Personal Data as defined by the DPA, and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, knowhow, personnel, and supplies of the Parties including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (where or not it is marked “confidential”).

“Council” means the Local Authority within the GMCA Area named in the Parties clause 1.1.

“Council’s Constitution” means the constitution of the Council which includes the financial regulations and governance arrangements of the Council.

“Council Lead Officer” means the senior officer of the Council who has responsibility for ensuring that the Council complies with its obligations under this Agreement.

“Council Personnel” means all persons employed or engaged by the Council, together with the Council’s servants, agents, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor’s servants, consultants, agents) used in the performance of its obligations under this Agreement.

“Crown Body” means any department, office or agency of the Crown, including OFSTED, the Care Quality Commission, the Charity Commission and the Office for Students.

“Data Protection Legislation” means

- (i) The UK GDPR, the LED and any applicable national implementing Laws as amended from time to time
- (ii) the DPA to the extent that it relates to processing of personal data and privacy;
- (iii) all applicable Law about the processing of personal data and privacy including where applicable the guidance, best practise and codes of practice issued by the Information Commissioner as amended or superseded from time to time;

“Controller”, “Processor”, “Data Subject” “Personal Data” “Personal Data Breach” and “Data Protection Officer” “Processing” shall all take the meaning given in the UK GDPR and shall be interpreted accordingly.

“Data Sharing Agreement” means the agreement between GMCA and the Council as described in Schedule 11 (**Information and Data Protection**).

“DfE” means the Department of Education which incorporates its Executive Agency the ESFA.

“DPA” means the Data Protection Act 2018

“Devolved GM Adult Education Budget (AEB)” means that part of the national Adult Education Budget (AEB) which is to be spent by GMCA in the exercise of its Devolved GM Adult Education Functions, on the provision of adult education and skills training for eligible residents of GMCA Area. Pursuant to the Memorandum of Understanding, each year HM Treasury will confirm to the DfE the amount of the national AEB and the DfE will then confirm to GMCA the amount of the Devolved GM AEB which will be transferred from the DfE to GMCA. The Devolved GM AEB combines all of the Education Skills Funding Agency (**ESFA**) participation and support funds but does not include European Social Fund (**ESF**) funding; Apprenticeships Funding and Advanced Learner Loans funding;

“Devolved GM Adult Education Functions” means the Secretary of State functions in relation to adult education and skills training which have been transferred to GMCA pursuant to the GM AEB Order.

“Earnings Adjustment Statement (EAS)” means the form that providers (including the Council) need to fill in to claim funding through the Individualised Learner Record (**ILR**).

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations

“End Year reconciliation” means the process by which GMCA will adjust future year

allocations of Grant to the Council to reflect previous year underperformance by the Council.

“**ESF**” means the European Social Fund.

“**ESFA**” means the Education and Skills Funding Agency, an Executive Agency of the DfE.

“**EU GDPR**” means the General Data Protection Regulation of the European Union.

“**Exempt Information**” means any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Agreement or otherwise relating to the Council or GMCA, which potentially falls within an exemption to FOIA (as set out therein);

“**Expiry Date**” means 31 July 2023 or such other later date as is notified in writing to the Provider by GMCA in accordance with Clause 3.3.

“**FOIA**” means the Freedom of Information Act 2000 and all regulations made there under from time to time or any superseding or amending enactment and regulations.

“**FOIA notice**” means a decision notice, enforcement notice and/or an information notice as defined under FOIA.

“**Funding Year**” means the ESFA funding year which runs from the 1st August to the 31st July.

“**Further Education Commissioner**” means the individual appointed to provide independent advice to the Minister of Skills and Enterprise (the Minister) and the Chief Executive of the ESFA in respect of the capability and capacity of the existing governance and leadership of further education and sixth form colleges.

“**GM AEB Contract for Services**” means a contract for services entered into between GMCA and the Council and which is funded out of the Devolved GM AEB. The Council may be a Subcontractor under the GM AEB Contract for Services. Alternatively, the Council may have been awarded the GM AEB Contract for Services as a result of the procurement process carried out by GMCA in relation to the “procured element of the Devolved GM AEB” which is described in the GM Strategy.

“**GM AEB Order**” means The Greater Manchester Combined Authority (Adult Education Functions) Order 2018.

“**GM AEB Strategy**” means the Adult Education Budget Commissioning Strategy which sets out GMCA’s approach to managing the Devolved GM AEB during the period from 1 August 2019 to 31 July 2023.

“**GMCA AEB Funding and Performance Management Rules**” means the Greater Manchester Combined Authority Adult Education Budget: Funding and Performance Management Rules for the 2022 to 2023 funding year as amended and updated by GMCA from time to time.

“**GMCA Area**” means the area consisting of the areas of the constituent councils of GMCA, being the areas of the metropolitan district councils for the local government areas of

Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan.

“Grant” means the amount of Devolved GM AEB provided by GMCA to the Council pursuant to this Agreement and which is paid by GMCA to the Council on profile (as detailed at Schedule 2 (GM Devolved AEB Provision and Grant Payment Profile) as reimbursement for Provision to Learners delivered by the Council.

“Grant Delivery and Financial Schedule” means the supplemental agreement to be entered into between the Parties for the academic year running from 1 August 2022 to 31 July 2023, which will seek to influence the mix and balance of Provision to be delivered by the Council and which will reflect the Delivery Outcomes set out in GMCA Strategic Economic Plan.

“Grant Term” means the period from and including the Grant Commencement Date up to and including the 31 July 2023.

“Greater Manchester Combined Authority” (GMCA) means the legal body corporate created by The Greater Manchester Combined Authority Order 2011 as the combined authority for GMCA Area. Pursuant to the GM AEB Order, GMCA has statutory authority to undertake the statutory or delegated functions in relation to adult education and skills training which are transferred to GMCA by the GM AEB Order, including the power to enter into this Agreement for Grant.

“Greater Manchester Strategy” means “Greater Manchester Strategy 2021–2031 Good Lives for All”.

“High Needs Learner” means a learner aged 16-18, or any young person aged 18-25 subject to an Education Health and Care Plan who requires additional support.

“Individualised Learner Record (ILR)” means the primary data collection requested from providers for further education and work-based learning in England. The data is used widely, most notably by the government, to monitor policy implementation and the performance of the sector. It is also used by organisations that allocate funding for further education.

“Information” means any recorded information, held in either manual and/or electronic form.

“Inspectorates” means one, any or all of the inspectorates: Office for Standards in Education, Children’s Services and Skills (Ofsted), Her Majesty’s Inspectorate for Education and Training in Wales (Estyn), the Quality Assurance Agency for Higher Education, the Higher Education Funding Council for England, and the Care Quality Commission (CQC).

“Intellectual Property” means any rights of either Party in designs, copyright, trademarks, patents or any other form of intellectual property whether in the United Kingdom or otherwise throughout the world.

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of law

“Learner” means any third party including any student, apprentice, trainee or person who

is a resident within GMCA Area and to whom the Council is required to deliver the Provision.

“Learner Files”/“Evidence Packs” means any information relating to a Learner generated by the Council, the Learner or a third party for the purpose of the delivery of the Provision.

“Learner Support” means funding to enable providers (including the Council) to support Learners with a specific financial hardship.

“LED” means Law Enforcement Directive (Directive (EU) 2016/680)

“Maximum Grant” means the maximum amount of Grant that GMCA has agreed to pay to the Council under this Agreement, being the sum of **£2,804,560.02 (Two Million, Eight Hundred and Four Thousand, Five Hundred and Sixty Pounds and Two Pence Sterling)**.

“Memorandum of Understanding/MOU” means the Memorandum of Understanding entered into between (1) The Secretary of State for Education, acting through the DFE and ESFA, and (2) GMCA which sets out the arrangements between the parties in relation to the Devolved GM AEB, including the obligations imposed on GMCA in relation to the terms and conditions which GMCA must include in its legal arrangements with parties who are funded by GMCA out of the Devolved GM AEB.

“Minor Breach” shall have the meaning given to it in Paragraph 1.1 of Schedule 3 (**Breach and Termination**).

“OFSTED” means the Office for Standards in Education, Children’s Services and Skills.

“Parties” means GMCA and the Council named as the Parties to this Agreement.

“Premises” means any property/location where the Provision is delivered to Learners.

“Prohibited Act” means offering, giving or agreeing to give to any officer of GMCA any gift or consideration of any kind as an inducement or reward for:

- (i) doing or not doing (or for having done or not done) any act in relation to the obtaining or performance of this Contract or any other contract with GMCA; or
- (ii) showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with GMCA;
- (iii) entering into this Contract or any other contract with GMCA where a commission has been paid or has been agreed to be paid by the Council or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to GMCA:
- (iv) committing any offence:
 - (a) under the Bribery Act;
 - (b) under legislation creating offences in respect of fraudulent acts; or
 - (c) at common law in respect of fraudulent acts in relation to this Contract or any

- other contract with GMCA;
- (d) defrauding or attempting to defraud or conspiring to defraud GMCA.

“Provision” means a programme of education and/skills training delivered by the Council to Learners under this Agreement.

“Public Funds” means all of the Council’s income and receipts from GMCA (paid out of the Devolved GM AEB); the DfE, the Education and Skills Funding Agency (ESFA) and the Higher Education Funding Council for England (HEFCE).

“Regulatory Body” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate or investigate the matters dealt with in this Agreement or any other affairs of the Council or GMCA, including, without limitation OFSTED.

“Serious Breach” shall have the meaning given to it in Paragraph 1.2 of Schedule 3 (**Breach and Termination**).

“Subsidy Control Rules” means the rules on the provision of Subsidies as set out in the Subsidy Control Act 2022.

“Statutory Entitlements” means the statutory entitlement to education and training which allows GMCA residents to be fully funded who are aged: 19 and over, who have not achieved a Grade A* -C, grade 4, or higher, and study for a qualification in English or maths up to and including level 2, and 19 to 23, if they study for a first qualification at level 2 and/or level 3 and 19 and over, if they have digital skills assessed at below level 1.

“Sub-contractors” means other third parties to whom the Council or may sub-contract the delivery of Provision to Learners (where applicable) subject to the terms in Schedule 15 (Sub-contracting).

“UK GDPR” means the provisions of the EU GDPR which have been retained in UK domestic law through the European Union (Withdrawal) Act 2018 as amended by existing Law or further Law from time to time.

“Variation” means a change to this Agreement, including but not limited to a change to the Provision which is being delivered by the Council to Learners, which will be recorded using the Variation to Agreement Form attached at Schedule 13 (Variation to Agreement Form).

“VAT” means value added tax and any tax duty of a similar nature levied in addition to or in substitution for the same.

SCHEDULE 2

GM DEVOLVED AEB PROVISION AND GRANT PAYMENT PROFILE

1. GMCA will pay Grant to the Council in accordance with the Grant Payment Profile set out in the table at paragraph 6 below and will provide GMCA with three funding claims per Funding Year (which runs from the 1 August to the following 31 July). The grant funding claims submitted by the Council to GMCA should reflect the actual delivery of Provision by the Council as at the date of the Grant claim, and where appropriate, provide a forecast of the delivery of Provision by the Council for the remainder of the Funding Year. The Grant claim dates for the Funding Year running from 1 August 2022 to 31 July 2023 are as follows:
 - (i) The mid-year claim to be submitted by the Council to GMCA on 28 February 2023; and
 - (ii) The end-year claim to be submitted by the Council to GMCA on 30 September 2023; and
 - (iii) The final funding claim to be submitted by the Council to GMCA on 31 October 2023.
2. The Council must make its Grant claims to GMCA in accordance with the GMCA AEB Funding and Performance Management Rules. The GMCA AEB Funding and Performance Management Rules set out the points at which the Council can request any in- year reductions of Grant or requests for increase in Grant.
3. GMCA will undertake a final end of year reconciliation matching the final funding claim of the Council in respect of Grant payment against the ILR data the Council has provided to GMCA.
4. GMCA will not pay the Council for over-delivery of Provision unless such over-delivery of Provision has been previously agreed and confirmed in writing by GMCA.
5. The value of any unspent Grant funds which are retained by the Council will reduce the amount of the allocation of GM Devolved AEB which is allocated to the Council by GMCA for the following Funding Year, thereby lowering the allocation of Grant that the Council will receive from the GM Devolved AEB for the 2023/2024 Funding Year.

6 GMCA will pay Grant to the Council in accordance with the following Grant Payment Profile:

Period and Month - Year starts August	AEB Monthly Payment Profile	AEB Cumulative Payment Profile	Monthly Payment Amount
19-Aug-22	14.44%	14.44%	£404,978.47
19-Sep-22	8.58%	23.02%	£240,631.25
18-Oct-22	8.67%	31.69%	£243,155.35
18-Nov-22	7.08%	38.77%	£198,562.85
19-Dec-22	5.69%	44.46%	£159,579.46
20-Jan-23	7.44%	51.90%	£208,659.27
20-Feb-23	5.39%	57.29%	£151,165.78
17-Mar-23	5.36%	62.65%	£150,324.42
20-Apr-23	12.69%	75.34%	£355,898.67
19-May-23	10.21%	85.55%	£286,345.58
16-Jun-23	8.70%	94.25%	£243,996.72
20-Jul-23	5.75%	100%	£161,262.20

SCHEDULE 3

BREACH AND TERMINATION

1. For the purpose of this Agreement, the following definitions shall have the meanings set out below:

1.1 **"Minor Breach"** shall mean a delay or non-performance by either Party of its obligations under the Agreement which does not materially, adversely or substantially affect the performance or delivery of the Provision to Learners or the provision of a safe, healthy and supportive learning environment;

1.2 **"Serious Breach"** shall mean any breach defined as a Serious Breach in the Agreement or any breach or breaches which adversely, materially or substantially affect the performance or delivery of the Provision to Learners or compliance with the terms and conditions of the Agreement or the provision of a safe, healthy and supportive learning environment. Failure to comply with Law, or actions or omissions by the Council that endanger the Health or Safety of Learners (including but not limited to any failure on the part of the Council to comply with its obligations under Schedule 9 (Learner Health and Safety) or Schedule 10 (Equal Opportunities) would constitute a Serious Breach.

2. For the avoidance of doubt:

2.1 neither Party shall be liable for any Minor Breach or Serious Breach under this Agreement, which occurs as a direct result of any act or omission by the other Party, its staff or agents; and

2.2 in the event of a breach the Party not in breach may enforce the clauses in the Agreement relating to breach (including, but not limited to this Schedule 3) even if it has not done so in the event of earlier breaches.

3. **Minor Breach**

Without prejudice to any other remedy, in the event of a Minor Breach, the Parties will adopt the following procedure:

3.1 The Party not in breach shall be entitled to serve written notice on the Party in breach, giving full details of the breach and requiring the other Party to remedy the breach within a specified period.

3.2 If the Party in breach fails to remedy the Minor Breach within the time specified in the notice served under Paragraph 3.1 of this Schedule 3 or such other period as may be agreed between the Parties, it shall constitute a Serious Breach by the Party in breach.

4. **Serious Breach**

Without prejudice to any other remedy, in the event of a Serious Breach, which is capable of remedy, the Parties shall adopt the following procedure:

4.1 The Party not in breach shall be entitled to serve written notice on the other

Party giving full details of the breach and requiring the other Party to remedy the breach within a specified period.

- 4.2 Where GMCA has served a notice under Paragraph 4.1 of this Schedule 3, GMCA has the right to require the Council to suspend the recruitment of Learners until GMCA has confirmed that the breach has been remedied.
- 4.3 In the event that a Serious Breach of the Agreement by the Provider cannot be remedied within the period specified in the notice served under Paragraph 4.1 of this Schedule 3 or such other period as may be agreed between the Parties, GMCA may cease funding the Council in respect of that part of the Provision to which the Serious Breach relates.
- 4.4 In the event that any Serious Breach cannot be remedied at all or within the period specified in the notice served in accordance with Paragraph 4.1 of this Schedule 3, or such other period as may be agreed between the Parties, the Party not in breach may at its sole discretion terminate the Agreement or that part of the Provision to which the breach relates with immediate effect on notice in writing to the other Party.

5. Termination

- 5.1 GMCA shall be entitled to terminate this Agreement by notice to the Council with immediate effect where the Council is the subject of a statutory council insolvency in accordance with the provisions of the Technical and Further Education Act 2017.
- 5.2 Either Party may terminate this Agreement with immediate effect in the event that in the reasonable opinion of the Party wishing to terminate this Agreement, the conduct of the other in performing its obligations under this Agreement Contract amounts to a fundamental breach of the Agreement, which is incapable of remedy.
- 5.3 Either Party may terminate this Agreement with immediate effect in the event that in the reasonable opinion of the Party wishing to terminate this Agreement, the conduct of the other in performing its obligations under this Agreement amounts to a fundamental breach of the Agreement, which is incapable of remedy.
- 5.4 GMCA reserves the right to terminate this Agreement with immediate effect by giving notice in writing if:
 - 5.4.1 the outcome of any financial health and/or control assessment undertaken in relation to the Council is inadequate; and/or
 - 5.4.2 the Council fails to comply with “Financial Health” requirements of GMCA imposed under Paragraph 5 of Schedule 6 (Financial Reporting and Audit); and/or
 - 5.4.3 the Council fails to comply with “Quality Assurance” requirements of GMCA imposed under Paragraph 3 of Schedule 7 (ESFA, Ofsted, Quality Assurance and Raising Standards); and/or
 - 5.4.4 an Ofsted inspection results in the Provision to Learners in part thereof being assessed as inadequate; and/or;

- 5.4.5 GMCA assesses that the Provision to Learners delivered under this Agreement, in whole or part, are below the minimum standards as notified specified by GMCA to the Council from time to time.
- 5.5 In addition to the rights of termination under this Schedule 3 and any other clauses of this Agreement, either Party shall be entitled to terminate this Agreement in respect of all or part of the Provision to Learners provided under the Agreement by giving to the other not less than three months' notice to that effect without the need to give a reason for termination.
- 5.6 Where either Party wishes to exercise its right to terminate the Agreement pursuant to Schedule 3, both Parties shall work together to try to minimise any disruption to Learners who are receiving Provision from the Council at the date of termination of the Agreement. Where the Council wishes to exercise its right to terminate the Agreement pursuant to Schedule 3, it will use its best endeavours to continue to support any Learners who are receiving Provision from the Council at the date of termination of the Agreement.
- 5.7 Termination of the Agreement under Schedule 3 shall not prejudice or affect any right of action or remedy, which shall have accrued or shall thereupon accrue to the Parties under this Agreement.
- 5.8 Where the Council is the subject of a statutory council insolvency in accordance with the provisions of the Technical and Further Education Act 2017 GMCA must be assumed to be a creditor of the Council. The Council must take steps to ensure that GMCA is provided with details of the insolvency process, including notification of any creditors meetings. GMCA will confirm whether in fact it is a creditor within 8 weeks of being notified that the Council is the subject of a statutory council insolvency in accordance with the provisions of the Technical and Further Education Act 2017.
- 5.9 The Council shall upon termination of the Agreement immediately deliver up to GMCA all correspondence, documents, specification papers and other property belonging to GMCA, which may be in its possession or under its control.

SCHEDULE 4

SUBMISSION OF LEARNER DATA

1. The Council must supply the ESFA data on each Learner, in accordance with the data collections framework set out in the published '[ILR specification validation rules and appendices 2022 to 2023](#)' as amended and updated, and in accordance with the GMCA AEB Funding and Performance Management Rules as amended and updated.
2. GMCA will expect the Council to continue to supply the ESFA with data in accordance with the following:
 - 2.1 in line with agreed audit arrangements;
 - 2.2 in adherence with the Data Protection Legislation;
 - 2.3 to support Grant payments to be made by GMCA from the Devolved GM AEB;
 - 2.4 to enable GMCA to carry out reconciliation in relation to Grant payments made by GMCA from the Devolved GM AEB; and
 - 2.5 to support GMCA's management of this Agreement and allocation processes for future funding of the Council from the Devolved GM AEB.
3. Data collected must be transmitted to the ESFA through the ESFA's web portal <https://submit-learner-data.service.gov.uk/>.
4. As set out in the MOU, the ESFA will enter into data-sharing arrangements with GMCA so that GMCA will have access to the data in relation to Learners who are funded by GMCA from the Devolved GM AEB that the Provider supplies to the ESFA (the "**GM Learners' Data**"). Where GMCA is concerned about the quality of the GM Learners' Data, including the completeness or accuracy of the GM Learners' Data, provided by the Council to the ESFA, GMCA may require the Council to supply the GM Learners' Data more frequently for such a period as GMCA shall require. GMCA reserves the right to require the Council, at its own cost, to carry out such work as GMCA deems necessary to improve the quality of GM Learners' Data. GMCA reserves the right to suspend Grant payments to the Council under the Agreement where data quality gives rise to concern about the accuracy of the GM Learners' Data provided by the Council.
5. Failure to transmit complete and accurate GM Learners' Data to the ESFA in accordance with this Schedule 4 will constitute a Serious Breach of Contract in accordance with Paragraph 1.2 of Schedule 3 (**Breach and Termination**) of the Agreement.
6. Where the Council is delivering the Provision to Learners claiming out of work benefits, it must provide data to the Secretary of State with responsibility for unemployment or their nominated representative in accordance with the requirements notified to the Council. Failure to transmit complete and accurate data

to the Secretary of State under this paragraph 6 will constitute a Serious Breach of Contract in accordance with paragraph 1.2 of Schedule 3 (**Breach and Termination**) of the Agreement and may result in Grant payments for this part of the Provision to be delayed or withheld.

7. The Council must update the course information in relation to the courses which are funded by GMCA at www.coursedirectoryproviderportal.org.uk in accordance with the course directory data requirements which can be found at: [Publish to the course directory \(nationalcareers.service.gov.uk\)](http://nationalcareers.service.gov.uk)

SCHEDULE 5

RESPONSIBILITIES OF THE COUNCIL

1. The GMCA expects the Council to ensure that the Grant that the Council receives from the GMCA pursuant to this Agreement is used only in accordance with the Council's powers as set out in the Council's Constitution, the Council's statutory duties, and other obligations.
2. The Chief Finance Officer of the Council is responsible for ensuring the solvency of the Council under section 151 of the Local Government Act 1972. The Council is responsible for achieving value for money in all transactions involving Public Funds.
3. The Council shall inform the GMCA of the name of the Chief Finance Officer of the Council and if the Chief Finance Officer is absent from the Council for an extended period, the name of the person who will discharge the Chief Finance Officer's responsibilities during the absence.

Responsibilities of the Council's Chief Finance Officer

4. The GMCA expects that the Council shall require the Chief Finance Officer of the Council to take personal responsibility, which shall not be delegated, to assure themselves that there is full compliance with the terms of this Agreement for Grant and any associated conditions of funding.
5. If the Chief Finance Officer has evidence that the Council is acting in breach of the Agreement or any other terms and conditions of funding the Chief Finance Officer shall inform the GMCA in writing.

SCHEDULE 6

FINANCIAL REPORTING AND AUDIT

1. The GMCA expect to place significant reliance on the adherence by the Council to the *CIPFA Code of Practice on Local Authority Accounting in the UK*.
2. As set out in the MOU, where the Council holds contracts or grant agreements with both the ESFA and GMCA, the Council will be subject to ESFA financial health processes and assessments, in addition to any checks/due diligence conducted by GMCA. The ESFA will be the lead organisation and GMCA will be looking to secure assurance through gaining copies of the work done by the ESFA in respect of the following:
 - Use of funds (including ESFA funding and Devolved GM AEB) by the Council
 - Opinion on the annual accounts of the Council
 - Council's annual assurance report on regularity and propriety
 - Council's annual Statement of Corporate Governance and Internal Control
 - Annual Report of Council's Audit Committee
 - Targeted work carried out by ESFA on any areas of concern which the ESFA has identified in relation to the Council
 - Financial Health Assessment of the Council.
3. On receipt of the above information from the ESFA, GMCA's internal "Assurance and Audit" function will review this and discuss any concerns GMCA has with the information directly with the ESFA. As set out in the MOU, GMCA, the DfE and the ESFA will work closely to ensure that any financial, performance, or other governance concerns in relation to the Council which are brought to the attention of any of the parties are shared as soon as possible. GMCA do not believe that this process will be onerous and the ability of GMCA, the DfE and ESFA to be make decisions based on "a single version of the truth" in relation to providing assurance as to the financial, performance and governance situation of the Council will be essential in minimising any additional financial reporting and audit requirements on the Council which might otherwise arise as a result of the creation of the Devolved GM AEB.
4. The key actions that GMCA expects the Council to undertake in relation to the provision of assurance to GMCA as to the financial, performance and governance situation of the Council are as follows:
 - confirm the Council has an effective policy of risk management.
 - notify GMCA immediately the Council becomes aware of any instance of suspected fraud or financial irregularity in the delivery of the Provision including but not limited to fraud involving subcontractors.
 - investigate and report to GMCA all significant cases of internal and external fraud or suspected fraud or irregularity (as defined in the *Joint Audit Code of Practice*). GMCA reserves the right to review the Council's fraud investigation files.

- notify GMCA/DfE/ESFA immediately in writing if at any time there is a risk to the solvency and viability of the Council.
 - notify GMCA/DfE/ESFA immediately if there is a risk the Council will not be able to deliver the Provision or meet the needs of Learners.
 - notify GMCA/DfE/ESFA if there is a risk the Council cannot discharge its responsibilities in relation to its solvency and safeguarding of assets and provide evidence of financial resources sufficient to enable it to continue to deliver the Provision.
5. The Council shall supply GMCA with such financial information as GMCA may request from time to time in relation to the financial health and control arrangements of the Council.
 6. The Council agrees that GMCA may share any information which is supplied by the Council pursuant to this Schedule 6 with the DfE, ESFA, any Constituent Councils of GMCA, or any other public body involved in the provision of public money to the Council.
 7. The Council shall supply to GMCA:
 - (a) as soon as they are available, but in any event within 180-days after the end of each of its Financial Years, its audited financial statement for that Financial Year.
 - (b) as soon as they are available, but in any event within 28 days after the end of each Financial Year its unaudited financial statements for that Financial Year.

For the purpose of this paragraph 7 of Schedule 6, reference to a “Financial Year” means a financial year of the Council.

8. The Council shall provide to GMCA, promptly upon becoming aware of them:
 - (a) details of any significant claims by or against the Council under any material contracts, which, if adversely determined, would have or would be reasonably likely to have a material adverse effect on the financial health of the Council, or on the ability of the Council to deliver the Provision to Learners; and
 - (b) details of any significant litigation, arbitration or administrative proceedings which are current, threatened or pending against the Council, which if adversely determined would have or would be reasonably likely to have a material adverse effect on the financial health of the Council or on the ability of the Council to deliver the Provision to Learners.
9. The Council shall permit GMCA’s auditors to carry out examinations into the economy, efficiency and effectiveness with which the Council has used GMCA’s Grant funding in the delivery of the Provision to Learners.
10. GMCA reserves the right, at any reasonable time, and as it may deem necessary to require the Council at its own cost to provide such assurance as GMCA may require that the delivery of the Provision to Learners complies with the requirements of the Agreement.

SCHEDULE 7

ESFA, OFSTED, QUALITY ASSURANCE AND RAISING STANDARDS

1. ESFA Notice of Concern

- 1.1 ESFA will notify GMCA if it intends to issue the Council with a Notice of Concern for either of the reasons below:
- i. All or any part of the provision delivered under by the Council under any grant funding agreement or contract for services entered into between the Council and ESFA own Agreement falls below the ESFA minimum quality standards or other standards which may be set by the ESFA.
 - ii. The Council is rated inadequate by the ESFA for financial health or financial control (including but not limited to receipt of an adverse opinion as the result of an Accountability Review, internal or external audit, or qualified auditors' report on its final 19+ Apprenticeship and Adult Education Budget funding claim).
- 1.2 The Notice of Concern issued by the ESFA will set out the reasons for the issue and any actions required will be discussed with GMCA so that any action to address the concerns can be taken together, including the timescales within which any action must be taken.
- 1.3 The Notice of Concern and any additional funding conditions will be lifted once the Council has taken the required action to address the concerns within the timescales set out.
- 1.4 If the Council fails to take the actions set out in the Notice of Concern within the timescales set out, the ESFA following a discussion with GMCA reserves the right to amend the Notice of Concern and add an additional funding conditions or issue a Notice of Withdrawal of Funding.

2. ESFA Withdrawal of Funding

- 2.1 If the Council fails to comply with the Notice of Withdrawal of Funding, the ESFA will issue a Confirmation of Withdrawal of Funding following consultation with the Secretary of State who may choose to exercise his statutory intervention powers.
- 2.2 Once a Confirmation of Withdrawal of Funding has been issued the Council will be removed from the Register of Training Organisations and the ESFA will immediately secure another training provider to deliver the Provision.
- 2.3 The ESFA reserves the right to proceed straight to issuing a Notice of Withdrawal of Funding without first issuing a Notice of Concern where it considers that urgent action needs to be taken to improve the quality of the Provision to protect the interests of Learners or where the Council's financial health or financial controls put public funds at risk.

3. Ofsted

- 3.1 When the Council receives notification from Ofsted that the Council is to be

inspected, the Council shall provide GMCA and the ESFA with a copy of its quality improvement activity, and any other relevant information in accordance with the required timescale of Ofsted. The Council must notify GMCA of the date of the meeting at which Ofsted give feedback on the inspection and allow GMCA's nominated representative to attend the meeting. The Council must confirm to GMCA in writing of the outcome of the inspection within 5 working days of receiving the feedback from Ofsted.

- 3.2 Ofsted may, at any time during the Grant Term, undertake an inspection of the Council. GMCA will consider the outcome of any such inspection as follows:

Inadequate in part

3.2.1 Where Ofsted has assessed the Provision to Learners delivered by the Council to be inadequate in any sector specific areas, GMCA may, in its absolute discretion take one or more of the following actions:

- (i) require the Council to accept and comply with additional obligations relating to the improvement of the Provision to Learners assessed as inadequate; and/or
- (ii) require the Provider to suspend the recruitment of Learners to, and/or to cap any growth in, the Provision to Learners which is assessed as inadequate; and/or
- (iii) give consideration to the Provision to Learners which is assessed as inadequate in its future allocations of Devolved GM AEB to the Council when finalising the amount of Devolved GM AEB Funding to be awarded to the Council in any subsequent agreement for grant funding or contract for services between the Parties; and/or
- (iv) reduce, suspend or recover payments of Grant made by GMCA to the Council in respect of that part of the Provision to Learners assessed as inadequate; and/or
- (v) terminate this Agreement in accordance with Schedule 3 (Breach and Termination).

Inadequate overall

3.2.2 Where GMCA is made aware that Ofsted has provisionally assessed the Provision to Learners delivered by the Council to be inadequate overall, GMCA may, in its absolute discretion take one or more of the following actions:

- (i) require the Council to accept and comply with temporary additional obligations relating to the improvement of the overall Provision to Learners, including but not limited to, requiring the Council to temporarily suspend the recruitment of Learners and/or temporarily cap any growth in the Provision to Learners which is assessed as inadequate.
- (ii) commence discussions with the Council and the Local

Authority within whose area the Council is located, either with Ofsted or not, as part of considering what actions as specified in Paragraphs 3.2.3 (i) to (v) (inclusive) of this Schedule 7 may be taken.

- 3.2.3 Where Ofsted has confirmed its assessment that the Provision to Learners is inadequate overall, GMCA may, in its absolute discretion take one or more of the following actions;
- (i) require the Council to accept and comply with additional obligations relating to the improvement of the overall Provision to Learners; and/or
 - (ii) require the Provider to suspend the recruitment to, and/or to cap any growth in, the Provision to Learners which is assessed as inadequate; and/or
 - (iii) give consideration to the assessment of inadequate in its allocations when finalising the amount of future allocations of Devolved GM AEB Funding to be awarded by GMCA to the Council in any subsequent agreement for grant funding or contract for services between the Parties; and/or
 - (iv) reduce, suspend or recover payment of Grant made by GMCA to the Council; and/or
 - (v) terminate this Agreement in accordance with Paragraph 5 of Schedule 3 (**Breach and Termination**).

3.3 The failure of the Council, as assessed by GMCA, to comply with any requirements of paragraphs 3.2.3 (i) to (v) inclusive within such time as GMCA may deem reasonable may lead to GMCA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with the termination provisions set out at Paragraph 5 of Schedule 3 (**Breach and Termination**).

4. GMCA will take action based on Ofsted's provisional and confirmed outcomes as set out in Paragraphs 3.2.2 and 3.2.3 above. Where GMCA is made aware that the Council has made a complaint about the graded outcome of the overall assessment by Ofsted, GMCA will continue to progress action under Paragraphs 3.2.2 and 3.2.3 above but will be mindful of the implications arising from the outcome of a complaint. GMCA will review any decisions made at such time as outcomes of any complaint are made known.

5. GMCA may, at any time during the Grant Term, undertake an assessment of the quality and delivery of the Provision to Learners which may include analysis of performance against the minimum quality standards, as published by the DfE and/or GMCA. Where GMCA assesses that the Provision to Learners, in whole or in part, falls below the required standards, GMCA may, in its absolute discretion, take one or more of the following actions:

- (i) require the Council to accept and comply with additional obligations relating to the improvement of the Provision to Learners; and/or

- (ii) require the Council to suspend the recruitment of Learners to, and/or to cap any growth in, the Provision which is identified as below the required standards; and/or
 - (iii) consider the Provision to Learners which is below the required standards in its allocations when finalising the amount of Devolved GM AEB Funding to be awarded by GMCA to the Council in any subsequent agreement for grant funding or contract for services between the Parties; and/or
 - (iv) reduce, suspend or recover Grant payment made to the Council in respect of that part of the Provision to Learners to which the failure to meet the required standards relate; and/or
 - (v) terminate this Agreement in accordance with Paragraph 5 of Schedule 3 (**Breach and Termination**) in full, or in relation to that part of the Provision to Learners failing to meet the required standards.
- 6 The failure of the Council, as assessed by GMCA, to comply with any requirements of Paragraph 5 of this Schedule 7 within such time as GMCA may deem reasonable may lead to GMCA taking such actions as it deems appropriate which may include, but is not limited to, terminating in accordance with Paragraph 5 of Schedule 3 (**Breach & Termination**).
- 7 Where the Council sub-contracts any part of the Provision to Learners under this Agreement, the Council must ensure that the Sub-Contractor is able to meet the minimum quality standards and any other quality threshold required by GMCA or identified through an inspection by Ofsted. GMCA may request evidence from the Council that the Provision to Learners delivered by the Sub-Contractor meet the requirements of this Agreement and the GMCA AEB Funding and Performance Management Rules.
8. The Council shall for those Council Personnel delivering the Provision to Learners be responsible for their professional development and training and meeting any legal requirements to ensure that they are appropriately qualified and trained.
- 9. Quality Assurance and Raising Standards**
- 9.1 The Council undertakes to GMCA that it has the resources and skills necessary to carry out the Council's obligations pursuant to this Agreement. The Council shall comply with the GMCA AEB Funding and Performance Management Rules, as amended from time to time, and any other requirements of GMCA, Ofsted, and other Regulatory Bodies which are notified to the Council.
- 9.2 The Council shall ensure that all Provision delivered to Learners pursuant to this Agreement shall be documented in accordance with the requirements of GMCA, and shall provide GMCA with copies of such documentation at the intervals specified by the GMCA AEB Funding and Performance Management Rules and on request from GMCA at any time.

- 9.3 The Council shall continuously seek to improve the Provision and raise standards to benefit the Learners. The Council shall have the primary responsibility for improving standards and will need to demonstrate to GMCA's satisfaction that it has an effective quality assurance system based on the implementation of its own quality improvement process. GMCA reserves the right to require the Council to provide GMCA or ESFA or Ofsted with evidence to support the quality improvement processes.
- 9.4 The Council shall use all reasonable endeavours to:
- (i) minimise drop-out rates and deliver high completion and achievement rates and appropriate progression;
 - (ii) meet the minimum quality standards published by the DfE and/or GMCA that apply to the Provision to Learners delivered by the Council under this Agreement;
 - (iii) ensure competent and appropriately qualified staff deliver and assess learning. The Council shall be responsible for the continuing professional development and training of its staff;
 - (iv) offer equality of access to learning opportunities and close equality gaps in learning and outcomes;
 - (v) provide a safe, healthy and supportive environment, which meets the needs of Learners;
 - (vi) provide good management and leadership of the learning process;
 - (vii) deliver value for money and financial probity; and
 - (viii) ensure all Sub-Contractors delivering Provision to Learners under this Agreement on behalf of the Council comply with the requirements set out in Paragraphs 9.4(i) to (viii) of this Schedule 7.
- 9.5 Failure to meet the requirements set out in Paragraph 9.4 of this Schedule 7 may result in GMCA assessing the Council to be in Serious Breach of the Agreement under Paragraph 5 of Schedule 3 (**Breach and Termination**).
- 9.6 Where appropriate, the Council shall confirm in writing to GMCA that their Centre Approval Status is still current. The written statement will need to confirm approved centre status for the specific Regulated Qualification Framework (RQF) titles and levels, including awarding body name(s). The Council must notify GMCA immediately in writing if it receives any sanction from an awarding body.
- 9.7 GMCA may assess the quality and delivery of the Provision to Learners and the Council's compliance with the requirements in Paragraph 9.4 (of this Schedule 7) during the Grant Term. The Council will be informed of the outcome of that process. Where GMCA assesses the Council to be in Serious Breach of this Agreement following such assessment GMCA will issue a notice in accordance with Paragraph 5 of Schedule 3 (**Breach and Termination**) which may include the following provisions:

- (i) require the Council to meet improvement indicators to improve the quality of its Provision to Learners. GMCA will meet with the Council to discuss and reach agreement on implementation of these actions and improvement indicators and to agree arrangements for monitoring and reviewing progress. In such cases reviews will take place at the frequency specified by GMCA and agreed with the Council;
- (ii) agree detailed improvement plans and measures that set out clearly the expected timescale for improvement;
- (iii) agree arrangements for more frequent monitoring of quality improvement plans.

9.8 GMCA may at their discretion agree a programme of support for the Council to assist it in taking action to improve the quality of the Provision to Learners.

SCHEDULE 8

ACCESS AND MONITORING

1. Save in a case of urgency, GMCA shall give the Council reasonable notice in writing of proposed visits by any person on behalf of GMCA to the Council or its Sub-contractors, to observe the delivery of the Provision to Learners.
2. For monitoring and evaluation purposes, GMCA or their representatives, the Secretary of State or their representatives, the National Audit Office, Representatives of the European Commission and the European Court of Auditors, the Inspectorates and HM Treasury shall have the right to visit all or any site(s) from which the Council delivers the Provision to Learners and to view operations relating to the Provision and to inspect relevant documents and interview Learners and the Council Personnel during these visits.
3. The Council shall, and shall ensure that its Sub-Contractors shall, permit access at any reasonable time to any of the representatives listed at Paragraph 2 in order to:
 - (i) examine, audit or take copies of any original or copy documentation, accounts, books and records of the Council and its Sub-Contractors that relate to this Agreement;
 - (ii) visit, view or assess the design, management and delivery of the Provision to Learners under this Agreement at any Premises where those operations are carried out (including those of Sub-contractors) and conduct relevant interviews, including interviews with Learners, during these visits at any reasonable time;
 - (iii) carry out examinations into the economy, efficiency and effectiveness with which the Council has used GMCA's resources in the performance of the Agreement.
4. Where reasonably required, the Council and its Sub-Contractors shall provide copies of any relevant documents required by any of the representatives listed at Paragraph 2 of this Schedule.
5. The Council shall, if required by any of the representatives stated at Paragraph 2 of this Schedule provide appropriate oral or written explanations.
6. GMCA reserves the right, at any reasonable time, and as it may deem necessary to require the Council at its own cost to:
 - (i) provide evidence of financial resources and the level of turnover sufficient to enable it to continue to perform the Agreement;
 - (ii) provide such assurance as GMCA may require that the delivery of the Provision to Learners complies with the requirements of the Agreement;
 - (iii) provide such assurance as GMCA may require that the delivery of the Provision to Learners complies with the requirements of the Agreement;
 - (iv) obtain a report by an independent accountant of GMCA's choice on;

- the financial systems and controls operated by the Council or its Sub-Contractors;
 - the accuracy and regularity of Grant funding claims in respect of payments claimed or received under the Agreement;
 - the evidence held by the Council or its Sub-Contractors to support delivery of the Provision to Learners in accordance with the terms of the Agreement.
- (v) The Council must agree the instructions for the work to be carried out pursuant to Paragraph 6 (iv) of this Schedule 8 with GMCA. The report and the work required in order to produce the report shall be carried out to the satisfaction of GMCA, and GMCA must be able to place reliance on it. The Council shall provide a copy of the interim and final report to GMCA as soon as they are available. GMCA reserves the right to require the Council to publish the report.
- (vi) provide a copy of the Council's latest audited Accounts and submit further copies of the audited Accounts as they become available.
- (vii) submit any claim for payment or management information provided to support a claim for payment to be audited by an independent auditor chosen by GMCA; and
- (viii) provide any additional evidence to support payments made under this Agreement, as GMCA shall reasonably require.
7. The Council shall in delivering the Provision to Learners comply fully with all relevant rules and regulations of GMCA in force from time to time (including, but not limited to the GMCA AEB Funding and Performance Management Rules).
8. In addition to the other requirements to provide information set out in this Agreement GMCA reserves the right to request information from the Council in order to exercise its responsibilities and/or to fulfil requirements to provide information to the Secretary of State, to account to Parliament and to meet European funding requirements. On occasion, GMCA will require urgent information from the Council.
9. The Council shall provide GMCA or agents acting on its behalf with the information it requires under any provisions of this Schedule 8 at the times and in the formats specified. This information shall be of sufficient quality to meet the purposes for which it has been requested.
10. Failure to comply with any request for information under any provisions of this Schedule 8, at all or in the required timescales, will constitute a Minor / Serious Breach of this Agreement, depending on the nature of the information requested and the urgency with which it is required by GMCA.

SCHEDULE 9

LEARNER HEALTH AND SAFETY

1. The Council shall provide information to GMCA, as and when specifically requested, to give assurance that adequate arrangements exist for Learner health, safety and welfare and that the Provision is delivered to Learners in safe, healthy and supportive environments, which meet the needs of the Learners. The Council acknowledges that GMCA will place reliance on the information which the Council supplies to GMCA pursuant to this Schedule 9. Where part of the Provision is delivered to Learners in an environment outside the direct control of the Council, the Council shall take all reasonable steps to ensure that adequate arrangements are in place to ensure the health and safety of Learners.
2. The Council shall make arrangements for ensuring that the Provision is delivered with a view to safeguarding and promoting the welfare of Learners (including but not limited to any Children) receiving education or training at premises under the direct control of the Council, or under the auspices of the Council in an environment outside the direct control of the Council. In doing so, the Council shall have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practice within further education institutions. References to 'must' in any such guidance shall be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service. Failure to do so may constitute a Serious Breach of this Agreement.
3. The Council shall make arrangements for ensuring that the Provision is delivered with a view to safeguarding and promoting the welfare of High Needs Learners aged 18 to 25 receiving education or training at their institution or under the auspices of the Council in an environment outside the direct control of the Council. This must include the adoption of safer recruitment procedures. In doing so, the Council shall make those arrangements as if such Learners were Children and will have regard to any guidance published, from time to time, by the Secretary of State for Education which sets out the expectations in relation to safeguarding practice within further education institutions as if it applied to those Learners as if they were Children. References to 'must' in any such guidance shall be treated as 'should' for the purposes of this Agreement, save for any references to legal requirements arising from the Safeguarding Vulnerable Groups Act 2006 in respect of referrals to the Disclosure and Barring Service. Failure to do so may constitute a Serious Breach of this Agreement.
4. The Council must carry out appropriate disclosure and barring service checks on all overseas applicants for employment where such applicants would be employed to work in regulated activity relating to Children or vulnerable adults (as defined by the Safeguarding Vulnerable Groups Act 2006) if successful and must seek additional information about an applicant's conduct.
5. In working with other organisations/bodies, the Council shall make arrangements to co-ordinate and co-operate effectively for reasons of Learner health, safety and welfare. In particular, respective responsibilities shall be clearly identified and documented as appropriate, to ensure understanding.
6. In delivering the Provision to Learners, the Council must ensure it actively promotes

the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect and tolerance of those with different faiths and beliefs and promote principles that support equality of opportunity for all.

7. In delivering the Provision to Learners, the Council must comply with the general duty on specified authorities in section 26 of the Counter-Terrorism and Security Act 2015 (the Prevent duty) and the duty on partners of a panel in section 38 of the Counter-Terrorism and Security Act 2015 (the Channel co-operation duty). In doing so, the Council will act in accordance with any guidance issued by the Secretary of State in respect of these duties. Failure to do so may constitute a Serious Breach of this Agreement.
8. The Council shall not employ or engage, or continue to employ or engage, any person who is subject to a prohibition order made under section 141B of the Education Act 2002 to carry out teaching work (as defined in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012) in respect of any Learners under the age of 19 and High Needs Learners aged 18 to 25 (as if those Learners were pupils for the purposes of the definition of teaching work in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012).
9. Before employing or engaging a person to carry out teaching work in respect of any Learners under the age of 19 and High Needs Learners aged 18 to 25 (as if those Learners were pupils for the purposes of the definition of teaching work in regulation 3 of the Teachers' Disciplinary (England) Regulations 2012), the Council shall take reasonable steps to ascertain whether that person is subject to a prohibition order made under section 141B of the Education Act 2002 or an interim prohibition order under regulation 14 of the Teachers' Disciplinary (England) Regulations 2012.
10. The Council shall, in circumstances where it sub-contracts the management and/or delivery of the Provision to Learners under this Agreement, ensure that all the provisions in respect of Learner Health, Safety and Welfare in this Schedule 9 are included in its contract with Sub-Contractors.
11. The Council shall inform GMCA of the death of any Learner which is a result of work undertaken whilst the Learner is in employment and whilst the Learner is in receipt of any Provision delivered by the Council under this Agreement. This shall be done by the Council informing GMCA's representative by telephone or email immediately upon the Council becoming aware of the event.
12. The Council shall report all RIDDOR reportable incidents in line with the Regulations and shall investigate or assess the circumstances of all Learner incidents within the scope of RIDDOR and follow HSE guidance 'Investigating accidents and incidents: A workbook for employers, unions, safety representatives and safety professionals' (HSG245) ISBN 0717628272. The Provider shall only use persons competent to investigate/assess Learner incidents with a view to identifying the causes of any incident and lessons to be learned.
13. The Council shall also monitor, and act on, any other harm to Learners to the extent that the Provider could reasonably be expected to do so and/or where the harm could affect the quality of the learning experience. Harm includes (but is not limited to) incidents that cause absence from learning, any loss to the Learner of any physical or mental faculty or any disfigurement and incidents of bullying and harassment.
14. The Council shall co-operate with GMCA and Department for Work and Pensions for

the purposes of the Industrial Injuries Disablement Benefit (IIDB) in respect to those Learners to which it applies.

15. The Council must be able to demonstrate that it has robust record-keeping procedures in respect of health, safety and safeguarding through checks on record keeping undertaken. Failure to do so will constitute a Serious Breach of this Agreement.
16. Where the Council refers:
 - (a) a serious safeguarding concern in relation to a Learner to the relevant Local Authority children's social care / adult social care and/or the police, or
 - (b) an allegation of abuse made by a Learner against any Council Personnel to the designated officer(s) (at the relevant Local Authority),

the Council must, as soon as practicable, inform GMCA as to the referral. Such notification must include the name of the Council, a high level summary of the incident (without sharing personal information about victims or alleged perpetrators) and confirmation of whether it is, or is scheduled to be, investigated by relevant the Local Authority and/or the police.

17. Where the Council makes a referral of a Learner for the purposes of determining whether that Learner should be referred to a panel for the carrying out of an assessment under section 36 of the Counter-Terrorism and Security Act 2015 of the extent to which that Learner is vulnerable to being drawn into terrorism, the Council shall ensure it notifies GMCA that a referral has been made.
18. Where the Council has made a referral or provided information to the Disclosure and Barring Service (the "DBS") in compliance with any duties of the DBS under the Safeguarding Vulnerable Groups Act 2006, the Council shall ensure that it informs GMCA that a referral has been made / information has been provided.

SCHEDULE 10

EQUAL OPPORTUNITIES

1. The Council shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof of any other statutory provision relating to discrimination in employment or the delivery of Provision to Learners. The Council shall take all reasonable steps to ensure the observance of these statutory provisions by all Council Personnel, servants, employees or agents and all Sub-Contractors employed in the delivery of the Provision to Learners under this Agreement. The Council will comply with the detailed requirements in relation to equality of opportunity set out in paragraphs 2 to 5 of this Schedule 10.
2. The Council will, in delivering the Provision to Learners under this Agreement, demonstrate that it has had regard to the duties placed on GMCA and the Council by the Equality Act 2010. The Council must take all reasonable steps to ensure the observance of these statutory provisions by all servants, employees or agents of the Council and all Sub-Contractors employed to deliver the Provision to Learners.
3. The Council shall ensure that equality of opportunity is built into all aspects of the Provision to Learners; the business planning process; and the self-assessment process. The Council shall use analysis of data to inform future planning to improve the representation, participation and success of underrepresented and underachieving groups and challenge stereotyping. The Council shall use appropriate, specific and measurable objectives. These will be proportionate, relevant and aligned to the Provision to Learners that the Council is grant funded by GMCA to deliver.
4. GMCA may use a variety of equality information and data to support judgments about quality and eligibility for funding. These may include but are not limited to: inspection judgments for equality and diversity, judgments from the Equality and Human Rights Commission, and the success and participation rates of diverse groups of Learners.
5. The Council recognises that GMCA is subject to the public sector equality duty imposed by the Equality Act 2010. The Council will take all reasonable steps to assist GMCA to comply with its public sector equality duty under the Equality Act 2010 and to comply with any GMCA policies to ensure equality of opportunity which are notified to the Council from time to time.

SCHEDULE 11

FREEDOM OF INFORMATION AND DATA PROTECTION

1. Freedom of Information

- 1.1 Each of the Parties acknowledge and agree that the other Party is subject to legal duties under FOIA, which may require either Party to disclose on request information relating to this Agreement or otherwise relating to the other Party.
- 1.2 Each of the Parties acknowledges and agrees that the other Party is required by law to consider each and every request made under FOIA for information.
- 1.3 Each of the Parties acknowledges and agrees that all decisions made by the other Party pursuant to a request under FOIA are solely a matter for and at the discretion of the Party which has received the FOIA request.
- 1.4 Notwithstanding anything in this Agreement to the contrary (including without limitation any obligations of confidentiality), each Party acknowledges that the other Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information each Party shall use reasonable endeavours (but shall not be obliged) to consult the other Party and shall not:
 - (a) confirm or deny that information is held by the other Party; or
 - (b) disclose information requested

to the extent that in GMCA's opinion the information is eligible in the circumstances for an exemption and therefore GMCA may lawfully refrain from doing either of the things described in parts (a) and (b) of this paragraph.

- 1.5 Neither Party shall be liable for any loss, damage, harm or detriment to the other Party, howsoever caused, arising from or in connection with the disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other Party.
- 1.6 Each Party shall assist the other Party as reasonably necessary to comply with its obligations under FOIA in relation to this Agreement.

2. Data Protection

- 2.1 The Parties are separate Data Controllers for the data collected as part of the Services:
 - (a) GMCA is the Data Controller for data provided to it by the ESFA, and
 - (b) the Council is the Data Controller for the data collected for the provision of the Services and the data provided to the ESFA on each Learner.
- 2.2 Regarding the data for which the Council is the sole Data Controller, they will be

required to provide GMCA with statistical and/or anonymised data, the content of which will be agreed with GMCA.

2.3 However where the Council is providing the Services to Learners claiming out of work benefits, the Secretary of State for Work and Pensions (or their successor) is the Data Controller in relation to Personal Data which the Council is required to provide to the Secretary of State for Work and Pensions. This Paragraph 3 will be enforceable by the Secretary of State for Work and Pensions in relation to any Personal Data processed by the Council on their behalf.

2.4 Each Party's responsibilities in relation to the prescribed data have been outlined below for:

- a. providing information to data subjects under [Article 13 and 14](#) of the UK GDPR:
The Council will be required to deliver GMCA Privacy Notices to data subjects in addition to any Privacy Notice issued by the Council for their processing of collected data.
- b. responding to data subject requests under [Articles 15-22](#) of the UK GDPR:
The Council will have the responsibility to respond to any direct subject access requests about the Services.
- c. notifying the Information Commissioner (and data subjects) where necessary about data breaches:
Where a data breach occurs that applies to the information held by the Council to deliver the Services the Council will have the responsibility of notification to the Information Commissioner in compliance with Data Protection legislation requirements. However the Council will be required to advise the details of any breach to GMCA as the commissioner of the Services within 48 hours of notification to the Information Commissioner.
- d. maintaining records of processing under [Article 30](#) of the UK GDPR:
The Council will maintain records of processing for the Services, which they provide.
- e. carrying out any required Data Protection Impact Assessment:
The Council will be responsible for the creation of the DPIA for the provision of the Services by their Council Personnel. GMCA will undertake a DPIA in line with their responsibility as the commissioner of the Services and in relation to the agreements in place with ESFA and DfE. GMCA will however issue the Council with a Privacy Notice they must deliver to data subjects to ensure full transparency regarding how their information will be used.
- f. providing an adequate level of protection to any Personal Data:
As a Data Controller for data as defined in this Schedule each Party will have the responsibility to put in place adequate security controls for their data in whichever format the data is held in. This will include when the data is being moved or is at rest.
- g. the point of contact for data subjects:
The Council will be the main point of contact for data subjects participating in the Services. The details for this will be identified in the Council's transparency process.

2.5 The Council is further required to:

- a. permit GMCA or GMCA's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Council's Data Processing (within the meaning of the Data Protection Legislation) activities (and/or those of its agents, subsidiaries, and Sub-contractors) and comply with all reasonable requests or directions by GMCA to enable GMCA to verify and or procure that the Council is in full compliance with its obligations under this Grant Agreement;
- b. provide a written description of the technical and organisational methods employed by the Council for processing Personal Data (within the timescales required by GMCA); and
- c. provide GMCA with information about how the Learner Files are stored including details of the location where the Learner Files are kept and the arrangements for their security. The Council is required to notify GMCA of any changes to this information; and
- d. provide GMCA with full co-operation and assistance in relation to any complaint or request made. They will notify GMCA within 48 hours following the receipt of a complaint or request. They will then provide full details on an ongoing basis regarding the full details of the complaint or request, including their response and/or their implement/proposed resolution.

2.6 Where the Council is providing the Services to Learners claiming out of work benefits, the Secretary of State for Work and Pensions (or their successor) is the Data Controller in relation to Personal Data which the Council is required to provide to the Secretary of State for Work and Pensions. This Schedule 11 will be enforceable by the Secretary of State for Work and Pensions in relation to any Personal Data processed by the Council on their behalf.

SCHEDULE 12

CORRUPT GIFTS AND PAYMENTS OF COMMISSION

1. The Council shall not offer or give, or agree to give, to any member, employee or representative of GMCA any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other Agreement with GMCA or for showing or refraining from showing favour or disfavour to any person in relation to this or any such Agreement. The Council shall not carry out or permit to be carried out any Prohibited Act (as defined at Schedule 1 (**Definitions**)).
2. The Council's attention is drawn to the criminal offences created by the Bribery Act 2010. Any offence by the Council or its employees or by anyone acting on its behalf under the Bribery Act 2010 in relation to this Agreement or any other agreement with GMCA shall entitle GMCA to terminate this Agreement and recover from the Council the amount of any loss resulting from such termination and/or to recover from the Council the amount of value of any gift, consideration or commission.
3. The Council shall not enter into any agreement with any political or religious organisation using any Grant funding provided by GMCA from the Devolved GM AEB under this Agreement if the effect of that agreement would be to promote a particular political or religious point of view.
4. The Council shall not hold itself out as acting on behalf of GMCA without GMCA's permission.

SCHEDULE 13

VARIATION TO AGREEMENT FORM

GRANT AGREEMENT TITLE:			
VARIATION NO:		*EXECUTION DATE:	

* Provider not to date. Will be done on execution by the GMCA

Between:

- A. GREATER MANCHESTER COMBINED AUTHORITY**, 1st Floor, Tootal Buildings, 56 Oxford Street, Manchester M1 6EU (the **GMCA**); and
- B. THE BOROUGH COUNCIL OF OLDHAM**, The Civic Centre, Oldham Council, West Street, Oldham, OL1 1UG (the **COUNCIL**),

each a **Party** and together the **Parties**

It is agreed as follows:

1. The Parties agree that with effect from the Start Date, the Grant Agreement shall be varied by [insert details of variation]

Start Date:

Proposed Completion Date:

Costs:

Extension of Time:

2. The provisions of the Grant Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.
3. In this Variation, save where specifically provided otherwise or as may be amended hereby, all expressions are to bear the same meanings and definitions ascribed to them in the Grant Agreement.

The Parties have executed this Variation on the day and year above written

SIGNED for and on behalf of the
**GREATER MANCHESTER
COMBINED AUTHORITY**
by an Authorised Signatory:

Signature
Name
Title
Date

SIGNED for and on behalf of
THE BOROUGH COUNCIL OF OLDHAM
by an authorised signatory

Signature
Name
Title
Date

SCHEDULE 14

DISPUTE RESOLUTION

1. Any dispute, difference or question in respect of this Agreement arising between the Parties either during the Grant Term or afterwards shall be referred to the nominated contacts for GMCA and the Council for discussion and review in order to try to resolve the same.
2. In the event of the nominated contacts being unable to resolve the relevant issue, either party may request in writing that the matter is referred to GMCA's nominated representative and the Council's representative nominated for this purpose (jointly "**the Dispute Resolution Panel**") for formal review and consideration. Any request for referral to the Dispute Resolution Panel must include details of the dispute and any proposals to resolve it.
3. The Dispute Resolution Panel will meet within 28 days of receiving a request for referral made in accordance with Paragraph 2 above.

SCHEDULE 15

SUB CONTRACTING

1. Selection and procurement of Sub-contractors

- 1.1 The Council must get GMCA written approval before awarding a contract to a Sub-contractor for the delivery of any part of the Provision to Learners which is funded by Grant from the Devolved GM AEB under this Agreement and keep evidence of this.
- 1.2 Changes to the Council's sub-contracting plans after you have entered into this Agreement with GMCA, must be agreed with GMCA in advance as stated in paragraph 3.60 of GMCA AEB Funding and Performance Management Rules.
- 1.3 When appointing Sub-contractors the Council must avoid conflicts of interest and must:
 - 1.3.1 notify GMCA in writing about any circumstances (for example, where the Council and your proposed Sub-contractor have common directors or ownership) which might lead to an actual or perceived conflict of interest,
 - 1.3.2 not award the contract without GMCA's prior written permission, and
 - 1.3.3 keep as evidence both the Council's request for GMCA consent under Paragraph 1.3.1 and GMCA's response.
- 1.4 The Council must carry out its own due diligence checks when appointing Sub-contractors and have both the process and the results available for inspection by GMCA.
- 1.5 The Council should not use a Sub-contractor's presence on the ESFAs Register of Training Organisations, or any other public register or database, as an indicator that they are suitable to deliver to the Council's specific requirements.
- 1.6 If a Sub-contractor you are using for the delivery of Provision to Learners has not been agreed with GMCA, you must immediately end your sub-contract with that organisation.
- 1.7 GMCA would not expect to agree to the Council entering into sub-contracting arrangements for the delivery of Provision to Learners, or to the Council increasing the value of current sub-contracting arrangements for the delivery of Provision to Learners if any of the following circumstances apply:
 - 1.7.1 if Ofsted has rated the Council's leadership and management as inadequate;
 - 1.7.2 if the Council does not meet GMCA's minimum standards (as notified to the Council by GMCA from time to time);
 - 1.7.3 if the outcome of the annual financial health assessment that GMCA carries out on the Council is inadequate.

2. Entering into a sub-contract

- 2.1 The Council must only award contracts for delivering Provision to Learners which is funded by Grant paid to the Council under this Agreement to legal entities. If the legal entity is a registered company, it must be recorded as 'active' on the Companies House database.
- 2.2 The Council must not award a sub-contract for the delivery of Provision to Learners without the prior written agreement with GMCA.
- 2.3 The Council must not award a sub-contract for the delivery of Provision to Learners to any organisation if:
 - 2.3.1 it has an above-average risk warning from a credit agency;
 - 2.3.2 it has passed a resolution (or the court has made an order) to wind up or liquidate the company, or administrators have been appointed, or
 - 2.3.3 its statutory accounts are overdue.
- 2.4 The Council must make sure that Learners who receive Provision through sub-contracting arrangements know about the Council and the Sub-contractor's respective roles and responsibilities in delivering the Provision.
- 2.5 The Council must have a legally binding contract with each Sub-contractor that includes all the terms set out in Paragraph 5 and the Council must have a contingency plan in place for Learners in the event that:
 - 2.5.1 the Council need to withdraw from a sub-contract arrangement;
 - 2.5.2 a Sub-contractor withdraws from the arrangement with the Council; or
 - 2.5.3 a Sub-contractor goes into liquidation or administration.
- 2.6 The Council must make sure that the terms of its sub-contracts allow the Council to:
 - 2.6.1 monitor the delivery of its Sub-contractor's activity;
 - 2.6.2 have control over its Sub-contractors; and
 - 2.6.3 monitor the quality of education and training provided by its Sub-contractors.
- 2.7 Where GMCA has any concerns regarding the Council's sub-contracting arrangements, GMCA may ask the Council to obtain an annual report from an external auditor in respect of such arrangements. The report must:
 - 2.7.1 provide assurance on the Council's arrangements to manage and control your Sub-contractors, and
 - 2.7.2 comply with any guidance issued by GMCA.
- 2.8 Where GMCA requires the Council to obtain a report in accordance with Paragraph 2.7 of this Schedule, the report must supply GMCA with a certificate signed by the external auditor and an authorised signatory to confirm the Council has received a report that provides satisfactory assurance. GMCA may ask the Council to provide a

copy of the full report.

3. Terms that the Council must include in contracts with Sub-contractors

3.1 The Council must make sure its Sub-contractors:

3.1.1 meet the requirements set out in the GMCA AEB Funding and Performance Management Rules;

3.1.2 provide the Council with ILR data so the Council's data returns to GMCA accurately reflect its Sub-contractor's delivery information; and

3.1.3 give GMCA, and any other person nominated by GMCA, access to their premises and all documents relating to Devolved GM AEB.

3.1.4 give the Council sufficient evidence to allow the Council to:

- (i) assess their performance against Ofsted's Common Inspection Framework
- (ii) incorporate the evidence they provide into the Council's self- assessment report,
- (iii) guide the judgements and grades within the Council's self- assessment report;
- (iv) be satisfied that the Sub-contractors always have suitably qualified staff available to provide the education and training Provision to Learners which GMCA Grant fund through this Agreement; and
- (v) ensure that the Council's Sub-contractors co-operate with the Council to make sure there is continuity of learning if the sub-contract ends for any reason.

3.1.5 tell the Council if evidence of any irregular financial or delivery activity arises; irregular activity could include, but is not limited to:

- (i) non-delivery of Provision to Learners when funds have been paid to the Sub-contractors;
- (ii) sanctions imposed on the Sub-contractor by an awarding organisation;
- (iii) an inadequate Ofsted grade;
- (iv) complaints or allegations by Learners, people working for the Sub-contractor or other relevant parties, and
- (v) allegations of fraud;

3.1.6 are bound by European Social Fund (ESF) clauses from the Council's funding agreement with GMCA being included in the sub-contract, even if the provision being sub-contracted is not funded by the ESF;

- 3.17 do not use GMCA's grant funding to make bids for, or claims from, any European funding on their own behalf or on our behalf without written permission from GMCA; and
- 3.18 do not use payments made as match funding for ESF co-financing projects without written permission from GMCA.

4. Monitoring

- 4.1 The Council must manage and monitor all of your Sub-contractors to ensure that high-quality delivery is taking place that meets the GMCA AEB Funding and Performance Management Rules.
- 4.2 The Council must carry out a regular and substantial programme of quality-assurance checks on the education and training provided by Sub-contractors, including visits at short notice and face-to-face interviews with staff and residents. The programme must:
- include whether the Learners exist and are eligible;
 - involve direct observation of initial guidance, assessment, and delivery of Provision to Learners;
- 4.3 The findings of your assurance checks must be consistent with your expectations and the Sub-contractor's records.

5. Second-level sub-contracting

You must not agree the use of any Sub-contractor where this would require you to sub-contract education and training to a second level as stated in paragraph 3.46 of GMCA AEB Funding and Performance Management Rules. All of your Sub-contractors must be contracted directly by you having first agreed this approach with GMCA.

6. Reporting sub-contracting arrangements

- 6.1 The sub-contracting arrangements which GMCA has approved prior to the date of this Agreement are set out within the Council's Provision and Grant Payment Profile attached at Schedule 2. If the Council wishes to change your Sub-contractors after you have entered into this Agreement the Council must obtain GMCA's written approval and follow the process set out in Paragraph 3.
- 6.2 The Council must provide a fully completed delivery subcontractor declaration to GMCA by the dates stipulated by GMCA. This will be three times during the 2022 to 2023 academic year.
- 6.3 The Council must also update and reconcile your sub-contracting plan if the Council's subcontracting arrangements change during the Funding Year.

7. Distributing Grant between the Council and your Sub-contractors

- 7.1 The Council must review its sub-contracting fees and charges policy. This must be signed by the Council's governing body and/or your accounting officer.

- 7.2 The Council must publish its sub-contracting fees and charges policy annually on its website before entering into any sub-contracting agreements for the current Funding Year as stated in paragraph 3.50 of GMCA AEB Funding and Performance Management Rules .
- 7.3 As a minimum, the Council must include the following in its sub-contracting funding retention and charges policy:
- the Council's reason for subcontracting;
 - the Council's contribution to improving the Council's and your Sub-contractor's quality of teaching and learning;
 - the typical percentage range of fees the Council retains to manage Sub-Contractors, and how the Council calculates this range. GMCA will consider a retention of up to 20% of funding to manage Sub-contractors as a reasonable level and would not expect providers to retain more than this as stated in paragraph 3.45 of GMCA AEB Funding and Performance Management Rules. In exceptional cases, GMCA will consider higher retention amounts and then only if there is a compelling rationale. This will be assessed on a case-by-case basis;
 - The support Sub-contractors will receive from the Council in return for the fee the Council retains;
 - Any oversight and management of delivery which the Council will carry out with the fee the Council retains;
 - If appropriate, the reason for any differences in retention amounts or support provided to, and management and oversight of, different Sub-contractors;
 - Payment terms between the Council and your Sub-contractors; the timing of payments in relation to delivery and timescale for paying invoices and claims for funding received;
 - How and when the Council communicates and discusses your policy with current and potential Sub-contractors;
 - Timing for policy review; and
 - Where the Council publishes your policy.

This Agreement is hereby executed by the Authorised signatory on the date set out above

**THE COMMON SEAL of the
GREATER MANCHESTER
COMBINED AUTHORITY**

was hereunto affixed in
pursuance of an Order
of the said Authority:

.....

Authorised Signatory

Signed for and on behalf of
THE BOROUGH COUNCIL OF OLDHAM

Authorised signatory:

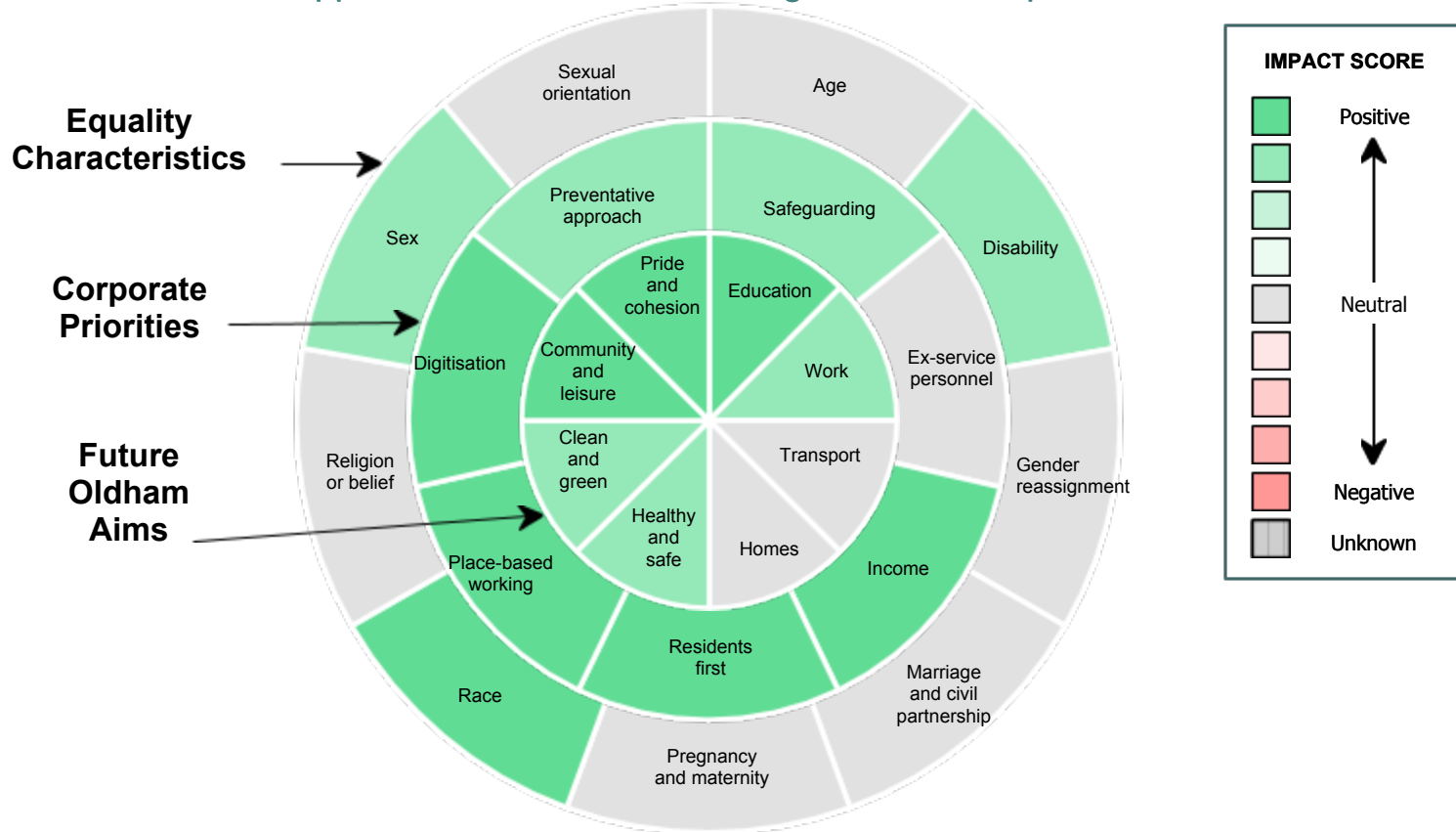
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Appendix Adult Education Budget Grant Acceptance



Appendix Adult Education Budget Grant Acceptance				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age	Neutral	Possible	Short Term	
Disability	Moderate Positive	Very Likely	Long Term	The service delivers to a higher proportion of residents with a disability
Gender reassignment	Neutral	Possible	Short Term	
Marriage and civil partnership	Neutral	Possible	Short Term	
Pregnancy and maternity	Neutral	Possible	Short Term	
Race	Strong Positive	Very Likely	Long Term	The funding and curriculum offer targets low skilled, low wage communities which by definition has a positive impact on BAME residents.
Religion or belief	Neutral	Possible	Short Term	
Sex	Moderate Positive	Very Likely	Long Term	The provision is proportionally taken up by more women. The overall AEB funded picture is more equal which shows that the service is operating within a specific dynamic - but is reviewing the situation.
Sexual orientation	Neutral	Possible	Short Term	
Corporate Priorities				
Safeguarding	Moderate Positive	Very Likely	Long Term	
Ex-service personnel	Neutral	Possible	Short Term	Ex- service personnel are able to access this provision
Income	Strong Positive	Very Likely	Long Term	
Residents first	Strong Positive	Very Likely	Long Term	
Place-based working	Strong Positive	Very Likely	Long Term	due to location of provision and NLDCF
Digitisation	Strong Positive	Very Likely	Long Term	Funding supports residents to acquire digital skills.
Preventative approach	Moderate Positive	Very Likely	Long Term	
Future Oldham Aims				
Education				
Work				
Transport				
Homes				
Healthy and safe				
Clean and green				
Community and leisure				
Pride and cohesion				



Report to CABINET (Part A)

Oldham Community Leisure – Contract

Portfolio Holder:

Councillor Elaine Taylor, Deputy Leader and Cabinet Member for Culture & Leisure

Officer Contact: Katrina Stephens, Director of Public Health

Report Author: Neil Consterdine, Assistant Director Youth, Leisure & Communities, Pritesh Patel, Sport Leisure & Wellbeing Service Manager

15th March 2023

Reason for Decision

A decision is required seeking permission to move forward with the extended term of the Leisure Management contract between Oldham Council and Oldham Community Leisure Limited (OCL), and the proposed contract variations (as detailed in Part B). This contract is in respect of leisure facilities in Oldham, which commenced on 28 March 2013 for an initial term expiring on 31 March 2023 (Contract). The term can be extended for a period of up to 5 years.

Executive Summary

The Leisure Management contract initial term (10 years) is due to expire on 31 March 2023, but under the terms of the contract this term can be extended for a period of up to 5 years.

Recommendations

It is recommended to:

Agree a contract extension of five years from 1 April 2023, together with the contract modifications detailed in part B.

Explore alternative future delivery models for leisure services.

Agree the financial requirements in respect of the contract, as detailed in part B

Oldham Community Leisure – Contract**1 Background**

- 1.1 In December 2012 Cabinet approved the recommendation to appoint Oldham Community Leisure (OCL) following a competitive process as the preferred bidder for a new 10 plus 5-year contract to operate and manage the Council's leisure facilities. The contract became operational in April 2013. The current contract, without the 5-year optional extension, ends 31st March 2023.
- 1.2 OCL delivers the leisure offer through operating leisure centres owned by the Council, and a wider community offer.
- 1.3 The council works in close partnership with OCL to ensure that the outputs and outcomes it requires from the services are met and that continuous improvement is achieved throughout the Contract Period.
- 1.4 A performance monitoring system is in place with the aim of providing reasonable and prudent checks, while focusing on KPIs which confirm that a high quality of service is being delivered and measuring the contribution of the service to the Council's outcomes. OCL are performing well.
- 1.5 The level of subsidy the Council provides is low in comparison to other GM authorities and many nationally. Overall financial performance is positive.
- 1.6 To support the monitoring of the performance of OCL, in addition to the contracted quarterly performance meetings, monthly monitoring meetings are also in place.
- 1.7 Prior approval was given by Cabinet to undertake negotiations with OCL around the contract extension and any required contract modifications and part B includes the outcome of those negotiations.
- 1.8 Links to Corporate Priorities
- Healthy, safe and well supported residents
 - A great start and skills for life
 - Better job and dynamic businesses

2 Current Position

- 2.1 The Leisure contract, which is for a 10 plus 5-year term, is due for consideration this financial year with the extension (if approved) beginning 1 April 2023. If an additional 5-year extension is agreed the contract would finish at the end of March 2028.
- 2.2 Since the pandemic, the last lockdown & enforced closures, financial performance and other measures including membership numbers have continued to improve and show a positive trend, albeit new challenges are faced with a substantial increase in energy costs.
- 2.3 Overall the operational performance of the OCL main sites remains positive with many high performing areas when compared to industry performance benchmarks. Review and analysis show that OCL are delivering a good level of service at a financially affordable

price in relation to the core contract with Oldham Council. In addition, over the contract term so far, they have delivered a number of 'added value' services, including work with older people, local participation events and outdoor activities.

3 Options/Alternatives

3.1 Full option implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.

4 Preferred Option

4.1 That Cabinet considers the detailed report in Part B of the agenda.

5 Consultation

5.1 Colleagues from across the council including finance, legal, and procurement colleagues have been in regular dialogue with OCL.

6 Financial Implications

6.1 Full financial implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.

7 Legal Services Comments

7.1 Full legal implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.

8. Co-operative Agenda

8.1 The OCL contract supports the Councils cooperative values and often goes beyond what is set in the contract including running community events, supporting the leadership of the Borough and working with the voluntary sector.

9 Human Resources Comments

9.1 Full HR implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.

10 Risk Assessments

10.1 Full risk implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.

11 IT Implications

11.1 None

12 Property Implications

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- 12.1 None
- 13 **Procurement Implications**
- 13.1 Full procurement implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.
- 14 **Environmental and Health & Safety Implications**
- 14.1 None
- 15 **Equality, community cohesion and crime implications**
- 15.1 None
- 16 **Equality Impact Assessment Completed?**
- 16.1 Full equality impact implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.
- 17 **Key Decision**
- 17.1 Yes
- 18 **Key Decision Reference**
- 18.1 EE-03-22.
- 19 **Background Papers**
- 19.1 Background papers are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.
- 20 **Appendices**
- 20.1 Appendices are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.



Report to CABINET (Part A)

Oldham Community Leisure (OCL) – Utility Benchmarking

Portfolio Holder: Cllr Elaine Taylor, Deputy Leader and Cabinet Member for Culture & Leisure

Officer Contact: Neil Consterdine, Assistant Director Youth, Leisure & Communities

Report Author: Pritesh Patel, Sport Leisure & Wellbeing Service Manager

Date: 15th March 2023

Reason for Decision

Utilities Benchmarking can be carried out where there are extraordinary fluctuations in the utility market. OCL have served notice on the Council invoking the Utility benchmarking clause in the Contract and the details are included in Part B .

Executive Summary

There have been ongoing discussions with OCL regarding increased energy costs for both gas and electricity in 2022/23. OCL have provided detailed figures detailed in Part B.

We have also had internal discussions with Finance and Legal colleagues to understand the Utility benchmarking provisions in the Contract and it has been concluded that OCL has the contractual right to undertake a benchmarking exercise due to the fluctuations in the utility costs, which they have done so.

Recommendations

Option 1: Accept the requirement for Utility Benchmarking under the terms of the contract and work with OCL as detailed in Part B. Other options are also presented in Part B of the report..

Oldham Community Leisure (OCL) – Utility Benchmarking**1 Background**

- 1.1 Oldham Council and Oldham Community Leisure Limited (OCL) are party to a Leisure Management Contract in respect of leisure facilities in Oldham, which contract commenced on 28 March 2013 for an initial term expiring on 31 March 2023 (Contract). The term can be extended for a period of up to 5 years.
- 1.2 Increasing utility costs for Leisure Centres has and will further have impact as detailed in Part B of the report.
- 1.3 Under clause 20 of the Contract, it states that the utility benchmarking exercises shall be carried out in accordance with Schedule 18 (Utilities Benchmarking).
- 1.4 OCL has served notice on the Council under the above and subsequently carried out the Cost Benchmarking Procedure in accordance with the Contract for the 2022/23 financial year.
- 1.5 OCL have provided the results of the Cost Benchmarking Procedure to the Council and the last estimate, which is detailed in Part B of the report.
- 1.6 The Council is required to confirm to OCL if it accepts the Cost Benchmarking Proposal.
- 1.7 Link to Corporate Plan and Priorities:
 - 1.7.1 - Healthy, safe & well supported residents
 - 1.7.2 - A great start & skills for life
 - 1.7.3 - Better jobs and dynamic businesses

2 Current Position

- 2.1 A summary of the current position is provided in Part B of the report.

3 Options/Alternatives

- 3.1 Full option implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.

4 Preferred Option

- 4.1 That Cabinet considers the detailed report in Part B of the agenda.

5 Consultation

- 5.1 n/a

6 Financial Implications

- 6.1 Full financial implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023

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- 7 **Legal Services Comments**
- 7.1 Full legal implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.
8. **Co-operative Agenda**
- 8.1 In terms of our Council Co-operative Charter, we work with OCL to ensure that they will deliver in line with our FORWARD values.
- 8.2 The company is an Oldham based company that is detailed in Part B of the report
- 9 **Human Resources Comments**
- 9.1 Any HR implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.
- 10 **Risk Assessments**
- 10.1 Full risk implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023
- 11 **IT Implications**
- 11.1 None
- 12 **Property Implications**
- 12.1 None
- 13 **Procurement Implications**
- 13.1 Full procurement implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.
- 14 **Environmental and Health & Safety Implications**
- 14.1 None
- 15 **Equality, community cohesion and crime implications**
- 15.1 Full equality, community cohesion and crime implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.
- 16 **Equality Impact Assessment Completed?**
- 16.1 Full equality impact implications are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.
- 17 **Key Decision**
- 17.1 Yes
- 18 **Key Decision Reference**
- 18.1 EE-03-22

19 **Background Papers**

19.1 None

20 **Appendices**

20.1 Appendices are outlined in a separate report that will be considered in Part B for the Cabinet Meeting on 20th March 2023.



Report to CABINET
Contract Novation – Green Square Accord to Allied Health Services Ltd (Care At Home)

Portfolio Holder:

Councillor Brownridge, Cabinet Member for Health and Social Care

Officer Contact: Jayne Ratcliffe, Director of Adult Social Care (DASS)

Report Author: Neil Clough, Commissioning Manager (Older Adults).

Ext. 1746

20th March 2023

Reason for Decision

Green Square Accord Limited (GSA) are one of the preferred providers working in East Cluster under the Flexible Purchasing Agreement (FPA) for the Provision of Care at Home, Extra Care and Specialist Care at Home Services (DN373470). Contracts for the provision of the Services to individuals are made under the FPA. GSA currently deliver over 500 hours of care per week to over 50 service users.

In December 2022 GSA requested Oldham Council's written agreement for their contract to be novated to Allied Health Services Ltd, a company owned by Cera Care, by 23rd January 2023.

The Council commenced due diligence in response to the request to novate and specified the information needed for a decision to be reached. The due diligence process could not be concluded by the date of the proposed sale of the business on 23rd January 2023 and, therefore, delegated decision approval was obtained for GSA to sub-contract the FPA and the delivery of the Services under the current contract to Allied Health Services Ltd as an interim arrangement so that ongoing service delivery could continue whilst a decision on the proposed novation is reached.

GSA sold the care at home part of its business in the North of England to Allied Healthcare Limited (a part of the Cera Care Group), as planned, on 23rd January 2023.

GSA remains under contract with the Council pending a decision on novation, but services are currently being delivered by Allied.

The due diligence process is now complete.

This report seeks authority to novate the GSA contract to Allied Health Services Ltd. The report provides an updated position regarding the due diligence checks that have been completed.

Executive Summary

Upon notification that GSA were looking to sell their business and receipt of the request to novate the contract to Allied, the commissioning service began due diligence checks immediately. These included financial checks and satisfactory references have been obtained. Due to the value remaining in the contract, the decision to novate does need to be approved by Cabinet.

The full extent of due-diligence information required had not been provided by Cera Care by the date of the sale on 23rd January but all requested information has been provided subsequently. Audited and more recent none audited company accounts, credit reports and group structure information has been obtained. Three satisfactory references have been obtained from other local authorities who have a current commissioning relationship with Allied.

Finance have evaluated the unaudited and prior year audited accounts and have concluded that Allied Health Services Ltd are considered to be financially stable.

CQC have undertaken their due diligence in relation to the sale of GSA to Allied and we have seen evidence that they are satisfied and happy to agree the transfer of registration of the services to Allied.

The provision delivered by Allied Health Services Ltd would be subject to established contract and quality monitoring oversight with a particular focus directed towards them being a new provider to Oldham, under the ownership of Cera Care.

Due to their size and strategic relevance nationally as a result of their acquisitions, Cera Care are part of CQC's Market Oversight Scheme and are required to provide regular financial information to CQC.

Recommendations

To novate the GSA contract to Allied Health Services Ltd.

Contract Novation – Green Square Accord to Allied Health Services Ltd (Care At Home)**1 Background**

- 1.1 Green Square Accord Limited (GSA) are one of the preferred providers working in East Cluster under the Flexible Purchasing Agreement (FPA) for the Provision of Care at Home, Extra Care and Specialist Care at Home Services (DN373470). Contracts for the provision of the Services to individuals are made under the FPA. GSA currently deliver over 500 hours of care per week to over 50 service users.
- 1.2 In December 2022 GSA requested Oldham Council's written agreement for their contract to be novated to Allied Health Services Ltd, a company owned by Cera Care, by 23rd January 2023.
- 1.3 The Council commenced due diligence in response to the request to novate and specified the information needed for a decision to be reached. The due diligence process could not be concluded by the date of the proposed sale of the business on 23rd January 2023 and, therefore, delegated decision approval was obtained for GSA to sub-contract the FPA and the delivery of the Services under the current contract to Allied Health Services Ltd as an interim arrangement so that ongoing service delivery could continue whilst a decision on the proposed novation is reached.
- 1.4 GSA sold the care at home part of its business in the North of England to Allied Healthcare Limited (a part of the Cera Care Group), as planned, on 23rd January 2023.
- 1.5 GSA remains under contract with the Council pending a decision on novation, but services are currently being delivered by Allied.
- 1.6 The due diligence process is now complete.
- 1.7 This report seeks authority to novate the GSA contract to Allied Health Services Ltd. The report provides an updated position regarding the due diligence checks that have been completed.

2 Current Position

- 2.1 Upon notification that GSA were looking to sell their business and receipt of the request to novate the contract to Allied, the commissioning service began due diligence checks immediately. These included financial checks and satisfactory references have been obtained. Due to the value remaining in the contract, the decision to novate does need to be approved by Cabinet.
- 2.2 The full extent of due-diligence information required had not been provided by Cera Care by the date of the sale on 23rd January but all requested information has been provided subsequently. Audited and more recent none audited company accounts, credit reports and group structure information has been obtained. Three

satisfactory references have been obtained from other local authorities who have a current commissioning relationship with Allied. Finance have evaluated the unaudited and prior year audited accounts and have concluded that Allied Health Services Ltd are considered to be financially stable.

- 2.3 CQC have undertaken their due diligence in relation to the sale of GSA to Allied and we have seen evidence that they are satisfied and happy to agree the transfer of registration of the services to Allied.
- 2.4 The provision delivered by Allied Health Services Ltd would be subject to established contract and quality monitoring oversight with a particular focus directed towards them being a new provider to Oldham, under the ownership of Cera Care.
- 2.5 Due to their size and strategic relevance nationally as a result of their acquisitions, Cera Care are part of CQC's Market Oversight Scheme and are required to provide regular financial information to CQC.

3. Options/Alternatives

- 3.1 Option A – To novate the GSA contract to Allied Health Services Ltd.
- 3.2 Option B – Not to provide agreement to novate the GSA contract to Allied. This option would present an immediate risk to service delivery. GSA have no operational functions remaining within the North West and there would be a risk to service delivery within the contract notice period.
- 3.3 If Option B was the approved option, a procurement exercise would need to be undertaken and the interim sub-contracting arrangements may need to be extended until that exercise was concluded.
- 3.4 Option A is the preferred option. To novate the GSA contract to Allied Health Services Ltd.

4 Preferred Option

- 4.1 Option A is the preferred option. To novate the GSA contract to Allied Health Services Ltd.

5 Consultation

- 5.1 GSA have reported that staff and service users were in agreement to the service transfer to Allied.

6 Financial Implications

- 6.1 I refer you to the restricted part of the agenda.

7 Legal Services Comments

7.1 I refer you to the restricted part of the agenda.

8. **Co-operative Agenda**

8.1 This action supports the continuation of Care at Home provision and supports the ongoing relationship that Oldham care at home providers have developed with the community of Oldham. The action supports the values of the Oldham Council co-operative charter and is an example of working in an open and transparent manner with the provider to work through this scenario.

8.2 By working to ensure the service can continue to meet the needs of local residents supports the continuity of a resident focused approach.

9 **Human Resources Comments**

9.1 There are no HR implications identified for Oldham Council staff.

Kate Jolley
Strategic HR Lead

10 **Risk Assessments**

10.1 I refer you to the restricted part of the agenda.

11 **IT Implications**

11.1 None

12 **Property Implications**

12.1 None

13 **Procurement Implications**

13.1 Under the provisions of Flexible Purchasing Agreement for the provision of Care at Home, Extra Care and Specialist Care at Home Services (DN373470), the Council can agree to novation on request from the existing provider. The Commercial team has been involved in discussions on the matter from the outset and agree with the recommendations of the report.

Raj Ahuja
Lead Consultant

14 **Environmental and Health & Safety Implications**

14.1 None.

15 **Equality, community cohesion and crime implications**

15.1 None

16 **Equality Impact Assessment Completed?**

16.1 The Impact Assessment has been produced on CORVU and is embedded below



IA wheel and
comments - GSA to AI

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 HSC-01-23

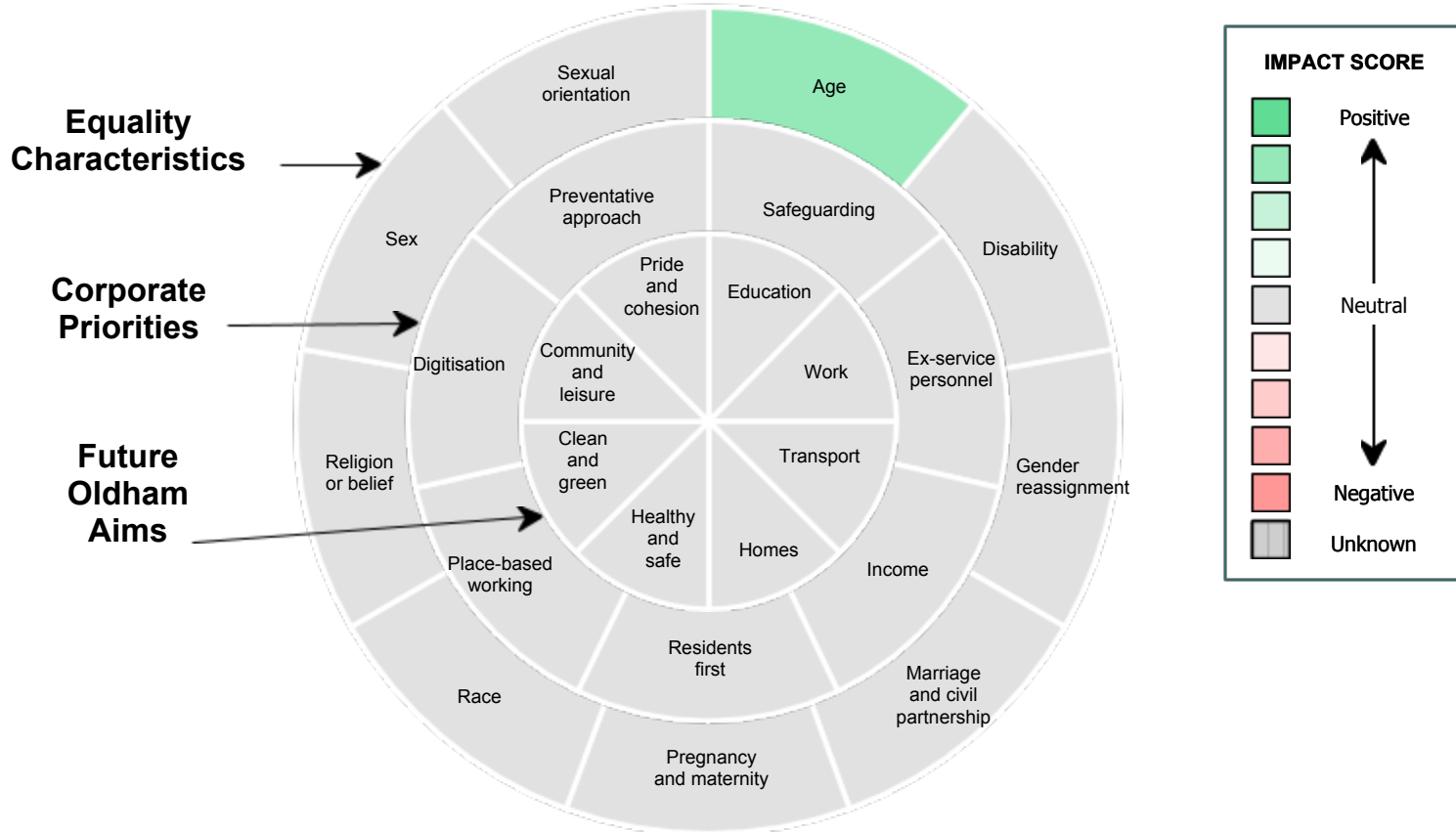
19 **Background Papers**

19.1 None

20 **Appendices**

20.1 None

Contract Novation IA - GSA to Allied



Contract Novation IA - GSA to Allied				
	Impact	Likelihood	Duration	Comment
Equality Characteristics				
Age	Strong Positive	Possible	Long Term	This is a contract novation but is considered a strong positive as it is building stability in services delivered to older adults
Disability	Neutral	Possible	Long Term	Contract Novation - Neutral
Gender reassignment	Neutral	Possible	Long Term	Contract Novation - Neutral
Marriage and civil partnership	Neutral	Possible	Long Term	Contract Novation - Neutral
Pregnancy and maternity	Neutral	Possible	Long Term	Contract Novation - Neutral
Race	Neutral	Possible	Long Term	Contract Novation - Neutral
Religion or belief	Neutral	Possible	Long Term	Contract Novation - Neutral
Sex	Neutral	Possible	Long Term	Contract Novation - Neutral Impact
Sexual orientation	Neutral	Possible	Long Term	Contract Novation - Neutral
Corporate Priorities				
Safeguarding	Neutral	Possible	Long Term	Contract Novation - Neutral
Ex-service personnel	Neutral	Possible	Long Term	Contract Novation - Neutral
Income	Neutral	Possible	Long Term	Contract Novation - Neutral
Residents first	Neutral	Possible	Long Term	Contract Novation - Neutral. This is a continuation of providing services in people's own homes and an example of a resident focused home-first approach to care delivery.
Place-based working	Neutral	Possible	Long Term	Contract Novation - Neutral. This is a continuation of providing services in people's own homes and an example of a resident focused home-first approach to care delivery.
Digitisation	Neutral	Possible	Long Term	Contract Novation - Neutral
Preventative approach	Neutral	Possible	Long Term	Contract Novation - Neutral
Future Oldham Aims				
Education	Neutral	Very Likely	Long Term	Contract Novation - Neutral
Work	Neutral	Possible	Long Term	Contract Novation - Neutral
Transport	Neutral	Possible	Long Term	Contract Novation - Neutral
Homes	Neutral	Possible	Long Term	Contract Novation - Neutral. This is a continuation of providing services in people's own homes and an example of a resident focused home-first approach to care delivery.
Healthy and safe	Neutral	Possible	Long Term	Contract Novation - Neutral
Clean and green	Neutral	Possible	Long Term	Contract Novation - Neutral
Community and leisure	Neutral	Possible	Long Term	Contract Novation - Neutral
Pride and cohesion	Neutral	Possible	Long Term	Contract Novation - Neutral

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