Public Document Pack

CABINET
Agenda

Date	Monday 18th March 2024
Time	6.00 pm
Venue	Crompton Suite, Civic Centre, West Street, Oldham, OL1 1NL
Notes	1. DECLARATIONS OF INTEREST- If a Member requires 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 Constitutional Services at least 24 hours in advance of the meeting. 2. CONTACT OFFICER for this agenda is Constitutional Services Tel. 0161 770 5151 or email constitutional.services@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, 13 March 2024. 4. FILMING - The Council, members of the public and the press may record/film/photograph or broadcast this meeting when the public and the press are not lawfully excluded. Any member of the public who attends a meeting and objects to being filmed should advise the Constitutional Services Officer who will instruct that they are not included in the filming. MEMBERSHIP OF THE CABINET Councillors Ali, Brownridge, Dean, Goodwin, F Hussain, Jabbar, Mushtaq, Shah (Chair) 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

To receive Questions from the Public, in accordance with the Council's Constitution.

5 Minutes (Pages 1 - 10)

To consider the Minutes of the meeting of the Cabinet held on 26th February 2024.

6 Proposed Changes to Section 75 Governance Arrangements (Pages 11 - 30)

To approve the proposed changes to the governance arrangements for the s75 and the Terms of Reference for Oldham Integrated Care Partnership Committee.

7 Revenue Monitor and Capital Investment Programme 2023/24 (Pages 31 - 74)

An update on the Council's 2023/24 forecast revenue budget position at the end of Quarter 3 2023/24 (31st December 2023)

8 Synergy Education Management System - Synergy Contract Renewal (Pages 75 - 80)

To enter into a call-off contract under a procurement compliant framework agreement in accordance with Contract Procedure Rules to support the ongoing use of Synergy Education Management System.

9 Don't Trash Oldham/Transformation: Year End Review and Next Steps (Pages 81 - 102)

10 Light Duty Vehicle Crossings Policy (Pages 103 - 124)

To approve a new Light Duty Vehicle Crossings Policy

11 A Local Response to the National Housing Crisis (Pages 125 - 136)

A report detailing Oldham's repsonse to the National Housing Crisis

12 Acceptance of Brownfield Infrastructure and Land Funding Grant for Oldham Mumps, Princes Gate (Pages 137 - 150)

Approval is sought for the acceptance of a brownfield infrastructure and land funding grant, for Oldham Mumps, Princes Gate

13 UKSPF Grant Acceptance - E22 Supporting Local Business (Pages 151 - 170)

Cabinet is asked to approve and accept UK Shared Prosperity Fund (UKSPF) grant allocation following confirmation of award.

14 United Utilities Green Recovery Fund Grant Acceptance (Pages 171 - 290)

Cabinet is asked to approve the acceptance of a United Utilities Green Recovery Fund (UUGRF) grant allocation following confirmation of award from United Utilities Plc in October 2023.

15 New Residential Children's Homes (Pages 291 - 298)

To consider proposals to purchase new homes to accommodate children who are cared for by the local authority and to approve the refurbishment of an existing asset to repurpose into a children's home.

16 Improving our Services for Children, Young People and their Families (Pages 299 - 308)

To seek approval to remodel the delivery of services for young children and families creating seven new Family Hubs, delivering increased outreach into communities and an enhanced digital offer.

17 Capital and Revenue Grants - Childcare Expansion Programme (Pages 309 - 314)

To consider proposals for the Childcare expansion programme

18 Capital Investment at the Bluecoat School (Pages 315 - 320)

A report detailing future investment options at the Bluecoat School

19 Procurement of Social Prescribing Service (Pages 321 - 326)

To approve the procurement of an all age social prescribing service.

20 Oldham Council's Social Value Policy (Pages 327 - 424)

To approve a Social Value Policy for Oldham Council

21 Exclusion of the Press and Public

To consider that the press and public be excluded from the meeting for the following seven items of business, pursuant to Section 100A(4) of the Local Government Act 1972 on the grounds that discussions may involve the likely disclosure of exempt information, under paragraph 3 as defined in the provisions of Part 1 of Schedule 12A of the Act, to the Local Government Act 1972 and public interest would not be served in publishing the information.

22 Synergy Education Management System - Synergy Contract Renewal (Pages 425 - 432)

To consider the recommendations in the confidential report.

23 A Local Response to the National Housing Crisis (Pages 433 - 450)

To consider recommendations in the confidential report

24 New Residential Children's Homes (Pages 451 - 474)

To consider the recommendations in the confidential report.

25 Improving our Services for Children, Young People and their Families (Pages 475 - 486)

To consider the recommendations in the confidential report.

26 Capital and Revenue Grants - Childcare Expansion Programme (Pages 487 - 496)

To consider the recommendations in the confidential report.

27 Capital Investment at the Bluecoat School (Pages 497 - 506)

To consider the recommendations in the confidential report.

28 Procurement of Social Prescribing Service (Pages 507 - 514)

To consider the recommendations in the confidential report.

CABINET
26/02/2024 at 6.00 pm

Oldham Council

Present: Councillor Shah (in the Chair)
Councillors Ali, Brownridge, Dean, Goodwin, F Hussain, Jabbar, Mushtaq and Taylor

1 **APOLOGIES FOR ABSENCE**

There were no apologies for absence received.

2 **URGENT BUSINESS**

There were no items of urgent business received.

3 **DECLARATIONS OF INTEREST**

There were no declarations of interest received.

4 **PUBLIC QUESTION TIME**

There were no public questions for this meeting of the Cabinet to consider.

5 **MINUTES**

Resolved:
That the Minutes of the meeting of the Cabinet held on 12th February 2024, be approved as a correct record.

6 **PROPOSAL FOR USE OF ADDITIONAL SMOKEFREE GENERATION FUNDING**

The Cabinet considered a report of the Director of Public Health which sought approval for the use of additional funding, that was provided through a new Section 31 grant, which would be ringfenced for local authority-led stop smoking services and support, under proposed smokefree generation policy.

Cabinet was informed that as part of their plans to create a smokefree generation the government had invested an additional £70 million per year to support local authority led stop smoking services and support. This would more than double current spending from £68 million per year, to a total of £138 million, and support around 360,000 people to quit smoking. The funding aimed to provide through a new Section 31 grant and would be ringfenced for local authority-led stop smoking services and support.

The additional funding to Oldham for 2024/25, based on a 3-year average smoking prevalence of 14.96% (an estimated 26,982 smokers), will be £321,524 per year for up to 5 years covering financial periods 2024/25 to 2028/29. This was in addition to the Council's current spend of £339,500 per year for specialist community stop smoking support (as part of the integrated Health Improvement and Weight Management Service).

The council commissions ABL Health Ltd to deliver its stop smoking service in Oldham as part of the integrated Health Improvement and Weight Management Service (Your Health

Oldham). The Stop Smoking Service provides specialist stop smoking support for people who live in Oldham (or are registered with an Oldham GP) and offered evidence-based interventions, including behavioural support and access to pharmacotherapy to support quit attempts. The additional funding from the government is an excellent opportunity to enhance the offer of the current smoking cessation service and to further reach out to the local at-risk and priority groups in Oldham and support more people to quit, thus reduce smoking prevalence.

Options/Alternatives considered:
Option 1: Use additional funding to bolster the current stop smoking offer with special focus on priority groups provided by ABL Health in Oldham. This was the preferred option. This option would ensure that there is added capacity to a service which is currently already delivering services in the borough and exceeding targets and would support the local authority to move towards our local targets for reducing smoking prevalence.

Option 2: Use additional funding to tender services from another stop smoking provider. It was reported that this option was not recommended as the current provider was delivering the service to a good standard and meeting performance indicators.

Option 3: Do not accept additional government funding to Oldham. Following this option posed a huge reputational risk if the council choose not to accept the additional funding and use it to tackle the borough's smoking prevalence and inequalities associated with it. It would impede Oldham in achieving our commitments to reduce smoking as this is one of the key priorities of Oldham's Health and Wellbeing Strategy and it is our ambition to work towards a smoke-free Oldham.

Resolved:

1. Cabinet approves the use of the allocated additional funding to supplement ABL Health Ltd (Your Health Oldham), who deliver our current stop smoking service (as part of the Health Improvement Service), to bolster the current stop smoking offer, with special focus on priority groups, thereby ensuring that there is added capacity to a service which is currently delivering stop smoking support in the borough and will increase the provision available to improve the number of people stopping smoking and, thus, reduce the smoking prevalence and the impact of tobacco related harm.
2. Cabinet notes that the proposals will support the local authority to move towards our local targets for reducing smoking prevalence. Specifically, to target certain priority groups which may have entrenched smokers that are most at risk of tobacco-related harm.
3. Cabinet notes that the recommendation will also ensure that there is sufficient capacity to support Oldham Tobacco Alliance to deliver its ambitions and will ensure there is a coproduced engagement and communications

strategy that is resident focused and relevant for the borough.

7 **OLDHAM COMMUNITY LEISURE (OCL) - UTILITY BENCHMARKING**

The Cabinet considered a report of the Director of Public Health which advised that Oldham Council and Oldham Community Leisure Limited (OCL) were party to a Leisure Management Contract in respect of leisure facilities in Oldham, which had commenced on 28th March 2013 for an initial term that expired on 31st March 2023 (Contract), which was subsequently extended for a further five years.

Cabinet was informed that increasing utility costs for Leisure Centres had and will likely continue to have an impact on the ability of OCL to be financially viable. Under clause 20 of the Contract, it states that the utility benchmarking exercises shall be carried out in accordance with Schedule 18 (Utilities Benchmarking). Utilities Benchmarking can be carried out where there are extraordinary fluctuations in the utility market. OCL had therefore served notice on the Council invoking the Utility benchmarking clause in the Contract (the details of which were included in the confidential report at agenda item 16).

The Contract with OCL provided that, if, at any time prior to the next Cost Benchmarking Date (each second anniversary following the 28th March 2013 commencement date), either party believed that extraordinary fluctuations in the utility market had resulted in the requirement for a Cost Benchmarking Procedure, that party must issue a notice in writing to that effect to the other party. Both parties must meet (but with no obligation to act) within ten (10) Business Days of the date of the notice to discuss the extraordinary utility market fluctuations and the possibility of agreeing a Cost Benchmarking Procedure.

Options/alternatives considered:
Options and alternatives are to be considered at item 16 of the agenda.

Resolved:
That the Cabinet would consider the commercially sensitive information at item 16 of the agenda before making a decision thereon.

8 **APPROVAL TO EXTEND THE PARKING CONTRACT WITH NSL**

The Cabinet considered a report of the Deputy Chief Executive (Place) which informed Members that the Council was working with a parking consultant to review the Parking Enforcement Contract with NSL to ensure that the authority was getting value for money and carrying out all the services within current legislation. The review by industry experts would allow the Council to benefit from good industry practices and maximise the services provided to Oldham residents. To deliver these benefits additional time was needed to ensure all aspects of the service were to be reviewed. A one extension to the existing

Parking Enforcement Contract with NSL was therefore required to deliver the review and then, depending on the outcome, the retender of the external contract, depending on the outcome of the review.

The Cabinet were advised that the current Parking Enforcement Contract with NSL was due to expire in June 2024. To ensure that the Council continued to receive value for money it was therefore considered prudent to conduct a service review to explore whether it would be appropriate to bring the service in-house or if the Council should continue with an external contractor. To do this, the existing Parking Enforcement Contract with NSL needed to be extended to allow the council to work with industry experts (Parking Matters) and review the current service provision and potentially to support the writing of a tender for future parking services in Oldham.

Options/alternatives considered:
Options and alternatives are to be considered at item 17 of the agenda.

Resolved:
That the Cabinet would consider the commercially sensitive information at item 17 of the agenda before making a decision thereon.

9 **GALLERY OLDHAM - PRIORITY MAINTENANCE WORK**

The Cabinet received a report of the Deputy Chief Executive (Place) that provided information about the priority maintenance work required for the Gallery Oldham. Cabinet was requested to accept a funding offer from Museum Estates and Development Fund (MEND), as detailed at the confidential report, at agenda item 18 of this meeting. The Cabinet was also requested to note the scale of investment required to the Gallery Oldham andto approve the appropriate budgets that were required to proceed with the identified priority maintenance work.

The Cabinet was informed that significant funding would be required to address the priority maintenance work in respect of the Gallery Oldham over the a four year period: 2023 – 2027. The essential work had been identified through a detailed Asset Management Condition Survey report, that had been completed in April 2023. The report forecasted the various priority maintenance works over the four year period.

Cabinet was further informed that the Council had received confirmation of a successful bid for MEND funding that was ringfenced for limited aspects of the identified priority maintenance work.

Options/alternatives considered:
Options and alternatives are to be considered at item 18 of the agenda.

Resolved:

That the Cabinet would consider the commercially sensitive information at item 18 of the agenda before making a decision thereon.

10 **OLDHAM GREEN NEW DEAL DELIVERY PARTNERSHIP - GRANT ACCEPTANCE**

The Cabinet received a report of the Deputy Chief Executive (Place) that sought acceptance of £8.7m grant funding for implementation of the Oldham Low Carbon Heat Network, as part of the Oldham Green New Deal Delivery Partnership programme.

Cabinet was reminded that in March 2020, the Council had formally adopted the Oldham Green New Deal Strategy (OGNDS), Oldham's climate change mitigation strategy which had a specific focus on securing the co-benefits of investment in low carbon infrastructure, in particular jobs and training opportunities for Oldham residents in the growing Green Technology and Services (GTS) sector.

The OGNDS set two challenging carbon neutrality targets – for Council Buildings and Street Lighting (by 2025) and for Oldham Borough (by 2030). These targets were set within the context of the 2038 carbon neutrality target for Greater Manchester City Region that was set out in the Greater Manchester 5-year Environment Plan.

The OGNDS sets out the approach for achieving the 2030 borough-wide carbon neutrality target, as follows:

a. Leading a strategic partnership of major energy users across all sectors in Oldham to achieve carbon neutrality within the partnership and demonstrate community leadership.
b. Developing a Local Energy Market to incentivise renewable energy development in the borough and cut energy bills for local residents and businesses.
c. Investing in, and supporting the development and roll-out of, large-scale low carbon anchor energy infrastructure such as low carbon heat networks.
d. Supporting the development of the GTS sector across the borough and support and incentivise the wider business community to de-carbonise.
e. Maximising the local benefits from Greater Manchester and national level schemes which aid de-carbonisation, including in the areas of Air Quality, Transport, Waste and other key priority sectors, securing inward investment for 'clean growth' from public and private sectors.

The Cabinet was advised that on 30th November 2023, Greater Manchester Combined Authority (GMCA) had been notified that the consortium application had not been successful in securing Innovate UK funding. However, GMCA was notified that a direct award would instead be made from the Department for Energy Security and Net Zero (DESNZ) for up to £7m instead of the £5.5m applied to Innovate UK for, via a new programme called

the Local Net Zero Accelerator programme, for implementation of the GMCA/Oldham/Manchester three-tier delivery model demonstrator originally submitted to Innovate UK, with a condition that GMCA also include additional work.

Oldham's part of the project, to implement an Oldham Green New Deal Delivery Partnership, remained part of the programme and so the Council expected to receive up to £1.5m from this fund via GMCA. However, GMCA must first submit a Business Case to the Greater South-East Net Zero Hub who are the administrator for the DESNZ funding in order to receive the grant. The grant funded period ends on 31st March 2026. The Council was expected to sign a grant agreement with the GM Combined Authority for disbursal of the DESNZ grant. This report is therefore requesting delegated authority to accept this grant once it has been confirmed by GMCA – this delegated authority will enable the Council to mobilise quickly once the grant is confirmed to meet the delivery timescale ending March 2026.

The Council had been successful in securing £1m of revenue funding and £7.7m of capital funding from the Green Heat Network Fund, from its application for grant funding to support delivery of the Oldham Low Carbon Heat Network. The £1m of revenue funding was to cover the cost of taking the heat network scheme from RIBA Stage 2 to RIBA Stage 3 design ("Commercialisation") and also the drilling of test boreholes for the mine-water heating resource at the Rhodes Bank site.

Options/Alternatives considered:
Option 1: Do not accept the grant funding. Under this option, the Council would not proceed with implementation of an Oldham Green New Deal Delivery Partnership and would not progress further the Oldham Low Carbon Heat Network.
Option 2: to accept the grant funding. Under this option, the Council would proceed with implementation of an Oldham Green New Deal Delivery Partnership including the delivery of the Oldham Low Carbon Heat Network.
Preferred Option: Option 2: To accept the grant funding. Under this option, the Council would proceed with implementation of an Oldham Green New Deal Delivery Partnership including the delivery of the Oldham Low Carbon Heat Network.

Resolved:
That the Cabinet:

1. Authorises the he acceptance of £8.7m grant funding (£1m revenue and £7.7m capital) from the UK government Green Heat Network Fund, for implementation of the Oldham Low Carbon Heat Network.
2. Authorises that delegated authority to accept up to £1.5m grant funding, from the DESNZ Local Net Zero Accelerator programme via GMCA (subject to Business Case being agreed between GMCA and DESNZ), be granted to the Deputy Chief Executive (Place) in consultation with the Leader of the Council and Cabinet

Member for Finance and Corporate Resources, and Directors of Finance, Legal Services and Economy.

3. Authorises that delegated authority to appoint consultants and contractors for the grant funded works and services, be granted to the Deputy Chief Executive (Place), in consultation with the Leader of the Council and Cabinet Member for Finance and Corporate Resources, and Directors of Finance, Legal Services and Economy
4. Authorises that delegated authority be granted to the Director of Legal Services, or his nominated representative, to sign and/or affix the Common Seal of the Council to all contractual documentation and associated or ancillary documentation referred to above and/or required to give effect to the authorisations, delegations and recommendations in this report.

11 **AWARDING OF ENFORCEMENT AGENT SERVICES CONTRACT**

The Cabinet received a report of the Director of Finance that sought approval to award and enter into contracts for Enforcement Services for the collection of unpaid council tax, business rates, sundry debts and commercial rent arrears from 1st April 2024 with three highest ranking bidders, as a result of the further competition process undertaken.

The Director informed memebrs that the Council currently operated a mixed provision of council employed 'in house' enforcement agents (EAs) and external enforcement agents for the collection of unpaid council tax and business rates debts.

The existing contract had been awarded in October 2019, following an OJEU compliant procurement route, in accordance with Oldham Council's Contract Procedure Rules and EU regulations utilising the Rotherham Framework (OJEU notice ref 2016/5 -202-365931). Two providers, Marston Holdings Ltd and Rundle and Co were appointed for a 12-month fixed term contract until 30th September 2020.

Due to the moratorium on debt collection activities during 2020 and 2021, as a result of the Coronavirus pandemic, approval was subsequently given to extend this contract until 31st March 2024.

Options/alternatives considered:
Options and alternatives are to be considered at item 14 of the agenda.

Resolved:
That the Cabinet would consider the commercially sensitive information at item 14 of the agenda before making a decision thereon.

12 **INSURANCE TENDER PROCESS AND AWARD OF CONTRACT REPORT**

The Cabinet received a report of the Director of Finance which advised Members that the Council and its current insurers had

been subject to a long-term agreement in respect of property, terrorism, motor, fine art, and other ancillary policies which had commenced in April 2019 for a period of 5 years. Liability insurance was subject to a separate insurance agreement which was due to conclude in 2026.

The Director of Finance's report sought delegated authority to finalise the property insurance tender for the Council and for the award of the insurance contracts that were due to commence on 1st April 2024.

Options/alternatives considered:
Options and alternatives are to be considered at item 15 of the agenda.

Resolved:
That the Cabinet would consider the commercially sensitive information at item 15 of the agenda before making a decision thereon.

13 **EXCLUSION OF PRESS AND PUBLIC**

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 five items of business, on the grounds that they contain exempt information under paragraph 3 Part 1 of Schedule 12A of the Act, and it would not, on balance, be in the public interest to disclose the reports.

14 **AWARDING OF ENFORCEMENT AGENT SERVICES CONTRACT**

Consideration was given to the commercially sensitive information in relation to Item 11: Awarding of Enforcement Agent Services Contract.

Resolved:
That Cabinet agrees to award the contract for Enforcement Services to the three highest ranking bidders following an evaluation and moderation exercise, as detailed in the submitted report.

15 **INSURANCE TENDER PROCESS AND AWARD OF CONTRACT REPORT**

Consideration was given to the commercially sensitive information in relation to Item 12: Insurance Tender Process and Award of Contract.

Resolved:

1. That Cabinet approves the tender award of contracts to the most advantageous tenderer based on the tender criteria.
2. That Cabinet agrees to delegate authority to the Director of Finance, in consultation with the Cabinet Member for Finance and Corporate Resources, to award the contracts following the tender, subject to compliance with the Contract Procedure Rules.

3. That Cabinet delegates authority to the Director of Legal Services, or his appointed nominee, to carry out all legal formalities.

16 **OLDHAM COMMUNITY LEISURE (OCL) - UTILITY BENCHMARKING**

Consideration was given to the commercially sensitive information in relation to Item 7: Oldham Community Leisure (OCL) – Utility Benchmarking.

Resolved:

1. That the Cabinet accept the requirement for Utility Benchmarking, under the terms of the contract and work with OCL to ensure they are able to afford the utility bills and continue to provide an extensive leisure offer.
2. As is estimated that costs under the contract will increase as a result of the benchmarking exercise and an estimated budget of £0.830m would be needed to support with the utility cost for 2023/24, the Cabinet agrees to make the payment, that is payable under the terms of the contract in line with the cost figure (estimated to be £0.830m in 2023/24).

17 **APPROVAL TO EXTEND THE PARKING CONTRACT WITH NSL**

Consideration was given to the commercially sensitive information in relation to Item 8: Approval to extend the Parking Contract with NSL.

Resolved:
That Cabinet approves the extension to the Parking Enforcement Contract with NSL for a period of 12 months to allow the service review to ensure the council improve the parking service in future for Oldham Residents.

18 **GALLERY OLDHAM - PRIORITY MAINTENANCE WORK**

Consideration was given to the commercially sensitive information in relation to Item 9: Gallery Oldham – priority Maintenance Work.

Resolved:
That Cabinet accepts the MEND funding and approve the budget to progress the required works in accordance with the Council's Contract Procedure Rules, which will assist to maintain and facilitate improved functional use of the Gallery Oldham whilst mitigating relevant operational, health and safety risks in addition to reducing future energy consumption through introducing greener technologies for replacement plant and equipment.

The meeting started at 6.00pm and ended at 6.20pm

This page is intentionally left blank

Oldham Council

Report to CABINET

Proposed changes to s75 (Oldham Council and NHS GM ICB) governance arrangements

Portfolio Holder: Cllr Barbara Brownridge Cabinet Member for Health and Social Care
Officer Contact: Jayne Ratcliffe, Director of Adult Services, Rebecca Fletcher, Director of Public Health

Report Author: Erin Portsmouth, Associate Director of Strategy, Planning and Development (NHS Greater Manchester)
18th March 2024

Reason for Decision
There is a need to ensure that business related to the section 75 agreement held between Oldham Council and NHS Greater Manchester Integrated Care Board moves into Oldham's Integrated Care Partnership Committee (formerly named Oldham Integrated Care Partnership Locality Board), with the aim of providing robust stewardship of the pooled / aligned health budget, whilst linking this work to wider health and care partnership conversations.

Executive Summary
Not applicable.

Recommendations
The Cabinet is asked to approve the proposed changes to the governance arrangements for the s75 and the Terms of Reference for Oldham Integrated Care Partnership Committee.

Cabinet 18th March 2024

Proposed changes to s75 (Oldham Council and NHS GM ICB) governance arrangements

1 **Background**

1.1 This paper brings an ask to the Cabinet to approve changes to the governance of the s75 agreement and its related decisions.

The specific ask is to **disband the Commissioning Partnership Board**, which is the current Joint Committee of Oldham Council and NHS Greater Manchester Integrated Care Board (GM ICB) for the s75 Agreement and **move the business of the s75 into Oldham Integrated Care Partnership Committee** (formerly named Oldham Integrated Care Partnership Locality Board).

Oldham Integrated Care Partnership Committee is a sub-group of GM ICB and is established to operate with specific delegations. Membership of the Committee includes representatives from Oldham Council and GM ICB, as well as wider partner organisations, including commissioned health providers, the VCFSE sector and Healthwatch Oldham.

These proposed changes will ensure there is robust stewardship and decision-making in relation to the aligned / pooled budget under the s75 Agreement by Oldham Council and NHS GM ICB, but in addition, will allow for discussions to take place with wider health and care partners.

Within the Committee meeting, decisions in relation to s75 will remain exclusive to the nominated voting representatives for s75 matters. As s75 discussions will take place with wider partners present in the meeting, any real or perceived conflicts of interest will be managed as per the usual good governance and meeting management processes.

The Terms of Reference for Oldham Integrated Care Partnership Committee, embedding the purpose, duties and governance of the s75 Agreement, are appended to this paper.

It should be noted that further changes may need to be made to some specific clauses / voting rights of the Committee has a whole (due to changes in GM ICB governance operations and in relation to individual partner organisation delegations into the Committee), but this will not impact the s75 Agreement decision-making arrangements / voting rights.

Any further revised Terms of Reference for the Committee will be brought to a future Cabinet for approval.

These proposed changes to operate s75 business within Oldham Integrated Care Partnership Committee have been approved by the joint partner in the s75 Agreement, GM ICB, as this is the approach being adopted across all localities in GM.

2 **Current Position**

2.1 Decisions in relation to the section 75 Agreement are taken by the Commissioning Partnership Board, a Joint Committee established by Oldham Council and NHS Greater Manchester Integrated Care Board (formerly NHS Oldham Clinical Commissioning Group).

3 **Options/Alternatives**

3.1 The alternative options are:

- Retain the existing arrangements for the Commissioning Partnership Board.
- Establish a new s75 Committee, as an evolution of the existing Commissioning Partnership Board.
- Establish a new s75 Committee with separate Terms of Reference that operates administratively within Oldham Integrated Care Partnership Committee.

4 **Preferred Option**

4.1 The preferred option is to embed s75 business into Oldham Integrated Care Partnership Committee, under one set of Terms of Reference, which as proposed, would retain ringfenced decision-making / voting rights that is separate to the duties of the wider Committee as a whole.

5 **Consultation**

5.1 These are outlined as follows:

- NHS Greater Manchester Integrated Care Board – agreed.
- Commissioning Partnership Board – agreed.

6 **Financial Implications**

6.1 Not applicable – financial implications in relation to s75 arrangements will be outlined as per the s75 Agreement itself, and all its related financial Schedules.

7 **Legal Implications**

7.1 Not applicable – legal implications in relation to s75 arrangements will be outlined as per the s75 Agreement itself, and all its related Schedules.

8. **Co-operative Implications**

8.1 Not applicable.

9 **Human Resource Implications**

9.1 None expected, although it is recommended that the administration of s75 business moves to Oldham Locality Place Team, which already oversees the meeting of Oldham Integrated Care Partnership Committee. This administration of the meeting and management of the business cycle will be carried out in close liaison with Oldham Council's Constitutional Services team, as per best practice Joint Committee / Joint Commissioning arrangements.

10 **Risk Assessments**

10.1 None.

11 **IT Implications**

11.1 Not applicable.

12 **Property Implications**

12.1 Not applicable.

13 **Procurement Implications**

13.1 Not applicable – procurement implications in relation to s75 arrangements will be outlined as per the s75 Agreement itself, and all its related Schedules.

14 **Environmental and Health & Safety Implications**

14.1 Not applicable.

15 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

15.1 None.

16 **Oldham Equality Impact Assessment, including implications for Children and Young People**

16.1 No.

17 **Key Decision**

17.1 No.

18 **Key Decision Reference**

18.1 Not applicable.

19 **Background Papers**

19.1 None.

20 **Appendices**

20.1 Terms of Reference for Oldham Integrated Care Partnership Committee.

OLDHAM INTEGRATED CARE PARTNERSHIP COMMITTEE

"THE COMMITTEE"

TERMS OF REFERENCE

1 Context

1.1 Neighbourhood and place-based working provides the closest connection to the broadest range of factors affecting people's health and wellbeing. Most people will receive their day-to-day care for much of their lives in the neighbourhood or locality. The only place where local authority spend and planning, not only on care services, but also on the wider determinants of health comes together with NHS spend is at the locality level.

1.2 Local Integrated Care Partnership Committees will accelerate our journey to place-based working by forming a single entity that can deliver accountability for decisions and budgets at place level.

1.3 The Committees will take accountability for health spend in their locality – and do so in concert with Greater Manchester Integrated Care Board (GM ICB).

2 Establishment and purpose

2.1 Oldham Integrated Care Partnership Committee ("the Committee") has been established to bring together senior leaders for the NHS (primary, secondary, community and mental health), local authority and the VCFSE (Voluntary, Community, Faith & Social Enterprise). Its role is to focus on the shared priorities within the local health and care strategy and, by working together, improve health, wellbeing, and care for the population of Oldham.

2.2 It will specifically oversee the effectiveness of collaborative partnership working in the locality, ensuring there is a framework for integrated transformation, delivered under agreed principles, priorities, and objectives.

2.3 Additionally, there is a specific purpose in relation to discussions and decisions that are under the section 75 Agreement ("s75") in place between Oldham Council and NHS Greater Manchester Integrated Care Board ("GM ICB"). This is outlined as follows:

2.3.1 The s75 part of this Committee is the integrated strategic commissioning body for health and social care services established under section 75 of the NHS Act 2006 between Oldham Metropolitan Borough Council ("Oldham Council) and NHS Greater Manchester Integrated Care Board ("GM ICB").

2.3.2 The s75 part of this Committee is a Joint Committee of Oldham Council and GM ICB established under Regulation 10(2) of the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 (the Partnership Regulations). It is established in accordance with, and shall be accountable to, Oldham Council's Constitution and GM ICB's Constitution, Standing Orders, Scheme of Reservation and Delegation and Prime Financial Policies.

2.3.3 The s75 part of this Committee shall exercise on behalf of Oldham Council and GM ICB such integrated / joint commissioning functions as may be delegated to it pursuant to such agreement or agreements that they may enter from time to time pursuant to the Partnership Regulations (s75 agreement).

2.3.4 These Terms of Reference embed and outline how business and decisions under the s75 Agreement will inform local commissioning, and describe the membership, remit, responsibilities and reporting arrangements of the s75 decision-makers and shall have effect as if incorporated into the aforementioned organisational Constitutions and Standing Orders.

3 Section 75 principles

3.1 The core principles of the s75 are:

3.1.1 To place quality, innovation, productivity, and prevention at the heart of its business by considering the impact of decisions on the quality of care and the patient experience.

3.1.2 To ensure that equality is the fundamental principle on which the s75 operates in the commissioning of services which address the diversity of needs within the borough.

3.1.3 To take a holistic and integrated approach to the health and social care system, including for investments and savings, being mindful of the wider health and social care system.

3.1.4 To ensure transparent information sharing in relation to business planning, and therefore minimising risk from unforeseen unplanned activity in relation to the s75.

3.1.5 To ensure transparent information sharing in relation to performance and financial information, as relevant to the s75.

3.1.6 To share strategic and operational good practice.

3.1.7 To provide assurance to partner organisations to comply with all statutory and mandatory duties, including but not limited to, the duties to involve and/or consult (as appropriate) the public; the duty to consult the Overview and Scrutiny Committee; and relevant procurement guidance.

3.1.8 To undertake such involvement and/or consultation (as appropriate) with patients, users, and the public on issues within the s75 scope.

3.1.9 To take a proactive approach to sharing information to help partners work more effectively with service users and communities, where this is appropriate and safe to do so.

4 Status, authority, and accountability

4.1 The Committee is a committee of GM ICB, accountable to GM ICB as per its Scheme of Reservation and Delegation. Discussions and decisions in relation to the s75 between Oldham Council and GM ICB takes place within the Committee as a 'hybrid' meeting, with shared notices of meetings, agendas, papers, minutes, and action logs.

4.2 The Committee reserves the right to establish sub-groups and working groups under its own Scheme of Reservation and Delegation, to deliver the work of the Committee.

4.3 There are areas of accountability within the Committee that are specific to s75 matters:

4.3.1 Decisions related to the s75 within the Committee are only for those in scope for the integrated commissioning outlined in the s75 Agreement. The s74 decision-makers have delegated executive responsibility and may exercise executive decision making for these in-scope service lines.

4.3.2 The s75 decision-makers within the Committee, on behalf of the Oldham Council and GM ICB, can:

(i) Commit resources within agreed limits.

(ii) Decide policy within the scope of services.

(iii) Commission research or reviews to inform decision-making.

(iv) Oversee integrated commissioning action plans.

4.3.3 Ultimate legal accountability for the provision of statutory services will, however, be unaffected and will remain with Oldham Council and GM ICB through the Cabinet and GM ICB, respectively. Due to the nature of the decisions, the s75 decision-makers may, therefore, be required to seek additional approvals from the Cabinet and GM ICB in accordance with the terms of a Section 75 agreement or otherwise as directed.

4.3.4 The s75 decision-makers will meet and do its business in conjunction with the Committee, which is sub-committee of GM ICB, as part of an approved 'hybrid' arrangement. Whilst discussions will take place in the round, decision-making will be retained for the identified voting members for s75 matters. The s75 decision-makers reserve the right to undertake some business as a private 'part 2' meeting for voting members only.

5 Geographical coverage

5.1 The responsibilities for the Committee will cover the same geographical area as Oldham Council.

6 Responsibilities

6.1 The Committee will have the following responsibilities.

Strategic leadership

6.1.1 Undertake all functions and duties delegated to it by GM ICB.

6.1.2 Convene partners to set the overall vision and strategic direction for the locality, utilising public health-led data and intelligence to inform decision making and reduce health inequalities.

6.1.3 Develop a single local strategic plan for health and care in the locality which ensures that services are planned and co-ordinated around people's needs.

6.1.4 Ensure connection to the objectives and delivery arrangements of the wider plan for the place and to the means to address the social determinants of health.

6.1.5 Ensure that delivery of the strategic aims and objectives is embedded across the system.

6.1.6 Agree resource allocation within the scope of responsibilities delegated to it.

6.1.7 Be accountable for the pooled budget and have shared oversight of the local £ to ensure the most effective use of public resources.

6.1.8 Consider, make recommendations, and have oversight of spend in relation to specific budget areas where it is agreed to align services and funds or hold 'in-sight'.

6.1.9 Cooperate to have a shared understanding of the total locality health and care spend and of the mechanisms by which to shift investment towards prevention and early intervention.

6.1.10 Operate as the strategic interface into the GM, regional and national systems.

6.1.11 Lead locality implementation of key enablers such as digital, estates and workforce planning.

6.1.12 Ensure that local people can influence strategy and local service provision.

6.1.13 Agree appropriate representation in GM and reflect the agreed locality input.

Assurance

6.1.14 Hold the system to account for delivery of health and care provision for the borough to ensure delivery of agreed outcomes.

6.1.15 Monitor delivery of agreed plans including oversight local provider arrangements.

6.1.16 Seek assurance on the delivery of system-wide statutory duties including, but not exclusive to, reducing health inequalities, quality and safety of services, performance targets and financial arrangements.

6.1.17 Provide assurance to GM ICB and other relevant parties on delivery of statutory functions and responsibilities exercisable by the ICB.

System development

6.1.18 Agree and articulate expectations for how system partners work together and setting shared values.

6.1.19 Ensure effective mechanisms to secure clinical and care professional leadership is embedded at all levels of the partnership.

6.1.20 Oversee the development of and continued transition of the Integrated Care Partnership.

6.1.21 As needed, support the development and governance arrangements of any locality provider delivery vehicles.

6.1.22 Develop strong links with wider Public Service Reform agenda and operate under the GM Public Sector Reform Principles.

6.2 The specific remits, responsibilities, and objectives in relation to the s75 are:

6.2.1 Take responsibility for the management of partnership arrangements in accordance with the s75 Agreement, including monitoring the arrangements and receiving reports and information on the operation of the arrangements.

6.2.2 Set the high-level commissioning strategy and health and wellbeing outcomes for Oldham to meet assessed population, community, and individual need within the financial resources of the s75 Agreement.

6.2.3 Make commissioning recommendations for the financial resources not contained within the s75 Agreement.

6.2.4 Support the dissolving of traditional boundaries between commissioning and provision of services in Oldham to improve outcomes for the population against the agreed Outcomes Framework.

6.2.5 Have responsibility for all matters relating to the aligned and/or pooled funds as may be set out in the s75 Agreement.

6.2.6 Recommend the high-level parameters for strategic commissioning and services.

6.2.7 Maintain a strategic overview and assurance role on behalf of Oldham Health and Wellbeing Board to ensure implementation and delivery of the agreed high-level strategies and outcomes set jointly between Oldham Council and GM ICB under the s75 Agreement.

6.2.8 Monitor and review high level outcomes and performance data to ensure that the goals established by commissioners for the transformation of health and social care services are achieved against the Outcomes Framework linked to the s75 Agreement.

6.2.9 Govern the arrangements for integrated commissioning in the Oldham borough providing assurance to Oldham Council and GM ICB that their statutory and mandatory responsibilities and strategic objectives are being met and that their combined resources are being utilised to best effect.

6.2.10 Provide assurance to Oldham Council and GM ICB for the achievement of the agreed outcomes, commissioning strategies and plans within the available financial envelope.

6.2.11 Inform an integrated commissioning strategy, setting out specific goals and outcomes for commissioning in the borough, and the intentions of the whole system to transform health and social care delivery to reflect best practice and value for money as linked to the s75 Agreement.

6.2.12 Describe how the outcomes and objectives set out in the s75 Agreement will be achieved.

6.2.13 Commit resource at a high level within the aligned and/or pooled funds to achieve the objectives of integrated commissioning as linked to the s75 Agreement.

6.2.14 Develop a joint financial plan to underpin the investments and savings to be made jointly by Oldham Council and GM ICB as linked to the s75 Agreement.

6.2.15 Set the high-level quality standards for, and monitor and review the outcomes and performance for, commissioned services within the s75 Agreement, identifying areas of good practice and acting where outcomes and performance fall short of requirements.

6.2.16 Ensure that the prescribed functions of Oldham Council and GM ICB are properly and effectively discharged through the aligned and/or pooled funds and the strategic commissioning arrangements as appropriate.

6.2.17 Provide assurance to Oldham Health and Wellbeing Board, Oldham Council Cabinet, Oldham Council's Overview & Scrutiny Committee and GM ICB of the quality and safety of commissioned services within the s75 Agreement of the proper and effective use of resources in the aligned and/or pooled fund, and of the achievement of agreed strategy and outcomes.

6.2.18 Conduct all business in accordance with the provisions of the s75 Agreement, including the standards on partnership behaviours and the code of conduct on conflicts of interest.

6.2.19 Identify, record, mitigate and manage all risks associated with the s75 Agreement.

6.2.20 Review regular high-level performance and financial monitoring reports relating to the s75 Agreement and ensure, if required, appropriate action is taken to ensure annual delivery of expected performance targets and approved schemes within permitted budget for the financial year.

7 Membership and chairing

7.1 Committee membership is outlined in the table that follows, showing which members have voting rights, and whether those voting rights are in relation to the matters of Oldham Integrated Care Partnership (ICP) and/or matters related specifically to the s75 Agreement.

Organisation / sector	Job title / role	Voting on Oldham ICP matters?	Voting on section 75 matters?
Oldham Council	Cabinet Member for Health and Social Care (Chair of the Committee)	✓	✓

NHS GM ICB	Oldham Place Lead for Health and Care Integration (Vice Chair of the Committee)	✓	✓
Oldham Council	Leader of the Council and Cabinet Member for Reform and Regeneration	✓	✓
Oldham Council	Cabinet Member for Children and Young People	✓	✓
Oldham Council	Cabinet Member for Neighbourhoods	✓	✓
NHS GM ICB	Oldham Associate Medical Director	✓	✓
NHS GM ICB	Oldham Associate Director of Finance	✓	✓
NHS GM ICB	Oldham Deputy Place-Based Lead / Associate Director for Delivery and Transformation	✓	✓
Pennine Care NHS FT	Associate Director (Oldham)	✓	
Pennine Care NHS FT	Director of Strategy	✓	
Northern Care Alliance NHS FT	Oldham Care Organisation Chief Officer	✓	
Northern Care Alliance NHS FT	Chief Strategy Officer	✓	
Action Together	Oldham Director	✓	
Healthwatch	Oldham Manager	✓	
NHS GM ICB (NHS GM executive representative)	Chief Medical Officer		
Oldham GP Board	Representative of Oldham's Primary Care Networks	✓	
Oldham Council	Chief Executive	✓	
Oldham Council	Director of Finance	✓	
Oldham Council	Director of Adult Social Care	✓	
Oldham Council	Managing Director of Children's Services	✓	
Oldham Council	Director of Public Health	✓	
NHS GM ICB	Oldham Assistant Director of Quality, Safety and Safeguarding	✓	
NHS GM ICB	Oldham Associate Director of Strategy, Planning and Development	✓	

7.2 Leads for functions, themes, networks, programmes, or projects, and/or specific subject matter experts, may be invited to the meeting to present on an ad-hoc basis with agreement of the Chair, as may representatives from non-health and care sectors.

7.3 As outlined, other officers may be invited to support any agenda items as agreed by the Chair of the meeting. When considering a confidential matter, the Chair of the meeting may ask non-voting members to leave the meeting. The voting members may decide that a matter is confidential if in their view publicity about it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted, or for other special reasons that they specify arising from the nature of that business or of the proceedings.

8 Quorum and decision-making

8.1 The Committee will be considered quorate if two thirds of Oldham ICP's voting members (or their nominated deputies) are present.

8.2 Decisions in relation to the s75 will be quorate with the attendance of six s75 voting members (or their nominated deputies), which must be made up of three voting members from Oldham Council and three voting members from GM ICB.

8.3 The Committee will function as a forum for discussion with the aim of making collective decisions by reaching consensus. Each party will express its views and make decisions.

8.4 Decisions made in relation to the section 75 shall be made on a simple majority basis, and in the event of a tie, the Committee Chair will have the casting vote.

8.5 Each party will delegate to its representative the authority agreed to be necessary for the Board to function effectively and discharge the duties within these Terms of Reference. Authority delegated by the parties will be recognised to the extent necessary in the parties' own schemes of reservation and delegation (or equivalent).

8.6 Nominated deputies will count towards voting quorum if the Chair is notified at the start of the meeting and receives confirmation from the core voting member that the deputy has full authority to function as described above.

8.7 Should a formal vote be needed, the vote structure will be defined ahead of the vote by the Chair and will only take place if parity across member organisations can be achieved.

8.8 In relation to the s75 specifically:

8.8.1 Oldham Council and GM ICB are delegating their functions to the s75 part of this Committee and not to their individual representatives.

8.8.2 Through its decision-making processes the s75 part of this Committee will adhere to the decision-making processes of both Oldham Council and GM ICB.

8.8.3 Where a decision of the Council is required at the s75 part of this Committee, then the requirements of the Local Government Act 2000 and the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 must be adhered to (publication of notice of key decisions 28 days in advance, publication of reports 5 clear working days in advance, formal decision notice signed by decision maker and Proper Officer. (Oldham Council's Constitutional Services team / representative must attend for this purpose for these items).

8.8.4 Decisions that are 'key decisions' are subject to Oldham Council's 'call-in' procedures and cannot be implemented until the time for call-in has expired or the matter has been dealt with in accordance with Overview & Scrutiny Procedure Rules.

8.8.5 A decision will be a "key decision" if it falls within the definition set out in:

(i) Regulation 8 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012; and

(ii) the Council's Constitution, as both may be amended from time to time.

8.8.6 The s75 part of this Committee will be accountable to Oldham Council's Cabinet and/or Council, as appropriate, and NHS Greater Manchester Integrated Care Board (GM ICB). It will work in partnership with Oldham Health and Wellbeing Board and the wider Oldham Integrated Care Partnership Committee.

9 Financial arrangements for joint / integrated commissioning

9.1.1 One of the core functions of the s75 Agreement is to oversee the alignment of budgets for the services in scope as integrated / joint commissioning activity.

9.1.2 This will be achieved through either the aligning of budgets, whereby each partner will control their own budgets and spending will be reduced to a minimum, or pooled / fully integrated budgets.

9.1.3 The operation of s75 decisions is underpinned by the s75 Agreement, and it will oversee one or more aligned and/or pooled funds.

10 Reporting

10.1 The Committee and broader Integrated Care Partnership shall participate in any assurance processes requested by Oldham Council and/or GM ICB.

10.2 The Committee shall make any such recommendations to Oldham Council or GM ICB it deems appropriate on any area within its remit, where action or improvement is needed.

11 Conflicts of interest

11.1 Members of the Committee will be asked to declare any actual or perceived conflicts of interest as part of a maintained Declarations of Interest Register for the meeting.

11.2 In addition, the Chair will ask Members at each meeting to declare any new or existing, real or perceived conflicts, in relation to any items of business for that meeting.

11.3 The Chair of the Board shall manage all conflict of interest matters and will agree with Members as to the approach when a conflict has arisen in relation to an agenda item. The approach will need to be consistent with the Parties' own arrangements in respect of conflict of interest, as well as any relevant statutory duties.

11.4 Members of the Committee must refrain from actions that are likely to create any real or perceived conflicts of interest.

12 Confidentiality

12.1 Information obtained during the business of the Committee must only be used for the purpose it is intended. Sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The main purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g., performance management, securing competitive advantage in procurement).

12.2 Members of the Committee are expected to protect and maintain as confidential any privileged or sensitive information divulged. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

13 Support

13.1 Functional advice, subject matter and clinical experts, and programme leads will be made available to the Committee to enable it to discharge its responsibilities.

13.2 The Committee may call additional experts to attend meetings on an ad hoc basis to inform discussions.

13.3 Administration support will be provided to the Committee for the management of the meetings. This will be led by team members from GM ICB's Oldham Locality Place Team, with close liaison with Oldham Council's Constitutional Services team regarding s75 business.

14 Conduct of business

14.1 Formal Committee meetings will be held at least ten times per annum.

14.2 The meetings of the Committee will be held in public, subject to any exemption provided by law as set out under 14(b).

14.3 The Chair may resolve to exclude the public from a meeting that is open to the public (whether during the whole or part of the proceedings) whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings or for any other reason permitted by both

the Public Bodies (Admission to Meetings) Act 1960 (as amended or succeeded from time to time) and the Local Government Act 1972.

14.4 The Committee will give no less than five working days' notice of its meetings. In extenuating circumstances, the Chair of the Committee may decide considering urgent circumstances to call a meeting at shorter notice.

14.5 The agenda will be developed in discussion with the Chair. Circulation of the meeting agenda and papers via email will take place no less than five working days before the meeting is scheduled to take place. The agenda, minutes, action log and papers for public meetings will be published via the NHS Greater Manchester Integrated Care website, subject to any exemptions provided by law as set out under 14(b), and as outlined in clause 14.2.

14.6 At the discretion of the Chair business may be transacted through a teleconference or videoconference provided that all members in attendance can hear all other parties and where an agenda has been issued in advance.

14.7 At the discretion of the Chair a decision may be made on any matter within these Terms of Reference through the written approval of every member, following circulation to every member of appropriate papers and a written resolution. Such a decision will be as valid as any taken at a quorate meeting but will be reported for information to, and will be recorded in the minutes of, the next meeting.

14.8 Formal minutes of the meeting will be taken. The minutes will be accompanied by a log of matters arising and actions.

14.9 The proceedings of the Committee will be recorded as minutes and will include the recording of all names of those in attendance and any conflicts of interest declared.

14.10 The minutes and action log of each meeting will be circulated to all Committee members within 7 days, with their approval considered as an agenda item at the next meeting.

14.11 Members of the Committee will act as the overall communication links to their organisations and relevant departments.

15 Review and effectiveness

15.1 Members of this Committee have a collective responsibility its operation. They will participate in discussion, review evidence, and provide objective expert input to the best of their knowledge and ability, and endeavour to reach a collective view.

15.2 The Committee may delegate tasks to such individuals or groups as it shall see fit, provided that any such delegations are consistent with each Parties' relevant governance arrangements and these Terms of Reference and reflect appropriate arrangements for the management of any real or perceived conflicts of interest.

15.3 The Committee shall give consideration to laws and regulations impacting on the work of the s75.

15.4 The Committee shall have access to sufficient resources to perform its duties, with members provided with appropriate and timely training, both in the form of an induction programme for new members and on an on-going basis for all members.

15.5 At least once a year, the Committee will review its own performance to ensure it is operating at maximum effectiveness and recommend any changes it considers necessary to partners.

15.6 These Committee Terms of Reference will be formally reviewed annually, or sooner should the Board need to respond to any changes to effectively enable it to fulfil its functions. If changes to these Terms of Reference are agreed by this Committee, they will be approved via partner governance channels as relevant, and formally ratified by the Cabinet and GM ICB.

16 S75 - Other matters

16.1 In the event of a dispute, the disputes procedure within the s75 Agreement shall be followed. The basis and procedure for termination of s75 business within this Committee is included within the s75 Agreement.

16.2 The s75 decision-makers are authorised by the Cabinet and GM ICB to investigate any relevant activity within these Terms of Reference. They are authorised to seek any information required from any employee, and all employees are directed to co-operate with any request made by this Committee.

16.3 The s75 decision-makers are authorised by the Cabinet and GM ICB to obtain outside legal or other independent professional advice and to secure the attendance of outsiders with relevant experience and expertise if it considers this necessary, within the scope of these Terms of Reference and within a limit determined by organisational financial leads.

Report to Cabinet

Revenue Monitor and Capital Investment Programme 2023/24
Quarter 3 – December 2023

Portfolio Holder: Councillor Abdul Jabbar MBE, Cabinet Member for Finance & Corporate Resources

Officer Contact: Sarah Johnston, Director of Finance

Report Author: Sarah Johnston, Director of Finance

18 March 2024

Reason for Decision

The report provides Cabinet with an update on the Council's 2023/24 forecast revenue budget position at Annex 1 and the financial position of the capital programme as at 31 December 2023 (Quarter 3) together with the revised capital programme 2023/24 to 2027/28, as outlined in section two of the report at Annex 2.

Executive Summary

Revenue Position

The forecast outturn position for 2023/24 is a projected adverse variance of £16.642m after allowing for approved and pending transfers to and from reserves.

There are significant variances contained within the projected net overspend within three areas forecasting pressures:

- Children's Services is forecasting a pressure of £14.240m
- Place and Economic Growth is forecasting a pressure of £5.442m; and
- Community Health and Adult Social Care is forecasting a pressure of £0.864m

These will continue to be closely monitored for the remainder of the financial year with action taken to address variances and take mitigating action as detailed in the report.

Favourable variances across the remaining portfolios totalling £3.903m are offsetting these pressures in these three areas.

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

The forecast pressure of £16.642m at Quarter 3 is an increase of £0.449m on the adverse position of £16.194m reported at Month 8. Management actions that have been approved to review and challenge planned expenditure, control recruitment and to maximise income will hopefully have an impact on the anticipated the outturn deficit position.

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.

As reported previously, the position on the DSG continues to improve and as at month 9 it is forecasting an in-year surplus of £2.117m, with an estimate that the year-end position will be a surplus of £3.561m. Action will continue to be taken with the aim of mitigating cost pressures and delivering and maintaining a surplus position. To assist, Oldham is taking part in the Department for Education sponsored Delivering Better Value in SEND (Special Educational Needs and Disabilities) 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.

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

The Collection Fund is forecasting an in-year surplus of £0.707m. The Collection Fund is particularly volatile, 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 2024/25.

Capital Position

The report outlines the most up to date capital spending position for 2023/24 to 2028/29 for approved schemes. The revised capital programme budget for 2023/24 is £79.466m at the close of month 9, a net decrease of £30.839m from the original budget of £110.305m. Actual expenditure to 31 December 2023 was £52.765m (66.40% 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:

1. Forecast revenue outturn for 2023/24 at Quarter 3 being a £16.642m adverse variance.
2. Forecast positions for the Dedicated Schools Grant, Housing Revenue Account and Collection Fund.
3. Revised capital programme for 2023/24 and the forecast for the financial years to 2027/28 as at Quarter 3.

Revenue Monitor and Capital Investment Programme 2023/24 Quarter 3 – December 2023

1 Background

1.1 The Authority's 2023/24 revenue budget and capital programme was approved by Council on 1 March 2023. 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 this 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 Month 8 together with known commitments, issues
b) The capital programme forecast has been based on notified revisions to the approved 2023/24 position including the final 2022/23 outturn, new grant notifications and an initial rephasing of the approved capital programme and the Annual Review.

1.3 As the year progresses the outturn projections will reflect the evolving position of management actions put in place to mitigate in-year pressures, new developments and changes in the profile of planned expenditure and of course any additional support that the Government may provide.

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 2023/24 is an adverse variance of £16.642m compared to £16.194m at month 8. Further details of the current revenue budget position and a full description of the forecast can be found in Annex 1.

2.2 Table 1 below shows the year-end forecast position against budget for each Portfolio after the application of a net planned transfer of £11.638m to and from reserves. This represents an adverse movement of £0.449m compared to the position reported at Month 8.

2.3 The significant forecasted adverse variances at month 8 are within Children's Services, Community Health an Adult Social Care and Place and Economic Growth Directorates. Children's Services is reporting a pressure of £14.240m (£13.386m at month 8), Community Health an Adult Social Care which is reporting an adverse variance of £0.864m (£0.815m at month 8) and there is a further significant pressure within the Place and Economic Growth Directorate which is forecasting a £5.442m adverse variance (£5.312m at month 8)

2.4 The forecast overspends are offset by a series of favourable variances totalling £3.903m being reported within; Capital, Treasury and Corporate Accounting (£1.509m, unchanged from month 8), £0.327m within Public Health (£0.305m at month 8), £0.346m within Communities (£0.194m at month 8) and £1.721m within Corporate Services (£1.310m at month 8).

2.5 It is important to note that eight 2023/24 approved budget reductions totalling £1.403m will not to be achieved and are therefore rated 'Red. In addition, one further reduction is rated 'Amber/ Red - with £0.040 of a possible £0.060m forecast not to be achieved. Further details are provided in section 3. In addition, there are a further two Budget Reductions with a combined value of £0.880m rated 'Amber. These are expected to be delivered by year end.

Therefore, £1.443m of the projected adverse variance in table 1 is due to the failure to deliver budget reductions.

2.6 The table below shows the forecast Quarter 3 (December) revenue outturn position.

	Budget £000	Forecast £000	In Year Transfer To/ (From) Reserves £000	Variance Month 9 £000	Variance Month 8 £000
Community Health and Adult Social Care	79,302	83,089	(2,924)	864	815
Children's Services	69,981	87,463	(3,242)	14,240	13,386
Public Health	24,342	25,949	(1,933)	(327)	(305)
Communities	9,030	9,039	(355)	(346)	(194)
Place and Economic Growth	60,089	67,278	(1,748)	5,442	5,312
Corporate Services	30,318	28,597	-	(1,721)	(1,310)
Capital, Treasury and Technical Accounting	25,788	25,714	(1,436)	(1,509)	(1,510)
NET EXPENDITURE	**298,850**	**327,130**	**(11,638)**	**16,642**	**16,194**
FINANCED BY:					
Collection Fund Surplus	**(4,130)**	**(4,130)**	-	-	-
General Use of Reserves	**(12,786)**	**(12,786)**	-	-	-
Transfer to Earmarked Reserves - Business Rates Retention Pilot Gain	**1,209**	**1,209**	-	-	-
Other Financing	**(283,144)**	**(283,144)**	-	-	-
TOTAL FINANCING	**(298,851)**	**(298,851)**	-	-	-
NET FORECAST VARIANCE	**-**	**28,280**	**(11,638)**	**16,642**	**16,194**

2.7 As this financial monitoring report reflects the financial position at Quarter 3 (Month 9), it can be regarded as an 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 2024/25 budget.

2.8 The original approved capital programme for 2023/24 totalled £110.305m. The revised capital programme as at month 9 taking account of approved carry forwards, approved new funding, new schemes and variations and proposed variations/ re-phasing gives projected revised expenditure of £79.466m. Actual expenditure at month 9 was £52.765m (66.40% 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 Cabinet 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 Not Applicable.

18 Key Decision

18.1 Yes

19 Key Decision Reference

19.1 FLC-07-23

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:	Revenue Background Papers are contained in Annex 1 including Appendices 1 and 2.
Officer Name:	Lee Walsh
Contact:	lee.walsh@oldham.gov.uk
File Ref:	Capital Background Papers are contained in Annex 2 including Appendices A to I
Officer Name:	James Postle
Contact No:	James.Postle@oldham.gov.uk

21 Appendices

Annex 1	**Revenue Budget Monitoring Report 202324 Quarter 3 (Month 9) – December 2023**
Appendix 1	Financing of the 2022/23 Revenue Budget at Month 9
Appendix 2	Analysis of Grants
Annex 2	**Capital Investment Programme Report 2023/24 Month 9 – December 2023**
Appendix A	SUMMARY – Month 9 - Community Health & Adult Social Care
Appendix B	SUMMARY – Month 9 - Children's Services
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 - Funds for Emerging Priorities
Appendix I	SUMMARY – Month 9 - Proposed Variations

ANNEX 1

REVENUE BUDGET MONITORING REPORT 2023/24
Quarter 3 – December 2023

1 Background

1.1 The Authority's 2023/24 revenue budget was approved by Council on 1 March 2023 at a sum of £287.051m incorporating:

- The use of £4.130m of surplus Collection Fund resources to support the 2023/24 revenue budget;
- Budget Reductions approved in 2021/22 and 2022/23 resulting in a budgetary impact of £3.655m for 2023/24;
- £16.313m of Budget Reductions approved within the 2023/24 budget;
- £12.786m use of corporate and specific reserves with an offsetting transfer to reserves of £1.209m reflecting the requirement, under the Business Rates Retention Pilot scheme, to pay the Greater Manchester Combined Authority a share of Retained Business Rates income; and
- £2.600m 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 month 9 together with known commitments, issues and planned management actions.

1.3 Unlike 2022/23 when £12.000m of corporate resources were held to offset costs arising from the legacy of the COVID-19 pandemic, the budget for 2023/24 has been prepared so that anticipated COVID legacy costs are consolidated within the mainstream budgets of Children's Social Care and Community Health and Adult Social Care.

2 Current Position

2.1 The current net revenue budget of £298.852m represents an increase of £11.801m against the originally approved budget of £287.051m and an increase of £2.000m from the £296.852m reported at month 8. This increase is due to the utilisation of capital grants reflecting the reporting arrangements when preparing the Statement of Accounts. A full funding analysis can be found at Appendix 1.

2.2 The current position for 2023/24 at Month 9 is a projected adverse variance of £16.642m. This represents an adverse movement of £0.449m compared to the position reported at Month 8 (£14.194m). The year-end position has been prepared by all services and section 8 provides more detail about the approved and planned

use of reserves at month 9. The table below shows the year-end forecast position against budget for each Portfolio.

Table 1 – Summary Forecast Revenue Outturn

	Budget £000	Forecast £000	In Year Transfer To/ (From) Reserves £000	Variance Month 9 £000	Variance Month 8 £000
Community Health and Adult Social Care	79,302	83,089	(2,924)	864	815
Children's Services	69,981	87,463	(3,242)	14,240	13,386
Public Health	24,342	25,949	(1,933)	(327)	(305)
Communities	9,030	9,039	(355)	(346)	(194)
Place and Economic Growth	60,089	67,278	(1,748)	5,442	5,312
Corporate Services	30,318	28,597	-	(1,721)	(1,310)
Capital, Treasury and Technical Accounting	25,788	25,714	(1,436)	(1,509)	(1,510)
NET EXPENDITURE	**298,850**	**327,130**	**(11,638)**	**16,642**	**16,194**
FINANCED BY:					
Collection Fund Surplus	**(4,130)**	**(4,130)**	-	-	**-**
General Use of Reserves	**(12,786)**	**(12,786)**	**-**	-	**-**
Transfer to Earmarked Reserves - Business Rates Retention Pilot Gain	**1,209**	**1,209**	**-**	-	**-**
Other Financing	**(283,144)**	**(283,144)**	**-**	-	**-**
TOTAL FINANCING	**(298,851)**	**(298,851)**	**-**	-	**-**
NET FORECAST VARIANCE	**-**	**28,280**	**(11,638)**	**16,642**	**16,194**

2.3 There are significant variances contained within the projected net overspend. There are currently three areas which are forecasting pressures at month 9;

- Children's Services is forecasting a pressure of £14.240m, the most significant contributing factor to the adverse variance;
- Place and Economic Growth is forecasting a pressure of £5.442m; and
- Community Health and Adult Social Care is forecasting a pressure of £0.864m.

The forecast overspends are offset by a series of favourable variances totalling £3.904m being reported within; Capital, Treasury and Corporate Accounting (£1.509m, no change from month 8), £0.327m within Public Health (£0.305m at month 8), £0.346m within Communities (£0.194m at month 8) and £1.721m within Corporate Services (£1.310m at month 8).

More information on these variances is provided in summary in the following paragraphs and in detail in Section 3.

2.4 It is important to note that eight 2023/24 approved budget reductions totalling £1.403m will not to be achieved and are therefore rated 'Red. In addition, one further reduction is rated 'Amber/ Red - with £0.040 of a possible £0.060m forecast not to be achieved. Further details are provided in section 3. In addition, there are a further two Budget Reductions with a combined value of £0.880m rated 'Amber. These are expected to be delivered by year end. Therefore, £1.443m of the projected adverse variance in table 1 is due to the failure to deliver budget reductions.

2.5 In view of the projected and increasing adverse variance, Management instruction have been put in place 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.

In effect this is a continuation of actions that were initiated last year (and previous years), however, the variance at month 9 and throughout 2023/24 is much more significant than that at any point during 2022/23. It is therefore essential that this approach is rigorously applied and where possible, any transformation programme projects linked to savings are accelerated.

2.6 The effectiveness of management action and corporate procedures will continue to be closely monitored by Management Teams right up to the end of the financial year. Management action should ease the overall financial pressures, and the impact of such action will be reported in the final outturn report.

3 Portfolio Summaries

3.1 Community Health and Adult Social Care

3.1.1 The Portfolio 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 Portfolio at month 9.

Table 2 – Community Health and Adult Social Care- Forecast Outturn

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Clusters	3,098	2,964	-	**(134)**
Commissioning	17,963	19,196	(1,500)	**(267)**
Community Business Services	1,177	1,514	(797)	**(460)**
Community Health & Social Care	28,400	29,286	-	**886**
Director Adult Social Care	1,916	2,359	(627)	**(185)**
Learning Disability	15,888	16,572	-	**685**
Mental Health	9,846	10,187	-	**341**
Safeguarding	1,013	1,010	-	**2**
Total Forecast Net Expenditure	**79,302**	**83,088**	**(2,924)**	**863**

Summary

3.1.2 The Portfolio has a projected overspend of £0.863m, an increase of £0.049m compared to the £0.815m reported at month 8 and incorporates the use of reserves of £2.924m.

3.1.3 Short stay provision that has been repurchased as permanent placements following Care Act reassessments which has resulted in a significant number of

residential and nursing care packages becoming a long-term requirement which has consequently presented the service with an increase of backdated and previously unbudgeted costs.

Clusters

3.1.6 The Cluster service area is reporting an underspend forecast position of £0.134m previously forecast at £0.076m at month 8. The variance relates to vacant posts, mostly Social Worker posts across the service.

Commissioning

3.1.7 The service at month 9 is reporting a forecast underspend of £0.267m an increase of £0.251m from the underspend position of £0.051m as at month 8. The reduction in costs relates primarily to the Millbrook contract for community equipment where there has been a further decrease in activity (£0.231m). The service also has a number of vacant posts following a restructure that have not been recruited to resulting in an underspend of (£0.203m), this combined with efficiencies in the ASC contract management fees (£0.125m) and an increase in income for helpline (£0.054m) has increased the underspend position. These underspends are offset by pressures on the core Supported Living contracts (£0.134m) and the cost for a temporary team of Social Workers deployed to undertake emergency Care Act assessments linked to establishment of Oldham Total Care.

Community Business Services

3.1.8 Community Business Services is forecasting a £0.460m underspend. The variance is made up from vacant posts (£0.432m), which are partially offset against agency costs and other employee expenses £0.142m. There is also the recovery of unbudgeted income from deferred payments (£0.184m) and additional income from the CF grant totalling (£0.048m), but this is offset by overspends for the Civica contract and other non-pay expenditure totalling £0.062m. The Reform and Improvement Programme forms part of this Service Area and is fully funded from reserves with an expected drawdown in 2023/24 of £0.797m. An updated report was presented to Management Board outlining the programmes revised priorities and the implications of the Care Quality Commission statutory reforms.

Community Health and Social Care

3.1.9 The CHASC service area is projecting an overspend of £0.886m which is an adverse movement of £0.400m compared to month 8. The variance relates to increased cost pressures within residential care placements of £0.382m and increased activity for home care packages of £1.038m. This, in part, is being offset by vacant posts within the IDT and Sensory Teams of (£0.115m) and over achievement against residential & short stay income targets of (£1.138m), due to a high volume of outstanding financial assessments being completed by an external agency. As operational teams continue to work through backlogs the service has seen an increase in the number of short stay placements becoming permanent. The main movement relates to individuals with physical support.

Director of Adult Social Care (DASS)

3.1.10 When compared to Month 9 there is a favourable movement of £0.179m which results in a forecast underspend of £0.185m at month 9. The variance is a result of an increase in vacant posts and an increase in staffing recharges that total £0.185m.

Learning Disability

3.1.11 The Learning Disability service is forecasting an adverse variance of £0.685m, which is an increase of £0.388m compared to month 8. The overspend is mainly due to the increase in demand in homecare at £0.260m and supported living at £0.336m, direct payments, nursing and shared lives at £0.094m which has been mitigated slightly by a reduction in residential, short stay and respite care at (£0.116m). In addition, there are 14 vacant posts which has resulted in a forecasted underspend in salaries of (£0.044m) and an increase of CHC income of (£0.145m).

Mental Health

3.1.12 The Mental Health (MH) service is projecting an overspend of £0.341m an increase of £0.029m compared to month 8. The increase in costs is due to backdated payments and the rising number of individuals in residential care at £0.308m, nursing care at £0.451m, Direct Payments at £0.042m and Supported Living of £0.108m. The increase in CHC contribution to care (£0.593) and the decrease of (£0.289m) in salary costs has offset the increase in costs.

Safeguarding

3.1.13 Safeguarding is reporting a minor adverse variance of £0.002m with favourable variances within the Safeguarding Team of £0.028m and Safeguarding Board £0.009m counteracting a £0.039m overspend in the MASH Team.

Achievement of Budget Reductions

3.1.14 The Portfolio has approved Budget Reductions of £3.574m in 2023/24 all of which are fully delivered.

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 Portfolio as at month 9.

Table 3 – Children's Services

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Children's Social Care	54,439	68,056	(269)	**13,348**
Education, Skills & Early Years	12,031	14,714	(1,792)	**890**
Preventative Services	3,551	4,733	(1,182)	**0**
Schools	(39)	(39)	-	**0**
Total Forecast Net Expenditure	**69,981**	**87,463**	**(3,242)**	**14,240**

Summary

3.2.2 The Portfolio has a projected overspend £14.240m an increase of £0.853m on the £13.386m reported at month 8, incorporating a £2.305m use of reserves. The principal underlying reasons are detailed in the following paragraphs.

Children's Social Care

3.2.3 This Directorate is projecting a £13.348m overspend at month 9 compared to £12.496m overspend at month 8 the forecast incorporates a £0.269m use of reserves; an increase of £0.8524m. The principal underlying reasons are detailed below.

Children in Care

3.2.4 Children's in Care is reporting an adverse variance of £11.163m, a deterioration of £1.487m from the £9.676m reported at month 8. An increase in placements costs of £1.319m is driven by increases in Out of Borough/ Residential care (£0.890m) and Semi-independence (£0.217m).

Children's Fieldwork and Family Support

3.2.5 The area is forecasting a pressure of £2.803m a reduction of £0.170m compared to the month 8 position of £2.973m. It should be noted that the Children's Social Care Integration Management Costs and Business Support service areas, with a combined underspend of £0.468m have transferred to the newly created Children's Service Integration. There is a net overspend of £2.388m on staffing costs, in addition, there are pressures for no recourse to public funds £0.124m, assistance to families grants £0.203m and legal fees £0.075m with other minor variances totalling £0.013m accounting for the remainder.

Children's Safeguarding

3.2.6 The area is reporting a favourable variance of £0.301m compared to £0.154m at month 8, the improvement of £0.147m is due to the transfer of the Data and Performance team (with a corresponding forecast overspend of £0.151m) to the newly created 'Children's Services Integration' service area. The residual underspend of £0.154m is due to delays in recruiting to established posts.

Children's Services Integration

3.2.7 A newly created service are with services and budgets being transferred from Fieldwork and Family Support and Children's Safeguarding as referenced in sections 3.2.5 and 3.2.6, with a net favourable variance of £0.317m

3.2.8 Against a backdrop of increased demand nationally and particularly in the North West, factors such as poverty, deprivation, the legacy of the pandemic, and cost of living crisis continue to have a significant impact on the ability of children and young people in Oldham to enjoy a happy, healthy, and safe childhood. The main pressures that have carried forward into 2023/24 and which are driving the current financial position are the number and cost of children placed out of borough and the continued reliance on agency staff to address additional demand and also to help maintain a fully established workforce. The hourly rates paid to staff engaged

in this manner have significantly increased in the last two years. Disappointingly, the projected overspend is despite the significant additional funding of £14.700m that has been invested in the service for the current financial year; £11.800m intended to stabilise the financial position with further one-off, net investment of £2.900m funded from reserves to pump prime a number of invest to save initiatives aimed at improving services but also delivering budget reductions over the period to 2028/29.

3.2.9 Whilst it is acknowledged that demand cannot be wholly controlled, Senior Management is dedicated to addressing the issues affecting the service. The Children's Transformation Programme (CTP) has been set up in order to drive forward the operational changes required and to facilitate delivery of the invest to save initiatives. Governance of the programme is through the CTP board, chaired by the Managing Director of Children and Young People. The programme consists of six strands of activity, as outlined below:

- Placement Sufficiency;
- Workforce;
- Early Intervention and Prevention;
- Children and Young People's Mental Health;
- Speech, Language and Communication; and
- SEND Improvement.

3.2.10 The overall impact of the transformation programme will continue to be monitored, however, it is important to note that should the current level of overspending remain unaddressed and continue, it will have a significant budgetary implication for 2024/25 and beyond as well as reduce the overall financial resilience of the Council.

Education, Skills and Early Years

3.2.10 The area is reporting a £0.890m pressure, including the use of reserves totalling £1.792m. The position is unchanged from the previous month.

3.2.11 The main pressure within this service area remains in relation to home to school transport; £1.183m which includes non-delivery of a related budget reduction with a value of £0.372m. The service is reviewing the current model and new routes with a tendering exercise for the start of the academic year. There is a further pressure of £0.040m in relation to fees received for supporting schools through the process of converting to an academy. Both the pressures are linked to the non-delivery of a related budget reduction as referred to in section 3.2.13 below. The overspend is netted down by a series of predominantly staffing related favourable variances throughout the Portfolio with a total, net value £0.333m.

Preventative Services

3.2.12 The area is incorporating a use of reserves totalling £1.182m and continues to forecast a balanced outturn as at Month 9.

Achievement of Budget Reductions

3.2.13 Budget reductions for the Directorate in 2023/24 total £1.133m of which £0.721m are rated 'Green– Has / is expected to be fully delivered'. The Budget Reduction;

School Support- Academisation (£0.060m) is currently rated 'Amber/ Red – being closely monitored in year with elements expected not to be delivered' with £0.040m currently forecast not to be achieved. In addition, the budget reduction 'Special Education Needs and Disability (SEND) Education Provision' with a value of £0.372m is now rated Red- will not / is not expected to be delivered in full' as a consequence of being linked to the pressure in relation to home to school transport (as advised as 3.5).

3.3 Public Health

3.3.1 The following table shows the forecast position after the approved and planned use of reserves for the Portfolio at month 9.

Table 4 – Public Health

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Public Health (Client & Delivery)	19,650	20,471	(1,138)	**(317)**
Leisure Services	4,692	5,478	(796)	**(10)**
Total Forecast Net Expenditure	**24,342**	**25,949**	**(1,934)**	**(327)**

Summary

3.3.2 The Portfolio has a projected underspend of £0.327m and incorporates the use of reserves of £1.934m. The principal underlying reasons are detailed below.

3.3.3 Public Health (Client and Delivery) is showing an underspend of £0.317m as at month 9 which is due to slippage on staffing costs and eligible staffing costs being charged to the Contain Outbreak Management Fund (COMF) grant, which in the main accounts for the majority of the reserves. The grant as first received in 2021/22. It has been possible to carry forward this grant into 2023/24 and 2024/25. The additional expenditure would not be incurred without the availability of this grant funding,

3.3.4 The Leisure Services is reporting an underspend of £0.010m at month 9 compared to a break-even position as at month 8.

Achievement of Budget Reductions

3.3.5 Budget reductions for the Directorate total £0.544m of which £0.534m are rated 'Green – Has / is expected to be fully delivered'. The Budget Reduction 'School Swimming Service' with a value of £0.010m is rated 'Red – will not / is not expected to be delivered in full.

3.4 Communities

3.4.1 The following table shows the forecast position after the approved and planned use of reserves for the Portfolio at Month 9.

Table 5 – Communities

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Community Services	2,461	2,311	(300)	**(451)**
Heritage, Libraries and Arts	5,809	5,875	(55)	**11**
Youth Service Client	759	853	0	**93**
Total Forecast Net Expenditure	**9,030**	**9,039**	**(355)**	**(346)**

Summary

3.4.2 The Portfolio has a projected underspend of £0.346m (£0.194m at month 8) and incorporates and incorporates a net use of reserves totalling £0.571m.

Community Services

3.4.3 The area is reporting an underspend of £0.451m at month 9 which relates to vacancies in the District Partnerships team.

Heritage Libraries and Arts

3.4.4 The service is reporting an overspend of £0.011m compared to £0.072m at month 8, which relates to reduced pressures on staffing costs and non-pay costs (operational materials)

Youth Services Client

3.4.5 The service is reporting an overspend of £0.093m at month 9. There is an ongoing income pressure of £0.109m within Outdoor Education which is offset in part by the generation of additional income in Youth Services and eligible staff time charged to the Homes for Ukraine grant.

Achievement of Budget Reductions

3.4.6 The single Budget Reductions for the Directorate has a value of £0.060m and is rated 'Green – Has / is expected to be fully 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 Portfolio at month 9.

Table 6 – Place and Economic Growth

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Economy	3,949	10,400	(1,802)	**4,650**
Environmental Services	56,140	56,879	54	**792**
Total Forecast Net Expenditure	**60,090**	**67,278**	**(1,748)**	**5,441**

Summary

3.5.2 The Portfolio has a projected overspend of £5.441m (£5.312m at month 8) and incorporates a net use of reserves totalling £1.748m. The principal underlying reasons are detailed below.

Environmental Services

3.5.3 The area is forecasting an overspend of £0.792m (£0.885m at month 8) and after incorporating a transfer to reserves of £0.054m. The main reasons for the adverse variance are detailed below:

- The Waste Management Services is currently expected to overspend by £0.391m due to increasing demands for the service and staff and non-pay pressures

- The Highways Service is expected to overspend by £0.627m (£0.782m overspend as at month 8) relating to the use of agency staff cover and increased material costs. The increase is due to the prudent projection of a Winter Maintenance pressure of approximately £0.200m. Whilst the severity of the winter is obviously unknown historic pressures and the rising cost of materials have informed the projection;

- The Public Protection is expected to underspend by £0.231m (£0.258m underspend as at month 8) principally as a result of vacant posts within the service being recruited and the resulting reduction in agency spend forecasts.

- The Street Lighting Service is expected to underspend by £0.148m compared to £0.086m at month 8, as a result of expected deductions from the PFI contract, it should be noted this is separate to the Street Lighting dimming and trimming budget option;
- The Environmental Management Service is expected to underspend by £0.054m (£0.015m underspend as month 8) with pressures in supplies and services and vehicle costs totalling £0.380m, offset by vacant posts and additional income in the Cemeteries and Crematoria totalling £0.326m; and

- In addition, Building Control is forecasting an overspend of £0.088m with pressures anticipated against income in relation to Building Regulations fees and within Fleet Management, there is a small overspend of £0.001m.

Economy

3.5.4 The area is forecasting an overspend of £4.650 (£4.427m at month 8) after a £1.802m transfer from reserves. The main reasons are detailed below:

- The Estates and Property Management Services are currently expected to overspend by £1.627m (£1.716m overspend as at month 8) due to pressures against the repairs and maintenance (£0.747m), rates (£0.121m), security (£0.200m) and Property Management (£0.559m) budgets. Potential management actions around property works programmed in year could reduce the forecast. The service is currently offsetting some of these pressures through vacant posts and the subsequent salary savings

- The Strategic Housing Service is currently projected to overspend by £2.941m (£2.547m overspend as at month 8) due to continuing demand pressures for Temporary Accommodation totalling £3.132m being offset by use of the homelessness reserve of £0.195m.

- The Planning Service is expected to overspend by £0.174m (£0.095m overspend as at month 8) due to expected under-recovery of Planning Fee income. The total Planning service income budget target for 2023/24 is £0.994m. The income target has been amended to reflect national planning fee increases due to come into place as of December 2023.

- The Facilities Management Service is currently projecting an underspend of £0.069m (£0.013m underspend as at month 8), this due to vacant posts and the subsequent salary savings of £0.448m. This is offset with shortfalls against income targets of £0.166m in addition to an overspend on supplies & services of £0.213m.

- The Town Centre and Markets Service area is currently projecting an underspend of £0.052m as at Month 9. This is due to premises related pressures of £0.048m and shortfalls against income targets totalling £0.067m offset by savings against vacant posts within the service of £0.033m.

- The Creating a Better Place service is expected to be in line with budget after application of £1.390m of reserves. Grant funding opportunities to reduce the reliance on reserves are being investigated by the service; and

- The Business Growth service is currently projecting an overspend of £0.027m). This is largely due to staffing cost pressures of £0.060m and pressures against supplies and services and other non-pay of approximately £0.019m offset by additional income of £0.052m.

Achievement of Budget Reductions

3.5.5 Budget reductions for the Portfolio in 2023/24 total £2.493m of which £0.672m are rated ‘Green – Has / is expected to be fully delivered’. One budget reduction is rated ‘Amber – being closely monitored but expected to deliver’ with a value of £0.800m. Six Budget Reductions ‘with a combined value of £1.021m are now rated ‘Red - Will not/ is not expected be delivered in full.

3.6 Corporate Services

3.6.1 The following table shows the forecast position after the approved and planned use of reserves for the Portfolio at month 9.

Table 7 – Corporate Services

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Chief Executive, Management and Executive Office	4,919	4,702	0	(217)
Commissioning and Procurement	557	506	0	(52)
Finance	8,188	7,328	0	(860)
Legal Services	3,772	3,901	0	**130**
Communications and Research	997	1,072	0	**75**
Customer, Digital and Transformation	7,644	7,069	0	(576)
Strategy and Performance	998	985	0	(13)
HR & Organisational Development	3,243	3,035	0	(209)
Total Forecast Net Expenditure	**30,318**	**28,597**	**0**	**(1,721)**

Summary

3.6.2 The Portfolio has a projected underspend of £1.721m (£1.310m at month 8). The principal underlying reasons are detailed below.

Chief Executive, Management and Executive Office

3.6.3 The area is reporting an underspend of £0.217m (£0.175m at month 8), mainly as a result of vacant post and reduced pension costs.

Commissioning and Procurement

3.6.4 The Division is reporting an underspend of £0.052m (£0.001m underspend reported at month 8). The service is projecting an income pressure of £0.025m against the Early Payment scheme. It continues to experience difficulties in recruiting to permanent posts, this is resulting in the continuation of interims £0.410m which is offset by vacant posts of £0.405m.

Finance

3.6.5 The Division is reporting an underspend of £0.860m (£0.711m at month 8). The Finance Division has a number of vacant posts, underspends on non-pay budgets and increased income for staff time spent on European grant funded projects.

Legal Services

3.6.6 The service is reporting an overspend of £0.130m (£0.180m at month 8). There are staffing pressures in Legal due to the use of agency staff £0.376m which is offset in part by vacant posts across the Division £0.203m. There continues to be a pressure in relation to schools buy back income which has been offset by increased income in Registrars and additional grant income received for the Local Election

Communications and Research

3.6.7 The service is recording an overspend of £0.075m at month 9 compared to a breakeven position at month 8, this relates to expenditure incurred on the Place Marketing project. The position is after reversing a previously anticipated

drawdown of £125k from Placew Marketing and Transformation reserves and transferring £0.200m into reserves.

Customer, Digital and Transformation

3.6.8 The Division is reporting an underspend of £0.576m (£0.433m at month 8). There are several vacant posts across the Division which is offset in part by agency costs in ICT and Customer Services. There is a pressure of £0.094m on the amount of income receivable from Health and a pressure of £0.231m on third party ICT costs. This has been offset in part from increased fees charged to the capital programme (£0.113m).

Strategy & Performance

3.6.9 Strategy & Performance is reporting an underspend of (£0.013m) at month 9 which mainly relates to slippage on vacant posts (£0.126m), which is partially offset by cost incurred in relation to the Local Improvement Fund. There is a reserve to cover the costs associated with the Local Improvement Fund (LIF), however, due to an overall service underspend the drawdown of the reserve is not required.

Human Resources (HR) and Organisational Development

3.6.10 The service is reporting an under spend of £0.209m (underspend of £0.077m at month 8). There are vacant posts totalling (0.810m) which are offsetting an income pressure of £0.331m in relation to schools buy back and funding from Health which has ceased. In addition, there is a pressure of £0.250m

Achievement of Budget Reductions

3.6.11 Budget reductions for the Portfolio in 2023/24 total £0.870m of which thirteen totaling £0.790m are rated 'Green – Has / is expected to be fully delivered'. One Budget Reduction with a value of £0.080m is rated 'Amber – being closely monitored but expected to deliver'.

3.7 Capital, Treasury and Technical Accounting

3.7.1 The following table shows the forecast position for the Portfolio at Month 9.

Table 8 – Capital, Treasury and Technical Accounting

	Revised Budget £000	Forecast £000	Use of Reserves £000	Variance £000
Capital Treasury and Technical Accounting	24,438	24,364	(1,436)	**(1,509)**
Corporate and Democratic Core	1,003	1,003	0	**0**
Parish Precepts	347	347	0	**0**
Total Forecast Net Expenditure	**25,788**	**25,714**	**(1,436)**	**(1,509)**

Summary

Capital, Treasury and Technical Accounting

3.7.2 The Portfolio holds the budgets associated with the Council's Treasury Management activities including interest payable on borrowing and interest receivable on investments and is reporting an underspend of £1.509m which is a virtually unchanged position from that reported at month 8.

3.7.3 There are favourable variances of £1.615m due to higher levels of interest receipts on external investments with further favourable variances of £0.107m against cash collections, bank charges and professional fees.

3.7.4 The Housing Benefit service is projecting a favourable variance of £0.043m. This is based upon the Department for Work and Pensions Statement of Local Authority claimed Entitlement to Housing Benefit Subsidy Form for the financial year ending March 2024.

3.7.5 The Procurement Framework income target is forecast to be £0.256m under by year end. This pressure is offsetting the underspends elsewhere in the portfolio.

3.7.6 Additional income of £2.837m has been received from the Greater Manchester Combined Authority (GMCA), this being the Council's share of a £27.000m GM wide waste reserve refund. This has been transferred to Earmarked Reserves to support the future financial resilience of the Council.

Achievement of Budget Reductions

3.7.7 Budget Reductions for the Portfolio in 2023/24 total £11.295m, all of which are rated Green and have been fully delivered.

4 Other Grants and Contributions Received by the Council

4.1 The Council has received a number of specific grants from the Government or other organisations which have been ringfenced to Portfolios to be utilised on certain defined activities. At month 9, excluding the DSG as outlined in Section 5.1, Portfolios are forecasting a total of £115.494m of ringfenced grants to be used for specific purposes which have been either new notifications for 2023/24 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 Portfolios up to month 9.

Table 9 – Grants Ringfenced to Portfolios

Portfolio	Govt. Grants £000	Other Grants £000	Total 2023/24 £000
Community Health and Adult Social Care	-7,021	-15,097	-22,118
Children's Services	-17,897	-12	-17,909
Public Health	-1,138	-104	-1,242
Communities	-2,538	-715	-3,253
Place and Economic Growth	-5,172	0	-5,172
Corporate Services	-5,700	-303	-6,003
Capital, Treasury and Technical Accounting	-40,997	0	-40,997
Total Ringfenced Grants include within the Net Revenue Budget	**-80,503**	**-16,192**	**-96,695**
Housing Revenue Account	-18,799	0	-18,799
Total	**-99,302**	**-16,192**	**-115,494**

4.2 As highlighted in the table above, grants (excluding COMF and the DSG) received in previous years and carried forward into 2023/24 and new allocations for 2023/24, total £115.494m; of this sum, £96.695m is 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 2024/25 to be utilised in future financial years.

4.3 Of the £96.695m of General Fund allocations, the largest single category carries a value of £40.977m and relates to Housing Benefit Subsidy Grant which is included within the Capital, Treasury and Technical Accounting Portfolio, comprising £35.455m for Rent Allowances and £5.542m for Rent Rebates. In addition, £15.097m 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 £13.262m relates to PFI Credits received to support unitary charge payments across the Council's four General Fund PFI schemes. A further two PFI schemes, with grant totalling £18.799m operate within in the Housing Revenue Account. 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 Dedicated Schools Grant settlement for 2023/24 was again updated in November 2023, following which, the total estimated Oldham funding allocation for 2023/24 is £321.956m, £177.151m 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 - £240.592m (£110.565m after excluding the recoupment for academies)
- High Needs - £59.146m (£44.368m after excluding the recoupment for academies and Post 16)
- Early Years - £19.757m
- Central Schools Services - £2.461m

5.2 For a number of years there was a considerable financial pressure on the DSG, particularly in the High Needs Block which had been in a deficit position since 2016/17. This was historically due to expenditure exceeding the High Needs budget available each year and is after approved transfers between the Schools and High Needs Blocks of £8.296m between 2016/17 and 2021/22. As shown in the table below, the High Needs Block Deficit, if taken as a stand-alone element without the transfers, was £11.508m at the start of 2023/24. Notwithstanding the emergence of the reducing deficit, there remain operational pressures which the service are working to address, these include:

- Increasing high needs population, such as special school places, resourced provision and post 16 Further Education provision;
- Increasing number of Education Health Care Plans (EHCP) 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.

5.3 Incorporating the cumulative support from the Schools Block the High Needs deficit brought forward into 2023/24 is £3.212m. The High Needs Block is currently forecasting an in year surplus of £2.556m, reducing the projected High Needs deficit at the end of 2023/24 to £0.656m, as illustrated in the table below.

Table 10 – DSG High Needs Block

DSG High Needs Block	2023/24 £000
Gross Deficit Brought Forward	11,508
Less- Virement from Schools Block- 2016/17 to 2021/22	(8,296)
Deficit Brought Forward 01/04/2023	3,212
2023/24	
Original High Needs Budget Allocation	(59,146)
Estimated Expenditure	56,590
Projected in Year (Surplus)	(2,556)
Projected High Needs Block Deficit 31/03/2024	**656**

Overall DSG Position and Management Plan

5.4 The DSG had been in a deficit position since 2016/17and Oldham was supported by the Education and Skills Funding Agency (ESFA) in its monitoring and management of the DSG. As a consequence, the Council has been required to agree a DSG Financial Recovery Plan (now the DSG Management Plan) to demonstrate how, at least a balanced position could be achieved. The plan was first

submitted to the Department for Education (DfE) in 2019 since when it has 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 The table below shows the latest DSG Management Plan as at January 2024, which was shared with the Schools Forum at its meeting on 17 January 2024. As previously reported the DSG deficit of £2.773m at the end of 2021/22 had become a surplus of £0.899m at the end of 2022/23. The achievement of a surplus for the first time since 2016/17 represents a major financial milestone for the Council. Taking the opening surplus as the starting point, the in-year forecast surpluses of £2.662m (including anticipated Growth underspend of £0.545m carried forward into 2024/25) and £0.826m in the current and following financial years deliver cumulative surpluses of £3.561m and £4.387m in each of 2023/24 and 2024/25 respectively. A further in year surplus of £0.476m in 2025/26 produces a forecast surplus of £4.863m at 31 March 2026. The sustained and improving position will be further assisted by the work undertaken as part of the DBV programme referred to below**.**

Table 11 – Overall DSG Position

DSG Management Plan 2023/24 to 2025/26	2023/24 £000	2024/25 £000	2025/26 £000
Schools Block (excludes central services)	240,592	255,312	255,312
Central Schools Services Block	2,461	2,352	2,352
High Needs Block – pre/post 16	59,146	61,474	62,570
Early Years Block	15,748	17,771	17,771
Two Year Olds' Funding	3,653	12,198	12,198
Early Years Pupil Premium	226	424	424
Early Years Disability Access Fund	130	216	216
Total Grant	**321,956**	**349,747**	**350,843**
Budget Requirement			
Individual Schools Budgets	241,032	255,857	255,312
Early Year Funding Delegated to Schools	7,108	8,240	8,240
High Needs Funding for Schools (incl Post 16)	45,437	47,578	49,569
Total Delegated to Schools	293,577	311,675	313,121
Central Schools Services	2,461	2,352	2,352
Central Early Years Services	1,047	899	899
Central High Needs Services	11,153	12,525	12,525
Three and Four Year old PVI's	7,765	8,998	8,998
Two Year Old Funding	3,480	11,832	11,832
Total Retained Centrally	25,906	36,606	36,606
Early Years Pupil Premium	226	424	424
Early Years Disability Access Fund	130	216	216
Total Budget Requirement	**319,839**	**348,921**	**350,367**
In Year Surplus	**2,117**	**826**	**476**
Balance brought Forward	899	3,561	4,387
Provisional Surplus	**3,016**	**4,387**	**4,863**
Anticipated Growth underspend committed for 24/25	545	0	0
Projected Surplus / (Deficit)	**3,561**	**4,387**	**4,863**

Delivering Better Value (DBV) in SEND

5.7 Launched in the autumn of 2022, Oldham was selected as one of the Local Authorities invited to take part in Wave 2 of the Delivering Better Value in SEND programme. With the aim of putting Local Authorities on a more sustainable footing so that they are better placed to respond to the forthcoming SEND Review reforms. The Department for Education (DfE) has provided external consultancy advice to enable participants to plan and agree improvements and a change programme. Core funding of £1.000m will be made available to the Authority on successful submission of a grant application, to the DfE. The Authority has participated in a series of workshops and undertaken a comprehensive stakeholder case review and evaluation to identify and develop solutions for the areas of highest need and most likely return/ benefit for inclusion in the grant /application. The application was submitted on 17 July 2023 with a focus on the following areas:

- Early identification and intervention to reduce EHCPS;
- Development of mainstream provision to create an alternative to special schools;
- Updating the resource allocation system;
- Post 16 pathways to ensure better progression;
- Developing and targeting support for;
  - autism
  - speech, language and communication needs
  - social, emotional and mental health

5.8 The grant application was confirmed as having been successful on 15 September 2023, at which point the Council enters into the phase 2 implementation stage. By taking part in this initiative, it is expected that it will assist the Council sustain the DSG financial position and reduce the financial pressure within the High Needs Block.

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 2022/23 at £22.584m was £0.305m higher than the final estimate of £22.279m.

6.2 The original HRA forecast for 2023/24 was for a planned in-year decrease in balances of £1.427m arising from:

- The Council choosing not to implement rental increases of up to the maximum allowable of 11.1% for 2023/24. Instead, a much lower increase at just 5% was agreed leading to a call on balances; and
- A budgeted contribution of £1.000m to the capital programme.

6.3 The current forecast is for an in-year surplus against budget of £0.005m, a net adverse movement against HRA balances of £1.422m, attributable to higher than anticipated utility costs. The projected year end HRA balance of £21.162m, represents a net £0.310m favourable movement compared to the original budget.

Table 12 - Housing Revenue Account Forecast Position

HRA Income & Expenditure Account	Original Budget £000	Latest 2023/24 Forecast £000	Variance to Budget £000
HRA Balances Brought forward from 2022/23	(22,279)	(22,584)	**(305)**
(Surplus)/ Deficit on HRA Services for 2023/24	1,427	1,422	**(5)**
HRA Surplus Balances Carried Forward	**(20,852)**	**(21,162)**	**(310)**

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 13 - Collection Fund Forecast Position

Collection Fund Balance	Council Tax £000	NDR £000	Total £000
Balance Brought Forward	410	(4,127)	**(3,717)**
Release of estimated surplus carried forward from 2022/23	(48)	(4,131)	**(4,179)**
Prior Year Balance Brought Forward	**458**	**4**	**462**
(Surplus) /Deficit for the Year	(126)	(1,043)	(1,169)
Net (Surplus)/Deficit Carried Forward	**332**	**(1,039)**	**(707)**

Table 14 - Collection Fund – 2023/24 Share of Balances; Forecast Position

Collection Fund Balance	Council Tax £000	NDR £000	Total £000
Share - Oldham Council	279	(1,019)	**(750)**
Share – Greater Manchester Combined Authority - Mayoral Police and Crime Commissioner	37	-	**37**
Share – Greater Manchester Combined Authority - Mayoral General Precept (including Fire and Rescue Services)	16	(10)	**6**
Total Deficit/(Surplus)	**332**	**(1,039)**	**(707)**

7.2 Council Tax and Business Rates are a significant source of funding for Council services. However, income from these areas can be volatile. The 2023/24 financial year is no different with the on-going cost of living crisis impacting on Council Tax collection. As such, the financial position of the Collection Fund is under constant review.

7.3 The Business Rates surplus brought forward from 2022/23 was due in part to collection rates returning to pre-pandemic levels and as can be seen, this healthy position continues into 2023/24.

7.4 The Greater Manchester 100% Business Rates Retention Pilot has continued into 2023/24. Any financial benefits arising from membership within the pilot scheme will continue to be monitored, any beneficial financial resource will be used if possible, to support the Council's budget.

7.5 As advised previously, the Collection Fund is a particularly volatile area to forecast with many variables, including the impact of Government Business Rate reliefs, therefore, this area will be closely monitored over the remaining months. Information will be available later in the year to determine if/ how a surplus or deficit on the Collection Fund will impact on the 2024/25 Council budget.

8 Use of Reserves

8.1 Members will recall that at the Council budget meeting of 1 March 2023, it was agreed that Earmarked Reserves of £12.786m would be used to support the 2023/24 revenue budget and a further £3.932m of Earmarked Reserves were proposed to be utilised to support the 2024/25 revenue budget. The Earmarked Reserves to be utilised in 2023/24 and 2024/25 were to be met by fully utilising the specific Balancing Budget reserve of £16.718m.

8.2 In addition, there is an offsetting transfer to reserves of £1.209m reflecting the requirement, under the Business Rates Retention Pilot scheme, to pay the Greater Manchester Combined Authority a share of Retained Business Rates income.

8.3 As previously mentioned at paragraph 3.7.6, the Council has received £2.837m this year from GMCA, being the share of a £27.000m GM wide refund of reserves from the GM Waste Disposal Service. This unbudgeted income has been transferred to Earmarked Reserves to support the financial resilience of the Council.

8.4 At the beginning of 2023/24, reserves balances totalled £87.099m comprising of Earmarked Reserves of £79.130m and Revenue Grant Reserves of £7.968m.

8.5 Table 15 below sets out the forecast use of reserves for the full financial year based on a best estimate of the likely commitments including a number of reserves that are being used to support the overall financial position. In addition to the net £11.577m required to balance the budget at the start of the year an additional £10.848m of Earmarked Reserves are expected to be called in to support Directorate budgets together with £3.680m of Revenue Grant Reserves; a total of £14.527m. After transfers to reserves of £0.054m and £2.837m, this nets down to a further £11.638m use of reserves. This will leave a total balance of reserves of £63.884m carrying forward into 2024/25 comprising £59.596m of Ear-marked reserves and £4.288m of Revenue Grant Reserves.

Table 15 – Reserves Summary

Use of Reserves Month 9	Earmarked Reserves £000	Revenue Grant Reserves £000	Total Reserves £000
Opening Balance as at 1 April 2023	**(79,130)**	**(7,968)**	**(87,099)**
Reserves applied to balance the Budget	12,786	-	12,786
Transfer to Earmarked Reserves - Business Rates Retention Pilot Gain	(1,209)	-	(1,209)
In Year Balance	**(67,553)**	**(7,968)**	**(75,522)**
Directorate Transfers from Reserve			
Community Health and Adult Social Care	2,924	-	2,924
Children's Services	999	2,243	3,242
Public Health	796	1,137	1,933
Communities	55	300	355
Place and Economic Growth	1,801	-	1,801
Corporate Services	-	-	-
Capital Treasury and Technical Accounting	4,273	-	4,273
Total Directorate Transfers from Reserve	**10,848**	**3,680**	**14,527**
Directorate Transfers to Reserves			
Community Health and Adult Social Care	-	-	-
Children's Services	-	-	-
Public Health	-	-	-
Communities	-	-	-
Place and Economic Growth	(54)	-	(54)
Corporate Services	-	-	-
Capital Treasury and Technical Accounting	-	-	-
Total Directorate Transfers to Reserve	**(54)**	**-**	**(54)**
Directorate Use of Reserves	**10,794**	**3,680**	**14,474**
Return of Waste Reserve (GMCA)	(2,837)	-	(2,837)
Total Proposed In Year Use of Reserves	**7,957**	**3,680**	**11,638**
Closing Balance as at Month 9	**(59,596)**	**(4,288)**	**(63,884)**

8.6 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.

8.7 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 approved a commitment of a further £3.932m of reserves for 2024/25. At the Budget Council meeting on 28 February 2024, Council approved the use of reserves totalling £10,753m in setting the 2024/25 budget. It must also be noted that the current forecast revenue overspend, for 2023/24 of £16.642m will be required to be financed from the use

of earmarked reserves as part of the year end process. The continued reduction in the level of available reserves, will, reduce the financial resilience of the Council.

9 Flexible Use of Capital Receipts

9.1 Members will recall that at the Council meeting of 1 March 2023, it was approved that up to £2.600m 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 extended 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 2023/24 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 £5.086m have been received to date, exceeding the £2.600m required to underpin the revenue budget.

10 Conclusion

10.1 The lasting impact of the COVID-19 pandemic is evident from the pressures being experienced by Children's Social Care Services and to a lesser degree by Adult Social Care Services (from a purely Council financial perspective). In addition, the potential impact on pay awards and also interest rates continue to be reviewed. 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 impact recorded but also relies on a series of assumptions which has been reviewed and updated as the financial year has progressed.

10.2 The current projected position, after adjustment for the use of reserves is an overspend of £16.642m. The financial pressure in Children's Social Care is especially concerning as there was £14.700m of additional funding included in the 2023/24 budget, £11.800m of which was intended to stabilise the budget with £2.900m to support a programme of change and transformation with the aim of delivering efficiency savings in future years.

10.3 It is of concern that the overall financial position has continually worsened as the year has progressed. Along with service demand pressures that can be seen in the Children's Service and Strategic Housing especially, the pressure caused by failure to deliver Budget Reductions remains challenging. Given the budget reductions already approved from previous years and the new 2024/25 budget reductions recently approved, it must be noted that if these Budget Reductions are not achieved then the Council could have a challenging 2024/25 which will ultimately impact the financial resilience of the Council.

10.4 The reserves position is important in the context of financial resilience. Although reduced from 2022/23 levels, the year started with relatively healthy levels of

earmarked reserves (£79.130m) and Revenue Grant Reserves (£7,968m). However, the budget for 2023/24 relied upon the use of reserves to produce a balanced position; a net £11.577m was used comprising £12.786m of reserves to balance the budget netted off by a £1.209m transfer to reserves. Therefore, on 1/4/23 earmarked reserves reduced from £79.130m to £67.553m (£12.786m of reserves being used to balance the budget netted off by a £1.209m transfer to reserves).

10.5 As advised in this report, net earmarked reserves of £7.957m and net Revenue Grant reserves of £3.680m are forecast to be called into support the 2023/24 budget, after which there is an anticipated combined reserves balance of £63.884m. With a potential additional call of £16.642m to offset the current forecast deficit and an already approved use of £3.932m of reserves to balance the 2024/25 budget and futures years, the actual availability in 2024/25 could reduce to £43.310m. The additional reserves of £10.753m was approved at the Budget Council on 28 February 2024 as part of the 2024/25 budget setting process will further reduce the level of useable reserves. At this potential level of utilisation, it is vitally important to minimise the future use of reserves in year to maintain financial resilience of the Council.

10.6 In view of the projected adverse variance, it is important to ensure that the approved measures taken 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.

Are fully adhered, to help mitigate and reduced the current forecast overspend during 2023/24. In effect this is a continuation of actions that were initiated last year (and previous years), however, the variance at month 9 continues to increase and is much more significant than at any point in 2022/23. It is therefore essential that this approach is rigorously applied and where possible, any transformation programme projects linked to savings are accelerated. The effectiveness of management action and corporate procedures will be closely monitored by Management Teams right up to the end of the financial year.

Appendix 1

FINANCING OF THE 2023/24 BUDGET	Original Budget	Additions to Month 7	Additions Month 8	Additions Month 9	Revised Budget
	£000	£000	£000		£000
Net Expenditure Budget	**(260,686)**				**(260,686)**
Financed by:					
Business Rates Top-up Grant	(46,016)	(577)			(46,593)
Grant in Lieu of Business Rates	(25,987)				(25,987)
Social Care Support Grant	(21,454)				(21,454)
Improved Better Care Fund Grant	(11,188)				(11,188)
2022/23 Services Grant	(2,620)				(2,620)
Housing Benefit Administration Grant	(810)				(810)
New Homes Bonus Grant	(252)				(252)
Revenue and Benefits Service New Burdens Grant	(11)				(11)
Capital Grants		(3,707)	(2,492)	(2,000)	(8,199)
Family Hubs and Start for Life Programme Grant		(1,444)			(1,444)
Rough Sleeping Drug & Alcohol Treatment Grant		(708)			(708)
Supplementary Substance Misuse Treatment and Recovery Funding Grant		(497)			(497)
Individual Placement and Support Grant		(156)			(156)
Leaving Care Allowance Grant		(61)			(61)
Capacity and Capability Grant		(70)			(70)
Levelling Up Partnership (LUP) Local Authority Capacity Payment Grant		(45)			(45)
Extended Rights to Free Travel Grant		(45)			(45)
TBC					-
Total Government Grant Funding	**(108,338)**	**(7,310)**	**(2,492)**	**(2,000)**	**(120,140)**
Council Tax Income - General (Including parish precepts)	(94,449)				(94,449)
Council Tax Income - Adult Social Care Precept	(14,874)				(14,874)
Council Tax Surplus	(4,130)				(4,130)
Retained Business Rates	(53,683)				(53,683)
Total Locally Generated Income	**(167,136)**	**-**	**-**	**-**	**(167,136)**
Total Grant and Income	**(275,474)**	**(7,310)**	**(2,492)**	**(2,000)**	**(287,274)**
Use of General Earmarked Reserves	(12,786)				(12,786)
Transfer to Earmarked Reserves - Business Rates Retention Pilot Gain	1,209				1,209
Total Use of Reserves	**(11,577)**	**-**	**-**	**-**	**(11,577)**
Total Financing	**(287,051)**	**(7,310)**	**(2,492)**	**(2,000)**	**(298,851)**

Appendix 2- Analysis of Grants		
Grant Name	**Type**	**Forecast £000**
Community Health and Adult Social Care		
Better Care Fund	Other	(15,097)
Market Sustainability and Fair Cost of Care Fund	Govt.	(2,628)
Market Sustainability & Improvement Fund	Govt.	(1,707)
Adult Social Care Discharge Fund	Govt.	(1,568)
Urgent & Emergency Care Support Fund	Govt.	(527)
Changing Futures in GM	Govt.	(370)
Individual Placement and Support Grant	Govt.	(156)
Balance: Grants less than £0.150m	Govt. x3	(66)
Sub Total		**(22,118)**
Children's Services		
PFI Credits	Govt. x2	(8,988)
Skills Funding Agency Adult Education	Govt.	(3,085)
Holiday Activities and Food Grant	Govt.	(1,480)
Support to victims of Domestic Abuse within Safe Accommodation	Govt.	(592)
Unaccompanied Asylum-Seeking Children (UASC)	Govt.	(536)
Youth Justice Board	Govt.	(496)
Former UASC - Care Leavers	Govt.	(287)
Staying Put Grant	Govt.	(201)
DJUHD - Domestic Abuse	Govt.	(170)
Family Hubs and Start for Life Programme Grant	Govt.	(1,444)
Balance: Grants less than £0.150m	Govt.(x8) Other (x1)	(630)
Sub Total		**(17,909)**
Public Health		
Public Health Grant	Govt.	(577)
Supplementary Substance Misuse Treatment and Recovery Funding Grant	Govt.	(497)
Grants less than £0.150m	Govt.(x1) Other (x1)	(168)
		(1,242)
Communities		
PFI Credits	Govt.	(1,803)
Community Safety	Govt.	(715)
Home Office Full Dispersal Grant	Govt.	(683)
Balance: Grants less than £0.150m	Govt.(x2)	(52)
Sub Total		**(3,253)**
PEG		
PFI Credits	Govt.	(2,471)
Homelessness Prevention Grant	Govt.	(746)
A Bed Every Night (ABEN)	Govt.	(293)
CAS-3 Grant	Govt.	(247)
Rough Sleeping Initiative	Govt.	(150)
Rough Sleeping Drug & Alcohol Treatment Grant	Govt.	(708)
Balance: Grants less than £0.150m	Govt.(x8)	(557)
Sub Total		**(5,173)**
Corporate Services		
Housing Support Fund	Govt.	(4,839)
Council Tax Rebate	Govt.	(599)
Erdf	Other	(303)
Balance: Grants less than £0.150m	Govt.(x5) Other (x1)	(263)
Sub Total		**(6,003)**
Capital and Treasury		
Rent Allowances	Govt.	(35,455)
Housing Benefit Subsidy	Govt.	(5,542)
Sub Total		**(40,997)**
Total Ring-fenced Grants Included within the Net Revenue Budget		**(96,694)**
Housing Revenue Account		
PFI Credits	Govt.(x2)	(18,799)
Total		**(115,493)**

ANNEX 2

CAPITAL INVESTMENT PROGRAMME REPORT 2023/24
Month 9 – December 2023

1 Background

1.1 The original capital programme for 2023/24 reflected the priorities outlined in the capital strategy as approved at Cabinet on 13 February 2023 and confirmed at the Council meeting on 1 March 2023.

1.2 The position as at 31 December 2023 (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 2023/24 to 2027/28, approved by Council on 1 March 2023 is summarised in Table 1 and shows capital programme expenditure of £110.305m in 2023/24.

Table 1 : Original Budget - Capital Programme 2023/24 to 2027/28

2023/24 £000	2024/25 £000	2025/26 £000	2026/27 £000	2027/28 £000	TOTAL £000
110,305	**108,378**	**46,661**	**55,562**	**4,554**	**325,460**

2.2 Table 2 shows the revised capital programme for 2023/24 as at 31 December 2023. It therefore shows an overall expenditure level of £79.466m, following a number of changes explained in the following paragraphs.

2.3 The actual expenditure position is £52.765m (66.40% of forecast outturn). This spending profile is higher than in previous years. The position will be kept under review and budgets will be managed in accordance with forecasts.

Table 2 – 2023/24 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	5,302	-	-	5,302	5,302	-
Children's Services	4,281	-	-	4,281	4,281	-
Communities	186	-	-	186	186	-
Place and Economic Growth	61,607	-	-	61,607	61,607	-
Housing Revenue Account (HRA)	764	-	-	764	764	-
Corporate/ Information Technology (IT)	3,893	-	833	4,726	4,726	-
Capital, Treasury & Technical Accounting	2,600	-	-	2,600	2,600	-
Funding for Emerging Priorities	-	-	-	-	-	-
Overall Total	**78,633**	**-**	**833**	**79,466**	**79,466**	**-**

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

2.4 The were no approved virement in Month 9 (December 2023).

Re-profiling of the Capital Programme

2.5 The Council meeting of 1 March 2023 approved the 2023/24 to 2027/28 Capital Strategy and Programme, since which time the capital programme has been extended for a further financial year to 2028/29. Taking into account the above amendments and the recently approved 2024/25 to 2028/29 Capital Strategy and Programme, the updated position is shown in Table 3 together with the projected financing profile.

2.6 The overall increase in the 2023/24 – 2028/29 capital programme is a net overall increase of £0.531m, detailed below:

	2023/24 £000	2024/25 £000	Total £000
Third Party Contribution to IT Scheme	56	-	56
Assumed 2024/25 School Condition Allocation Grant	-	200	200
Assumed 2024/25 Devolved Formula Capital Grant	-	275	275
Total	**56**	**475**	**531**

Table 3 – 2023/24 - 2028/29 Capital Programme

Directorate Budget	Revised 2023/24 £000	2024/25 £000	2025/26 £000	2026/27 £000	2027/28 £000	2028/29 £000	Total £000
Community Health and Adult Social Care	5,301	4,443	1,000				**10,744**
Children's Services	4,282	4,724	5,058	3,188	2,000		**19,252**
Communities	186	100	174				**460**
Place and Economic Growth	61,607	83,226	68,622	26,601	17,859	1,000	**258,915**
Housing Revenue Account	764	628	95				**1,487**
Corporate/ Information Technology	4,726	2,919	2,809	2,039	3,661	1,000	**17,154**
Capital, Treasury & Technical Accounting	2,600	2,600	-	126	10,120	-	**15,446**
Funding for Emerging Priorities	-	1,043	3,318	2,884	2,000	-	**9,245**
Overall Total	**79,466**	**99,683**	**81,076**	**34,838**	**35,640**	**2,000**	**332,703**

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

Funding	2023/24 £000	2024/25 £000	2025/26 £000	2026/27 £000	2027/28 £000	2028/29 £000	Total £000
Grants and Other Contributions	(29,069)	(43,835)	(28,633)	(6,494)	(4,054)	-	**(112,085)**
Prudential Borrowing	(41,477)	(49,637)	(51,646)	(27,852)	(31,494)	(2,000)	**(204,106)**
Revenue Contribution	(1,079)	(630)	(95)	-			**(1,804)**
Capital Receipts	(7,841)	(5,581)	(702)	(492)	(92)		**(14,708)**
Overall Total	**(79,466)**	**(99,683)**	**(81,076)**	**(34,838)**	**(35,640)**	**(2,000)**	**(332,703)**

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

2.7 The revised Funding for Emerging Priorities allocation for 2023/24 to 2028/29, shows the resources available to support new projects from Council resources over the life of the capital programme.

Capital Receipts

2.8 The revised capital programme requires the availability of £7.841m of capital receipts in 2023/24 for financing purposes. The total net usable capital receipts currently received in year is £5.593m. This ensures that there is no shortfall in the support for the revenue budget as the first £2.600m of capital receipts have been earmarked to be used to provide funding under the flexible use of capital receipts initiative.

2.9 The current capital receipts position is as follows:

Table 4 – Capital Receipts 2023/24

	£000	£000
Capital Receipts Financing Requirement		7,841
Usable Capital Receipt b/fwd.	-	
Actual received to date	(5,593)	
Further Required in 2023/24		**2,248**

2.10 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.

2.11 The Capital Strategy and Capital Programme 2023/24 to 2027/28 now updated to take account of the Capital Strategy and Capital Programme 2024/25 to 2028/29 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 5 – Capital Receipts 2023/24 - 2028/29

Capital Receipts	2023/24 £000	2024/25 £000	2025/26 £000	2026/27 £000	2027/28 £000	2028/29 £000
Capital Receipts Carried Forward	-	(1,355)	716	(5,122)	(6,207)	(8,365)
Estimated Capital Receipts	(3,603)	(3,510)	(6,540)	(1,577)	(2,250)	-
Received in year	(5,593)					
Total Receipts	**(9,196)**	**(4,865)**	**(5,824)**	**(6,699)**	**(8,457)**	**(8,365)**
Capital Receipts Financing Requirement	7,841	5,581	702	492	92	-
Over/(Under) programming	**(1,355)**	**716**	**(5,122)**	**(6,207)**	**(8,365)**	**(8,365)**

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

2.12 There is a projected surplus in the capital receipts required to finance the capital programme in the current year 2023/24, however this is offset with a forecast shortfall for 2024/25. 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 2024/25. This position will be kept under review given the opportunity for the projections to change up to 2028/29 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 £79.466m, 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 2023) - 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	5,302	-	-	5,302	5,302	-
Community Health and Adult Social Care Total	**5,302**	**-**	**-**	**5,302**	**5,302**	**-**

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

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2023) – 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
Children, Young People and Families (CYPF)	361			361	361	-
Schools - General Provision	12			12	12	-
Schools – Primary	1,578			1,578	1,578	-
Schools – Secondary	2,165			2,165	2,165	-
Schools – Special	15			15	15	-
Schools New Build	150			150	150	-
Children's Service Total	**4,281**	**-**	**-**	**4,281**	**4,281**	**-**

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

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2023) – 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	186	-	-	186	186	-
Communities Total	**186**	**-**	**-**	**186**	**186**	**-**

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

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2023) – 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 Management - Asset Management	4,284	-	-	4,284	4,284	-
Asset Management - Education Premises	1,156	-	-	1,156	1,156	-
Boroughwide Developments	14,515	-	-	14,515	14,515	-
Boroughwide Projects	10	-	-	10	10	-
Cemeteries and Crematorium	46	-	-	46	46	-
Countryside	100	-	-	100	100	-
Parks	576	-	-	576	576	-
Playing Fields & Facilities	1,002	-	-	1,002	1,002	-
Parks & Playing Fields	13	-	-	13	13	-
Private Housing – HMRF	124	-	-	124	124	-
Private Housing - Non-HMRF	435	-	-	435	435	-
Strategic Acquisitions	522	-	-	522	522	-
Town Centre Developments	23,263	-	-	23,263	23,263	-
Accident Reduction	1,100	-	-	1,100	1,100	-
Bridges & Structures	5,198	-	-	5,199	5,198	-
Fleet Management	749	-	-	749	749	-
Highway Major Works/Drainage schemes	6,259	-	-	6,258	6,259	-
Minor Works	1,204	-	-	1,204	1,204	-
Miscellaneous	1,051	-	-	1,051	1,051	-
Place and Economic Growth Total	**61,607**	**-**	**-**	**61,607**	**61,607**	**-**

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

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2023) - 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	764	-	-	764	764	-
HRA Total	**764**	**-**	**-**	**764**	**764**	**-**

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

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2023) – 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	3,893	-	833	4,726	4,726	-
Information Technology Total	**3,893**	**-**	**833**	**4,726**	**4,726**	**-**

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

Major Variances Commentary

No additional variances to report

EXPENDITURE BUDGETS TO BE REPROFILED AS AT 31 DECEMBER 2023	2023/24	2024/25	2025/26	2026/27	Comments
Directorate / Scheme	**£000**	**£000**	**£000**	**£000**	
Corporate / Information Technology					
Technology Roadmap Digital and Technology Foundations	715	-	-	-	Budget Realignment / Rephase
Application Portfolio Management Line of Business Systems	(2)	6	120	-	New Funding / Budget Realignment / Rephase
Digital Leadership Business Support HR/OD Foundations	(50)	(100)	(150)	50	Budget Realignment / Rephase
Digital Workforce Workforce Collaboration and Productivity	120	-	(70)	-	Budget Realignment / Rephase
Digital Services Customer Experience	49	(200)	200	-	Budget Realignment / Rephase
Digital Communities Business Insight Performance, Strategy & Policy Foundations	1	-	-	-	Budget Realignment
IT General Provision	-	-	(851)	(111)	Budget Realignment / Rephase
CCTV System Upgrade - Sir Robert Peacock House	-	328	-	-	Budget Realignment
Corporate / Information Technology TOTAL	**833**	**34**	**(751)**	**(61)**	
Place and Economic Growth					
Vehicle Activated signs - Instillation and enhancement programme	-	50	-	-	Budget Realignment
A669 Oldham Road, Grasscroft Pedestrian Safety Improvements	-	(50)	-	-	Budget Realignment
Place and Economic Growth TOTAL	**-**	**-**	**-**	**-**	
TOTAL	**833**	**34**	**(751)**	**(61)**	

SUMMARY – Month 9 (December 2023) – Capital Treasury and Technical Accounting

APPENDIX G

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
Cross Cutting /Corporate	2,600	-	-	2,600	2,600	-
Capital Treasury and Technical Accounting Total	**2,600**	**-**	**-**	**2,600**	**2,600**	**-**

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

Major Variances Commentary

No additional variances to report

SUMMARY – Month 9 (December 2023) - Funding for Emerging Priorities

APPENDIX H

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
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 2023) Proposed Changes

APPENDIX I

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

FINANCING BUDGETS TO BE REPROFILED AS AT 31 DECEMBER 2023	2023/24	2024/25	2025/26	2026/27
Fund Source	**£000**	**£000**	**£000**	**£000**
Grants and Contributions	-	(56)	-	-
Prudential Borrowing	(833)	22	751	61
Revenue Contributions	-	-	-	-
Capital Receipts	-	-	-	-
TOTAL	**(833)**	**(34)**	**751**	**61**

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

Oldham Council

Report to CABINET

Contractual Arrangements – Synergy Education Management System Contract Renewal 2024/25 to 2026/27

Portfolio Holder: Cllr Mohon Ali – Cabinet Member for Education & Skills,
In consultation with: Cllr Jabbar – Cabinet Member for Finance and Corporate Resources,

Officer Contact: Sayyed Osman, Deputy Chief Executive

Report Author: Irfan Rasul – Digital Technology Manager / Senga Henstock – ICT Senior Buyer

18th March 2024

Reason for Decision

To enter into a call-off contract under a procurement compliant framework agreement in accordance with Contract Procedure Rules to support the ongoing use of Synergy Education Management System for 3 years with the option to extend by a further 1 year

Executive Summary

The report seeks approval to enter into a call-off contract with Access UK LTD to provide the Education Management System together with any additional modules and services, subject to budget approval.

Recommendations

That Cabinet Approves:

- Approve a Call-Off Contract via Crown Commercial Services G Cloud 13 Framework Agreement RM1557.13 Lot 2 Cloud Software for the continued use of the Synergy application and,

- Delegate authority to the Director of Legal Services to formalise any relevant legal requirements, including the execution of the Call-Off Contract as a Deed FCR-03-24

- Delegate authority to the Member for Education and Skills and Director of Education Skills and Early Years to build flexibility into the call-off contract to allow for the purchase of additional modules and support in accordance with the framework agreement and the relevant pricing schedule, subject to budget availability and approval

Cabinet **18 March 2024**

Contractual Arrangements – Synergy Education Management System Contract Renewal 2024/25 to 2026/27

1 **Background**

1.1 Synergy Education Management System is a long-standing software application used by Oldham Council and many other LA's. The system plays a critical role in Children's Services. The current agreement is due to expire March 2024.

2 Current Position

2.1 Synergy continues to be an integral application for Oldham Council, the preferred option* is to remain with Access UK LTD * as the provider of the application. Synergy is the operational system used by many education services, comprising the core system, a parent portal and a provider portal. It underpins our school admissions processes, all of our early years provision and funding, our family information service and a number of other functions. It is shortly being extended to provide case management and event booking for Family Hubs. While the system contains large amounts of child data, it should be noted that it does not represent a complete record for all purposes of every child in the borough: children are included and updated due to service need only.

2.2 The current contract for will expire on 31st March 2024; however, the Council requires continued use of the system and, therefore, a replacement contract is required to commence immediately following the expiry of the current contract.

2.3 The purpose of this report is to seek approval to enter into a new Contract under an existing Framework Agreement for 3 years with the option to extend once).

2.4 Approval is also sought to build flexibility into the call-off contract to allow for the purchase of additional modules and support in accordance with the framework agreement and the relevant pricing schedule and subject to budget approval.

3 **Options/Alternatives**

3.1 Option A - approve a call-off Contract via Crown Commercial Services G Cloud 13 Framework Agreement RM1557.13 Lot 2 Cloud Software for the continued use and support of the Synergy application which will ensure the system support is in place to continue to optimise usage of the Software and ensure the Council have maximised total cost of investment.

3.2 Option B – not approve the direct award and tender for a new system. This may result in significant increased costs for the Council, which are associated with buying a Business-Critical system. Additionally, the timescales for procurement, implementation, and business change would typically be 18 months. Interim arrangements would need to be made in this time as loss of the system is not a viable option.

4 **Preferred Option**

4.1 Option A - approve a call-off Contract via Crown Commercial Services G Cloud 13 Framework Agreement RM1557.13 Lot 2 Cloud Software

5 **Consultation**

5.1 None

6 **Financial Implications**

6.1 These are detailed on the Part B version of the report, later on the agenda. (Andy Cooper - Senior Finance Manager)

7 **Legal Implications**

7.1 Limited comments are to be made from a legal perspective per se as the contractual documents for review are limited to the draft call-off contract which has been supplied under separate cover and for which amendment is not generally permissible under a framework arrangement.

7.2 As ever this proposal must abide by the Council's budgetary arrangements and so comply with the attendant authorised expenditure and the applicable constraints.

7.3 Initially it was intended to use the YPO framework as previously but upon examination and following discussion between the Procurement and Legal departments such a step was discounted due to the content of the YPO call-off contract which was not satisfactory for the services in question. It has now been proposed to utilise a call-off contract from the Crown Commercial Services G Cloud 13 Framework Agreement RM1557.13 Lot 2 Cloud Software. G-Cloud was specifically devised for this type of subject matter. A feature of G-Cloud is the several pages of technical detail requiring completion, but the Council Procurement and IT staff are familiar with this form of contract and will therefore possess sufficient experience and expertise for its population and completion.

7.4 What is desired and recommended is in effect to renew the engagement of the existing supplier because it alone is able to provide this product; supply by another would necessitate wholesale replacement.

7.5 Compliance with the public procurement regime must be demonstrated and with the Council's own rules – as set out in paragraph 8 of the Contract Procedure Rules. Sufficient

explanatory and supporting information must be provided in order to justify reliance upon the proposed course of action. Justification for Option A is required especially given the alternative in Option B.

7.6 The total Contract amount as determined by paragraph 3.2 of the Contract procedure Rules and that total value places the matter well within the ambit of the UK's public procurement rules. However, it also requires execution of agreements by deed using the Council's seal.

7.7 Refer to List of Cabinet Responsibilities (page 7 of Guide and Summary to the Constitution), Scheme of Delegation and to the Financial Procurement Rules paragraph 13.8 as appropriate.

(Mike Bentley – Consultant/Locum Solicitor – Commercial Team

8. **Co-operative Implications**

8.1 Extending our contract with Synergy represents a co-operative approach in terms of providing training modules to our staff members, particularly those in children's services, thereby supporting the principles of learning and innovation.

James Mulvaney (Policy Manager)

9 **Human Resource Implications**

9.1 None

10 **Risk Assessments**

10.1 The new 36 month call off contract with Access UK LTD represents a saving to the Council in terms of officer time involved with switching to an alternative provider. The system is used by many education services comprising of the core system, a parent portal and a provider portal. It underpins the school admissions process and early years provision, to change these systems especially mid school year would be detrimental on the services involved. The purchase of the additional modules represents a financial risk to the Council this will need to be managed by the service and in line with the Council's current financial position. Risk considerations need to understand what data is created on the system and the use of the data to ensure compliance with legislation. The system will need to be monitored to ensure that data is only kept in line with lawful requirements.

Vicki Gallacher (Head of Insurance and Information Governance)

11 **IT Implications**

11.1 None – The infrastructure, connectivity and access will remain the same.
Irfan Rasul (Digital Technology / CTO)

12 **Property Implications**

12.1 None

13 **Procurement Implications**

13.1 Commercial Procurement supports the recommendation of Option A, approve a call-off Contract via Crown Commercial Services G Cloud 13 Framework Agreement RM1557.13 Lot 2 Cloud Software. .

13.2 Procurement have conducted an exercise following the CCS G Cloud Buying Guidelines and Access UK LTD are listed as the only provider for the Synergy application, as per the Framework rules the Council can direct award on G-Cloud 13 after completing the buying process, Any call-off contract will initially last for a maximum of up to 36 months, with the option to extend once by up to 12 months, however this must be clearly specified in the initial contract terms. The total call-off length should not be for more than 48 months (4 years). This includes the initial call-off duration plus the extension option. This Framework is compliant with the Council Contract Procedure Rules.

13.3 Access UK LTD have submitted a written proposal to confirm they can meet the requirements of the Council in accordance with the relevant terms and conditions and the pricing established vas per the YPO Framework Agreement.
See Appendix 2

Senga Henstock (ICT Senior Buyer)

14 **Environmental and Health & Safety Implications**

14.1 None

15 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

15.1 None

16 **Oldham Equality Impact Assessment, including implications for Children and Young People**

16.1 Yes

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 FCR-03-24

19 **Background Papers**

19.1 None

20 **Appendices**

20.1 None

Report to Cabinet

Don’t Trash Oldham/Transformation: Year End Review and Next Steps

Portfolio Holder(s):
Cllr A Shah, Leader of the Council and Cabinet member for Reform & Regeneration
Cllr C Goodwin, Cabinet Member for Neighbourhoods

Officer Contact(s):
Emma Barton, Deputy Chief Executive
Nasir Dad, Director of Environment

Report Authors:
Glenn Dale, Head of Service Environmental Services
Neil Crabtree, Head of Service Public Protection
Simon Shuttleworth, Service Manager, Districts

18th March 2024

Reason for Report:
Clean streets and tackling issues of fly tipping and littering that blight our communities remain a priority for Oldham residents and for the Council. The second iteration of Don’t Trash Oldham (DTO) campaign commenced in October 2022, and in addition to community engagement, it also focused on betterment / transforming communities by working with ward members and this was supported by a limited budget for each area, which could be used to realise the requests of Councillors.

This end of year report details the outcomes and achievements of the Transformation campaign, examines the lessons learned (what has worked and what could be improved) and proposes some new measures / targeted interventions for the future, which strike a balance between new ways of working and addressing the ongoing environmental challenges faced by the residents of Oldham and the Councils approach in addressing such challenges.

Recommendations:
Cabinet is asked to:

1. Note the achievements of the Don’t Trash Oldham/Transformation Campaign across the borough between 2022 and 2023
2. Approve the priorities listed in Section 4 of the report, which aim to provide a sustainable and deliverable legacy for the DTO/Transformation campaigns and outline key areas of focus moving forward

3. Delegate to Director of Environment and the Portfolio Holder for Neighbourhoods, in consultation with the Leader of the Council, the prioritisation of funding for the delivery of priorities

Cabinet 18th March 2024

1. Don't Trash Oldham Campaign: Background

1.1 The 'Don't Trash Oldham' (DTO) campaign commenced in September 2021, with the aim of cleaning all council owned alleys and road infrastructure of fly tipped/dumped waste and litter across the borough, on a ward-by-ward basis, spanning a full calendar year. The first year of the campaign concluded on 30 October 2022 with the end of year findings reported at that time.

1.2 From October 2022 to October 2023, the DTO campaign morphed into a Betterment phase to transform neighbourhoods and build on the legacy work from year one. This was backed up by intensive enforcement and clean up activity in highlighted 'hotspot' neighbourhoods. The accepted aim of this programme was to 'make a difference'. This included visibly improving areas, ensuring detailed attention and physical improvements that were not always deliverable as part of routine work.

1.3 For the transforming neighbourhoods' elements of programme to work effectively, a material budget of £3,000 per ward was allocated. To understand the local area and ward member priorities for the focus of the work, meetings were held between the Communities Team, ward members and officers from the Environmental Services to understand the requests and agree what was deliverable within the timescale and budget. Meetings typically took place a month before the teams were due to visit the locality and work in each area typically lasted 4 weeks.

1.4 This report provides a summary of the work completed boroughwide – this includes details of engagement with members, the work completed, waste removed from wards, a summary of the enforcement action undertaken, and the wider improvement(s) achieved because of the additional funding.

1.5 Finally, the report also outlines proposals on how the legacy of DTO/Betterment campaign will be embedded and what this will look like moving forward. There is a recognition that given the work completed over the last 2 iterations of DTO/Betterment, a sustainable approach is needed to ensure previous gains are not lost and a more durable model is adopted moving forward, which meets the needs of the borough, the residents and ensures a clean environment for all.

2. End of Year Performance Review

2.1 This section outlines the principal areas of work completed as part of the Betterment campaign / Transforming Neighbourhoods (2022/23) along with details of the specific activity and outcomes achieved.

2.2 Targeted Hot Spot Enforcement & Cleanup

2.2.1 Integral to the option approved at cabinet in September 2022 was a targeted approach in the known hotspot locations with enforcement and a dedicated clean-up to influence a sustained behaviour change amongst residents.

2.2.2 This focused activity involved consistent enforcement and clean-up work across 5 of the inner town wards of Alexandra, Medlock vale, St. Marys, Waterhead and Werneth. Coupled with this reactive work, the Enforcement Officers and Environment Marshals served legal notices to ensure private yards are cleared and any defects resolved.

2.2.3 As part of this work, a range of visits, advice and enforcement actions were undertaken, and these are summarised below:

- 4,996 service requests (average of 416 per month)
- 1,741 enforcement actions taken (average of 145 per month)
- 41 prosecutions taken to court or submitted to legal
- 166 FPNs served

2.2.4 The focused work in the identified hotspot locations resulted in a significant amount of waste being removed. The recorded weight removed per ward during this period has been recorded on a weekly basis so that trends can be examined, and the impact of this approach further analysed – this is presented in Appendix 1.

2.2.5 The use of mobile CCTV cameras has also been trialled in certain rural locations where repeat flytipping incidents were reported and investigated. The existence of these overt cameras and accompanying signage did, by their very nature, deter potential fly-tippers. However, the images captured have so far not identified those responsible, and therefore, officers have been unable to progress a case to prosecution. In one location in particular, the CCTV system was subject to vandalism and theft of the hardware, but in general, where these cameras are installed, there was a reduction in the volume of reports and incidents.

2.3 Betterment Works / Transforming Neighbourhoods

2.3.1 Transforming neighbourhoods' projects were completed in areas identified by local ward members and the aim was to ensure general improvements, and to leave the area in a welcoming and improved state. Given the scale of the exercise, the campaign was split over 12 months and the timetable is listed below:

- St James & Waterhead: 31 October 2022 to 25 November 2022
- Hollinwood: 28 November 2022 to 23 December 2022
- Chadderton North & Coldhurst: 2 January 2023 to 27 January 2023
- Chadderton Central & Chadderton South: 30 January 30 to 24 February 2023
- Royton (both wards): 27 February to 31 March 2023
- Medlock & Werneth: 3 April to 28 April 2023
- Alexandra: 8 May to 2 June 2023
- St Mary's: 5 June to 30 June 2023
- Shaw & Crompton: 3 July to 28 July 2023
- Failsworth (both wards): 31 July to 25 August 2023
- Saddleworth (3 wards): 28 August to 29 September 2023

2.3.2 Details of work in each ward, with photos showing the improvements, are listed in Appendix 2. However, the work was varied and although cleaning and removal of litter was done in every area identified, some wards were subject to additional works – these included path works, pruning, weeding, tree, and bulb planting.

2.4 Milestones

2.4.1 As part of the engagement with members after the first iteration of DTO, there was significant feedback from some wards regarding the status of milestones – specifically, that they needed refurbishment and maintenance. To address this issue as part of the Betterment campaign, all Milestones in the borough were identified through review of records and engagement with residents and ward members.

2.4.2 To date, 10 milestones have been refurbished. Given the specialist and weather dependent nature of the work, it is anticipated that work will begin again in Spring 2024 on the remaining milestones. A full breakdown of all milestones and their status is available in Appendix 3

2.5 Community Engagement

2.5.1 The focus of the Engagement Team over the last twelve months shifted towards the Cost-of-Living response. In April 2023, the team was realigned into five District Teams, to allow for more targeted local support. While the team have not been specifically attached to Don't Trash Oldham, they have continued to hold conversations and provide information to residents around environmental issues, and the alignment to Districts has ensured that this has happened across all areas of Oldham.

2.5.2 During the 12 months from October 2022 to September 2023, the team have had 26,548 conversations with residents. Of these, 795 households raised environmental issues. The most commonly raised issues were:

- Flytipping – 238 households
- Vermin – 90 households
- Overgrown trees – 84 households
- Overgrown land – 61 households
- Noise nuisance – 42 households

2.5.3 The team signposted a total of 1,069 for environmental issues (Note – this reflects the fact that some households received multiple pieces of advice / signposting). A breakdown of this can be seen in the Table below.

Signposting	Number of Signpostings	Signposting	Number of Signpostings
Environmental Health	522	MART - Only	5
Waste Management	274	Regenda	5
MART - Other Signposting	59	Age UK	4
FCHO	47	Places For People	3
Council Website - Other	32	United Utilities	3
Council Help Line	31	Guinness Partnership	2
Highways	28	How are you feeling/we can help	2
None	18	Money Advice Toolkit	2
Bulky Bobs	11	Police 101 and 101 Online	1
Crimestoppers	11	Residents' Panel	1
Onward Homes	8		

2.5.4 Doorstep engagement work has provided valuable insight and intelligence, as well as the opportunity to signpost or intervene earlier by supporting residents with issues that may previously not have come to the attention of services. The team frequently advised residents on where to report issues, signpost to services, flag issues, and work closely as part of the district teams to enable a comprehensive response to more complex problems when they arose.

2.6 Community Awareness & Communications

2.6.1 Don't Trash Oldham / Betterment has been one of the Councils most high profile and successful communications campaigns of the last several years – both in terms of output and engagement. The campaign has attracted interest from other local authorities and has been replicated across the country. In 2022, it was shortlisted for a Local Government Chronicle Award.

2.6.2 Over the past 12 months, DTO & Betterment has featured across all the council's communications channels, including social media, press releases, briefings & resident newsletters. News and information has been shared in the Oldham media and regionally. Communications have been both proactive and reactive, and have included messages promoting council services, neighbourhood improvement works, community partnership working, details of how residents can get involved in the campaign and information on how to report environmental crimes.

2.6.3 During the same period, the Council has also promoted days and weeks of action and national events such as Great Britain Tidy's, The Great British Spring Clean, and Love Park's Week. Over the past 12 months, the Communications team has also provided updates on successful prosecutions that have been concluded. In addition to the above, and linked to the Betterment campaign, details of boroughwide tree planting, promotion of our parks, green spaces and visibility of campaigns using traditional and new media channels has continued. Below is an article that was recently published in the Council's 'Oldham Council Working for

You', which is delivered to more than 90,000 homes across the borough. It signposts residents to services, shows completed works and highlights how environmental issues impact people and the borough.

DON'T TRASH OLDHAM

Clearing up other people's waste is costing YOU £4.2m

Keeping the borough clean is a priority for the council and just one of the many services your Council tax pays for.

We recently revealed that it is costing around £4.2m a year to clean up waste like dumped sofas, discarded bags of household rubbish and litter off our streets.

That's a huge amount and sadly it is **YOU** who is footing the bill.

Ten years ago, it was costing a lot more than that.

This goes to show Don't Trash Oldham has worked and has had a really positive impact in our communities.

Even so, these figures are staggering – especially when money is tight for everyone at the minute.

Cllr Shah said: "The work our teams and residents have done in the last two years has improved our communities. I hate to think what the borough would look like if we hadn't stepped up and taken action.

"People to work with us to clean up our town – the money we spend cleaning up litter and rubbish could be used on other services that benefit communities, such as protecting the old and vulnerable.

"No one should leave their waste in alleyways or at the side of the road and think it'll get taken away.

"Your household waste is your responsibility. Get rid of it properly by putting it in the right bin, taking it to the tip or getting in touch with us and arranging a collection from Bulky Bob's.

"There are no excuses."

Councillor Shah out with one of our Don't Trash Oldham clean up teams

BULKY BOB'S
FRC GROUP

Collecting, reusing & recycling your pre-loved furniture, white goods & more.

Three items collected for £22
Additional items are £7.50 each

Collection service open to
Oldham Council residents
To book your collection call
0161 770 6644
or scan the QR code for more information

Rubbish parking continues to cause issues

A daily challenge our bin crews face is poorly parked vehicles stopping bin waggons from accessing streets.

This happens across the borough.

If our waggons can't access areas it means the rounds might not get finished on time and your bins won't get emptied.

Parking like this on Barnford Street, Chadderton causes issues for our bin crews

Compliments...

I just want to thank everyone involved in keeping our parks beautifully maintained. In particular, I've been using Werneth and Alexandra Parks recently and they are lovely places to walk, a green oasis in the midst of two very urban areas. The flower displays in Alexandra Park are especially stunning. I'm also very impressed with the refurbishment of the conservatory. From talking to other park users I can safely say that your work is much appreciated. Thank you! Mrs Clifton

Dave from the pest control is brilliant, very friendly and did a great job. Please pass on my compliments to his manager. Much appreciated! Farah

DON'T TRASH OLDHAM

Report environmental crimes via www.oldham.gov.uk/DontTrashOldham

3.0 Areas of Improvement / Lessons Learned

3.1 Given the scale and duration of the programme, there is a recognition that there are areas for improvement which need to be addressed moving forward. The main learning points are discussed further, below.

3.2 Member Engagement

3.2.1 It has become clear during the programme that not all members engaged in the process, and in some cases, little or no discussion or programme of work was created. The absence of such engagement, therefore, required officers from Environmental Services to fill the gap, by undertaking work that they felt would benefit the ward. In addition, there was also a change in elected members during the Betterment campaign, and this may have also contributed to the issue. As part of any future campaign and embedding of the improvements achieved, ward member engagement will be key to any success and long-term sustainability – see future options section.

3.3 Lack of Resident Engagement/Compliance

3.3.1 It has become apparent during the two years the DTO/Betterment campaign has been active that some residents have not embraced the change/recognised the work being undertaken to improve and clean their areas and have continued to fly tip waste. Alleys where gates were introduced to provide community safety, control of the immediate space around the rear of resident's properties, and to prevent fly tipping are still subjected to fly tipping. It is, therefore, evident that the flytipping is being generated by the properties that back onto the space and alternative models for enforcement (use of CCTV where appropriate) will have to be considered.

3.4 Commercial/Criminal Flytipping

3.4.1 Commercial fly tipping, typically the ‘man with a van’ or those linked to organised crime has continued over the past 12 months – although more focused in rural areas, the cost from such criminality remains significant and it also remains a challenge to enforce against. Several media campaigns, both local and regional, have been undertaken to remind residents of their ‘duty of care’ and to only use reputable and licensed waste removal companies. However, the challenge remains. Options for dealing with this challenge are discussed further in this report. A key aspect of this will include CCTV, both covert and overt.

3.5. Unadopted/Unregistered Alleyways

3.5.1 This issue has remained a significant challenge throughout the Betterment exercise. There are approximately 300 such alleyways in Oldham, stretching over 32km in length. Their legal status means that the Council has, typically, not taken any ownership or done any maintenance as they either belong to the residents who back on to them or are under no one's ownership. During the Betterment campaign, it became clear that these alleys were a priority for some ward members, and therefore, it was agreed that where ward members wanted these to be cleaned/vegetation removed, this work would be done and would be

incorporated into the time spent in that ward. However, given the scale of the ask, and change in approach midway through the programme, only a small number of such alleyways were maintained.

3.5.2 Any work in unadopted / unregistered alleys or change to the approach needs to consider legal challenges and the issue of liability. Unadopted alleys remain a priority for some ward members but require significant resource and materials. As part of the DTO/Betterment legacy, there needs to be a consideration about the scale of work, the investment needed and the long-term sustainability of the chosen approach.

3.5.3 In addition to the issues listed above, through resident and ward member engagement, additional issues have also been identified which remain a priority for the aforementioned. A key area being gulley cleaning and maintenance. The current approach to gully cleaning requires changes as it is unable to meet the current demand. As part of future options, this issue is also considered further.

4.0. Future Priorities

4.1 It is clear that, over the last 2 years, both the DTO and Betterment/Transformation campaigns have delivered significant improvements boroughwide, changed behaviours, and where necessary, secured legal action against individuals and businesses that were committing environmental crimes. It is also clear that, in some areas, fly tipping remains a problem and although there have been some improvements, overall, the problem remains persistent.

4.2 In addition to the above, as the campaigns have delivered their priorities, additional issues have also been identified that require attention, with the main ones being unadopted/unregistered alleys and gully cleaning (boroughwide).

4.3 Given the above, and the need to consider additional / different options to build on the successes and to focus resources where needed the most, below, there are several priorities, which it is felt, could deliver a longer lasting and effective approach and build on the successes of the last two years and also deliver on the lessons learned.

4.4 Priority 1

4.4.1. Continue to target known hotspot locations with focused enforcement and quick pick up to remove the waste as soon as possible to deter further flytipping.

4.4.2 Realignment of resources to improve the clean-up response times in targeted hotspot locations.

4.4.3 Actively link enforcement activity into the wider Pest Control and housing enforcement work within Environmental Health

4.5 Priority 2

4.5.1 Merge the Hot spot enforcement / flytipping team in Environmental Health with those already in place in Environmental Services to create one larger, more responsive team that combines enforcement and street cleansing/ pick up.

4.5.2 Priority 2 will then focus deliver on the 5-district model and ensure a quicker and more effective service around waste and fly tip removal. The enforcement activity would be linked in with active responsive clearance but also combined with the Pest control / Housing enforcement functions.

4.6 **Priority 3**

4.6.1 Maximise opportunities to bid for extra resources from Government to tackle flytipping issues on the back of the success of the DTO/Betterment investment. Officers are currently working on a bid for £50k to support a number of mobile, rechargeable, battery powered CCTV camera packages for use in rear alleyways and other hotspot locations.

4.7 **Priority 4**

4.7.1 New, boroughwide approach to gulley cleaning to address the persistent complaints regarding the Service.

4.7.2 This investment will result in a coordinated, ward by ward operation which will result in the cleaning of every gulley.

4.7.3 After completion, future delivery will be supported through existing resources.

4.8 **Priority 5**

4.8.1 The District Teams will continue to work alongside Environmental Services to support Members and community groups to take part in social action within their neighbourhoods, including those people wishing to organise litter picks, enhance open spaces, or improve the condition of their alleyway.

4.8.2 The developing District Community Councils will provide a new forum within which local schemes can be prioritised, giving an option for a more formal process around agreeing key areas to target.

4.8.3 The strengthening of operational partnership co-ordination through the emerging PBI structures will allow for a more joined-up response in those circumstances where environmental issues are only one part of the challenge in an area.

4.9 Priority 6

4.9.1 The cleansing team currently undertakes scheduled maintenance of adopted alleys boroughwide.

4.9.2 Expanding the role to unadopted alleys would significantly increase the workload and expectations would have to be managed.

4.9.3 A ward by ward approach could be undertaken, spread over a number of years and could result in a one-off cleaning - removal of waste, vegetation, weeds, moss, and algae, which effectively gives the alley back to the residents to ensure they can utilise the space. This input would also encourage residents to respect the place and discourages further flytipping.

This option will be further developed and subject to approval and budget if a decision is made to progress this in the future.

5 Financial Implications

5.1. This report deals with a number of different options, taking each one in turn and the potential financial impact please see financial comments below –

Option 1 - No further financial resource required, this option can be funded from existing budget resource.
Option 2 - No further financial resource required, this option can be funded from existing budget resource.

Option 3 - No further financial resource required, this option can be funded from existing budget resource.

Option 4 – This option is being dealt with by a separate Delegated Officer Report named "Gulley Cleaning Review and Restructure". The additional financial resource required for this option has been calculated at £43,060.

Option 5 – No further financial resource required, this option can be funded from existing budget resource.

Option 6 – It is noted that Option 6 will require a significant financial resource due to the number of unadopted alleys boroughwide. Therefore, if a decision is taken to approve this option, this will form part of a separate report to fully identify the financial resource required.

(John Hoskins)

6 Legal Implications

6.1. Any use of covert CCTV cameras will require authorisation under the Regulation of Investigatory Powers Act 2000, including authorisation by a magistrate before they can be used. (Alan Evans)

7 Co-operative Agenda

7.1 The report identifies the achievements of the 'Don't Trash Oldham' campaign. A core cooperative element of this campaign was to work in social partnership with residents to both clean up areas within the borough and prevent further littering and fly-tipping.
(James Mulvaney, Policy Manager)

8 Human Resource Implications

8.1 If Option 1 or 2 are approved the appropriate authorisations must be sought to establish and recruit to the new roles following Council processes to ensure a fair and transparent process. The job description with grade and job evaluation reference should be attached to this report as an appendix. (Catherine Reed, Strategic HR Lead)

9 Environmental and Health & Safety Implications

9.1 This work is designed to support a holistic approach to improving the local environment. The current boroughwide initiative (Betterment) has provided a much-needed boost to the local environment, whilst giving the opportunity for All Ward Councillors to play an active part in the improvements made.
(Glenn Dale, Head of Environmental Services)

The Environmental and Health and safety implications are covered throughout the main body of the report and each service lead is responsible for the risk assessments required to ensure the health and safety of all colleagues are always considered.
(Neil Crabtree, Head of Public Protection)

10 IT Implications

10.1 None.

11 Property Implications

11.1 Comments are contained in the report in the restricted part of the agenda.

12 Procurement Implications

12.1 Comments are contained in the report in the restricted part of the agenda.

13 Environmental and Health & Safety Implications

13.1 Comments are contained in the report in the restricted part of the agenda.

14 Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998

14.1 The proposals to tackle fly-tipping within the Don't Trash Oldham campaign should contribute positively to community cohesion. Fly-tipping has a negative impact upon communities and contributes to creating areas where people choose not to live.
(Natalie Downs, Stronger Communities Manager).

Community Safety – s17 Crime and Disorder Act 1998: Fly-tipping is a signal crime which causes a blight on the communities where it occurs. There are a significant number of Public Spaces Protection Orders (PSPOs) across the borough, which complement the DTO campaign as the terms prohibit the discarding or storing of waste in alley ways. Consultation is due to start on the introduction of 5 overarching Place PSPOs, the terms of which will also allow for proactive development of the alleys as community spaces, with the written consent of the Council, which the supports the betterment/transformation development work.

(Lorraine Kenny, Head of Community Safety Services)

15 Oldham Equality Impact Assessment, including implications for Children and Young People

15.1 Yes

16 Key Decision

16.1 Yes

17 Key Decision Reference

17.1 NEI-01-24

18 Background Papers

19.1 None

19 Appendices

19.1 Contained in this report

Appendix 1 – Table showing month by month waste collection from hotspot areas.

Week Commencing	Werneth	Alexandra	Waterhead	Medlock Vale	St Marys	Total KG
21 Nov 2022	780	600	4640	1200	1420	**8640**
28 Nov	1120	1280	2960	820	1700	**7880**
5 Dec	1000	1660	2520	1240	1520	**7960**
12 Dec	1680	520	2520	780	2200	**7400**
19 Dec	1760	1140	2100	460	1640	**7100**
2 Jan 2023	1460	2440	1360	920	2760	**8940**
7 Jan	0	1220	1040	2580	2720	**7560**
16 Jan	1880	1060	780	1620	2000	**7340**
23 Jan	1960	1600	560	800	1950	**6760**
30 Jan	660	580	440	740	1840	**5260**
6 Feb	1020	1350	0	2260	1980	**6640**
13 Feb	1820	940	1040	1020	1340	**6160**
20 Feb	1900	740	640	460	2000	**5740**
27 Feb	820	860	1760	580	1069	**5080**
6 Mar	680	980	1000	940	1280	**4880**
13 Mar	1140	1340	840	340	1760	**5420**
20 Mar	1200	880	1140	1420	1320	**5960**
27 Mar	1000	1860	1860	340	720	**5780**
3 Apr	1040	1480	1000	300	720	**4560**
10 Apr	720	1440	1740	660	820	**5380**
17 Apr	1240	1540	2620	840	1540	**6240**
24 Apr	860	460	340	420	0	**2080**
1 May	40	760	280	0	1260	**2340**
8 May	460	600	460	0	880	**2400**
15 May	1180	1000	2880	960	500	**6520**
22 May	420	2400	1900	240	1700	**6660**
29 May	780	1360	1440	600	960	**5140**
5 June	380	1160	840	1360	1980	**5720**
12 June	1180	1320	280	900	1540	**5220**
19 June	2040	1560	480	360	1360	**5800**
26 June	1440	820	1320	960	1740	**6280**
3 July	1160	1040	1060	840	820	**4920**
10 July	1740	1140	780	500	1080	**5240**
17 July	1360	580	740	1000	1880	**5560**
24 July	840	880	240	760	500	**3220**
31 July	2140	1140	560	200	1000	**5040**
7 Aug	400	1160	1880	560	1160	**5160**
14 Aug	1060	1080	1560	440	1020	**5160**
21 Aug	800	820	840	1180	640	**4280**

Week Com	Werneth	Alexandra	Waterhead	Medlock Vale	St Marys	Total KG
28 Aug	1560	1100	680	1020	1260	**5620**
4 Sept	640	1900	2200	360	1100	**6200**
11 Sept	1540	1140	1040	620	540	**4880**
18 Sept	100	640	780	800	1380	**3700**
25 Sept	1440	880	1440	820	620	**5200**
2 Oct	1300	940	1200	200	480	**4120**
9 Oct	1920	940	320	740	2020	**4740**
16 Oct	1760	1560	560	280	1380	**5540**
23 Oct	1640	300	1460	860	1240	**5500**
30 Oct	440	700	1200	280	2120	**4740**
6 Nov	1520	940	1940	200	940	**5540**
13 Nov	1620	600	2000	100	1260	**5580**
20 Nov	1240	460	3820	960	500	**6980**
27 Nov	1580	960	1960	520	880	**5900**

_Appendix 2 – Betterment programme, Ward by Ward

Appendix 2 - Clean_Streets_Dashb

Appendix 3 – Milestones and their status

Road	Town\Area	Location	TM Required	Comments	Completed
A640 Rochdale Rd (North	Denshaw	200 Yds NW of Junction	No	No 6 Metal on stone	Yes
A640 Huddersfield Rd (South)	Denshaw	Embankment of dowry Reservoir	Yes	On Footpath Metal	Yes
A640 Huddersfield Rd (North)	Denshaw Moor	1/4 Mile South of County Boundary	No	Lay by opposite. Stone\Metal	Yes
A62 Huddersfield Road (South)	Scouthead	20 Yds West of Three Crowns inn	No	Opp 977 at L\C 139	Yes
A62 Oldham Road (North)	Delph	50 Yds SW of the Sound	No	At Bus Stop Shelter	Yes

A 669 Oldham Road (North)	Grass croft	Junction Of Parkfield	No		Yes
A 669 Chew Valley Road (South)	Greenfield	100 yds west of Clarence Hotel	Yes	Opp L\C 45 & 46	Yes
Huddersfield Road (East)	Diggle	100 yds S of ward Lane	No		Yes
A670 Oldham Road (West)	**Uppermill**	**side of navigation inn**	**no**		**yes**
A672 Oldham Road (West)	Old Tame	30yrds S of Horest Lane	No	Side of 98	To be done
A6052 Denshaw Road (North)	Linfitts, Delph	20 Yds N of N58 Stubbing	Yes	opp L\C 23	To be done
A670 Mossley Rd (North)	Grasscroft	50Yds E of clough Lane	Yes	Ivy Needs trimming back	To be done

A635 Holmfirth Road (North)	Greenfield	1/4 Mile South of Upperwood house	Yes		To be done
Huddersfield Road (west)	Diggle	100yds N of Ridge Lane	yes		To be done
Platting Road (East)	Lydgate	100 yds N of Grotton Hall	yes	need grass cutting back	To be done
A672 Ripponden Rd	Denshaw	1/4 Mile north of junction inn PH	?	NO MARKER FOUND	-
A6052 Delph Rd (East)	Delph\Denshaw	100 yds N of green Ash	Yes	NO MARKER FOUND	-
A62 Oldham Road (North)	Wall Hill	100Yds Southwest of wall hill road	No	NO MARKER FOUND	-
A62 Huddersfield Road (North)	Delph	100 Yds SW of Laceby Farm	?	NO MARKER FOUND	-

A62 Huddersfield Road (North)	Delph	20 Yards N of Pack Horse Lane	?	NO MARKER FOUND	-
A 669 Oldham Road (South)	Grotton	100yds of Coverhill Road	?	NO MARKER FOUND	-
A635 Holmfirth Road (North)	Greenfield	1/4 Mile south of Binn Green	?	NO MARKER FOUND	-
A635 Holmfirth Road (North)	Saddleworth Moor	Hollin Brow Knoll 1/2 M S of Boundry	Yes	NO MARKER FOUND	-
A 670 Standedge Road (West)	Diggle	100 Yds of Carr Lane	?	NO MARKER FOUND	-
A 669 Oldham Road (South)	Grotton			At junction of Oldham Road and Hillside Avenue	
A672 Ripponden Rd	Denshaw	1/4 Mile north of junction inn PH	?		

A6052 Delph Rd (East)	Delph\Denshaw	100 yds N of green Ash	Yes		
A62 Oldham Road (North)	Wall Hill	100Yds Southwest of wall hill road	No	On Google maps, this appears to have been done.	
A62 Huddersfield Road (North)	Delph	100 Yds SW of Laceby Farm	?		
A62 Huddersfield Road (North)	Delph	20 Yards N of Pack Horse Lane	?	Near junction of Old Pack Horse Road	
A635 Holmfirth Road (North)	Greenfield	1/4 Mile south of Binn Green	?		
A635 Holmfirth Road (North)	Saddleworth Moor	Hollin Brow Knoll 1/2 M S of Boundary	Yes	County border line	
A 670 Standedge Road (West)	Diggle	100 Yds of Carr Lane	?		

This page is intentionally left blank

Oldham Council

Report to CABINET

Light Duty Vehicle Crossings Policy

Portfolio Holder:
Cllr Chris Goodwin, Cabinet Member for Neighbourhoods

Officer Contact: Nasir Dad, Director of Environment

Report Author: Daniel Meadowcroft, Highways & Engineering

18 March 2024

Reason for Decision
To approve a new Light Duty Vehicle Crossings Policy

Executive Summary
This policy seeks to replace the existing policy and procedures for the assessing of Light Duty Vehicle Crossing (dropped kerb) applications and to ensure that they are assessed in a consistent and fair manner.

Recommendations
To support the new Light Duty Vehicle Crossings Policy and for it to come into effect from 1 April 2024

Light Duty Vehicle Crossings Policy

1 Background

1.1 It is unlawful to drive a motor vehicle over the kerb and across the footway (commonly known as the pavement) in order to gain access to premises where there is no dropped crossing to allow this. This is an offence under section 72 of the Highways Act 1835. Furthermore, Rule 145 of the Highway Code states: "You MUST NOT drive on or over a pavement, footpath or bridleway except to gain lawful access to property, or in the case of an emergency."

1.2 Under Section 184 of the Highways Act 1980, a person may apply to the highway authority (in this case Oldham council) for a Light Duty Vehicle Crossing (LDVC) to enable them to lawfully access their property. There is no right to the provision of, or widening of an LDVC, to provide driveway access to a premises; it is at the discretion of the highway authority as to whether such a crossing should be allowed.

1.3 In determining whether to exercise the powers under Section 184 of the Highways Act, the Council must have regard to the need to prevent damage to a footway or verge, and will also have regard to the need to ensure, so far as practicable, safe access to and egress from premises and the need to facilitate, so far as practicable, the passage of vehicular traffic on highways.

1.4 Oldham Council will normally allow such crossings, except where its provision or widening will cause demonstrable harm to highway operation, safety, or the amenity of the street.

1.5 This policy specifies how Oldham Council will deal with applications for the provision of, or widening of LDVCs, to a single dwelling, commonly known as dropped kerbs, or dropped crossings, and has been written to:

- Meet legal and planning requirements
- Ensure that the Council deals with requests in a consistent manner
- Ensure construction quality and safety of vehicle dropped crossings

2 Current Position

2.1 Oldham Council currently has a Light Duty Vehicle Crossings Policy which was approved by Cabinet on 26 March 2018, and came into effect on 1 April 2018. The policy generally permits the construction of an LDVC except in instances where there are highway safety or engineering reasons as to why it would not be appropriate to allow an LDVC in that location.

2.2 Applications are currently assessed in accordance with the criteria specified in the 2018 policy. Where applications successful, the applicant is provided with a quotation for the Council to carry out the works to construct the LDVC.

2.3 Where applications which do not meet the criteria, applicants are contacted to explain the decision.

2.4 There is a recognition that highway capacity is limited, and the problems associated with parking on roads in and around residential areas are well known (congestion / pavement parking / vehicles causing obstructions and therefore, affecting pedestrian, emergency and

utility vehicle access). In order to support more parking on private land, the Council is proposing to amend the policy – specifically, reducing the minimum space required to 4.7m. This change will result in more properties meeting the LDVC criteria.

2.5 The proposed policy is appended to this report and the key changes between the existing, and proposed policy are:

- Minimum length requirement remains at 5 meters; however, the Council may agree to a reduced length under circumstances such as:
    - The property was constructed prior to 1 April 2018 when the 5m requirement came into effect
    - The property does not already have access to parking
    - The residents can demonstrate, via a vehicle logbook, that they have a vehicle registered at the address which is shorter than the proposed driveway length
- The minimum length requirement will increase to 6 meters if the vehicle crossing is to span across a front door. This is to ensure that the area immediately outside the front door is left clear to enable residents to leave as quickly as possible in the event of an emergency without their route being blocked by a parked car.
- Provision for the removal of redundant vehicle crossings when carrying out highway refurbishment / improvement works.

2.5 The proposed policy also includes minor changes such as:

- Further clarification of the policy requirements
- Change in address to send representations
- Further information about highways legislation included
- Further clarification of when planning permission might be required

2.6. Although the proposed policy aims to ensures that the vehicle registered at the address is suitable for a smaller drive (4.7m), the Council has no way of ensuring that only vehicles shorter than 4.7m will park on the driveways – there is a risk that this change will lead to vehicles parked on short driveways overhanging the highway and causing an obstruction.

3 Options/Alternatives

3.1 There are two options available:

3.2 Option 1

Approve the new Light Duty Vehicle Crossings Policy.

The proposed reduction in the requirement for a minimum driveway length to 4.7m will result in more properties qualifying for an LDVC. This will enable more properties to have access to off-street parking, thus, reducing congestion on the highway, and, where appropriate, support electric vehicle charging.

3.3 Option 2

Retain the existing Light Duty Vehicle Crossings Policy

4 Preferred Option

4.1 The preferred option is Option 1.

5 Consultation

5.1 None

6 Financial Implications

6.1 Highways delivered 139 Light Duty Vehicle Crossings (LDVC) within 2022/23, with an expected 100 to be delivered within 2023/24.

6.2 The proposed reduction in the requirement for a minimum driveway length to 4.7m could potentially increase the number of applications received for LDVC's, which would favorably impact the income the Authority generates from this Service.

(John Hoskins)

7 Legal Implications

7.1 Under S184(11) of the Highways Act 1980, any person may request the highway authority to execute works for constructing a vehicle crossing over a footway or verge in the highway and the highway authority may approve the request with or without modification. In determining how to exercise their powers under this subsection the highway authority shall have regard to the need to ensure, so far as practicable, safe access to and egress from premises and the need to facilitate, so far as practicable, the passage of vehicular traffic in highways. The highway authority shall supply a quotation for carrying out the works and when the amount quoted is deposited with the highway authority, it shall, as soon as practicable, execute the works and construct the vehicle crossing.

(A Evans)

8. Co-operative Implications

8.1 Implementing a policy to manage LDVC applications will help the Council achieve its corporate priorities:

- Providing LDVCs will help vulnerable members of the community live independently. Knowing that they have somewhere secure to park their vehicle when they return home and will not have to park some distance away may encourage people to make journeys that they would otherwise not make, thus enabling them to actively engage with the community
- Adopting the new policy will ensure that LDVCs are installed only in locations where it is appropriate to do so. This will ensure that no additional hazards are created in the footpath for pedestrians and in particular ensure that our footpaths remain accessible for wheelchairs and buggies.

(James Mulvaney, Policy Manager)

9 Human Resource Implications

9.1 None

10 Risk Assessments

10.1 The Light Duty Vehicle Crossing Policy was adopted in 2018 and provided residents a right of application for a crossing if there was a minimum of 5m depth within their property. This was to ensure that the residents can park their vehicle fully within their property and not overhang the public highway footway/pavement and cause an obstruction to the highway.

The amendment to the policy to reduce the required depth to 4.7m in certain circumstances could provide additional risks to the Council both financial, operational and reputational.

10.2 Consideration should be given to provide a short frontage agreement for those who require a shorter depth crossing agreement and the agreement should contain conditions to ensure that the vehicle is contained within the property frontage and an actionable outcome should the property not comply with the conditions or overhang/obstruct the public highway. This will mitigate the risk to other road users from any overhanding vehicles.

Vicki Gallacher (Head of Insurance and Information Governance)

11 **IT Implications**

11.1 None

12 **Property Implications**

12.1 None

13 **Procurement Implications**

13.1 There are no procurement implications.

(E Molden)

14 **Environmental and Health & Safety Implications**

14.1 The new policy must ensure that LDVCs are installed only in locations where it is appropriate to do so not creating additional hazards in the footpath for pedestrians and in particular ensure that our footpaths remain accessible for wheelchairs and buggies.

(Neil Crabtree)

15 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

15.1 There are no community cohesion implications arising from the proposals contained within the report

(Natalie Downs, Stronger Communities Manager)

16 **Oldham Equality Impact Assessment, including implications for Children and Young People**

16.1 A paper has been drafted outlining the risks to members of the public of reducing the minimum length of a driveway to 4.7 metres.

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 NEI-03-24

19 Background Papers

19.1 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 : ENVS-02-18
Name of File : Cabinet Report Light Duty Vehicle Crossing policy (2018)
Records held in Highways Department, Moorhey Street Depot, Moorhey Street, Oldham, OL4 1JF.
Available for inspection online at:
https://committees.oldham.gov.uk/documents/s90296/ENVS-02-18%20Cabinet_Report%20Light%20Duty%20Vehicle%20Crossing%20policy.pdf
Officer Name : Daniel Meadowcroft
Contact No : 2049

File Ref : ENVS-02-18
Name of File : Light Duty Vehicle Crossings Policy (April 2018)
Records held in Highways Department, Moorhey Street Depot, Moorhey Street, Oldham, OL4 1JF.
Available for inspection online at:
https://www.oldham.gov.uk/downloads/file/4910/light_duty_vehicle_crossings_policy_april_2018
Officer Name : Daniel Meadowcroft
Contact No : 2049

20 Appendices

20.1 Appendix A – Light Duty Vehicle Crossings Policy April 2024

Light Duty Vehicle Crossings Policy

April 2024

Oldham Council

1 Introduction

1.1 This policy specifies how Oldham Council will deal with applications for the provision of or widening of Light Duty Vehicle Crossings (LDVCs) to a single dwelling, commonly known as ‘dropped kerbs’ or ‘dropped crossings’.

1.2.1 This policy only applies to domestic LDVCs for access to single dwellings.

1.2.2 Applications for medium or heavy duty vehicle crossings (for vehicles ≥ 3,500kg), or for access to multiple dwellings, or commercial premises, are not covered by this policy. In these instances, applicants should contact the Council’s Development Control and Planning service in the first instance as planning permission is usually required.

1.2.3 Although this policy does not apply to crossings other than to a single domestic dwelling, many of the principles of this policy will apply to other types of crossings, so council officers may have regard to this policy when considering applications for other types of crossings.

1.3 The decision to grant a vehicle crossing is at the discretion of the highway authority (in this case, Oldham Council). Oldham Council will normally allow such crossings except where provision or widening will cause demonstrable harm to highway operation, safety or the amenity of the street.

1.4 The policy has been written to:

- Meet legal and planning requirements
- Ensure that the Council deals with requests in a consistent manner
- Ensure construction quality and safety of vehicle dropped crossings

1.5.1 Applications for an LDVC over the footway or verge are investigated and priced individually.

1.5.2 Oldham Council will assess applications in line with this policy but reserves the right to refuse applications on highway safety grounds or for other engineering reasons not specifically covered in this policy.

1.5.3 If the Council agrees to provide an LDVC, the works can only be carried out by the Council. The Council will provide the applicant with a quotation for the cost of the proposed works and if the applicant wishes to proceed, then the costs must be paid for in full before the works begin. The crossing will not be constructed until the driveway is complete.

2 Legislative background

2.1 It is unlawful to drive a motor vehicle over the kerb and across the footway (commonly known as the pavement) in order to gain access to premises where there is no dropped crossing to allow this. This is an offence under section 72 of the Highways Act 1835. Furthermore, Rule 145 of the Highway Code states: "You MUST NOT drive on or over a pavement, footpath or bridleway except to gain lawful access to property, or in the case of an emergency."

2.2 Lawful access to a property may be obtained by applying to the highway authority for a vehicle crossing. Under normal circumstances, it is not lawful to drive over a raised kerb to access a property.

2.3 Any person who drives a motor vehicle across the pavement or verge without an authorised and properly constructed vehicle crossing could cause damage to the surface and kerb, and any underground service cables or pipelines laid beneath the surface. The person responsible for causing the damage would be liable for the cost of repairs.

2.4 **Under Section 184 of the Highways Act 1980,** a person may to apply to the Council for an LDVC. There is no right to the provision or widening of an LDVC to provide driveway access to premises - it is at the discretion of the highway authority as to whether such a crossing should be allowed.

2.5 In determining whether to exercise the powers under Section 184 of the Highways Act, the Council will have regard to the need to prevent damage to a footway or verge and will also have regard to the need to ensure, so far as practicable, safe access to and egress from premises and the need to facilitate, so far as practicable, the passage of vehicular traffic on highways.

2.6 There is a precedent in law, which states that the Council is liable for any hazards that it creates in the highway, Gautret v Egerton (1867) LR 2 CP 371 in which Willes J (the judge) said:

"if I dedicate a way to the public which is full of ruts and holes, the public must take it as it is. If I dig a pit in it, I may be liable for the consequences; but if I do nothing, I am not. Similarly, if a highway already has cellar doors or trees in it, there is no duty on the highway authority to remove them. Having said that, they must not make the situation worse, by, for example, altering a carriageway to a design which increases the likelihood of vehicular collisions with the trees"

2.7 Oldham Council is liable for any hazards that it creates in the highway. Therefore, the Council will not permit the construction of an LDVC in a location where it is considered to be a hazard.

2.8 The provisions of Section 184 of the Highways Act 1980, which empower the highway authority to construct an LDVC, apply only to highway land. The highway authority does not have the power to authorise access to a property over non-highway land owned by a third party, including non-highway land that is owned by the Council. Any applications that would involve crossing non-highway land to access a property will be refused unless that land is owned by the applicant and / or there is an easement (or other legal agreement) in place granting access over that land to the property, which will still be in

place for future owners of the property – in such instances planning permission may also be required.

3 Planning Permission

3.1 LDVCs with accesses onto classified roads (A, B or classified unnumbered roads) require planning permission.

3.2 Planning permission may also be required for listed buildings or properties in a conservation area for any alterations that might be needed to the property, such as constructing a driveway or knocking down a wall to create an entrance. Applicants should contact the Council's Development Control section for advice on this.

3.3 Applicants for affected properties will be asked to provide the relevant planning application number. LDVCs that require planning permission will not be constructed until the highway authority has verified that planning consent has been granted, or that confirmation has been received from the Council's Development Control section that planning permission is not required.

3.4 Where planning permission has been granted, it is still necessary to obtain highway authority consent. A successful planning application does not necessarily mean that highway authority consent will be granted and vice versa. Applicants should liaise with both the planning and highway authority from the outset to avoid any confusion or disappointment.

3.5.1 Sustainable Urban Drainage Systems (SUDS) – Constructing a parking area or driveway on a property may also require planning permission. An applicant who wishes to construct a parking space in their front garden greater than 5 square metres in area must either use a permeable form of construction, or obtain planning permission from the Council. This requirement was introduced to reduce the risk of flooding by allowing more water to soak away into gardens.

3.5.2 Furthermore, it can be an offence under Section 163(1) of the Highways Act 1980, to allow surface water from private land to flow on to or over the footway of the highway.

3.5.3 Where the applicant wishes to construct a driveway of unbound materials (e.g. gravel), to comply with SUDS requirements, they must include a strip of at least 1m of hard standing (e.g. tarmac, concrete or block paving) across the full width of the driveway at the property boundary. This is to prevent loose materials being dragged from the property onto the highway.

3.5.4 Applicants who wish to retain grass for aesthetic or SUDS purposes, must ensure that they prevent mud from being dragged onto the highway. Reinforced grass may be used, or a strip of grass between two-wheel tracks, however, no part of the wheels should come into contact with any loose soil or mud.

4 LDVC Requirements

4.1 The Council takes the following requirements into consideration when determining an application for a new or extended LDVC:

4.2.1 Size of the intended parking area – The parking area must be at least 5 metres deep and 3 metres wide – exceptions are outlined in 4.2.4, below.

4.2.2 If the driveway also forms part of the primary means of pedestrian access to the property, it should be a minimum 3.2 metres wide.

4.2.3 Applications will be refused if the length of the driveway is less than 5 metres from the back of the pavement to the front of the building as this may result in the parked vehicle overhanging the highway. Vehicles must be parked perpendicular (at a right angle) to the highway. Requests for bays to be parallel to the highway or where the vehicle will need to be parked at an angle will not be accepted. This would restrict driver visibility and require an unacceptable number of vehicle movements over a footway, possibly causing a hazard and nuisance to pedestrians. It will usually be expected that the vehicle will be able to enter and leave a frontage in one manoeuvre.

4.2.4 The Council may agree to reduce the distance to an absolute minimum of 4.7 metres for a residential property if the applicant can demonstrate, via the vehicle logbook that the vehicle will not overhang onto the highway (including the footpath) and cause an obstruction.

4.2.5 Please note that where the Council does agree to a driveway length shorter than the 5-metre requirement, this does not in any way authorise the parking of any vehicles overhanging the highway and the Council will use any current or future enforcement powers available to it to tackle this behaviour.

4.2.6 Please note that paragraph 4.2.4 does not apply to any properties that

- already have access to allocated or off-street parking
- were built since 1 April 2018
- have a suitable alternative area for parking within their property
- have reduced the space available for parking within the property, for example by constructing a porch or an extension
- fails to meet one or more of the other criteria in this policy

4.2.7 If the driveway is directly in front of a garage, the minimum length required is 5.5 metres. This will allow sufficient space for the garage door to be opened with the vehicle standing clear of the highway.

4.2.8 If the vehicle crossing is to span across the front door (or other main access) to the property, then the minimum length required is 6 metres. This is to ensure that there is enough space on the driveway to allow a vehicle to park but leaving the area immediately outside the front access clear to enable residents to leave as quickly as possible in the event of an emergency without their route being blocked by a parked car.

4.2.9 Where the minimum distance at the front door cannot be met, there must be a full-height kerb at this location.

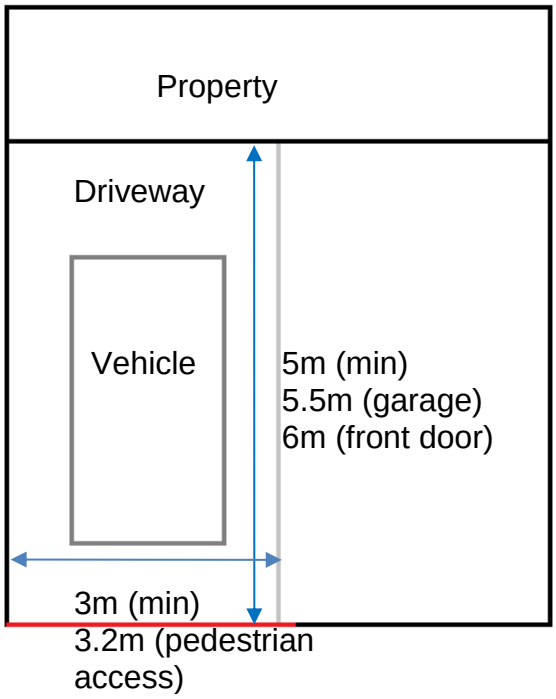


Fig. 4.2 – Minimum dimensions of parking area

4.3.1 Kerb Length – The minimum length of a new LDVC is 3 standard sized Bull-Nosed (flat) kerbs plus up to and 2 Transition* kerbs. The length of a standard sized kerb is 914mm.

4.3.2 Creation or widening of an LDVC to a kerb length greater than 6 Bull-Nosed kerbs (approx.. 5.5 metres) per property will not be permitted. Excessively long dropped kerbs may have a detrimental effect on the amenity of the street and the provision of kerb side parking. Research has shown that excessive lengths of dropped kerbs make it difficult for a person who is blind and using a long cane or a guide dog to follow the kerb line.

*Transition kerbs are shaped to link the standard height kerb to the dropped kerb.

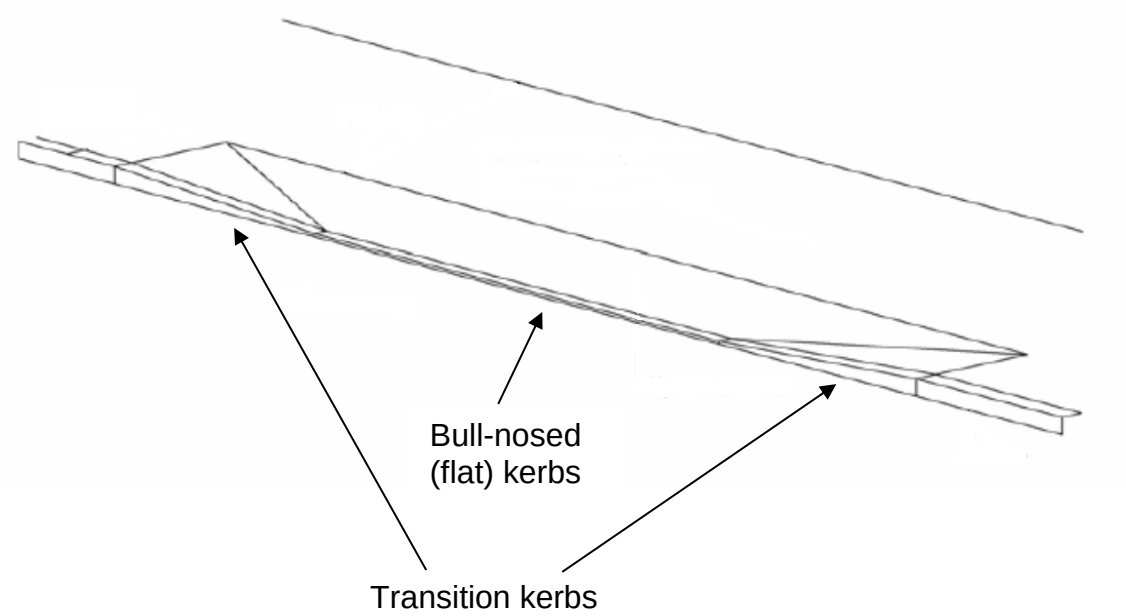
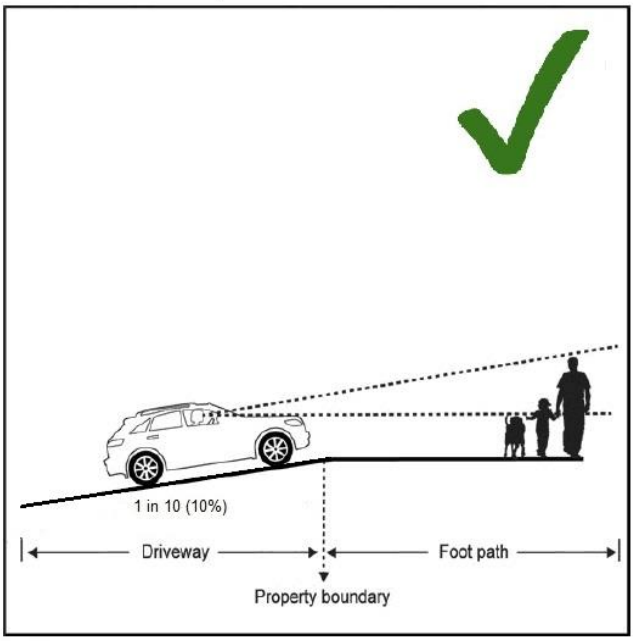
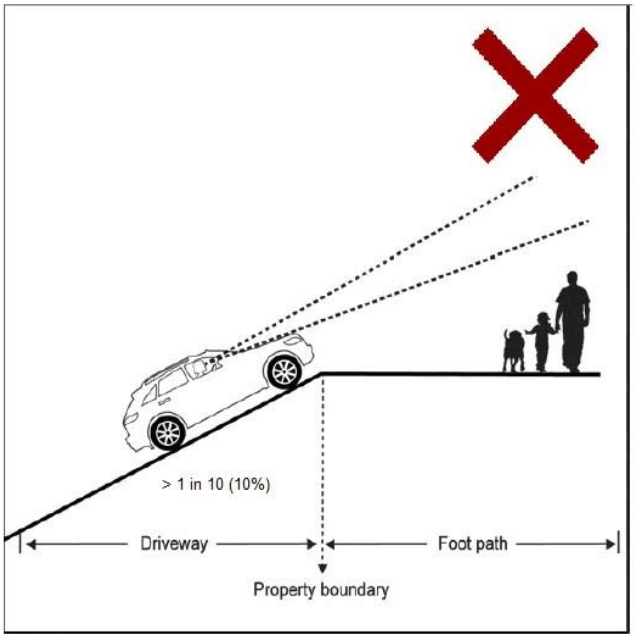


Fig 4.3 – Diagram of kerb types

4.4.1 Driveway Gradient – An LDVC will not be allowed where the parking area within 5 metres of the rear of footway is of greater gradient than 1in10 (10%). This could cause difficulties for the driver entering and exiting the driveway and reduce visibility of pedestrians and vehicles on the highway.

4.4.2 Steep driveways can also result in a severe change in gradient between the driveway and highway to an extent where there is not enough clearance for a car to be able to enter or exit the driveway without scraping the underside of the car, or its bumper, to scrape on the highway. The council will not change the level of the highway to accommodate a vehicle crossing – it is the applicant's responsibility to ensure that their driveway is constructed at the appropriate gradient.





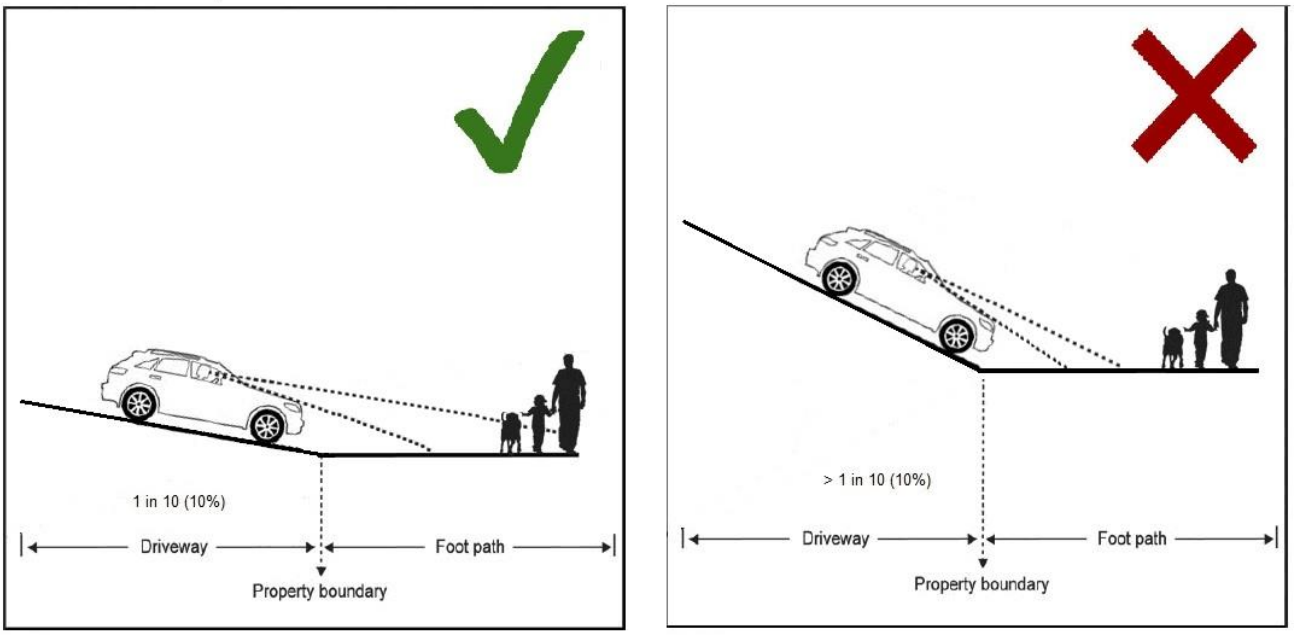


Fig. 4.4 – Driveway gradient

4.5.1 Footway Drainage – LDVCs need to ensure that pedestrian areas are properly drained and are neither washed by runoff or subjected to standing water. There should be a crossfall of at least 1in40 (2.5%) to allow water to flow from the footway onto the carriageway. When constructing a hardstanding, it is the applicant's responsibility that the hardstanding is level with the highway at the property threshold.

4.5.2 In no circumstances will it be acceptable to allow water to flow from the footway onto the property. This could lead to a property being flooded.

4.5.3 Where sufficient crossfall cannot be achieved without maintaining the desired driveway gradient (see Sec 4.4.1), the application will be refused. Standing water on the footway can be a danger to pedestrians, especially during winter months when it could freeze.

4.6.1 Junctions and Roundabouts – The Council will not allow an LDVC closer than 10 metres to a junction or roundabout (including mini-roundabouts) on an unclassified road or 15 metres on a classified road. This distance will be extended to at least 20 metres* on all road types for a junction with traffic lights. When located too close to a junction, there is an increased risk of conflict between vehicles using the junction and the LDVC.

*this distance may be extended subject to section 5.8.1.

4.6.2 Where a property is situated on the junction of a major road and a minor road, the LDVC should be located on the minor road wherever possible.

4.7.1 Visibility – A visibility splay of 1m x 1m must be provided either side of the driveway to ensure inter-visibility between pedestrians using the footway and a vehicle

manoeuvring from the drive onto the highway. Pillars, fences, walls or planting greater than 0.6 metres in height will not be allowed within this area as it would obstruct the view of a driver to a child or buggy on the footway.

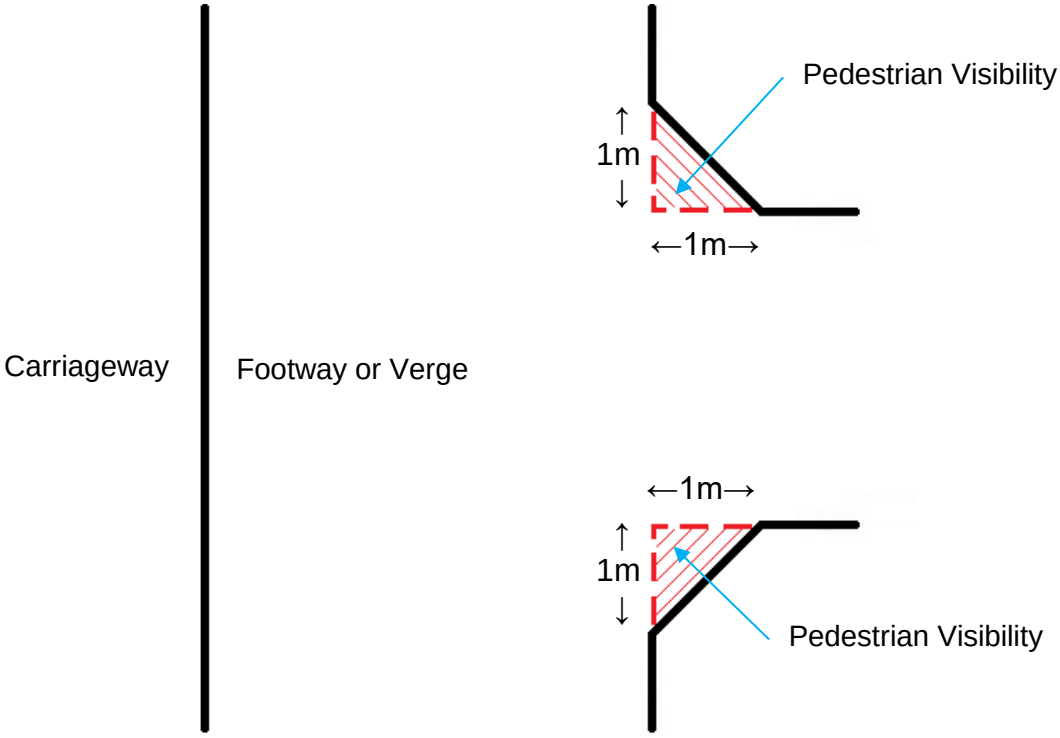


Fig 4.7.1 – Pedestrian visibility splay

4.7.2 When a vehicle is being manoeuvred from the driveway, there must be adequate visibility for the driver to see oncoming traffic and vice versa. On a flat road at a position of 2 metres (X distance) back from the kerb edge, a visibility splay of 25 metres (Y distance) along the kerbline in either direction will be needed on a road with a 20mph speed limit. On a road with a 30mph speed limit, a Y distance of 43 metres would be necessary. Visibility requirements for roads with a higher speed limit or on a hill will be assessed on an individual basis using the guidance detailed in “Manual for Streets 2” or any superseding document.

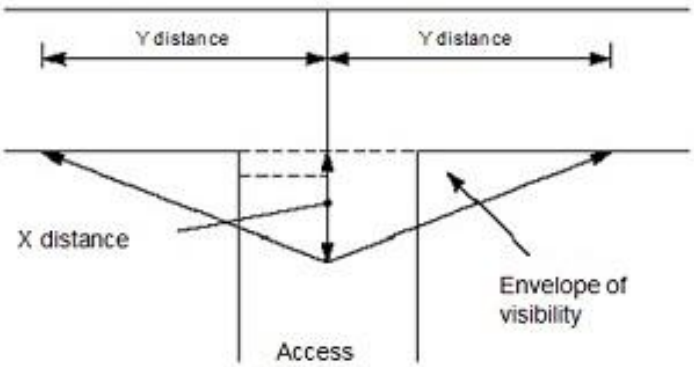
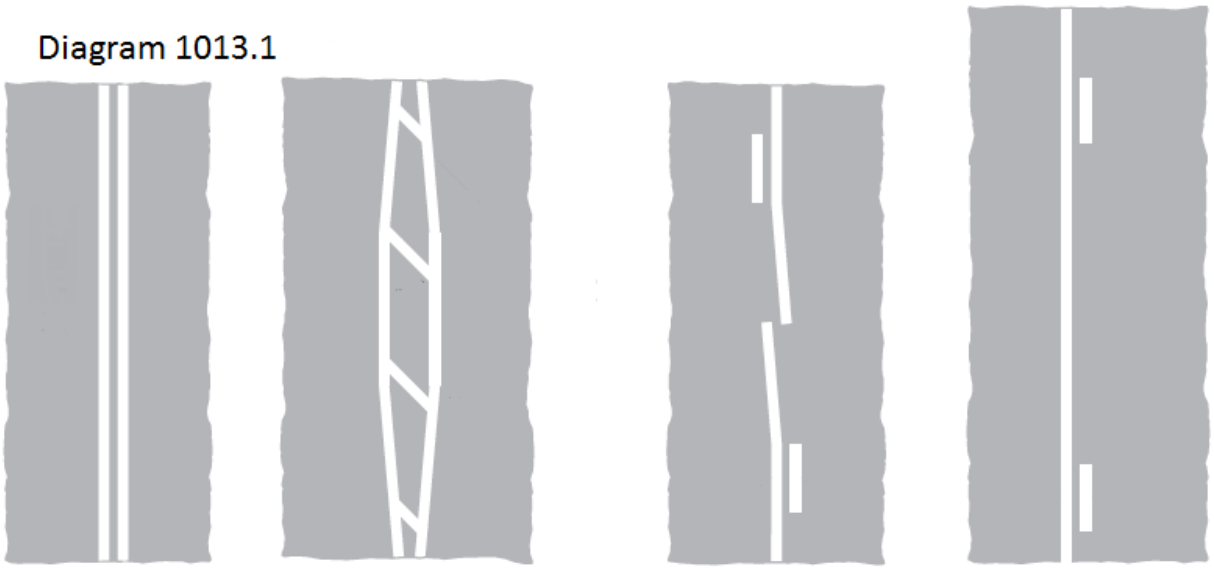


Fig 4.7.2 Vehicular visibility splay

4.7.3 Any location where there is a single or double solid white line in the centre of the carriageway, as per Diagram 1013.1, will be deemed to have insufficient visibility even if it meets the distance criteria in 4.7.2.

Diagram 1013.1



4.8.1 Difference in Footway/Carriageway Levels – Applications where the footway is significantly higher than the carriageway will be assessed on an individual basis. Any additional works identified should be paid for in full by the applicant and completed before the construction of the LDVC commences.

4.8.2 As a general rule the following criteria shall apply:

- Alterations to a highway structure, such as a retaining wall, will not be permitted.
- The gradient of the LDVC should be a maximum of 1in10 (10%) across the footway (from the driveway to the road).
- The footway should be re-profiled to a maximum gradient of 1in40 (2.5%) to facilitate wheelchair access – given the hilly nature of some parts of the borough, this may not be achievable, in which case, the gradient should not increase from its existing level.
- This may mean that an extensive length of the footway would have to be re-profiled to achieve the desired gradients. This could expose the foundations and affect the stability of garden walls/fences. Therefore, existing walls/fences would have to be removed prior to the works commencing.
- Oldham Council will not agree to re-profile a footway where it will alter the level outside another property. In such cases the application will be refused.
- Many utilities are located in footways and verges. Re-profiling a footway would most likely require the relocation of utility apparatus. Prior to granting a vehicle crossing access, the applicant will be required to pay for a trial dig to verify the depth of any services. It would then be the applicant's responsibility to liaise with the relevant utility companies to relocate their apparatus (See section 5.2).

4.8.3 Where the carriageway is higher than the footway, the application will be refused. This would lead to water flowing from the highway onto the property, potentially leading to flooding.

4.9 Gates – It is an offence under Section 153(1) of the Highways Act 1980 to allow a gate to open outwards towards the highway. Any gates fitted outside a property must be fitted in a manner that they open inwards or sideways for sliding gates – in all circumstances, gates must not open onto the highway.

4.9.1 If a gate is to be used, the length of the driveway will need to be increased so that there is sufficient room for the gate to be opened and closed whilst a vehicle is parked on the driveway. (See section 4.2.1)

5 Obstructions

5.1.1 Where there is a physical obstruction to a proposed LDVC, or its construction will have a detrimental impact on traffic, then the application will be refused, unless the obstruction can be overcome by technical means (such as relocation). In all cases, any accommodation works to overcome obstructions must be paid for in full by the applicant and the works must have been completed before the LDVC is constructed.

5.1.2 If the obstruction is unable to be relocated, or the resident chooses not to pay the costs of relocation, the obstruction must be behind at least one full-height kerb to prevent it from getting hit by vehicles manoeuvring on and off the driveway. The vehicle crossing will begin by placing the transition kerb adjacent to the full height kerb protecting the obstruction.

5.2 Utility Apparatus – Location of Telegraph poles or other Statutory Undertaker apparatus – Where the LDVC affects the location of a telegraph pole, a utility box or chamber or other elements of the utility network, the applicant will need to obtain agreement from the Utility concerned to move/alter the apparatus. The Utility will, in turn, need the agreement of Oldham Council to move the apparatus to the new location. In all cases, all costs for the relocation of the apparatus will be a matter of negotiation between the applicant and the utility company. The Council will not install an LDVC until all affected apparatus have been relocated.

Please note that the cost of relocating utility apparatus can be prohibitive, potentially in the tens of thousands of pounds.

5.3 Street lighting columns – Street lighting columns are arranged to provide an even level of illumination to the highway for safety reasons. Relocating them to facilitate an LDVC may affect the level of illumination offered and if this cannot be overcome by technical means, then the application will be refused. If it is acceptable to move a column, then all costs of the relocation will be charged to the applicant.

5.4 Highway Trees – An LDVC will not be allowed where its construction would require either the removal of, or cutting the roots of, a healthy highway tree. Generally, the Council will only agree to the removal of a highway tree if it is dead, diseased, dying, or considered to pose a health and safety risk. In all cases, where it is agreed to remove a tree, the applicant will be required to pay for the cost of its removal and for three replacements to be planted.

5.5.1 Bus Stops – An LDVC will not be allowed where there is potential for conflict with buses using bus stops. No LDVCs will be permitted:

- within bus stop clearway markings
- within *5.5 metres in front of the bus stop pole
- or within *17.5 metres to the rear of the bus stop pole

*These distances are necessary to ensure that a bus has sufficient space to pull into a bus stop, straighten up, and drive away from the stop free from obstruction. However, they may need to be increased in special circumstances such as for double bus stops or stops that serve articulated (bendy) buses.

5.6 Road humps - where an applicant requests a new vehicle access crossing or seeks an extension to a vehicle access crossing in circumstances where an existing road hump or similar feature is judged to create an unacceptable hazard or hindrance to the operation of the crossing, the application will not be approved.

5.7 LDVCs are not suitable at pedestrian crossing points. Blind or partially sighted people need to be able to distinguish between LDVCs and places where it is safe to cross. Where there is a pedestrian crossing point, the LDVC should be constructed separately with at least one full-height kerb stone between the LDVC's transition kerb and the pedestrian crossing's transition kerb.

5.8.1 Traffic Signals – LDVCs should not affect the operation of traffic lights. The Council will not allow an LDVC on any side of the road where traffic regularly queues at traffic signals or within 20 metres of a set of traffic lights.

5.8.2 Crossings Points – LDVCs will not be permitted within the confines of the zigzag lines at a controlled crossing, such as a zebra or pelican crossing.

5.9.1 Cycle Lanes – LDVCs will not be permitted over a shared use footway / cycleway, over a cycle track or over a mandatory cycle lane in the carriageway. LDVCs may be permitted over an advisory cycle lane if it assessed to be safe.

5.9.2 A mandatory cycle lane is distinguished by a solid white line between the main carriageway and the cycle lane. For an advisory cycle lane, this white line is broken. Motorised vehicles are not permitted to enter mandatory cycle lanes and should not enter advisory cycle lanes unless the driver has seen that it is safe to do so.

Mandatory Cycle Lane

Advisory Cycle Lane

5.10.1 Designated Parking bays – The Council has the power to enforce the prohibition of parking in front of a dropped crossing. However, this power does not apply to designated parking places (e.g. laybys or other areas constructed for parking), or

any area on the carriageway where parking is specifically authorised, such as a marked parking bay.

5.10.2 An LDVC will not be permitted in a designated parking place.

5.10.3 In areas where parking is specifically authorised, such as in marked parking bays, the applicant will also have to apply for Access Protection Markings and pay to have any existing road markings amended. This is so that motorists are able to distinguish between where they are and are not allowed to park. If the road markings are not amended, then the Council will not be able to enforce the prohibition of parking in front of the dropped kerbs.

6 Enforcement of Illegal Crossings

6.1 The unlawful act of driving a motor vehicle over the kerb and across the footway (commonly known as the pavement) in order to gain access to premises where there is no dropped crossing could be subject to formal action by the Council or the Police. The Council's approach to enforcement will be to offer advice and guidance as the first and preferred way to deal with illegal crossings. However, the Council will use formal powers, where necessary, to prevent illegal crossings.

6.2 The Council has a number of formal options under Section 184 of the Highways Act 1980, available to it to prevent illegal crossings. For example, serving a notice on the occupier/owner of the property, imposing conditions on the use of a crossing or to carry out work to construct an LDVC and re-charge the occupier/owner. There is a right of appeal to the Secretary of State in relation to the service of a notice under Section 184. Other measures could include installing physical barriers, such as guardrails or bollards to prevent access to the driveway where a crossing is not permitted.

7 Removal of Redundant Dropped Kerbs

7.1 When carrying out works to refurbish or improve the highway, Oldham Council will remove any dropped kerbs where it reasonably believes that the crossing is no longer in use and construct a full height kerbline. For example, where the access to a property has been closed off by a fence or wall.

8 Representations

8.1 In some cases, applicants may not be entirely satisfied with the outcome of their application. In situations like this, any representations should be made in writing to the Head of Highways at Oldham Council, Moorhey Street Depot, Moorhey Street, Oldham, OL4 1JF.

8.2 Any representations should include details of why the applicant thinks they have grounds for an appeal, such as, that the policy has been incorrectly applied, or there are special circumstances as to why this policy should not apply to their property.

8.3 The Council will not consider an applicant's individual circumstances when making its decision. When an LDVC is constructed, it will be permanent, even after the applicant's personal circumstances may have changed or they have moved out of the property.

8.4 Any decisions made will be considered on their own individual merits and on whether the proposed location of the crossing is in an appropriate place. The Council will not take into account any historic crossings at nearby or similar properties that were constructed according to requirements at that time.

Part A - Report to CABINET

A Local Response to the National Housing Crisis

Portfolio Holder:
Cllr Elaine Taylor, Deputy Leader and Cabinet Member for Housing, Planning and Licensing

Officer Contact: Emma Barton, Deputy Chief Executive (Place)

Report Author(s):
Shelley Kipling, Assistant Chief Executive
Paul Clifford, Director of Economy
Nasir Dad, Director of Environment
Neil Consterdine, Assistant Director Youth, Leisure and Communities
Lee Walsh, Assistant Director Finance
Victoria Wood, Head of Housing Needs

Date: 18 March 2024

Reason for Decision

In tackling the current housing crisis and unprecedented demand for housing services, this report highlights a number of key immediate resource asks to support a local response in Oldham to improve access to housing support for our residents, to accelerate house building so Oldham's residents have access to more social homes, and to bring online more temporary homes which are much needed for residents in emergency accommodation situations as a result of the cost of living crisis, domestic abuse, or change to family circumstances.

Executive Summary

Over 7,000 people are waiting for a social home in Oldham on the housing register, with thousands more currently applying to get on the register; while 500 households are living in temporary accommodation as there simply is not enough truly affordable properties, of the right size in the borough to move people out of their temporary lodgings. Importantly, this includes 500 children in these temporary living arrangements.

Families and households across Oldham are facing many challenges as a result of the cost of living crisis - housing is a massive factor in this due to increased rents and mortgages following a decade of high inflation and interest rates. Oldham doesn't have the enough housing to meet the changing needs of peoples circumstances; namely enough truly affordable homes. This acute shortage of housing, particularly social and genuinely affordable housing, has led to spiraling rents and house prices. Many young people and families on low to middle incomes struggle to afford to rent or buy a decent home, and therefore overcrowding, evictions, rent arrears and homelessness are all on the rise.
Cllr Shah, the Leader of the Council and Cllr Taylor, Deputy Leader and Portfolio Holder for Housing and Licensing held a round table discussion with housing associations, private landlords, housing developers, lettings agents and other industry experts, where they also explored the lived experiences of Oldham's residents with the Poverty Truth Commission. This insight was added to the concerns and

complaints from direct residential feedback, and it was clear that there was a need for local action, partnership and collaboration to provide a local solution to these housing challenges here in Oldham.

These challenges are part of a national housing crisis, however Government policy changes and funding programmes are not mobilising quickly enough to support communities and residents who deserve better access to housing support. This report seeks approval to provide investment for the local response to the national housing crisis and includes proposals for: redeployed staffing resources; options for improving service delivery models; and, new programmes of activity for refurbishing, leasing, purchasing, and / or building new homes for the purposes of both temporary accommodation and to ensure Oldham residents have more access to truly affordable social homes.

Recommendations

Cabinet are asked to approve the funding and delegations as set out in this report to support a local response to the national housing crisis, noting the commercial, legal and financial details set out in the part B report:

1) Approval and delegation to the Deputy Chief Executive (Place) in consultation with the Directors of Legal and Finance, and the Deputy Leader / Portfolio holder for Housing and Licensing for an additional revenue allocation of £2.162m to provide a dedicated response and local investment to respond to the housing crisis; detail as set out in part B report, but in summary:

    - To make fixed term grant funded posts within the Housing Options Service permanent to ensure stability and staff retention within the Services.
    - To improve customer service capacity in Access Oldham and ensure residents are supported by reducing waiting times for face to face appointments, and on the phone lines.
    - To enter into a long term leasing agreement to provide access to 47 accommodation units for Temporary Accommodation (TA) provision through a private landlord.
    - To procure and enter into a contract with an external provider to deliver the Out of Hours Emergency Homelessness Support Service for a period of 12 months.
    - To accelerate housing delivery through the recruitment of a dedicated team with funding for feasibility / business case development work**.**
    - To improve housing standards through dedicated and proactive enforcement.
    - To bring on-line an additional unit for emergency accommodation for rough sleepers.

2) Approval and delegation to the Deputy Chief Executive (Place) in consultation with the Directors of Legal and the Deputy Leader / Portfolio holder for Housing and Licensing for an additional £1m investment to provide a local response to the housing challenges will be reviewed during the first quarter of the 2024/25, with any drawdown on the additional resources reported to Cabinet in the 2024/25 Quarter 1 Revenue & Capital Monitoring Report.

3) Approval and delegation to the Deputy Chief Executive (Place) in consultation with the Directors of Legal and Finance, and the Leader of the Council / Portfolio holder for Reform and Regeneration and the Deputy Leader / Portfolio holder for Housing and Licensing to draw down from the Flexible Housing Fund capital allocation with the Creating a Better Place Capital Programme to a maximum value of capital investment of £10m as set out in the part B report, but in summary:

    - To purchase / acquire properties for conversion to TA units / Children's care homes as needed.
    - To purchase / acquire empty properties across the borough and bring them back into use as socially affordable homes.

- To accelerate the development and delivery of social house building on Council land
- To support partners to accelerate the development and delivery of social house building where viability is proven to be a challenge.

4) Approval in principle to accelerate property acquisition using Compulsory Purchase Powers as needed, with delegation to the Deputy Chief Executive (Place) in consultation with the Directors of Economy, Legal and Finance, and the Leader of the Council / Portfolio holder for Reform and Regeneration and the Deputy Leader / Portfolio holder for Housing and Licensing.

A Local Response to the National Housing Crisis

1 Background

1.1 Nationally we find ourselves in a housing crisis where demand for homes far out strips supply. The number of households who are finding themselves in crisis due to the current economic climate; who are not able to afford their homes; or who are now finding themselves at risk of becoming homeless, is increasing.

1.2 In Oldham, we have seen an increase in demand for housing services that the current Council infrastructure just cannot support.

1.3 In tackling the current housing crisis and unprecedented demand for housing services, this report highlights a number of key immediate resource asks to support a local response in Oldham to improve access to housing support for our residents, to accelerate house building so Oldham's residents have access to more social homes, and to bring online more temporary homes which are much needed for residents in emergency accommodation situations as a result of the cost of living crisis, domestic abuse, or change to family circumstances.

2 Current Position – The Local Housing Crisis

2.1 Oldham's Housing Services are in crisis as the increasing demand for the service far outweighs the staffing capacity to manage this alongside a lack of suitable accommodation both temporary and longer term. The Out of Hours support being provided by the service is also at a crisis point due to an exponential increase in demand with current staffing capacity not being able to manage this and impacting on staff wellbeing.

2.2 Post-pandemic, when Access Oldham reopened, the volume of support needed for Oldham's residents has led to lengthy delays waiting for assistance on the phone, via email and in person, and this is in parallel with staffing recruitment challenges linked to funding availability and a scarcity of housing professionals. The volume of continued increasing demands has resulted in a significant backlog of housing applications and homelessness assessments. This level of service is unacceptable for Oldham's residents who are waiting for hours to access help and support on the phone or in person at Access Oldham. Due to the sheer volumes of email queries, some remain unanswered for pro-longued periods of time and understandably, residents are frustrated by the inability to seek help and support at times of real crisis in their lives.

2.3 This situation has also impacted on staff health and wellbeing, who are facing unprecedented levels of demand and are continually trying to provide a service without having the resources, homes or accommodation options to support the needs of Oldham's communities: and it is very emotionally challenging when help simply cannot be provided to those in need. This has resulted in an increase in staff absences and turnover, which in turn has left the service without a full complement of staff: further impacting on a spiral of pressure and challenge on a broken system. Emergency / reactive service delivery and continual prioritization takes place at the expense of homelessness 'prevention' work – this position is unacceptable and unsustainable to both the staff in the team and more importantly the residents in Oldham's communities who are in desperate need of help, support, advice and housing accommodation.

2.4 The supply and demand challenges are evidenced in the performance data collated in the dashboards illustrated below;

2.4.1 Increased levels of footfall through Access Oldham:

Access Oldham	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
Housing Options (people seen)	1103	1302	1561	1426	1546	1740	1770	1716	741	1341
% of overall footfall	32%	32%	36%	36%	37%	41%	38.8%	41.8%	32%	34%

2.4.2 Increased telephone calls to the team:

Month	Calls offered	% Answered
April	2314	63.09
May	2526	61.20
June	2739	67.61
Jul	2673	69.85
Aug	2568	66.0
Sep	2573	61.33
Oct	2573	65.73
Nov	2172	72.56
Dec	2069	82.50
Jan	3209	77.38

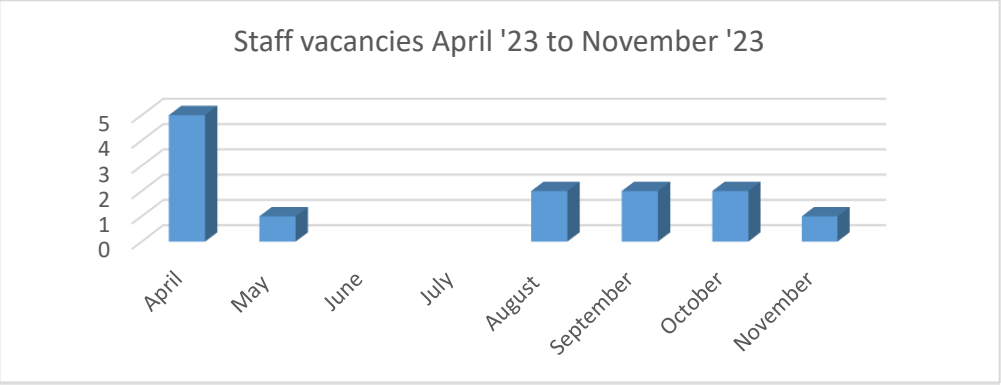
2.4.3 High volume of web referrals and email contact from customers

Month	Number of Duty to Refers Forms Received
April	679
May	737
Jun	668
Jul	767
Aug	688
Sep	680
Oct	716
Nov	668
Dec	569
Jan	881

2.4.4 High volume of homelessness presentations and households in TA:

Total Homeless cases as of 15/09/24	1,824 (averages 202 per officer)
Total households in TA as of 15/09/24	573 (averages 143 cases per officer)

2.4.5 Housing Options Services – vacancies



2.5 As well as an internal review of service delivery, the Council has also looked externally at our partnerships and key stakeholders to work with us to tackle some of the issues Oldham faces with regards to the housing crisis.

2.6 The Council held a 'roundtable' event in February 2024 bringing together key partners and organisations to discuss some of the challenges within the housing market. After showcasing some of the experiences of Oldham's residents from the Poverty Truth Commission, housing partners around the table reflected on the national crisis impact on housing standards, supply and increasing demands.

2.7 Partners signed up to various pledges to work in collaboration to tackle some of the issues head on and provide an integrated local response to the housing challenges Oldham is facing. Some of those pledges were:

- **Social landlords to formally sign up to the joint protocol in relation to housing standards.**
- **Private landlords to sign up to the GM Good Landlord Charter.**
- **Developers agreed to work with the Council to start building more homes.**
- **The Council committed to facilitating the building of 500 social homes within the next 5 years; and**
- **Agreement was confirmed on the importance of carrying out a stock condition survey and to step-up enforcement action to tackle disrepair issues.**

Local Response 1: Workforce capacity within the Council to meet levels of demand

3.1 Staff turnover has been significant over recent months, we haven't been able to recruit to posts and the lack of permanency (due to fixed term external grant funding arrangements for parts of the housing service) has been sighted as one of the reasons why the team members have sought alternative more permanent employment elsewhere.

3.2 Proposal is to consider making these fixed term positions permanent and create a level of stability within the team. As the funding for these posts is external grants on a rolling basis, should the funding ever be at risk of non-reoccurrence alternative funding or staffing levels will need consideration at that time.

3.3 The staffing capacity within the Contact Centre and within Access Oldham is not enough to meet the current demands of local residents. As a temporary measure to respond to the needs of residents, staff have been redeployed from other service areas to ensure help and advice can be provided. Given the positive response this additional staffing capacity has had, we would like to make this permanent and therefore need additional funds to allow recruitment / backfill the seconded positions.

3.4 In addition the Council will be going live with a new housing system, called Locata, at the end of March 2024 which will hold Oldham's housing register and manage the allocation of socially rented homes within the Borough. This system will support residents with their housing applications by ensuring they upload the relevant information while attaching the evidence to their application: removing the need to repeat calls / emails to chase progress.

3.5 Further legal and financial details relating to this local response are set out in part B of this report.

Local Response 2: Out of Hours Emergency Homelessness Support

4.1 The Out of Hours Emergency Homelessness Support Service is a telephone-based service that residents can contact outside of usual office hours: Monday - Friday 5pm-9am overnight support, and Saturday – Sunday 24hours support.

4.2 The officer who answers the telephone will undertake an assessment to ascertain if the resident and their household is without accommodation that night. If the resident has accommodation, they will be re-directed to the Housing Options Service who will provide help, advice and support the next working day. If the resident and their household does not have accommodation available to them that evening the officer will make arrangements to secure emergency accommodation for them (usually hotel / B&B accommodation). The resident will then be contacted the next working day by a member of the Housing Options Team to undertake a homelessness assessment in the usual way.

4.3 Given the significant increases to staff workloads, hours of working and to protect the health and wellbeing of employees; alternative arrangements have been explored to support the Out of Hours Emergency Homelessness Service.

4.4 The Council has a statutory obligation to ensure there is 24/7 homelessness support for residents and therefore alternative options have been explored including: the Emergency Duty Team (Adults / Childrens Out of Hours service); or utilising the MioCare Out of Hours service; however neither option was sustainable. Therefore provision of dedicated out of hours emergency homelessness support duties was commissioned on a temporary basis while a full options appraisal was undertaken.

4.5 A full procurement exercise is now underway with a view to appointment an external provider to cover out of hours emergency homelessness support for a period of 12months. Further details are set out in the part B report given the commercial sensitivities during an open procurement process.

Local Response 3: Temporary Accommodation Provision – Long Term Leasing

5.1 The Council is experiencing acute homelessness pressures that is resulting in an unprecedent number of households accommodated in TA. Continuation of the current trend is unsustainable and would likely result in significant budgetary pressures. Moreover, it could result in potential reputational damage if the Council becomes unable to meet its statutory functions, specifically relating to its ability to provide suitable interim accommodation in accordance with the Housing Act 1996 as amended by the Homelessness Reduction Act 2017.

5.5 Furthermore, the Council is experiencing unique pressures on TA with over 560 households residing in TA (as of Feb 24). In contrast, as at Dec 2022, the Council had 318 households in TA – this represents an over 60% increase in the number of households accommodated in TA over a 14 months' period. This annual rate of increase is unsustainable hence, the Council must proceed to deliver on its strategic priorities by utilising the full capabilities of the TA Framework.

5.3 In February 2023, Cabinet approved the Council's Temporary Accommodation (TA) Framework. Officers have mobilised the delivery phase and began engaging with potential providers to deliver the agreed Framework. This response seeks approval to call-off the Framework to appoint following a recent successful tender exercise, for 47 dwellings (initially) and a mixture of houses and flats ranging from 1 bedroom to 4 bedrooms. Further details are set out in the part B report for the commercial and financial details.

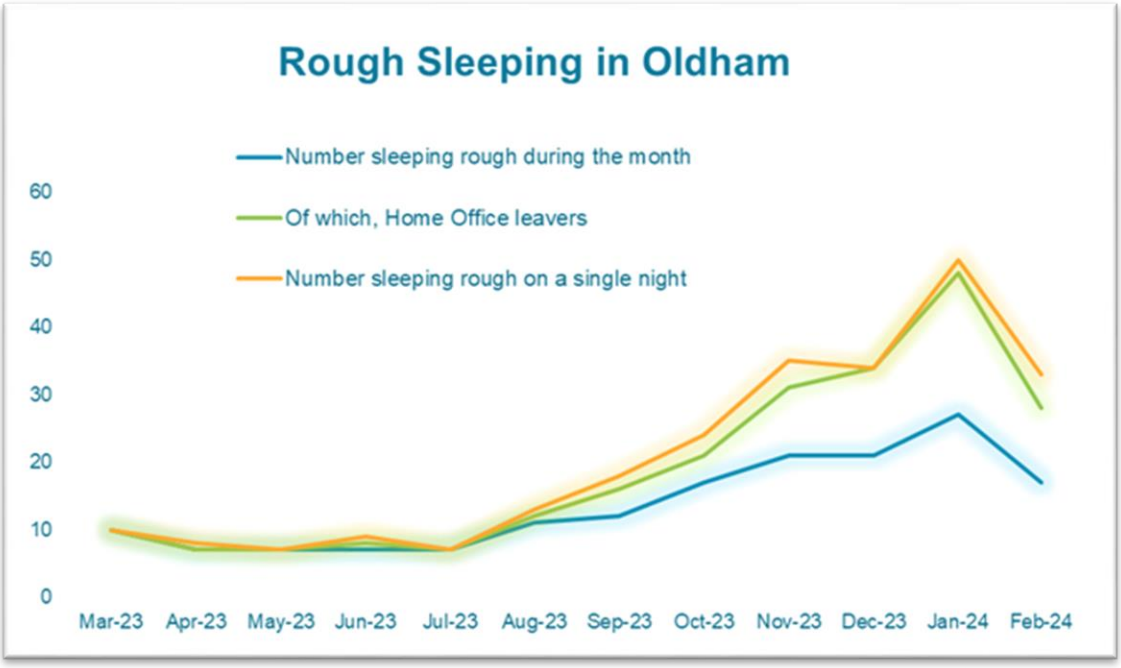
5.4 The national housing crisis/shortage has been prevalent for almost two decades – based on demographic, life expectancy and migration forecast it's reasonable to assume that the Council

would require access to some form of TA if the current homelessness trend continued. Therefore, taking this proactive approach will offset significant spend in the longer-term.

Local Response 4: No Second Night Out / Emergency Accommodation

6.1 Rough sleeping is the most visible form of homelessness, and is defined as people sleeping, about to bed down (sitting on/in or standing next to their bedding) or actually bedded down in the open air. This could be on the streets, in tents, doorways, parks, bus shelters or encampments, in buildings or other places not designed for habitation.

6.2 Rough sleeping has been increasing in Oldham since September 2023, with the sharpest increase particularly attributed to new rough sleepers. A particular trend amongst new rough sleepers is that, increasingly, they are individuals who have become homeless after being given notice following a positive decision on their asylum application by the Home Office. This trend is in line with accelerated decision-making processes which has taken place across the region and is being seen across several local authorities in Greater Manchester.



6.3 Oldham Council has, for a significant period, followed a “No Second Night Out” (NSNO) approach towards rough sleeping, whereby when someone is found to be sleeping rough by its outreach teams, accommodation is arranged to prevent them from returning to the streets (*for a second night*). However, in line with the Government’s Ending Rough Sleeping for Good Strategy, the focus on rough sleeping has been on ensuring it is ‘Rare, Brief and Non-Recurrent’.

6.4 The Council has therefore focused efforts on outreach support and move-on from existing accommodation, rather than NSNO. Since December 2023 however, factors such as accelerated Home Office decision making and the Cost-of-Living crisis have placed additional pressure on Housing and other services and we have seen an unprecedented increase in the levels of rough sleeping in Oldham.

6.5 Oldham shares a Rough Sleeping Initiative (RSI) outreach team with Rochdale Council, which is provided by Sanctuary Trust. This team has workers who go out regularly across the borough, throughout the night, visiting reported rough sleeping sites and engaging with individuals. The Council also has its own Rough Sleeping Coordinator who holds central intelligence and referral information in relation to rough sleeping in the borough. A Homelessness Addiction Support Service Team, including a shared RSI Dual Diagnosis Service, is also commissioned by Public Health to support rough sleepers with substance misuse issues.

6.6 Utilising funding from GMCA, the Council commissions an A Bed Every Night (ABEN) rough sleeping accommodation service to provide. This is comprised of 22/23 (one emergency space) beds, plus a further 6 beds for people with no recourse to public funds. The service is consistently full with a waiting list.

6.7 Severe Weather Emergency Protocols (SWEP) is a response to periods of extreme weather, typically when the temperature drops to zero degrees or below and is designed to prevent the deaths of people sleeping rough and has historically had positive outcomes in terms of engaging people who would not typically accept accommodation throughout the rest of the year. When this happens, the Council will facilitate emergency accommodation for people sleeping rough or at severe or imminent risk of doing so.

6.8 In 2022/23, Oldham made 47 placements via SWEP, an increase of 41 placements on the previous year. So far in 2023/24, Oldham has made 53 placements; some of these placements were individuals placed more than once or were later accommodated by the statutory service – overall, this constituted 45 unique placements. SWEP in 2023/24 has primarily been facilitated using spot purchase arrangements via hotels, due to existing facilities being full and having been triggered during periods of cold weather in December 2023 and January 2024.

6.9 As a temporary measure in response to increased demand, particularly from Home Office accelerated decision making, and to prepare for the winter period, the Council has also stood up an additional 9 emergency 'E-Bed' units. The E-Beds operate differently from ABEN in that they are open during the evening only, and are attached to a rough sleeping accommodation 'Hub' which provides support to residents each morning in finding move-on accommodation. These were full within the first two days of operation in December 2023.

6.10 The current E-Bed model operates on a night shelter style basis, where a 9-bedroom property has been sourced from one of the Council's existing temporary accommodation providers and is open to residents between 6pm-9am each evening. Residents then attend a housing Hub each morning between 9.30am and 12.30pm for support to look for move-on accommodation. This process has been in place for just over two months, and 5 residents have moved on so far; three into their own accommodation, and two leaving to stay with family and friends.

6.11 At present due to exceptional demand the Council are looking to new suppliers to procure another property, as all existing temporary accommodation units are fully utilised. Further details are set out in the part B report due to commercial, legal and financial information being included as part of the procurement process.

Local Response 5: Additional Resources to Accelerate Housing Delivery

7.1 The housing supply work identified as a key part of Oldham's local response to the housing crisis will require a resource investment by the Council into a Housing Delivery Team. This is to help accelerate the delivery of the housing pipeline with a focus on TA, empty properties, leasing, HRA/PFI, acquisitions and new build.

7.2 There is also a proposal being developed with the Greater Manchester Combined Authority (GMCA) and Tameside to provide a Team Leader Housing (Town Centre) resource shared 50/50 by the two LA's (Oldham costs 25% of post, Tameside 25% and GMCA 50%) to add additional capacity in the team.

7.3 This new house building / supply work programme will require draw down from the Flexible Housing Fund capital allocation with the Creating a Better Place Capital Programme; as follows

a. To purchase / acquire properties for conversion to TA units / Children's care homes as needed.

b. To purchase / acquire empty properties across the borough and bring them back into use as socially affordable homes.
c. To accelerate the development and delivery of social house building on Council land
d. To work with partners to accelerate the development and delivery of social house building where viability is proven to be a challenge.

7.4 To ensure best value and use of public funds, this work programme will require some feasibility investment funding to kickstart the necessary surveys and evidence needed ahead of properties being bought, refurbished, redevelopment or built.

7.5 Finally, and in addition to acquiring more homes for Oldham's residents, we want to ensure they are a suitable quality and standard. Therefore, the Housing Standards and Enforcement work as part of Oldham's local response will require a resource investment to add capacity to the existing Team but to also increase focus on proactively supporting enforcement work against empty homes, unregistered premises and Shared Accommodation / Houses of Multiple Occupation (HMOs).

8 Financial Implications

8.1 Financial comments are included in the part B report.

(Lee Walsh, Assistant Director Finance)

9 Legal Implications

9.1 Legal comments are included in the part B report.

(Alex Bougatef, Interim Assistant Director of Legal Services)

10 Co-operative Implications

10.1 As a Co-operative Council, we are committed to finding new and innovative ways to support our most vulnerable residents. The proposals in this paper aim to increase capacity within the Housing Options service to meet demand, providing a better quality of service to residents. The proposals also aim to increase access to much needed temporary accommodation, helping stop vulnerable residents falling into further crisis.

(Jonathan Downs, Corporate Policy Lead)

11 Human Resource Implications

11.1 HR comments are included in the part B report.

(Vikki Morris, Assistant Director of HR&OD)

12. IT Implications

12.1 None.

13. Property Implications

13.1 Property comments are included in the part B report.

(Katy Webster, AD Property)

14. Procurement Implications

14.1 The report details several local responses to help tackle the housing crisis, some of which have procurement implications. Detailed comments are provided in the part B report.

(Emily Molden, Procurement)

15 Risk Assessments

15.1 It is understood that the Housing service is facing serious challenges in terms of the demand for the service and the number of homelessness cases and temporary accommodation cases across the borough. Financial, legal and procurement risks are detailed in the part B report.

(Victoria Gallacher, Head of Insurance and Information Governance)

16 Environmental and Health & Safety Implications

16.1 Health & Safety - As an employer/duty holder, Oldham Council has a statutory duty to ensure so far as is reasonably practicable, the health, safety and welfare at work of all it's employees, and persons not in it's employment who may be affected by their work, are not exposed to risks to their health or safety. Oldham Council's Health and Safety Team have no objections to the content of this report. Specific risk assessments and other safety documentation will still need to be checked on the options selected to take forward ensuring any health and safety risks are mitigated.

(Neil Crabtree, Head of Public Protection)

17 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

17.1 The report seeks resources to support the current housing crisis and unprecedented demand for housing services. In doing so will mean Oldham's residents will have more access to social housing supporting more cohesive communities.

(Neil Consterdine, AD Youth, Leisure and Communities)

18 **Oldham Equality Impact Assessment, including the implications for Children and Young People**

18.1 The responses within this report seek to improve delivery of services to residents by improving Housing Services. The report also seeks permission to bring online more suitable self-contained accommodation for households who find themselves as homeless. This accommodation is more suitable than the current offer of nightly paid. Therefore there is no negative impacts on residents as a result of this report. There is also no need for completion of an EIA.

(Victoria Wood, Head of Housing Needs)

19 **Key Decision Reference -** HL-01-23

20 **Background papers** - none

21 Appendices

Technical appendices contained within the part B of this report provide information relating to the commercial, legal and financial aspects of the local responses.

Report to CABINET

Acceptance of Brownfield Infrastructure and Land Funding Grant for Oldham Mumps, Princes Gate

Portfolio Holder:
Councillor Taylor – Deputy Leader and Cabinet Member for Housing and Licensing

Officer Contact: Paul Clifford, Director of Economy

Report Author: Ben Hill, Housing Delivery Team Leader
Ext. 5261

18th March 2024

Reason for Decision

Oldham Council has secured capital funding to help support the development of new homes at Princes Gate, Oldham Mumps.

The purpose of this report is to confirm the value of the grant available to Oldham Council and notify Cabinet of the intention to accelerate the delivery of circa 347 new homes at this location with Council's Private Sector Partner – MUSE.

Recommendations

It is recommended that Cabinet:

- Confirms acceptance of the grant from GMCA.
- Delegates authority to the Director of Economy to agree and enter into grant award letter and other associated agreements with GMCA.
- Delegates authority to the Director of Legal Services to formalise any necessary legal requirements including signing and/or sealing any documentation required to give effect to the recommendations and/or delegations in this report.
- Delegates authority to the Director of Economy and/or their nominee to approve the appointment of external legal advisers required to protect the Council's interests and give effect to the recommendations in this report.

Cabinet **18th March 2024**

Acceptance of Brownfield Infrastructure and Land Funding Grant for Oldham Mumps, Princes Gate

1 **Background**

1.1 Following the completion of a competitive procurement process, in July 2023, Cabinet appointed Muse as the preferred bidder in the role of Private Sector Partner ("PSP") initially for period of 15 years with an option to extend the arrangement by a further 10 years, subject to agreement at that time.

1.2 Entering into a delivery partnership of this nature is an important step for the Council helping to realise one of the key objectives within the Creating a Better Place Programme, notably the creation of 2,000 homes across a number of strategic sites within Oldham Town Centre.

1.3 The Council undertook a rigorous and fully transparent procurement process with the overarching objective of securing a delivery partner for the development and regeneration of key strategic sites in Oldham Town Centre who is fully aligned to the strategic priorities of the Council.

1.4 GMCA launched the Y2 & Y3 submissions for the Brownfield Infrastructure and Land Grant Funding programme on 27.10.23 with deadline for returns of 20.11.23. Applications had to be submitted via each LA with a scheme proforma per District (setting out all submissions for each area.

1.5 Core gateway criteria for the identification of sites includes:
- Sites must be deliverable and able to commence on site by March 2026. Therefore, sites with Planning Permission scored more highly
- Housing development must be located on **designated Brownfield Sites**
- From a business case perspective, all sites submitted must be able to demonstrate a GM Business Case Ratio score, (BCR), greater than 1
- Sites must make provision for the delivery of affordable homes.
- Requirement to demonstrate a viability gap.

1.6 The evaluation criteria for the funding over the two years is as follows:

	2024/25	**2025/26**
Deliverability	50%	30%
Strategic Fit	25%	40%
Value for Money	25%	30%

2 **Current Position**

2.1 On 8th February the Greater Manchester Combined Authority approved a Provisional Grant Offer of Brownfield Funding for Oldham Mumps, Princes Gate. The Grant is subject in the first instance to the Council accepting the terms set out in the Grant Award letter (see Appendix 1) on Monday 26th Feb 2024 although GMCA have confirmed that this can wait until the matter has been considered at Cabinet.

2.2 GMCA have awarded the scheme £5,552,000 (five million five hundred and fifty two thousand pounds) to be expended between 1 April 2025 and 31 December 2025. The

grant will be used to undertake eligible expenditure to enable construction of 347 residential units and other associated development and infrastructure. Other key requirements currently include:

- 106 (30%) homes will be Affordable Housing Units

- 90 (25%) homes will be Sociate Rented Units

-The project will be built in accordance with the Future Homes Standard.

The Future Homes Standard aims to decarbonise new homes by focussing on improving heating, hot water systems and reducing heat waste. This will be achieved by replacing current technologies with low carbon alternatives.

2.3 By accepting the grant, the Council commits to the following project milestones. There will be further dialogue with GMCA as the project is worked up and so these could, by mutual agreement, be altered:

	Milestone	**Date**
Investigations	Phase 2 Site Investigations (intrusive) and any other site-specific investigations or assessments (ie coal mining) completed	31.07.2024
Design	Concept Design (RIBA Stage 2 completed	11.07.2024
	Architectural Design (RIBA Stage 3 completed	29.11.2024
	Full/Reserved Matters Planning Application submitted	07.11.2024
	Full/Reserved Matters Planning Consent	14.04.2025
	Technical Design (RIBA stage 4) completed	07.05.2025
Procurement	Contractor/Developer appointed	03.07.2025
	Start on Site	04.07.2025
Financial	First Grant Drawer Down	01.09.2025
	Last Grant Drawer Down	01.01.2026

2.4 It should be noted that grant award is based on an estimate of the proposed number of deliverable residential units on the site at a point in time, which is subject to significant further due diligence and should the number of units decrease as a result, the grant will reduce by circa £16,000 per home.

3. **Options/Alternatives**

3.1 Option 1 – That Oldham Council don't accept the offer of grant from the Brownfield Infrastructure and Land Grant Funding and inform GMCA of the decision not to progress with the grant acceptance.

3.2 Option 2 – That Oldham Council progress the project proposals and confirm acceptance of the grant.

4 Preferred Option

4.1 Preferred Option – Option 2 is the preferred option. The site is part of the approved project with the Council's appointed Private Sector Partner which is a key component of the Creating a Better Place programme. The funding provides an opportunity to progress to development without a reliance on the Council Capital Programme.

5 Consultation

5.1 The Lead Member for Housing has been briefed and is supportive of the decision.

6 Financial Implications

6.1 The total grant award of £5.552m will be a capital grant and will be used to support housing development at Princes Gate.

6.2 It is currently anticipated that the delivery of the housing development will be through the Council's Town Centre Development Partner, Muse. Muse are in the process of developing proposals for the site to before inclusion in the Master Development Agreement for the Partnership. It is assumed that all investigation and design costs payable before grant funding can be utilised from April 2025 will be met under the development agreement with Muse and there will be no call on Capital resources.

6.3 If the development cannot be delivered by Muse, the Council will need to develop an alternative method of procuring a developer. If this scenario is adopted then there will be a call on Council resources to complete investigation and design costs which will need to be met from within the regeneration revenue budget or Creating a Better Place capital programme, dependent on the nature of the costs incurred.

6.4 It is anticipated that the Council will incorporate the grant into its Capital Programme and will enter into a Grant Agreement with the developer that matches the terms of the Council's funding agreement with GMCA. However, dependent on how the scheme develops, the Grant Agreement and may be direct between the GMCA and the developer and not be incorporated into the Council's Capital Programme.

6.5 The grant funding assumes the construction of 347 housing units with grant funding of £16k per unit, with a defined mix of affordable and social rented units. Should less than 347 units be developed the grant funding would be reduced by £16k per unit under 347.

6.6 In addition, any proposals for the development of the site will need to demonstrate a Green Book compliant Benefit to Cost Ratio of at least 1, demonstrate that development would not be possible without the BILF Grant Funding, and be able to expend the grant funding in full between April and December 2025.

(James Postle – Senior Finance Manager)

7 Legal Implications

7.1 The Council must be satisfied it can meet the objectives and terms and conditions and milestones of the funding imposed by the funding authority including any obligation to provide match funding and to monitor, keep any necessary records and file any necessary returns. Officers must also check the terms do not conflict with other funding conditions for the scheme/s or project/property already in place and ensure compliance with the Public Sector Equality Duty and obtain any necessary Environmental Assessments.

7.2 All works, services and goods procured by or on behalf of the Council must be procured in

compliance with the Council's Contract Procedure Rules and all other relevant regulations including, where applicable, the Financial Procedure Rules and Land and Property Protocol. Officers must work with legal colleagues to approve and formalise the terms of any grant Agreement in conjunction with Finance and Audit colleagues.

7.3 The Senior responsible Officer and Project Manager must ensure that Subsidy Control is considered in consultation with Legal Services and that all relevant assessments are made and recorded and all relevant regulations and legislation is complied with to the satisfaction of the Section 151 Officer and in compliance with the Financial Procedure Rules of the Council. External advice may be needed to support these activities which will be a cost to the Project.

7.4 The Transparency obligations of the Council must be complied with together with the Framework and obligations referred to in the Procurement comments below.

(Rebecca Boyle – Corporate Group Solicitor).

8. **Co-operative Agenda**

8.1 The proposals set out in this report contribute to the *Creating a Better Place* programme, which will improve Oldham for residents. The proposals will also increase the availability of housing in the borough which will improve access and the availability of affordable housing in the borough.

(James Mulvaney, Policy Manager)

9 **Human Resource Implications**

9.1 None

10 **Risk Assessments**

10.1 Acceptance of the grant commits the Council to undertake feasibility work and complete a viability appraisal. This risk to the Council is that following further investigation and feasibility work, the scheme is found not to be viable and that:

- abortive expenditure is incurred and/or
- that the Council subsequently declines or refunds the grant with associated damage to its reputation and credibility when being assessed in respect of future funding applications.

(Chris Kelsall - Assistant Director of Finance)

11 **IT Implications**

11.1 None

12 **Property Implications**

12.1 There are no direct implications arising from this report as the Council will not own the properties. (Katy Webster)

13 **Procurement Implications**

13.1 The department must be satisfied that it can meet the terms and conditions of the grant. Continued engagement with the Commercial Procurement Unit is key to ensuring resource availability/allocation in line with the project requirements, and for the requirements to be

procured in line with funding conditions, public procurement law and the Council's Contract Procedural Rules.

(Dan Cheetham)

14 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

14.1 There are no community cohesion implications arising from the proposals contained within the report.

(Natalie Downs)

15 **Oldham Impact Assessment, including implications for children and young people**

15.1 Yes – included as appendix 2.

16 **Key Decision**

16.1 Yes

17 **Key Decision Reference**

17.1 ESR-01-24

18 **Background Papers**

18.1 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:

Name of File : Brownfield Land Grant
Records held in Housing Delivery Team, Room 310, Civic Centre
Officer Name : Ben Hill
Contact No : 0161 770 5261

19 **Appendices**

19.1 Appendix 1 – Grant Award Letter

19.2 Appendix 2 – Impact Assessment

Greater Manchester Combined Authority
First Floor, Churchgate House
56 Oxford Street
Manchester
M1 6EU

Paul Clifford
Oldham Council

8 February 2024

Dear Paul,

BROWNFIELD INFRASTRUCTURE AND LAND FUNDING
PROVISIONAL GRANT OFFER – SUBJECT TO CONTRACT

1. I am pleased to tell you that, subject to Your Acceptance of the terms set out in this Provisional Grant Offer Letter, the Greater Manchester Combined Authority (GMCA; also referred to as “We” or “Us” or “Our”) has approved a Provisional Grant Offer of Brownfield Infrastructure and Land Funding on the basis set out at Schedule 1.

2. Key milestones for the Project are set out at Schedule 2; A failure to maintain adherence to these milestones may result in the offer being withdrawn.

3. Payment of the Grant is subject to terms and conditions to be set out in a detailed Grant Agreement You will be required to enter into. A specimen Grant Agreement is attached to this letter as Appendix 1. Final Grant Agreements may include other conditions which are specific to the Project being funded. We reserve the right to review and amend the terms of the Grant and/or the Grant Agreement at Our absolute discretion.

4. The availability of the Grant will be subject to Us concluding, at Our absolute discretion, that the conditions set out in the Grant Agreement have been satisfied.

5. Any actions You take ahead of entering into the Grant Agreement and receiving Our confirmation that all relevant terms and conditions have been met are entirely at Your own risk.

6. This Provisional Grant Offer is subject to availability of the associated funding.

7. This Provisional Grant Offer is open for acceptance to 09:00 on Monday 26 February 2024, after which it will lapse.

Monitoring and Reporting

8. This Offer is on the basis of the Project details set out at Schedule 1. This schedule has been populated using information provided in Your funding application. **Please review this information for accuracy and, where there are errors, amend the Schedule You provide as part of Your Acceptance to include the best information that is currently available.** We are not obliged to accept any changes from the information previously submitted.

9. Key milestones for the Project are set out at Schedule 2. This schedule has been partially populated using information provided in Your funding application. **Please review this information for accuracy and, where there are errors or blanks, amend the Schedule You provide as part of Your Acceptance to include the best information that is currently available.** We are not obliged to accept any changes from the information previously submitted.

10. You will be responsible for the day-to-day management and delivery of the Project. **Failure to maintain adherence to the key milestones forming part of your Acceptance to this Provisional Grant Offer may result in the offer being withdrawn.**

11. Should any details of the Project change from those set out at Schedule 1 and confirmed as accurate in Your Acceptance, You must notify Us in writing within a reasonable time from becoming aware of the relevant change.

12. From time to time We may inspect the Project and may require additional information from You to enable Us to monitor its progress. You will comply with Our reasonable requests for information.

13. The Grant Agreement will specify further monitoring and reporting requirements associated with award and payment of the Grant.

Freedom of Information

14. Nothing in this Provisional Grant Offer Letter and the Schedules to it shall prevent Us from disclosing any information whether or not relating to the Project which We at Our absolute discretion consider that We are required to disclose in order to comply with the Freedom of Information Act 2000, as amended, and/or the Environmental Information Regulations 2004 and any other statutory requirements whether or not existing at the date of this Provisional Grant Offer Letter.

Publicity

15. You will not make/issue any press releases or make any announcement in relation to this Project and/or the Grant, unless you (i) provide us with the

contents at least five working days in advance of such press release or announcement and (ii) unless notified by Us not to do so, include in the press release/announcement that the Project is being supported by Us.

How to accept

16. This conditional offer of funding remains open until 09:00 on Monday 26 February 2024.

17. None of the terms of this Provisional Grant Offer Letter are binding on Us until the Grant Agreement has been signed and its conditions satisfied.

18. Please note that variations to this Provisional Grant Offer Letter will be effective only if We agree them in writing.

19. To accept the offer, a Director or duly authorised signatory of Oldham Council should sign and date the Acceptance and return it, with a copy of this Provisional Grant Offer Letter and its Schedules (including any amendments to Schedules 1 or 2 as required by sections 6 and 7 of this letter) in full, to bhf@greatermanchester-ca.gov.uk.

20. Only Acceptances with complete Schedules will be valid.

21. You should retain a copy of this Provisional Grant Offer Letter and the associated Acceptance for your records.

Subject to Your Acceptance, Your principal contact in relation to the Grant will be Ross Sutherland, Delivery Manager, GMCA. Should you have any queries in relation to this Provisional Grant Offer Letter, please direct them to Ross at ross.sutherland@greatermanchester-ca.gov.uk.

I look forward to receiving Your Acceptance and wish You every success with the Project.

Yours sincerely,

Steve Wilson
Treasurer

On behalf of
Greater Manchester Combined Authority

Schedule 1 – Offer Details

Recipient:	Oldham Council, also referred to as "You" or "Your" in this Provisional Grant Offer Letter
Project:	Oldham Mumps, Princes Gate Prince Street, Oldham OL1 1EN
Funding:	£5,552,000 (five million five hundred and fifty two thousand pounds), also referred to as the "Grant" in this Provisional Grant Offer Letter, at a rate of £16,000 per unit. £0 to be expended by 31 March 2025. £5,552,000 (five million five hundred and fifty two thousand pounds) to be expended between 1 April 2025 and 31 December 2025.
Purpose:	Undertaking of Eligible Expenditure to enable construction of 347 residential units and other associated development and infrastructure. Of the residential units to be delivered as part of the Project, 106 will be Affordable Housing units; Of the residential units to be delivered as part of the Project, 90 will be Social Rented Units. The Project will be built in accordance with the following specification: Future Homes Standard. The Grant may only be used against Eligible Expenditure in connection with the Project. Eligible Expenditure items will be specified in the Grant Agreement, based on the information You provided in Your funding application.
Eligibility:	Projects must remain compliant with the core eligibility criteria of Brownfield Infrastructure and Land Funding, namely: i) Have a Green Book compliant appraisal with a BCR of at least 1; ii) 100% of funding must be used to release brownfield land for development; and iii) Evidenced market failure and undeliverable without the financial support of the Brownfield Infrastructure and Land Fund.

Subsidy: If You believe the total amount of public financial assistance received or to be received by the Project, including any previous phases of development, since 1 January 2021 has exceeded £10m (ten million pounds), please confirm this in your Acceptance. This includes this Grant and any associated Affordable Housing Programme, Single Homelessness Accommodation Programme, or similar funding.

Please review this information for accuracy and, where there are errors, amend the Schedule You provide as part of Your Acceptance to include the best information that is currently available.

Schedule 2 – Project Milestones

Category	Milestone	Forecast Completion Date
Land	Terms agreed with all third-party landowners	
	Contracts exchanged with all third-party landowners	
	Land wholly owned by recipient	
Investigations	Phase 2 SI completed	**31/07/2024**
	Any other site-specific investigations or assessments (e.g. ecology, flood risk, infrastructure, mine workings, etc.) completed	**31/07/2024**
Design & Planning	Concept design (RIBA stage 2) completed	**11/07/2024**
	Architectural design (RIBA stage 3) completed	**29/11/2024**
	Full/Reserved Matters planning submission	**07/11/2024**
	Full/Reserved Matters planning consent	**14/04/2025**
	Technical design (RIBA stage 4) completed	**07/05/2025**
Delivery	Procurement strategy confirmed	
	Contractor/developer procurement commenced	**17/06/2024**
	Contractor/developer identified/appointed	**03/07/2025**
	Main contract awarded	**29/09/2025**
	Start on site	**04/07/2025**
Financial/Legal	Financial appraisal and cashflow finalised	
	Confirmation project is fully funded and sources of funding	
	Grant Funding Agreement Exchanged	
	Grant Funding Agreement Conditions Precedent Satisfied	
	First Drawdown	**01/09/2025**
	Last Drawdown	**01/01/2026**

Please review this information for accuracy and, where there are errors or blanks, amend the Schedule You provide as part of Your Acceptance to include the best information that is currently available.

For milestones which have already been achieved, please enter “Complete” in the relevant cell(s) of the schedule above.

Acceptance

Note: If You give information that You know or suspect is untrue or misleading You may be committing an offence that could lead to prosecution.

We declare that the information in this letter is correct to the best of our knowledge and belief.

Oldham Council believes the total amount of public financial assistance received or to be received by the Project since 1 January 2021, including any previous phases of development, has exceeded £10m (ten million pounds). **(Please delete this statement if it is not applicable)**

Oldham Council accepts the offer on the terms set out in the Provisional Grant Offer Letter dated 8 February 2024 and the Schedules enclosed with this Acceptance and the below signing officers have read carefully the Provisional Grant Offer Letter and its Schedules.

Signed: ..... Date: .....

Print Name: .....

Director/Authorised Signatory

On behalf of Oldham Council

This page is intentionally left blank

Oldham Council

Report to CABINET

UKSPF Grant Acceptance – E22 Supporting Local Business

Portfolio Holder:
Councillor Arooj Shah, Leader of the Council and Portfolio Holder for Regeneration and Reform

Councillor Fida Hussain, Portfolio Holder for Business, Employment and Enterprise

Officer Contact: Paul Clifford, Director of Economy

Report Author: Jon Bloor, Assistant Director of Economy
Ext. 4188

18th March 2024

Reason for Decision
Cabinet Members are asked to approve and accept the £1,462,282 UK Shared Prosperity Fund (UKSPF) grant allocation following confirmation of award Greater Manchester Combined Authority. This is specifically in relation to Supporting Local Business strand - E22: Investing in enterprise infrastructure and employment/innovation site development projects.

Executive Summary

Cabinet Members are asked to approve and accept the £1,462,282 UK Shared Prosperity Fund (UKSPF) grant allocation following confirmation of award Greater Manchester Combined Authority. This is specifically in relation to Supporting Local Business strand - E22: Investing in enterprise infrastructure and employment/innovation site development projects. The fund is split into £1m Capital investment for the Managed Workspace programme in the Spindles and £462,282 revenue to deliver business support to create economic growth (new jobs) and new enterprises (sole traders or new companies). The package of support will be a combination of 1 to 1 enterprise start up and business growth advice and guidance, grants and supporting the Social Innovation Hive.

The UKSPF programme replaced the European Social Investment Funds and is provided by HM Government and is devolved to Greater Manchester Combined Authority and will conclude by March 2025.

Recommendations

Cabinet is asked to:

i) Approve the acceptance of the £1.462m UKSPF grant against the two inventions as set out below:

- Capital Grant allocation £1m to support the Managed workspace project in the Spindles and;
- a revenue grant allocation £462,282 to provide business support advice and guidance, alongside supporting the Social Innovation Hive and a series of grants programmes (targeting start-ups and business growth).

ii) To deliver:

- 300 enterprises receiving non-financial support;
- 80 jobs created as a result of support;
- 40 new enterprises created as result of support;
- 3201m^2 of commercial space completed or improved

iii) 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 has been reviewed by the Council ‘s legal services.

iv) Delegate authority to the Deputy Chief Executive (Place) to agree the terms of the MOU issued by GMCA in respect of the grant award in consultation with the Director of Legal Services.

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 2023/24 – 2024/2025.

vi) Delegates authority to the Director of Legal Services or his nominees to formalise any necessary legal requirements including signing and/or sealing any documentation required to give effect to the recommendations and/or delegations in this report.

vii) Delegates authority to the Director of Economy and/or their nominee to approve the appointment of external legal advisers if required to protect the Council’s interests and give effect to the recommendations in this report.

UKSPF Grant Acceptance – E22 Supporting Local Business

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 report relates specifically to the "Supporting Local 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. 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 Supporting Local Business Investment Priority.

1.4 Oldham has been allocated £1.462m from UKSPF for this priority with the following required outputs and outcomes:

- 300 enterprises receiving non-financial support.
- 80 jobs created as a result of support.
- 40 new enterprises created as result of support.
- 3201m^2 of commercial space is completed or improved.

1.5 The proposed programme was drawn from the **Creating a Better Place** strategy and action plan and attached to the **Social Innovation Hive** scheme and supports the Corporate Plan's **Better jobs and dynamic businesses** priority. The fund is split into £1m Capital investment for the Managed Workspace programme in the Spindles and £462,282 revenue to deliver business support to create economic growth (new jobs) and new enterprises (sole traders or new companies).

1.6 The report sets out the agreed programme for approval and a request to sign the Grant Funding Agreement to deliver the outcomes set out in 1.4

2 **Current Position**

2.1 The proposal was submitted to GMCA in September 2023, with formal approval granted early November 2023. Following this decision officers have been in negotiation with GMCA officers to shape the programme to meet the SPF funding rules and to secure delivery within the timeframe which concludes by 31st March 2025. The programme has reviewed a range of delivery mechanisms included commissioning business support services (but this was dismissed due to subsidy control and time issues and feedback from soft market testing) and as a consequence the options set out retain control for all delivery within existing Council

services. The report sets out the preferred approach to deliver the outputs and outcomes as set out in the Grant Funding agreement.

2.2 There are two core strands of activity proposed to SPF programme which consists of £1m Capital funding and £462,282 revenue funding.

2.3 The Capital element provides the Council with £1m contribution to the Spindles Managed Workspace projects, aligned to the Town's Fund/Future High Streets Programmes. DLUHC and GMCA have confirmed that the 3,201m2 output is combined across all funding streams and is not additional. The SPF element will be used to support the increased exposure caused by inflationary pressures. This includes the Social Innovation Hive project.

2.4 The revenue portion of SPF funding will consist of 5 core elements as set out below but in summary include: two grant schemes aimed at supporting the creation of new enterprises, new jobs, and business engagement, revenue funding to operate the Social Innovation Hive/Enterprise Centre within the Spindles development and staffing costs for the BG&I team and Oldham Enterprise Trust (OET) Manager (employees within the Council) to help with the business support offer.

The five workstreams are:

a. Start-up Grant scheme to be run by Oldham Enterprise Trust. £40,000 with a target of achieving 40 new enterprises created and 40 enterprises receiving non financial support.

b. Business Growth Grant run by the BG&I team. £180,000 with a target of 72 enterprises receiving non-financial support, 72 new jobs created and 0 new enterprises created.

c. The Social Innovation Hive - £100,000 investment into Property Services to underpin Council revenue costs with a target of 65 enterprises receiving non-financial support, 17 new jobs created and 9 new enterprises created.

d. Staffing costs (BGI Team) £76,725 with an target of 123 enterprises receiving non-financial support and 8 new jobs created. This will support activity around account management, and events and traders support for the market move.

e. Staffing Costs (OET) £63,275 as a contribution to staff costs for running the start-up grants scheme which will result in 40 new enterprises created and 40 enterprises receiving non-financial support (see above). It should be noted the OET costs will fund the OMBC employee attached to OET.

2.5 Funding allocation across 2023/24 and 2024/25 with projected outputs are presented in the table below. The Business Growth and Investment team will monitor the targets and expenditure and will report outcomes through to the Programme Management Office, Creating a Better Place Board and to portfolio.

		Financial Split			Outputs/Outcomes				
	Allocation	q4 23/24	2024/25	Total	Number of businesses supported	Jobs Created	New Enterprises started	New commercial Space	Notes
The Hive Rental	100,000	16,000	84,000	100,000	65	17	9		Delivery of Oldham Social Enterprise Network
Grants OET	40,000	8,000	32,000	40,000		0	40		40 start up grants
Grants BGI	180,000	36,000	144,000	180,000	72	72	0		72 grants for equipment per job
BGI staff	79,007	30,000	49,007	79,007	123	8			Business support with advice and guidance
OET staff	63,275	12,700	50,575	63,275	40				Business support with advice and guidance
Revenue Sub total	462,282	102,700	359,582	462,282					
Capital	1,000,000	44,661	955,339	1,000,000				3201m^2	
SPF Allocated/Total	1,462,282	147,361	1,314,921	1,462,282	300	97	49	3201m^2	

2.6 Detailed description of the programme of support is detailed in Appendix 1.

3 Options/Alternatives

3.1 Option 1 – Do not accept the E22 – SPF Grant.

3.1.1 Option appraisal – The grant has been allocated to Oldham by GMCA with the aim to support new businesses to start and existing businesses to grow creating jobs. Each or the ten local authorities have been awarded an allocation. If the decision is to not accept the grant then the funding would be redistributed across the remaining 9 local authorities. This would disadvantage the local business community.

3.2 Option 2 – Retain the capital funding and procure a programme of business support.

3.2.1 Option appraisal – The capital funding would be secured and the revenue-based outcomes would be procured/commissioned. This option was examined with the ambition to secure a trans-organisation/partnership response. However, the soft market testing demonstrated a lack of capacity especially within the very short window for delivery. In addition, there were some concerns relating to subsidy control and the length of time that would take to resolve. As a consequence, this option was discounted (due to time constraints and market capacity).

3.3 Option 3 – Deliver the programme as outlined above and in Appendix 1.

3.3.1 Options appraisal. The grant has been awarded to Oldham Council and will be used to develop the business support element of the Business Growth and Investment team with the intention of seeking to bring in additional investment to the Council, which in turn enables more targeted, local delivery of business support related solutions. The risk is that this programme does not get extended but to achieve budget savings and maintain outcomes then the team will benefit from managing externally funded provision with the aim to proof capability in this arena.

4 Preferred Option

4.1 Option 3 is the preferred option as it secures the highest level of control to deliver the programme within the limited time frame.

5 Consultation

5.1 Consultation has taken place with:

5.1.1 GMCA in terms of programme scope, design alongside outputs and outcomes.

5.1.2 Upturn Enterprises, Growth Company, Oldham Library Service and Oldham Enterprise Trust with regards to partnership alignment (within the programme and across other schemes e.g. Social Innovation, Build a Business and Enterprising You). This shaped the design of the proposed programme.

5.1.3 Property services – in relation to costings for the Hive and the capital element of the SPF funding.

5.1.4 Financial services – in relation to the capital element of the SPF funding.

6 Financial Implications

6.1 The UKSPF grant award of £1.462m, which will be received from the GMCA as a section 31 grant, is split across revenue and capital items as detailed in the table below:-

	Allocation	q4 23/24	2024/25	Total
The Hive Rental	100,000	16,000	84,000	100,000
Grants OET	40,000	8,000	32,000	40,000
Grants BGI	180,000	36,000	144,000	180,000
BGI staff	79,007	30,000	49,007	79,007
OET staff	63,275	12,700	50,575	63,275
Revenue Sub total	462,282	102,700	359,582	462,282
Capital	1,000,000	44,661	955,339	1,000,000
SPF Allocated/Total	1,462,282	147,361	1,314,921	1,462,282

6.2 The allocations for each financial year are £147k for 2023/24 with indicative allocations of circa £1.314k for 2024/25.

6.3 **Capital Comments**

6.3.1 The total capital grant receivable from the UKSPF will be £1m, split as £45k in 2023/24 and £955k in 2024/25. The grant is to support the development of flexible working space within the Spindles Shopping centre. The existing capital programme currently funding in full the Spindles office space and has an £8m allocation to fund the Phase 3 Spindles flexible office space.

6.3.2 In addition to the build costs, there are a number of strands of work relating to the transition to Spindles for staff, the market, archives and the event centre that can also be classed as capital expenditure and are included within the overall Spindles redevelopment budget. The total costs for these workstreams are currently being developed and will need to be met from within the existing overall Spindles capital allocation.

6.3.3 The grant funding will be used to increase the overall Spindles redevelopment budget and the budget will be reviewed once the costs for Transition and the Phase 3 works is known. This is to ensure that the transition projects can be completed without the need for any further Council funding.

6.3.4 Any spend to be claimed against the grant will need to be in line with the Grant Funding Agreement and the Council will need to follow the Performance, Payment and Reporting Schedule as set out in the Agreement.

(James Postle, Senior Finance Manager)

6.4 **Revenue Comments**

6.4.1 There are no additional revenue finance implications relating to the receipt of this grant with all proposed costs fully funded from within the grant.

6.4.2 All revenue expenditure will be spent in line with the 5 workstreams outlined above under para 2.4 and all expenditure will be spent within the terms and conditions of the grant.

(John Hoskins)

7 **Legal Implications**

7.1 The Council must be satisfied it can meet the objectives and terms and conditions and milestones of the funding imposed by the funding authority including any obligation to provide match funding and to monitor, keep any necessary records and file any necessary returns. Officers must also check the terms do not conflict with other funding conditions for the scheme/s or project/property already in place and ensure compliance with the Public Sector Equality Duty and obtain any necessary Environmental Assessments.

7.2 All works, services and goods procured by or on behalf of the Council must be procured in compliance with the Council's Contract Procedure Rules and all other relevant regulations including, where applicable, the Financial Procedure Rules and Land and Property Protocol. Officers must work with legal colleagues to approve and formalise the terms of any grant agreement in conjunction with Finance and Audit colleagues.

7.3 The Senior Responsible Officer (SRO) and Project Manager must ensure that Subsidy Control is considered in consultation with Legal Services and that all relevant assessments are made and recorded and all relevant regulations and legislation is complied with to the satisfaction of the Section 151 Officer and in compliance with the Financial Procedure Rules of the Council. External advice may be needed to support these activities which will be a cost to the Project.

7.4 The Transparency obligations of the Council must be complied with together with any Framework and obligations referred to in the Procurement comments below.

7.5 Grant arrangements are not subject to the Contract Procedure Rules; however, the grant may amount to a subsidy under the Subsidy Control Act 2022. Therefore, a subsidy control analysis of the grant funding and what it will be used for is essential before payment of the grant is received. This process will be undertaken by the Project Team led by the SRO with support and input from Legal Services, Finance and other relevant officers.

7.6 The terms of any proposed MOU/Grant Agreement must be reviewed and agreed the SRO along with legal and finance colleagues. Provisions of note and/or provisions with associated risk should be highlighted to officers for consideration.

7.7 Subject to a satisfactory subsidy control analysis and confirmation that the Council is in a position to comply with the terms of the MOU, there are currently no known risks associated with the acceptance of the grant.

7.8 If any grant funds are to be spent on supplies, works or services, the Council must undertake any commissioning activity in accordance with Contract Procedure Rules, incorporating relevant national procurement legislation.

7.9 The Report Author has confirmed that the Council's Contract Procedure Rules and Financial Procedure Rules continue to be complied with.

(Rebecca Boyle – Corporate Group Solicitor and Sukhdeep Kaur – Commercial & Procurement Solicitor)

8. **Co-operative Implications**

8.1 The impact of this programme 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 The resulting actions will have a direct impact upon the Corporate Plans **Better jobs and dynamic businesses priority.**

8.3 The programme supports social enterprise within Oldham and will contribute towards business growth, creation of jobs, and new enterprises, all which will lead to better outcomes for our residents.

(James Mulvaney, Policy Manager)

9 **Human Resource Implications**

9.1 None.

10 **Risk Assessments**

10.1 The legal and financial risks are provided separately in this report. The acceptance of the E22-SPF grant will provide the Council will an opportunity for Oldham Council to meet its corporates priorities for better jobs and dynamic businesses. The service should ensure that all terms and conditions of the grant funding are met especially due to the risks of matters outside the control of both Oldham Council and the Combined Authority and to minimise any future clawback of the grant if the outputs are not delivered.

10.2 The service should ensure there is sufficient monitoring of the overall programme to ensure it sits with the timescales required by March 2025.

(Victoria Gallacher, Head of Insurance and Information Management)

11 **IT Implications**

11.1 None.

12 **Property Implications**

12.1 The proposal will secure the revenue costs associated with the Social Innovation Hive, which is located within the upper floors of the Spindles (asset L00525). The funding will be used to offset some of the operating property costs which de-risks the managed workspace element of this project for the first 15 months. It will also secure £1m capital investment.

(Katy Webster, Assistant Director – Property and Projects).

13 **Procurement Implications**

13.1 All goods, services, and works must be procured in full compliance with the Public Contract Regulations 2015 (PCR 2015); Associated Grant Funding Conditions; and the Council's Contract Procedure Rules (CPRs). Grants must meet the definition and parameters of a Grant; providing clear distinction between a Grant and the commissioning of goods, services, and works. Grants are not subject to PCR 2015 or CPRs. Officers must work with legal colleagues to agree that a Grant is firstly being entered into, and further to approve and formalise the structure and terms of the grant.

(Dan Cheetham, Procurement)

14 **Environmental and Health & Safety Implications**

14.1 The programme will have no negative environmental or health and safety implications. It should provide assistance to target Green Sector business growth as a key target demographic.

15 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

15.1 None.

16 **Oldham Equality Impact Assessment, including implications for Children and Young People**

16.1 Yes – see Appendix 2

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 ESR-02-24

19 **Background Papers**

19.1 None.

20 **Appendices**

20.1 Appendix 1 – Detailed Programme Overview

20.2 Appendix 2 – Equality Impact Assessment

Appendix 1 – Detailed outline of proposed programme

1. **Start Up Grant Scheme**

OET run an existing start up grants scheme aimed at young entrepreneurs aged between 16 and 31, this is a tried and tested programme with 10 years of operation. It is proposed that this SPF scheme will be provide additionality by support all age groups (18+). Grants will be a maximum of £1,000 depending on the start-up costs, and as such the target is 40 new start-ups but may be more. Applications will be made online via OET's existing portal https://www.oldhamenterprisetrust.org.uk/fund/ and applications acknowledged and linked to support by OET.

Applicants will be supported to develop a Business Plan and Cash Flow by a partner organisation. Options are Build a Business, Enterprising You, Upturn or the BuBul online portal.

As evidence for these outcomes, OET will collate documentation from applicants i.e., Business Plan, Cash Flow, Address evidence, Identity evidence, and Credit Report plus any documentation from their Business Adviser i.e. Fund Case Paper.

Local Assessment Panels arranged by OET drawing on their existing bank of Assessors. OET already have a suite of Assessment documentation that could be used.

Post panel support will be arranged by OET with advisers - and can include attendance at Build a Business support events and Start Up Huddle, Enterprising You or separately arranged mentoring.

Grants will be paid out on receipt of relevant documentation including outcome evidence (letter acknowledging support from the applicant and their UTC number validating registration with HMRC, or Companies House)

2. **Business Growth Grant**

The scheme will operate the tried and tested framework which is in place to oversee the delivery of the Business Growth Grant Programme that replicates the one previously used by the Boroughwide Growth Grant scheme run by the BG & I team.

The aim of Oldham Council's Boroughwide Business Growth Grant is to support the growth of businesses in the Borough. Only applications from businesses where growth results in new jobs being created before 1st March 2025 will be considered. Priority will be given to businesses in key sectors including manufacturing, construction, digital and creative and low carbon/green technology. The grant is designed to support business growth through premises expansion projects and the purchase of new machinery linked to innovation and increased productivity. It is a discretionary grant and is subject to eligibility and availability. It is not meant to duplicate existing financial support but instead complement it.

Grants of up to 50% of the eligible costs would be awarded with a maximum grant of £10,000, subject to minimum job creation of £2,500 per job created. Based on an allocation of £180,000, it is estimated that the grant scheme will support the creation of 72 jobs and 72 enterprises receiving non-financial support.

Who can apply?

The applications are open to the following:

- Businesses located in or relocating to the Borough of Oldham.
- Businesses operating on a Business-to-Business (B2B) basis. However, Business-to-Consumer (B2C) may be considered subject to economic impact.

- Businesses in priority sectors: manufacturing, construction, digital and creative and low carbon/green technology.
- Businesses with growth plans that will result in new jobs being created before 1st March 2025.

Projects that are eligible for financial assistance

- Capital projects only.
- The expansion of existing premises to support business growth and job creation.
- Relocation to and refurbishment of new bigger, premises to support business growth and job creation.
- Purchase of new capital machinery linked to increased productivity and job creation.

Projects that are not eligible for financial assistance

The following projects are not eligible for financial assistance:

- On-going revenue costs.
- Recruitment, staff and training costs.
- Office furniture and office equipment including, pc's, telephones, i-pads etc.
- Raw materials or product costs.
- Maintenance projects such as new windows, roofs, decoration etc.
- Retrospective projects.
- Professional fees (e.g., architectural, planning application and building regulation fees).
- Initiatives promoting a political party and that conflict with existing Council policies.
- Businesses operating on a B2C basis or providing training or educational services.

Delivery of the grant programme will be led by the Business Growth and Investment Team at Oldham Council. Each business will be allocated an Account Manager (see section on staffing costs below) However, the programme won't be delivered in isolation. Several teams and partners will be involved to ensure a comprehensive package of support is offered to the applicants including:

- Business Growth Hub – to ensure access to the wider business support offer.
- Get Oldham Working – to provide recruitment support.
- Planning Team – to provide support and advice on planning matters.
- Corporate Communications – to provide publicity and promotion, production of marketing materials, communicating key milestones and successes.

Application process

There will be a formal process in place to apply for a Boroughwide Business Growth Grant. It begins with a site visit to the business/new premises by officers from the Business Growth and Investment Team to discuss the proposals in detail. Following this discussion, officers will make recommendations regarding submitting an application subject to eligibility and availability of funding.

To apply for a grant, businesses must complete an application form. To help them with this guidance notes have been prepared and additional help can be sought from their account manager.

Applications must be submitted to the Business Growth and Investment Team with the relevant supporting documentation which includes: accounts, business plans, planning permission etc. Applications should be acknowledged within 5 working days of receipt.

Applications will be reported to the Portfolio Holder for Business, Employment & Enterprise for consideration and approval accompanied by officer recommendations.

The portfolio holder will not make a formal decision but will make recommendations to the Director of Economy who would then have the power to approve the award of the grant.

Applicants will be formally notified of the decision as soon as reasonably practicable, but in any event within 10 working days of the panel meeting and receiving the approval of the Director of Economy.

Grant offers
Offers of grant assistance will be made via letter and/or email. To accept the offer, the business will have to ensure that a grant agreement is signed between the applicant and the council before any funds are paid over. The legal agreement will be drafted by the Councils' Legal Team.

Payment of grants
Grant money will only be transferred to the applicant on receipt of the invoices and an inspection of the completed works. Should capital grants be issued to businesses and subsequently the grant terms not be adhered to the Council will seek to reclaim all monies from the individual in the form of a capital receipt as per the signed grant agreement.

Promotion of the Boroughwide Business Growth Grant Programme
It is essential that this grant programme is effectively communicated to the business community and attracts interest from existing and inward moving businesses. To achieve this, we will work with partners and the Councils Communication Team to develop and implement an effective marketing plan.

The plan will feature a series of campaigns that will specifically promote the grant as well as promoting the Borough as a great place to do business. It will also be used as a hook to ensure that businesses access the wider funded support on offer to help grow their business in a structured and sustainable way.

Staffing – BGI Team
The existing team role will be to promote and generate pipeline of activity for the grants schemes and Hive activity as well as business engagement and job creation and account management. The team will work with existing support programmes to develop the pipeline and will work closely with colleagues in Get Oldham Working and the Business Growth Hub. They will also be supporting and engaging with businesses as they prepare to move to the new market hall as well as delivering a business engagement programme of events around key topics such as Procurement and Journey to Net Zero. This activity will result in 123 enterprises receiving non-financial support and 8 new jobs created by March 2025.

Businesses will be allocated an Account Manager from within the Business Growth and Investment Team or the Business Growth Hub. The role of the Account Manager is to:

Act as single point of contact for the business.

- Identify business needs and involve relevant officers/organisations to meet those needs.
- Signpost to other relevant services and monitor progress to ensure that the needs of the business are met.
- Promote Council services and initiatives, with particular emphasis on Get Oldham Working and Inclusive Growth.

- Guide the business through any grant application process, update on progress and chase any outstanding information.
- Maintain regular contact through the process and continue to act as a single point of contact beyond this to monitor progress, identify and seek to address any issues on-going affecting business sustainability or growth.

The team will programme manage and deliver the Business Growth Grant scheme and be responsible for achieving the outcomes of that scheme.

The Team will be coordinating all the activity and monitoring outcomes and spend of the £462,282 of SPF. They will reallocate any funding in the event of any underperformance or achievement of outcomes.

Staffing - OET

OET run an existing start up grants scheme aimed at young entrepreneurs aged between 16 and 31. They cannot currently engage with or support applicants outside this age range. The new grants scheme will be additional activity currently not funded. There is a potential pipeline of applicants who are already attending the Build a Business programme and Start Up Huddle that would be potentially eligible for this grant scheme even before any publicity is made.

This form of funding is possible as the staff member is employed by Oldham Council.

The Hive Rental
The Social Innovation Hive is a new enterprise space within the Spindles redevelopment project. It is designed to be a space where all entrepreneurs can gather and collaborate particularly around the development of Social Enterprise and Social Value. It is part of the Councils commitment to being a Social Enterprise Place and achieving SEUK Place status. The Hive is due to open in March 2024 and will be run by Upturn Enterprises (a social enterprise) who are currently leading the development of the Social Enterprise Network and running the Proper Good Social Investment Programme in Oldham.

This contribution of £100,000 will go Property Services and will support the running costs of the space and in return the service operator, Upturn will deliver 65 enterprises receiving non-financial support, 17 new jobs created and 9 new enterprises created. This will be through new and existing activity to be based in the Hive.

As evidence for these outcomes, Upturn will collate documentation from their engagements and support i.e., Business Plan, Cash Flow, Address evidence, Identity evidence, and Credit Report plus any documentation from their Business Adviser. Upturn will also be required to provide outcome evidence (letter acknowledging support from the applicant and their UTC number validating registration with HMRC, or similar)

A side agreement will be needed with Upturn regarding the required outcomes and outputs to be achieved by the grants programme, alongside their Heads of Terms..

Overview
The above activity isn’t duplicating existing support that is out there. Rather it has been designed in a way that it will complement other programmes such as GOW, OET, social value outcomes and will provide a pipeline of support for existing activity (BGH programmes, Enterprising You, Build a Business and Social Enterprise activity.

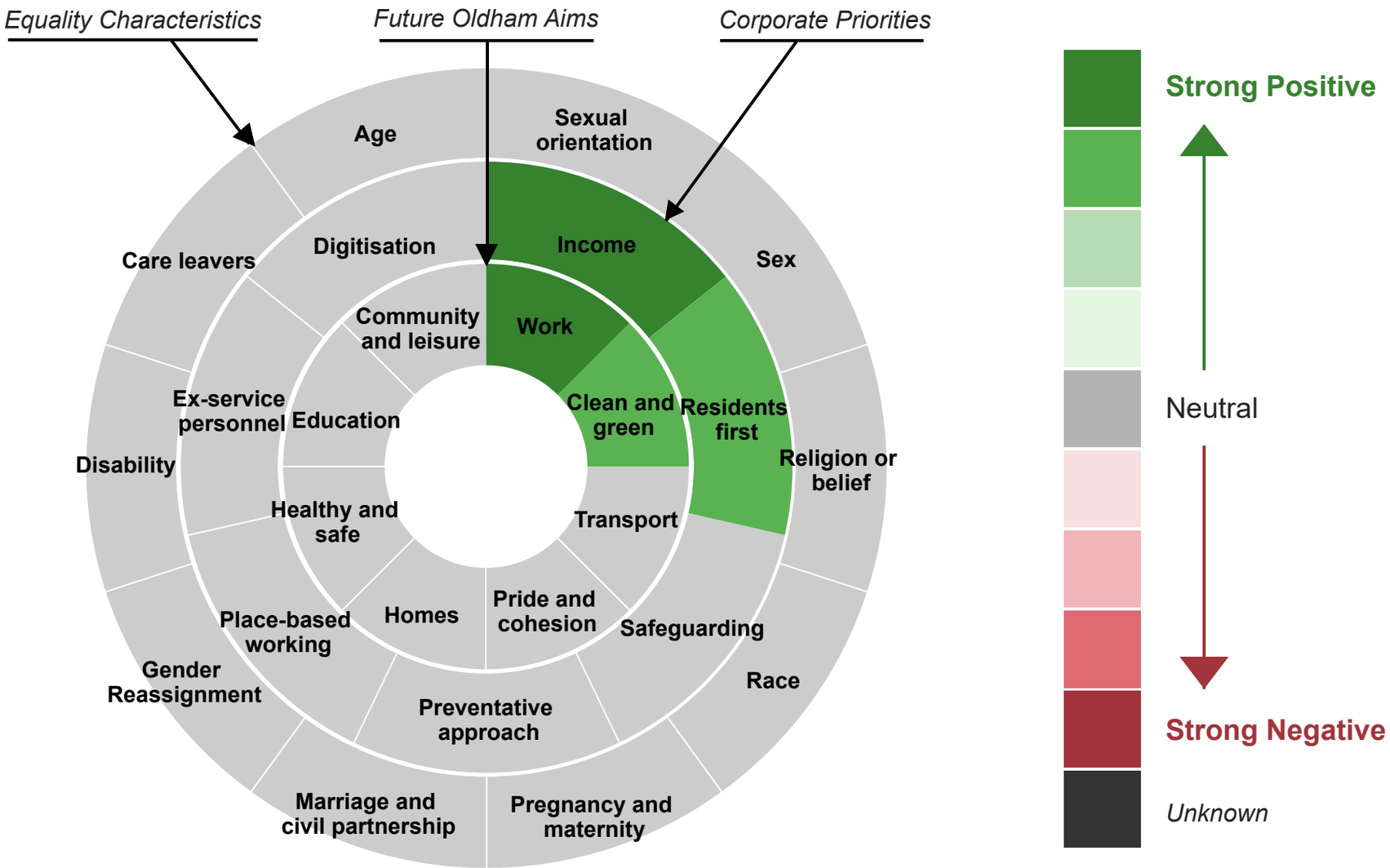
In terms of risks of the chosen approach. There is a low risk of not achieving all the outcomes and that we won’t have enough applications for the grants scheme. These risks will be mitigated by

ensuring that we have the necessary promotion and publicity in place to ensure that as many businesses and people know about the opportunities as possible. This will include using existing communication channels of the Council as well as our partners. The BG&I team will have the support in place to ensure pipeline is developed and work collaboratively with our partners and Team Oldham. The BG&I team will also be closely monitoring all the activity as part of their role.

UKSPF Grant Acceptance – E22 Supporting Local Business

completed/last updated by Jon Bloor on 29/02/2024

Portfolio
Employment and Enterprise
Directorate
PEG (Place and Economic Growth)
Service/Team
PEG - Economy
Is this IA related to a Budget Reduction proposal? **No**



Equality Characteristics

Category	Impact	Likely	Duration	Impact Score	Comment
Age	Neutral	Very Likely	Long Term	0	No adverse impact
Care leavers	Neutral	Very Likely	Long Term	0	No adverse impact
Disability	Neutral	Very Likely	Long Term	0	No adverse impact
Gender Reassignment	Neutral	Very Likely	Long Term	0	No adverse impact
Marriage and civil partnership	Neutral	Very Likely	Long Term	0	No adverse impact
Pregnancy and maternity	Neutral	Very Likely	Long Term	0	No adverse impact
Race	Neutral	Very Likely	Long Term	0	No adverse impact
Religion or belief	Neutral	Very Likely	Long Term	0	No adverse impact
Sex	Neutral	Very Likely	Long Term	0	No adverse impact
Sexual orientation	Neutral	Very Likely	Long Term	0	No adverse impact

Corporate Priorities

Category	Impact	Likely	Duration	Impact Score	Comment
Digitisation	Neutral	Very Likely	Long Term	0	No adverse impact
Ex-service personnel	Neutral	Very Likely	Long Term	0	No adverse impact
Place-based working	Neutral	Very Likely	Long Term	0	No adverse impact
Preventative approach	Neutral	Very Likely	Long Term	0	No adverse impact
Safeguarding	Neutral	Very Likely	Long Term	0	No adverse impact
Residents first	Moderate Positive	Very Likely	Long Term	4	No adverse impact
Income	Strong Positive	Very Likely	Long Term	8	No adverse impact

Future Oldham Aims

Category	Impact	Likely	Duration	Impact Score	Comment
Community and leisure	Neutral	Very Likely	Long Term	0	No adverse impact
Education	Neutral	Very Likely	Long Term	0	No adverse impact
Healthy and safe	Neutral	Very Likely	Long Term	0	No adverse impact
Homes	Neutral	Very Likely	Long Term	0	No adverse impact
Pride and cohesion	Neutral	Very Likely	Long Term	0	No adverse impact
Transport	Neutral	Very Likely	Long Term	0	No adverse impact
Clean and green	Moderate Positive	Very Likely	Long Term	4	No adverse impact
Work	Strong Positive	Very Likely	Long Term	8	No adverse impact

Negative Impacts

Category	Impact	Likely	Duration	Impact Score	What action can be taken to mitigate the potential negative impacts?	Action(s)	Owner(s)	Timescale(s)	If the negative impacts can't be mitigated, why should the project/decision proceed?

Strong Positive Impacts that are Possible

Category	Impact	Likely	Duration	Impact Score	What action can be taken to increase the likelihood that positive impacts are realised?	Action(s)	Owner(s)	Timescale(s)

Report to CABINET

United Utilities Green Recovery Fund Grant Acceptance

Portfolio Holder:
Cllr Arooj Shah, Leader and Cabinet Member for Reform and Regeneration

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

Report Author: Alex Shaw Principal Engineer, Highways & Engineering
Ext. Teams

18th March 2024

Reason for Decision

Cabinet are asked to approve the acceptance of the £1,991,000 United Utilities Green Recovery Fund (UUGRF) grant allocation following confirmation of award from United Utilities Plc in October 2023.

Oldham Council Highways & Engineering Team submitted applications seeking financial support for increasing the National Capital Value (NCV) of Oldham. The submissions were based on four emerging projects in Oldham town centre, namely: -

- West Street
- Rock Street
- Market Street
- Curzon Street

All projects are to be delivered by March 2025 and this grant award will supplement and match fund the Mayor's Cycling & Walking Challenge Fund already secured for the projects.

Recommendations

Cabinet is asked to:

i) Approve the acceptance of the £1.991m UUGRF grant against the increased National Capital Value criteria specified by Ofwat in collaboration with United Utilities Plc. The grant will be broken down for spend against the following schemes:

- **West Street** – allocation of **£441,000** to increase sustainable urban drainage capacity and reduce surface water volume entering the combined sewerage system, and increase amenity space - dwell space, pedestrian/cycle provisions and increase soft landscaping infrastructure;
- **Rock Street** – allocation of **£700,000** to increase sustainable urban drainage capacity and reduce surface water volume entering the combined sewerage system, increase amenity space on former brownfield site, improve connectivity for disabled and vulnerable road users i.e. pedestrian/cycle provisions and increase in soft landscaping infrastructure to facilitate a new public amenity space in the form of a park;
- **Market Street** – allocation of **£600,000** to increase sustainable urban drainage capacity and significantly reduce surface water volume entering the combined sewerage system, increase amenity space i.e. dwell space, pedestrian/cycle provisions and increase in soft landscaping infrastructure;
- **Curzon Street** – allocation of **£250,000** to increase sustainable urban drainage capacity and significantly reduce surface water volume entering the combined sewerage system, increase amenity space i.e. dwell space, pedestrian/cycle provisions and increase in soft landscaping infrastructure.

ii) Delegate authority to the Deputy Chief Executive (Place) or their nominated representative to agree the terms of the Legal Agreement 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.

iii) Delegate authority to Director of Legal Services or their nominated representative to finalise and enter into the Legal Agreement issued by United Utilities Plc 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 Agreement.

iv) 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 2023/2024 – 2024/2025.

v) Note that as accountable body for UUGRF, United Utilities Plc, has issued a Legal Agreement in respect of the grant, along with supporting documentation, which is currently under review by the Council‘s Legal Services Team.

vi) Note and endorse that the internal governance and administration for the UUGRF grant will be performed via the Creating a Better Place Programme Board (CAPB) structures alongside a dedicated Delivery Group for which Terms of Reference will be agreed by the Director of Economy or their nominated representative.

UUGRF Grant Acceptance

1 **Background**

1.1 In 2020 Ofwat approached UK Water Companies to submit a business case to either accelerate existing spend or propose innovative solutions to identify ways to support the country's green economic recovery from Covid-19.

1.2 The ambition is to build back greener from the pandemic: delivering lasting environmental improvements for current and future generations, whilst meeting the economic and social challenges England faces.

1.3 As part of their bid, United Utilities Plc included a section on "Accelerating Partnerships to Deliver Natural Solutions" and secured £15m, of which around £9m was allocated to delivering green Sustainable Drainage Systems and Natural Flood Management in the selected strategic catchments.

1.4 Selected catchments/areas include – all ten Greater Manchester authorities, Fylde Coast and Eden.

1.5 Greater Manchester received approximately £4m, with respective allocations being generated via a 'Call for Schemes' submissions which were evaluated against a funding formula.

1.6 Following approval and support from the Portfolio Holder for Neighbourhoods, Oldham's Highways & Engineering Team submitted four schemes that promoted innovation on the strength of emerging Mayor's Cycling & Walking Challenge funded projects which provided adequate match funding opportunities to support the evaluation process.

1.7 There are three key investment priorities/objectives the fund aims to provide: -

i) Manage water quantity better and reduce flood impacts on the Customer.
ii) Help adapt to a changing climate and environment through the installation of nature-based solutions, which not only deliver water management benefits but also the wider natural capital benefits.
iii) Learn from these schemes and use the results in the upcoming price review where United Utilities Plc aims to be ambitious in how blue green infrastructure and sustainable water management should be embraced in tackling the challenges and drivers associated with climate change, development, and urban creep.

2. Current Position

2.1 Oldham Council's proposals were submitted for evaluation in 2023 after seeking views from the Local Lead Flood Alleviation Officer, United Utilities Plc's Studies, and Investigations Lead Officer.

2.2 In December 2023, United Utilities Plc issued a Funding Contribution Agreement (FCA) setting out the terms of the UUGRF grant for each of the four projects. These documents are currently being reviewed by the Council's Legal Services and Finance Officers. The FCA letter confirms the UUGRF grant is to be fully utilized on the agreed infrastructure improvements by March 2025.

2.3 The Mayor Cycling & Walking Challenge funded projects identified as the key beneficiaries are currently funded and in various stages of delivery namely: -

a. West Street – under construction estimated completion June 2024.
b. Rock Street – under construction estimated completion August 2024.
c. Market Street – in advanced stages of detail design estimated start date Spring 2024.
d. Curzon Street – in advanced stages of detail design estimated start date Spring 2024.

2.4 The designs encapsulate current active travel and sustainable drainage initiatives derived from Streets for All guidance.

2.5 All projects will be delivered within the permissible timescales of both funding streams.

2.6 All projects will be delivered via the Accessible Oldham Strategic Partnership Agreement.

2.7 All budgets will be allocated to their respective Capital Cost Centre in collaboration with Finance Colleagues within the Transport Capital Budget.

2.8 All works will be delivered via the Accessible Oldham Strategic Partnership Agreement via the current delegated approvals process and Call Off mechanism, that includes a Social Value offer.

3 Options/Alternatives

3.1 Option 1: do nothing. Failure to accept the grant allocation of United Utilities Green Recovery Fund would reflect negatively on the perception of the town and its ambitions. It would have significant implications for delivery on the overarching project budgets and, therefore, the achievement of regeneration ambitions and objectives in Oldham Town Centre.

3.2 Option 2: Formally accept the UUGRF award allocation for £1.991m and enter the FCA as set out in this report.

4 Preferred Option

4.1 Option 2 is the preferred option to help ensure delivery of the projects in the agreed timescales and budgets and, therefore, achieve the regeneration ambitions and objectives in Oldham Town Centre.

5 Consultation

5.1 Approval to pursue the funding opportunity was granted via the Portfolio Holder for Neighbourhoods on 8 December 2022.

6 Financial Implications

6.1 The Council has been awarded £1.991m of United Utilities Green Recovery Fund (UUGRF) capital grant funding via United Utilities. This report outlines the acceptance of the grant.

6.2 It advises that the cost to increase sustainable urban drainage capacity and reduce surface water volume entering the combined sewerage system over four sites in Oldham Town Centre as part of existing capital schemes will be capital expenditure.

6.3 This will be funded from within the 2024/25 Transport Capital Programme and will be financed by UUGRF and MCF grant funding. The UUGRF grant will need to be spent in line with the conditions of the grant, noting that the deadline for spending the grant is March 2025.

(John Edisbury, Finance Officer)

7 Legal Implications

7.1 The Grant Agreements contain typical asymmetrical conditions but are not too onerous. Comments need to be sent back to United Utilities to tidy up the provisions relating to commencement as currently the works are required to commence on signature which is impossible. Oldham Council is required to complete all 4 projects by 31st March 2025 and any failure to do so can result in repayment of the funding and payment of United Utilities' costs so it is imperative that these projects are tightly managed and closely monitored. The conditions in the Grant Agreements need to be back to backed in the project agreements with the supplier under the Accessible Oldham Strategic Partnership Agreement.

(Mark Hope, Legal and Democratic Services)

8 Co-operative Agenda

8.1 The proposals set out in this report would lead to improved pedestrian access of four streets in Oldham by improving sustainable drainage and reducing surface water. The outcome would be beneficial to our residents and our people using our high streets.

(James Mulvaney, Policy Manager)

9 Human Resource Implications

9.1 No HR implications

(Catherine Reed, Strategic HR Lead)

10 Risk Assessment

10.1 The report details acceptance of the £1.991m grant from United Utilities for the implementation of the sustainable urban drainage and to reduce surface water. The service should ensure all grant conditions are complied with and there is sufficient monitoring of the projects to ensure they fit in with the timelines for completion in March 2025. The service should also monitor the Mayors Cycling and Challenge Fund to ensure that the grant conditions of the fund, and the size of the fund is still sufficient to continue to fund the £2.709m required for the schemes.

All projects require up to date risk registers to be in place and these need to be kept up to date and under review. Appointment of contractors should be procured in line with the Councils contract procedure rules and all minimum levels of insurance should be in place, and copies of insurance documentation retained.

(Vicki Gallacher, Head of Insurance, and Information Governance)

11 IT Implications

11.1 The proposals do not require acquisition of or amendments to IT systems.

(Alex Shaw, Highways & Engineering)

12 Property Implications

12.1 No property implications

(Katy Webster, Assistant Director, Property & Projects)

13 Procurement Implications

13.1 There are no direct procurement implications associated with accepting the grant. The project team must ensure the grant conditions are fully adhered. All projects will be delivered via the Accessible Oldham Strategic Partnership Agreement as stated within the report; an agreement that has been competitively procured and is a fully compliant option. The award of any works including design and consultant appointments' will be subject to future delegated approvals.

(Dan Cheetham, Procurement)

14 Environmental and Health & Safety Implications

14.1 N/A

(Alex Shaw, Highways & Engineering)

15 Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998

15.1 There are no community cohesion implications arising from the proposals contained within the report.

Natalie Downs (Stronger Communities Manager)

16 Oldham **Equality Impact Assessment, including implications for Children and Young People**

16.1 Yes

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 NEI-05-24

19 **Background Papers**

19.1 None

20 **Appendices**

20.1 Appendix A – delegated sign off from Portfolio Holder for Neighbourhoods

20.2 Appendix B – (draft) Funding Contribution Agreement – Market Place

20.3 Appendix C – (draft) Funding Contribution Agreement – Curzon Street

20.4 Appendix D – (draft) Funding Contribution Agreement – Rock Street

20.5 Appendix E – (draft) Funding Contribution Agreement – West Street

This page is intentionally left blank

Briefing to Strategic Portfolio Neighbourhood

Date: 2nd December 2022

Tuesday 6th December 2022

Subject:
United Utilities Green Recovery Fund

For Discussion

Portfolio holder:
Councillor Hannah Roberts – Portfolio Holder for Neighbourhoods (Highways)

Report Author:
Alex Shaw
alex.shaw@oldham.gov.uk

Sign-off:

Nasir Dad – Director of Economy

Summary of the issue:

Oldham Council's Highways & Engineering have been approached with a bidding opportunity via United Utilities Green Recovery Fund, in collaboration with the GMCA. There is £4m of capital funding available across the GMCA District with targeted initiatives focusing on sustainable urban drainage implementation ~~or~~ as part of infrastructure improvement led projects.

Recommendations to Portfolio Holder
To seek approval to submit an expression of interest on the 9th December 2022 focused on the three Town Centre locations; West St, Curzon St and Rock St, to GMCA to register Oldham Council's interest in an allocation of circa £400K to £1m of United Utilities Green Recovery capital funding to supplement existing capital funded projects/programmes.

1. Report details

1.1 The primary objective of the fund is to remove surface water run-off from the adopted highway and manage the water in innovative and sustainable ways. These take the form of sustainable urban drainage (SuDS) measures, namely rain gardens, soak aways and greenspace attenuation.

1.2 The current designs being produced for the Accessible Oldham programme (Oldham Town Centre), through Mayors Cycling & Walking Challenge Fund (MCF) offer 'shovel ready' schemes that satisfy the key objectives of the funding eligibility criteria.

1.3 The aims of the funding are to:-

- Manage water quantity better and reduce flood impacts on customers
- Help adapt to changing climate and environment through the installation of 'nature based' solutions, which not only deliver water management benefits but also the wider natural capital benefits.
- Learn from these schemes and use the results in the upcoming price review where UU aim to be ambitious in how blue green infrastructure and sustainable water management should be embraced in tacking the challenges and drivers associated with climate change, development and urban creep.

1.4 Match funding can be provided via existing capital funding i.e. Mayor Cycling & Walking Challenge Fund and/or Future High Street Fund. There is no call on Oldham Council to provide match funding from revenue or other Council funding sources.

1.5 This aligns with Oldham Council's Green Initiative/Policy.

1.6 It is proposed that the SuDS elements of West St, Curzon St and Rock St (greenspace) are put forward as stand-alone expressions of interest.

2. Options (including recommended option)

2.1 Option 1 – Do nothing and forgo the opportunity to increase capital spend in Oldham Town Centre and decline the opportunity to increase scope across the Accessible Oldham programme by virtue of offsetting construction costs against a new influx of capital funding.

2.2 Option 2 – Proceed with the submission of three separate expressions of interest focused on the three Town Centre locations; West St, Curzon St and Rock St, to GMCA to register Oldham Council's interest in an allocation of circa £400K to £1m of capital funding to supplement existing capital funding projects/programmes and increase scope by offsetting construction costs against a new influx of capital funding. This opportunity/initiative aligns with Oldham Council's Green Initiative/Policy.

3. Financial implications

3.1 N/A

4. Legal implications

4.1 N/A

5. HR / People implications

5.1 N/A

6. Links to Co-operative Values

6.1 N/A

7. Strategic Links

7.1 N/A

8. Communications – comments/implications

8.1 N/A

Agreed
Hannah Roberts
8/12/2022

ADDLESHAW GODDARD

Dated **2023**

UNITED UTILITIES WATER LIMITED

OLDHAM COUNCIL

FUNDING AGREEMENT

Contents

	Clause	Page
1	Definitions and Interpretation	1
2	No binding and enforceable obligation	3
3	The Works	3
4	Works obligations	4
5	Funding by Company	6
6	Completion of the Works	8
7	Termination	8
8	Insurance	10
9	Post completion of Works obligations	10
10	Changes	11
11	Personnel	11
12	Meetings	12
13	Appointments	12
14	Record Keeping, Access to Documents and Information	13
15	Confidential Information	13
16	Information Acts	13
17	Publicity	14
18	Bribery and Corruption and Modern Slavery	15
19	IR35 and Tax Compliance	16
20	General	17

The Schedule

Annex A
Insurance

Annex B
Commercially Sensitive Information

Annex C
Appended Information

The Schedule

This Agreement is made on 2023

Parties

(1) **United Utilities Water Limited** (No. 02366678) whose registered office is at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue Great, Sankey, Warrington, WA5 3LP ("**the Company**"); and

(2) **Oldham Council** [(No. ♦) whose registered office is at ♦] ("the **Beneficiary**"),

each a **party** and together the **parties**.

Background

(A) The Beneficiary intends to undertake the Project described in the Schedule.

(B) The Company has agreed to contribute the Funding Amount to the Project for the purposes of the particular Works described in the Schedule, subject to the terms of this Agreement.

Agreed Terms

1 Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement.

Applicable Laws means any binding Court order, judgment or decree, and any law, statute, regulation, bylaw, ordinance, subordinate legislation, industry licence, code, policy, guidance, standard or accreditation terms enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority (including any licences granted under the Water Act 1989 and/or the Water Industry Act 1991)

Beneficiary's Representative means the person appointed as such in the Schedule

Commenced has the meaning given to it at clause 2.3 and **Commences** and **Commencement** shall be interpreted accordingly

Commencement Deadline has the meaning given to it in the Schedule, subject to clause 2.4

Commercially Sensitive Information means the commercially sensitive information set out in Annex B (if any)

Confidential Information means any information or data relating to the existence and/or terms of this Agreement and/or to a party or a party's business, operations, assets or affairs or (in the case of the Company) to any member of Company's Group (including, but not limited to, any information ascertainable by the inspection or analysis of samples), disclosed (whether in writing, orally or by any other means) to one party by the other party or by a third party on behalf of the other party, and including any Commercially Sensitive Information

Delivery Agent means any third parties that enter into any contract or agreement, or proposed contract or agreement, with the Beneficiary pursuant to which that third party agrees to carry out the Works or any part of the Works (together with any sub-contractor of any such Delivery Agent)

Funding Amount means the amount specified as such in the Schedule

Information Acts means the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004

Insolvent means:

(a) a party stopping or suspending or threatening to stop or suspend payment of all or a material part of its debts, or becoming unable to pay its debts, or being deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986;

(b) any step being taken by any person with a view to the winding up of such party or any person presenting a winding-up petition which is not dismissed within five (5) working days;

(c) a receiver, manager, administrative receiver or administrator being appointed in respect of such party;

(d) such party ceasing or threatening to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidated terms approved by the other party before such step is taken (which approval shall not be un reasonably withheld or delayed); or

(e) any event occurring which, under the law of any relevant jurisdiction, has an analogous effect to any of the events listed above

Longstop Date has the meaning given to it in the Schedule

Minimum Maintenance Period means the period specified in the Schedule

Project means the project outlined in the Schedule

Trigger Event means the event (if any) specified as such in the Schedule

Company's Group means Company, and any subsidiary or holding company for the time being of Company or any other subsidiary for the time being of that holding company

Company's Representative means the person appointed as such in the Schedule

Works means the works forming part of the Project in respect of which the Company has agreed to make available the Funding Amount as set out in the Schedule.

1.2 Words such as "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words.

1.3 Any reference to a statute or a statutory provision (including any enactment, order, regulation or instrument) shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced.

1.4 Headings and indexes are for reference purposes only and shall not be used to construe or interpret the meaning of this Agreement.

1.5 In the event of any conflict between the generally applicable terms of this Agreement, and any special conditions set out in the Schedule, then the special conditions shall take precedence.

2 No binding and enforceable obligation

2.1 The Company and the Beneficiary acknowledge and agree that nothing in this Agreement constitutes an obligation for the Beneficiary to carry out or procure the Works. If the Beneficiary elects not to Commence or procure the Commencement of the Works then subject to clause 2.2, the Beneficiary shall not be liable to the Company as a result of that election and none of the remaining provisions of this Agreement shall come into force. Where the Beneficiary elects to Commence or procure the Commencement the Works, the remaining provisions of this Agreement shall come into force and shall apply to the Beneficiary, to the Works and to the Company.

2.2 In the event that the Works are not Commenced by the Commencement Deadline, this Agreement shall not come into force, whether or not the Beneficiary subsequently Commences (or procures the Commencement of) the Works, save in respect of clause 7.9 and this clause 2.2 (together with any other provisions necessary for the purposes of construing the same) which shall take effect from the date of this Agreement. In particular and without limiting the foregoing:

(a) the Company shall have no liability to pay the Funding Amount in such circumstances; and

(b) if for any reason the Company has agreed to pay any amount of the Funding Amount in advance of Commencement (in which case clause 5 shall apply to such payments), then such amounts shall be held on trust by the Beneficiary for the benefit of the Company pending Commencement; and

(c) in the event that Commencement has not occurred by the Commencement Deadline then the Beneficiary shall repay such amounts to the Company in full without delay (and immediately upon receipt of written demand by the Company).

2.3 For the purposes of clause 2.2, the Works shall be deemed to have **Commenced** when any Trigger Event specified in the Schedule has occurred, or if no event is so specified, when the Beneficiary has, or has procured that, either:

(a) a professional team has been appointed which has commenced the design, and development of the Project; or

(b) if no professional team is required to be appointed, or the professional team has been appointed at the date of this Agreement, when the Works have been physically commenced on the site of/ in respect of the Project.

2.4 Company's Representative shall be authorised to agree any extension to the Commencement Deadline where reasonably requested by the Beneficiary's Representative as a consequence of circumstances beyond the reasonable control of the Beneficiary (but shall not be obliged to agree to the same).

3 The Works

3.1 The Beneficiary shall carry out the Works in a timely manner, and in accordance with all relevant standards including health and safety, quality, and environmental standards as well as Applicable Laws.

3.2 The Beneficiary confirms that, in the event it elects to carry out or procure the Works, it is prepared to proceed with the Works on the terms set out in this Agreement including the Schedule.

3.3 The Beneficiary shall provide the Company with regular written progress updates in relation to the Works and in particular will update the Company on the following at least once per calendar month:

(a) information on the progress of the Works to date (including actual cost of the Works to date);

(b) a forecast of future cost of the Works up to the completion of the Works;

(c) a project plan showing the outstanding Works; and

(d) the latest estimated date for the completion of the Works and the associated risks and mitigation measures.

4 Works obligations

4.1 The Beneficiary shall:

(a) obtain all necessary permits and consents, including, without limitation, where necessary from the Company, any relevant regulator, landowner or planning authority, prior to the Commencement of the Works. For the avoidance of doubt, any permits or consents to be obtained from the Company must be applied for in the ordinary course and the entering into this Agreement shall not constitute any such permit or consent;

(b) ensure that the Works do not impact on any footpath, access, right of way over, or other right in respect of, the relevant land.

4.2 The Beneficiary shall procure that:

(a) all Works shall be carried out diligently, in a good and workmanlike manner and in accordance with good construction and environmental management practice, and that any and all plant and materials used shall be appropriate for their purposes, of good quality and free of defects;

(b) there shall at all times be a sufficient number of staff (including all relevant grades of supervisory staff) and Delivery Agents (including professional appointments and any works contractor(s)) engaged in the provision of the Works with the requisite level of skill and experience;

(c) all staff and Delivery Agents receive such training as is necessary to ensure the proper performance of the Works and all other obligations under this Agreement; and

(d) all Works are carried out in accordance with all Applicable Laws, and any permits or consents obtained pursuant to clause 4.1 and in such manner as does not compromise any licence held by the Company in respect of its role as a water and/or wastewater undertaker.

4.3 The Beneficiary shall give the Company reasonable notice in writing of any inspections or testing of the Works by the Beneficiary or its Delivery Agent and shall afford the Company and any relevant regulator sufficient opportunities as it shall reasonably require to conduct any inspections, demonstrations, testing or audits in relation to the Works and the Beneficiary's management of the Works and discharge of its duties under Applicable Law that the Company reasonably deems necessary.

4.4 The Company may work together in collaboration with the Beneficiary, or a professional team procured by them, to develop the design of the Works.

4.5 Any design work carried out by the Company under clause 4.4, and/or any other design or other input (including any reports) provided by or on behalf of the Company to the Beneficiary (or any Delivery Agent) is indicative only and is used by the Beneficiary at its own risk. Accordingly, the Company shall not be responsible for the design Works and/or specification of the Works, which shall be the risk and responsibility of the Beneficiary.

4.6 For the purposes of all Works (and regardless of any action the Company takes pursuant to this Agreement) the Beneficiary agrees that (where and to the extent applicable):

(a) it is the only client under the Construction (Design and Management) Regulations 2015 (as amended) (**CDM Regulations**) and shall fulfil all the roles and duties of such including making the necessary notification to the Health and Safety Executive in accordance with the CDM Regulations and appointing any necessary Principal Contractor or Principal Designer (as defined in and required by the CDM Regulations), save as specified in sub-clause (b) below;

(b) where the Funding Amount is ultimately to be transferred to a third party who should properly be appointed as client under the CDM Regulations, the Beneficiary may appoint that party as client, but the Beneficiary shall ensure that such client complies in full with the CDM Regulations;

(c) the Company shall in any event have no role under the CDM Regulations unless otherwise expressly agreed in writing; and

(d) in the event that the Beneficiary ceases to be the client under the CDM Regulations (either generally or in respect of any given Works), the Beneficiary shall fully co-operate with (and provide any information reasonably required by) any replacement so appointed.

4.7 It is acknowledged and agreed that the Works do not themselves entail Works to be carried out by the Beneficiary on or in respect of the Company's assets and infrastructure, for the benefit of the Company.

4.8 Where, notwithstanding clause 4.7, access to any of the Company's assets and/or infrastructure is required in connection with the carrying out of the Works, or where the Works are otherwise adjacent to any assets or infrastructure of the Company, then the Company may provide such access or permit the undertaking of such Works subject to the Beneficiary first providing the Company with reasonable notice and any requisite method statements for the Works. If the Company grants such access or permits such Works, the Beneficiary shall:

(a) ensure only professional, suitably qualified Delivery Agents undertake any such Works;

(b) comply with all laws, good industry practice and any other requirements of the Company in respect of the site and/or the Company's assets and infrastructure, which may include:

(i) complying with all relevant policies, standards and/or specifications of the Company relating to the conduct of works on its assets and/or infrastructure, as may be made available by the Company to the Beneficiary;

(ii) complying with all requirements of the Company to ensure that there is no interruption to the services delivered by the Company to its customers (or where such interruption cannot be avoided, to minimise such interference);

(iii) complying with the Company's policies relating to vulnerable customers and to engagement with its customers more generally; and

(iv) obtaining collateral warranties in the Company's favour from any Delivery Agent working on, or adjacent to, any such assets and infrastructure of the Company, in order to protect the Company's interests in those assets and infrastructure.

4.9 Where the Company grants the Beneficiary access to any Company assets or infrastructure under clause 4.8 above, the Beneficiary shall:

(a) not connect any asset or infrastructure or otherwise enable the same to be used in a live environment without the prior consent of the Company and affording the Company the opportunity to undertake any necessary testing or inspection of the relevant asset;

(b) not cause any damage, interference or disruption to such assets and infrastructure and shall indemnify the Company in respect of any costs, liabilities, damages and/or other liabilities arising from such access and/or any works carried out on any asset(s) and/or infrastructure of the Company.

4.10 The Beneficiary shall inform the Company as soon as possible (and in any event before the same takes effect) if it considers any of the following may occur: the sale or transfer of any land capable of having an impact on the Works; or the granting, termination or expiry of any lease or tenancy or other interest in land which is capable of having an impact on the Works. The Beneficiary shall remain responsible for ensuring the Works are carried out as intended or the Funding Amount is reimbursed to the Company.

4.11 In the event of a delay by the Beneficiary in completing the Works by the Longstop Date, then:

(a) where the Company has permitted access to the assets and infrastructure of the Company pursuant to clause 4.8 in connection with the Works, the Beneficiary shall indemnify the Company in respect of any losses suffered or incurred by the Company in making good any impacts upon such assets or infrastructure or otherwise as a result of such delay; and

(b) otherwise, the Company's sole remedy shall be the termination of this Agreement in accordance with clause 7.1, the refund of any amounts of the Funding Amount pursuant to clause 5.2(b) and the payment of any amounts pursuant to clause 7.6.

4.12 The Beneficiary must notify the Company as soon as possible upon becoming aware of any circumstances that could delay or impact upon the Works. In any event, if the Beneficiary is (or may be) prevented from complying with its obligations due to exceptional circumstances outside its reasonable control, the Beneficiary must notify the Company immediately. The Company may (acting reasonably) decide if any extension to the Longstop Date shall apply in this event.

5 Funding by Company

5.1 The Company agrees to contribute the Funding Amount towards the capital costs of the Works in respect of the Project. Unless otherwise stated in the Schedule:

(a) the Funding Amount is inclusive of any tax that is payable in respect of it; and

(b) if any tax (such as VAT) is payable in respect of any amounts received, then the Beneficiary shall be responsible for accounting for the same to HMRC at no additional cost to the Company. The Beneficiary shall diligently consider whether any taxes are so payable to ensure compliance with law; and

(c) should any other tax legislation require the deduction of any amount in relation to tax, then this shall be at the sole risk of the Beneficiary. As such, any necessary deduction shall be made (whether by the Company, or by the Beneficiary, as applicable) from the Funding Amount such that the Company's total liability under this Agreement is not increased.

5.2 The Company shall pay the Funding Amount in accordance with the payment schedule set out in the Schedule, or if none is stated, in full upon completion of the Works, and:

(a) where any amount is payable on completion of the Works, it shall be conditional upon the issue of a certificate of completion in accordance with clause 6.2; and

(b) in the event that the Company has paid any amounts to the Beneficiary in advance of the issue of a certificate of completion in accordance with clause 6.2 and:

(i) the certificate of completion is not issued by the Longstop Date; or

(ii) the Beneficiary otherwise abandons or discontinues the Works, or carries them on in such a manner that leads the Company to reasonably conclude that the Beneficiary does not intend to endeavour to complete the Works in a timely fashion,

then (without prejudice to clause 2.3) the Company shall be entitled to a full refund of such pre-paid amounts of the Funding Amount. The Beneficiary shall pay the same to the Company within 21 days of a written demand by the Company, and any credit note required by the Company shall be issued by the Beneficiary within the same period.

5.3 The Company shall make payment of the Funding Amount (or any instalment thereof) to the Beneficiary within 30 days following the end of the month in which the Company receives a VAT invoice for such amount.

5.4 If the Company wishes to dispute the amount set out in an invoice, it shall notify the Beneficiary within 10 days following delivery of the invoice specifying the disputed amount and the grounds on which it claims that such amount is not due and payable. Late payment of any undisputed amount due and payable under any invoice shall carry interest from the due date to the date of payment at the rate of 2% per annum above the base rate of HSBC Bank plc from time to time.

5.5 The Funding Amount stated in the Schedule shall be the entirety of the Company's financial commitment to the Beneficiary in respect of the Works. Such payment is a grant funding contribution and it is not anticipated that this will cover 100% of the cost of the relevant Works. All other costs of delivering the Works (including any cost overruns) must be met by the Beneficiary, unless the Agreement has been specifically varied by the parties to increase the Funding Amount.

5.6 In addition, the Funding Amount must not exceed the final total cost of the Works. If it otherwise would, then the Beneficiary must notify the Company, and the Funding Amount will be reduced so that it does not exceed 100% of the total cost of the Works.

5.7 If the Beneficiary receives any overpayment or any amount to which it is not entitled, or where any amount is repayable to the Company under this Agreement, this amount must be repaid to the Company and shall be a debt owed to Company. Company may offset this amount against any future amount payable by the Company or demand its repayment (in which case the Beneficiary will do so within 30 days). Any repayment by the Beneficiary must be made without any offsetting or deduction of any kind.

5.8 Where under this Agreement the Company would be entitled to claw back or withhold payment of the Funding Amount, the Company may (at its absolute discretion) agree to pay to the Beneficiary (or permit the Beneficiary to keep) a pro-rata amount properly reflecting the actual work undertaken by the Beneficiary and the benefits to the public realm of such works.

6 Completion of the Works and ongoing maintenance

6.1 The Beneficiary shall notify the Company in writing once it considers that the Works have been completed in accordance with the drawings, specification and design agreed by the Company pursuant to any necessary consents given by the Company to the Beneficiary, in order to enable the Company to certify completion of the Works.

6.2 Following receipt of a notification from the Beneficiary pursuant to clause 6.1 that all the Works have been completed, and provided that the Company is satisfied that the Works comply in all respects with this Agreement and all relevant standards, and that all deficiencies, snagging and defects have been rectified, the Company shall issue a certificate of completion of the Works. In the event that the Company considers that the whole or any part of the Works does not comply as aforesaid, it shall notify the Beneficiary in writing together with full details of its reasons why the certificate of completion of the Works should not be issued.

6.3 Where the certificate of completion of the Works is not issued pursuant to clause 6.1, the Beneficiary shall have regard to the reasons given by the Company and shall carry out such further work as is required to comply with this Agreement. Once the Beneficiary has completed such further work, the process in clauses 6.1 and 6.2 shall be repeated.

7 Termination

7.1 The Company may elect to terminate this Agreement on thirty days' notice to the Beneficiary:

(a) at any time prior to Commencement, or:

(b) if the Works have not been concluded by the Longstop Date (in which case clause 5.2 shall apply to any pre-paid amounts).

If the Company exercises its rights under this clause 7.1 then clause 7.9 shall apply.

7.2 If either party is in material breach of this Agreement then:

(a) the party not in breach may notify the other in writing of such breach; and

(b) if the breach is not capable of rectification the party not in breach shall be entitled to terminate this Agreement immediately on giving written notice; or

(c) if the breach is capable of rectification and the breach is not remedied within 21 days following receipt by a party of the written notice then the party not in breach may terminate this Agreement immediately by written notice.

7.3 Either party may terminate this Agreement immediately by giving notice to that effect to the other if the other becomes Insolvent.

7.4 The Beneficiary will give notice to the Company immediately upon it becoming Insolvent.

7.5 The Company may terminate this Agreement immediately by giving notice to that effect to the Beneficiary if:

(a) the Beneficiary breaches any Applicable Laws, including relating to bribery, corruption or modern slavery, or commits any fraud in connection to the Works;

(b) the Beneficiary by any act or omission causes the Company to breach (or to take any specific action to avoid breaching) any Applicable Law, or any licence held by the Company in respect of its role as a water and wastewater undertaker, or causes (or causes the Company to take any specific action to avoid) any unauthorised impact on any of services provided by the Company to customers.

7.6 Subject to clause 18, if this Agreement is terminated in accordance with clauses 7.2, 7.3 or 7.5, the party in default shall pay the reasonably and properly incurred costs in relation to termination. Where the party in default is the Beneficiary, such costs will include:

(a) any costs incurred by the Company in making good the Works and/or otherwise in its role as a water and waste water undertaker; and

(b) reimbursing any instalment of the Funding Amount previously paid by the Company in accordance with clause 5.2.

7.7 The Company may terminate this Agreement on 60 days' notice if at any time:

(a) it concludes on reasonable grounds that the anticipated benefits of the Works will not be realised; or

(b) the Company is otherwise compelled by law to terminate this Agreement.

7.8 If the Company terminates under clause 7.7:

(a) the Beneficiary shall be entitled to retain any previously paid portion of the Funding Amount that reflects the actual costs incurred by the Beneficiary (but any excess of previously paid amounts over actual costs shall be repayable within 30 days of termination); and

(b) if the Beneficiary's committed, unavoidable costs exceed the amounts previously paid to the Beneficiary, the Beneficiary shall be entitled to apply for payment of an amount equal to the balance of those committed costs save that the maximum liability of the Company in respect of such additional amounts together with any previously paid amounts shall not exceed 100% of the Funding Amount. Any such application must be made within 30 days of termination, and shall be subject to satisfactory evidence of the relevant costs being produced by the Beneficiary. The Company shall pay the same within 30 further days of the end of the month in which such evidence is produced by the Beneficiary.

7.9 Upon termination (or where this Agreement does not come into force pursuant to clause 2.2), all obligations of both parties under this Agreement shall cease except for:

8 the provisions of clause 15 (Record Keeping, Access to Documents and Information

8.1 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep records to demonstrate compliance with this Agreement and any Applicable Laws.

8.2 The Beneficiary shall on request provide the Company with any documents, information, photographic or other documentary evidence, or written or verbal explanations that may be required by the Company in connection with this Agreement and/or the Works. The Beneficiary agrees that any documents provided to the Company may be supplied to (and used by) any Company personnel, and any regulatory authority having oversight over the Company and/or the Project.

8.3 The Beneficiary acknowledges that:

(a) inspection of the Works under clause 6 or the provision of documents, information, photographic or other documentary evidence or other explanations may be required by the Company (in accordance with this clause 14) to demonstrate that the Works have been completed or any other deadline met; and

(b) as a result, any failure of the Beneficiary to so comply to the reasonable satisfaction of the Company may result in all or any portion of the Funding Amount being withheld by the Company, and/or the Company otherwise refusing to confirm that the Works are complete or a relevant deadline met.

(c) Confidential Information);

(d) the provisions of clause 18 (Limitation on Liability); and

(e) this clause 7 (Termination),

and save also for any antecedent breach by either party of the terms of this Agreement.

8.4 Save for any amounts expressly identified in this clause 7, no other compensation shall be payable by the Company in respect of termination of this Agreement.

9 Insurance

9.1 The Beneficiary shall, at its own cost, procure that the insurances, details of which are set out in Annex A to the Schedule (Insurance), are taken out and maintained from the date the Works are Commenced until the defects liability period under clause 10.1 has passed.

9.2 Without prejudice to the other provisions of this clause 9, the Beneficiary shall, at all relevant times, at its own cost, effect and maintain in full force those insurances which it is required to effect by any Applicable Law.

9.3 All Insurances shall:

(a) shall be composite policies of insurance (and not joint policies); and

(b) be placed with insurers who are acceptable to the Company (such acceptance not to be unreasonably withheld or delayed).

9.4 The Beneficiary shall supply the Company with copies of every policy of insurance (or such other evidence of insurances as may be reasonably required) as soon as it is available, together

with evidence of payment of the premiums. If the Beneficiary defaults in insuring or continuing to maintain the insurances, the Company may insure against any risk in respect of which such default has occurred and recover any premiums from the Beneficiary as a debt.

9.5 The Company shall not be obliged to take out any insurances for the Works.

10 Post completion of Works obligations

10.1 Following the issue of a certificate of completion under clause 6.2, for the period specified in the Schedule (or if no such period is expressly specified, twelve months) following the date of the certificate of completion, the Company may notify the Beneficiary of any deficiencies or defects in the Works which become apparent, giving full details of such deficiencies or defects in the Works.

10.2 If the Company notifies the Beneficiary of a deficiency or defect under clause 10.1, the Beneficiary shall have regard to such notification and shall carry out any further work as is required in order to rectify the deficiency or defect and complete the Works in accordance with the Agreement.

10.3 Following completion of the Works for the purposes of clause 6.2, the Beneficiary warrants, represents and undertakes to ensure that:

(a) any structures or features resulting from the Works are properly maintained and cared for (and that any necessary investment is made) for (as a minimum, and without prejudice to clause (b)) the Minimum Maintenance Period, and in addition for any longer period necessary to ensure that those structures and features deliver the benefits that they are designed to deliver for as long as they can reasonably be expected to endure; and

(b) in addition:

(i) any features created by the Works that are intended to become a permanent feature of the landscape, are maintained for as long as reasonably necessary to enable those features to becomes such a permanent feature; and

(ii) where the Works entail planting trees/other plants, they are cared for and maintained on an ongoing basis, to ensure they become fully established and act as a landscape feature as envisaged at the time of this Agreement; and

(iii) any permanent structures resulting from the Works will, following their completion, are appropriately maintained in accordance with good industry practice for their normal asset life.

10.4 In the event of any non-compliance with clause 10.3, the Company may notify the Beneficiary of such non-compliance and if it is not rectified within 30 days' of such notice, the Funding Amount (or such proportion thereof as the Company deems appropriate in all the circumstances) shall immediately be repaid to the Company and shall be recoverable by the Company as a debt.

11 Changes

11.1 The Beneficiary and the Company shall regularly meet to discuss what they believe to be working well, and what is not.

11.2 The Company may request changes (at any time) to:

(a) the requirements of this Agreement;

(b) the Project;

(c) the Works; and

(d) include an additional requirement in the Agreement.

11.3 The Parties shall meet in good faith to discuss any such changes or additional requirements, and how best they might be provided for, and shall implement whatever agreement they may reach.

11.4 The Beneficiary shall not unreasonably withhold its approval of any changes or additional requirements which may be proposed by the Company.

12 Personnel

12.1 The Parties shall appoint the persons listed in the Schedule as the Beneficiary's Representative and Company's Representative respectively for the purposes of this Agreement, and all Works and obligations under (or in connection with) this Agreement.

12.2 The Beneficiary's Representative shall have full authority to act on behalf of and to bind the Beneficiary for all purposes related to this Agreement, and the Company shall be entitled to treat any act of the Beneficiary's Representative as being expressly authorised by the Beneficiary (save where the Beneficiary has notified the Company (in advance) that such authority has been revoked and with reason) and the Company shall not be required to determine whether any express authority has in fact been given.

12.3 The Beneficiary's Representative shall:

(a) assume personal overall direction, management, supervision and control of the Works and other responsibilities and obligations under (or in connection with) this Agreement;

(b) establish and maintain direct and regular contact with Company's Representative on all matters pertaining to this agreement; and

(c) prepare for and make themselves available to attend all meetings required to be attended pursuant to clause 13.

13 Meetings

13.1 The Beneficiary's Representative and Company's Representative shall attend such meetings:

(a) as may be required under (or contemplated within) clause 13.4; or

(b) as may otherwise be reasonably required by the Company (in the context of this Agreement).

13.2 The Beneficiary shall promptly provide the Company with such information regarding any Works, or any events affecting any Works, as may reasonably be required by the Company, including copies of any contract which relates to the carrying out of the Works.

13.3 The Beneficiary shall promptly notify the Company of any incident, event or circumstance which is likely to delay the progress of any Works.

13.4 The following meetings shall occur throughout the Project lifecycle, unless otherwise stated (and/or as added to) in the Schedule:

(a) stage and gate review;

(b) progress meetings; and

(c) risk planning and review meetings.

14 Appointments

14.1 It is anticipated that the Beneficiary wishes to appoint or engage one or more Delivery Agent(s) (including any professional appointments and/or works contractors) in respect of carrying out the Works or part of the Works, and the Beneficiary shall obtain written consent from the Company prior to any appointment or engagement.

14.2 The Beneficiary shall ensure that each Delivery Agent performs and behaves in the same manner as the Beneficiary ought to do. Performance and behaviour measures shall include (but not be limited to) time, cost, sustainability, quality, health and safety, and shall be monitored by the Beneficiary on an on-going basis.

14.3 If the Beneficiary appoints or engages a Delivery Agent for any part of the Works, then the Beneficiary shall not be relieved from any liability or obligation whatsoever under this Agreement, and the Beneficiary shall be fully responsible for the acts, omissions or defaults of any Delivery Agent as if they were the acts, omissions or defaults of the Beneficiary.

15 Record Keeping, Access to Documents and Information

15.1 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep records to demonstrate compliance with this Agreement and any Applicable Laws.

15.2 The Beneficiary shall on request provide the Company with any documents, information, photographic or other documentary evidence, or written or verbal explanations that may be required by the Company in connection with this Agreement and/or the Works. The Beneficiary agrees that any documents provided to the Company may be supplied to (and used by) any Company personnel, and any regulatory authority having oversight over the Company and/or the Project.

15.3 The Beneficiary acknowledges that:

(a) inspection of the Works under clause 6 or the provision of documents, information, photographic or other documentary evidence or other explanations may be required by the Company (in accordance with this clause 14) to demonstrate that the Works have been completed or any other deadline met; and

(b) as a result, any failure of the Beneficiary to so comply to the reasonable satisfaction of the Company may result in all or any portion of the Funding Amount being withheld by the Company, and/or the Company otherwise refusing to confirm that the Works are complete or a relevant deadline met.

16 Confidential Information

16.1 Neither party shall disclose any Confidential Information of the other party save as required:

(a) by any enactment or requirement of any regulatory authority (including the Information Acts as set out in clause 16 below);

(b) pursuant to any judicial or arbitral process;

(c) to enable that party to perform its obligations pursuant to this Agreement, including the disclosure of such information to any employee, consultant, agent, officer, Delivery Agent (of any tier), lender or adviser provided that such disclosure is made in good faith and only to the extent necessary to enable the party to fulfil its obligations under this Agreement; and/or

(d) by the Company, as required by its statutory duties or statutory licence.

17 Information Acts

17.1 The Beneficiary acknowledges that:

(a) the Company may be required, under the Information Acts, to disclose information relating to the subject matter of this Agreement; and

(b) notwithstanding any other provision in this Agreement, the Company shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts (having regard to any identified Commercially Sensitive Information).

17.2 The Beneficiary shall provide all necessary assistance and cooperation as reasonably requested by the Company to enable it to comply with its obligations under the Information Acts.

17.3 The Beneficiary acknowledges that it may share information with the Company relating to its personnel or other individuals in connection with the Works and this Agreement. The Beneficiary agrees that the Company shall control that data and may use that data, and share it with third parties, in connection with its business and the Works. In any event, each Party shall comply with its obligations under data protection and privacy laws in dealing with any personal information, including but not limited to establishing the lawful basis for transferring any personal information to the other party. If either party reasonably considers that the nature of the Works is such that additional data protection requirements should apply, then both parties shall act reasonably in relation to agreeing the necessary data sharing agreement.

18 Publicity

18.1 Unless otherwise agreed by the Company, and save for any specific publicity activities specified in the Schedule, the Beneficiary shall not (and will ensure that none of its Delivery Agents shall) make any press announcements, or otherwise brief any media organisation, make any announcement or issue any brochure or other marketing material, which in any way concerns (or refers to) this Agreement, the Project, and/or the Works or any related matter, without the Company's prior written consent (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

18.2 If the Company provides its consent in accordance with clause 18.1, the parties shall consult together on the timing, contents and manner of release of any announcement.

18.3 The parties agree that any announcements or publications shall be in a form and substance agreed between the parties.

18.4 Notwithstanding clauses 18.1 – 18.3 above:

(a) the Beneficiary acknowledges that the Company shall be entitled to request reasonable support from the Beneficiary in order to publicise the Company's contribution to the Project, which may include facilitating access to the Works to invitees of the Company and/or displaying billboards or similar advertising referring to the Company's contribution, and the Beneficiary shall act reasonably in respect of any such request; and

(b) the Beneficiary agrees to comply with all reasonable instructions of the Company which relates to communications with the Company's customers in respect of any impact that the Works may have in relation to the services provided by the Company, or other impacts upon customers of the Company, and not to communicate with customers in connection with the Company, its infrastructure or assets, without the prior written consent of Company's Representative.

18.5 Where any publicity entails either party making any use of any brand or logo of the other they shall do so only in accordance with the reasonable directions of the party whose brand or logo is being used.

19 Limitation on liability

19.1 The Company's aggregate liability in respect of this Agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to a sum equal to the Funding Amount less the aggregate of any amounts already paid by the Company in accordance with clause 5.3 provided that such limitation shall not apply to any liability in respect of death or personal injury resulting from a negligent act or omission or breach of statutory duty by the Company, or to any other liability that cannot be limited or excluded at law.

20 Bribery, Corruption and Modern Slavery

20.1 The Beneficiary warrants, represents and undertakes that no offence under the Bribery Act 2010 (**Bribery Act**) has been or will be committed by:

(a) the Beneficiary; or

(b) any associated person of the Beneficiary,

in connection with the procurement or implementation of this Agreement.

20.2 For the purposes of clause 20.1(b), the definition of associated person in section 8 of the Bribery Act applies.

20.3 If at any time the Beneficiary:

(a) has knowledge of, or has reasonable grounds to suspect the occurrence of, a breach of the warranty in clause 20.1; or

(b) becomes the subject of any investigation in connection with the Bribery Act; or

(c) becomes the subject of any other investigation in respect of any (or any suspected) wrong doing or impropriety; or

(d) becomes aware of any equivalent investigation (as falls within clause 20.3(b) or 20.3(c)) in respect of its employees, or sub-contractors or any other associated person,

the Beneficiary (unless prohibited by Applicable Laws) shall promptly notify the Company in writing of such matters within its knowledge, or of such grounds for suspicion, and (where clause 20.3(a) applies) shall co-operate with the Company in the investigation of the breach or suspected breach of the same.

20.4 Similarly, the Beneficiary shall promptly inform the Company of any genuine and substantiated allegation, serious complaint or verifiable information in respect of any corruption related offence relating, in some way, to this Agreement or its subject matter (including, without limitation, any offence under the Bribery Act and/or any offence or practice relating to corruption, fraud, coercion, collusion, obstruction, money laundering and/or the financing of terrorism).

20.5 The Beneficiary shall:

(a) comply with all Applicable Laws relating to modern slavery including but not limited to the Modern Slavery Act 2015 (the "**Relevant Modern Slavery Requirements**");

(b) not do or omit to do any act or thing which causes or may cause the Beneficiary, the Company or any Company Group Member to be in breach of and/or to commit an offence under any Relevant Modern Slavery Requirements; and

(c) promptly notify the Company of any breach of this clause.

21 IR35 and Tax Compliance

21.1 The Beneficiary shall ensure that:

(a) it is UK tax resident or has a tax presence in the UK; and

(b) no individuals who are or will be involved in the provision of the Works (each an Involved Individual) will be engaged via an Intermediary without the express prior written consent of Company; and

(c) in any event, all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all associated tax laws (including IR35) are complied with, in respect of each and every Involved Individual,

and shall notify Company as soon as reasonably practicable if any of the foregoing is untrue or ceases to be true (and in any event shall notify Company as soon as reasonably practicable if it considers that Company may have any obligations under IR35 in respect of the Works). The Beneficiary shall be responsible for any costs or other liabilities incurred by Company as a result of any of the foregoing being or becoming untrue.

21.2 For the purposes of clause 20.1: (i) “Intermediary” means a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of the Income Tax (Earnings and Pensions) Act 2003 or such other meaning provided for such term in any other legislation amending or repealing IR35 (as interpreted in accordance with HMRC published guidance); and (ii) IR35” means the intermediaries legislation known as IR35 concerning off payroll working set out in Chapters 8 and 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the

Social Security Contributions (Intermediaries) Regulations 2000 (in each case as may be amended from time to time) and any other legislation or secondary legislation which imposes a liability to pay or deals with the payment to HMRC of any employment taxes in connection with services provided by workers via Intermediaries;

21.3 The Beneficiary shall in any event comply with all Applicable Laws, including tax laws, and shall not do or omit to do anything that causes Company to breach any Applicable Law.

21.4 If any sum paid or due to Company under the Agreement is liable to taxation, the Beneficiary shall pay Company such further sum as ensures that the net amount received and retained by Company equals the full amount which would have been received and retained by it but for that tax liability.

21.5 The Beneficiary shall account to HMRC for any VAT payable on sums due under the Agreement (and where relevant, Company is an "end user" for the purposes of Section 55A of the VAT Act 1994, the Domestic Reverse Charge for Construction).

21.6 Breach of any sub-clause of this clause 20 is a material breach by the Beneficiary which is not capable of remedy.

21.7 This clause 20 shall survive the expiry or termination (for any reason) of this Agreement (or of the Beneficiary's engagement under it).

22 General

22.1 The Beneficiary will use its reasonable endeavours to enable the Company to receive the benefit of all the capital allowances in respect of the Funding Amount towards the cost of the Works, to the extent that the Company is entitled to those allowances.

22.2 The Beneficiary represents and warrants that that it has not done, and will not do, anything in connection with this Agreement and/or the Works which could be considered an inducement for any person to show favour to the Beneficiary or otherwise act in a particular matter, or which could be considered to amount to bribery or an attempt to defraud any party (including the Company).

22.3 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep sufficient records to demonstrate compliance with this Agreement and any Applicable Laws or regulations and to demonstrate expenditure on the Works (including any relevant invoices and receipts).

22.4 The Beneficiary shall be responsible for compliance with all Applicable Laws in carrying out the Works and any subsequent maintenance required pursuant to clause 9.3, and shall not by act or omission cause the Company to breach any Applicable Laws, including:

(a) relating to the undertaking of works, and/or the provision of water or waste water services; and/or

(b) relating to taxation, including ensuring that all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all associated tax laws are complied with, in respect of each and every individual involved in the discharge of the Works (including under the intermediaries legislation known as IR35 concerning off payroll working).

22.5 If any sum paid or due to the Company under this Agreement is liable to taxation, the Beneficiary shall pay the Company such further sum as ensures that the net amount received and retained by the Company equals the full amount which would have been received and retained by it but for that tax liability.

22.6 The Beneficiary grants to the Company an irrevocable, perpetual, non-exclusive royalty-free licence to use all the intellectual property and materials created as a result of the design and implementation of the Works for all purposes, including the right to sub-licence.

22.7 Neither party intends that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than the Company or the Beneficiary.

22.8 Any notice pursuant to this Agreement shall be in writing and shall be duly and validly served if delivered by hand or sent by first class post to the registered office of the relevant party (and in the case of a notice served on the Company, provided the notice is addressed to the Company Secretary of the Company). Any notice sent by post shall be conclusively treated as having been served two working days after posting.

22.9 Neither party may assign or charge its rights or interests under this Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed).

22.10 No amendment to or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each party. No general terms and conditions contained in any purchase order or other document customarily required by either party in connection with a request for works or services shall be binding on the parties.

22.11 Should a dispute between the parties arise out of or in connection with this Agreement, the parties' respective representatives shall initially discuss and attempt to resolve the dispute. If the parties' representatives are unable to resolve the dispute to the satisfaction of both parties within 14 days, it shall be escalated to the parties' appropriate senior managers for resolution. If the senior managers are unable to resolve the dispute to the satisfaction of both parties within 14 days, it shall be escalated to the parties' directors for resolution. If the directors are unable to resolve the dispute to the satisfaction of both parties within 14 days, the dispute shall be referred to adjudication in accordance with clause 22.12.

22.12 Either party may refer to adjudication any dispute arising out of or in connection with this Agreement in accordance with the Housing Grants, Construction and Regeneration Act 1996. The adjudicator shall be agreed between the parties and failing agreement within 7 days of receipt by one party of a proposal by the other the adjudicator shall be nominated at the request of either party by the President or Vice President for the time being of TECBAR.

22.13 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreements between the parties. Each party acknowledges that in entering into this Agreement it is not relying upon any statement or representation not set out in this Agreement.

22.14 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Save as expressly provided otherwise, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

The Schedule

TABLE 1 – GENERAL INFORMATION

1	**The Project**	Oldham Council, Town Centre regeneration scheme incorporating SuDS features to create green travel corridors and parks within Oldham Town Centre. Current buildings and hard impermeable paved areas will make way for green spaces with recreational facilities across Oldham town centre. Features include, new park areas, permeable paving, tree pits, rain gardens, cycleways. Projects were/are selected for the programme based on a matrix which assessed Volume (area) attenuated / disconnected from the network, Natural Capital Value, innovation in Partnership, Project maturity, innovation and flood risk benefits.
2	**The Works**	
2.1	Description:	Market Place development provides cycleway, attenuation under permeable paving, recreational park, raingardens and tree pits which will attenuate the surface water and aid with slowing the flow within the current sewer network and removing capacity aimed at providing climate resilience benefit to UU sewer network.
2.2	Anticipated overall cost of the Works:	Company Funding Amount = £600,000 Beneficiary Funding Amount = £400,000 Total cost of the Works for this Agreement = **£1,000,000**
3	**Funding**	
3.1	Funding Amount	£600,000 (six hundred thousand pounds)
3.2	Payment schedule	Quarterly payments

DRAFT

4	**Commencement Deadline:**	Upon signature of the last party to execute this Agreement
5	**Longstop Date:**	31st March 2025
6	**Company's Representative:**	Heather Lancaster UU Project Engineering Manager
7	**Beneficiary's Representative:**	[INSERT NAME/ROLE HOLDER]
8	**Additional meetings or amendments to schedule of meetings in clause 12**	NOT USED
9	**Defects notification period for purposes of clause 9**	12 months
10	**Minimum Maintenance Period**	The works should be maintained in accordance with the industry CIRIA guideline standards for SuDS installations.
11	**Additional key commercial information**	NOT USED
12	**Trigger Event for the Works to be deemed to have Commenced**	NOT USED

DRAFT

TABLE 2 – SPECIAL CONDITIONS

Ownership of assets	No assets, structures or features resulting from the Works shall be owned by or the responsibility of the Company, and the Company shall have no liability to adopt such assets, structures or features or have any other liability for the upkeep, maintenance, condition or operation of any of the foregoing.

ANNEX A

Insurance

1 General

This schedule sets out the Insurances which the Beneficiary is required to take out, renew and maintain (pursuant to and in accordance with this Agreement).

2 Minimum insurance requirements

The following table sets out the minimum requirements for the various Insurances shown.

Insurance requirements		
Insurance type/coverage	**Minimum level insured**	**Maximum permitted excess**
Public Liability Insurance	£5,000,000	N/A
Professional Indemnity Insurance	£10,000,000	N/A
Employer's Liability	£5,000,000	N/A

DRAFT

ANNEX B

Commercially Sensitive Information

NOT USED

DRAFT

ANNEX C

APPENDED INFORMATION

DRAFT

Signed by [NAME OF DIRECTOR] for and on.....
behalf of United Utilities Water Limited

Signed by [NAME OF DIRECTOR] for and on .....
behalf of [NAME OF BENEFICIARY]

DRAFT

ADDLESHAW GODDARD

Dated **2023**

UNITED UTILITIES WATER LIMITED

OLDHAM COUNCIL

FUNDING AGREEMENT

Contents

	Clause	Page
1	Definitions and Interpretation	1
2	No binding and enforceable obligation	3
3	The Works	3
4	Works obligations	4
5	Funding by Company	6
6	Completion of the Works	8
7	Termination	8
8	Insurance	10
9	Post completion of Works obligations	10
10	Changes	11
11	Personnel	11
12	Meetings	12
13	Appointments	12
14	Record Keeping, Access to Documents and Information	13
15	Confidential Information	13
16	Information Acts	13
17	Publicity	14
18	Bribery and Corruption and Modern Slavery	15
19	IR35 and Tax Compliance	16
20	General	17

The Schedule

Annex A
Insurance

Annex B
Commercially Sensitive Information

Annex C
Appended Information

The Schedule

This Agreement is made on 2023

Parties

(1) **United Utilities Water Limited** (No. 02366678) whose registered office is at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue Great, Sankey, Warrington, WA5 3LP ("**the Company**"); and

(2) **Oldham Council** [(No. ♦) whose registered office is at ♦] ("the **Beneficiary**"),

each a **party** and together the **parties**.

Background

(A) The Beneficiary intends to undertake the Project described in the Schedule.

(B) The Company has agreed to contribute the Funding Amount to the Project for the purposes of the particular Works described in the Schedule, subject to the terms of this Agreement.

Agreed Terms

1 Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement.

Applicable Laws means any binding Court order, judgment or decree, and any law, statute, regulation, bylaw, ordinance, subordinate legislation, industry licence, code, policy, guidance, standard or accreditation terms enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority (including any licences granted under the Water Act 1989 and/or the Water Industry Act 1991)

Beneficiary's Representative means the person appointed as such in the Schedule

Commenced has the meaning given to it at clause 2.3 and **Commences** and **Commencement** shall be interpreted accordingly

Commencement Deadline has the meaning given to it in the Schedule, subject to clause 2.4

Commercially Sensitive Information means the commercially sensitive information set out in Annex B (if any)

Confidential Information means any information or data relating to the existence and/or terms of this Agreement and/or to a party or a party's business, operations, assets or affairs or (in the case of the Company) to any member of Company's Group (including, but not limited to, any information ascertainable by the inspection or analysis of samples), disclosed (whether in writing, orally or by any other means) to one party by the other party or by a third party on behalf of the other party, and including any Commercially Sensitive Information

Delivery Agent means any third parties that enter into any contract or agreement, or proposed contract or agreement, with the Beneficiary pursuant to which that third party agrees to carry out the Works or any part of the Works (together with any sub-contractor of any such Delivery Agent)

Funding Amount means the amount specified as such in the Schedule

Information Acts means the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004

Insolvent means:

(a) a party stopping or suspending or threatening to stop or suspend payment of all or a material part of its debts, or becoming unable to pay its debts, or being deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986;

(b) any step being taken by any person with a view to the winding up of such party or any person presenting a winding-up petition which is not dismissed within five (5) working days;

(c) a receiver, manager, administrative receiver or administrator being appointed in respect of such party;

(d) such party ceasing or threatening to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidated terms approved by the other party before such step is taken (which approval shall not be un reasonably withheld or delayed); or

(e) any event occurring which, under the law of any relevant jurisdiction, has an analogous effect to any of the events listed above

Longstop Date has the meaning given to it in the Schedule

Minimum Maintenance Period means the period specified in the Schedule

Project means the project outlined in the Schedule

Trigger Event means the event (if any) specified as such in the Schedule

Company's Group means Company, and any subsidiary or holding company for the time being of Company or any other subsidiary for the time being of that holding company

Company's Representative means the person appointed as such in the Schedule

Works means the works forming part of the Project in respect of which the Company has agreed to make available the Funding Amount as set out in the Schedule.

1.2 Words such as "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words.

1.3 Any reference to a statute or a statutory provision (including any enactment, order, regulation or instrument) shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced.

1.4 Headings and indexes are for reference purposes only and shall not be used to construe or interpret the meaning of this Agreement.

1.5 In the event of any conflict between the generally applicable terms of this Agreement, and any special conditions set out in the Schedule, then the special conditions shall take precedence.

2 No binding and enforceable obligation

2.1 The Company and the Beneficiary acknowledge and agree that nothing in this Agreement constitutes an obligation for the Beneficiary to carry out or procure the Works. If the Beneficiary elects not to Commence or procure the Commencement of the Works then subject to clause 2.2, the Beneficiary shall not be liable to the Company as a result of that election and none of the remaining provisions of this Agreement shall come into force. Where the Beneficiary elects to Commence or procure the Commencement the Works, the remaining provisions of this Agreement shall come into force and shall apply to the Beneficiary, to the Works and to the Company.

2.2 In the event that the Works are not Commenced by the Commencement Deadline, this Agreement shall not come into force, whether or not the Beneficiary subsequently Commences (or procures the Commencement of) the Works, save in respect of clause 7.9 and this clause 2.2 (together with any other provisions necessary for the purposes of construing the same) which shall take effect from the date of this Agreement. In particular and without limiting the foregoing:

(a) the Company shall have no liability to pay the Funding Amount in such circumstances; and

(b) if for any reason the Company has agreed to pay any amount of the Funding Amount in advance of Commencement (in which case clause 5 shall apply to such payments), then such amounts shall be held on trust by the Beneficiary for the benefit of the Company pending Commencement; and

(c) in the event that Commencement has not occurred by the Commencement Deadline then the Beneficiary shall repay such amounts to the Company in full without delay (and immediately upon receipt of written demand by the Company).

2.3 For the purposes of clause 2.2, the Works shall be deemed to have **Commenced** when any Trigger Event specified in the Schedule has occurred, or if no event is so specified, when the Beneficiary has, or has procured that, either:

(a) a professional team has been appointed which has commenced the design, and development of the Project; or

(b) if no professional team is required to be appointed, or the professional team has been appointed at the date of this Agreement, when the Works have been physically commenced on the site of/ in respect of the Project.

2.4 Company's Representative shall be authorised to agree any extension to the Commencement Deadline where reasonably requested by the Beneficiary's Representative as a consequence of circumstances beyond the reasonable control of the Beneficiary (but shall not be obliged to agree to the same).

3 The Works

3.1 The Beneficiary shall carry out the Works in a timely manner, and in accordance with all relevant standards including health and safety, quality, and environmental standards as well as Applicable Laws.

3.2 The Beneficiary confirms that, in the event it elects to carry out or procure the Works, it is prepared to proceed with the Works on the terms set out in this Agreement including the Schedule.

3.3 The Beneficiary shall provide the Company with regular written progress updates in relation to the Works and in particular will update the Company on the following at least once per calendar month:

(a) information on the progress of the Works to date (including actual cost of the Works to date);

(b) a forecast of future cost of the Works up to the completion of the Works;

(c) a project plan showing the outstanding Works; and

(d) the latest estimated date for the completion of the Works and the associated risks and mitigation measures.

4 Works obligations

4.1 The Beneficiary shall:

(a) obtain all necessary permits and consents, including, without limitation, where necessary from the Company, any relevant regulator, landowner or planning authority, prior to the Commencement of the Works. For the avoidance of doubt, any permits or consents to be obtained from the Company must be applied for in the ordinary course and the entering into this Agreement shall not constitute any such permit or consent;

(b) ensure that the Works do not impact on any footpath, access, right of way over, or other right in respect of, the relevant land.

4.2 The Beneficiary shall procure that:

(a) all Works shall be carried out diligently, in a good and workmanlike manner and in accordance with good construction and environmental management practice, and that any and all plant and materials used shall be appropriate for their purposes, of good quality and free of defects;

(b) there shall at all times be a sufficient number of staff (including all relevant grades of supervisory staff) and Delivery Agents (including professional appointments and any works contractor(s)) engaged in the provision of the Works with the requisite level of skill and experience;

(c) all staff and Delivery Agents receive such training as is necessary to ensure the proper performance of the Works and all other obligations under this Agreement; and

(d) all Works are carried out in accordance with all Applicable Laws, and any permits or consents obtained pursuant to clause 4.1 and in such manner as does not compromise any licence held by the Company in respect of its role as a water and/or wastewater undertaker.

4.3 The Beneficiary shall give the Company reasonable notice in writing of any inspections or testing of the Works by the Beneficiary or its Delivery Agent and shall afford the Company and any relevant regulator sufficient opportunities as it shall reasonably require to conduct any inspections, demonstrations, testing or audits in relation to the Works and the Beneficiary's management of the Works and discharge of its duties under Applicable Law that the Company reasonably deems necessary.

4.4 The Company may work together in collaboration with the Beneficiary, or a professional team procured by them, to develop the design of the Works.

4.5 Any design work carried out by the Company under clause 4.4, and/or any other design or other input (including any reports) provided by or on behalf of the Company to the Beneficiary (or any Delivery Agent) is indicative only and is used by the Beneficiary at its own risk. Accordingly, the Company shall not be responsible for the design Works and/or specification of the Works, which shall be the risk and responsibility of the Beneficiary.

4.6 For the purposes of all Works (and regardless of any action the Company takes pursuant to this Agreement) the Beneficiary agrees that (where and to the extent applicable):

(a) it is the only client under the Construction (Design and Management) Regulations 2015 (as amended) (**CDM Regulations**) and shall fulfil all the roles and duties of such including making the necessary notification to the Health and Safety Executive in accordance with the CDM Regulations and appointing any necessary Principal Contractor or Principal Designer (as defined in and required by the CDM Regulations), save as specified in sub-clause (b) below;

(b) where the Funding Amount is ultimately to be transferred to a third party who should properly be appointed as client under the CDM Regulations, the Beneficiary may appoint that party as client, but the Beneficiary shall ensure that such client complies in full with the CDM Regulations;

(c) the Company shall in any event have no role under the CDM Regulations unless otherwise expressly agreed in writing; and

(d) in the event that the Beneficiary ceases to be the client under the CDM Regulations (either generally or in respect of any given Works), the Beneficiary shall fully co-operate with (and provide any information reasonably required by) any replacement so appointed.

4.7 It is acknowledged and agreed that the Works do not themselves entail Works to be carried out by the Beneficiary on or in respect of the Company's assets and infrastructure, for the benefit of the Company.

4.8 Where, notwithstanding clause 4.7, access to any of the Company's assets and/or infrastructure is required in connection with the carrying out of the Works, or where the Works are otherwise adjacent to any assets or infrastructure of the Company, then the Company may provide such access or permit the undertaking of such Works subject to the Beneficiary first providing the Company with reasonable notice and any requisite method statements for the Works. If the Company grants such access or permits such Works, the Beneficiary shall:

(a) ensure only professional, suitably qualified Delivery Agents undertake any such Works;

(b) comply with all laws, good industry practice and any other requirements of the Company in respect of the site and/or the Company's assets and infrastructure, which may include:

(i) complying with all relevant policies, standards and/or specifications of the Company relating to the conduct of works on its assets and/or infrastructure, as may be made available by the Company to the Beneficiary;

(ii) complying with all requirements of the Company to ensure that there is no interruption to the services delivered by the Company to its customers (or where such interruption cannot be avoided, to minimise such interference);

(iii) complying with the Company's policies relating to vulnerable customers and to engagement with its customers more generally; and

(iv) obtaining collateral warranties in the Company's favour from any Delivery Agent working on, or adjacent to, any such assets and infrastructure of the Company, in order to protect the Company's interests in those assets and infrastructure.

4.9 Where the Company grants the Beneficiary access to any Company assets or infrastructure under clause 4.8 above, the Beneficiary shall:

(a) not connect any asset or infrastructure or otherwise enable the same to be used in a live environment without the prior consent of the Company and affording the Company the opportunity to undertake any necessary testing or inspection of the relevant asset;

(b) not cause any damage, interference or disruption to such assets and infrastructure and shall indemnify the Company in respect of any costs, liabilities, damages and/or other liabilities arising from such access and/or any works carried out on any asset(s) and/or infrastructure of the Company.

4.10 The Beneficiary shall inform the Company as soon as possible (and in any event before the same takes effect) if it considers any of the following may occur: the sale or transfer of any land capable of having an impact on the Works; or the granting, termination or expiry of any lease or tenancy or other interest in land which is capable of having an impact on the Works. The Beneficiary shall remain responsible for ensuring the Works are carried out as intended or the Funding Amount is reimbursed to the Company.

4.11 In the event of a delay by the Beneficiary in completing the Works by the Longstop Date, then:

(a) where the Company has permitted access to the assets and infrastructure of the Company pursuant to clause 4.8 in connection with the Works, the Beneficiary shall indemnify the Company in respect of any losses suffered or incurred by the Company in making good any impacts upon such assets or infrastructure or otherwise as a result of such delay; and

(b) otherwise, the Company's sole remedy shall be the termination of this Agreement in accordance with clause 7.1, the refund of any amounts of the Funding Amount pursuant to clause 5.2(b) and the payment of any amounts pursuant to clause 7.6.

4.12 The Beneficiary must notify the Company as soon as possible upon becoming aware of any circumstances that could delay or impact upon the Works. In any event, if the Beneficiary is (or may be) prevented from complying with its obligations due to exceptional circumstances outside its reasonable control, the Beneficiary must notify the Company immediately. The Company may (acting reasonably) decide if any extension to the Longstop Date shall apply in this event.

5 Funding by Company

5.1 The Company agrees to contribute the Funding Amount towards the capital costs of the Works in respect of the Project. Unless otherwise stated in the Schedule:

(a) the Funding Amount is inclusive of any tax that is payable in respect of it; and

(b) if any tax (such as VAT) is payable in respect of any amounts received, then the Beneficiary shall be responsible for accounting for the same to HMRC at no additional cost to the Company. The Beneficiary shall diligently consider whether any taxes are so payable to ensure compliance with law; and

(c) should any other tax legislation require the deduction of any amount in relation to tax, then this shall be at the sole risk of the Beneficiary. As such, any necessary deduction shall be made (whether by the Company, or by the Beneficiary, as applicable) from the Funding Amount such that the Company's total liability under this Agreement is not increased.

5.2 The Company shall pay the Funding Amount in accordance with the payment schedule set out in the Schedule, or if none is stated, in full upon completion of the Works, and:

(a) where any amount is payable on completion of the Works, it shall be conditional upon the issue of a certificate of completion in accordance with clause 6.2; and

(b) in the event that the Company has paid any amounts to the Beneficiary in advance of the issue of a certificate of completion in accordance with clause 6.2 and:

(i) the certificate of completion is not issued by the Longstop Date; or

(ii) the Beneficiary otherwise abandons or discontinues the Works, or carries them on in such a manner that leads the Company to reasonably conclude that the Beneficiary does not intend to endeavour to complete the Works in a timely fashion,

then (without prejudice to clause 2.3) the Company shall be entitled to a full refund of such pre-paid amounts of the Funding Amount. The Beneficiary shall pay the same to the Company within 21 days of a written demand by the Company, and any credit note required by the Company shall be issued by the Beneficiary within the same period.

5.3 The Company shall make payment of the Funding Amount (or any instalment thereof) to the Beneficiary within 30 days following the end of the month in which the Company receives a VAT invoice for such amount.

5.4 If the Company wishes to dispute the amount set out in an invoice, it shall notify the Beneficiary within 10 days following delivery of the invoice specifying the disputed amount and the grounds on which it claims that such amount is not due and payable. Late payment of any undisputed amount due and payable under any invoice shall carry interest from the due date to the date of payment at the rate of 2% per annum above the base rate of HSBC Bank plc from time to time.

5.5 The Funding Amount stated in the Schedule shall be the entirety of the Company's financial commitment to the Beneficiary in respect of the Works. Such payment is a grant funding contribution and it is not anticipated that this will cover 100% of the cost of the relevant Works. All other costs of delivering the Works (including any cost overruns) must be met by the Beneficiary, unless the Agreement has been specifically varied by the parties to increase the Funding Amount.

5.6 In addition, the Funding Amount must not exceed the final total cost of the Works. If it otherwise would, then the Beneficiary must notify the Company, and the Funding Amount will be reduced so that it does not exceed 100% of the total cost of the Works.

5.7 If the Beneficiary receives any overpayment or any amount to which it is not entitled, or where any amount is repayable to the Company under this Agreement, this amount must be repaid to the Company and shall be a debt owed to Company. Company may offset this amount against any future amount payable by the Company or demand its repayment (in which case the Beneficiary will do so within 30 days). Any repayment by the Beneficiary must be made without any offsetting or deduction of any kind.

5.8 Where under this Agreement the Company would be entitled to claw back or withhold payment of the Funding Amount, the Company may (at its absolute discretion) agree to pay to the Beneficiary (or permit the Beneficiary to keep) a pro-rata amount properly reflecting the actual work undertaken by the Beneficiary and the benefits to the public realm of such works.

6 Completion of the Works and ongoing maintenance

6.1 The Beneficiary shall notify the Company in writing once it considers that the Works have been completed in accordance with the drawings, specification and design agreed by the Company pursuant to any necessary consents given by the Company to the Beneficiary, in order to enable the Company to certify completion of the Works.

6.2 Following receipt of a notification from the Beneficiary pursuant to clause 6.1 that all the Works have been completed, and provided that the Company is satisfied that the Works comply in all respects with this Agreement and all relevant standards, and that all deficiencies, snagging and defects have been rectified, the Company shall issue a certificate of completion of the Works. In the event that the Company considers that the whole or any part of the Works does not comply as aforesaid, it shall notify the Beneficiary in writing together with full details of its reasons why the certificate of completion of the Works should not be issued.

6.3 Where the certificate of completion of the Works is not issued pursuant to clause 6.1, the Beneficiary shall have regard to the reasons given by the Company and shall carry out such further work as is required to comply with this Agreement. Once the Beneficiary has completed such further work, the process in clauses 6.1 and 6.2 shall be repeated.

7 Termination

7.1 The Company may elect to terminate this Agreement on thirty days' notice to the Beneficiary:

(a) at any time prior to Commencement, or:

(b) if the Works have not been concluded by the Longstop Date (in which case clause 5.2 shall apply to any pre-paid amounts).

If the Company exercises its rights under this clause 7.1 then clause 7.9 shall apply.

7.2 If either party is in material breach of this Agreement then:

(a) the party not in breach may notify the other in writing of such breach; and

(b) if the breach is not capable of rectification the party not in breach shall be entitled to terminate this Agreement immediately on giving written notice; or

(c) if the breach is capable of rectification and the breach is not remedied within 21 days following receipt by a party of the written notice then the party not in breach may terminate this Agreement immediately by written notice.

7.3 Either party may terminate this Agreement immediately by giving notice to that effect to the other if the other becomes Insolvent.

7.4 The Beneficiary will give notice to the Company immediately upon it becoming Insolvent.

7.5 The Company may terminate this Agreement immediately by giving notice to that effect to the Beneficiary if:

(a) the Beneficiary breaches any Applicable Laws, including relating to bribery, corruption or modern slavery, or commits any fraud in connection to the Works;

(b) the Beneficiary by any act or omission causes the Company to breach (or to take any specific action to avoid breaching) any Applicable Law, or any licence held by the Company in respect of its role as a water and wastewater undertaker, or causes (or causes the Company to take any specific action to avoid) any unauthorised impact on any of services provided by the Company to customers.

7.6 Subject to clause 18, if this Agreement is terminated in accordance with clauses 7.2, 7.3 or 7.5, the party in default shall pay the reasonably and properly incurred costs in relation to termination. Where the party in default is the Beneficiary, such costs will include:

(a) any costs incurred by the Company in making good the Works and/or otherwise in its role as a water and waste water undertaker; and

(b) reimbursing any instalment of the Funding Amount previously paid by the Company in accordance with clause 5.2.

7.7 The Company may terminate this Agreement on 60 days' notice if at any time:

(a) it concludes on reasonable grounds that the anticipated benefits of the Works will not be realised; or

(b) the Company is otherwise compelled by law to terminate this Agreement.

7.8 If the Company terminates under clause 7.7:

(a) the Beneficiary shall be entitled to retain any previously paid portion of the Funding Amount that reflects the actual costs incurred by the Beneficiary (but any excess of previously paid amounts over actual costs shall be repayable within 30 days of termination); and

(b) if the Beneficiary's committed, unavoidable costs exceed the amounts previously paid to the Beneficiary, the Beneficiary shall be entitled to apply for payment of an amount equal to the balance of those committed costs save that the maximum liability of the Company in respect of such additional amounts together with any previously paid amounts shall not exceed 100% of the Funding Amount. Any such application must be made within 30 days of termination, and shall be subject to satisfactory evidence of the relevant costs being produced by the Beneficiary. The Company shall pay the same within 30 further days of the end of the month in which such evidence is produced by the Beneficiary.

7.9 Upon termination (or where this Agreement does not come into force pursuant to clause 2.2), all obligations of both parties under this Agreement shall cease except for:

8 the provisions of clause 15 (Record Keeping, Access to Documents and Information

8.1 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep records to demonstrate compliance with this Agreement and any Applicable Laws.

8.2 The Beneficiary shall on request provide the Company with any documents, information, photographic or other documentary evidence, or written or verbal explanations that may be required by the Company in connection with this Agreement and/or the Works. The Beneficiary agrees that any documents provided to the Company may be supplied to (and used by) any Company personnel, and any regulatory authority having oversight over the Company and/or the Project.

8.3 The Beneficiary acknowledges that:

(a) inspection of the Works under clause 6 or the provision of documents, information, photographic or other documentary evidence or other explanations may be required by the Company (in accordance with this clause 14) to demonstrate that the Works have been completed or any other deadline met; and

(b) as a result, any failure of the Beneficiary to so comply to the reasonable satisfaction of the Company may result in all or any portion of the Funding Amount being withheld by the Company, and/or the Company otherwise refusing to confirm that the Works are complete or a relevant deadline met.

(c) Confidential Information);

(d) the provisions of clause 18 (Limitation on Liability); and

(e) this clause 7 (Termination),

and save also for any antecedent breach by either party of the terms of this Agreement.

8.4 Save for any amounts expressly identified in this clause 7, no other compensation shall be payable by the Company in respect of termination of this Agreement.

9 Insurance

9.1 The Beneficiary shall, at its own cost, procure that the insurances, details of which are set out in Annex A to the Schedule (Insurance), are taken out and maintained from the date the Works are Commenced until the defects liability period under clause 10.1 has passed.

9.2 Without prejudice to the other provisions of this clause 9, the Beneficiary shall, at all relevant times, at its own cost, effect and maintain in full force those insurances which it is required to effect by any Applicable Law.

9.3 All Insurances shall:

(a) shall be composite policies of insurance (and not joint policies); and

(b) be placed with insurers who are acceptable to the Company (such acceptance not to be unreasonably withheld or delayed).

9.4 The Beneficiary shall supply the Company with copies of every policy of insurance (or such other evidence of insurances as may be reasonably required) as soon as it is available, together

with evidence of payment of the premiums. If the Beneficiary defaults in insuring or continuing to maintain the insurances, the Company may insure against any risk in respect of which such default has occurred and recover any premiums from the Beneficiary as a debt.

9.5 The Company shall not be obliged to take out any insurances for the Works.

10 Post completion of Works obligations

10.1 Following the issue of a certificate of completion under clause 6.2, for the period specified in the Schedule (or if no such period is expressly specified, twelve months) following the date of the certificate of completion, the Company may notify the Beneficiary of any deficiencies or defects in the Works which become apparent, giving full details of such deficiencies or defects in the Works.

10.2 If the Company notifies the Beneficiary of a deficiency or defect under clause 10.1, the Beneficiary shall have regard to such notification and shall carry out any further work as is required in order to rectify the deficiency or defect and complete the Works in accordance with the Agreement.

10.3 Following completion of the Works for the purposes of clause 6.2, the Beneficiary warrants, represents and undertakes to ensure that:

(a) any structures or features resulting from the Works are properly maintained and cared for (and that any necessary investment is made) for (as a minimum, and without prejudice to clause (b)) the Minimum Maintenance Period, and in addition for any longer period necessary to ensure that those structures and features deliver the benefits that they are designed to deliver for as long as they can reasonably be expected to endure; and

(b) in addition:

(i) any features created by the Works that are intended to become a permanent feature of the landscape, are maintained for as long as reasonably necessary to enable those features to becomes such a permanent feature; and

(ii) where the Works entail planting trees/other plants, they are cared for and maintained on an ongoing basis, to ensure they become fully established and act as a landscape feature as envisaged at the time of this Agreement; and

(iii) any permanent structures resulting from the Works will, following their completion, are appropriately maintained in accordance with good industry practice for their normal asset life.

10.4 In the event of any non-compliance with clause 10.3, the Company may notify the Beneficiary of such non-compliance and if it is not rectified within 30 days' of such notice, the Funding Amount (or such proportion thereof as the Company deems appropriate in all the circumstances) shall immediately be repaid to the Company and shall be recoverable by the Company as a debt.

11 Changes

11.1 The Beneficiary and the Company shall regularly meet to discuss what they believe to be working well, and what is not.

11.2 The Company may request changes (at any time) to:

(a) the requirements of this Agreement;

(b) the Project;

(c) the Works; and

(d) include an additional requirement in the Agreement.

11.3 The Parties shall meet in good faith to discuss any such changes or additional requirements, and how best they might be provided for, and shall implement whatever agreement they may reach.

11.4 The Beneficiary shall not unreasonably withhold its approval of any changes or additional requirements which may be proposed by the Company.

12 Personnel

12.1 The Parties shall appoint the persons listed in the Schedule as the Beneficiary's Representative and Company's Representative respectively for the purposes of this Agreement, and all Works and obligations under (or in connection with) this Agreement.

12.2 The Beneficiary's Representative shall have full authority to act on behalf of and to bind the Beneficiary for all purposes related to this Agreement, and the Company shall be entitled to treat any act of the Beneficiary's Representative as being expressly authorised by the Beneficiary (save where the Beneficiary has notified the Company (in advance) that such authority has been revoked and with reason) and the Company shall not be required to determine whether any express authority has in fact been given.

12.3 The Beneficiary's Representative shall:

(a) assume personal overall direction, management, supervision and control of the Works and other responsibilities and obligations under (or in connection with) this Agreement;

(b) establish and maintain direct and regular contact with Company's Representative on all matters pertaining to this agreement; and

(c) prepare for and make themselves available to attend all meetings required to be attended pursuant to clause 13.

13 Meetings

13.1 The Beneficiary's Representative and Company's Representative shall attend such meetings:

(a) as may be required under (or contemplated within) clause 13.4; or

(b) as may otherwise be reasonably required by the Company (in the context of this Agreement).

13.2 The Beneficiary shall promptly provide the Company with such information regarding any Works, or any events affecting any Works, as may reasonably be required by the Company, including copies of any contract which relates to the carrying out of the Works.

13.3 The Beneficiary shall promptly notify the Company of any incident, event or circumstance which is likely to delay the progress of any Works.

13.4 The following meetings shall occur throughout the Project lifecycle, unless otherwise stated (and/or as added to) in the Schedule:

(a) stage and gate review;

(b) progress meetings; and

(c) risk planning and review meetings.

14 Appointments

14.1 It is anticipated that the Beneficiary wishes to appoint or engage one or more Delivery Agent(s) (including any professional appointments and/or works contractors) in respect of carrying out the Works or part of the Works, and the Beneficiary shall obtain written consent from the Company prior to any appointment or engagement.

14.2 The Beneficiary shall ensure that each Delivery Agent performs and behaves in the same manner as the Beneficiary ought to do. Performance and behaviour measures shall include (but not be limited to) time, cost, sustainability, quality, health and safety, and shall be monitored by the Beneficiary on an on-going basis.

14.3 If the Beneficiary appoints or engages a Delivery Agent for any part of the Works, then the Beneficiary shall not be relieved from any liability or obligation whatsoever under this Agreement, and the Beneficiary shall be fully responsible for the acts, omissions or defaults of any Delivery Agent as if they were the acts, omissions or defaults of the Beneficiary.

15 Record Keeping, Access to Documents and Information

15.1 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep records to demonstrate compliance with this Agreement and any Applicable Laws.

15.2 The Beneficiary shall on request provide the Company with any documents, information, photographic or other documentary evidence, or written or verbal explanations that may be required by the Company in connection with this Agreement and/or the Works. The Beneficiary agrees that any documents provided to the Company may be supplied to (and used by) any Company personnel, and any regulatory authority having oversight over the Company and/or the Project.

15.3 The Beneficiary acknowledges that:

(a) inspection of the Works under clause 6 or the provision of documents, information, photographic or other documentary evidence or other explanations may be required by the Company (in accordance with this clause 14) to demonstrate that the Works have been completed or any other deadline met; and

(b) as a result, any failure of the Beneficiary to so comply to the reasonable satisfaction of the Company may result in all or any portion of the Funding Amount being withheld by the Company, and/or the Company otherwise refusing to confirm that the Works are complete or a relevant deadline met.

16 Confidential Information

16.1 Neither party shall disclose any Confidential Information of the other party save as required:

(a) by any enactment or requirement of any regulatory authority (including the Information Acts as set out in clause 16 below);

(b) pursuant to any judicial or arbitral process;

(c) to enable that party to perform its obligations pursuant to this Agreement, including the disclosure of such information to any employee, consultant, agent, officer, Delivery Agent (of any tier), lender or adviser provided that such disclosure is made in good faith and only to the extent necessary to enable the party to fulfil its obligations under this Agreement; and/or

(d) by the Company, as required by its statutory duties or statutory licence.

17 Information Acts

17.1 The Beneficiary acknowledges that:

(a) the Company may be required, under the Information Acts, to disclose information relating to the subject matter of this Agreement; and

(b) notwithstanding any other provision in this Agreement, the Company shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts (having regard to any identified Commercially Sensitive Information).

17.2 The Beneficiary shall provide all necessary assistance and cooperation as reasonably requested by the Company to enable it to comply with its obligations under the Information Acts.

17.3 The Beneficiary acknowledges that it may share information with the Company relating to its personnel or other individuals in connection with the Works and this Agreement. The Beneficiary agrees that the Company shall control that data and may use that data, and share it with third parties, in connection with its business and the Works. In any event, each Party shall comply with its obligations under data protection and privacy laws in dealing with any personal information, including but not limited to establishing the lawful basis for transferring any personal information to the other party. If either party reasonably considers that the nature of the Works is such that additional data protection requirements should apply, then both parties shall act reasonably in relation to agreeing the necessary data sharing agreement.

18 Publicity

18.1 Unless otherwise agreed by the Company, and save for any specific publicity activities specified in the Schedule, the Beneficiary shall not (and will ensure that none of its Delivery Agents shall) make any press announcements, or otherwise brief any media organisation, make any announcement or issue any brochure or other marketing material, which in any way concerns (or refers to) this Agreement, the Project, and/or the Works or any related matter, without the Company's prior written consent (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

18.2 If the Company provides its consent in accordance with clause 18.1, the parties shall consult together on the timing, contents and manner of release of any announcement.

18.3 The parties agree that any announcements or publications shall be in a form and substance agreed between the parties.

18.4 Notwithstanding clauses 18.1 – 18.3 above:

(a) the Beneficiary acknowledges that the Company shall be entitled to request reasonable support from the Beneficiary in order to publicise the Company's contribution to the Project, which may include facilitating access to the Works to invitees of the Company and/or displaying billboards or similar advertising referring to the Company's contribution, and the Beneficiary shall act reasonably in respect of any such request; and

(b) the Beneficiary agrees to comply with all reasonable instructions of the Company which relates to communications with the Company's customers in respect of any impact that the Works may have in relation to the services provided by the Company, or other impacts upon customers of the Company, and not to communicate with customers in connection with the Company, its infrastructure or assets, without the prior written consent of Company's Representative.

18.5 Where any publicity entails either party making any use of any brand or logo of the other they shall do so only in accordance with the reasonable directions of the party whose brand or logo is being used.

19 Limitation on liability

19.1 The Company's aggregate liability in respect of this Agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to a sum equal to the Funding Amount less the aggregate of any amounts already paid by the Company in accordance with clause 5.3 provided that such limitation shall not apply to any liability in respect of death or personal injury resulting from a negligent act or omission or breach of statutory duty by the Company, or to any other liability that cannot be limited or excluded at law.

20 Bribery, Corruption and Modern Slavery

20.1 The Beneficiary warrants, represents and undertakes that no offence under the Bribery Act 2010 (**Bribery Act**) has been or will be committed by:

(a) the Beneficiary; or

(b) any associated person of the Beneficiary,

in connection with the procurement or implementation of this Agreement.

20.2 For the purposes of clause 20.1(b), the definition of associated person in section 8 of the Bribery Act applies.

20.3 If at any time the Beneficiary:

(a) has knowledge of, or has reasonable grounds to suspect the occurrence of, a breach of the warranty in clause 20.1; or

(b) becomes the subject of any investigation in connection with the Bribery Act; or

(c) becomes the subject of any other investigation in respect of any (or any suspected) wrong doing or impropriety; or

(d) becomes aware of any equivalent investigation (as falls within clause 20.3(b) or 20.3(c)) in respect of its employees, or sub-contractors or any other associated person,

the Beneficiary (unless prohibited by Applicable Laws) shall promptly notify the Company in writing of such matters within its knowledge, or of such grounds for suspicion, and (where clause 20.3(a) applies) shall co-operate with the Company in the investigation of the breach or suspected breach of the same.

20.4 Similarly, the Beneficiary shall promptly inform the Company of any genuine and substantiated allegation, serious complaint or verifiable information in respect of any corruption related offence relating, in some way, to this Agreement or its subject matter (including, without limitation, any offence under the Bribery Act and/or any offence or practice relating to corruption, fraud, coercion, collusion, obstruction, money laundering and/or the financing of terrorism).

20.5 The Beneficiary shall:

(a) comply with all Applicable Laws relating to modern slavery including but not limited to the Modern Slavery Act 2015 (the "**Relevant Modern Slavery Requirements**");

(b) not do or omit to do any act or thing which causes or may cause the Beneficiary, the Company or any Company Group Member to be in breach of and/or to commit an offence under any Relevant Modern Slavery Requirements; and

(c) promptly notify the Company of any breach of this clause.

21 IR35 and Tax Compliance

21.1 The Beneficiary shall ensure that:

(a) it is UK tax resident or has a tax presence in the UK; and

(b) no individuals who are or will be involved in the provision of the Works (each an Involved Individual) will be engaged via an Intermediary without the express prior written consent of Company; and

(c) in any event, all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all associated tax laws (including IR35) are complied with, in respect of each and every Involved Individual,

and shall notify Company as soon as reasonably practicable if any of the foregoing is untrue or ceases to be true (and in any event shall notify Company as soon as reasonably practicable if it considers that Company may have any obligations under IR35 in respect of the Works). The Beneficiary shall be responsible for any costs or other liabilities incurred by Company as a result of any of the foregoing being or becoming untrue.

21.2 For the purposes of clause 20.1: (i) “Intermediary” means a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of the Income Tax (Earnings and Pensions) Act 2003 or such other meaning provided for such term in any other legislation amending or repealing IR35 (as interpreted in accordance with HMRC published guidance); and (ii) IR35” means the intermediaries legislation known as IR35 concerning off payroll working set out in Chapters 8 and 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the

Social Security Contributions (Intermediaries) Regulations 2000 (in each case as may be amended from time to time) and any other legislation or secondary legislation which imposes a liability to pay or deals with the payment to HMRC of any employment taxes in connection with services provided by workers via Intermediaries;

21.3 The Beneficiary shall in any event comply with all Applicable Laws, including tax laws, and shall not do or omit to do anything that causes Company to breach any Applicable Law.

21.4 If any sum paid or due to Company under the Agreement is liable to taxation, the Beneficiary shall pay Company such further sum as ensures that the net amount received and retained by Company equals the full amount which would have been received and retained by it but for that tax liability.

21.5 The Beneficiary shall account to HMRC for any VAT payable on sums due under the Agreement (and where relevant, Company is an "end user" for the purposes of Section 55A of the VAT Act 1994, the Domestic Reverse Charge for Construction).

21.6 Breach of any sub-clause of this clause 20 is a material breach by the Beneficiary which is not capable of remedy.

21.7 This clause 20 shall survive the expiry or termination (for any reason) of this Agreement (or of the Beneficiary's engagement under it).

22 General

22.1 The Beneficiary will use its reasonable endeavours to enable the Company to receive the benefit of all the capital allowances in respect of the Funding Amount towards the cost of the Works, to the extent that the Company is entitled to those allowances.

22.2 The Beneficiary represents and warrants that that it has not done, and will not do, anything in connection with this Agreement and/or the Works which could be considered an inducement for any person to show favour to the Beneficiary or otherwise act in a particular matter, or which could be considered to amount to bribery or an attempt to defraud any party (including the Company).

22.3 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep sufficient records to demonstrate compliance with this Agreement and any Applicable Laws or regulations and to demonstrate expenditure on the Works (including any relevant invoices and receipts).

22.4 The Beneficiary shall be responsible for compliance with all Applicable Laws in carrying out the Works and any subsequent maintenance required pursuant to clause 9.3, and shall not by act or omission cause the Company to breach any Applicable Laws, including:

(a) relating to the undertaking of works, and/or the provision of water or waste water services; and/or

(b) relating to taxation, including ensuring that all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all associated tax laws are complied with, in respect of each and every individual involved in the discharge of the Works (including under the intermediaries legislation known as IR35 concerning off payroll working).

22.5 If any sum paid or due to the Company under this Agreement is liable to taxation, the Beneficiary shall pay the Company such further sum as ensures that the net amount received and retained by the Company equals the full amount which would have been received and retained by it but for that tax liability.

22.6 The Beneficiary grants to the Company an irrevocable, perpetual, non-exclusive royalty-free licence to use all the intellectual property and materials created as a result of the design and implementation of the Works for all purposes, including the right to sub-licence.

22.7 Neither party intends that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than the Company or the Beneficiary.

22.8 Any notice pursuant to this Agreement shall be in writing and shall be duly and validly served if delivered by hand or sent by first class post to the registered office of the relevant party (and in the case of a notice served on the Company, provided the notice is addressed to the Company Secretary of the Company). Any notice sent by post shall be conclusively treated as having been served two working days after posting.

22.9 Neither party may assign or charge its rights or interests under this Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed).

22.10 No amendment to or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each party. No general terms and conditions contained in any purchase order or other document customarily required by either party in connection with a request for works or services shall be binding on the parties.

22.11 Should a dispute between the parties arise out of or in connection with this Agreement, the parties' respective representatives shall initially discuss and attempt to resolve the dispute. If the parties' representatives are unable to resolve the dispute to the satisfaction of both parties within 14 days, it shall be escalated to the parties' appropriate senior managers for resolution. If the senior managers are unable to resolve the dispute to the satisfaction of both parties within 14 days, it shall be escalated to the parties' directors for resolution. If the directors are unable to resolve the dispute to the satisfaction of both parties within 14 days, the dispute shall be referred to adjudication in accordance with clause 22.12.

22.12 Either party may refer to adjudication any dispute arising out of or in connection with this Agreement in accordance with the Housing Grants, Construction and Regeneration Act 1996. The adjudicator shall be agreed between the parties and failing agreement within 7 days of receipt by one party of a proposal by the other the adjudicator shall be nominated at the request of either party by the President or Vice President for the time being of TECBAR.

22.13 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreements between the parties. Each party acknowledges that in entering into this Agreement it is not relying upon any statement or representation not set out in this Agreement.

22.14 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Save as expressly provided otherwise, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

DRAFT

The Schedule

TABLE 1 – GENERAL INFORMATION

1	**The Project**	Oldham Council, Town Centre regeneration scheme incorporating SuDS features to create green travel corridors and parks within Oldham Town Centre. Current buildings and hard impermeable paved areas will make way for green spaces with recreational facilities across Oldham town centre. Features include, new park areas, permeable paving, tree pits, rain gardens, cycleways. Projects were/are selected for the programme based on a matrix which assessed Volume (area) attenuated / disconnected from the network, Natural Capital Value, innovation in Partnership, Project maturity, innovation and flood risk benefits.
2	**The Works**	
2.1	Description:	Curzon Street development provides raingardens and tree pits which will attenuate the surface water and aid with slowing the flow within the current sewer network and removing capacity aimed at providing climate resilience benefit to UU sewer network. The overarching aim of the programme was to build the systems, tools and processes to work with external partners to co-fund, co-design and co-deliver blue green infrastructure. The impacts of this will build resilience to climate change within the network through reducing and removing rainwater from the network and supporting economic recovery aligned with achieving long-term climate change and sustainability objectives for United Utilities infrastructure and wider catchment areas.
2.2	Anticipated overall cost of the Works:	Company Funding Amount = £250,000 Beneficiary Funding Amount = £500,000 Total cost of the Works for this Agreement = **£750,000**
3	**Funding**	
3.1	Funding Amount	£250,000 (two hundred & fifty thousand pounds)
3.2	Payment schedule	Quarterly payments

DRAFT

4	**Commencement Deadline:**	Upon signature of the last party to execute this Agreement
5	**Longstop Date:**	31st March 2025
6	**Company's Representative:**	Heather Lancaster UU Project Engineering Manager
7	**Beneficiary's Representative:**	[INSERT NAME/ROLE HOLDER]
8	**Additional meetings or amendments to schedule of meetings in clause 12**	NOT USED
9	**Defects notification period for purposes of clause 9**	12 months
10	**Minimum Maintenance Period**	The works should be maintained in accordance with the industry CIRIA guideline standards for SuDS installations.
11	**Additional key commercial information**	NOT USED
12	**Trigger Event for the Works to be deemed to have Commenced**	NOT USED

DRAFT

TABLE 2 – SPECIAL CONDITIONS

Ownership of assets	No assets, structures or features resulting from the Works shall be owned by or the responsibility of the Company, and the Company shall have no liability to adopt such assets, structures or features or have any other liability for the upkeep, maintenance, condition or operation of any of the foregoing.

ANNEX A

Insurance

1 General

This schedule sets out the Insurances which the Beneficiary is required to take out, renew and maintain (pursuant to and in accordance with this Agreement).

2 Minimum insurance requirements

The following table sets out the minimum requirements for the various Insurances shown.

Insurance requirements		
Insurance type/coverage	**Minimum level insured**	**Maximum permitted excess**
Public Liability Insurance	£5,000,000	N/A
Professional Indemnity Insurance	£10,000,000	N/A
Employer's Liability	£5,000,000	N/A

DRAFT

ANNEX B

Commercially Sensitive Information

NOT USED

DRAFT

ANNEX C

APPENDED INFORMATION

DRAFT

Signed by [NAME OF DIRECTOR] for and on.....
behalf of United Utilities Water Limited

Signed by [NAME OF DIRECTOR] for and on .....
behalf of [NAME OF BENEFICIARY]

DRAFT

ADDLESHAW GODDARD

Dated **2023**

UNITED UTILITIES WATER LIMITED

OLDHAM COUNCIL

FUNDING AGREEMENT

Contents

	Clause	Page
1	Definitions and Interpretation	1
2	No binding and enforceable obligation	3
3	The Works	3
4	Works obligations	4
5	Funding by Company	6
6	Completion of the Works	8
7	Termination	8
8	Insurance	10
9	Post completion of Works obligations	10
10	Changes	11
11	Personnel	11
12	Meetings	12
13	Appointments	12
14	Record Keeping, Access to Documents and Information	13
15	Confidential Information	13
16	Information Acts	13
17	Publicity	14
18	Bribery and Corruption and Modern Slavery	15
19	IR35 and Tax Compliance	16
20	General	17

The Schedule

Annex A
Insurance

Annex B
Commercially Sensitive Information

Annex C
Appended Information

The Schedule

This Agreement is made on 2023

Parties

(1) **United Utilities Water Limited** (No. 02366678) whose registered office is at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue Great, Sankey, Warrington, WA5 3LP ("**the Company**"); and

(2) **Oldham Council** [(No. ♦) whose registered office is at ♦] ("the **Beneficiary**"),

each a **party** and together the **parties**.

Background

(A) The Beneficiary intends to undertake the Project described in the Schedule.

(B) The Company has agreed to contribute the Funding Amount to the Project for the purposes of the particular Works described in the Schedule, subject to the terms of this Agreement.

Agreed Terms

1 Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement.

Applicable Laws means any binding Court order, judgment or decree, and any law, statute, regulation, bylaw, ordinance, subordinate legislation, industry licence, code, policy, guidance, standard or accreditation terms enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority (including any licences granted under the Water Act 1989 and/or the Water Industry Act 1991)

Beneficiary's Representative means the person appointed as such in the Schedule

Commenced has the meaning given to it at clause 2.3 and **Commences** and **Commencement** shall be interpreted accordingly

Commencement Deadline has the meaning given to it in the Schedule, subject to clause 2.4

Commercially Sensitive Information means the commercially sensitive information set out in Annex B (if any)

Confidential Information means any information or data relating to the existence and/or terms of this Agreement and/or to a party or a party's business, operations, assets or affairs or (in the case of the Company) to any member of Company's Group (including, but not limited to, any information ascertainable by the inspection or analysis of samples), disclosed (whether in writing, orally or by any other means) to one party by the other party or by a third party on behalf of the other party, and including any Commercially Sensitive Information

Delivery Agent means any third parties that enter into any contract or agreement, or proposed contract or agreement, with the Beneficiary pursuant to which that third party agrees to carry out the Works or any part of the Works (together with any sub-contractor of any such Delivery Agent)

Funding Amount means the amount specified as such in the Schedule

Information Acts means the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004

Insolvent means:

(a) a party stopping or suspending or threatening to stop or suspend payment of all or a material part of its debts, or becoming unable to pay its debts, or being deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986;

(b) any step being taken by any person with a view to the winding up of such party or any person presenting a winding-up petition which is not dismissed within five (5) working days;

(c) a receiver, manager, administrative receiver or administrator being appointed in respect of such party;

(d) such party ceasing or threatening to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidated terms approved by the other party before such step is taken (which approval shall not be un reasonably withheld or delayed); or

(e) any event occurring which, under the law of any relevant jurisdiction, has an analogous effect to any of the events listed above

Longstop Date has the meaning given to it in the Schedule

Minimum Maintenance Period means the period specified in the Schedule

Project means the project outlined in the Schedule

Trigger Event means the event (if any) specified as such in the Schedule

Company's Group means Company, and any subsidiary or holding company for the time being of Company or any other subsidiary for the time being of that holding company

Company's Representative means the person appointed as such in the Schedule

Works means the works forming part of the Project in respect of which the Company has agreed to make available the Funding Amount as set out in the Schedule.

1.2 Words such as "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words.

1.3 Any reference to a statute or a statutory provision (including any enactment, order, regulation or instrument) shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced.

1.4 Headings and indexes are for reference purposes only and shall not be used to construe or interpret the meaning of this Agreement.

1.5 In the event of any conflict between the generally applicable terms of this Agreement, and any special conditions set out in the Schedule, then the special conditions shall take precedence.

2 No binding and enforceable obligation

2.1 The Company and the Beneficiary acknowledge and agree that nothing in this Agreement constitutes an obligation for the Beneficiary to carry out or procure the Works. If the Beneficiary elects not to Commence or procure the Commencement of the Works then subject to clause 2.2, the Beneficiary shall not be liable to the Company as a result of that election and none of the remaining provisions of this Agreement shall come into force. Where the Beneficiary elects to Commence or procure the Commencement the Works, the remaining provisions of this Agreement shall come into force and shall apply to the Beneficiary, to the Works and to the Company.

2.2 In the event that the Works are not Commenced by the Commencement Deadline, this Agreement shall not come into force, whether or not the Beneficiary subsequently Commences (or procures the Commencement of) the Works, save in respect of clause 7.9 and this clause 2.2 (together with any other provisions necessary for the purposes of construing the same) which shall take effect from the date of this Agreement. In particular and without limiting the foregoing:

(a) the Company shall have no liability to pay the Funding Amount in such circumstances; and

(b) if for any reason the Company has agreed to pay any amount of the Funding Amount in advance of Commencement (in which case clause 5 shall apply to such payments), then such amounts shall be held on trust by the Beneficiary for the benefit of the Company pending Commencement; and

(c) in the event that Commencement has not occurred by the Commencement Deadline then the Beneficiary shall repay such amounts to the Company in full without delay (and immediately upon receipt of written demand by the Company).

2.3 For the purposes of clause 2.2, the Works shall be deemed to have **Commenced** when any Trigger Event specified in the Schedule has occurred, or if no event is so specified, when the Beneficiary has, or has procured that, either:

(a) a professional team has been appointed which has commenced the design, and development of the Project; or

(b) if no professional team is required to be appointed, or the professional team has been appointed at the date of this Agreement, when the Works have been physically commenced on the site of/ in respect of the Project.

2.4 Company's Representative shall be authorised to agree any extension to the Commencement Deadline where reasonably requested by the Beneficiary's Representative as a consequence of circumstances beyond the reasonable control of the Beneficiary (but shall not be obliged to agree to the same).

3 The Works

3.1 The Beneficiary shall carry out the Works in a timely manner, and in accordance with all relevant standards including health and safety, quality, and environmental standards as well as Applicable Laws.

3.2 The Beneficiary confirms that, in the event it elects to carry out or procure the Works, it is prepared to proceed with the Works on the terms set out in this Agreement including the Schedule.

3.3 The Beneficiary shall provide the Company with regular written progress updates in relation to the Works and in particular will update the Company on the following at least once per calendar month:

(a) information on the progress of the Works to date (including actual cost of the Works to date);

(b) a forecast of future cost of the Works up to the completion of the Works;

(c) a project plan showing the outstanding Works; and

(d) the latest estimated date for the completion of the Works and the associated risks and mitigation measures.

4 Works obligations

4.1 The Beneficiary shall:

(a) obtain all necessary permits and consents, including, without limitation, where necessary from the Company, any relevant regulator, landowner or planning authority, prior to the Commencement of the Works. For the avoidance of doubt, any permits or consents to be obtained from the Company must be applied for in the ordinary course and the entering into this Agreement shall not constitute any such permit or consent;

(b) ensure that the Works do not impact on any footpath, access, right of way over, or other right in respect of, the relevant land.

4.2 The Beneficiary shall procure that:

(a) all Works shall be carried out diligently, in a good and workmanlike manner and in accordance with good construction and environmental management practice, and that any and all plant and materials used shall be appropriate for their purposes, of good quality and free of defects;

(b) there shall at all times be a sufficient number of staff (including all relevant grades of supervisory staff) and Delivery Agents (including professional appointments and any works contractor(s)) engaged in the provision of the Works with the requisite level of skill and experience;

(c) all staff and Delivery Agents receive such training as is necessary to ensure the proper performance of the Works and all other obligations under this Agreement; and

(d) all Works are carried out in accordance with all Applicable Laws, and any permits or consents obtained pursuant to clause 4.1 and in such manner as does not compromise any licence held by the Company in respect of its role as a water and/or wastewater undertaker.

4.3 The Beneficiary shall give the Company reasonable notice in writing of any inspections or testing of the Works by the Beneficiary or its Delivery Agent and shall afford the Company and any relevant regulator sufficient opportunities as it shall reasonably require to conduct any inspections, demonstrations, testing or audits in relation to the Works and the Beneficiary's management of the Works and discharge of its duties under Applicable Law that the Company reasonably deems necessary.

4.4 The Company may work together in collaboration with the Beneficiary, or a professional team procured by them, to develop the design of the Works.

4.5 Any design work carried out by the Company under clause 4.4, and/or any other design or other input (including any reports) provided by or on behalf of the Company to the Beneficiary (or any Delivery Agent) is indicative only and is used by the Beneficiary at its own risk. Accordingly, the Company shall not be responsible for the design Works and/or specification of the Works, which shall be the risk and responsibility of the Beneficiary.

4.6 For the purposes of all Works (and regardless of any action the Company takes pursuant to this Agreement) the Beneficiary agrees that (where and to the extent applicable):

(a) it is the only client under the Construction (Design and Management) Regulations 2015 (as amended) (**CDM Regulations**) and shall fulfil all the roles and duties of such including making the necessary notification to the Health and Safety Executive in accordance with the CDM Regulations and appointing any necessary Principal Contractor or Principal Designer (as defined in and required by the CDM Regulations), save as specified in sub-clause (b) below;

(b) where the Funding Amount is ultimately to be transferred to a third party who should properly be appointed as client under the CDM Regulations, the Beneficiary may appoint that party as client, but the Beneficiary shall ensure that such client complies in full with the CDM Regulations;

(c) the Company shall in any event have no role under the CDM Regulations unless otherwise expressly agreed in writing; and

(d) in the event that the Beneficiary ceases to be the client under the CDM Regulations (either generally or in respect of any given Works), the Beneficiary shall fully co-operate with (and provide any information reasonably required by) any replacement so appointed.

4.7 It is acknowledged and agreed that the Works do not themselves entail Works to be carried out by the Beneficiary on or in respect of the Company's assets and infrastructure, for the benefit of the Company.

4.8 Where, notwithstanding clause 4.7, access to any of the Company's assets and/or infrastructure is required in connection with the carrying out of the Works, or where the Works are otherwise adjacent to any assets or infrastructure of the Company, then the Company may provide such access or permit the undertaking of such Works subject to the Beneficiary first providing the Company with reasonable notice and any requisite method statements for the Works. If the Company grants such access or permits such Works, the Beneficiary shall:

(a) ensure only professional, suitably qualified Delivery Agents undertake any such Works;

(b) comply with all laws, good industry practice and any other requirements of the Company in respect of the site and/or the Company's assets and infrastructure, which may include:

(i) complying with all relevant policies, standards and/or specifications of the Company relating to the conduct of works on its assets and/or infrastructure, as may be made available by the Company to the Beneficiary;

(ii) complying with all requirements of the Company to ensure that there is no interruption to the services delivered by the Company to its customers (or where such interruption cannot be avoided, to minimise such interference);

(iii) complying with the Company's policies relating to vulnerable customers and to engagement with its customers more generally; and

(iv) obtaining collateral warranties in the Company's favour from any Delivery Agent working on, or adjacent to, any such assets and infrastructure of the Company, in order to protect the Company's interests in those assets and infrastructure.

4.9 Where the Company grants the Beneficiary access to any Company assets or infrastructure under clause 4.8 above, the Beneficiary shall:

(a) not connect any asset or infrastructure or otherwise enable the same to be used in a live environment without the prior consent of the Company and affording the Company the opportunity to undertake any necessary testing or inspection of the relevant asset;

(b) not cause any damage, interference or disruption to such assets and infrastructure and shall indemnify the Company in respect of any costs, liabilities, damages and/or other liabilities arising from such access and/or any works carried out on any asset(s) and/or infrastructure of the Company.

4.10 The Beneficiary shall inform the Company as soon as possible (and in any event before the same takes effect) if it considers any of the following may occur: the sale or transfer of any land capable of having an impact on the Works; or the granting, termination or expiry of any lease or tenancy or other interest in land which is capable of having an impact on the Works. The Beneficiary shall remain responsible for ensuring the Works are carried out as intended or the Funding Amount is reimbursed to the Company.

4.11 In the event of a delay by the Beneficiary in completing the Works by the Longstop Date, then:

(a) where the Company has permitted access to the assets and infrastructure of the Company pursuant to clause 4.8 in connection with the Works, the Beneficiary shall indemnify the Company in respect of any losses suffered or incurred by the Company in making good any impacts upon such assets or infrastructure or otherwise as a result of such delay; and

(b) otherwise, the Company's sole remedy shall be the termination of this Agreement in accordance with clause 7.1, the refund of any amounts of the Funding Amount pursuant to clause 5.2(b) and the payment of any amounts pursuant to clause 7.6.

4.12 The Beneficiary must notify the Company as soon as possible upon becoming aware of any circumstances that could delay or impact upon the Works. In any event, if the Beneficiary is (or may be) prevented from complying with its obligations due to exceptional circumstances outside its reasonable control, the Beneficiary must notify the Company immediately. The Company may (acting reasonably) decide if any extension to the Longstop Date shall apply in this event.

5 Funding by Company

5.1 The Company agrees to contribute the Funding Amount towards the capital costs of the Works in respect of the Project. Unless otherwise stated in the Schedule:

(a) the Funding Amount is inclusive of any tax that is payable in respect of it; and

(b) if any tax (such as VAT) is payable in respect of any amounts received, then the Beneficiary shall be responsible for accounting for the same to HMRC at no additional cost to the Company. The Beneficiary shall diligently consider whether any taxes are so payable to ensure compliance with law; and

(c) should any other tax legislation require the deduction of any amount in relation to tax, then this shall be at the sole risk of the Beneficiary. As such, any necessary deduction shall be made (whether by the Company, or by the Beneficiary, as applicable) from the Funding Amount such that the Company's total liability under this Agreement is not increased.

5.2 The Company shall pay the Funding Amount in accordance with the payment schedule set out in the Schedule, or if none is stated, in full upon completion of the Works, and:

(a) where any amount is payable on completion of the Works, it shall be conditional upon the issue of a certificate of completion in accordance with clause 6.2; and

(b) in the event that the Company has paid any amounts to the Beneficiary in advance of the issue of a certificate of completion in accordance with clause 6.2 and:

(i) the certificate of completion is not issued by the Longstop Date; or

(ii) the Beneficiary otherwise abandons or discontinues the Works, or carries them on in such a manner that leads the Company to reasonably conclude that the Beneficiary does not intend to endeavour to complete the Works in a timely fashion,

then (without prejudice to clause 2.3) the Company shall be entitled to a full refund of such pre-paid amounts of the Funding Amount. The Beneficiary shall pay the same to the Company within 21 days of a written demand by the Company, and any credit note required by the Company shall be issued by the Beneficiary within the same period.

5.3 The Company shall make payment of the Funding Amount (or any instalment thereof) to the Beneficiary within 30 days following the end of the month in which the Company receives a VAT invoice for such amount.

5.4 If the Company wishes to dispute the amount set out in an invoice, it shall notify the Beneficiary within 10 days following delivery of the invoice specifying the disputed amount and the grounds on which it claims that such amount is not due and payable. Late payment of any undisputed amount due and payable under any invoice shall carry interest from the due date to the date of payment at the rate of 2% per annum above the base rate of HSBC Bank plc from time to time.

5.5 The Funding Amount stated in the Schedule shall be the entirety of the Company's financial commitment to the Beneficiary in respect of the Works. Such payment is a grant funding contribution and it is not anticipated that this will cover 100% of the cost of the relevant Works. All other costs of delivering the Works (including any cost overruns) must be met by the Beneficiary, unless the Agreement has been specifically varied by the parties to increase the Funding Amount.

5.6 In addition, the Funding Amount must not exceed the final total cost of the Works. If it otherwise would, then the Beneficiary must notify the Company, and the Funding Amount will be reduced so that it does not exceed 100% of the total cost of the Works.

5.7 If the Beneficiary receives any overpayment or any amount to which it is not entitled, or where any amount is repayable to the Company under this Agreement, this amount must be repaid to the Company and shall be a debt owed to Company. Company may offset this amount against any future amount payable by the Company or demand its repayment (in which case the Beneficiary will do so within 30 days). Any repayment by the Beneficiary must be made without any offsetting or deduction of any kind.

5.8 Where under this Agreement the Company would be entitled to claw back or withhold payment of the Funding Amount, the Company may (at its absolute discretion) agree to pay to the Beneficiary (or permit the Beneficiary to keep) a pro-rata amount properly reflecting the actual work undertaken by the Beneficiary and the benefits to the public realm of such works.

6 Completion of the Works and ongoing maintenance

6.1 The Beneficiary shall notify the Company in writing once it considers that the Works have been completed in accordance with the drawings, specification and design agreed by the Company pursuant to any necessary consents given by the Company to the Beneficiary, in order to enable the Company to certify completion of the Works.

6.2 Following receipt of a notification from the Beneficiary pursuant to clause 6.1 that all the Works have been completed, and provided that the Company is satisfied that the Works comply in all respects with this Agreement and all relevant standards, and that all deficiencies, snagging and defects have been rectified, the Company shall issue a certificate of completion of the Works. In the event that the Company considers that the whole or any part of the Works does not comply as aforesaid, it shall notify the Beneficiary in writing together with full details of its reasons why the certificate of completion of the Works should not be issued.

6.3 Where the certificate of completion of the Works is not issued pursuant to clause 6.1, the Beneficiary shall have regard to the reasons given by the Company and shall carry out such further work as is required to comply with this Agreement. Once the Beneficiary has completed such further work, the process in clauses 6.1 and 6.2 shall be repeated.

7 Termination

7.1 The Company may elect to terminate this Agreement on thirty days' notice to the Beneficiary:

(a) at any time prior to Commencement, or:

(b) if the Works have not been concluded by the Longstop Date (in which case clause 5.2 shall apply to any pre-paid amounts).

If the Company exercises its rights under this clause 7.1 then clause 7.9 shall apply.

7.2 If either party is in material breach of this Agreement then:

(a) the party not in breach may notify the other in writing of such breach; and

(b) if the breach is not capable of rectification the party not in breach shall be entitled to terminate this Agreement immediately on giving written notice; or

(c) if the breach is capable of rectification and the breach is not remedied within 21 days following receipt by a party of the written notice then the party not in breach may terminate this Agreement immediately by written notice.

7.3 Either party may terminate this Agreement immediately by giving notice to that effect to the other if the other becomes Insolvent.

7.4 The Beneficiary will give notice to the Company immediately upon it becoming Insolvent.

7.5 The Company may terminate this Agreement immediately by giving notice to that effect to the Beneficiary if:

(a) the Beneficiary breaches any Applicable Laws, including relating to bribery, corruption or modern slavery, or commits any fraud in connection to the Works;

(b) the Beneficiary by any act or omission causes the Company to breach (or to take any specific action to avoid breaching) any Applicable Law, or any licence held by the Company in respect of its role as a water and wastewater undertaker, or causes (or causes the Company to take any specific action to avoid) any unauthorised impact on any of services provided by the Company to customers.

7.6 Subject to clause 18, if this Agreement is terminated in accordance with clauses 7.2, 7.3 or 7.5, the party in default shall pay the reasonably and properly incurred costs in relation to termination. Where the party in default is the Beneficiary, such costs will include:

(a) any costs incurred by the Company in making good the Works and/or otherwise in its role as a water and waste water undertaker; and

(b) reimbursing any instalment of the Funding Amount previously paid by the Company in accordance with clause 5.2.

7.7 The Company may terminate this Agreement on 60 days' notice if at any time:

(a) it concludes on reasonable grounds that the anticipated benefits of the Works will not be realised; or

(b) the Company is otherwise compelled by law to terminate this Agreement.

7.8 If the Company terminates under clause 7.7:

(a) the Beneficiary shall be entitled to retain any previously paid portion of the Funding Amount that reflects the actual costs incurred by the Beneficiary (but any excess of previously paid amounts over actual costs shall be repayable within 30 days of termination); and

(b) if the Beneficiary's committed, unavoidable costs exceed the amounts previously paid to the Beneficiary, the Beneficiary shall be entitled to apply for payment of an amount equal to the balance of those committed costs save that the maximum liability of the Company in respect of such additional amounts together with any previously paid amounts shall not exceed 100% of the Funding Amount. Any such application must be made within 30 days of termination, and shall be subject to satisfactory evidence of the relevant costs being produced by the Beneficiary. The Company shall pay the same within 30 further days of the end of the month in which such evidence is produced by the Beneficiary.

7.9 Upon termination (or where this Agreement does not come into force pursuant to clause 2.2), all obligations of both parties under this Agreement shall cease except for:

8 the provisions of clause 15 (Record Keeping, Access to Documents and Information

8.1 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep records to demonstrate compliance with this Agreement and any Applicable Laws.

8.2 The Beneficiary shall on request provide the Company with any documents, information, photographic or other documentary evidence, or written or verbal explanations that may be required by the Company in connection with this Agreement and/or the Works. The Beneficiary agrees that any documents provided to the Company may be supplied to (and used by) any Company personnel, and any regulatory authority having oversight over the Company and/or the Project.

8.3 The Beneficiary acknowledges that:

(a) inspection of the Works under clause 6 or the provision of documents, information, photographic or other documentary evidence or other explanations may be required by the Company (in accordance with this clause 14) to demonstrate that the Works have been completed or any other deadline met; and

(b) as a result, any failure of the Beneficiary to so comply to the reasonable satisfaction of the Company may result in all or any portion of the Funding Amount being withheld by the Company, and/or the Company otherwise refusing to confirm that the Works are complete or a relevant deadline met.

(c) Confidential Information);

(d) the provisions of clause 18 (Limitation on Liability); and

(e) this clause 7 (Termination),

and save also for any antecedent breach by either party of the terms of this Agreement.

8.4 Save for any amounts expressly identified in this clause 7, no other compensation shall be payable by the Company in respect of termination of this Agreement.

9 Insurance

9.1 The Beneficiary shall, at its own cost, procure that the insurances, details of which are set out in Annex A to the Schedule (Insurance), are taken out and maintained from the date the Works are Commenced until the defects liability period under clause 10.1 has passed.

9.2 Without prejudice to the other provisions of this clause 9, the Beneficiary shall, at all relevant times, at its own cost, effect and maintain in full force those insurances which it is required to effect by any Applicable Law.

9.3 All Insurances shall:

(a) shall be composite policies of insurance (and not joint policies); and

(b) be placed with insurers who are acceptable to the Company (such acceptance not to be unreasonably withheld or delayed).

9.4 The Beneficiary shall supply the Company with copies of every policy of insurance (or such other evidence of insurances as may be reasonably required) as soon as it is available, together

with evidence of payment of the premiums. If the Beneficiary defaults in insuring or continuing to maintain the insurances, the Company may insure against any risk in respect of which such default has occurred and recover any premiums from the Beneficiary as a debt.

9.5 The Company shall not be obliged to take out any insurances for the Works.

10 Post completion of Works obligations

10.1 Following the issue of a certificate of completion under clause 6.2, for the period specified in the Schedule (or if no such period is expressly specified, twelve months) following the date of the certificate of completion, the Company may notify the Beneficiary of any deficiencies or defects in the Works which become apparent, giving full details of such deficiencies or defects in the Works.

10.2 If the Company notifies the Beneficiary of a deficiency or defect under clause 10.1, the Beneficiary shall have regard to such notification and shall carry out any further work as is required in order to rectify the deficiency or defect and complete the Works in accordance with the Agreement.

10.3 Following completion of the Works for the purposes of clause 6.2, the Beneficiary warrants, represents and undertakes to ensure that:

(a) any structures or features resulting from the Works are properly maintained and cared for (and that any necessary investment is made) for (as a minimum, and without prejudice to clause (b)) the Minimum Maintenance Period, and in addition for any longer period necessary to ensure that those structures and features deliver the benefits that they are designed to deliver for as long as they can reasonably be expected to endure; and

(b) in addition:

(i) any features created by the Works that are intended to become a permanent feature of the landscape, are maintained for as long as reasonably necessary to enable those features to becomes such a permanent feature; and

(ii) where the Works entail planting trees/other plants, they are cared for and maintained on an ongoing basis, to ensure they become fully established and act as a landscape feature as envisaged at the time of this Agreement; and

(iii) any permanent structures resulting from the Works will, following their completion, are appropriately maintained in accordance with good industry practice for their normal asset life.

10.4 In the event of any non-compliance with clause 10.3, the Company may notify the Beneficiary of such non-compliance and if it is not rectified within 30 days' of such notice, the Funding Amount (or such proportion thereof as the Company deems appropriate in all the circumstances) shall immediately be repaid to the Company and shall be recoverable by the Company as a debt.

11 Changes

11.1 The Beneficiary and the Company shall regularly meet to discuss what they believe to be working well, and what is not.

11.2 The Company may request changes (at any time) to:

(a) the requirements of this Agreement;

(b) the Project;

(c) the Works; and

(d) include an additional requirement in the Agreement.

11.3 The Parties shall meet in good faith to discuss any such changes or additional requirements, and how best they might be provided for, and shall implement whatever agreement they may reach.

11.4 The Beneficiary shall not unreasonably withhold its approval of any changes or additional requirements which may be proposed by the Company.

12 Personnel

12.1 The Parties shall appoint the persons listed in the Schedule as the Beneficiary's Representative and Company's Representative respectively for the purposes of this Agreement, and all Works and obligations under (or in connection with) this Agreement.

12.2 The Beneficiary's Representative shall have full authority to act on behalf of and to bind the Beneficiary for all purposes related to this Agreement, and the Company shall be entitled to treat any act of the Beneficiary's Representative as being expressly authorised by the Beneficiary (save where the Beneficiary has notified the Company (in advance) that such authority has been revoked and with reason) and the Company shall not be required to determine whether any express authority has in fact been given.

12.3 The Beneficiary's Representative shall:

(a) assume personal overall direction, management, supervision and control of the Works and other responsibilities and obligations under (or in connection with) this Agreement;

(b) establish and maintain direct and regular contact with Company's Representative on all matters pertaining to this agreement; and

(c) prepare for and make themselves available to attend all meetings required to be attended pursuant to clause 13.

13 Meetings

13.1 The Beneficiary's Representative and Company's Representative shall attend such meetings:

(a) as may be required under (or contemplated within) clause 13.4; or

(b) as may otherwise be reasonably required by the Company (in the context of this Agreement).

13.2 The Beneficiary shall promptly provide the Company with such information regarding any Works, or any events affecting any Works, as may reasonably be required by the Company, including copies of any contract which relates to the carrying out of the Works.

13.3 The Beneficiary shall promptly notify the Company of any incident, event or circumstance which is likely to delay the progress of any Works.

13.4 The following meetings shall occur throughout the Project lifecycle, unless otherwise stated (and/or as added to) in the Schedule:

(a) stage and gate review;

(b) progress meetings; and

(c) risk planning and review meetings.

14 Appointments

14.1 It is anticipated that the Beneficiary wishes to appoint or engage one or more Delivery Agent(s) (including any professional appointments and/or works contractors) in respect of carrying out the Works or part of the Works, and the Beneficiary shall obtain written consent from the Company prior to any appointment or engagement.

14.2 The Beneficiary shall ensure that each Delivery Agent performs and behaves in the same manner as the Beneficiary ought to do. Performance and behaviour measures shall include (but not be limited to) time, cost, sustainability, quality, health and safety, and shall be monitored by the Beneficiary on an on-going basis.

14.3 If the Beneficiary appoints or engages a Delivery Agent for any part of the Works, then the Beneficiary shall not be relieved from any liability or obligation whatsoever under this Agreement, and the Beneficiary shall be fully responsible for the acts, omissions or defaults of any Delivery Agent as if they were the acts, omissions or defaults of the Beneficiary.

15 Record Keeping, Access to Documents and Information

15.1 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep records to demonstrate compliance with this Agreement and any Applicable Laws.

15.2 The Beneficiary shall on request provide the Company with any documents, information, photographic or other documentary evidence, or written or verbal explanations that may be required by the Company in connection with this Agreement and/or the Works. The Beneficiary agrees that any documents provided to the Company may be supplied to (and used by) any Company personnel, and any regulatory authority having oversight over the Company and/or the Project.

15.3 The Beneficiary acknowledges that:

(a) inspection of the Works under clause 6 or the provision of documents, information, photographic or other documentary evidence or other explanations may be required by the Company (in accordance with this clause 14) to demonstrate that the Works have been completed or any other deadline met; and

(b) as a result, any failure of the Beneficiary to so comply to the reasonable satisfaction of the Company may result in all or any portion of the Funding Amount being withheld by the Company, and/or the Company otherwise refusing to confirm that the Works are complete or a relevant deadline met.

16 Confidential Information

16.1 Neither party shall disclose any Confidential Information of the other party save as required:

(a) by any enactment or requirement of any regulatory authority (including the Information Acts as set out in clause 16 below);

(b) pursuant to any judicial or arbitral process;

(c) to enable that party to perform its obligations pursuant to this Agreement, including the disclosure of such information to any employee, consultant, agent, officer, Delivery Agent (of any tier), lender or adviser provided that such disclosure is made in good faith and only to the extent necessary to enable the party to fulfil its obligations under this Agreement; and/or

(d) by the Company, as required by its statutory duties or statutory licence.

17 Information Acts

17.1 The Beneficiary acknowledges that:

(a) the Company may be required, under the Information Acts, to disclose information relating to the subject matter of this Agreement; and

(b) notwithstanding any other provision in this Agreement, the Company shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts (having regard to any identified Commercially Sensitive Information).

17.2 The Beneficiary shall provide all necessary assistance and cooperation as reasonably requested by the Company to enable it to comply with its obligations under the Information Acts.

17.3 The Beneficiary acknowledges that it may share information with the Company relating to its personnel or other individuals in connection with the Works and this Agreement. The Beneficiary agrees that the Company shall control that data and may use that data, and share it with third parties, in connection with its business and the Works. In any event, each Party shall comply with its obligations under data protection and privacy laws in dealing with any personal information, including but not limited to establishing the lawful basis for transferring any personal information to the other party. If either party reasonably considers that the nature of the Works is such that additional data protection requirements should apply, then both parties shall act reasonably in relation to agreeing the necessary data sharing agreement.

18 Publicity

18.1 Unless otherwise agreed by the Company, and save for any specific publicity activities specified in the Schedule, the Beneficiary shall not (and will ensure that none of its Delivery Agents shall) make any press announcements, or otherwise brief any media organisation, make any announcement or issue any brochure or other marketing material, which in any way concerns (or refers to) this Agreement, the Project, and/or the Works or any related matter, without the Company's prior written consent (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

18.2 If the Company provides its consent in accordance with clause 18.1, the parties shall consult together on the timing, contents and manner of release of any announcement.

18.3 The parties agree that any announcements or publications shall be in a form and substance agreed between the parties.

18.4 Notwithstanding clauses 18.1 – 18.3 above:

(a) the Beneficiary acknowledges that the Company shall be entitled to request reasonable support from the Beneficiary in order to publicise the Company's contribution to the Project, which may include facilitating access to the Works to invitees of the Company and/or displaying billboards or similar advertising referring to the Company's contribution, and the Beneficiary shall act reasonably in respect of any such request; and

(b) the Beneficiary agrees to comply with all reasonable instructions of the Company which relates to communications with the Company's customers in respect of any impact that the Works may have in relation to the services provided by the Company, or other impacts upon customers of the Company, and not to communicate with customers in connection with the Company, its infrastructure or assets, without the prior written consent of Company's Representative.

18.5 Where any publicity entails either party making any use of any brand or logo of the other they shall do so only in accordance with the reasonable directions of the party whose brand or logo is being used.

19 Limitation on liability

19.1 The Company's aggregate liability in respect of this Agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to a sum equal to the Funding Amount less the aggregate of any amounts already paid by the Company in accordance with clause 5.3 provided that such limitation shall not apply to any liability in respect of death or personal injury resulting from a negligent act or omission or breach of statutory duty by the Company, or to any other liability that cannot be limited or excluded at law.

20 Bribery, Corruption and Modern Slavery

20.1 The Beneficiary warrants, represents and undertakes that no offence under the Bribery Act 2010 (**Bribery Act**) has been or will be committed by:

(a) the Beneficiary; or

(b) any associated person of the Beneficiary,

in connection with the procurement or implementation of this Agreement.

20.2 For the purposes of clause 20.1(b), the definition of associated person in section 8 of the Bribery Act applies.

20.3 If at any time the Beneficiary:

(a) has knowledge of, or has reasonable grounds to suspect the occurrence of, a breach of the warranty in clause 20.1; or

(b) becomes the subject of any investigation in connection with the Bribery Act; or

(c) becomes the subject of any other investigation in respect of any (or any suspected) wrong doing or impropriety; or

(d) becomes aware of any equivalent investigation (as falls within clause 20.3(b) or 20.3(c)) in respect of its employees, or sub-contractors or any other associated person,

the Beneficiary (unless prohibited by Applicable Laws) shall promptly notify the Company in writing of such matters within its knowledge, or of such grounds for suspicion, and (where clause 20.3(a) applies) shall co-operate with the Company in the investigation of the breach or suspected breach of the same.

20.4 Similarly, the Beneficiary shall promptly inform the Company of any genuine and substantiated allegation, serious complaint or verifiable information in respect of any corruption related offence relating, in some way, to this Agreement or its subject matter (including, without limitation, any offence under the Bribery Act and/or any offence or practice relating to corruption, fraud, coercion, collusion, obstruction, money laundering and/or the financing of terrorism).

20.5 The Beneficiary shall:

(a) comply with all Applicable Laws relating to modern slavery including but not limited to the Modern Slavery Act 2015 (the "**Relevant Modern Slavery Requirements**");

(b) not do or omit to do any act or thing which causes or may cause the Beneficiary, the Company or any Company Group Member to be in breach of and/or to commit an offence under any Relevant Modern Slavery Requirements; and

(c) promptly notify the Company of any breach of this clause.

21 IR35 and Tax Compliance

21.1 The Beneficiary shall ensure that:

(a) it is UK tax resident or has a tax presence in the UK; and

(b) no individuals who are or will be involved in the provision of the Works (each an Involved Individual) will be engaged via an Intermediary without the express prior written consent of Company; and

(c) in any event, all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all associated tax laws (including IR35) are complied with, in respect of each and every Involved Individual,

and shall notify Company as soon as reasonably practicable if any of the foregoing is untrue or ceases to be true (and in any event shall notify Company as soon as reasonably practicable if it considers that Company may have any obligations under IR35 in respect of the Works). The Beneficiary shall be responsible for any costs or other liabilities incurred by Company as a result of any of the foregoing being or becoming untrue.

21.2 For the purposes of clause 20.1: (i) “Intermediary” means a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of the Income Tax (Earnings and Pensions) Act 2003 or such other meaning provided for such term in any other legislation amending or repealing IR35 (as interpreted in accordance with HMRC published guidance); and (ii) IR35” means the intermediaries legislation known as IR35 concerning off payroll working set out in Chapters 8 and 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the

Social Security Contributions (Intermediaries) Regulations 2000 (in each case as may be amended from time to time) and any other legislation or secondary legislation which imposes a liability to pay or deals with the payment to HMRC of any employment taxes in connection with services provided by workers via Intermediaries;

21.3 The Beneficiary shall in any event comply with all Applicable Laws, including tax laws, and shall not do or omit to do anything that causes Company to breach any Applicable Law.

21.4 If any sum paid or due to Company under the Agreement is liable to taxation, the Beneficiary shall pay Company such further sum as ensures that the net amount received and retained by Company equals the full amount which would have been received and retained by it but for that tax liability.

21.5 The Beneficiary shall account to HMRC for any VAT payable on sums due under the Agreement (and where relevant, Company is an "end user" for the purposes of Section 55A of the VAT Act 1994, the Domestic Reverse Charge for Construction).

21.6 Breach of any sub-clause of this clause 20 is a material breach by the Beneficiary which is not capable of remedy.

21.7 This clause 20 shall survive the expiry or termination (for any reason) of this Agreement (or of the Beneficiary's engagement under it).

22 General

22.1 The Beneficiary will use its reasonable endeavours to enable the Company to receive the benefit of all the capital allowances in respect of the Funding Amount towards the cost of the Works, to the extent that the Company is entitled to those allowances.

22.2 The Beneficiary represents and warrants that that it has not done, and will not do, anything in connection with this Agreement and/or the Works which could be considered an inducement for any person to show favour to the Beneficiary or otherwise act in a particular matter, or which could be considered to amount to bribery or an attempt to defraud any party (including the Company).

22.3 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep sufficient records to demonstrate compliance with this Agreement and any Applicable Laws or regulations and to demonstrate expenditure on the Works (including any relevant invoices and receipts).

22.4 The Beneficiary shall be responsible for compliance with all Applicable Laws in carrying out the Works and any subsequent maintenance required pursuant to clause 9.3, and shall not by act or omission cause the Company to breach any Applicable Laws, including:

(a) relating to the undertaking of works, and/or the provision of water or waste water services; and/or

(b) relating to taxation, including ensuring that all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all associated tax laws are complied with, in respect of each and every individual involved in the discharge of the Works (including under the intermediaries legislation known as IR35 concerning off payroll working).

22.5 If any sum paid or due to the Company under this Agreement is liable to taxation, the Beneficiary shall pay the Company such further sum as ensures that the net amount received and retained by the Company equals the full amount which would have been received and retained by it but for that tax liability.

22.6 The Beneficiary grants to the Company an irrevocable, perpetual, non-exclusive royalty-free licence to use all the intellectual property and materials created as a result of the design and implementation of the Works for all purposes, including the right to sub-licence.

22.7 Neither party intends that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than the Company or the Beneficiary.

22.8 Any notice pursuant to this Agreement shall be in writing and shall be duly and validly served if delivered by hand or sent by first class post to the registered office of the relevant party (and in the case of a notice served on the Company, provided the notice is addressed to the Company Secretary of the Company). Any notice sent by post shall be conclusively treated as having been served two working days after posting.

22.9 Neither party may assign or charge its rights or interests under this Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed).

22.10 No amendment to or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each party. No general terms and conditions contained in any purchase order or other document customarily required by either party in connection with a request for works or services shall be binding on the parties.

22.11 Should a dispute between the parties arise out of or in connection with this Agreement, the parties' respective representatives shall initially discuss and attempt to resolve the dispute. If the parties' representatives are unable to resolve the dispute to the satisfaction of both parties within 14 days, it shall be escalated to the parties' appropriate senior managers for resolution. If the senior managers are unable to resolve the dispute to the satisfaction of both parties within 14 days, it shall be escalated to the parties' directors for resolution. If the directors are unable to resolve the dispute to the satisfaction of both parties within 14 days, the dispute shall be referred to adjudication in accordance with clause 22.12.

22.12 Either party may refer to adjudication any dispute arising out of or in connection with this Agreement in accordance with the Housing Grants, Construction and Regeneration Act 1996. The adjudicator shall be agreed between the parties and failing agreement within 7 days of receipt by one party of a proposal by the other the adjudicator shall be nominated at the request of either party by the President or Vice President for the time being of TECBAR.

22.13 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreements between the parties. Each party acknowledges that in entering into this Agreement it is not relying upon any statement or representation not set out in this Agreement.

22.14 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Save as expressly provided otherwise, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

The Schedule

TABLE 1 – GENERAL INFORMATION

1	**The Project**	Oldham Council, Town Centre regeneration scheme incorporating SuDS features to create green travel corridors and parks within Oldham Town Centre. Current buildings and hard impermeable paved areas will make way for green spaces with recreational facilities across Oldham town centre. Rock Street developments provide the travel corridors to the jubilee park development in the centre. Surface water attenuation will aid with slowing the flow within the current sewer network and removing capacity aimed at providing climate resilience benefit to UU sewer network. The overarching aim of the programme was to build the systems, tools and processes to work with external partners to co-fund, co-design and co-deliver blue green infrastructure. The impacts of this will build resilience to climate change within the network through reducing and removing rainwater from the network and supporting economic recovery aligned with achieving long-term climate change and sustainability objectives for United Utilities infrastructure and wider catchment areas. Projects were/are selected for the programme based on a matrix which assessed Volume (area) attenuated / disconnected from the network, Natural Capital Value, innovation in Partnership, Project maturity, innovation and flood risk benefits.
2	**The Works**	
2.1	Description:	The scheme is to create a green scheme that is resilient to future climate change impacts by implementing Sustainable Drainage Systems (SuDS) promoted such as greenspace attenuation and natural forms of infiltration. Through the creation of a park environment, the design seeks to mitigate the incline by introducing a purpose-built discrimination disabled act (DDA) compliant ramp as well as a dual-purpose greenspace for visitors and users to enjoy nature in a predominantly urban environment and harness surface water run-off and manage it effectively. Included in the scheme is a large SuDS attenuation/infiltration feature (See Annex C).

DRAFT

2.2	Anticipated overall cost of the Works:	Company Funding Amount = £700,000 Beneficiary Funding Amount = £900,000 Total cost of the Works for this Agreement = **£1,600,000**
3	**Funding**	
3.1	Funding Amount	£700,000 (seven hundred thousand pounds)
3.2	Payment schedule	Quarterly payments of £87,500
4	**Commencement Deadline:**	Upon signature of the last party to execute this Agreement
5	**Longstop Date:**	31st March 2025
6	**Company's Representative:**	Heather Lancaster UU Project Engineering Manager
7	**Beneficiary's Representative:**	[INSERT NAME/ROLE HOLDER]
8	**Additional meetings or amendments to schedule of meetings in clause 12**	NOT USED
9	**Defects notification period for purposes of clause 9**	12 months
10	**Minimum Maintenance Period**	The works should be maintained in accordance with the industry CIRIA guideline standards for SuDS installations.
11	**Additional key commercial information**	NOT USED
12	**Trigger Event for the Works to be deemed to have Commenced**	NOT USED

DRAFT

TABLE 2 – SPECIAL CONDITIONS

Ownership of assets	No assets, structures or features resulting from the Works shall be owned by or the responsibility of the Company, and the Company shall have no liability to adopt such assets, structures or features or have any other liability for the upkeep, maintenance, condition or operation of any of the foregoing.

DRAFT

ANNEX A

Insurance

1 General

This schedule sets out the Insurances which the Beneficiary is required to take out, renew and maintain (pursuant to and in accordance with this Agreement).

2 Minimum insurance requirements

The following table sets out the minimum requirements for the various Insurances shown.

Insurance requirements		
Insurance type/coverage	**Minimum level insured**	**Maximum permitted excess**
Public Liability Insurance	£5,000,000	N/A
Professional Indemnity Insurance	£10,000,000	N/A
Employer's Liability	£5,000,000	N/A

DRAFT

ANNEX B

Commercially Sensitive Information

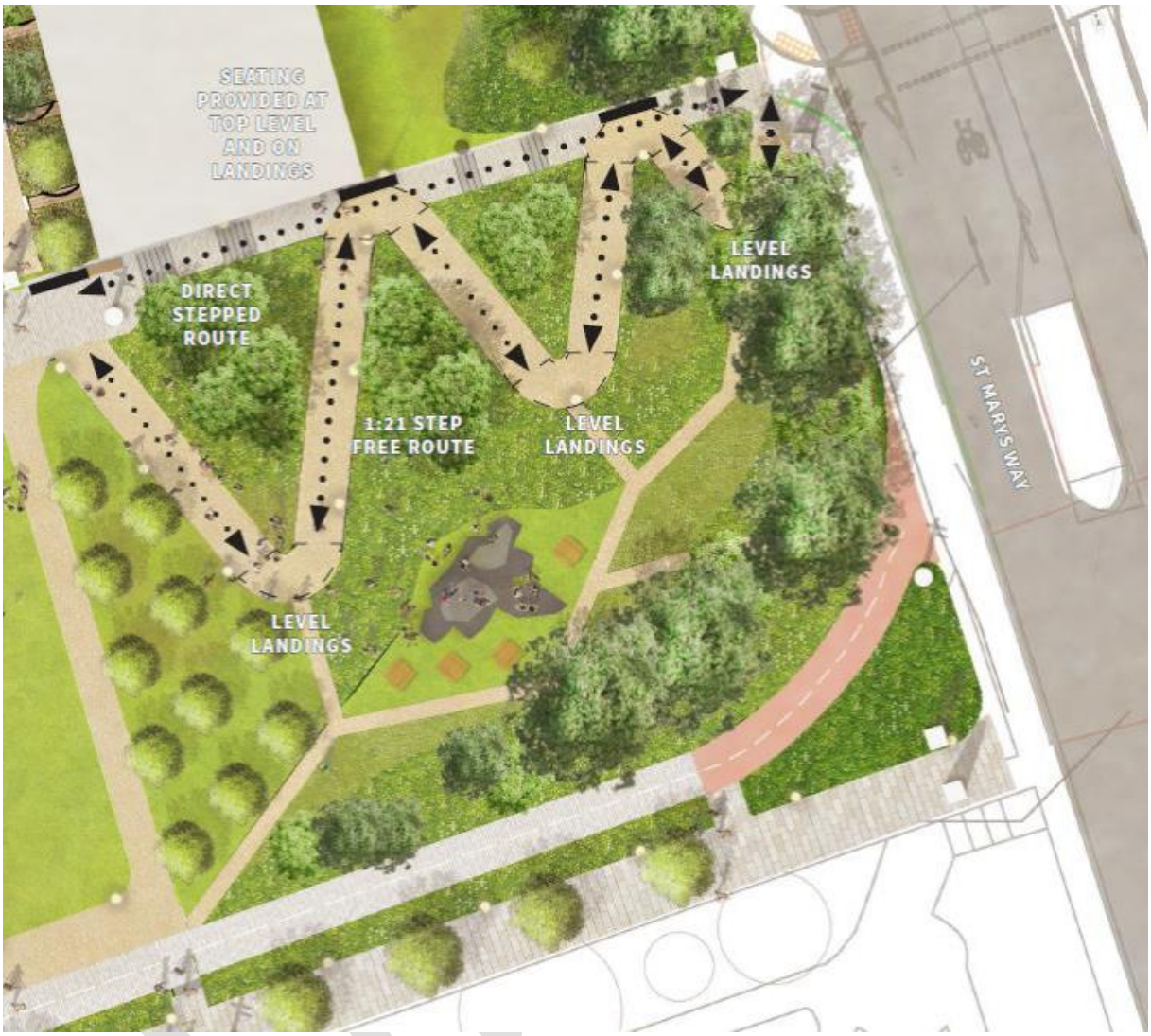
NOT USED

DRAFT

ANNEX C

APPENDED INFORMATION

Design of Works



Signed by [NAME OF DIRECTOR] for and on.....
behalf of United Utilities Water Limited

Signed by [NAME OF DIRECTOR] for and on .....
behalf of [NAME OF BENEFICIARY]

DRAFT

This page is intentionally left blank

ADDLESHAW GODDARD

Dated **2023**

UNITED UTILITIES WATER LIMITED

OLDHAM COUNCIL

FUNDING AGREEMENT

Contents

	Clause	Page
1	Definitions and Interpretation	1
2	No binding and enforceable obligation	3
3	The Works	3
4	Works obligations	4
5	Funding by Company	6
6	Completion of the Works	8
7	Termination	8
8	Insurance	10
9	Post completion of Works obligations	10
10	Changes	11
11	Personnel	11
12	Meetings	12
13	Appointments	12
14	Record Keeping, Access to Documents and Information	13
15	Confidential Information	13
16	Information Acts	13
17	Publicity	14
18	Bribery and Corruption and Modern Slavery	15
19	IR35 and Tax Compliance	16
20	General	17

The Schedule

Annex A
Insurance

Annex B
Commercially Sensitive Information

Annex C
Appended Information

The Schedule

This Agreement is made on 2023

Parties

(1) **United Utilities Water Limited** (No. 02366678) whose registered office is at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue Great, Sankey, Warrington, WA5 3LP ("**the Company**"); and

(2) **Oldham Council** [(No. ♦) whose registered office is at ♦] ("the **Beneficiary**"),

each a **party** and together the **parties**.

Background

(A) The Beneficiary intends to undertake the Project described in the Schedule.

(B) The Company has agreed to contribute the Funding Amount to the Project for the purposes of the particular Works described in the Schedule, subject to the terms of this Agreement.

Agreed Terms

1 Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement.

Applicable Laws means any binding Court order, judgment or decree, and any law, statute, regulation, bylaw, ordinance, subordinate legislation, industry licence, code, policy, guidance, standard or accreditation terms enforceable by law which is in force and/or which is stipulated by any relevant regulatory authority (including any licences granted under the Water Act 1989 and/or the Water Industry Act 1991)

Beneficiary's Representative means the person appointed as such in the Schedule

Commenced has the meaning given to it at clause 2.3 and **Commences** and **Commencement** shall be interpreted accordingly

Commencement Deadline has the meaning given to it in the Schedule, subject to clause 2.4

Commercially Sensitive Information means the commercially sensitive information set out in Annex B (if any)

Confidential Information means any information or data relating to the existence and/or terms of this Agreement and/or to a party or a party's business, operations, assets or affairs or (in the case of the Company) to any member of Company's Group (including, but not limited to, any information ascertainable by the inspection or analysis of samples), disclosed (whether in writing, orally or by any other means) to one party by the other party or by a third party on behalf of the other party, and including any Commercially Sensitive Information

Delivery Agent means any third parties that enter into any contract or agreement, or proposed contract or agreement, with the Beneficiary pursuant to which that third party agrees to carry out the Works or any part of the Works (together with any sub-contractor of any such Delivery Agent)

Funding Amount means the amount specified as such in the Schedule

Information Acts means the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004

Insolvent means:

(a) a party stopping or suspending or threatening to stop or suspend payment of all or a material part of its debts, or becoming unable to pay its debts, or being deemed unable to pay its debts under section 123(1) or (2) of the Insolvency Act 1986;

(b) any step being taken by any person with a view to the winding up of such party or any person presenting a winding-up petition which is not dismissed within five (5) working days;

(c) a receiver, manager, administrative receiver or administrator being appointed in respect of such party;

(d) such party ceasing or threatening to cease to carry on all or a material part of its business, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidated terms approved by the other party before such step is taken (which approval shall not be un reasonably withheld or delayed); or

(e) any event occurring which, under the law of any relevant jurisdiction, has an analogous effect to any of the events listed above

Longstop Date has the meaning given to it in the Schedule

Minimum Maintenance Period means the period specified in the Schedule

Project means the project outlined in the Schedule

Trigger Event means the event (if any) specified as such in the Schedule

Company's Group means Company, and any subsidiary or holding company for the time being of Company or any other subsidiary for the time being of that holding company

Company's Representative means the person appointed as such in the Schedule

Works means the works forming part of the Project in respect of which the Company has agreed to make available the Funding Amount as set out in the Schedule.

1.2 Words such as "other", "includes", "including" "for example" and "in particular" do not limit the generality of any preceding words.

1.3 Any reference to a statute or a statutory provision (including any enactment, order, regulation or instrument) shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced.

1.4 Headings and indexes are for reference purposes only and shall not be used to construe or interpret the meaning of this Agreement.

1.5 In the event of any conflict between the generally applicable terms of this Agreement, and any special conditions set out in the Schedule, then the special conditions shall take precedence.

2 No binding and enforceable obligation

2.1 The Company and the Beneficiary acknowledge and agree that nothing in this Agreement constitutes an obligation for the Beneficiary to carry out or procure the Works. If the Beneficiary elects not to Commence or procure the Commencement of the Works then subject to clause 2.2, the Beneficiary shall not be liable to the Company as a result of that election and none of the remaining provisions of this Agreement shall come into force. Where the Beneficiary elects to Commence or procure the Commencement the Works, the remaining provisions of this Agreement shall come into force and shall apply to the Beneficiary, to the Works and to the Company.

2.2 In the event that the Works are not Commenced by the Commencement Deadline, this Agreement shall not come into force, whether or not the Beneficiary subsequently Commences (or procures the Commencement of) the Works, save in respect of clause 7.9 and this clause 2.2 (together with any other provisions necessary for the purposes of construing the same) which shall take effect from the date of this Agreement. In particular and without limiting the foregoing:

(a) the Company shall have no liability to pay the Funding Amount in such circumstances; and

(b) if for any reason the Company has agreed to pay any amount of the Funding Amount in advance of Commencement (in which case clause 5 shall apply to such payments), then such amounts shall be held on trust by the Beneficiary for the benefit of the Company pending Commencement; and

(c) in the event that Commencement has not occurred by the Commencement Deadline then the Beneficiary shall repay such amounts to the Company in full without delay (and immediately upon receipt of written demand by the Company).

2.3 For the purposes of clause 2.2, the Works shall be deemed to have **Commenced** when any Trigger Event specified in the Schedule has occurred, or if no event is so specified, when the Beneficiary has, or has procured that, either:

(a) a professional team has been appointed which has commenced the design, and development of the Project; or

(b) if no professional team is required to be appointed, or the professional team has been appointed at the date of this Agreement, when the Works have been physically commenced on the site of/ in respect of the Project.

2.4 Company's Representative shall be authorised to agree any extension to the Commencement Deadline where reasonably requested by the Beneficiary's Representative as a consequence of circumstances beyond the reasonable control of the Beneficiary (but shall not be obliged to agree to the same).

3 The Works

3.1 The Beneficiary shall carry out the Works in a timely manner, and in accordance with all relevant standards including health and safety, quality, and environmental standards as well as Applicable Laws.

3.2 The Beneficiary confirms that, in the event it elects to carry out or procure the Works, it is prepared to proceed with the Works on the terms set out in this Agreement including the Schedule.

3.3 The Beneficiary shall provide the Company with regular written progress updates in relation to the Works and in particular will update the Company on the following at least once per calendar month:

(a) information on the progress of the Works to date (including actual cost of the Works to date);

(b) a forecast of future cost of the Works up to the completion of the Works;

(c) a project plan showing the outstanding Works; and

(d) the latest estimated date for the completion of the Works and the associated risks and mitigation measures.

4 Works obligations

4.1 The Beneficiary shall:

(a) obtain all necessary permits and consents, including, without limitation, where necessary from the Company, any relevant regulator, landowner or planning authority, prior to the Commencement of the Works. For the avoidance of doubt, any permits or consents to be obtained from the Company must be applied for in the ordinary course and the entering into this Agreement shall not constitute any such permit or consent;

(b) ensure that the Works do not impact on any footpath, access, right of way over, or other right in respect of, the relevant land.

4.2 The Beneficiary shall procure that:

(a) all Works shall be carried out diligently, in a good and workmanlike manner and in accordance with good construction and environmental management practice, and that any and all plant and materials used shall be appropriate for their purposes, of good quality and free of defects;

(b) there shall at all times be a sufficient number of staff (including all relevant grades of supervisory staff) and Delivery Agents (including professional appointments and any works contractor(s)) engaged in the provision of the Works with the requisite level of skill and experience;

(c) all staff and Delivery Agents receive such training as is necessary to ensure the proper performance of the Works and all other obligations under this Agreement; and

(d) all Works are carried out in accordance with all Applicable Laws, and any permits or consents obtained pursuant to clause 4.1 and in such manner as does not compromise any licence held by the Company in respect of its role as a water and/or wastewater undertaker.

4.3 The Beneficiary shall give the Company reasonable notice in writing of any inspections or testing of the Works by the Beneficiary or its Delivery Agent and shall afford the Company and any relevant regulator sufficient opportunities as it shall reasonably require to conduct any inspections, demonstrations, testing or audits in relation to the Works and the Beneficiary's management of the Works and discharge of its duties under Applicable Law that the Company reasonably deems necessary.

4.4 The Company may work together in collaboration with the Beneficiary, or a professional team procured by them, to develop the design of the Works.

4.5 Any design work carried out by the Company under clause 4.4, and/or any other design or other input (including any reports) provided by or on behalf of the Company to the Beneficiary (or any Delivery Agent) is indicative only and is used by the Beneficiary at its own risk. Accordingly, the Company shall not be responsible for the design Works and/or specification of the Works, which shall be the risk and responsibility of the Beneficiary.

4.6 For the purposes of all Works (and regardless of any action the Company takes pursuant to this Agreement) the Beneficiary agrees that (where and to the extent applicable):

(a) it is the only client under the Construction (Design and Management) Regulations 2015 (as amended) (**CDM Regulations**) and shall fulfil all the roles and duties of such including making the necessary notification to the Health and Safety Executive in accordance with the CDM Regulations and appointing any necessary Principal Contractor or Principal Designer (as defined in and required by the CDM Regulations), save as specified in sub-clause (b) below;

(b) where the Funding Amount is ultimately to be transferred to a third party who should properly be appointed as client under the CDM Regulations, the Beneficiary may appoint that party as client, but the Beneficiary shall ensure that such client complies in full with the CDM Regulations;

(c) the Company shall in any event have no role under the CDM Regulations unless otherwise expressly agreed in writing; and

(d) in the event that the Beneficiary ceases to be the client under the CDM Regulations (either generally or in respect of any given Works), the Beneficiary shall fully co-operate with (and provide any information reasonably required by) any replacement so appointed.

4.7 It is acknowledged and agreed that the Works do not themselves entail Works to be carried out by the Beneficiary on or in respect of the Company's assets and infrastructure, for the benefit of the Company.

4.8 Where, notwithstanding clause 4.7, access to any of the Company's assets and/or infrastructure is required in connection with the carrying out of the Works, or where the Works are otherwise adjacent to any assets or infrastructure of the Company, then the Company may provide such access or permit the undertaking of such Works subject to the Beneficiary first providing the Company with reasonable notice and any requisite method statements for the Works. If the Company grants such access or permits such Works, the Beneficiary shall:

(a) ensure only professional, suitably qualified Delivery Agents undertake any such Works;

(b) comply with all laws, good industry practice and any other requirements of the Company in respect of the site and/or the Company's assets and infrastructure, which may include:

(i) complying with all relevant policies, standards and/or specifications of the Company relating to the conduct of works on its assets and/or infrastructure, as may be made available by the Company to the Beneficiary;

(ii) complying with all requirements of the Company to ensure that there is no interruption to the services delivered by the Company to its customers (or where such interruption cannot be avoided, to minimise such interference);

(iii) complying with the Company's policies relating to vulnerable customers and to engagement with its customers more generally; and

(iv) obtaining collateral warranties in the Company's favour from any Delivery Agent working on, or adjacent to, any such assets and infrastructure of the Company, in order to protect the Company's interests in those assets and infrastructure.

4.9 Where the Company grants the Beneficiary access to any Company assets or infrastructure under clause 4.8 above, the Beneficiary shall:

(a) not connect any asset or infrastructure or otherwise enable the same to be used in a live environment without the prior consent of the Company and affording the Company the opportunity to undertake any necessary testing or inspection of the relevant asset;

(b) not cause any damage, interference or disruption to such assets and infrastructure and shall indemnify the Company in respect of any costs, liabilities, damages and/or other liabilities arising from such access and/or any works carried out on any asset(s) and/or infrastructure of the Company.

4.10 The Beneficiary shall inform the Company as soon as possible (and in any event before the same takes effect) if it considers any of the following may occur: the sale or transfer of any land capable of having an impact on the Works; or the granting, termination or expiry of any lease or tenancy or other interest in land which is capable of having an impact on the Works. The Beneficiary shall remain responsible for ensuring the Works are carried out as intended or the Funding Amount is reimbursed to the Company.

4.11 In the event of a delay by the Beneficiary in completing the Works by the Longstop Date, then:

(a) where the Company has permitted access to the assets and infrastructure of the Company pursuant to clause 4.8 in connection with the Works, the Beneficiary shall indemnify the Company in respect of any losses suffered or incurred by the Company in making good any impacts upon such assets or infrastructure or otherwise as a result of such delay; and

(b) otherwise, the Company's sole remedy shall be the termination of this Agreement in accordance with clause 7.1, the refund of any amounts of the Funding Amount pursuant to clause 5.2(b) and the payment of any amounts pursuant to clause 7.6.

4.12 The Beneficiary must notify the Company as soon as possible upon becoming aware of any circumstances that could delay or impact upon the Works. In any event, if the Beneficiary is (or may be) prevented from complying with its obligations due to exceptional circumstances outside its reasonable control, the Beneficiary must notify the Company immediately. The Company may (acting reasonably) decide if any extension to the Longstop Date shall apply in this event.

5 Funding by Company

5.1 The Company agrees to contribute the Funding Amount towards the capital costs of the Works in respect of the Project. Unless otherwise stated in the Schedule:

(a) the Funding Amount is inclusive of any tax that is payable in respect of it; and

(b) if any tax (such as VAT) is payable in respect of any amounts received, then the Beneficiary shall be responsible for accounting for the same to HMRC at no additional cost to the Company. The Beneficiary shall diligently consider whether any taxes are so payable to ensure compliance with law; and

(c) should any other tax legislation require the deduction of any amount in relation to tax, then this shall be at the sole risk of the Beneficiary. As such, any necessary deduction shall be made (whether by the Company, or by the Beneficiary, as applicable) from the Funding Amount such that the Company's total liability under this Agreement is not increased.

5.2 The Company shall pay the Funding Amount in accordance with the payment schedule set out in the Schedule, or if none is stated, in full upon completion of the Works, and:

(a) where any amount is payable on completion of the Works, it shall be conditional upon the issue of a certificate of completion in accordance with clause 6.2; and

(b) in the event that the Company has paid any amounts to the Beneficiary in advance of the issue of a certificate of completion in accordance with clause 6.2 and:

(i) the certificate of completion is not issued by the Longstop Date; or

(ii) the Beneficiary otherwise abandons or discontinues the Works, or carries them on in such a manner that leads the Company to reasonably conclude that the Beneficiary does not intend to endeavour to complete the Works in a timely fashion,

then (without prejudice to clause 2.3) the Company shall be entitled to a full refund of such pre-paid amounts of the Funding Amount. The Beneficiary shall pay the same to the Company within 21 days of a written demand by the Company, and any credit note required by the Company shall be issued by the Beneficiary within the same period.

5.3 The Company shall make payment of the Funding Amount (or any instalment thereof) to the Beneficiary within 30 days following the end of the month in which the Company receives a VAT invoice for such amount.

5.4 If the Company wishes to dispute the amount set out in an invoice, it shall notify the Beneficiary within 10 days following delivery of the invoice specifying the disputed amount and the grounds on which it claims that such amount is not due and payable. Late payment of any undisputed amount due and payable under any invoice shall carry interest from the due date to the date of payment at the rate of 2% per annum above the base rate of HSBC Bank plc from time to time.

5.5 The Funding Amount stated in the Schedule shall be the entirety of the Company's financial commitment to the Beneficiary in respect of the Works. Such payment is a grant funding contribution and it is not anticipated that this will cover 100% of the cost of the relevant Works. All other costs of delivering the Works (including any cost overruns) must be met by the Beneficiary, unless the Agreement has been specifically varied by the parties to increase the Funding Amount.

5.6 In addition, the Funding Amount must not exceed the final total cost of the Works. If it otherwise would, then the Beneficiary must notify the Company, and the Funding Amount will be reduced so that it does not exceed 100% of the total cost of the Works.

5.7 If the Beneficiary receives any overpayment or any amount to which it is not entitled, or where any amount is repayable to the Company under this Agreement, this amount must be repaid to the Company and shall be a debt owed to Company. Company may offset this amount against any future amount payable by the Company or demand its repayment (in which case the Beneficiary will do so within 30 days). Any repayment by the Beneficiary must be made without any offsetting or deduction of any kind.

5.8 Where under this Agreement the Company would be entitled to claw back or withhold payment of the Funding Amount, the Company may (at its absolute discretion) agree to pay to the Beneficiary (or permit the Beneficiary to keep) a pro-rata amount properly reflecting the actual work undertaken by the Beneficiary and the benefits to the public realm of such works.

6 Completion of the Works and ongoing maintenance

6.1 The Beneficiary shall notify the Company in writing once it considers that the Works have been completed in accordance with the drawings, specification and design agreed by the Company pursuant to any necessary consents given by the Company to the Beneficiary, in order to enable the Company to certify completion of the Works.

6.2 Following receipt of a notification from the Beneficiary pursuant to clause 6.1 that all the Works have been completed, and provided that the Company is satisfied that the Works comply in all respects with this Agreement and all relevant standards, and that all deficiencies, snagging and defects have been rectified, the Company shall issue a certificate of completion of the Works. In the event that the Company considers that the whole or any part of the Works does not comply as aforesaid, it shall notify the Beneficiary in writing together with full details of its reasons why the certificate of completion of the Works should not be issued.

6.3 Where the certificate of completion of the Works is not issued pursuant to clause 6.1, the Beneficiary shall have regard to the reasons given by the Company and shall carry out such further work as is required to comply with this Agreement. Once the Beneficiary has completed such further work, the process in clauses 6.1 and 6.2 shall be repeated.

7 Termination

7.1 The Company may elect to terminate this Agreement on thirty days' notice to the Beneficiary:

(a) at any time prior to Commencement, or:

(b) if the Works have not been concluded by the Longstop Date (in which case clause 5.2 shall apply to any pre-paid amounts).

If the Company exercises its rights under this clause 7.1 then clause 7.9 shall apply.

7.2 If either party is in material breach of this Agreement then:

(a) the party not in breach may notify the other in writing of such breach; and

(b) if the breach is not capable of rectification the party not in breach shall be entitled to terminate this Agreement immediately on giving written notice; or

(c) if the breach is capable of rectification and the breach is not remedied within 21 days following receipt by a party of the written notice then the party not in breach may terminate this Agreement immediately by written notice.

7.3 Either party may terminate this Agreement immediately by giving notice to that effect to the other if the other becomes Insolvent.

7.4 The Beneficiary will give notice to the Company immediately upon it becoming Insolvent.

7.5 The Company may terminate this Agreement immediately by giving notice to that effect to the Beneficiary if:

(a) the Beneficiary breaches any Applicable Laws, including relating to bribery, corruption or modern slavery, or commits any fraud in connection to the Works;

(b) the Beneficiary by any act or omission causes the Company to breach (or to take any specific action to avoid breaching) any Applicable Law, or any licence held by the Company in respect of its role as a water and wastewater undertaker, or causes (or causes the Company to take any specific action to avoid) any unauthorised impact on any of services provided by the Company to customers.

7.6 Subject to clause 18, if this Agreement is terminated in accordance with clauses 7.2, 7.3 or 7.5, the party in default shall pay the reasonably and properly incurred costs in relation to termination. Where the party in default is the Beneficiary, such costs will include:

(a) any costs incurred by the Company in making good the Works and/or otherwise in its role as a water and waste water undertaker; and

(b) reimbursing any instalment of the Funding Amount previously paid by the Company in accordance with clause 5.2.

7.7 The Company may terminate this Agreement on 60 days' notice if at any time:

(a) it concludes on reasonable grounds that the anticipated benefits of the Works will not be realised; or

(b) the Company is otherwise compelled by law to terminate this Agreement.

7.8 If the Company terminates under clause 7.7:

(a) the Beneficiary shall be entitled to retain any previously paid portion of the Funding Amount that reflects the actual costs incurred by the Beneficiary (but any excess of previously paid amounts over actual costs shall be repayable within 30 days of termination); and

(b) if the Beneficiary's committed, unavoidable costs exceed the amounts previously paid to the Beneficiary, the Beneficiary shall be entitled to apply for payment of an amount equal to the balance of those committed costs save that the maximum liability of the Company in respect of such additional amounts together with any previously paid amounts shall not exceed 100% of the Funding Amount. Any such application must be made within 30 days of termination, and shall be subject to satisfactory evidence of the relevant costs being produced by the Beneficiary. The Company shall pay the same within 30 further days of the end of the month in which such evidence is produced by the Beneficiary.

7.9 Upon termination (or where this Agreement does not come into force pursuant to clause 2.2), all obligations of both parties under this Agreement shall cease except for:

8 the provisions of clause 15 (Record Keeping, Access to Documents and Information

8.1 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep records to demonstrate compliance with this Agreement and any Applicable Laws.

8.2 The Beneficiary shall on request provide the Company with any documents, information, photographic or other documentary evidence, or written or verbal explanations that may be required by the Company in connection with this Agreement and/or the Works. The Beneficiary agrees that any documents provided to the Company may be supplied to (and used by) any Company personnel, and any regulatory authority having oversight over the Company and/or the Project.

8.3 The Beneficiary acknowledges that:

(a) inspection of the Works under clause 6 or the provision of documents, information, photographic or other documentary evidence or other explanations may be required by the Company (in accordance with this clause 14) to demonstrate that the Works have been completed or any other deadline met; and

(b) as a result, any failure of the Beneficiary to so comply to the reasonable satisfaction of the Company may result in all or any portion of the Funding Amount being withheld by the Company, and/or the Company otherwise refusing to confirm that the Works are complete or a relevant deadline met.

(c) Confidential Information);

(d) the provisions of clause 18 (Limitation on Liability); and

(e) this clause 7 (Termination),

and save also for any antecedent breach by either party of the terms of this Agreement.

8.4 Save for any amounts expressly identified in this clause 7, no other compensation shall be payable by the Company in respect of termination of this Agreement.

9 Insurance

9.1 The Beneficiary shall, at its own cost, procure that the insurances, details of which are set out in Annex A to the Schedule (Insurance), are taken out and maintained from the date the Works are Commenced until the defects liability period under clause 10.1 has passed.

9.2 Without prejudice to the other provisions of this clause 9, the Beneficiary shall, at all relevant times, at its own cost, effect and maintain in full force those insurances which it is required to effect by any Applicable Law.

9.3 All Insurances shall:

(a) shall be composite policies of insurance (and not joint policies); and

(b) be placed with insurers who are acceptable to the Company (such acceptance not to be unreasonably withheld or delayed).

9.4 The Beneficiary shall supply the Company with copies of every policy of insurance (or such other evidence of insurances as may be reasonably required) as soon as it is available, together

with evidence of payment of the premiums. If the Beneficiary defaults in insuring or continuing to maintain the insurances, the Company may insure against any risk in respect of which such default has occurred and recover any premiums from the Beneficiary as a debt.

9.5 The Company shall not be obliged to take out any insurances for the Works.

10 Post completion of Works obligations

10.1 Following the issue of a certificate of completion under clause 6.2, for the period specified in the Schedule (or if no such period is expressly specified, twelve months) following the date of the certificate of completion, the Company may notify the Beneficiary of any deficiencies or defects in the Works which become apparent, giving full details of such deficiencies or defects in the Works.

10.2 If the Company notifies the Beneficiary of a deficiency or defect under clause 10.1, the Beneficiary shall have regard to such notification and shall carry out any further work as is required in order to rectify the deficiency or defect and complete the Works in accordance with the Agreement.

10.3 Following completion of the Works for the purposes of clause 6.2, the Beneficiary warrants, represents and undertakes to ensure that:

(a) any structures or features resulting from the Works are properly maintained and cared for (and that any necessary investment is made) for (as a minimum, and without prejudice to clause (b)) the Minimum Maintenance Period, and in addition for any longer period necessary to ensure that those structures and features deliver the benefits that they are designed to deliver for as long as they can reasonably be expected to endure; and

(b) in addition:

(i) any features created by the Works that are intended to become a permanent feature of the landscape, are maintained for as long as reasonably necessary to enable those features to becomes such a permanent feature; and

(ii) where the Works entail planting trees/other plants, they are cared for and maintained on an ongoing basis, to ensure they become fully established and act as a landscape feature as envisaged at the time of this Agreement; and

(iii) any permanent structures resulting from the Works will, following their completion, are appropriately maintained in accordance with good industry practice for their normal asset life.

10.4 In the event of any non-compliance with clause 10.3, the Company may notify the Beneficiary of such non-compliance and if it is not rectified within 30 days' of such notice, the Funding Amount (or such proportion thereof as the Company deems appropriate in all the circumstances) shall immediately be repaid to the Company and shall be recoverable by the Company as a debt.

11 Changes

11.1 The Beneficiary and the Company shall regularly meet to discuss what they believe to be working well, and what is not.

11.2 The Company may request changes (at any time) to:

(a) the requirements of this Agreement;

(b) the Project;

(c) the Works; and

(d) include an additional requirement in the Agreement.

11.3 The Parties shall meet in good faith to discuss any such changes or additional requirements, and how best they might be provided for, and shall implement whatever agreement they may reach.

11.4 The Beneficiary shall not unreasonably withhold its approval of any changes or additional requirements which may be proposed by the Company.

12 Personnel

12.1 The Parties shall appoint the persons listed in the Schedule as the Beneficiary's Representative and Company's Representative respectively for the purposes of this Agreement, and all Works and obligations under (or in connection with) this Agreement.

12.2 The Beneficiary's Representative shall have full authority to act on behalf of and to bind the Beneficiary for all purposes related to this Agreement, and the Company shall be entitled to treat any act of the Beneficiary's Representative as being expressly authorised by the Beneficiary (save where the Beneficiary has notified the Company (in advance) that such authority has been revoked and with reason) and the Company shall not be required to determine whether any express authority has in fact been given.

12.3 The Beneficiary's Representative shall:

(a) assume personal overall direction, management, supervision and control of the Works and other responsibilities and obligations under (or in connection with) this Agreement;

(b) establish and maintain direct and regular contact with Company's Representative on all matters pertaining to this agreement; and

(c) prepare for and make themselves available to attend all meetings required to be attended pursuant to clause 13.

13 Meetings

13.1 The Beneficiary's Representative and Company's Representative shall attend such meetings:

(a) as may be required under (or contemplated within) clause 13.4; or

(b) as may otherwise be reasonably required by the Company (in the context of this Agreement).

13.2 The Beneficiary shall promptly provide the Company with such information regarding any Works, or any events affecting any Works, as may reasonably be required by the Company, including copies of any contract which relates to the carrying out of the Works.

13.3 The Beneficiary shall promptly notify the Company of any incident, event or circumstance which is likely to delay the progress of any Works.

13.4 The following meetings shall occur throughout the Project lifecycle, unless otherwise stated (and/or as added to) in the Schedule:

(a) stage and gate review;

(b) progress meetings; and

(c) risk planning and review meetings.

14 Appointments

14.1 It is anticipated that the Beneficiary wishes to appoint or engage one or more Delivery Agent(s) (including any professional appointments and/or works contractors) in respect of carrying out the Works or part of the Works, and the Beneficiary shall obtain written consent from the Company prior to any appointment or engagement.

14.2 The Beneficiary shall ensure that each Delivery Agent performs and behaves in the same manner as the Beneficiary ought to do. Performance and behaviour measures shall include (but not be limited to) time, cost, sustainability, quality, health and safety, and shall be monitored by the Beneficiary on an on-going basis.

14.3 If the Beneficiary appoints or engages a Delivery Agent for any part of the Works, then the Beneficiary shall not be relieved from any liability or obligation whatsoever under this Agreement, and the Beneficiary shall be fully responsible for the acts, omissions or defaults of any Delivery Agent as if they were the acts, omissions or defaults of the Beneficiary.

15 Record Keeping, Access to Documents and Information

15.1 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep records to demonstrate compliance with this Agreement and any Applicable Laws.

15.2 The Beneficiary shall on request provide the Company with any documents, information, photographic or other documentary evidence, or written or verbal explanations that may be required by the Company in connection with this Agreement and/or the Works. The Beneficiary agrees that any documents provided to the Company may be supplied to (and used by) any Company personnel, and any regulatory authority having oversight over the Company and/or the Project.

15.3 The Beneficiary acknowledges that:

(a) inspection of the Works under clause 6 or the provision of documents, information, photographic or other documentary evidence or other explanations may be required by the Company (in accordance with this clause 14) to demonstrate that the Works have been completed or any other deadline met; and

(b) as a result, any failure of the Beneficiary to so comply to the reasonable satisfaction of the Company may result in all or any portion of the Funding Amount being withheld by the Company, and/or the Company otherwise refusing to confirm that the Works are complete or a relevant deadline met.

16 Confidential Information

16.1 Neither party shall disclose any Confidential Information of the other party save as required:

(a) by any enactment or requirement of any regulatory authority (including the Information Acts as set out in clause 16 below);

(b) pursuant to any judicial or arbitral process;

(c) to enable that party to perform its obligations pursuant to this Agreement, including the disclosure of such information to any employee, consultant, agent, officer, Delivery Agent (of any tier), lender or adviser provided that such disclosure is made in good faith and only to the extent necessary to enable the party to fulfil its obligations under this Agreement; and/or

(d) by the Company, as required by its statutory duties or statutory licence.

17 Information Acts

17.1 The Beneficiary acknowledges that:

(a) the Company may be required, under the Information Acts, to disclose information relating to the subject matter of this Agreement; and

(b) notwithstanding any other provision in this Agreement, the Company shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts (having regard to any identified Commercially Sensitive Information).

17.2 The Beneficiary shall provide all necessary assistance and cooperation as reasonably requested by the Company to enable it to comply with its obligations under the Information Acts.

17.3 The Beneficiary acknowledges that it may share information with the Company relating to its personnel or other individuals in connection with the Works and this Agreement. The Beneficiary agrees that the Company shall control that data and may use that data, and share it with third parties, in connection with its business and the Works. In any event, each Party shall comply with its obligations under data protection and privacy laws in dealing with any personal information, including but not limited to establishing the lawful basis for transferring any personal information to the other party. If either party reasonably considers that the nature of the Works is such that additional data protection requirements should apply, then both parties shall act reasonably in relation to agreeing the necessary data sharing agreement.

18 Publicity

18.1 Unless otherwise agreed by the Company, and save for any specific publicity activities specified in the Schedule, the Beneficiary shall not (and will ensure that none of its Delivery Agents shall) make any press announcements, or otherwise brief any media organisation, make any announcement or issue any brochure or other marketing material, which in any way concerns (or refers to) this Agreement, the Project, and/or the Works or any related matter, without the Company's prior written consent (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

18.2 If the Company provides its consent in accordance with clause 18.1, the parties shall consult together on the timing, contents and manner of release of any announcement.

18.3 The parties agree that any announcements or publications shall be in a form and substance agreed between the parties.

18.4 Notwithstanding clauses 18.1 – 18.3 above:

(a) the Beneficiary acknowledges that the Company shall be entitled to request reasonable support from the Beneficiary in order to publicise the Company's contribution to the Project, which may include facilitating access to the Works to invitees of the Company and/or displaying billboards or similar advertising referring to the Company's contribution, and the Beneficiary shall act reasonably in respect of any such request; and

(b) the Beneficiary agrees to comply with all reasonable instructions of the Company which relates to communications with the Company's customers in respect of any impact that the Works may have in relation to the services provided by the Company, or other impacts upon customers of the Company, and not to communicate with customers in connection with the Company, its infrastructure or assets, without the prior written consent of Company's Representative.

18.5 Where any publicity entails either party making any use of any brand or logo of the other they shall do so only in accordance with the reasonable directions of the party whose brand or logo is being used.

19 Limitation on liability

19.1 The Company's aggregate liability in respect of this Agreement (whether in contract, tort, breach of statutory duty or otherwise) shall be limited to a sum equal to the Funding Amount less the aggregate of any amounts already paid by the Company in accordance with clause 5.3 provided that such limitation shall not apply to any liability in respect of death or personal injury resulting from a negligent act or omission or breach of statutory duty by the Company, or to any other liability that cannot be limited or excluded at law.

20 Bribery, Corruption and Modern Slavery

20.1 The Beneficiary warrants, represents and undertakes that no offence under the Bribery Act 2010 (**Bribery Act**) has been or will be committed by:

(a) the Beneficiary; or

(b) any associated person of the Beneficiary,

in connection with the procurement or implementation of this Agreement.

20.2 For the purposes of clause 20.1(b), the definition of associated person in section 8 of the Bribery Act applies.

20.3 If at any time the Beneficiary:

(a) has knowledge of, or has reasonable grounds to suspect the occurrence of, a breach of the warranty in clause 20.1; or

(b) becomes the subject of any investigation in connection with the Bribery Act; or

(c) becomes the subject of any other investigation in respect of any (or any suspected) wrong doing or impropriety; or

(d) becomes aware of any equivalent investigation (as falls within clause 20.3(b) or 20.3(c)) in respect of its employees, or sub-contractors or any other associated person,

the Beneficiary (unless prohibited by Applicable Laws) shall promptly notify the Company in writing of such matters within its knowledge, or of such grounds for suspicion, and (where clause 20.3(a) applies) shall co-operate with the Company in the investigation of the breach or suspected breach of the same.

20.4 Similarly, the Beneficiary shall promptly inform the Company of any genuine and substantiated allegation, serious complaint or verifiable information in respect of any corruption related offence relating, in some way, to this Agreement or its subject matter (including, without limitation, any offence under the Bribery Act and/or any offence or practice relating to corruption, fraud, coercion, collusion, obstruction, money laundering and/or the financing of terrorism).

20.5 The Beneficiary shall:

(a) comply with all Applicable Laws relating to modern slavery including but not limited to the Modern Slavery Act 2015 (the "**Relevant Modern Slavery Requirements**");

(b) not do or omit to do any act or thing which causes or may cause the Beneficiary, the Company or any Company Group Member to be in breach of and/or to commit an offence under any Relevant Modern Slavery Requirements; and

(c) promptly notify the Company of any breach of this clause.

21 IR35 and Tax Compliance

21.1 The Beneficiary shall ensure that:

(a) it is UK tax resident or has a tax presence in the UK; and

(b) no individuals who are or will be involved in the provision of the Works (each an Involved Individual) will be engaged via an Intermediary without the express prior written consent of Company; and

(c) in any event, all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all associated tax laws (including IR35) are complied with, in respect of each and every Involved Individual,

and shall notify Company as soon as reasonably practicable if any of the foregoing is untrue or ceases to be true (and in any event shall notify Company as soon as reasonably practicable if it considers that Company may have any obligations under IR35 in respect of the Works). The Beneficiary shall be responsible for any costs or other liabilities incurred by Company as a result of any of the foregoing being or becoming untrue.

21.2 For the purposes of clause 20.1: (i) “Intermediary” means a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of the Income Tax (Earnings and Pensions) Act 2003 or such other meaning provided for such term in any other legislation amending or repealing IR35 (as interpreted in accordance with HMRC published guidance); and (ii) IR35” means the intermediaries legislation known as IR35 concerning off payroll working set out in Chapters 8 and 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the

Social Security Contributions (Intermediaries) Regulations 2000 (in each case as may be amended from time to time) and any other legislation or secondary legislation which imposes a liability to pay or deals with the payment to HMRC of any employment taxes in connection with services provided by workers via Intermediaries;

21.3 The Beneficiary shall in any event comply with all Applicable Laws, including tax laws, and shall not do or omit to do anything that causes Company to breach any Applicable Law.

21.4 If any sum paid or due to Company under the Agreement is liable to taxation, the Beneficiary shall pay Company such further sum as ensures that the net amount received and retained by Company equals the full amount which would have been received and retained by it but for that tax liability.

21.5 The Beneficiary shall account to HMRC for any VAT payable on sums due under the Agreement (and where relevant, Company is an "end user" for the purposes of Section 55A of the VAT Act 1994, the Domestic Reverse Charge for Construction).

21.6 Breach of any sub-clause of this clause 20 is a material breach by the Beneficiary which is not capable of remedy.

21.7 This clause 20 shall survive the expiry or termination (for any reason) of this Agreement (or of the Beneficiary's engagement under it).

22 General

22.1 The Beneficiary will use its reasonable endeavours to enable the Company to receive the benefit of all the capital allowances in respect of the Funding Amount towards the cost of the Works, to the extent that the Company is entitled to those allowances.

22.2 The Beneficiary represents and warrants that that it has not done, and will not do, anything in connection with this Agreement and/or the Works which could be considered an inducement for any person to show favour to the Beneficiary or otherwise act in a particular matter, or which could be considered to amount to bribery or an attempt to defraud any party (including the Company).

22.3 The Beneficiary shall, whilst undertaking the Works and for the period for which any resulting structures or features are to be maintained and at least seven years afterwards, keep sufficient records to demonstrate compliance with this Agreement and any Applicable Laws or regulations and to demonstrate expenditure on the Works (including any relevant invoices and receipts).

22.4 The Beneficiary shall be responsible for compliance with all Applicable Laws in carrying out the Works and any subsequent maintenance required pursuant to clause 9.3, and shall not by act or omission cause the Company to breach any Applicable Laws, including:

(a) relating to the undertaking of works, and/or the provision of water or waste water services; and/or

(b) relating to taxation, including ensuring that all income tax, national insurance contributions or other employment taxes and levies are applied and accounted for in full, and all associated tax laws are complied with, in respect of each and every individual involved in the discharge of the Works (including under the intermediaries legislation known as IR35 concerning off payroll working).

22.5 If any sum paid or due to the Company under this Agreement is liable to taxation, the Beneficiary shall pay the Company such further sum as ensures that the net amount received and retained by the Company equals the full amount which would have been received and retained by it but for that tax liability.

22.6 The Beneficiary grants to the Company an irrevocable, perpetual, non-exclusive royalty-free licence to use all the intellectual property and materials created as a result of the design and implementation of the Works for all purposes, including the right to sub-licence.

22.7 Neither party intends that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than the Company or the Beneficiary.

22.8 Any notice pursuant to this Agreement shall be in writing and shall be duly and validly served if delivered by hand or sent by first class post to the registered office of the relevant party (and in the case of a notice served on the Company, provided the notice is addressed to the Company Secretary of the Company). Any notice sent by post shall be conclusively treated as having been served two working days after posting.

22.9 Neither party may assign or charge its rights or interests under this Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed).

22.10 No amendment to or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each party. No general terms and conditions contained in any purchase order or other document customarily required by either party in connection with a request for works or services shall be binding on the parties.

22.11 Should a dispute between the parties arise out of or in connection with this Agreement, the parties' respective representatives shall initially discuss and attempt to resolve the dispute. If the parties' representatives are unable to resolve the dispute to the satisfaction of both parties within 14 days, it shall be escalated to the parties' appropriate senior managers for resolution. If the senior managers are unable to resolve the dispute to the satisfaction of both parties within 14 days, it shall be escalated to the parties' directors for resolution. If the directors are unable to resolve the dispute to the satisfaction of both parties within 14 days, the dispute shall be referred to adjudication in accordance with clause 22.12.

22.12 Either party may refer to adjudication any dispute arising out of or in connection with this Agreement in accordance with the Housing Grants, Construction and Regeneration Act 1996. The adjudicator shall be agreed between the parties and failing agreement within 7 days of receipt by one party of a proposal by the other the adjudicator shall be nominated at the request of either party by the President or Vice President for the time being of TECBAR.

22.13 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreements between the parties. Each party acknowledges that in entering into this Agreement it is not relying upon any statement or representation not set out in this Agreement.

22.14 This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Save as expressly provided otherwise, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Agreement.

The Schedule

TABLE 1 – GENERAL INFORMATION

1	**The Project**	Oldham Council, Town Centre regeneration scheme incorporating SuDS features to create green travel corridors and parks within Oldham Town Centre. Current buildings and hard impermeable paved areas will make way for green spaces with recreational facilities across Oldham town centre. West Street developments provide the travel corridors to the jubilee park development in the centre. Surface water attenuation will aid with slowing the flow within the current sewer network and removing capacity aimed at providing climate resilience benefit to UU sewer network. The overarching aim of the programme was to build the systems, tools and processes to work with external partners to co-fund, co-design and co-deliver blue green infrastructure. The impacts of this will build resilience to climate change within the network through reducing and removing rainwater from the network and supporting economic recovery aligned with achieving long-term climate change and sustainability objectives for United Utilities infrastructure and wider catchment areas. Projects were/are selected for the programme based on a matrix which assessed Volume (area) attenuated / disconnected from the network, Natural Capital Value, innovation in Partnership, Project maturity, innovation and flood risk benefits.
2	**The Works**	
2.1	Description:	West Street is a section of adopted highway that services two bus interchanges and local businesses, including Council Offices. Through the Mayor Cycling & Walking Challenge Fund, Oldham Council intend to repurpose carriageway space to facilitate segregated cycling from the Town Centre to the educational quarter and leisure centre off Rochdale Road. By applying current SuDS principles and continuing the theme of SuDS in the Town Centre, the aim is to create a rain garden as a SuDS attenuation feature. The carriageway will be replaced with a robust soft landscaping scheme has been created to encourage diversity and urban habitat. The design will harness surface water into an infiltration system, comprised of heavily planted tree pits and shrubs/ flower beds before any excess is released into the filter drainage system. As illustrated in Annex C.

DRAFT

2.2	Anticipated overall cost of the Works:	Company Funding Amount = £441,000 Beneficiary Funding Amount = £909,000 Total cost of the Works for this Agreement = **£1,350,000**
3	**Funding**	
3.1	Funding Amount	£441,000 (four hundred & forty one thousand pounds)
3.2	Payment schedule	Quarterly payments of £55,125
4	**Commencement Deadline:**	Upon signature of the last party to execute this Agreement
5	**Longstop Date:**	31st March 2025
6	**Company's Representative:**	Heather Lancaster UU Project Engineering Manager
7	**Beneficiary's Representative:**	[INSERT NAME/ROLE HOLDER]
8	**Additional meetings or amendments to schedule of meetings in clause 12**	NOT USED
9	**Defects notification period for purposes of clause 9**	12 months
10	**Minimum Maintenance Period**	The works should be maintained in accordance with the industry CIRIA guideline standards for SuDS installations.
11	**Additional key commercial information**	NOT USED
12	**Trigger Event for the Works to be deemed to have Commenced**	NOT USED

DRAFT

TABLE 2 – SPECIAL CONDITIONS

Ownership of assets	No assets, structures or features resulting from the Works shall be owned by or the responsibility of the Company, and the Company shall have no liability to adopt such assets, structures or features or have any other liability for the upkeep, maintenance, condition or operation of any of the foregoing.

DRAFT

ANNEX A

Insurance

1 General

This schedule sets out the Insurances which the Beneficiary is required to take out, renew and maintain (pursuant to and in accordance with this Agreement).

2 Minimum insurance requirements

The following table sets out the minimum requirements for the various Insurances shown.

Insurance requirements		
Insurance type/coverage	**Minimum level insured**	**Maximum permitted excess**
Public Liability Insurance	£5,000,000	N/A
Professional Indemnity Insurance	£10,000,000	N/A
Employer's Liability	£5,000,000	N/A

DRAFT

ANNEX B

Commercially Sensitive Information

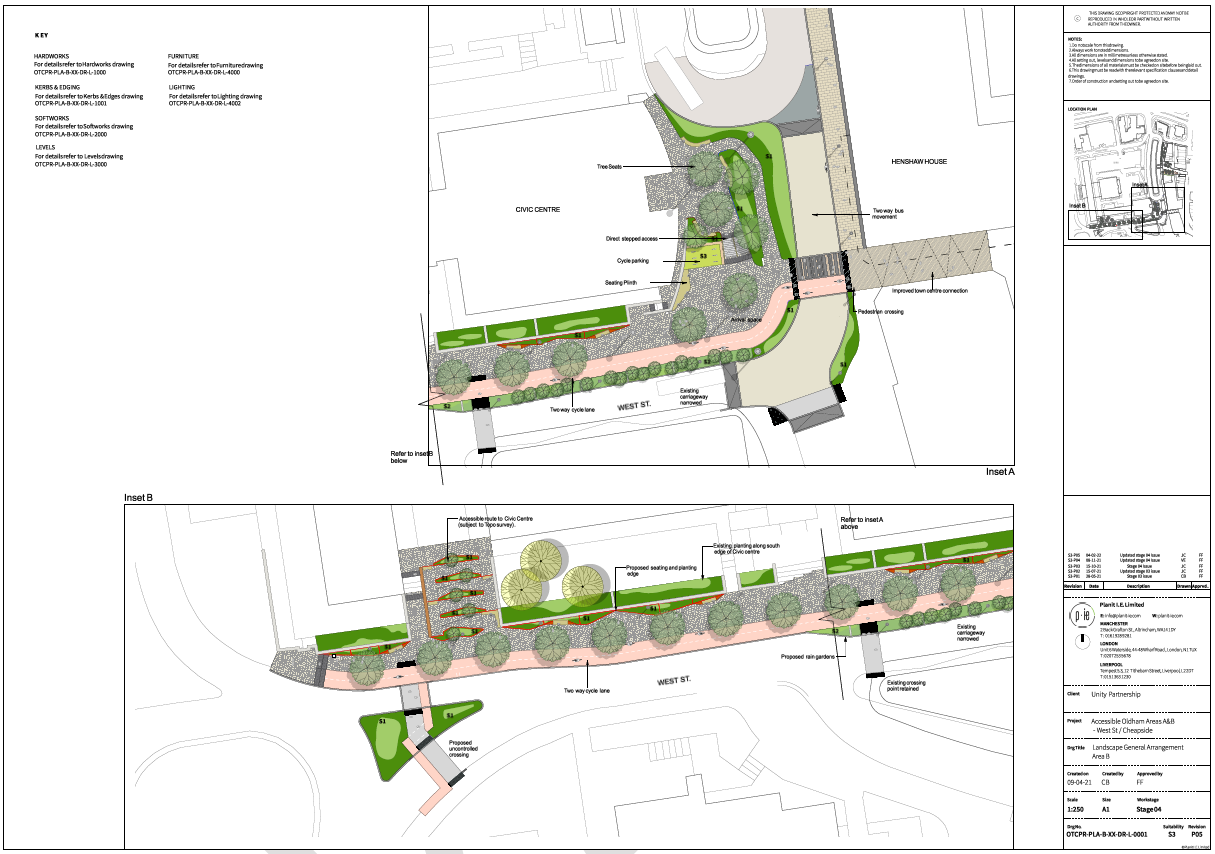
NOT USED

DRAFT

ANNEX C

APPENDED INFORMATION

Illustration of Works



Signed by [NAME OF DIRECTOR] for and on.....
behalf of United Utilities Water Limited

Signed by [NAME OF DIRECTOR] for and on .....
behalf of [NAME OF BENEFICIARY]

DRAFT

This page is intentionally left blank

Report to CABINET

New Residential Children's Homes

Portfolio Holder:
Councillor Shahid Mushtaq, Cabinet Member for Children and Young People

Officer Contact: Gerard Jones, Managing Director of Children and Young People (DCS)

Report Author:
Sheila Garara, Assistant Director Children's Services Integration

18th March 2024

Reason for the Decision

The report sets out the rationale and challenges faced in the current context with regards to the increasing number of cared for children in residential placements, the lack of sufficient placements, provides detail about the activity already underway to manage this and outlines the proposals to further improve accommodation choices for children who are cared for by the local authority. We know that children and young people have better outcomes when they live in their local communities.

Executive Summary

Members are requested to consider proposals to enter negotiations to purchase, subject to the council's due diligence check, new homes to accommodate children who are cared for by the local authority and approve the refurbishment of an existing asset to repurpose into a children's home.

The report seeks approval for all future decisions regarding this to be delegated to the Managing Director of Children and Young People, in consultation with the portfolio holder, the Deputy Chief Executive (Place), the Director of Finance, the Director of Legal and the Leader of the Council.

Recommendations

These are contained in the report in the restricted part of the agenda.

New Residential Children's Homes

1 Background

1.1 The report sets out the rationale and the national, regional, and local placement sufficiency challenges faced in the current context with regards to the increasing number of cared for children in residential placements, and the lack of sufficient suitable placements is resulting in high levels of expenditure and significant financial pressures for the local authority when placing children and young people in externally commissioned residential provision.

1.2 As corporate parents, it is the local authority's responsibility to provide all the children and young people in our care with a safe, secure, stable, and caring home, and for them to be able to stay close to their family and friends, their school, and their community, if that's their wish and it is safe to do so. It is increasingly becoming a challenge in Oldham to meet growing demand and complexity of needs. Displacement of children and young people from their local area because there isn't enough provision available locally for them, is not what we want for our children looked after.

1.3 The overriding project ambitions are that:

a) Children and young people we care for live in high quality, safe and stable homes where they can grow and develop.
b) Assets are well-managed and financially sustainable over the longer term.

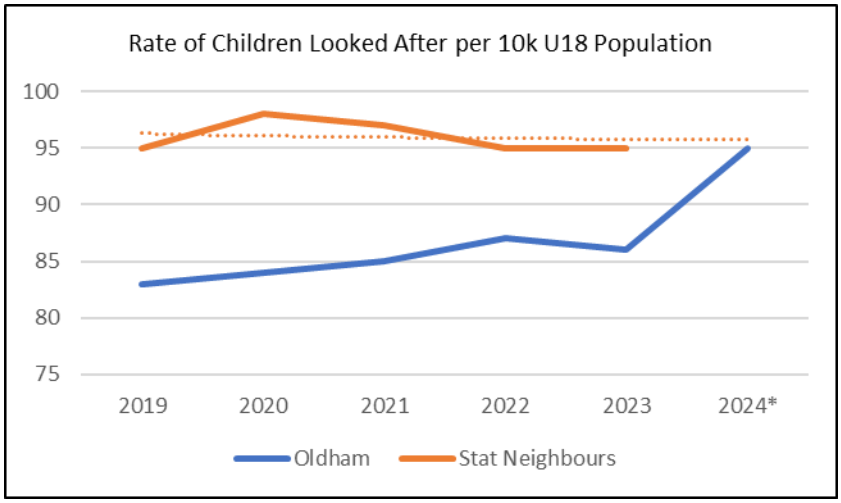
1.4 Oldham's placement sufficiency strategy is to increase the accommodation choices available for children and young people that meets their needs, and which will enable the council to have greater autonomy and control in meeting increasing placement demand, with reduced reliance on the high-cost private provider market.

1.5 By delivering a comprehensive and sufficient mix of high quality, local accommodation choices both internally and through commissioned arrangements, there are a range of benefits to ensure the children in our care live in a safe, secure, stable, and caring home. These include:

- Children and young people remaining close to their existing support networks such as family, friends, school, and communities.
- Familiar settings that improve placement stability.
- Access to local education, employment, and training opportunities.
- Wider accommodation choices enabling better matching of accommodation, that offer the right environment to give children and young people the best chance of reaching their full potential, academically, socially, and emotionally.
- Increased local job opportunities for our residents as part of the operational delivery model.

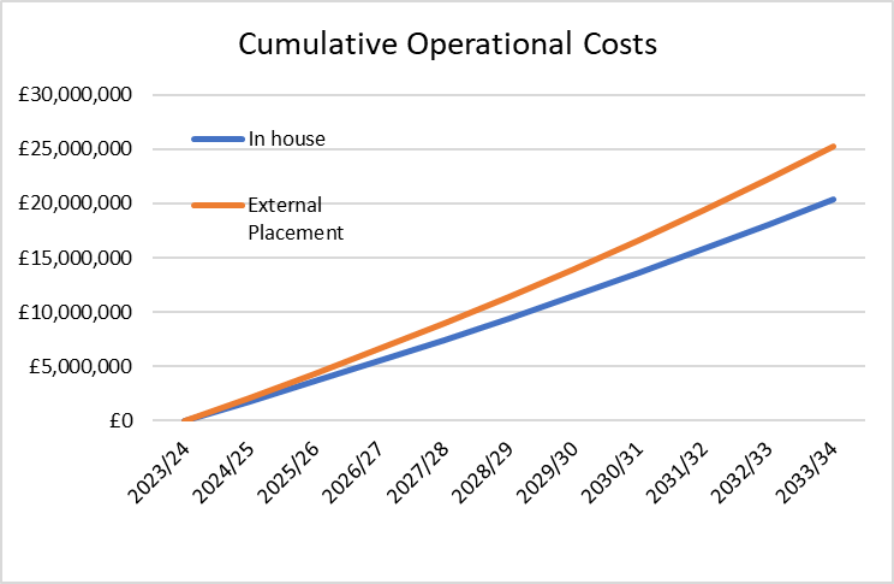
2 Current Position

2.1 Oldham children looked after numbers had remained relatively stable over many years, however, we have experienced a recent planned increase in numbers. Our rate of children looked after (95), is now in line with statistical neighbours (95) for the first time, and significantly higher than the England average (71). Consequently, the cost of placements for new entrants into care has increased compared to those ceasing care.



2.2 Oldham commission placements for children in care through the Placements Northwest Framework, which currently has 150 providers registered. Providers on this framework operate in Oldham, the Northwest and Nationally. In Oldham, there are 22 children's residential homes for children and young people aged 6-18 years. Three are owned by Oldham Council providing one children's home, one short break provision for children with disabilities and one Adolescent Support Unit, the remaining 19 are privately run. 82% of residential provision in Oldham is judged 'Good' or 'Outstanding' by Ofsted.

2.3 The below chart highlights the comparison of the projected future operational cost trajectory for external (3.95% per annum uplift) and internal provision (3% per annum inflationary uplift), recognising that there will be a continuous increase in the use of external placements to meet growing complex needs, there is an opportunity for the council to deliver a similar service internally and locally at a more acceptable and manageable cost. The rising costs and pressured placement market means the council must take action to build internal capacity to address the pressures.



3 Options/Alternatives

Option 1 – Freehold purchase

3.1 The council would purchase and refurbish three residential properties acquired on the open market. Delivery of the project will be predicated on identifying three suitable properties, in the right locations including 1 x 4 bed home for 3 placements and 2 x 3 bed homes for 4 placements creating a total of 7 residential placements. The timescale for delivery estimates the homes to be open by April 2025.

Option 2 – Lease arrangement

3.2 The council would agree a lease on three suitable properties for conversion to registered children's homes, including 1 x 4 bed home for 3 placements and 2 x 3 bed homes for 4 placements creating a total of 7 residential placements by December 2024, in the right locations, through a suitable landlord provider. The landlord would source the properties and deliver the refurbishment to a pre-agreed specification and deliver the properties back to the council under a 25-year lease. Under the lease terms the Council, as tenant, will be responsible for all the property costs, including structural and internal repair and maintenance.

Option 3 – Hybrid model of freehold purchase and repurpose an existing asset

3.3 A variant exists whereby the council would refurbish an existing asset into a 1 x 4 bed children's home for 3 placements by January 2025 and purchase and refurbish

2 x 3 bed homes acquired on the open market for 4 placements by April 2025 creating a total of 7 residential placements.

4 Preferred Option

4.1 **Option 3** is the preferred option; a hybrid model of freehold purchase of 2 x 3 bed homes for 4 placements and repurposing an existing asset to provide 3 placements by utilising an existing asset. This option represents financial viability, return on investment and value for money as identified in the Options Risk Assessment as the highest ranked option.

4.3 The decision is outside the budget/policy framework and therefore needs Council approval.

5 Consultation

5.1 Public consultation will be required as part of the planning application process.

6 Financial Implications

6.1 Comments are contained in the report in the restricted part of the agenda.

7 Legal Implications

7.1 Comments are contained in the report in the restricted part of the agenda.

8 Co-operative Implications

8.1 The preferred option would support the Council's Cooperative agenda and will provide a resident focused service.

9 Human Resource Implications

9.1 Comments are contained in the report in the restricted part of the agenda.

10 Risk Assessments

10.1 Comments are contained in the report in the restricted part of the agenda.

11 IT Implications

11.1 None.

12 Property Implications

12.1 Comments are contained in the report in the restricted part of the agenda.

13 Procurement Implications

13.1 Comments are contained in the report in the restricted part of the agenda.

14 Environmental and Health & Safety Implications

14.1 Comments are contained in the report in the restricted part of the agenda.

15 Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998

15.1 None

16 Oldham Equality Impact Assessment, including implications for Children and Young People

16.1 Yes, the equality impact assessment indicates a positive impact for children and young people

17 Key Decision

17.1 Yes

18 Key Decision Reference

18.1 CHS-02-24

19 Background Papers

19.1 These are contained in the report in the restricted part of the agenda.

20 Appendices

20.1 These are contained in the report in the restricted part of the agenda.

This page is intentionally left blank

Oldham Council

Report to CABINET

Improving our Services for Children, Young People and their Families

Portfolio Holder:
Councillor Mushtaq, Cabinet Member for Children & Young People

Officer Contact: Matthew Bulmer, Director of Education Skills and Early Years

Report Author: Paula Healey, Head of Early Years

Date: 18 March 2024

Reason for Decision

To seek approval to remodel the delivery of services for young children and families creating seven new Family Hubs, delivering increased outreach into communities and an enhanced digital offer.

Public consultation on these proposals took place between 6 December 2023 and 31 January 2024.

Summary

The Council is transforming its offer to families through the £3.6m Oldham Family Hubs programme. The programme will provide easily accessible places in local communities which will provide families with children and young people aged 0-19 (up to 25 if there are special educational needs and disabilities) with early help to overcome difficulties and build stronger relationships. The Family Hubs programme is acting as a catalyst for the proposed wider remodeling and improvement of services for children and families in Oldham around 7 new Family Hubs. These proposals were the subject of a public consultation that ran from 6 December 2023 to 31 January 2024.

The proposed remodel of the service includes:

- Transforming 6 currently designated children's centres into new, better equipped, fully staffed Family Hubs. These are Beever, Shaw, Springmeadows, Medlock Vale, Stanley Road and Alexandra.
- The creation of a seventh Family Hub in the heart of the Town Centre at Oldham Library.
- Delivery of services from a range of additional buildings and venues within communities as part of an improved outreach offer.
- The further development of an enhanced online digital, virtual help offer.
- The de-designation of 10 children's centres which are currently underused or not used and the relocation of the services currently offered within them into other buildings within that local community.

Recommendation

To move forwards with the phased implementation of a remodeled service around 7 Family Hubs.

All new Family Hubs sites are proposed to open during Spring 2024.

The de-designation of the remaining 10 children's centres and relocation of services would be implemented over two phases to ensure residents are fully aware and engaged as services and sessions shift between local buildings.

Phase 1: Due to the lack of current service delivery at Werneth, Royton, Stockbrook, Holly Grove, St James and Springhead children's centres, the de-designation of these buildings would begin immediately with 31 December 2024

Phase 2: Sessions including midwifery, stay and play and appointment only groups and classes would continue to be delivered from the current Coldhurst, Failsworth, Hollinwood, and Saddleworth N&S children's centres until services had been formally relocated to other sites. This would happen no later than 31 March 2025. The administrative de-designation of these building as children centres, however, would begin immediately.

Improving our Services for Children, Young People and their Families

1 Background

1.1 In section 5A of the Childcare Act 2006, as amended by section 198 of the Apprenticeships, Skills, Children and Learning Act 2009, so far as is reasonably practicable, the Council is required to make arrangements for sufficient provision of children's centres to meet local need (the need of parents, prospective parents and young children in the Oldham borough).

1.2 In December 2023 the Council launched a public consultation on plans to remodel our delivery of services for children and families in Oldham around 7 new Family Hubs. This consultation ran until 31 January 2024.

2 Current Position

2.1 Oldham's children's centre programme was completed in March 2010 and delivers services for families and young children at 16 centres. While some centres deliver a limited range of family support which includes health appointments, parenting support and learning and development opportunities for children from birth to 5 years, some centres are unused and currently offer no services. None of the current services are accessible online and the digital offer is in its infancy.

2.2 In July 2023, Beever children's centre opened as a newly refurbished Family Hub. The aim being to build on the children's centre offer by extending good quality family help, including parenting & relationship support accessible not just in the early years but throughout childhood. Evidence is already showing an improved, broader range of support is now being offered through Beever Family Hub to a wider range of families. The hub has also developed an offer of support for families with children with special educational needs and disabilities. There has been a significant increase in the number of children and families accessing support. Data is also showing that families are crossing ward boundaries to access the services being offered.

3. Proposed Position

3.1 As part of the public consultation referenced above, the Council invited residents to express their views on a new proposed model which would build on the existing strengths, expertise and current offer delivered through our children centres and the 0-19 Integrated Right Start service. The model would confirm our commitment to delivery of high quality, flexible and accessible services that connect families with a wide range of partners within a place/neighborhood by utilising community buildings.

3.2 This proposed model would include:

- Transforming 6 currently designated children's centres into new, better equipped, fully staffed Family Hubs. These are Beever, Shaw, Springmeadows, Medlock Vale, Stanley Road and Alexandra.
- The creation of a seventh Family Hub in the heart of the Town Centre at Oldham Library.
- Delivery of services from a range of additional buildings and venues within communities as part of an improved outreach offer.
- The further development of an enhanced online digital, virtual help offer.

- The de-designation of 10 children's centres which are currently underused or not used and the relocation of the services currently offered within them into other buildings within that local community.

Each new family hub would be open from 9-5 Monday to Friday and will offer a wider range of services and sessions alongside the ability for families to drop in for advice and support on all matters affecting their family from our trained family hub teams.

All existing sessions and services delivered across the borough, including midwifery clinics, stay and play sessions and specific advice and support sessions for issues like breastfeeding and weaning will continue to be delivered from the same neighbourhoods using community centres, libraries, health centres and other community facilities.

4 Consultation Process

4.1 Response Rate

The consultation was extensive with significant communication efforts across all channels (including in person; through children's centres; through online webinars; across social media and through newsletters) to increase visibility and participation. Consequently, 650 residents completed the survey.

4.2 Demographic Analysis.

- The average age of respondents was 38.6 years.
- The survey revealed that most respondents identified as female. However, approximately 10% of participants identified as male.
- More responses were received from the Saddleworth and Failsworth areas.
- Although lower in numbers, the survey did receive a reasonable response rate from the central areas of Oldham.
- Out of the total number of respondents who provided ethnicity information (542), 82.6% identified as White British, while those of South Asian or Indian backgrounds made up 17.6%.

Ethnicity (where data provided)	Count	Percentage
White British	448	82.60%
Bangladeshi	51	9.50%
Pakistani	35	6.50%
Indian	4	0.80%
Any other Asian background	4	0.80%
Grand Total	**542**	

- Approximately 10% of survey respondents opted not to answer the question around disability. Out of those who did complete the question, only 8% of respondents identified as having a disability.

4.3 Utilisation of Family Hubs. Beever Family Hub stands out as a significant data point with the highest number of positive responses. This pattern strongly suggests that communities with established services, such as Beever Family Hub, exhibit a higher level of support for the proposed transformation. The inference drawn is that residents who have actively engaged with existing Family Hubs, benefitting from their services, tend to value and appreciate the support in place. This connection implies a positive relationship between the presence of operational Family Hubs and community endorsement of the broader changes proposed.

4.4 Utilisation of Current Digital Offer. Of the 135 respondents who indicated that they used the Family Hubs website, a substantial majority of 68% expressed that they found the platform helpful. Beever Family Hub stands out as the only hub or Children's Centre where respondents are more likely than not to use the Family Hubs website. This distinction is particularly important as Beever Family Hub is currently the sole operational hub in the borough – suggesting a correlation between the presence of an operational hub and the inclination of residents to utilise the website. This may demonstrate that the new Family Hubs model with its blended offer of digital and physical support is becoming embedded into practice with staff embracing a service approach that emphasises accessibility through multiple channels.

4.5 Transport and Accessibility. The strongest theme that emerged through analysis of the qualitative comments was the belief that the proposed changes would create additional barriers in accessibility. This was particularly the case in Saddleworth, which has less frequent public transport. Many respondents acknowledged the relative affluence of Saddleworth, and higher levels of car ownership. Nevertheless, respondents from this area felt transport posed a potential barrier to accessing services under the future model.

4.6 Perception of Family Hubs. There was widespread praise for Children's Centres and their diverse services. Health visiting teams and baby weigh-ins were recognised as highly accessible. Variations in the kind of offer parents wanted to see were evident across the borough emphasising the need for tailored approaches. Beyond services, the centres play a vital role in building relationships and community ties, particularly in a child's first two years. Described as "friendly," "welcoming," and "helpful," the centres significantly impact mental wellbeing. Staff were praised for their knowledge and camaraderie, highlighting the crucial role of interpersonal relationships in delivering high quality services.

4.7 Summary and recommendations. The responses from the consultation support the emerging evidence that we already have: the integration of family services into Family Hubs has broad support, and where this has already happened (Beever Family Hub) we have seen increased take-up of services and increased usage of the enhanced digital offer.

However, residents have expressed concerns about the accessibility of these services. This is particularly the case in specific parts of the borough.

To mitigate residents' concerns about service accessibility, the council will prioritise a transport-sensitive approach in designing and delivering other sites for the future delivery of services. This involves strategically locating services to minimise transportation barriers and considering community input to identify optimal service points.

5. Options/Alternatives

5.1 Option 1.

Proceed with the implementation of the proposed remodeling of family services, including:

- Transforming 6 currently designated children's centres into new, better equipped, fully staffed Family Hubs. These are Beever, Shaw, Springmeadows, Medlock Vale, Stanley Road and Alexandra.
- The creation of a seventh Family Hub in the heart of the Town Centre at Oldham Library.
- Delivery of services from a range of additional buildings and venues within communities as part of an improved outreach offer.
- The further development of an enhanced online digital, virtual help offer.

- The de-designation of 10 children's centres which are currently underused or not used and the relocation of the services currently offered within them into other buildings within that local community. In order to address resident concern regarding the accessibility of services during the proposed transformation, the relocation of services will be implemented over two phases:

Phase 1: Due to the lack of current service delivery at Werneth, Royton, Stockbrook, Holly Grove, St James and Springhead children's centres, the de-designation of these buildings would begin immediately.

Phase 2: All sessions including midwifery, stay and play and appointment only groups and classes would continue to be delivered from the current Coldhurst, Failsworth, Hollinwood, and Saddleworth N&S children's centres until services had been formally relocated to other sites. This would happen no later than 31 March 2025. The administrative de-designation of these building as children centres, however, would begin immediately.

5.2 Option 2.

The alternative approach would be for the council to continue to deliver services from the 16 children centre sites. This approach, which focuses on a traditional model of a single building within a place does not align to Oldham's core principles of flexible, place-based integration through improved partnership working.

Maintaining service delivery across 16 buildings will result in a patchy offer to families with limited opportunity for outreach activities. This means that some children and parents may miss out on vital support.

6. Recommendation

6.1 Option 1: proceed with the phased implementation of a remodeled service based around 7 Family Hubs and the de-designation of 10 children's centres.

7.0 Timescales for Implementation

7.1 The seven new Family Hubs will be operational by Spring 2024, the administrative de-designation of the remaining children's centres would begin immediately but current services delivered from the sites would continue to be delivered from them while arrangements are made to transfer them to other buildings nearby. This process would be complete no later than March 2025.

8 Financial Implications

8.1 Financial comments are included in the Part B report. Andy Cooper (Senior Finance Manager)

9 Legal Implications

9.1 The consultation period began on the 6 December 2023 until the 31 January 2024. This would suitably satisfy the legal requirement for the Council to consult with the local community. In its decision the Council is not seeking to reduce the services offered. The Council have therefore suitably considered the service needs of the local community. (Alex Bougatef, Interim Assistant Director of Legal Services)

10.0 Co-operative Implications

10.1 The proposals outline how services will be maintained through the provision of seven new Family Hubs and by ensuring that services are maintained through a network of other community buildings, schools and partner organisations the proposals align with the Council's co-operative aims to support thriving communities and the development of co-operative services. (Amanda Richardson, Policy Manager)

11.0 Human Resource Implications

11.1 The implications for staffing of this report are around ways of working; staff should be fully consulted and supported with the transition from being based in a particular location to delivering services in a more agile way. Involving staff in the resolution to any potential barriers can build engagement.

11.2 Contracts of employment should be double checked to ensure they support working from any location within the borough, particularly where there are less familiar contracts of staff who previously TUPE transferred from the NHS.

11.3 For the associated service redesign, the guidance on redesigning services will be followed and HR will work with the service sought throughout. (Kathryn Pickford, HR Manager)

12 Risk Assessments

12.1 Risk comments are included in Part B of the report. (Victoria Gallacher, Head of Insurance and Information Governance)

13 IT Implications

13.1 Unknown at this stage, as there needs to be more information provided on the 'Digital Offer'. However, with the acknowledgment that the current digital offer is in its infancy, and that the proposal suggests a comprehensive online digital offer, it implies the need for significant enhancements to the digital infrastructure/services, potentially including the development of a user-friendly online platform to deliver services, engage with families, and provide information.

13.2 Careful consideration should be given to the design, usability, and accessibility of the online platform to ensure it caters to the diverse needs of families.

13.3 With a move to digital offerings, it becomes crucial to prioritise data security and privacy. Adequate and GDPR compliant measures need to be implemented to safeguard sensitive information, especially when dealing with health-related data for appointments and consultations.

13.4 Introducing a new/revised online digital offer may necessitate training for staff and residents. IT training programs should be considered to ensure that all stakeholders can effectively utilise the new digital services. For staff this could be peer led training, for residents this could be video guides or one-page information flyers. (Mark Edgar, IT Manager)

14 Property Implications

14.1 De-designation of the 10 Children's Centres will see these buildings or part buildings become vacant and return to Corporate Landlord for management. In order to deliver the property savings set out herein, these assets will need to be disposed of in order to negate the liabilities of the buildings. The potential options for each asset vary depending on the nature of the building, the council's ownership, the type and condition of the asset, its location and external factors such as the building location and potential alternative uses. The process for disposing of council's assets will follow the governance set out in the Land and Property

Protocols which utilizes Corporate Property Board for discussion and decision making around Council assets.

14.2 The remaining seven assets are undergoing investment into the buildings to improve their use and appearance. These works have been tendered and a phased program is due to be delivered in January 2024 through to March 2024.

14.3 The revised model includes the use of other Council assets in a flexible way. The council is keen to see its corporate assets used more intensely by a variety of services not only to uphold the strategy of PBI but to reduce the overall running cost of the corporate estate. (Katy Webster, AD Property & Projects)

15 Procurement Implications

15.1 The Council has a best value duty under section 3 Local Government Act 1999 to make arrangements to secure continuous improvement in the way in which its functions are exercised. It is paramount that if the service Authority are Procuring, they must comply with PCR2015 and the Council's contract Procedure rules. The cost analysis of the assets and associated costs must be undertaken, and these costs will need to be specified. The Commercial Procurement unit will support and work with the services. (Mohammad Sharif, Procurement Manager)

16 Environmental and Health & Safety Implications

16.1 The service must have their own risk assessments relating to the activity and training of staff in place, for the delivery of the service. (Samantha Cox, H&S Manager)

17 Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998

17.1 None

18 Oldham Impact Assessment Completed (Including impact on Children and Young People)

18.1 Yes.

19 Key Decision

19.1 Yes

20 Key Decision Reference

20.1 This item has been included on the Forward Plan under reference CHS-06-23

21 Background Papers

21.1 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 : CHS-05-23

Name of File : Delivering Better Service for Families Through Family Hubs . Records held in Decision - Delivering Better Services for Families Through Family Hubs (oldham.gov.uk)

Officer Name : Paula Healey, Head of Early Years
Contact No : 07875235198

22 **Appendices** N/A

This page is intentionally left blank

Oldham Council

Report to CABINET

Capital and Revenue Grants – Childcare Expansion Programme

Portfolio Holder:
Cllr Mushtaq, Cabinet Member Children and Young People

Officer Contact: Matthew Bulmer, Director of Education, Early Years and Skills

Report Author: Jennifer Wright, Early Years Funding Team Leader

18 March 2024

Reason for Decision

This report seeks approval for the allocation and expenditure of the Oldham's 2024/26 Childcare Expansion Capital and Revenue Grant. Specifically, it presents proposals for a capital and revenue grant application process. If approved this will enable the Council to meet the aims and objectives of the Childcare Expansion Programme and fulfill its statutory duties in line with the Childcare Act 2006.

Executive Summary

In the Spring Budget 2023 the government announced the biggest investment in childcare in history, doubling the amount they expect to spend over the next few years from around £4 billion to around £8 billion each year.

The childcare expansion Programme has two projects.

Wraparound childcare – by 2026, all parents and carers of primary school-aged children who need it will be able to access term time childcare in their local area from 8am-6pm, so that parents can access employment and improve labour market participation. To support this ambition, the government announced that it will provide up to £289 million of start-up

funding over two academic years to support local authorities and providers in England to introduce or expand childcare provision on either side of the school day, which parents of primary school-aged children will be able to pay to access.

Expansion of the free entitlement to working parents - England has some of the highest quality childcare provision in the world, with 96% of early years settings rated by Ofsted as good or outstanding. But the government has recognised that childcare is also one of the biggest costs facing working families today. This project is to ensure that eligible working parents can access 30 hours of free childcare per week, for 38 weeks a year from the term after their child's is 9-month-old to when they start school. This will be rolled out in three phases staring April 2024 with the final phase being April 2025

Oldham has received notification from the DfE that it will receive both capital and revenue grant funding to support the expansion programme.

The Childcare Expansion Programme aligns with the current corporate priorities.

- Healthy, safe, and well supported residents
- A great start and skills for life
- Better jobs and dynamic businesses

Recommendations

Option 1: Approve the allocation and expenditure of the Oldham's 2024/26 Childcare Expansion Capital and Revenue Grant. Enabling the Early Years PVI and Schools sector to submit expressions of interest to support the delivery of the programme aims. The grants will be awarded based on a full supply and demand mapping assessment which will highlight areas within the borough where demand is likely to exceed supply.

This poses no risk to the council or council budgets as all funding is provided through a DfE S31 Grant. This will ensure that the LA remains compliant with its statutory duties outlined within the Childcare Act 2006 and the Councils corporate plan and aligning strategies.

Option 2: Do not approve the proposal to develop, moderate and administer a capital and revenue grant process.

This poses a significant risk to the council as it will impact on the council's ability to support the growth of childcare places. This will result in the demand for places exceeding supply resulting in potential unmet need. Ultimately, the Council will become non complaint with its statutory duty under the Childcare Act 2006. The Council will also not deliver on the priorities outlined in the Councils corporate plan and aligning strategies.

Cabinet 18th March 2024

Capital and Revenue Grants – Childcare Expansion Programme

1 **Background**

1.1 This report seeks approval for the allocation and expenditure of the Oldham's 2024/26 Childcare Expansion Capital and Revenue Grant. Specifically, it presents proposals for the capital and revenue grant application process. If approved this will enable the Council to meet the aims and objectives of the Childcare Expansion Programme and fulfil its statutory duties in line with the Childcare Act 2006.

2 **Current Position**

2.1 The council has established a Early Years and Childcare Board to oversee the childcare expansion programme a PID and programme structure has been developed. The Council has a designated lead for this programme.

3 **Options/Alternatives**

3.1 **Option 1:** Approve the allocation and expenditure of the Oldham's 2024/26 Childcare Expansion Capital and Revenue Grant. Enabling the Early Years PVI and Schools sector to submit expressions of interest to support the delivery of the programme aims. The grants will be awarded based on a full supply and demand mapping assessment which will highlight areas within the borough where demand is likely to exceed supply.

This poses no risk to the council or council budgets as all funding is provided through a DfE S31 Grant. This will ensure that the LA remains compliant with its statutory duties outlined within the Childcare Act 2006 and the Councils corporate plan and aligning strategies.

Option 2: Do not approve the proposal to develop, moderate and administer a capital and revenue grant process.

This poses a significant risk to the council as it will impact on the council's ability to support the growth of childcare places. This will result in the demand for places exceeding supply resulting in potential unmet need. Ultimately, the Council will become non complaint with its statutory duty under the Childcare Act 2006. The Council will also not deliver on the priorities outlined in the Councils corporate plan and aligning strategies.

4 **Preferred Option**

4.1 Option 1 for the reasons set out above.

5 **Consultation**

5.1 No Consultation is required.

6 Financial Implications

6.1 For 2024-26, to ensure that all parents of primary school children who need it, are able to access wraparound childcare in their local area from 8am-6pm and there are sufficient places for working parents to take up there free entitlement.
Details of financial implications are detailed in the confidential report, to be considered later in the meeting

This report is seeking to approve Option 1 the Early Years' Service to develop, moderate and administer a capital and revenue grant process. Enabling the Early Years PVI and Schools sector to submit expressions of interest to support the delivery of the Programme aims. The grants will be awarded based on a full supply and demand mapping assessment which will highlight areas within the borough where demand is likely to exceed supply. This will ensure that the LA remains compliant with its statutory duties outlined within the Childcare Act 2006 and the Councils corporate plan and aligning strategies.

(Victoria Hayes, Senior Accountant)

7 Legal Implications

7.1 The grant agreement between Oldham Council and the DfE will require review by Legal Services together with any sub-grant agreement prescribed by the DfE or, if there is no prescribed sub-grant agreement, Legal Services will need to assist with the production of a template sub-grant agreement (Mark Hope, Legal and Democratic Services 23/01/24)

8. Co-operative Implications

8.1 The proposals seek to increase capacity for childcare in the borough, aligning with the Council's co-operative aims to build thriving communities and an inclusive economy.
Amanda Richardson, Policy Manager 02/02/24

9 Human Resource Implications

9.1 There are no HR implications with the proposals in this report. Kathryn Pickford, HR Manager

10 Risk Assessments

10.1 There appear to be limited risks associated with the allocation and expenditure for the Oldham's 2024/26 Childcare Expansion Capital and Revenue Grant. Appointment of all providers should be procured in line with the Councils procedures and the providers insurances should be retained and checked. The service should ensure all grant conditions are compiled with and that there is sufficient monitoring of the Childcare Expansion Programme to fulfil its statutory duties in line with the Childcare Act 2006. Should the Council not proceed in line with the recommended option this will have an impact on the council's ability to support the growth of childcare places.

Victoria Gallacher (Head of Insurance and Information Governance) 24/01/24

11 IT Implications

11.1 None

12 **Property Implications**

12.1 It is not clear at this stage whether there would or could be any implications for council assets as part of this funding. This would have to be worked through as part of the detail of how the grant is spent. Katy Webster 2/2/24

13 **Procurement Implications**

13.1 There are no Procurement implications as this report concerns grant funding, However, as always when paying out monies to external organisation, we should ensure an open and fair process has been followed that will comply with any scrutiny and are in line with the specific grant funding conditions, as the grant can be clawed back if the conditions are not met. A grant agreement must be formalised. Mohammad Sharif 08/02/2024

14 **Environmental and Health & Safety Implications**

14.1 None

15 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

15.1 None

16 **Oldham Equality Impact Assessment, including implications for Children and Young People**

16.1 NO

Not attached. An EIA is not required as all vulnerable and disadvantaged groups are considered within the programme.

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 This item has been included on the Forward Plan under reference **CHS-01-24**

19 **Background Papers**

19.1 There are no background papers for this report

20 **Appendices**

20.1 1. Capital and Revenue values and purpose of grant

This page is intentionally left blank

Oldham Council

Report to CABINET

Capital Investment at the Bluecoat School

Portfolio Holder:
Cllr M Ali: Cabinet Member for Education and Skills

Officer Contact: Gerard Jones: Managing Director or Children and Young People

Report Author: Matt Bulmer: Director of Education Skills and Early Years

18th March 2024

Reason for Decision
Joint investment is required between Oldham Council and the Cranmer Education Trust (CET) to prevent the closure of a teaching block at the Bluecoat School site. The capital works required to prevent closure would be £3.5m.

Recommendation
The required capital project would cost £3.5m. Of this:

- The Council should fund £1.169m (33.4%) through a direct grant award to CET from the Council's Basic Need allocation.
- The Council should fund £1.84m (52.6%) through a loan to CET from the Council's Basic Need allocation. This loan would be repayable from CET to the Council over a term of ten years at a non-commercial rate of interest.
- CET should directly fund £0.491m (14%) directly from Trust finances from the outset of the project.

Capital Investment to Safeguard School Places at the Bluecoat School

1 Background

1.1 The Bluecoat School is part of the Cranmer Education Trust (CET). The Trust currently operates 5 schools:

1.2 **The Blue Coat C of E School**. The only Ofsted "Outstanding" secondary school in Oldham. There are over 1200 pupils on roll in Years 7-11. The school also runs a very successful academic sixth form for 420 students who come from Blue Coat and schools across the borough and beyond.

1.3 **St Anne's C of E Academy**. The school is based in Rochdale for pupils aged 11-16 from a wide catchment area across Northeast Manchester.

1.4 **East Crompton St George's C of E Primary School**. A primary school based in the parish of St James, East Crompton, catering for children from 4 to 11 years old.

1.5 **Mayfield Primary School**. A large, two-form entry primary school based in Derker catering for pupils from Reception to age 11, together with a nursery.

1.5 **The Brian Clarke C of E Academy**. Opened in September 2022. This is an 11-16 school, admitting 240 pupils every year, in a newly built permanent site in the town centre of Oldham.

2 Current Position

2.1 On 24 November 2023 CET contacted Oldham Council to request Local Authority assistance in improving the condition of one of the accommodation blocks within the Bluecoat School (the ROSLA block.)

2.2 If the ROSLA block is not replaced CET have stated that they will need to reduce the Published Admissions Number (PAN) of Bluecoat. They would need to start the required consultation of this PAN reduction by November 2024.

2.3 As a Multi Academy Trust (MAT), CET has responsibility for the maintenance of the condition of their school estate through funding from the DfE. From next financial year CET will become eligible for School Capital Allocations from the DfE (reserved for large MATs). However, due to the costs of the required capital works, CET have insufficient immediate capital budget to fund the block replacement themselves.

2.4 Oldham Council is provided with 'Basic Need' funding from the DfE. This money is to help Local Authorities fulfil their duty to ensure that there are enough school places for children in their local area. As a non-ring-fenced grant, the Council could decide to fund all/part of the block replacement through Basic Need capital to safeguard place sufficiency.

2.5 The place sufficiency position for secondary schools has significantly improved in Oldham since the addition of Oasis Leesbrook and the Brian Clarke Academy. Reception and Year 7 are the key year groups for place forecasting purposes. We would expect a forecast dip in births to impact significantly on Reception numbers in the near future; however, it will be almost a decade before there is an impact on secondary admissions.

2.6 Because of the admission policy of the Bluecoat school, around 65% of the school's population resides in Oldham. The rest of the school population is drawn predominantly from other parts of Greater Manchester.

3 **Options** (in all options the capital project would be self-managed by CET)

3.1 Option 1: Fund the entirety of the block replacement as a grant to CET from Basic Need.

3.2 Option 2: Partially fund the block replacement as a grant to CET from Basic Need with CET funding the remainder.

3.3 Option 3: do not fund the block replacement.

4 **Preferred Option**

4.1 The preferred option is option 2 with the additional requirement placed on CET to to repay a proportion of the Basic Need grant through a load agreement. Of the £3.5m required to fund the project, the Council should fund:

- The Council should fund £1.169m (33.4%) through a direct grant award to CET from the Council's Basic Need allocation.
- The Council should fund £1.84m (52.6%) through a loan to CET from the Council's Basic Need allocation. This loan would be repayable from CET to the Council over a term of ten years at a non-commercial rate of interest.
- CET should directly fund £0.491m (14%) from the outset of the project directly through Trust finances.

5 **Consultation**

5.1 CET have been consulted and would find the recommendation within this report acceptable.

6 **Financial Implications**

6.1 This information is contained in Part B of this Cabinet report. (James Postle, Finance Manager)

7 **Legal Implications**

7.1 The grant and subsequent sub -commercial loan is unlikely to be a subsidy to the Academy if it is involved with the delivery of the national curriculum and its courses are mainly financed by the public fund. A subsidy risk only arises if the main source of income in providing education is from the private sector, as this is unlikely, we do not believe that subsidy control issues arise.

7.2 *The Statutory Guidance to the Subsidy Control Act 2022 on education proves to be helpful here as set out below:*

15.28. Education services organised within the national education system, which are both funded through public funds and supervised by the UK government, are not considered to be economic activities for the purposes of the Act.

15.29. Equally, where the costs of education services are principally funded, whether directly or indirectly, through public resources, those services will not be considered an economic activity despite the fact that students, or their families, pay fees toward the provision of those services.

15.30. However, where education services are principally funded through private resources, for example the resources of students and parents, or through the operator's own commercial revenues, the operators providing these services will be considered to be enterprises for the purposes of the Act.

7.3 This is the opinion of the Council and the Academy should take its own legal advice on subsidy control especially if it will be receiving funding from other sources to use on the same works. In due course a grant agreement and loan agreement will need to be negotiated and put in place.

(Sukie Kaur, Solicitor)

8. **Co-operative Implications**

8.1 The proposals set out in this report support the ongoing education of Oldham pupils at an Ofsted 'Outstanding' rated school. This decision will mean continuing to provide good outcomes for Oldham residents and as such, support our cooperative ambitions.

(James Mulvaney, Policy Manager).

9 **Human Resource Implications**

9.1 There are no HR implications within this report.

(Kathryn Pickford, HR Manager.)

10 **Risk Assessments**

10.1 This information is contained in Part B of this Cabinet report. (Vicki Gallacher, Head of Insurance and Information Governance)

11 **IT Implications**

11.1 None (Mark Edgar, Head of IT Operations and Cyber Security)

12 **Property Implications**

12.1 None (Katy Webster, AD Property & Projects)

13 **Procurement Implications**

13.1 No procurement implications on the basis a compliant grant agreement is being implemented which does not contravene the Public Contract Regulations. All tender activity for associated professional services and works will be led and contracted directly by CET.

(Dan Cheetham, Procurement Manager)

14 **Environmental and Health & Safety Implications**

14.1 Contractors need to be checked for any previous Health and Safety fines or prosecutions before the contract is awarded. The company that is awarded the contract must have sufficient insurance and risk assessments to carry out the work.

(Samantha Cox, Environmental Services Manager)

15 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

15.1 None

16 **Oldham Equality Impact Assessment, including implications for Children and Young People**

16.1 In these circumstances this is not this is not applicable.

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 EDS-02-24

19 **Background Papers**

19.1 None

20 **Appendices**

20.1 None

This page is intentionally left blank

Oldham Council

Report to CABINET

Procurement of Social Prescribing Service Part A

Portfolio Holder:
Councillor Barbara Brownridge, Cabinet Member Health & Social Care

Officer Contact: Rebecca Fletcher, Director of Public Health (Interim)

Report Author: Rachel Dyson, Thriving Communities Lead

18th March 2024

Reason for Decision

To approve the procurement of an all age social prescribing service.

Recommendations

Cabinet is asked to consider and agree:

a) the procurement of an all age social prescribing service for a period of 5 years, with the option to extend for 2x +2 year periods

b) to delegate authority to the Director of Public Health, in consultation with the relevant Cabinet Member, to award the contract following use of the NHS Provider Selection Regime (PSR) to select a provider

c) to delegate authority to the Director of Public Health, in consultation with the relevant Cabinet Member, to approve any extensions to the contract as provided for within the original contract terms and where there is budget available

Cabinet 18th March 2024

Procurement of Social Prescribing Service

1 **Background**

1.1 Oldham's Social Prescribing model was initially developed in 2019 as an Innovation Partnership through Oldham's Thriving Communities strand of the Greater Manchester (GM) Health & Social Care Transformation Programme. The initial contract was for 3 years, with the potential to extend 3x 12. This was joint funded by the GM Health & Social Care Transformation Fund and earmarked Council reserves. Action Together were appointed as the lead provider, with a consortium of Voluntary, Community, Faith & Social Enterprise (VCFSE) organisations working together to deliver the service. All the available extensions to the existing contract have now been used, and the current contract is due to end on 31st October 2024.

1.2 The intention of the Innovation Partnership was that the flexible approach could respond to need and the developing service/system context, and this learning would inform future commissioning and delivery approaches. The offer includes both social prescribing, through link workers, alongside capacity building within the VCFSE sector to grow the available 'social prescriptions' within the community.

1.3 In the NHS Long Term Plan (2019), NHS England committed to building the infrastructure for social prescribing in primary care and embedding social prescribing and community-based approaches across the NHS. This included introducing social prescribing link workers into Primary Care Networks, and in 2022 introducing a requirement for primary care networks to provide a proactive social prescribing service as part of the contract. As a result, in Oldham, the Social Prescribing model has expanded since 2019 to incorporate PCN Social Prescribing Link Workers in every PCN as part of the wider network model, by agreement between the contracted provider and each PCN.

1.4 The ambition to deliver community-led prevention approaches is also well embedded in wider strategies across the Oldham system. The broad nature of wellbeing and the support offer mean that outcomes achieved through a strong Social Prescribing offer are critical to reducing demands and costs in other areas of the system such as Adult Social Care, Children's Services, and Housing. An independent evaluation of the service was undertaken during 2021 and demonstrated the positive impact of the service on participants' wellbeing, as well as reduced demand and cost to wider system services over the longer-term.

2 **Current Position**

2.1 All the available extensions to the existing contract have now been utilised, and the current contract is due to end on 31st October 2024.

2.2 The current Social Prescribing offer is considered a key contributor within the Adults Target Operating Model, Children's Early Help Strategy and Housing prevention offer, acting as step-down and improving flow through the system. This has involved the development of a number of specialised elements to the service; children and young people's link workers,

and during 23-24 piloting of a dedicated link worker role in Adults Referral Contact Centre (ARCC). Alongside this a volunteer model has been developed to help support clients with lower-level needs.

2.3 NHS England have yet to release the plans for post March 2024 for the Primary Care Network Directed Enhanced Service, however, during 2023/24 NHS England will undertake a review of the additional workforce role as outlined in the Additional Roles Reimbursement Scheme (ARRS) to ensure that it is tailored to deliver future ambitions for general practice.

2.4 Demand for the service has increased over the lifetime of the contract, with the service receiving 2,096 unique referrals in 21-22, 2,509 in 22-23 and 2,293 up to the end of Q3 23-24. The majority of referrals into the service are made by professionals in Primary Care, Mental Health Services, Acute Health Services and Social Care, although more than 1 in 10 are self-referrals. People are primarily referred into the service due to loneliness and isolation or mental health and wellbeing, however reasons for referral also include issues with welfare and money management, long-term conditions and housing. The children and young people's element of the service began in early 2023 and has now received over 200 referrals.

2.5 Continued high levels of demand on statutory and specialist services within the health and social care system, and the demand from those services into the current Social Prescribing service suggests there remains a need for this kind of earlier intervention service within Oldham. The current service has achieved demonstrable outcomes to improve the wellbeing of residents using the service, and to reduce demand on statutory services, as evidence by the Thriving Communities Evaluation (2021).

2.6 It is proposed that the Council recommission a Social Prescribing service, building on the learning from the existing model. The service should continue to be focused on earlier intervention to support residents struggling with their health and wellbeing through a strengths-based approach, connecting people to activities and support within their community as well as coordinating support from public services. It will be important to ensure that the service is integrated at neighbourhood level with Place-based Integration, Family Hubs and Primary Care MDTs. Pathways between the social prescribing service and other key early intervention and wellbeing services such as Early Help, Health Improvement and Focussed Care, will need to be defined and operational, as will step-down from Social Care services.

2.7 The Social Prescribing service will form a key part of the prevention offer in Oldham, and it will be important to ensure the offer is aligned with the Prevention Framework, in particular supporting residents at the 'Staying Well' and 'Problems and Challenges' levels of the framework.

2.8 The Council also currently hold the license for cloud based software system Elemental (from Access Ltd.) which is used by the Social Prescribing service. This system, or other suitable system would be required to support the service so it is proposed that this should be considered within the scope of the procurement.

3 Options/Alternatives

3.1 **Option 1** – Do not reprocure a Social Prescribing service.

3.2 **Option 2** – Procure an all age Social Prescribing service, with a contract length of 5 years, with the option to extend for 2x +2 year periods.

4 Preferred Option

4.1 Option 2 is the preferred option. There will be continuity of service to support residents who are struggling, through an offer of earlier intervention with the aim of improving wellbeing outcomes and continuing to prevent demand and pressure on statutory services.

This will require the Council to follow the NHS Provider Selection Regime to identify a provider.

5 Consultation

5.1 The need to continue to invest in preventative services, and community-led prevention approaches has been identified through a number of pieces of work over the last few years, including the Thriving Communities programme evaluation (2021) and the development of the Prevention Framework.

5.2 A consultation process will be undertaken with service users as part of the procurement process for the new Social Prescribing service.

5.3 Engagement has taken place during the development of this proposal with the Director of Adult Social Care, Director of Public Health and Assistant Director Early Help as well as with the Place Lead for the Integrated Care Partnership.

6 Financial Implications

Revenue

6.1 The purpose of this report is to seek the following approvals.

- The procurement of an all-age social prescribing service for a period of 5 years, with the option to extend for 2x +2-year periods.
- To delegate authority to the Director of Public Health, in consultation with the relevant Cabinet Member, to award the contract.
- To delegate authority to the Director of Public Health, in consultation with the relevant Cabinet Member, to approve any extensions to the contract as provided for within the original contract terms and where there is budget available.

6.2 There are no financial implications directly associated with approving the recommendations in this report. However, once the process has been finalised and a contract price is agreed, a further report will be submitted identifying available budgetary provision.

6.3 With regards to future proofing the financing of the 'Social Prescribing contract' the Council is undertaking a review of all internal services currently in receipt of Public Health funding.

This is to ascertain whether those services are delivering on the required Public Health outcomes, in addition to identifying a potential reallocation of budgets to support the delivery of 'Social Prescribing'.

A working group has been created to support its implementation and the expectation is the review will be completed before the cessation of the current contract on 31st October 2024.

(Matthew Kearns – Finance Manager)

Capital

6.4 There are no capitals implications.

(James Postle – Senior Finance Manager)

7 **Legal Implications**

7.1 The preferred option has the best benefit to the residents of the Borough and will have a positive impact on over 2,000 residents.

It is important that the correct route is taken in relation to the award of the contract and that the newly introduced, Provider Selection Regime process is correctly followed in conjunction with all other legislative requirements. The Commissioner will work closely with procurement colleagues to ensure that compliance of the process is adhered to and the best provider and best value for the Council is ensured.

Any competitive tendering process that might have to be done under the PSR must also comply with the Contract Procedure Rules and the Public Contracts Regulations 2015.

(Alex Bougatef-Interim Director of Legal Services)

8. **Co-operative Implications**

8.1 The proposed extension of social prescribing will support residents' health and wellbeing, enabling early intervention and prevention. By continuing to build upon the learning and capacity developed within the VCSE sector, the proposal aligns with the Council's co-operative aims to strengthen and support thriving communities.

(Amanda Richardson, Policy Manager)

9 **Human Resource Implications**

9.1 None

10 **Risk Assessments**

10.1 The legal, financial and procurement are highlighted separately in this report. This report details the opportunity that the social prescribing provides to Oldham and details that should a procurement exercise not be undertaken this useful service will cease in October 2024. The procurement should be developed to ensure it fulfils the Council's requirements for quality and price. Insurance and information risks will need to be reviewed in light of the procurement and access to systems to ensure they are robust and in line with the Contract Procedure Rules and Data Protection requirements.

Vicki Gallacher (Head of Insurance and Information Governance)

11 **IT Implications**

11.1 The document mentions the use of a cloud-based software system Elemental (from Access Ltd.) to support the Social Prescribing service. It would be important to ensure that the system is properly integrated with other relevant systems and that data security and privacy measures are in place.

11.2 We ask that IT be included in the full assessment of possible solutions for the All Age Social Prescribing Service. The IT service will be instrumental in ensuring technical adoption and connectivity within the existing environment and to evaluate each solutions security controls.

(Mark Edgar, Head of IT Operations and Cyber Security)

12 **Property Implications**

12.1 None – if the preferred option is approved.

13 **Procurement Implications**

13.1 Commercial Procurement Unit will be using NHS Provider Selection Regime (PSR) to procure the services, The Health and Care Act 2022 introduced a new procurement regime for selecting providers of healthcare services, Commercial Procurement Unit will work with commissioners to see which route to take to the Market.

(Mohammad Sharif, 07/03/2024)

14 **Environmental and Health & Safety Implications**

14.1 None – if the preferred option is approved.

15 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

15.1 None – if the preferred option is approved.

16 **Oldham Equality Impact Assessment, including implications for Children and Young People**

16.1 Yes

The impact assessment represents the impact of the recommended option (Option 2), in comparison to the alternative option (Option 1). The Impact Assessment is attached as Appendix 1.

17 **Key Decision**

17.1 Yes

18 **Key Decision Reference**

18.1 HSC-01-24

19 **Background Papers**

19.1 None

20 **Appendices**

20.1 Appendix 1 – Impact Assessment

Report to CABINET

Approval of the Adoption and Publication of Oldham Council's Social Value Policy

Portfolio Holder:
Cllr Abdul Jabbar, Cabinet Member for Finance & Corporate Resources

Officer Contact: Sarah Johnston, Director of Finance

Report Author: Emily Molden
Ext. N/A

18th March 2024

Reason for Decision
To approve the adoption of the Council's first social value policy which will set out the approach within commissioning, procurement, and other wider practices as well as the approach to working with staff, partners, suppliers, and service providers to ensure additional benefits are delivered through all council activity, creating the best possible outcomes for our residents and communities.

Executive Summary
Social value was first introduced by The Public Services (Social Value) Act 2012 of which the Council responded to by implementing an Oldham specific social value framework and mandated weighted questions in all tenders. Through the years this framework approach has developed and evolved to the adoption of the National TOMs (themes, outcomes, and measures) and creation of the Oldham TOMs.

A review of the Council's social value journey was undertaken in 2022, recognizing achievements but also identifying improvement areas to ensure our aim in becoming a leader in embedding social value is achieved. One such of those areas is regarding governance and accountability and having a published policy and strategy.

The Social Value Portal have been working alongside key stakeholders within the Council to design and produce a policy which details our approach and future ambitions, the final draft of which is at appendix 1.

In parallel to this, a review also undertaken by the Social Value Portal to the Council's Local Needs Analysis. This document includes a summary of insights to highlight the areas of highest deprivation, needs within the local community and priorities identified by Oldham Council. It aims to provide guidance for stakeholders, suppliers, developers, contractors, and others working in Oldham to develop more robust social value strategies.

A workshop was held to discuss the content of the analysis stemming from the Council's and the Borough's needs and priorities; the final draft can be found at appendix 4.

Recommendations

1. To approve the policy and its publication, formally documenting the Council's approach and commitment to social value. The policy will be available for our partners, suppliers, and the community strengthening our commitment.
2. To approve the revised local needs analysis, documenting the needs and priorities of the Council and the wider community. This will be published on the Council's website and with all tendering opportunities, improving social value commitments proposed by bidders ensuring they are relevant to Oldham and its residents.

Approval of the Adoption and Publication of Oldham Council's Social Value Policy

1 **Background**

1.1 Social value was first introduced by The Public Services (Social Value) Act 2012 which came into effect in 2013. The act placed responsibility on public sector organizations, and their suppliers to consider how wider economic, community and environmental benefits could be delivered as part of commissioning goods, works and services.

1.2 Oldham Council responded by producing a social value framework, which addressed the needs and aspirations of the Borough and mandating weighted questions to be included in all tendering activity. This activity was all done prior to the initial implementation date of the 1st of January 2013 and as a result Oldham were recognised nationally and case studies of contracts were featured in Lord Young's Social Value Act Review.

1.3 Since 2012 several reviews of the framework took place to ensure the outcomes continued to be relevant.

1.4 However, in 2020 a decision was made to adopt the National TOMs (themes, outcomes and measures) produced by the Social Value Portal and the National Social Value Taskforce in 2017. The needs and priorities identified within various Council policies and plans such as the Corporate Plan have been mapped to the TOM system to develop a set of Oldham specific TOMs. Please see appendix 2 for more information on the Oldham TOMs.

1.5 Social value is embedded within all commissioning and procurement practices, with bidders committing to deliver any of the TOMs.

2 **Current Position**

2.1 A review was undertaken in 2022 to evaluate the journey the Council have taken in implementing and delivering the Social Value Act in the way of a Social Value Maturity Index (SVMI). It recognised the achievements to date but then also identified areas of improvement.

2.2 One area of improvement identified was regarding governance and accountability by having a published social value policy and strategy. Following this recommendation, the Social Value Portal were commissioned to support in the development of the policy. The policy is to be a published statement to govern the Council's approach to social value and working with our partners and the wider community.

2.3 The Social Value Portal started by initially reviewing existing Council policies and plans and undertaking a peer review of the approach taken by other authorities. Once this review had taken place interviews were held. to understand goals and aspirations and what social value means in Oldham. The interviewees consisted of the following:

- Paul Clifford (Director of Economy)
- Chris Lewis (Strategic Lead – Creating a Better Place)
- Jonathan Downs (Corporate Policy Lead)
- Jon Bloor (Assistant Director of Economic Growth)
- Rachel Dyson (Thriving Communities Hub Lead)
- Emily Molden (Senior Category Manager)

2.4 Several drafts were reviewed by the panel above and the final version can be found at appendix 1. This policy is to be in place for a 5-year term with a review to completed after 3 years.

2.5 Running in parallel to the creation of the policy is an update to the Council's Local Needs Analysis. This is a document which includes a summary of insights to highlight the areas of highest deprivation, needs within the local community and priorities identified by Oldham Council. It aims to provide guidance for stakeholders, suppliers, developers, contractors, and others working in Oldham to develop more robust social value strategies. The Social Value Portal were again commissioned to lead on this.

2.6 A workshop (chaired by the Social Value Portal) was held with key stakeholders from the Council and external organisations including Action Together. The workshop looked to provide an overview of the current needs analysis and seek insights and views from the attendees on what should be included in the document.

2.7 Following on from the workshop a series of drafts were produced, each reviewed by the workshop attendees and a final version can be found at appendix 4.

2.8 Further work to progress the social value journey within the Council to maxmise benefits for the Borough's residents and business and voluntary community is scheduled in the form of:

- Developing guidance for suppliers / businesses / VCSEs on the TOMs approach specific to Oldham along with training sessions to support in upskilling.
- Training and guidance on social value for Council staff to ensure social value is applied effectively and embedded across the organisation
- Reviewing the Council's 'As Is' position and plotting the 'To Be' position.]
- Explore the inclusion of Social Value outcomes within the Corporate Performance Reporting framework.
- Produce a social value statement to report on successes and support continuous improvement.
- Building on the workshop approach to establish a corporate Social Value Task & Finish Group chaired by the Director of Economy to take this activity forward.

3 Options/Alternatives

3.1 **Option 1:** To approve the policy and its publication, formally documenting the Council's approach and commitment to social value. The policy will be available for our partners, suppliers, and the community strengthening our commitment.

To approve the revised local needs analysis, documenting the needs and priorities of the Council and the wider community. This will be published on the Council's website and with all tendering opportunities, improving social value commitments proposed by bidders ensuring they are relevant to Oldham and its residents.

Option 2: To not approve the policy and its publication. The Council would not have in place a formalized policy to govern the approach to securing social value and further progressing in shaping and leading on the delivery of social value.

To not approve the revised local needs analysis, continuing with the current version developed in 2020. This version is now out of date and does not reflect the Borough's needs.

4 Preferred Option

4.1 **Option 1:** To approve the policy and its publication, formally documenting the Council's approach and commitment to social value. The policy will be available for our partners, suppliers, and the community strengthening our commitment.

To approve the revised local needs analysis, documenting the needs and priorities of the Council and the wider community. This will be published on the Council's website and with all tendering opportunities, improving social value commitments proposed by bidders ensuring they are relevant to Oldham and its residents.

5 **Consultation**

5.1 Interviews were conducted with the panel named above of which their thoughts and information contributed to the final draft of the policy.

6 **Financial Implications**

6.1 The preferred option as detailed in paragraph 4.1 is to approve the Council's Social Value Policy and its publication, formally documenting the Council's approach to social value.

There are no direct financial implications associated with approving the policy, however, if the policy is approved, it will need to be embedded within all future commissioning and procurement practices.

(Matthew Kearns – Finance Manager)

7 **Legal Implications**

7.1 The Social Value Policy document doesn't raise any legal issues. It is recommended that a copyright statement is added to the document together with document control annotations. All Oldham Council's standard terms and agreements include provisions relating to Social Value. The Council's standard agreements include provisions detailing obligations to deliver Social Value Activities and specify remedies for non-performance including liquidated damages and termination. (Mark Hope, Legal and Democratic Services)

8. **Co-operative Agenda**

8.1 Social value enables the Council to maximise benefits, including employment opportunities, for Oldham residents and communities and hence supports delivery of the Council's Co-operative agenda.

9 **Human Resource Implications**

9.1 Whilst there are no workforce implications as such, consideration should be given to the education, learning and training to ensure anyone involved in commissioning providers in the future are aware of the changes. (Rebecca Tyrer)

10 **Risk Assessment**

10.1 The Council is recommending that a Social Value policy is approved and published which will formally documenting the Council's approach and commitment to social value. The Council needs to ensure the policy is embedded within the Council and for all procurement, however as this has been already implemented in a different form for a number of years the risk of this is low.

Vicki Gallacher (Head of Insurance and Information Management)

11 **IT Implications**

11.1 None

12 **Property Implications**

12.1 None

13 **Procurement Implications**

13.1 Procurement support the recommendation to approve the policy and its publication, formally documenting the Council's approach and commitment to social value. (Dan Cheetham).

14 **Environmental and Health & Safety Implications**

14.1 None

15 **Community cohesion, including crime and disorder implications in accordance with Section 17 of the Crime and Disorder Act 1998**

15.1 None

16 **Equality impact**

16.1 The Social Value Policy and Oldham TOMs aim to have a positive effect on the entire community including children and young people, supporting where possible. More information can be found in the impact assessment at appendix 3.

17 **Oldham Impact Assessment, including implications for children and young people**

17.1 Yes – Please see appendix 3 IA Report – Social Value Policy

18 **Key Decision**

18.1 Yes

19 **Key Decision Reference**

19.1 FLC-17-23.

20 **Background Papers**

20.1 None

21 **Appendices**

21.1 Please see below:

- Appendix 1 – Social Value Policy
- Appendix 2 – Oldham Master TOMs
- Appendix 3 – IA Report Social Value Policy
- Appendix 4 – Local Needs Analysis

This page is intentionally left blank

Oldham Metropolitan Borough Council: Social Value Policy

2023-2028

Foreword – Councillor Abdul Jabbar MBE, Cabinet Member for Finance & Corporate Resources

As we continue to invest in improving Oldham, it is with great pleasure and a deep sense of purpose that I introduce this Social Value Policy. This policy reflects our unwavering commitment to enhancing Oldham's social fabric and underscores our dedication to creating a lasting positive impact, ensuring every £ we spend has the maximum impact for Oldham's communities.

In today's interconnected world, the concept of social value has become a guiding principle for responsible and ethical organisations. At Oldham Council, we firmly believe that true success is measured not just in terms of economic gains but in the positive contributions we make to the well-being and prosperity of our residents.

Our Social Value Strategy is rooted in a resident-focused approach, recognising that the heartbeat of any community is its people. We are committed to actively engaging with residents, understanding their needs, and collaboratively finding innovative solutions to the challenges we face. By prioritising a resident focused approach, we aim to ensure that our initiatives are not only relevant but genuinely transformative, reflecting the aspirations of the communities we serve.

Maximising impact is at the core of our strategy. We understand that the true measure of our success lies in the positive change we bring to the lives of individuals and the broader community. Whether through our Creating a Better Place programme, educational initiatives, or fostering a culture of inclusivity, we are dedicated to leaving a meaningful and lasting legacy for Oldham.

As we embark on this journey, we recognise the importance of collaboration and partnerships. True social value cannot be achieved in isolation. It requires the collective efforts of businesses, residents, and our voluntary sector partners working together. We are excited about the prospect of forging strong alliances that increase our impact and make a real difference to our residents.

Together, let us continue to build a future where social value is not just a strategy but a way of life, where every action, big or small, contributes to the well-being and prosperity of our community.

Policy statement

We're committed to creating a local area that meets our residents' needs and makes them proud. We will work alongside partners to enhance the wider economic, social, and environmental impacts of our actions and spending decisions.

Contents

Policy statement..... 1

What is social value? 2

Context & background..... 2

Policy purpose 3

How will social value be achieved at Oldham? 3

Understanding our residents' needs 3
Working collaboratively with partners 3
Reporting and monitoring our progress 4
Oldham Council TOM System™ 4
Leading by example 5
How will success be managed? 6
Future ambitions 6
Feedback 6
Appendix 7
Appendix 1: Oldham Council TOM System Framework 7
Appendix 2: Useful links 7

What is social value?

Social value is the positive value that an organisation contributes to society, beyond its core obligations, and covers three main areas:

1. Economy (including employment opportunities)
2. Community
3. Environment

The term 'social value' was first introduced by The Public Services (Social Value) Act 2012. The act placed responsibility on public sector organisations, and their suppliers, to consider how wider economic, community and environmental benefits could be delivered as part of commissioning goods, works and services.

Context & background

Oldham have been operating as a Co-operative Council since 2011. We are committed to putting our residents first, at the heart of decision making, and influencing others with whom we work with to do the same. We first adopted social value measurement in 2012, and the whole council continues to explore ways that social value can infiltrate other council activity to inform better decision-making.

Social value is the golden thread between our Corporate Plan and the Oldham Plan objectives and our commissioning and procurement processes. This means purchasing goods and services which not only meet core requirements but also uphold our wider aspirations and strategic goals as a Council. Across the council we are working towards improving the lives of the people living here, across education, work, our neighbourhoods, communities and VCFSE (Voluntary and Community, Faith and Social Enterprise sector. Our aims and priorities include:

- Healthy, safe, and well supported residents
- A great start and skills for life
- Better jobs and dynamic businesses
- Quality homes for everyone
- A clean and green future

In recognition of our place within the Greater Manchester region, we are also aligning our efforts to the priorities within the Greater Manchester Strategy 2021-2031, published by GMCA:

- A greener GM
- A fairer GM
- A more prosperous GM

Our holistic approach ensures we make Oldham the best place it can be.

Policy purpose

After more than a decade of annual budget cuts, it is increasingly important to secure the maximum possible value from every pound of public money that we spend across commissioning and procurement and formalise our approach to addressing the needs in our community.

The purpose of the policy is to govern our approach to including social value within commissioning, procurement, and other wider practices at the Council. It sets out our approach to working with our staff, partners, suppliers, and service providers to ensure additional benefits are delivered through all council activity, creating the best possible outcomes for our residents and communities. For example:

- Identifying opportunities to safeguard and remove barriers to employment for vulnerable residents.
- Increasing opportunities for young people to engage in youth and wellbeing activities.
- Promoting the use of green spaces and recycling initiatives.

How will social value be achieved at Oldham?

Social value will be achieved through four priority workstreams. These include targeting residents' needs, working with our partners, robust measurement and leading by example. Further details on these are below.

Understanding our residents' needs

Our approach to delivering social value is dynamic and based on data from the community. Oldham Council has conducted a local needs analysis, based on the indices of multiple deprivation, to identify pockets where extra support is needed to inform a targeted approach to delivering social value. If you're a supplier, partner or civil servant looking to better target your offer and services, explore the needs analysis here.

Working collaboratively with partners

At Oldham Council we recognise that everyone has a responsibility to deliver social value. We are committed to working with organisations who share our values and ambitions and who will help to create positive impact and tangible outcomes for residents and communities.

Social value outcomes are embedded within all commissioning and procurement practices at the Council. For any contracts above £100,000, the following process is adopted:

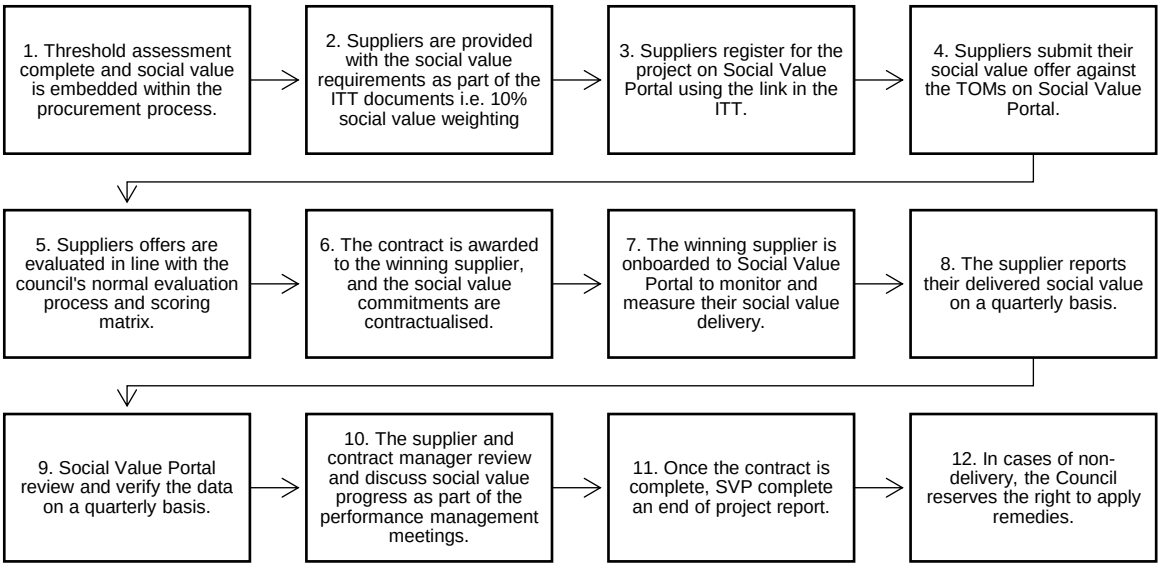


Figure 2: Step-by-step process to include social value in contracts over £100,000.

The Council are committed to generating as much social value as possible for their residents, therefore, social value requirements are included within contracts below £100,000 using a smaller set of TOMs. Progress is then monitored and measured by the Council.

We will provide knowledge, guidance, and support to all our partners and supply chain to achieve the greatest impact.

Reporting and monitoring our progress

To monitor and measure social value success, Oldham Council uses a social value measurement framework based on the TOM System.

The TOM (Themes, Outcomes and Measures) System was launched in 2017 to provide a flexible, measures-based calculation framework designed to articulate social value outcomes in financial and non-financial terms. The system was developed by the National Social Value Taskforce, and is endorsed by the Local Government Association, to be adopted widely throughout UK local government as a minimum reporting standard. For more information on the TOM System click here.

The needs and priorities of Oldham residents identified within the Corporate Plan and The Oldham Plan have been mapped to the TOM System to provide a robust and transparent structure to direct social value within Oldham.

Oldham Council TOM System™

Theme	Outcome
A great start and skills for life	More opportunities for Oldham's most disadvantaged residents
	Improved skills for Oldham residents
	Improved skills for Oldham's most disadvantaged residents

Better jobs and dynamic businesses	Growing Oldham's Local Employment
	Improved employability of Oldham's young people
	Social innovation to create local skills and employment
	Increased collaboration with Oldham's MSMEs and VCFSEs
	Social innovation to support responsible business
Health, safe and well-supported residents	Creating a healthier community
	Improving staff wellbeing and mental health
	More working with the Oldham community
	Social innovation to enable healthier safer and more resilient communities
A clean and green future	Carbon emissions are reduced
	Air pollution is reduced
	Safeguarding the natural environment in Oldham
	Resource efficiency and circular economy solutions are promoted
	Sustainable Procurement is promoted
	Social innovation to safeguard the environment and respond to the climate emergency

Figure 1: Oldham Council TOM System

The full framework can be found in the appendix.

Our measurement framework is used to guide contractor's commitments during the commissioning and procurement stage and then built into the contract where success is monitored.

Oldham Council have partnered with Social Value Portal since March 2020 to measure, procure, manage, and report their suppliers' additional social value contributions to society.

For more information on Social Value Portal click here.

Leading by example

For Oldham, social value is about more than just commissioning and procurement, it is our Council ethos, and we are committed to supporting our communities to thrive. As a result, the Council aims to lead by example by focusing on:

- Employing locally
- Becoming Living Wage Foundation accredited
- Working with local suppliers
- Supporting their Voluntary, Community, Faith, and Social Enterprise (VCFSE) sector
- Improving their employee's health and wellbeing
- Achieving carbon neutrality as a Council by 2025 and as a Borough by 2030: The Oldham Green New Deal Strategy

Innovation

Innovation is at the heart of social value, thinking differently with a willingness to explore new opportunities to positively impact our residents and voluntary and business community.

Oldham Council seeks to be an exemplar authority of social value, pushing the boundaries and trying new solutions in an attempt to responding to the issues which affect our community. This is a time to tear up the rule book and redefine how public services are commissioned and delivered.

How will success be managed?

The ownership and governance of social value sits within the Procurement Team at Oldham Council. However, each individual contract manager, project manager, service area lead or commissioner, has a responsibility to ensure that supplier's social value commitments are delivered, and that success is shared.

To measure the success of this policy, our Procurement Team will produce a Social Value Statement annually, in line with guidance from the Local Government Association. The statement will assess the progress that we make in terms of delivered social and local economic value. These yearly assessments will inform any updates and improvements to the policy after the initial 3-year term.

Future ambitions

Oldham Council are on a journey to continuously improve their social value approach and are invested in understanding how social value can be embedded in wider council activities. In 2022, we completed the Social Value Maturity Index to create an action plan to ensure we are maximising social value creation within all service areas.

Our future ambitions include:

- Create council-wide targets relating to social value.
- Reduce barriers for different businesses and sectors to engage with social value i.e., VCFSEs, SMEs, MSMEs.
- Celebrate success, internally and externally via the creation of case studies.

Feedback

Our policy is in place for a 5-year term, with a review to be completed by the Council after 3-years. For more information on our approach to social value or to provide feedback on this policy, please contact emily.molden@oldham.gov.uk.

Appendix

Appendix 1: Oldham Council TOM System Framework

[INSERT LINK ONCE TOMS UPDATED AND ONLINE]

There are three versions of Oldham Council's TOM System to ensure the framework remains relevant and proportional within the scope of contracts:

Oldham TOM System	Lite TOM System	Master TOM System	Construction TOM System
Threshold	Applied to contracts £100,000-£189,000	Applied to contracts £189,000 and above	Applied to all construction sector contracts
Overview	This version includes a shorter, simpler menu of measures for smaller and lower value contracts that any supplier can contribute to.	This version contains additional measures which offers suppliers more scope and opportunity to use their capabilities to deliver a more coordinated, impactful series of social value activity.	This version includes a menu of measures which are most relevant to the characteristics and capabilities of the construction sector to deliver more focused and local impact.

Appendix 2: Useful links

- [LIST / LINKS TO DOCUMENTS ON THE INTERNET SITE AND GUIDANCE]

This page is intentionally left blank

Oldham Master TOMs 2022

For further information on TOMs, please refer to the TOMs Handbook or the National TOMs Framework.

Jobs: Oldham's Inclusive Economy: Growing Oldham's Local Employment			
Reference	**Measure**	**Requirements**	**Guidance**
OT1/NT1 **Units** no. people FTE **Proxy** Localised by project	**No. of full time equivalent direct local employees (FTE) hired or retained for the duration of the contract** **Definition** The full time annual equivalent (FTE) number of people directly employed on the contract , e.g. as a result of this procurement requirements (if you are the procuring organisation) or other set targets. If you are the bidding organisation or are reporting for measurement, only direct employees should be included here, while employment through supply chain can be captured through NT1c where this is included. Employees should be residing in the local area and with an employment contract duration of at least one year, unless the overall duration of the contract is less (in which case it is at least the overall duration of the contract). Please refer to the definition of local area provided for the contract. Measure NT1b might signpost specific targeted areas found in LIST NT1b. If you are recording direct employees under NT1b please ensure no double counting occurs. Please check evidence requirements for details on postcode collection.	**Target guidance** Summarise your strategy for directly employing your target number of local people on this contract. For example, if you plan to advertise in local newspapers, please explain which ones and how regularly. Or, if you will cooperate with local job centres, please specify which ones and how you will approach engaging with them. **Evidence required** Specify the number of qualifying employees directly employed on this contract (for details on what a qualifying employee is defined as, please see the Definition box of this Measure). For each qualifying employee, specify: 1.) the duration of employment; 2.) the employment status (e.g. full time or part time); 3.) the Full-Time Equivalent (FTE); 4.) the first half of their home postcode (i.e. the postcode district). For example, Employee 1: 6 months; full-time; 0.5 FTE; SE1. Information provided should be made compliant with data protection requirements (GDPR).	**Unit guidance** The proxy value can be applied to a person working full time for a year, so if you are employing people part-time, or if the duration of the contract is shorter than one year, please calculate the full time equivalent (FTE) number of employees for the year. Please note that only direct employees with a contract duration that is at least one year or that lasts the full duration of the contract (if this is shorter than one year) can be included within this Measure. While there is no fixed definition of full time employment, an FTE of 1.0 corresponds to having one person employed on a full time basis for a period of 12 months. For example, two people employed full time for six months would equal 1.0 FTE. We define full time employment here as working at least 35 hours per week.
OT1b		**Target guidance**	**Unit guidance**

Reference	Measure	Requirements	Guidance
Units no. people FTE **Proxy** Localised by project **Double counting** Do not double count with **NT1**	**No. of full time equivalent local employees (FTE) hired or retained directly or through the supply chain for the duration of the contract who are resident in targeted areas** **Definition** The full time annual equivalent (FTE) number of people directly employed on the contract or employed through the supply chain. If you are a bidder you can include also jobs created though your own supply chain here. Recorded employees should be residing in the selected targeted areas (LIST NT1b) and with an employment contract duration of at least one year, unless the overall duration of the contract is less (in which case it is at least the overall duration of the contract). Please refer to the list of targeted areas provided for this measure and for the specific contract (LIST NT1b). Please check evidence requirements for details on postcode collection. Include both direct employment and unlocked through the supply chain as a result of your procurement requirements. Should not be double counted with NT18/NT18a/NT19/NT19a. If you are recording direct employees under NT1 please ensure no double counting occurs.	Summarise your strategy for employing your target number of people from targeted areas on this contract. For example, if you plan to advertise in local newspapers, please explain which ones and how regularly. Or, if you will cooperate with local job centres, please specify which ones and how you will approach engaging with them. **Evidence required** Specify the number of qualifying employees on this contract (for details on what a qualifying employee is defined as, please see the Definition box of this Measure). For each qualifying employee, specify: 1.) the duration of employment; 2.) the employment status (e.g. full time or part time); 3.) the Full-Time Equivalent (FTE); 4.) the first half of their home postcode (i.e. the postcode district). For example, Employee 1: 6 months; full-time; 0.5 FTE; SE1. Information provided should be made compliant with data protection requirements (GDPR).	The proxy value can be applied to a person working full time for a year, so if you are employing people part-time, or if the duration of the contract is shorter than one year, we ask you to calculate the full time equivalent (FTE) number of employees for the year. Please note that only employees with a contract duration that is at least one year or lasts the full duration of the contract (if this is shorter than one year) can be included within this measure. While there is no fixed definition of full time employment, an FTE of 1.0 corresponds to having one person employed on a full time basis for a period of 12 months. For example, two people employed full time for six months would equal 1.0 FTE. We define full time employment here as working at least 35 hours per week. Include both direct employment and jobs unlocked through the supply chain as a result of your procurement requirements. Do not double count direct and supply chain employment for the same areas with other relevant measures.
OT58 **Units** no. people FTE **Proxy** £0	**No. of BAME employees (FTE) hired on the contract**		
OT59	**No. of Over 50 y.o. employees (FTE) hired on the contract**		

Reference	Measure	Requirements	Guidance
Units no. people FTE **Proxy** £0			

Jobs: Oldham's Inclusive Economy: More opportunities for Oldham's most disadvantaged residents

Reference	Measure	Requirements	Guidance
OT3/NT3 **Units** no. people FTE **Proxy** £20,429 **Double counting** Do not double count with **NT4, NT4a, NT5a, NT6**	**No. of full time equivalent employees (FTE) hired on the contract who are long term unemployed (unemployed for a year or longer)** **Definition** This Measure applies to direct employees only and can only be applied once per employee, for the first year of employment. This is to record people directly employed as a result of a specific and deliberate employment initiative. Record the number of full time annual equivalent (FTE) employees taken on as a result of the contract that had been claiming Jobseeker's Allowance (JSA) or Universal Credit unemployment benefits for at least the 12 months preceding the start of the employment contract. For a definition of long term unemployment see: https://tinyurl.com/ycktsk4n. The value is additional to NT1, so that the job can be counted both as NT1 and in this Measure if the conditions apply. Entries should not be double counted with any additional initiatives around employment from disadvantaged groups in this outcome (e.g. NT3a, NT3b, NT3c, NT3d, NT4, all NT5s, NT6, NT76 etc).	**Target guidance** Summarise your strategy for employing your target number of long-term unemployed people on this contract. For example, it is likely you will need to cooperate with job centres or other specialist organisations so please specify the organisations you intend to partner with and how you will approach working with them. **Evidence required** Specify the number of qualifying employees on this contract (for details on how a qualifying employee is defined please see the Definition box of this Measure). For each qualifying employee, specify: 1.) the duration of employment; 2.) the employment status; 3.) the Full-Time Equivalent (FTE); 4.) that this is the first employment experience after having been long-term unemployed; 5.) how long they were unemployed for before the start of the employment contract. For example, Employee 1: 1 year; full-time; 1 FTE; this is the first employment experience after 14 months of unemployment. Provide details of any	**Unit guidance** The proxy value can be applied to a person working full time for a year, so if you are employing people part-time, or if the duration of the contract is shorter than one year, please calculate the full time equivalent (FTE) number of employees for the year. Please note that only direct employees with a contract duration that is at least one year or that lasts the full duration of the contract (if this is shorter than one year) can be included within this Measure. While there is no fixed definition of full time employment, an FTE of 1.0 corresponds to having one person employed on a full time basis for a period of 12 months. For example, two people employed full time for six months would equal 1.0 FTE. We define full time employment here as working at least 35 hours per week.

Reference	Measure	Requirements	Guidance
		organisation partnered with. Information provided should be made compliant with data protection requirements (GDPR).	
OT4/NT4 **Units** no. people FTE **Proxy** £15,382.90 **Double counting** Do not double count with **NT3, NT4a, NT5a, NT6**	**No. of full time equivalent employees (FTE) hired on the contract who are NOT in Employment, Education, or Training (NEETs)** **Definition** This Measure applies to direct employees only and can only be applied once per employee, for the first year of employment. This is to record people employed as a result of a specific and deliberate employment initiative. Record the full time annual equivalent (FTE) number of 16-24 yr. old employees taken on as a result of the contract that had not been in employment, education, or training (NEET) before the start of the employment contract. See the following link for a list of categories included: https://tinyurl.com/3vz7h8wv. The value is additional to NT1, so that the job can be counted both as NT1 and in this Measure if the conditions apply. Entries should not be double counted with any additional initiatives around employment from disadvantaged groups in this outcome (e.g. all NT3s, NT4, all NT5s, NT6, NT76 etc).	**Target guidance** Summarise your strategy for employing your target number of people who are NEET on this contract. For example, it is likely you will need to cooperate with job centres or other specialist organisations so please specify the organisations you intend to partner with and how you will approach working with them. **Evidence required** Specify the number of qualifying employees on this contract (for details on how a qualifying employee is defined please see the Definition box of this Measure). For each qualifying employee, specify: 1.) the duration of employment; 2.) the employment status; 3.) the Full-Time Equivalent (FTE); 4.) whether this is the first employment experience after having been NEET. For example, Employee 1: 3 months; full-time; 0.25 FTE; this is the first employment experience after being NEET. Provide details of any organisation partnered with. Information provided should be made compliant with data protection requirements (GDPR).	**Unit guidance** The proxy value can be applied to a person working full time for a year, so if you are employing people part-time, or if the duration of the contract is shorter than one year, please calculate the full time equivalent (FTE) number of employees for the year. Please note that only direct employees with a contract duration that is at least one year or that lasts the full duration of the contract (if this is shorter than one year) can be included within this Measure. While there is no fixed definition of full time employment, an FTE of 1.0 corresponds to having one person employed on a full time basis for a period of 12 months. For example, two people employed full time for six months would equal 1.0 FTE. We define full time employment here as working at least 35 hours per week.
OT5a/NT5a **Units** no. people FTE **Proxy** £23,056.23	**No. of full time equivalent employees (FTE) aged 18-24 y.o. hired on the contract who are rehabilitating or ex-offenders.** **Definition** This Measure applies to direct employees only. This is to record people employed as a result of a specific and deliberate employment initiative. Record the full time annual	**Target guidance** Summarise your strategy for employing your target number of 18-24 year old rehabilitating offenders on this contract. For example, it is likely you will need to cooperate with job centres or other specialist organisations so please specify the organisations you intend to partner with and how you will approach working with them.	**Unit guidance** The proxy value can be applied to a person working full time for a year, so if you are employing people part-time, or if the duration of the contract is shorter than one year, please calculate the full time equivalent (FTE) number of employees for the year. Please note that only direct employees with a contract duration that is at least one year or that lasts the full

Reference	Measure	Requirements	Guidance
Double counting Do not double count with **NT3, NT4, NT4a, NT6**	equivalent (FTE) number of employees aged 18 to 24 taken on as a result of the contract that were within the rehabilitation period before the start of the employment contract. Support from Youth Offending Teams (https://tinyurl.com/4hnbx6c8), Jobcentre Plus or other agencies carrying out specific programmes may be beneficial in identifying eligible individuals. For guidance about rehabilitation periods see: https://tinyurl.com/39y3s2d2. The value is additional to NT1, so that the job can be counted both as NT1 and in this Measure if the conditions apply. Entries should not be double counted with any additional initiatives around employment from disadvantaged groups in this outcome (e.g. all NT3s, NT4, all NT5s, NT6, NT76 etc).	**Evidence required** Specify the number of qualifying employees on this contract (for details on how a qualifying employee is defined please see the Definition box of this Measure). For each qualifying employee, specify: 1.) the duration of employment; 2.) the employment status; 3.) the Full-Time Equivalent (FTE); 4.) that they were a 18-24 year old rehabilitating offender before the start of the employment contract; that this is the first employment experience as an ex-offender. For example, Employee 1: 3 months; full-time; 0.25 FTE; was a 23 years old ex-offender before the start of the employment contract; this is the first employment experience. Provide details of any organisation partnered with. Information provided should be made compliant with data protection requirements (GDPR).	duration of the contract (if this is shorter than one year) can be included within this Measure. While there is no fixed definition of full time employment, an FTE of 1.0 corresponds to having one person employed on a full time basis for a period of 12 months. For example, two people employed full time for six months would equal 1.0 FTE. We define full time employment here as working at least 35 hours per week.
OT5/NT6 **Units** no. people FTE **Proxy** £16,605 **Double counting** Do not double count with **NT3, NT4, NT4a, NT5a**	**No. of full time equivalent disabled employees (FTE) hired on the contract** **Definition** This Measure applies to direct employees only and can only be applied once per employee, for the first year of employment. This is to record people employed as a result of a specific and deliberate employment initiative. Record the full time annual equivalent (FTE) number of employees taken on that are disabled. A disabled person is defined as "someone with a physical or mental impairment that has a 'substantial' and 'long-term' effect on their ability to do normal daily activities" (Equality Act 2010). For guidance about employing disabled people and support programmes for employers please see: https://tinyurl.com/ycktezay. The value is	**Target guidance** Summarise your strategy for employing your target number of disabled people on this contract. For example, it is likely you will need to cooperate with job centres, care homes or charities so please specify the organisations you intend to partner with and how you will approach working with them. **Evidence required** Specify the number of qualifying employees on this contract (for details on how a qualifying employee is defined please see the Definition box of this Measure). For each qualifying employee, specify: 1.) the duration of employment; 2.) the employment status; 3.) the Full-Time Equivalent (FTE). For example, Employee 1: 3 months; full-time; 0.25 FTE. Provide details of any organisation partnered	**Unit guidance** The proxy value can be applied to a person working full time for a year, so if you are employing people part-time, or if the duration of the contract is shorter than one year, please calculate the full time equivalent (FTE) number of employees for the year. Please note that only direct employees with a contract duration that is at least one year or that lasts the full duration of the contract (if this is shorter than one year) can be included within this Measure. While there is no fixed definition of full time employment, an FTE of 1.0 corresponds to having one person employed on a full time basis for a period of 12 months. For example, two people employed full time for six months would equal 1.0 FTE. We define full time employment here as working at least 35 hours per week.

Reference	Measure	Requirements	Guidance
	additional to NT1, so that the job can be counted both as NT1 and in this Measure if the conditions apply. Entries should not be double counted with any additional initiatives around employment from disadvantaged groups in this outcome (e.g. all NT3s, NT4, all NT5s, NT6, NT76, etc).	with. Information provided should be made compliant with data protection requirements (GDPR).	

Jobs: Promote Local Skills and Employment: More opportunities for disadvantaged people

Reference	Measure	Requirements	Guidance
OT4a/NT4a **Units** no. people FTE **Proxy** £15,382.90 **Double counting** Do not double count with **NT3, NT4, NT5a, NT6**	**No. of full time equivalent 16-25 year old care leavers (FTE) hired on the contract** **Definition** This Measure applies to direct employees only and can only be applied once per employee, for the first year of employment. This is to record people employed as a result of a specific and deliberate employment initiative. Record the full time annual equivalent (FTE) number of 16-24 yr. old employees taken on as a result of the contract that had not been in employment, education, or training (NEET) before the start of the employment contract. See the following link for a list of categories included: https://tinyurl.com/3vz7h8wv. The value is additional to NT1, so that the job can be counted both as NT1 and in this Measure if the conditions apply. Entries should not be double counted with any additional initiatives around employment from disadvantaged groups in this outcome (e.g. all NT3s, NT4, all NT5s, NT6, NT76, etc).	**Target guidance** Summarise your strategy for employing your target number of people who are NEET on this contract. For example, it is likely you will need to cooperate with job centres or other specialist organisations so please specify the organisations you intend to partner with and how you will approach working with them. **Evidence required** Specify the number of qualifying employees on this contract (for details on how a qualifying employee is defined please see the Definition box of this Measure). For each qualifying employee, specify: 1.) the duration of employment; 2.) the employment status; 3.) the Full-Time Equivalent (FTE); 4.) whether this is the first employment experience after having been NEET. For example, Employee 1: 3 months; full-time; 0.25 FTE; this is the first employment experience after being NEET. Provide details of any organisation partnered with. Information provided should be made compliant with data protection requirements (GDPR).	**Unit guidance** The proxy value can be applied to a person working full time for a year, so if you are employing people part-time, or if the duration of the contract is shorter than one year, please calculate the full time equivalent (FTE) number of employees for the year. Please note that only direct employees with a contract duration that is at least one year or that lasts the full duration of the contract (if this is shorter than one year) can be included within this Measure. While there is no fixed definition of full time employment, an FTE of 1.0 corresponds to having one person employed on a full time basis for a period of 12 months. For example, two people employed full time for six months would equal 1.0 FTE. We define full time employment here as working at least 35 hours per week.

Page 348

Reference	Measure	Requirements	Guidance
Jobs: Promote Local Skills and Employment: Improved skills for Oldham residents			
Reference	**Measure**	**Requirements**	**Guidance**
OT8/NT8 **Units** no. staff hours **Proxy** £16.93 **Double counting** Do not double count with **NT11**	**No. of staff hours spent on local school and college visits supporting pupils e.g. delivering career talks, curriculum support, literacy support, safety talks (including preparation time)** **Definition** This is the number of staff hours dedicated to the preparation and delivery of curriculum related activities in schools and colleges (talks at universities cannot be captured under this measure) including literacy support, career talks, safety talks, etc. Please provide a description of the range of activities provided. Reported activities should not be double counted with other similar Measures, including NT17 and NT29.	**Target guidance** Summarise your workplan for delivering your target number of local school and college visits. Provide a breakdown of the number of staff hours to be spent on each visit (preparation versus delivery). For example, if 10 staff will spend 3 hours each, then the total number of hours reported should be 30. **Evidence required** Provide the names of the schools/colleges visited and a breakdown of the number of staff hours spent on each visit (including time spent preparing and then delivering the session). For example, if 10 staff have spent 3 hours each on a visit, then the total number of hours reported for that visit should be 30. Describe the visits and the activities delivered and provide any supporting information, e.g. a confirmation from the school/college after the visit. Information provided should be made compliant with data protection requirements (GDPR).	**Unit guidance** Example: if 10 staff have spent 3 hours each, then the total number of hours reported should be 30.
Jobs: Promote Local Skills and Employment: Improved skills for Oldham Residents			
Reference	**Measure**	**Requirements**	**Guidance**
OT9/NT9 **Units** no. weeks	**No. of weeks of training opportunities (BTEC, City & Guilds, NVQ, HNC - Level 2,3, or 4+) on the contract that have either been**	**Target guidance** Specify the number of people in vocational qualification training on this contract and the number of weeks of training per person. Provide details of the accredited training	**Unit guidance** Record weeks of vocational qualification training provided on the contract, even when

Reference	Measure	Requirements	Guidance
Proxy £317.82 **Double counting** Do not double count with **NT10, NT9a, NT10a, NT10b**	**completed during the year, or that will be supported by the organisation until completion in the following years** **Definition** This Measure applies to direct employees only and does not include staff upskilling (for upskilling use NT80 and NT81). Time spent as part of training opportunities created specifically for the contract or that are made use of on contract can be counted, for those weeks during which a person works primarily on contract. Only vocational training opportunities supported to completion should be counted, even when that completion will occur after the end of the contract. For a description of the qualification levels see: https://tinyurl.com/mry393vr. To find registered qualifications see: https://tinyurl.com/2ju3m72a. The social value proxy is appropriate for opportunities that are for new employees, not existing employees. Should not be double counted with NT10, NT80, NT81 and other Measures around apprenticeships or vocational qualifications.	provider, the type and the level of the outcomes achieved as well as the resulting training qualification. Information provided should be made compliant with data protection requirements (GDPR). Provide information on the number of weeks provided by level of qualification. **Evidence required** Specify the number of people in vocational qualification training on this contract and the number of weeks of training per person. Provide details of the accredited training provider, the type and the level of the outcomes achieved as well as the resulting training qualification. Information provided should be made compliant with data protection requirements (GDPR). Provide information on the number of weeks provided by level of qualification.	the opportunity is supported beyond the duration of the contract, as long as it will be supported to completion.
OT10/NT10 **Units** no. weeks **Proxy** £251.79 **Double counting** Do not double count with **NT9, NT9a,**	**No. of weeks of apprenticeships or T-Levels (Level 2,3, or 4) provided on the contract (completed or supported by the organisation)** **Definition** This Measure applies to direct employees only and does not include staff upskilling (for upskilling use NT80 and NT81). Time spent as part of apprenticeships created specifically for the contract or that are made use of on contract can be counted, for those weeks during which apprentices work primarily on	**Target guidance** Summarise your strategy for providing the target number of apprenticeship weeks on this contract, including details of how you will support completion of the apprenticeships. If possible, provide details of the accredited training provider, the type and the level of the apprenticeships to be achieved as well as the resulting qualifications. If an apprenticeship has been part financed through the apprenticeship levy attribution has to be applied, to account for reduced costs of provision for the apprenticeship provider.	**Unit guidance** Record weeks of training for the apprenticeships provided on the contract, even when the opportunity is supported beyond the duration of the contract, as long as the apprenticeship will be supported to completion.

Reference	Measure	Requirements	Guidance
NT10a, NT10b	contract. Only apprenticeships supported to completion should be counted, even when that completion will occur after the end of the contract. For a description of the qualification levels see: https://tinyurl.com/mry393vr. To find registered qualifications see: https://tinyurl.com/2ju3m72a. The social value proxy is appropriate for opportunities that are for new employees, not existing employees. Should not be double counted with NT9.	**Evidence required** Specify the number of people on apprenticeships on this contract and the number of apprenticeship weeks per person. Provide details of the accredited training provider, the type and the level of the apprenticeship achieved, as well as the resulting qualification. Information provided should be made compliant with data protection requirements (GDPR). Provide information on the number of weeks provided by level of qualification. If an apprenticeship has been part financed through the apprenticeship levy attribution has to be applied, to account for reduced costs of provision for the apprenticeship provider.	

Jobs: Oldham's Inclusive Economy: Improved skills for Oldham residents

Reference	Measure	Requirements	Guidance
OT9b **Units** no. weeks **Proxy** £0	**No. of weeks of local Pre-Employment opportunities on the contract that have either been completed during the year, or that will be supported by the organisation until completion in the following years - Levels 0 or 1**		
OT12/NT12 **Units** no. weeks **Proxy** £194.50	**No. of weeks spent on meaningful work placements or pre-employment course; 1-6 weeks student placements (unpaid)** **Definition** Work placements indicate a temporary work experience within a company, for example working on junior-level tasks for the purpose of gaining experience and insight into the	**Target guidance** Summarise your strategy for providing your target number of weeks of student work placements or pre-employment courses on this contract. Specify the type of student work placements or/and pre-employment courses that will be provided, including what kind of industry-based experience they will result in and how. As you will cooperate with schools,	**Unit guidance** Number of total student placement weeks on the contract (only student placements between 1-6 weeks).

Reference	Measure	Requirements	Guidance
	industry, or a more skill specific graduate position. Only work placements for students with a duration of 1 to 6 weeks (typically unpaid) should be registered here. The cumulative number of weeks (from 1 to 6 for each student work placement) should be registered. This Measure does not apply to placements longer than 6 weeks as the National TOMs framework discourage unpaid long-term employment. For guidance please see: https://tinyurl.com/2p8nk5fb. Should not be double counted with other work placement Measures.	colleges, or universities, please specify which ones and how you will approach this. **Evidence required** Specify the number of people in student work placements or pre-employment courses on this contract, and for each person specify: the duration in weeks and type of the work placement or pre-employment course. Describe the industry-based experience gained and provide details of the school, college or university partnered with. Information provided should be made compliant with data protection requirements (GDPR).	

Jobs: Oldham's Inclusive Economy: Improved skills for Oldham's most disadvantaged residents

Reference	Measure	Requirements	Guidance
OT9a/NT9a **Units** no. weeks **Proxy** £317.82 **Double counting** Do not double count with **NT9, NT10, NT10a, NT10b**	**No. of weeks of training opportunities (BTEC, City & Guilds, NVQ, HNC - Level 2,3, or 4+) on the contract that have either been completed during the year, or that will be supported by the organisation until completion in the following years - delivered for specified groups (e.g. NEETs, under-represented gender and ethnic groups, disabled, homeless, rehabilitating young offenders)** **Definition** This Measure applies to direct employees only and does not include staff upskilling (for upskilling use NT80 and NT81). Time spent as part of training opportunities created specifically for the contract or that are made use of on contract can be counted, for those weeks during which a person works primarily	**Target guidance** Summarise your strategy for providing your target number of weeks of training for vocational qualifications on this contract and for engaging with the listed target categories (LIST NT9a), including details of how you will support completion of the qualifications. If possible, provide details of the accredited training provider, the type and the level of the outcomes to be achieved as well as the resulting qualification. If you are going to work with a charity or third sector partner to reach the targeted group, please provide details for those. **Evidence required** Provide evidence of how you have reached the targeted categories - e.g. targeted upskilling programme reports or documented	**Unit guidance** Record weeks of training provided on the contract, even when the opportunity is supported beyond the duration of the contract, as long as it will be supported to completion.

Reference	Measure	Requirements	Guidance
	on contract. Please refer to the list of target groups specified for this Measure on the contract (LIST NT9a). Only vocational training opportunities supported to completion should be counted, even when that completion will occur after the end of the contract. For a description of the qualification levels see: https://tinyurl.com/mry393vr. To find registered qualifications see: https://tinyurl.com/2ju3m72a. The social value proxy is appropriate for opportunities that are for new employees, not existing employees. Should not be double counted with NT10 and other Measures around apprenticeships or vocational qualifications.	partnerships with a relevant third sector organisation. Specify the number of people in training on this contract including the number of weeks of training per person. Provide details of the accredited training provider, the type and the level of the outcomes achieved as well as the resulting training qualification. Information provided should be made compliant with data protection requirements (GDPR). Provide information on the number of weeks provided by level of qualification.	
OT10a/NT10a **Units** no. weeks **Proxy** £251.79 **Double counting** Do not double count with **NT9, NT10, NT9a, NT10b**	**No. of weeks of apprenticeships or T-Levels (Level 2,3, or 4) provided on the contract (completed or supported by the organisation) - delivered for specified groups (e.g. NEETs, under-represented gender and ethnic groups, disabled, homeless, rehabilitating young offenders)** **Definition** This Measure applies to direct employees only and does not include staff upskilling (for upskilling use NT80 and NT81). Time spent as part of apprenticeships created specifically for the contract or that are made use of on contract can be counted, for those weeks during which apprentices work primarily on contract. Please refer to the list of target groups specified for this Measure on the contract (LIST NT10a). Only apprenticeships supported to completion should be counted, even when that completion will occur after the end of the contract. For a description of the qualification levels see:	**Target guidance** Summarise your strategy for providing the target number of apprenticeship weeks on this contract, as well as your strategy for engaging with the listed target categories (LIST NT10a), including details of how you will support completion of the apprenticeships. If possible, provide details of the accredited training provider, the type and the level of the apprenticeships to be achieved, as well as the resulting qualifications. Provide details of any charity or third sector partner you plan to work with to reach the targeted group. If an apprenticeship has been part financed through the apprenticeship levy attribution has to be applied, to account for reduced costs of provision for the apprenticeship provider. **Evidence required** Provide evidence of how you have reached the targeted categories, e.g. targeted upskilling programme reports or documented partnerships with a relevant third sector	**Unit guidance** Record weeks of training for the apprenticeships provided on the contract for categories in LIST NT10a . Apprenticeships must be supported to completion, even if this support extends beyond the duration of the contract.

Reference	Measure	Requirements	Guidance
	https://tinyurl.com/mry393vr. To find registered qualifications see: https://tinyurl.com/2ju3m72a. The social value proxy is appropriate for opportunities that are for new employees, not existing employees. Should not be double counted with NT10.	organisation. Specify the number of people on an apprenticeship on this contract and the number of weeks of apprenticeship per person. Provide details of the accredited training provider, the type and the level of the apprenticeships achieved as well as the resulting qualification. Information provided should be made compliant with data protection requirements (GDPR). Provide information on the number of weeks provided by level of qualification. If an apprenticeship has been part financed through the apprenticeship levy attribution has to be applied, to account for reduced costs of provision for the apprenticeship provider.	

Jobs: Oldham's Inclusive Economy: Jobs: Oldham's Inclusive Economy: Improved employability of Oldham's young people

Reference	Measure	Requirements	Guidance
OT11/NT11 **Units** no. hrs (total session duration)*no. attendees **Proxy** £105.58 **Double counting** Do not double count with **NT8**	**No. of hours of 'support into work' assistance provided to unemployed people through career mentoring, including mock interviews, CV advice, and careers guidance** **Definition** This is the number of staff hours dedicated to individual or group employment support . This Measure requires support to be targeted and focussed on the participating individuals. Group sessions should therefore be of a size that allows for individuals to be supported based on their specific needs. Units targeted or claimed within this Measure should not be double counted with other similar Measures.	**Target guidance** Summarise your strategy for supporting unemployed people into work (including the number of staff hours to be spent and the number of people to be supported). Describe the activity/activities to be carried out and provide details of any partner organisations you will work with. **Evidence required** Specify number of sessions, and for each session the duration, number of staff providing unemployment support and unemployed people supported. Describe the activity/activities delivered and provide details of any organisation partnered with. Information provided should be made compliant with data protection requirements (GDPR).	**Unit guidance** The number of units reported should be calculated by multiplying the length of the session by the number of beneficiaries. For example, a 2-hour session attended by 8 unemployed people would be 16 hours, regardless of the number of people delivering the session.

Reference	Measure	Requirements	Guidance
Jobs: Oldham's Inclusive Economy: Improved employability of Oldham's young people			
Reference	**Measure**	**Requirements**	**Guidance**
OT42/NT42 **Units** % **Proxy** £0	**Percentage of contractors in the supply chain required (or supported if they are micro or small business) to pay at least Real Living wage** **Definition** The current Real Living wage for the UK as set by the Living Wage foundation is £9.90 per hour, while the London rate is £11.05 per hour (https://tinyurl.com/3avsvcu5). Please apply the appropriate rate as the relevant threshold depending on the contract. MSMEs (0-249 employees): Micro (0-9 employees), Small (10-49 employees), Medium (50-249 employees)	**Target guidance** Please specify what Real Living Wage rates you are applying (UK or London rate) and to which contractors. Please specify the total number of contractors, and the ones that will be paying Real Living Wage to all staff on the contract. Please specify how many of these you will be supporting to do so as MSMEs and how you will support them. **Evidence required** Please specify what Real Living Wage rates you have been applying (UK or London rate) and to which contractors. Please specify the total number of suppliers on the contract, and the ones that have been paying the Real Living Wage to all staff on the contract. Please specify how many of these you have supported to do so are MSMEs. All data should be reported in compliance with GDPR requirements.	**Unit guidance** (Total numbers of suppliers on the contract paying Real Living wage at relevant rate / Total number of suppliers on the contract) * 100; to arrive at a percentage
Jobs: Oldham's Inclusive Economy: Social innovation to create local skills and employment			
Reference	**Measure**	**Requirements**	**Guidance**
OT50/NT50 **Units** £ invested inc. time,	**Innovative measures to promote local skills and employment to be delivered on the contract - these could be e.g. co-designed with stakeholders or communities, or**	**Target guidance** Describe the initiatives and their relevance to the Measure. A breakdown of pounds (including number of staff hours valued at £16.93 per hour or at £101.00 if it is expert time) should be provided. Provide details of	**Unit guidance** £ invested - including staff time (volunteering valued at £16.93 per hours, expert time valued at £101.00 per hour) and materials, equipment, or other resources

Reference	Measure	Requirements	Guidance
materials, equipment etc **Proxy** £1	**aiming at delivering benefits while minimising carbon footprint from initiatives, etc.** **Definition** Innovative Measures to promote local skills and employment to be delivered on the contract.	any organisations that you will work with and specify whether they will be covering the reported cost with you and how. **Evidence required** Please provide a project report that evidences the activities carried out during the reporting period, their impact, the range of expert services provided, and a description of partnering organisations if any. A breakdown of pounds invested per type of investment - e.g. cash, staff time volunteering (valued at £16.93 per hour), staff time expert advice (valued at £101.00), equipment or equivalent value of other assets should be provided.	

Growth: Co-Operative Services: Increased collaboration with Oldham's MSMEs and VCFSEs

Reference	Measure	Requirements	Guidance
OT18/NT18 **Units** £ **Proxy** Localised by project **Double counting** Do not double count with **NT19, NT14**	**Total amount (£) spent in local supply chain through the contract** **Definition** Please refer to the definition of the local area specified for NT1. This should be calculated as the cumulative spend with suppliers that are based within the local area. A local multiplier figure for the Construction Industry and the Birmingham NUTS 3 area has been provided in the National TOMs framework. This figure should be tailored to the locality and industry for the project. Alternative methodologies include the LM3 methodology - where a local multiplier should still be computed for the relevant geographical area and based on the project's supply chain. Should not be double counted with NT14 and NT18a, NT19, NT19a.	**Target guidance** Provide a breakdown of pounds to be spent with organisations in your local supply chain on this contract. Specify the name of each eligible supplier, including the category/industry of goods/services to be procured from each as well as the first three digits of their postcode. **Evidence required** Provide a breakdown of: £ spent, name of organisation in your local supply chain, company size (micro, small, medium), industry or goods/service produced, first three digit of their postcode and distance from project location.	**Unit guidance** Total amount of £ spent with the supply chain within the defined local area for the project.

Reference	Measure	Requirements	Guidance
OT19/NT19 **Units** £ **Proxy** Localised by project **Double counting** Do not double count with **NT18, NT14**	**Total amount (£) spent through contract with local micro, small and medium enterprises (MSMEs)** **Definition** Please refer to the definition of the local area specified for NT1. This should be calculated as the cumulative spend with MSME suppliers that are based within the local area. A local multiplier figure for the Construction Industry and the Birmingham NUTS 3 area has been provided in the National TOMs framework. This figure should be tailored to the locality and industry for the project. Alternative methodologies include the LM3 methodology - where a local multiplier should still be computed for the relevant geographical area and based on the contract's supply chain. Should not be double counted with NT14 and NT18, NT18a NT19a. Micro (0-9 employees), Small (10-49 employees), Medium (50-249 employees).	**Target guidance** Provide a breakdown of £ to be spent with organisations in your supply chain within the specified local area for this contract. Specify the name of each eligible supplier, including the category (MSME)/industry of goods/services to be procured from each as well as the first three digits of their postcode. **Evidence required** Provide a breakdown of: £ spent, name of organisation in your local supply chain, company size (micro, small, medium), industry or goods/service produced, first three digit of their postcode and distance from project location.	**Unit guidance** Total amount of £ spent with MSMEs (0-249 employees) in the supply chain within the defined local area for the project.
OT15a **Units** no. staff expert hours **Proxy** £101 **Double counting** Do not double count with **NT15**	**Provision of expert business advice to help VCSEs and MSMEs achieve net zero carbon** **Definition** This is expert staff time (specifically around decarbonisation) dedicated to supporting Voluntary Community or Social Enterprises (VCSEs) or micro, small and medium enterprises (MSMEs) to achieve net zero carbon. In line with international ambitions, it is advised to aim for a reduction of emissions to net zero as soon as possible, with 2050 being the minimum target reflecting current UK government policy and an earlier target to be strongly encouraged. Many private sector	**Target guidance** Summarise your strategy for providing expert advice around decarbonisation to VCSEs/MSMEs to achieve net zero carbon. Provide the names of the VCSEs/MSMEs you will support or details of proposed options. Describe the number of staff hours to be spent in total and for each VCSE/MSME. Specify the type of expert advice that will be provided, including the type of qualification/role of the person delivering this advice. **Evidence required** Provide a breakdown of staff hours spent providing expert decarbonisation advice to VCSEs/MSMEs. Provide the details of the	**Unit guidance** This is the number of hours staff spend providing expert advice. For example, if 5 staff spend 2 hours providing expert advice, the total number of hours reported should be 10.

Reference	Measure	Requirements	Guidance
	organisations, sectoral institutions such as the World Green Building Council and more than 100 LAs have set the more ambitious 2030 target. Please include only the number of hours of expert staff time that has been provided by staff during working hours or on paid overtime, or that has been delivered as a direct result of an activity organised by the organisation and agreed with the employees. Please count only the time for delivering the activity (preparation time is not captured). Please see the toolkit guidance document for worked out examples on attribution. MSMEs are defined as 0-249 employees - Micro (0-9 employees), Small (10-49 employees), Medium (50-249 employees). The following Measures should not be double counted: NT15, NT16, NT17, NT24, NT25, NT26, NT27, NT28, and NT29. Please check also other relevant expert time Measures included.	VCSEs/MSMEs you have supported. Specify the number of staff hours spent supporting each VCSE/MSME, the type of expert advice provided, as well as the qualification/role of the person delivering this advice. Information provided should be made compliant with data protection requirements (GDPR).	
OT17 **Units** no. staff volunteering hours **Proxy** £16.93	**Number of voluntary hours donated to support VCSEs (excludes expert business advice)** **Definition** Volunteering is defined by the International Labour Organisation (2001) as 'unpaid non-compulsory work; that is, time individuals give without pay to activities performed either through an organisation or directly for others outside of the household'. Here, only staff volunteering hours should be recorded when time has been allocated for staff to spend on formal volunteering (not for family and friends). Please include only the amount of volunteering that has been provided by staff during working hours or on paid overtime, or that has been delivered as a direct result of an activity	**Target guidance** Specify the list of VCSEs that are going to be supported and describe the volunteering activities to be delivered and their intended purposes. Provide a breakdown of staff volunteering hours to be delivered to VCSEs. For example, if 10 staff volunteer 3 hours each, then the reported total should be 30. **Evidence required** Specify the name of the VCSEs supported, the volunteering activities delivered and their intended purposes. Provide a breakdown of staff volunteering hours delivered to VCSEs. Information provided should be made compliant with General Data Protection Regulation (GDPR).	**Unit guidance** Number of staff hours spent on volunteering with VCSEs. For example, if 10 staff volunteer 3 hours each, then the reported total should be 30.

Reference	Measure	Requirements	Guidance
	organised by the organisation and agreed with the employees. Please count only the time for delivering the activity (preparation time is not captured). Please see the toolkit guidance document for worked examples on attribution. The following Measures should not be double counted : NT15, NT16, NT24, NT25, NT26, NT27, NT28, and NT29 and other volunteering Measures.		

Growth: Co-Operative Services: Increased collaboration with Oldham's MSMEs and VCFSE

Reference	Measure	Requirements	Guidance
OT18a **Units** £ **Proxy** Localised by project **Double counting** Do not double count with **NT18, NT19**	**Total amount (£) spent through the contract in targeted areas (areas specifically targeted for support under the scheme e.g. high deprivation areas)** **Definition** Please refer to the specified sub-localities identified for the contract in list NT18a. This should be calculated as the cumulative spend with suppliers that are based within the local area. A local multiplier figure for the Construction Industry and the Birmingham NUTS 3 area has been provided in the National TOMs framework. This figure should be tailored to the locality and industry for the project. Alternative methodologies include the LM3 methodology - where a local multiplier should still be computed for the relevant geographical area and based on the project's supply chain. Should not be double counted with NT14 and NT18, NT19, NT19a and other relevant spend Measures.	**Target guidance** Provide a breakdown of pounds to be spent with organisations in your supply chain within the specified sub-localities on this contract. Specify the name of each eligible supplier, including the category/industry of goods/services to be procured from each, as well as the first three digits of their postcode. **Evidence required** Provide a breakdown of: £ spent, name of organisation in your local supply chain, company size (micro, small, medium), industry or goods/service produced, first three digit of their postcode and distance from project location.	**Unit guidance** Total amount of £ spent with the supply chain within the defined local area for the project.

Reference	Measure	Requirements	Guidance
Growth: Co-Operative Services: Social innovation to support responsible business			
Reference	**Measure**	**Requirements**	**Guidance**
OT51/NT51 **Units** £ invested inc. time, materials, equipment etc **Proxy** £1	**Innovative measures to promote and support responsible business to be delivered on the contract - these could be e.g. co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.** **Definition** Innovative Measures to promote and support responsible business to be delivered on the contract.	**Target guidance** Describe the initiatives and their relevance to the Measure. A breakdown of pounds (including number of staff hours valued at £16.93 per hour or at £101.00 if it is expert time) should be provided. Provide details of any organisations you will work with and specify whether they will be covering the reported cost with you and how. **Evidence required** Please provide a project report that evidences the activities carried out during the reporting period, their impact, the range of expert services provided, and a description of partnering organisations if any. A breakdown of pounds invested per type of investment - e.g. cash, staff time volunteering (valued at £16.93 per hour), staff time expert advice (valued at £101.00), equipment or equivalent value of other assets should be provided.	**Unit guidance** £ invested - including staff time (volunteering valued at £16.93 per hours, expert time valued at £101.00 per hour) and materials, equipment or other resources
Social: Thriving Communities: Creating a healthier community			
Reference	**Measure**	**Requirements**	**Guidance**
OT24/NT24 **Units** £ invested including staff time **Proxy**	**Initiatives aimed at reducing crime (e.g. support for local youth groups, lighting for public spaces, etc.)** **Definition** This could be run in partnership with a VCSE or as part of a company programme. The	**Target guidance** Provide a breakdown of pounds to be invested in initiatives aimed at reducing crime (including number of staff hours valued at £16.93 per hour - i.e. the general value for volunteering (NT17)). Describe what type of crime/s you aim to reduce, including how and where you	**Unit guidance** Calculate the equivalent £ value of resources invested - including cash, equipment, use of assets (e.g. space) and staff time (staff hours should be valued at £16.93 per hour).

Reference	Measure	Requirements	Guidance
£1	cumulative cash value should be recorded for organising and running such initiatives. Equivalent cost of equipment and volunteering hours should be recorded separately in the appropriate categories. Staff volunteering time should be valued at £16.93 (2021 prices) per hour, as per 2017 ONS guidance. A detailed description of the relevant initiatives should be provided, together with a method statement and a workplan. When support is being provided as part of a wider company programme (e.g. a nationwide initiative or collaboration with a charity) attribution should be taken into account (please see the toolkit guidance document for worked out examples on attribution). This Measure should not be double counted with NT15, NT16, NT17, NT25, NT26, NT27, NT28, NT29, NT30, NT63 and NT69 or other relevant Measures.	aim to do so. Details of any organisations you will partner with to reduce crime must be provided. **Evidence required** Provide a breakdown of pounds invested in initiatives aimed at reducing crime (including number of staff hours valued at £16.93 per hour - i.e. the general value for volunteering (NT17)). Describe what type of crime you have aimed to reduce, including how and where you have done so. Provide details of any organisations you have partnered with. Where an additional multiplier has been added at measurement as a result of specific impact assessments for the initiatives reported (e.g. SROI), the reports for each assessment should be provided. There is an expectation for independently assured and audited reports to be provided. Information provided should be made compliant with data protection requirements (GDPR).	
OT26/NT26 **Units** £ invested including staff time **Proxy** £1	**Initiatives taken or supported to engage people in health interventions (e.g. stop smoking, obesity, alcoholism, drugs, etc.) or wellbeing initiatives in the community, including physical activities for adults and children** **Definition** This could be run in partnership with a VCSE or as part of a company programme. The cumulative cash value should be recorded for organising and running such initiatives. Equivalent cost of equipment and volunteering hours should be recorded separately in the appropriate categories . Staff volunteering time should be valued at £16.93 (2021 prices) per hour, as per 2017 ONS guidance. A detailed	**Target guidance** Provide a breakdown of pounds to be invested in initiatives aimed at improving health and/or wellbeing in the community (including the number of staff hours valued at £16.93 per hour, i.e. the general value for volunteering (NT17)). Describe the type of health and/or wellbeing issue(s) you will address, including how and where you aim to do so. Provide details of any organisations you intend to partner with to deliver the initiatives. **Evidence required** Provide a breakdown of the amount (£) to be invested in initiatives aimed at improving health and/or wellbeing in the community (including number of staff hours valued at	**Unit guidance** Calculate the equivalent £ value of resources invested - including cash, equipment, use of assets (e.g. space) and staff time (staff hours should be valued at £16.93 per hour).

Reference	Measure	Requirements	Guidance
	description of the relevant initiatives should be provided, together with a method statement and a workplan to describe how the initiatives will be delivered. When support is being provided as part of a wider company programme (e.g. a nationwide initiative or collaboration with a charity) attribution should be considered (please see the toolkit guidance document for worked out examples on attribution) . This Measure should not be double counted with NT15, NT16, NT17, NT24, NT25, NT27, NT28, NT29, NT30, NT63 and NT69 or other relevant Measures.	£16.93 per hour - i.e. the general value for volunteering (NT17)). Describe the type of health and/or wellbeing issues you have addressed, including how and where you have done so. Provide details of your initiatives and any organisations you have partnered with. Where an additional multiplier has been added at measurement because of specific impact assessments for the initiatives reported (e.g. SROI), the reports for each assessment should be provided. There is an expectation for independently assured and audited reports to be provided. Information provided should be made compliant with data protection requirements (GDPR).	

Social: Thriving Communities: Social: Thriving Communities: Creating a healthier community

Reference	Measure	Requirements	Guidance
OT25/NT25 **Units** £ invested including staff time **Proxy** £1	**Initiatives to be taken to tackle homelessness (supporting temporary housing schemes, etc.)** **Definition** This includes resources (spending and staff time) devoted to a programme designed to improve the situation of people without a home e.g. people living in hostels, shelters, refugees or other temporary circumstances (e.g. in institutions), people staying temporarily with family and friends ('sofa surfing'), people who are threatened with eviction or people living in unfit housing or extreme overcrowding - for people without any shelter, use NT63. The programme could be run in partnership with a VCSE or as part of a company programme. The cumulative cash value should be recorded	**Target guidance** Provide a breakdown of pounds to be invested in initiatives aimed at tackling homelessness (including number of staff hours valued at £16.93 per hour - i.e. the general value for volunteering (NT17). Describe how you aim to tackle homelessness, including how and where you aim to do so. Details of any organisations you will partner with to tackle homelessness must be provided. **Evidence required** Provide a breakdown of pounds invested in initiatives aimed at tackling homelessness (including number of staff hours valued at £16.93 per hour - i.e. the general value for volunteering (NT17), and of any organisations you have partnered with. Describe how you	**Unit guidance** Calculate the equivalent £ value of resources invested - including cash, equipment, use of assets (e.g. space) and staff time (staff hours should be valued at £16.93 per hour).

Reference	Measure	Requirements	Guidance
	for organising and running such initiatives. Equivalent cost of equipment and volunteering hours should be recorded separately in the appropriate categories. Staff volunteering time should be valued at £16.93 (2021 prices) per hour, as per 2017 ONS guidance. A detailed description of the relevant initiatives should be provided, together with a method statement and a workplan. When support is being provided as part of a wider company programme (e.g. a nationwide initiative or collaboration with a charity) attribution should be taken into account (please see the toolkit guidance document for worked out examples on attribution). This Measure should not be double counted with NT15, NT16, NT17, NT24, NT26, NT27, NT28, NT29, NT30, NT63 and NT69 or other relevant Measures.	have worked to tackle homelessness, including how and where you have aimed to do so. Where an additional multiplier has been added at measurement as a result of specific impact assessments for the initiatives reported (e.g. SROI), the reports for each assessment should be provided. There is an expectation for independently assured and audited reports to be provided. Information provided should be made compliant with data protection requirements (GDPR).	

Social: Thriving Communities: Increased collaboration with Oldham's MSMEs and VCFSEs

Reference	Measure	Requirements	Guidance
OT14/NT14 **Units** £ **Proxy** £0.12 **Double counting** Do not double count with **NT18, NT19**	**Total amount (£) spent with VCSEs within your supply chain** **Definition** Amount spent on suppliers for the contract that are Voluntary, Community or Social Enterprises (VCSEs). This might include e.g. choosing a catering company that employs rehabilitating offenders, or a furniture service that recycles donated furniture, or a social enterprise recruitment consultancy, etc. Social Enterprise UK have a useful tool to identify social enterprises that have membership with them based on location https://tinyurl.com/96ukhfvr. You may refer to the local economic development team in the council to	**Target guidance** Provide a breakdown of the estimated pounds to be spent with VCSEs in your supply chain on this contract, including the name of the VCSEs (or a range of potential names) and the type of goods/services to be procured from each. **Evidence required** Provide a breakdown of pounds spent with VCSEs within your supply chain on this contract, including the name of the VCSEs and the type of goods/services procured from each .	**Unit guidance** £ spent with VCSEs in the supply chain. Note that they do not need to be local VCSEs. Please see the Rationale for more on double counting.

Reference	Measure	Requirements	Guidance
	identify potential partners. This is the additional SV (SVA) from spending with a VCSE. A relevant SROI multiplier can be substituted to this default value when available and assured, by using the additional multiplier column in the measurement Calculator. The total SVA from selecting a local VCSE in the supply chain can be computed by adding the appropriate NT14 and NT18 multipliers, when NT18 or NT19 are not directly included in the analysis. Should not be double counted with NT18 and NT19 or other relevant Measures if those are included.		
OT15/NT15 **Units** no. staff expert hours **Proxy** £101	**Provision of expert business advice to VCSEs and MSMEs (e.g. financial advice / legal advice / HR advice/HSE)** **Definition** This is expert staff time (e.g. financial advice / legal advice / HR advice / HSE) dedicated to supporting Voluntary Community or Social Enterprises (VCSEs) or micro, small and medium enterprises (MSMEs). Please include only the amount of volunteering that has been provided by staff during working hours or on paid overtime, or that has been delivered as a direct result of an activity organised by the organisation and agreed with the employees. Please count only the time for delivering the activity (preparation time is not captured). Please see the toolkit guidance document for worked out examples on attribution. Please note that MSMEs are defined as (0-249 employees) - Micro (0-9 employees), Small (10-49 employees), Medium (50-249 employees). The following Measures should not be double counted: NT15, NT16, NT17, NT24, NT25, NT26, NT27, NT28, and NT29. Please check also other relevant expert time Measures included	**Target guidance** Summarise your strategy for providing expert advice to VCSEs/MSMEs. Provide the names of the VCSEs/MSMEs you will support or a range of options. Describe the number of staff hours to be spent in total and for each VCSE/MSME. Specify the type of expert advice that will be provided, including the type of qualification/role of the person delivering this advice. **Evidence required** Provide a breakdown of staff hours spent providing expert advice to VCSEs/MSMEs. Provide the details of the VCSEs/MSMEs you have supported. Specify the number of staff hours spent for each VCSE/MSME, the type of expert advice given as well as the qualification/role of the person delivering this advice. Information provided should be made compliant with data protection requirements (GDPR).	**Unit guidance** This is the number of hours staff spend providing expert advice. For example, if 5 staff spend 2 hours providing expert advice, the total number of hours reported should be 10.

Reference	Measure	Requirements	Guidance
OT16/NT16 **Units** £ **Proxy** £1	**Equipment or resources donated to VCSEs (£ equivalent value)** **Definition** This Measure captures the value of in-kind contributions e.g. donating a van to an VCSE - provide details about value calculations including assumptions made (e.g. buying price, age, depreciation age etc.). Excluded are monetary donations such as staff donations or donations as a result of a fund raiser. Attribution has to be considered if the total contribution results from multiple organisations being involved. Should not be double counted with N17 and NT28 and other Measures around donation of equipment or resources.	**Target guidance** Provide a list of VCSEs you have already identified or a range of options. Provide a breakdown of the value of resources and/or equipment to be donated to VCSEs, including the names of the VCSEs. **Evidence required** Provide a breakdown of the equivalent value of resources and/or equipment donated to each VCSE, including evidence of the donations and the names of the VCSEs supported.	**Unit guidance** Equivalent £ value of the donation.
OT16a **Units** £ value **Proxy** £1	**Total donations & in-kind contributions to the One Oldham Fund** **Help text** See https://www.actiontogether.org.uk/one-oldham-fund		

Social: Thriving Communities: Improving staff wellbeing and mental health

Reference	Measure	Requirements	Guidance
OT20/NT20 **Units** no. employees provided access **Proxy**	**No. of employees on the contract that have been provided access for at least 12 months to comprehensive and multidimensional wellbeing programmes** **Definition** Total number of direct or supply chain employees on contract provided with access to	**Target guidance** Summarise your strategy for providing access to a comprehensive workplace wellbeing programme to all employees, including measures in place or planned. Describe how the programme you are going to deliver is going to be structured around the following dimensions: flexible working time	**Unit guidance** Number of employees on contract that have access to qualifying staff wellbeing programmes.

Reference	Measure	Requirements	Guidance
£130.29 **Double counting** Do not double count with **NT55**	comprehensive and multidimensional workplace wellbeing programmes. Qualifying programmes should be well managed and focussed on employee benefits, be easily accessible and engaging to employees and should include the following dimensions: flexible working time arrangements; healthy nutrition options; physical health programmes; a health risk appraisal questionnaire; access to health and wellbeing resources (e.g. a tailored health improvement web portal; wellness literature; and seminars and workshops focused on identified wellness issues). If given repeated access during the duration of a contract, the number of entitled employees can be reported annually; however, the same employee can only be counted once per year (beware of double counting for employees registered on multiple projects). If offered digitally, e.g. to cater to those employees working from home, programmes should reflect potentially changed needs and staff expectations around workplace wellbeing derived through continued and meaningful consultation and engagement with employees. This is to ensure offered services remain relevant and are comprehensively provided. For a discussion of good practice approaches to improve staff wellbeing, please see the "Best Practice in Promoting Employee Health and Wellbeing in the City of London" research report: https://tinyurl.com/cpt3z96d	arrangements; healthy nutrition options; physical health; health risk appraisal questionnaires; access to health and wellbeing resources (e.g. a tailored health improvement web portal; wellness literature; and seminars and workshops focused on identified wellness issues). If you are partnering with any specialist organisation, please provide details or a range of options. **Evidence required** Please upload a description of the wellbeing programme you have delivered and the number of people on the contract that had access to that. Provide evidence for all of the following for the contract context: employment contract based flexible working time arrangements; access to healthy nutrition options and physical health programmes; if available provide information on use rate of healthy nutrition options and physical health programmes. Information on physical health programmes can include the structure of health and wellbeing support and advice; evidence on and structure of health risk appraisal questionnaire; access to health and wellbeing resources (health improvement web portal; information on use of wellness literature; availability and times of seminars and workshops focused on identified wellness issues). If you are partnering with any specialist organisation, please provide details.	
OT55/NT55 **Units**	**No. of employees provided with professional support for anxiety and depression (at least six session of Cognitive Behavioural Therapy (CBT) or**	**Target guidance** Summarise your strategy for providing access to a comprehensive workplace wellbeing programme to all employees, including measures in place or planned. Describe how the programme you are going to deliver is	**Unit guidance** Number of employees on contract that have access to qualifying staff wellbeing programmes.

Reference	Measure	Requirements	Guidance
no. employees provided access **Proxy** £140.57 **Double counting** Do not double count with **NT20**	**equivalent) following a workplace screening (through a questionnaire or other diagnostic methods)** **Definition** Total number of direct or supply chain employees on contract provided with access to comprehensive and multidimensional workplace wellbeing programmes. Qualifying programmes should include the following dimensions, be well managed and employee benefits focussed, and be easily accessible and engaging to employees: flexible working time arrangements; healthy nutrition options; physical health programmes; a health risk appraisal questionnaire; access to health and wellbeing resources (e.g. a tailored health improvement web portal; wellness literature; and seminars and workshops focused on identified wellness issues). If offered digitally, e.g. to cater to those employees working from home, programmes should reflect potentially changed needs and staff expectations around workplace wellbeing derived through continued and meaningful consultation and engagement with employees. This is to ensure offered services remain relevant and are comprehensively provided. For a discussion of good practice approaches to improve staff wellbeing, please see the "Best Practice in Promoting Employee Health and Wellbeing in the City of London" research report: https://tinyurl.com/cpt3z96d	going to be structured around the following dimensions: flexible working time arrangements; healthy nutrition options; physical health; health risk appraisal questionnaires; access to health and wellbeing resources (e.g. a tailored health improvement web portal; wellness literature; and seminars and workshops focused on identified wellness issues). If you are partnering with any specialist organisation, please provide details or a range of options. **Evidence required** Please upload a description of the wellbeing programme you have delivered and the number of people on the contract that had access to that. Provide evidence for all of the following for the contract context: employment contract based flexible working time arrangements; access to healthy nutrition options and physical health programmes; if available provide information on use rate of healthy nutrition options and physical health programmes. Information on physical health programmes can include the structure of health and wellbeing support and advice; evidence on and structure of health risk appraisal questionnaire; access to health and wellbeing resources (health improvement web portal; information on use of wellness literature; availability and times of seminars and workshops focused on identified wellness issues). If you are partnering with any specialist organisation, please provide details.	

Social: Thriving Communities: More working with the Oldham community

Reference	Measure	Requirements	Guidance

Reference	Measure	Requirements	Guidance
OT28/NT28 **Units** £ value **Proxy** £1	**Donations and/or in-kind contributions to specific local community projects (£ & materials)** **Definition** This Measure captures direct contributions to community specific projects. Contributions include cash donations or the equivalent value of in-kind contributions e.g. donating a van to an organisation in support of a specific community project - provide details about value calculations including made assumptions (e.g. buying price, age, depreciation age etc.). Excluded are general donations to charity groups, staff donations (unless matched by the organisation), contributions that are not the explicitly linked to the contract (e.g. contributions that would have been made anyway) or donations as a result of a fund raiser (organisation can claim for the money spent to organise the event). Attribution has to be considered if the total contribution results from multiple organisations being involved. This Measure should not be double counted: NT15, NT16, NT17, NT24, NT25, NT26, NT27, NT29, NT30, NT63 and NT69 or other relevant Measures.	**Target guidance** Provide a breakdown of the pound equivalent value of donations and/or in-kind contributions that will be donated to local community projects. Describe the local community projects you will support. Provide details of any organisations you will partner with. **Evidence required** Provide a breakdown of the pound equivalent value of donations and/or in-kind contributions donated to local community projects. Describe the local community projects you have supported. Provide details of any organisations you have partnered with. Where an additional multiplier has been added at measurement as a result of specific impact assessments for the initiatives reported (e.g. SROI), the reports for each assessment should be provided. There is an expectation for independently assured and audited reports to be provided. Information provided should be made compliant with General Data Protection Regulations (GDPR).	**Unit guidance** £ donated (or equivalent value in £)
OT29/NT29 **Units** no. staff volunteering hours **Proxy** £16.93	**No. of hours volunteering time provided to support local community projects** **Definition** Please refer to the definition of the local area specified for NT1. Volunteering is defined by the International Labour Organisation (2001) as ‘unpaid non-compulsory work; that is, time individuals give without pay to activities performed either through an organisation or directly for others outside of the household’.	**Target guidance** Describe the volunteering activity/activities to be delivered and the local community projects to be supported. Provide details of any organisations you will partner with. Provide a breakdown of staff volunteering hours to be delivered to local community projects. Only regular work hours and overtime hours can be counted as volunteering hours. For example, if 10 staff will volunteer 3 hours each, then the total number of hours reported should be 30.	**Unit guidance** For example, if 10 staff will volunteer 3 hours each, then the total number of hours reported should be 30.

Reference	Measure	Requirements	Guidance
	Here staff volunteering hours should only be recorded when time has been allocated for staff to spend on formal volunteering (not for family and friends). In the case of local community projects there might not be a community organisation at the receiving end of the volunteering, but it might be an initiative set up by the company itself based on local intelligence. Time invested in organising such activities must be recorded in this category on top of the staff volunteering time itself. Please include only the amount of volunteering that has been provided by staff during working hours or on overtime, or that has been delivered as a direct result of an activity organised by the organisation and agreed with by the employees (please see the toolkit guidance document for worked out examples on attribution). This Measure should not be double counted with NT15, NT16, NT17, NT24, NT25, NT26, NT27, NT28, NT29a, NT29b NT30, NT63 and NT69 or other relevant Measures.	**Evidence required** Describe the volunteering activity/activities you have delivered and the local community projects you have supported. Provide details of any organisations you have partnered with. Provide a breakdown of staff volunteering hours delivered to local community projects. Only regular work hours and paid overtime hours can be counted as volunteering hours. Information provided should be made compliant with data protection requirements (GDPR).	
OT30/NT30 **Units** £ invested including staff time **Proxy** £1	**Support provided to help local community draw up their own Community Charter or Stakeholder Plan** **Definition** Please refer to the definition of the local area specified for NT1. A Community Charter is a document designed by the community that identifies the needs and opportunities, and directs businesses that can help towards specific deliverables. This could be provided through funding of a local community coordinator or a third party to facilitate the process. Supporting a local community coordinator means agreeing to be a sponsor	**Target guidance** Provide a breakdown of pounds to be invested in helping the local community draw up their own Community Charter or Stakeholder Plan (including number of staff hours valued at £16.93 per hour - i.e. the general value for volunteering (NT17)). Describe your strategy/workplan for engaging with the local community. Provide details of any organisations you will partner with. **Evidence required** Provide a breakdown of pounds invested to help the local community draw up their own Community Charter or Stakeholder Plan	**Unit guidance** Calculate the equivalent £ value of resources invested - including cash, equipment, use of assets (e.g. space) and staff time (staff hours should be valued at £16.93 per hour).

Reference	Measure	Requirements	Guidance
	and sign up to the initiatives, e.g. by directing staff volunteers towards them. This Measure should not be double counted with NT15, NT16, NT17, NT24, NT25, NT26, NT27, NT28, NT29, NT63 and NT69 or other relevant Measures.	(including number of staff hours valued at £16.93 per hour - i.e. the general value for volunteering (NT17)). Provide a copy of the Community Charter or the Stakeholder Plan and details of any organisations you have partnered with. Information provided should be made compliant with data protection requirements (GDPR).	

Social: Thriving Communities: Social innovation to enable healthier safer and more resilient communities

Reference	Measure	Requirements	Guidance
OT52/NT52 **Units** £ invested inc time, materials, equipment etc **Proxy** £1	**Innovative measures to enable healthier, safer and more resilient communities to be delivered on the contract - these could be e.g. co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.** **Definition** Innovative Measures to enable healthier, safer and more resilient communities to be delivered on the contract.	**Target guidance** Describe the initiatives and their relevance to the Measure. A breakdown of pounds (including number of staff hours valued at £16.93 per hour or at £101.00 if it is expert time) should be provided. Provide details of any organisations you will work with and specify whether they will be covering the reported cost with you and how. **Evidence required** Please provide a project report that evidences the activities carried out during the reporting period, their impact, the range of expert services provided, and a description of partnering organisations if any. A breakdown of pounds invested per type of investment - e.g. cash, staff time volunteering (valued at £16.93 per hour), staff time expert advice (valued at £101.00), equipment or equivalent value of other assets should be provided.	**Unit guidance** £ invested - including staff time (volunteering valued at £16.93 per hours, expert time valued at £101.00 per hour) and materials, equipment or other resources

Environment: Oldham's Green New Deal: Carbon emissions are reduced

Reference	Measure	Requirements	Guidance
Reference	**Measure**	**Requirements**	**Guidance**
OT10b/NT10b **Units** no. weeks **Proxy** £251.79 **Double counting** Do not double count with **NT9, NT10, NT9a, NT10a**	**No. of weeks of apprenticeships or T-Levels (Level 2,3, or 4) provided on the contract (completed or supported by the organisation) - relating to the low carbon economy.** **Definition** This Measure applies to direct employees only and does not include staff upskilling (for upskilling use NT80 and NT81). Time spent as part of apprenticeships created specifically for the contract or that are made use of on contract, can be counted for the weeks during which apprentices work primarily on contract. This Measure should be used specifically for apprenticeships relevant to the low carbon economy (Relevant activity areas include renewable energy production and distribution; environmental consulting services; technical and advisory services; water, sewage and waste sustainable management; supporting manufacturing services; remodelling and renovation services; installation and repair services, etc). Only apprenticeships supported to completion should be counted. For a description of the qualification levels see: https://tinyurl.com/mry393vr. To find a registered qualification see: https://tinyurl.com/2ju3m72a. The social value proxy is appropriate for opportunities that are for new employees, not existing employees. Should not be double counted with NT10, NT10a, or similar Measures.	**Target guidance** Summarise your strategy for providing the target number of apprenticeship weeks on this contract, including details of how you will support completion of the apprenticeships. If possible, provide details of the accredited training provider, the type and the level of the apprenticeships to be achieved as well as the resulting qualifications and relevance for the low carbon economy. If an apprenticeship has been part financed through the apprenticeship levy attribution has to be applied, to account for reduced costs of provision for the apprenticeship provider. **Evidence required** Specify the number of people on apprenticeships on this contract and the number of apprenticeship weeks per person. Provide details of the accredited training provider, the type and the level of the apprenticeship achieved, as well as the resulting qualification and its relevance for the low carbon economy. Information provided should be made compliant with data protection requirements (GDPR). Provide information on the number of weeks provided by level of qualification. If an apprenticeship has been part financed through the apprenticeship levy attribution has to be applied, to account for reduced costs of provision for the apprenticeship provider.	**Unit guidance** Record weeks of training for the apprenticeships provided on the contract, even when the opportunity is supported beyond the duration of the contract, as long as the apprenticeship will be supported to completion.
OT31/NT31 **Units**	**Savings in CO2e emissions on contract achieved through de-carbonisation (i.e. a**	**Target guidance**	**Unit guidance**

Reference	Measure	Requirements	Guidance
tCO2e **Proxy** £244.63 **Double counting** Do not double count with **NT32, NT33**	**reduction of the carbon intensity of processes and operations, specify how these are to be achieved) against a specific benchmark.** **Definition** General savings could result, for example, from a deliberate programme aimed at changing processes or from de-carbonisation work. Where possible, savings resulting from specific interventions or achieved in specific areas should be recorded under the Measure(s) that is most relevant (if part of the operative Measure set): - CO2e savings achieved to energy efficiency measures - use NT82 - Indirect CO2e savings achieved along the supply chain (Scope 3 savings) - use NT31a - Transport related CO2e savings resulting from car miles saved (e.g. through cycling to work or carpooling initiatives for employees) - use NT32 - Transport related CO2e savings resulting from freight miles saved (e.g. through green transport plans) - use NT84 - CO2e savings resulting from using low emission vehicles - use NT33. Reduction should be measured against a pre-existing baseline level of emissions (the level of emission estimated in a given year for the project in the absence of reduction efforts). The Measure therefore requires provision of additional metrics including this baseline level of emissions and a baseline year, the target level of emissions on the project (as determined by the reduction commitments), as well as the relevant net zero carbon target year (e.g. net zero carbon by 2030) as relevant at project or corporate level. Targets for reaching net zero carbon should be specified as a minimum to be in line with a net zero greenhouse gas emissions target of	Describe the initiatives that you are going to put in place to achieve the identified savings in CO2 emissions on the contract against the specified baseline, including timeframes. These could be e.g. from de-carbonisation work . Specify and evidence the baseline level of emissions used to measure reductions against and the baseline year, as well as the target emissions after reductions (i.e. the level of emissions on the project resulting from your reduction efforts). Also specify relevant emissions reduction policy (e.g. net zero by 2050). This could be a general corporate policy or a specific project policy. Include any relevant information on how the targeted/ realised reductions relate to this emission reduction policy or net zero targets. The purpose of the National TOMs framework is to report added value. This means going above and beyond the minimum required, and to support initiatives that help the world to decarbonise as quickly as possible. It also means pushing for a “green normal”, rather than treating environmental outcomes as a bolt-on or an afterthought. This determines how we establish the minimum requirements for carbon reduction Measures in the TOMs, which adopts the minimum targets identified by the UN, the UK Government, and the scientific community; namely that to keep global temperature rises as close to 1.5 degrees Celsius as possible, it is necessary to achieve net zero carbon emissions by 2050 (“NZC 2050”). While the TOMs adopts this minimum target to 2050 as the baseline, it follows that “added value” in measurement terms should come from the voluntary adoption of targets that exceed minimum requirements. More ambitious targets such as net zero by 2030, embraced by over 100 local	Reductions in tonnes of CO2e against the baseline emissions level specified in the accompanying input field. The Measure requires data inputs for additional metrics: a baseline level of emissions (the level of emission estimated in a given year for the project in the absence of reduction efforts), the year that this estimate is based on (e.g. based on emission levels in 2018), the total level of emissions on the project as determined by the reduction efforts, and the relevant emission reduction policy (e.g. net zero by 2050 or earlier). These data inputs must be provided and evidenced, as they allow for the evidencing of the savings recorded through the main unit. The Social Value Portal offers a GHG savings calculator to derive the achieved/committed savings in CO2e emissions.

Reference	Measure	Requirements	Guidance
	2050. More ambitious targets are strongly encouraged (e.g. net zero by 2030). The Social Value Portal offers a GHG savings calculator to derive the achieved/committed savings in CO2e emissions. For further guidance on target setting and related baselining please see the Unit and Target Guidance. Should not be double counted with NT31a, NT32 and NT33 or RE37, Re37a, RE39 or RE39a.	authorities across the UK, are becoming increasingly widespread and provide greater scope to mitigate Climate Change than NZC 2050. Where a more demanding emissions requirement than NZC 2050 has been set, this should be adopted. **Evidence required** Carbon reductions should be evidenced through an independent and verifiable process (e.g. Planet Mark Certification or equivalent). There is an expectation for independently assured and audited reports to be provided. Specify and evidence the pre-existing baseline level and year that have been used to measure savings/reductions and the total emissions generated as a result of reduction efforts, as well as the relevant emission reduction policy (e.g. net zero by 2050 or earlier). Include any relevant information on how the targeted or realised reductions relate to this emission reduction policy or net zero targets.	
OT44/NT44 **Units** Y/N **Proxy** £0	**Commitment to carbon emissions savings to achieve NZC before 2050** **Definition** At corporate level this will be your existing policy, strategy and/or plan of action to achieve, evidence and monitor net zero carbon before 2050. If you have not issued one yet, but are committing to do, please provide a statement including scope and expected publication date. The purpose of the National TOMs framework is to report added value. In environmental terms, this means going above and beyond the minimum required, and to support initiatives that help the world to decarbonise as quickly as	**Target guidance** At corporate level, this will be your existing policy, strategy and/or plan of action to achieve, evidence and monitor net zero carbon for the specified date. If you have not issued one but are committing to do so, please provide a statement including scope and expected publication date. This includes outlining and explaining set targets. **Evidence required** Please provide a copy of your policy, strategy, and plan with specific milestones to achieve, evidence and monitor net zero carbon for the specified date.	**Unit guidance** Provide relevant documents and specify the set target for reaching net zero carbon before or by 2050

Reference	Measure	Requirements	Guidance
	possible. It also means pushing for a “green normal”, rather than treating environmental outcomes as a bolt-on or an afterthought. This determines how we establish the minimum requirements for carbon reduction to qualify as social value measures in the TOMs. We adopt the minimum target identified by the UN, the UK Government, and the scientific community: net zero carbon by 2050 (namely that to keep global temperature rises as close to 1.5 degrees Celsius as possible, it is necessary to achieve net zero carbon emissions by 2050 - “NZC 2050”). While the TOMs adopt this minimum target to 2050 as the baseline, it follows that “added value” in measurement terms should come from the voluntary adoption of targets that exceed minimum requirements. More ambitious targets such as net zero by 2030, embraced by over 100 local authorities across the UK, are becoming increasingly widespread and provide greater scope to mitigate Climate Change than NZC 2050 .These are strongly encouraged especially for sectors where this is becoming more common.		

Environment: Oldham's Green New Deal: Air pollution is reduced

Reference	Measure	Requirements	Guidance
OT32/NT32 **Units** miles saved **Proxy** £0.06	**Car miles saved on the project as a result of a green transport programme or equivalent (e.g. cycle to work programmes, public transport or car pooling programmes, etc.)** **Definition**	**Target guidance** Provide details on the programme to be implemented to reduce passenger car miles driven, including a breakdown of the number of car miles to be saved and how the car miles will be saved. Specify the baseline to be used (i.e. car miles driven before a programme is	**Unit guidance** Car miles (not hundreds of miles) saved against baseline, which must be provided

Reference	Measure	Requirements	Guidance
Double counting Do not double count with **NT31, NT33**	These benefits are expected to be delivered as a result of transport programmes. Provide detail on different programmes including how passenger car miles have been saved, and figures that have been used as benchmarks. There is an expectation for independently assured and audited reports to be provided. Miles can be saved on contract or through direct contract related commuting/travel. Reasonable assumptions have to be made and evidenced regarding the reduction of car miles travelled. This Measure can be localized if desired, which can lead to a substantial increase in the captured social value. For further information please see DEFRA "Air quality appraisal: damage cost guidance" document (updated March 2021) which can be downloaded from this homepage: https://tinyurl.com/58tppd5j Please reach out to SVP if you have further questions regarding the localization of this Measure.	put in place to reduce car miles driven) and full methodology of calculation. This Measure can be localized if desired, which can lead to a substantial increase in the captured social value. For further information please see DEFRA "Air quality appraisal: damage cost guidance" document (updated March 2021) which can be downloaded from this homepage: https://tinyurl.com/58tppd5j. Please reach out to SVP if you have further questions regarding the localization of this Measure. **Evidence required** Provide details of the corporate green transport programme implemented to reduce passenger car miles driven, including a breakdown of the number of car miles saved and how they have been saved. Specify the baseline that is used (i.e. car miles driven before a programme was put in place to reduce car miles driven) and full methodology of calculation.	
OT33/NT33 **Units** miles driven **Proxy** £0.02 **Double counting** Do not double count with **NT31, NT32**	**Car miles driven using low or no emission staff vehicles included on project as a result of a green transport programme** **Definition** These benefits are expected to be delivered as a result of transport programmes. Examples of evidence would be fleet reports or mileage logs. There is an expectation for independently assured and audited reports to be provided.	**Target guidance** Provide details on the programme to be implemented. When in addition to data on the miles driven additional data on the location is collected, this Measure can further be localized if desired. This could lead to a substantial increase in the captured social value. For further information please see DEFRA "Air quality appraisal: damage cost guidance" document (updated March 2021) which can be downloaded from this homepage: https://tinyurl.com/58tppd5j. Please reach out to SVP if you have further questions regarding the localisation of this Measure.	**Unit guidance** No. miles driven on contract using low or no emission vehicles as part of a specific sustainable transport programme

Reference	Measure	Requirements	Guidance
		Evidence required Fleet report and mileage log. There is an expectation for independently assured and audited reports to be provided.	
OT46/NT46 **Units** Y/N **Proxy** £0	**Corporate travel schemes available to employees on the contract (subsidised public transport, subsidised cycling schemes and storage, sustainable corporate transport such as electric bus from public station to corporate facilities)** **Definition** These sustainable transport incentivisation schemes for employees can include but are not limited to: subsidies for use of public transport, cycle buying scheme, cycle infrastructure provision such as storage, corporate carpooling options and incentivisation, corporate bus service, etc.	**Target guidance** Summarise the nature of your corporate travel scheme and your strategy for providing access to it. This can include but is not limited to subsidies for use of public transport, cycle buying scheme, cycle infrastructure provision such as storage, corporate carpooling options and incentivization, corporate bus service. **Evidence required** Provide information on the corporate travel scheme that has been implemented. This could be proof of a public transport subsidy or cycle subsidy scheme (expenditure or corporate policy documents); proof of cycle infrastructure (e.g. storage layout); proof of employee carpooling incentivisation and/or corporate bus service (corporate documents). Report the number of staff that have benefited from the different initiatives on the scheme.	**Unit guidance** Provide information to describe corporate travel scheme available to employees

Environment: Oldham's Green New Deal: Safeguarding the natural environment in Oldham

Reference	Measure	Requirements	Guidance
OT67/NT67 **Units** £ **Proxy** £1	**Donations or investments towards initiatives aimed at environmental and biodiversity conservations and sustainable management projects for both marine and terrestrial ecosystems** **Definition**	**Target guidance** Provide a list of donations and projects to be supported on the contract, together with anticipated impacts and an explanation of the Monitoring and Evaluation processes to be put in place. **Evidence required**	**Unit guidance** £ invested attributable to the contract

Reference	Measure	Requirements	Guidance
	These are donations or investments attributable to the contract geared towards environmental and biodiversity conservation and towards sustainable management projects for both marine and terrestrial ecosystems.	Provide a list of donations and projects supported on the contract, together with information on what the anticipated impacts were and an explanation of the Monitoring and Evaluation processes that were put in place for each programme.	
OT47/NT47 **Units** £ **Proxy** £1	**Donations or investments towards expert designed sustainable reforestation or afforestation initiatives** **Definition** These are donations or investments attributable to the contract. Reforestation or afforestation initiatives must be designed by experts to take into account, among other aspects, placement on different types of land, alternative use, climate change effects, biodiversity implications, etc.	**Target guidance** Provide a list of donations and projects to be supported on the contract, together with anticipated impacts and an explanation of the monitoring and evaluation processes to be put in place. Specify a list of areas expected to be impacted by the reforestation or afforestation projects. **Evidence required** Provide a list of donations and projects supported on the contract, together with information on what the anticipated impacts were and an explanation of the monitoring and evaluation processes that were put in place for each programme. Specify or list areas that were directly impacted by the reforestation or afforestation projects.	**Unit guidance** £ invested attributable to the contract

Environment: Oldham's Green New Deal: Resource efficiency and circular economy solutions are promoted

Reference	Measure	Requirements	Guidance
OT70/NT70 **Units** kg **Proxy** £0	**Single-use plastic packaging eliminated through reusable packaging solutions or schemes (e.g. Loop or equivalent) on the contract** **Definition** These are benefits resulting from a plastic packaging substitution programme, and they	**Target guidance** Kilos of plastic packaging to be replaced on the programme, and description of the sustainability analysis comparing the original options to the chosen alternatives. In the case of "milkman schemes", description of the scheme and intended impact.	**Unit guidance** Kilos of plastic packaging not used

Reference	Measure	Requirements	Guidance
	would include either solutions that substitute plastic packaging with alternatives that have been demonstrated to be more sustainable (i.e. with an overall lower carbon footprint and not leading to collateral pollution issues) over the course of their lifecycle, or "milkman" type schemes where products are delivered in reusable packaging as opposed to single use (options are currently set to be launched in some UK markets in 2020 by different providers).	**Evidence required** Report of the programme with a description of the sustainability analysis comparing the original options to the chosen alternatives. In the case of "milkman schemes", description of the scheme and intended impact.	
OT71/NT71 **Units** £ **Proxy** £1	**Value of service provided by local partnerships that implement circular economy solutions** **Definition** Circular economy refers to an economic system that aims to eliminate waste through the continual use and re-use of resources. Spend on (or equivalent value of) goods and services provided by organisations through local partnerships to implement circular economy solutions. This can include but is not limited to: ground coffee waste used for landscaping or repurposed, outdated technological equipment repurposed in local VCSEs, discarded furniture, uniforms or similar to be repurposed by local VCSEs.	**Target guidance** Provide a list of goods and services to be requested through local partnerships for a circular economy and for each either detail the spend or the equivalent estimated value (i.e. if it is pro bono). Provide evidence on the circular economy aspect of the goods and services to be consumed. **Evidence required** Provide a list of organisations you have partnered with and for each a breakdown of goods and services that were requested through local partnerships for a circular economy. For each category of items, either detail the spend or the equivalent estimated value (i.e. if it is pro bono). Provide evidence on the circular economy aspect of the goods and services consumed.	**Unit guidance** The value of the goods and services planned to be requested through local partnership for a circular economy and for each detail spend or equivalent estimated value (where pro bono)

Page 378

Environment: Oldham's Green New Deal: Sustainable Procurement is promoted

Reference	Measure	Requirements	Guidance
OT35/NT35		**Target guidance**	**Unit guidance**

Reference	Measure	Requirements	Guidance
Units % of contracts **Proxy** £0	**Percentage of procurement contracts that include sustainable procurement commitments or other relevant requirements and certifications (e.g. to use local produce, reduce food waste, and keep resources in circulation longer.)** **Definition** List requirements and contracts where applied.	Specify the total number of procurement contracts on the contract, and the total number of contracts that will include sustainable procurement commitments on the contract. Provide a copy of your sustainable procurement policy or an equivalent statement. **Evidence required** Specify the total number of procurement contracts on the contract and the total number of contracts that have included sustainable procurement commitments on the contract. Provide a copy of your sustainable procurement policy or equivalent statement.	(Total contracts including relevant commitments / total contracts) * 100 to arrive at a percentage.
OT48/NT48 **Units** Y/N **Proxy** £0	**Supply Chain Carbon Certification (Carbon Trust Standard for Supply Chain or equivalent independently verified) - achieved or to achieve for current year** **Definition** See Carbon Trust Standard for Supply chain or equivalent (https://tinyurl.com/mvtm5jpt).	**Target guidance** Specify certifications you have achieved or are planning to achieve within the current year. **Evidence required** Provide certifications you have achieved within the current year.	**Unit guidance** Provide certification or a statement with certifications you are planning to achieve.

Page 379

Environment: Oldham's Green New Deal: Social innovation to safeguard the environment and respond to the climate emergency

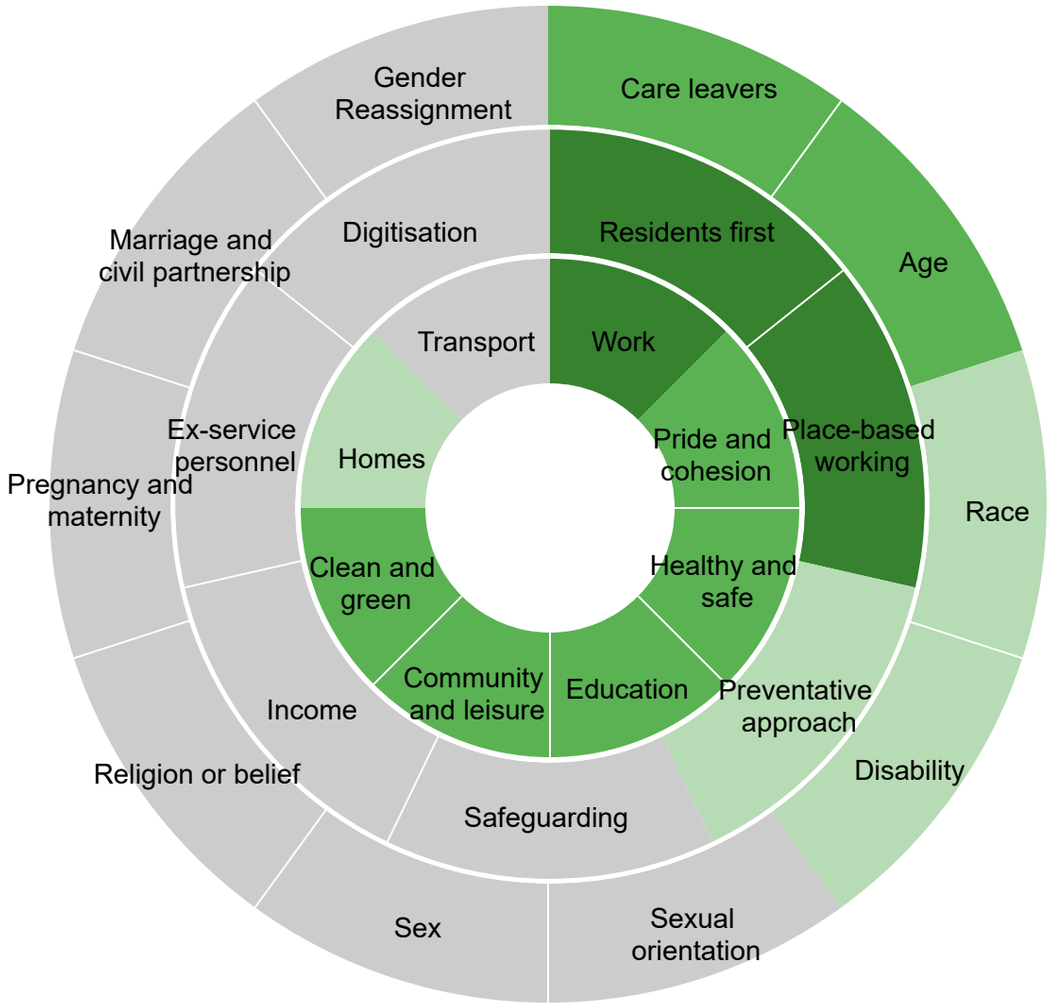
Reference	Measure	Requirements	Guidance
OT53/NT53 **Units** £ invested inc. time, materials, equipment etc **Proxy**	**Innovative measures to safeguard the environment and respond to the climate emergency to be delivered on the contract - these could be e.g. co-designed with stakeholders or communities, or aiming at delivering benefits while minimising carbon footprint from initiatives, etc.** **Definition**	**Target guidance** Describe the initiatives and their relevance to the Measure. A breakdown of pounds (including number of staff hours valued at £16.93 per hour or at £101.00 if it is expert time) should be provided. Provide details of any organisations you will work with and specify whether they will be covering the reported cost with you and how.	**Unit guidance** £ invested - including staff time (volunteering valued at £16.93 per hours, expert time valued at £101.00 per hour) and materials, equipment or other resources

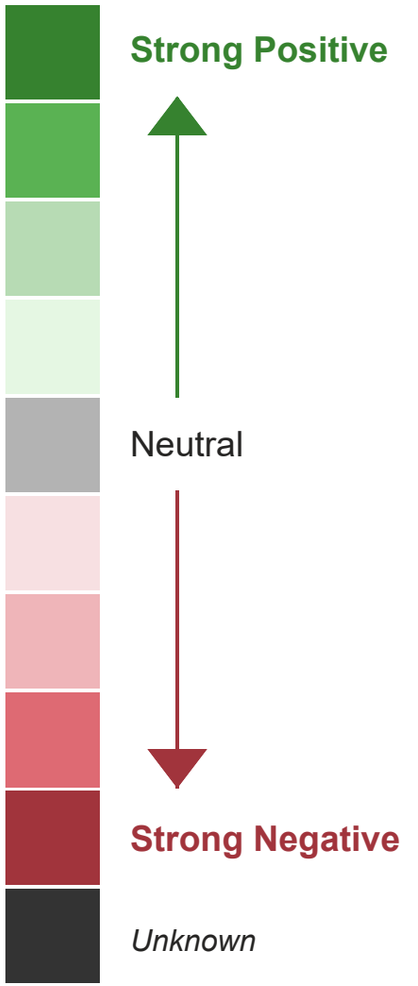
Reference	Measure	Requirements	Guidance
£1	Innovative Measures to safeguard the environment and respond to the climate emergency to be delivered on the contract.	**Evidence required** Please provide a project report that evidences the activities carried out during the reporting period, their impact, the range of expert services provided, and a description of partnering organisations if any. A breakdown of pounds invested per type of investment - e.g. cash, staff time volunteering (valued at £16.93 per hour), staff time expert advice (valued at £101.00), equipment or equivalent value of other assets should be provided.	

Social Value Policy

completed/last updated by Emily Molden on 18/10/2023

Portfolio
Corporate Services
Directorate
PPL (People Services)
Service/Team
PPL - Procurement
Is this IA related to a Budget Reduction proposal? No





Equality Characteristics

Category	Impact	Likely	Duration	Impact Score	Comment
Gender Reassignment	Neutral	Possible	Long Term	0	
Marriage and civil partnership	Neutral	Possible	Long Term	0	
Pregnancy and maternity	Neutral	Possible	Long Term	0	
Religion or belief	Neutral	Possible	Long Term	0	
Sex	Neutral	Possible	Long Term	0	
Sexual orientation	Neutral	Possible	Long Term	0	
Disability	Moderate Positive	Possible	Long Term	2	The policy to be approved promotes social value of which assisting disabled employees feature in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.
Race	Moderate Positive	Possible	Long Term	2	The policy to be approved promotes social value of which assisting BAME employees feature in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.
Age	Strong Positive	Possible	Long Term	4	The policy to be approved promotes social value of which assisting certain age brackets feature in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.
Care leavers	Strong Positive	Possible	Long Term	4	The policy to be approved promotes social value of which assisting care levers feature in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.

Corporate Priorities

Category	Impact	Likely	Duration	Impact Score	Comment
Digitisation	Neutral	Possible	Long Term	0	
Ex-service personnel	Neutral	Possible	Long Term	0	
Income	Neutral	Possible	Long Term	0	
Safeguarding	Neutral	Possible	Long Term	0	
Preventative approach	Moderate Positive	Possible	Long Term	2	The social value approach taken by Oldham Council is designed to support residents by targeting them at certain points/periods (rehabiliting, long term unemployed, school students) to prevent further issues further developing or developing at all.
Place-based working	Strong Positive	Very Likely	Long Term	8	The social value approach taken by Oldham Council is designed to support the community including residents, businesses and community groups and the publication of the policy will further promote and increase delivery.
Residents first	Strong Positive	Very Likely	Long Term	8	The social value approach taken by Oldham Council is designed to support the community including residents, businesses and community groups and the publication of the policy will further promote and increase delivery.

Future Oldham Aims

Category	Impact	Likely	Duration	Impact Score	Comment
Transport	Neutral	Possible	Long Term	0	
Homes	Moderate Positive	Possible	Long Term	2	The policy to be approved promotes social value of which tackling homelessness feature in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.
Clean and green	Strong Positive	Possible	Long Term	4	The policy to be approved promotes social value of which promoting and encouraging to safeguarding the environment feature in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.
Community and leisure	Strong Positive	Possible	Long Term	4	The policy to be approved promotes social value of which creating and increasing community cohesion in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.
Education	Strong Positive	Possible	Long Term	4	The policy to be approved promotes social value of which working with young people and students in education settings feature in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.
Healthy and safe	Strong Positive	Possible	Long Term	4	The policy to be approved promotes social value of which creating a safe and healthy community feature in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.
Pride and cohesion	Strong Positive	Possible	Long Term	4	The social value approach is designed to support and improve the local community which inturn will support increasing pride in the borough.
Work	Strong Positive	Very Likely	Long Term	8	The policy to be approved promotes social value of which encouraging employment, work experience, placements, training and apprenticeships feature in the TOMs approach taken by the Council. Where appropriate these outcomes can be prioritised for bidders to concentrate their efforts.

Negative Impacts

Category	Impact	Likely	Duration	Impact Score	What action can be taken to mitigate the potential negative impacts?	Action(s)	Owner(s)	Timescale(s)	If the negative impacts can't be mitigated, why should the project/decision proceed?

Strong Positive Impacts that are Possible

Category	Impact	Likely	Duration	Impact Score	What action can be taken to increase the likelihood that positive impacts are realised?	Action(s)	Owner(s)	Timescale(s)
Age	Strong Positive	Possible	Long Term	4	Where possible prioritise TOMs and provide as much information during the tender stage on the issues faced by the Council and the borough.	Regular reviews will be carried out	Commercial Procurement Unit/Commissioners	5 years
Care leavers	Strong Positive	Possible	Long Term	4	Where possible prioritise TOMs and provide as much information during the tender stage on the issues faced by the Council and the borough.	Regular reviews will be carried out	Commercial Procurement Unit/Commissioners	5 years
Clean and green	Strong Positive	Possible	Long Term	4	Where possible prioritise TOMs and provide as much information during the tender stage on the issues faced by the Council and the borough.	Regular reviews will be carried out	Commercial Procurement Unit/Commissioners	5 years
Community and leisure	Strong Positive	Possible	Long Term	4	Where possible prioritise TOMs and provide as much information during the tender stage on the issues faced by the Council and the borough.	Regular reviews will be carried out	Commercial Procurement Unit/Commissioners	5 years
Education	Strong Positive	Possible	Long Term	4	Where possible prioritise TOMs and provide as much information during the tender stage on the issues faced by the Council and the borough.	Regular reviews will be carried out	Commercial Procurement Unit/Commissioners	5 years
Healthy and safe	Strong Positive	Possible	Long Term	4	Where possible prioritise TOMs and provide as much information during the tender stage on the issues faced by the Council and the borough.	Regular reviews will be carried out	Commercial Procurement Unit/Commissioners	5 years
Pride and cohesion	Strong Positive	Possible	Long Term	4	Ensure social value is included in all tendering/commissioning activity and delivery is monitored	Regular reviews will be carried out	Commercial Procurement Unit/Contract Managers	5 years

Oldham

Local Needs Analysis

Social Value Portal

Produced by Social Value Portal for Oldham

Policy Review updated: November 2023

Social Value Portal

Key Insights: Oldham

Overview & Approach

Local Impact Area

Key Insights

Jobs

Growth

Social

Environment

TOMs Scoreboard

Social Value Portal

Overview & Approach

The TOM System

This report includes content that is aligned to the National Social Value Measurement Framework also known as the National TOMs as it is built around a set of Themes Outcomes and Measures.

This will allow the analysis to inform social value targets and ensures the recommendations arising from this report can be measured to evidence the social value they are creating. The National TOMs Measurement Framework includes 20 Outcomes across 5 Themes with 40 core Measures

Why?

The first step in delivering a place-based social value strategy is to recognise the importance of local context.

The purpose of this report is to provide an understanding of the key needs and opportunities when it comes to delivering social value in the local area

This will help to identify where the new development can make a real and long-lasting difference

How?

To achieve this, two exercises have been carried out and are summarised in this report:

1. A Policy Review: A comprehensive review of relevant policy documents.

2. A Deprivation Analysis: Quantitative and qualitative deprivation analysis of economic, social and environmental research and data to understand the key needs and opportunities to inform the delivery of social value.

User Guidance

This report is based on the public datasets which are regularly updated within the Local Needs Dashboard. It is important to note that this Local Needs Analysis should not be viewed as an all-encompassing summary of the needs in an area. Instead, it provides information and insights about the area and based on the selected data indicators included. This report should be used to inform decision making around social value initiatives and activities that could be delivered by helping readers understand where the greatest impact can be made. It should also be used to inform discussions with local stakeholders who will be able to provide their own thoughts about the key needs and priorities locally.

The data indicators used in this Local Needs Analysis are selected on their basis to identify needs that align to the outcomes and measures in the National Social Value Measurement Framework (National TOMs) and to expand on IMD domains. This ensures that the recommendations arising from this report can be measured to evidence the social value they are creating. Additionally, Oldham Council have a bespoke TOMs Measurement Framework that has been developed to specifically align to the priorities of the council, therefore, throughout this report the Oldham TOMs (OT) references have been used where applicable.

To include additional indicators, please contact the Social Value Portal team for a customised Local Needs Analysis package.

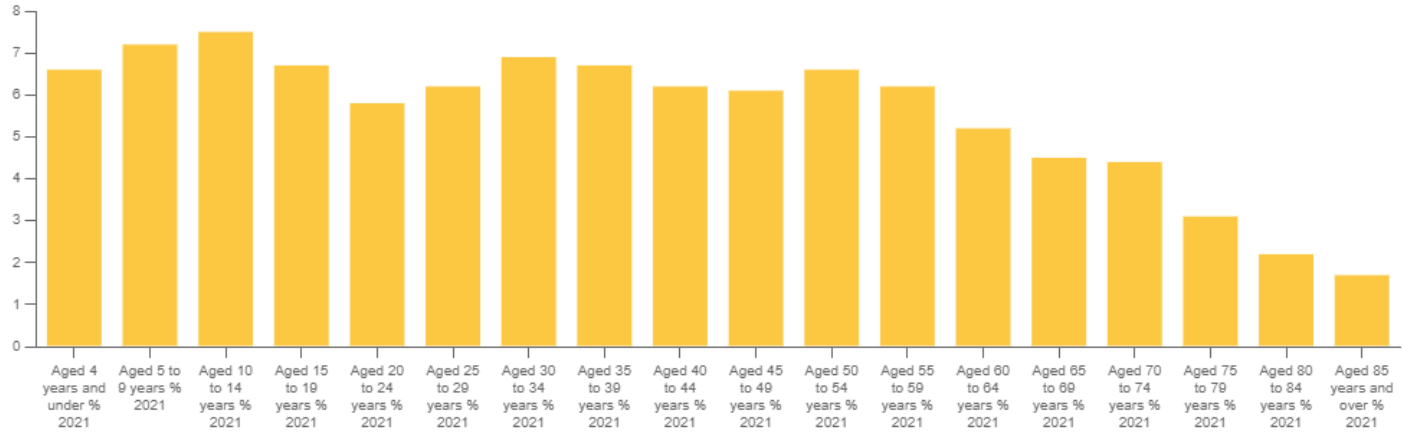
Policy Review last updated November 2023

Social Value Portal

Local Impact Area

Local Demographics

Population by age: Oldham



The Indices of Multiple Deprivation

We use IMD data to inform the deprivation analysis as well as numerous other public data sets.

What is IMD?

The Indices of Multiple Deprivation (IMD) are a measure of relative deprivation used to rank neighbourhoods across the UK.

Deprivation is essentially defined as ‘a lack of…’ and the IMD allows for the identification of need, relative to the rest of the country.

How does it work?

IMD measures the deprivation in 32,844 Lower-layer Super Output Areas (LSOAs) in England. These areas have an average of 1,500 residents each.

IMD analysis allows for the identification of levels of deprivation by ranking LSOAs from 1 (most deprived area) to 32,844 (least deprived area).

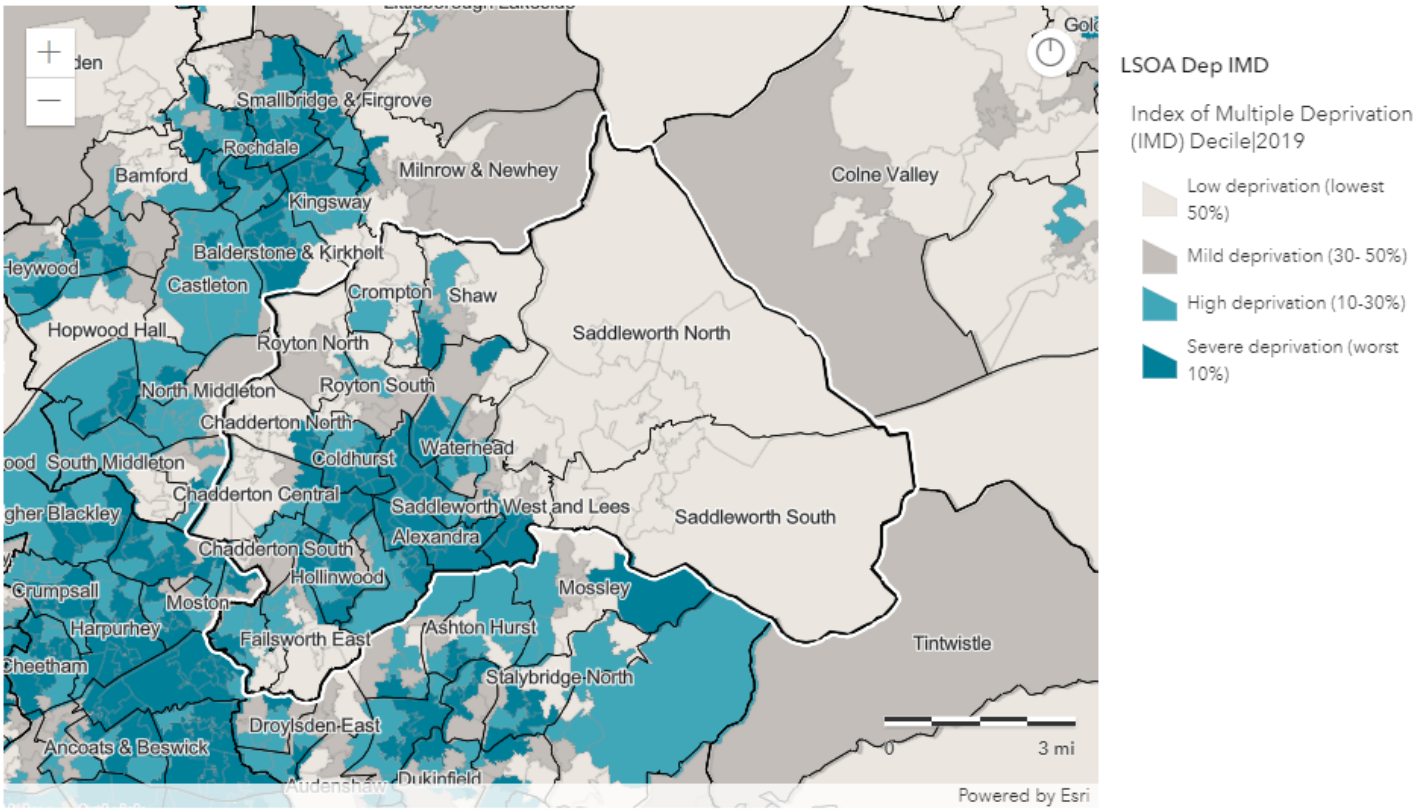
What does it measure?

IMD measures the overall deprivation on the basis of the following seven domains: Income; Employment; Education, Skills and Training; Health; Crime; Barriers to Housing and Services; and the Living Environment.

These individual domains provide specific insight about what might be causing deprivation.

Overall deprivation

Oldham experiences high to severe Overall deprivation towards the west of the local authority, particularly concentrated in the south west towards Manchester. The east of Oldham experiences low Overall deprivation.



Social Value Portal

Key Insights: Oldham

Key insights updated: There a significant inequalities in terms of deprivation across Oldham, as highlighted in the Overall deprivation map with demonstrates a east to west divide between low and severe Overall deprivation.

Jobs

Promoting local skills & employment

Oldham experiences pockets of high to severe Employment deprivation, predominantly in the south west of the local authority. The total claimant count in Oldham is higher than the north west regional average at 6.5% compared to 4.2%. The percentage of 16-17 year olds who are not in education, employment or training is 6.9% which is 2% higher than the regional average. High to severe Education deprivation is also concentrated towards the south west of Oldham. The percentage of the population with no qualifications is 24.7% in Oldham compared to 19.5% for the regional average. Oldham also performs worse than the regional average for percentage with no GCSE, percentage with no NVQ. However, the percentage of people economically active with Trade Apprenticeships is higher than the regional average at 5.1% compared to 3.8%.

Growth

Supporting the growth of responsible & regional business

The largest sectors by proportion of enterprises are Health, Manufacturing and Retail. 98.1% of enterprises in Oldham are micro or small. Additionally, there are 1,326 voluntary organisations, community groups and social enterprises making a difference in Oldham, of which 70% are micro organisations.

Oldham has a higher rate of patients in contact with mental health or learning disability services compared to the north west with 70.9/1,000 compared to 48.3/1,000. Additionally, Oldham has a higher percentage of people with a low satisfaction score. High to severe Income deprivation is concentrated towards the south west of Oldham, and Oldham overall has a lower gross weekly pay for full-time workers compared to the northwest, with women having a lower gross weekly pay than men.

Social

Healthier, Safer & More Resilient Communities

Oldham experiences high to severe Health deprivation concentrated towards the south west of the local authority. Oldham performs worse than the regional average for indicators relating to physical health including mortality rate from preventable causes, adults classified as overweight or obese, physical inactivity in adults and smoking prevalence. Oldham experiences high to severe Crime deprivation across much of the local authority, and a higher rate of violent crime, sexual offences and hospital admissions due to violent crime compared to the regional average.

Environment

Decarbonising & safeguarding our world

Oldham experiences pockets of high Outdoor Living Environment deprivation in the south west of the local authority, and the east and north west of the local authority has a higher percentage of accessible green and blue space. It takes almost 5 more minutes to travel to 8 key services using public transport when compared to driving.

Social Value Portal

Jobs: Local Skills & Employment

Policy Review

Oldham Council's holistic aim is to provide better jobs and dynamic businesses for residents within Oldham. Increased opportunities for young people in terms of skill development and access to employment opportunities are both viewed as important means to develop the skills base and link this to the local jobs market in Oldham.

Oldham Council Corporate Plan 2022-2027	**Strategic Priorities** • Better jobs and dynamic businesses • A great start and skills for life **Strategic Aims** • Increase opportunities for young people to engage with our youth activities and support • Develop and deliver a strategy for post-16 education and training that equips residents to access great jobs • Support residents into work through our range of Get Oldham Working initiatives • Develop a new employment and skills strategy and Oldham Skills Plan for the borough
Oldham Green New Deal Strategy 2020 - 2025	**Green New Deal objectives** • Deliver a sustainable economy, tackling fuel poverty and generating training and employment opportunities in the growing green business sector • Ensure that Council staff and strategic partners, residents, schools and businesses are 'carbon literate' and actively engaged in delivering environmental change **Growing the Green Technology and Services Sector** This is about attracting businesses in the fast-growing GTS sector to Oldham, creating jobs and bringing inward investment, and supporting our existing GTS businesses to thrive
Our Future Oldham - A Shared Vision for 2030	**Uplifting Every Resident** • The opportunity to get a decent job that pays well and offers security and flexibility. • A well rounded, enriching, life long education

Joint Strategic Needs

Assessment Oldham

Early Years Educational development

- In Oldham the proportion of children that have a "Good Level of Development" is consistently below that of the England average. The most recent data shows that **59.8%** of Oldham children achieved a 'good level of development' (GLD) by the end of reception year, lower than the England average of **65.2%** (2021/22).

Source: Department for Education (DfE), EYFS Profile: EYFS Profile statistical series

Educational attainment

- **62.7%** of pupils meet the expected standard at Key Stage 2 in Reading, Writing & Maths. This is lower than the England average of **65.3%** (2019/20). There has been a good improvement in the KS2 average since 2016/17 of 46.8%. This has levelled off over the previous year, likely impacted by Covid.
- Oldham's average Attainment 8 score at the end of Key Stage 4 is **44.1**, lower than the England average of **48.7** (2021/22).

Source: Department for Education (DfE), EYFS Profile: EYFS Profile statistical series

16-17 NEET

- **6.9%** of 16-17 year olds are not in employment, education or training (or status is unknown), higher than the **4.7%** in England (2021).

Unemployment

- Unemployment currently stands at **6.6%** (May 2023). Oldham has the highest claimant rate in GM and a rate higher than England (**3.8%**).
- Youth Unemployment currently stands at **9.3%** (May 2023). Similarly to the general unemployment rate, Oldham is highest in GM and has a rate higher than the national average (**4.9%**).

Source: Oldham Council Monthly Labour Market Report

Income, Employment & Skills

- The average weekly earnings are **£441.40**. This is lower than England's average of **£496.00** (2021).
- **36.2%** of children live in relative low income families. This is nearly double the national figure at **18.5%** (2020/21)
- **22.7%** of areas (7 wards) in Oldham are among the 10% most deprived areas in England (2019).

Source: Office for Health Improvement and Disparities (Relative Low Income)

- Levels of employment in Oldham are consistently below the national average. The latest data shows Oldham's employment rate is **66.4%** for those aged 16-64 and the national employment rate is **75.4%** (2021/22)

Source: ONS - Annual Population Survey

All Age Unemployment

- Levels of unemployment in Oldham are historically higher than the national average. The current rate in Oldham is **6.5%** which is nearly double the national rate of **3.8%** whilst the Oldham rate is much higher there are significant variations across the different wards. (2021/22)

Youth Unemployment

- There is a similar trend with Youth Unemployment where the current rate is **9%** in Oldham compared to **4.6%** nationally.

Source: DWP

Social Value Portal

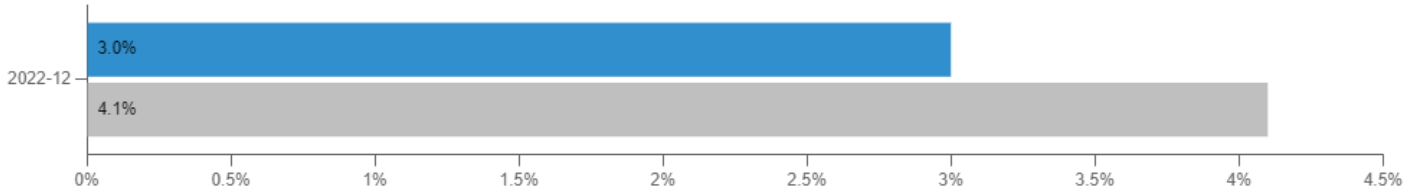
Jobs: Local Skills & Employment

The following graphs show how Oldham compares with the regional average across indicators related to Jobs: Local Skills & Employment. The relevant NT measure references have been included throughout.

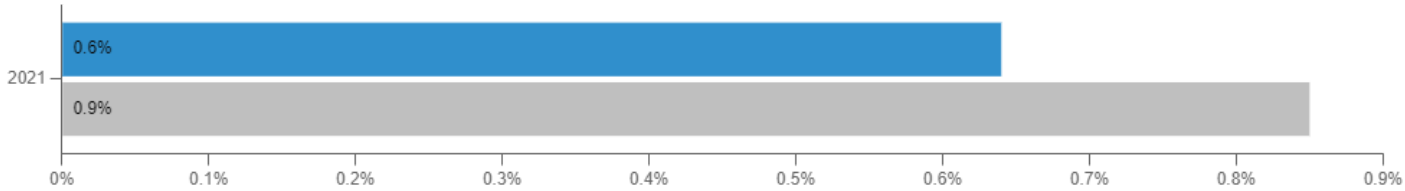
Oldham North West

Outcome: More local people in employment

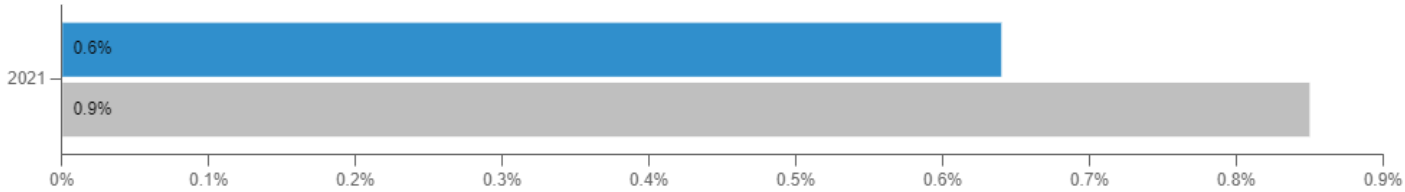
OT1: Unemployment rate - aged 16+



OT1: Job Density

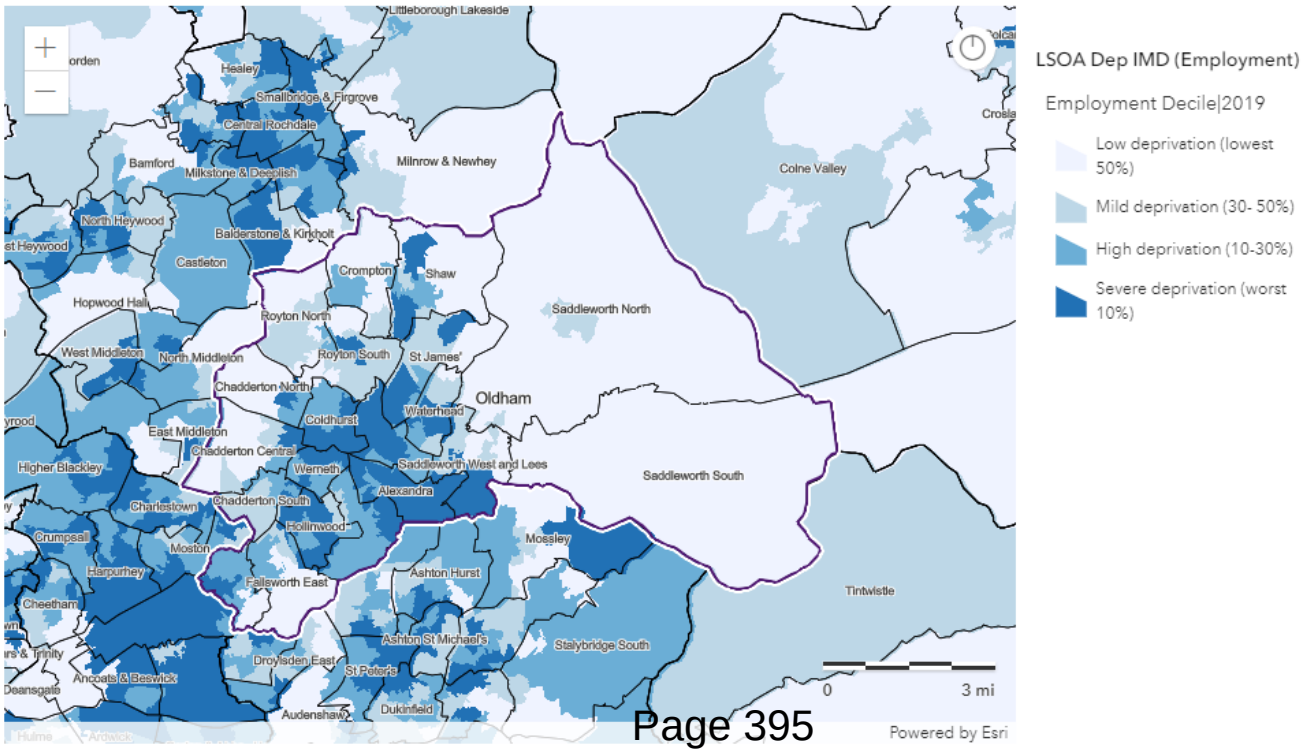


OT1: Job Density



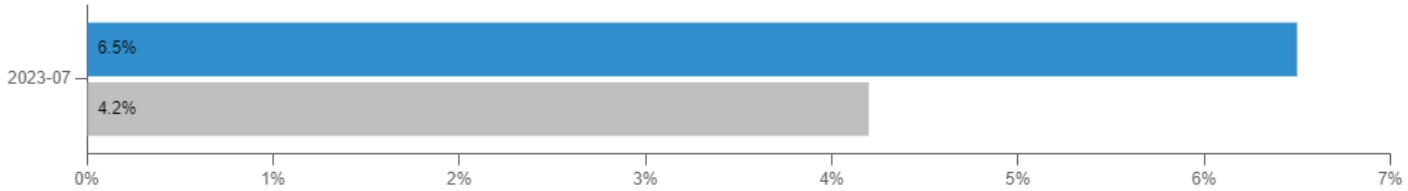
OT1: Employment map

Similarly to Overall deprivation, Oldham experiences mainly low Employment deprivation in the east with high to severe Employment deprivation concentrated towards the south west.

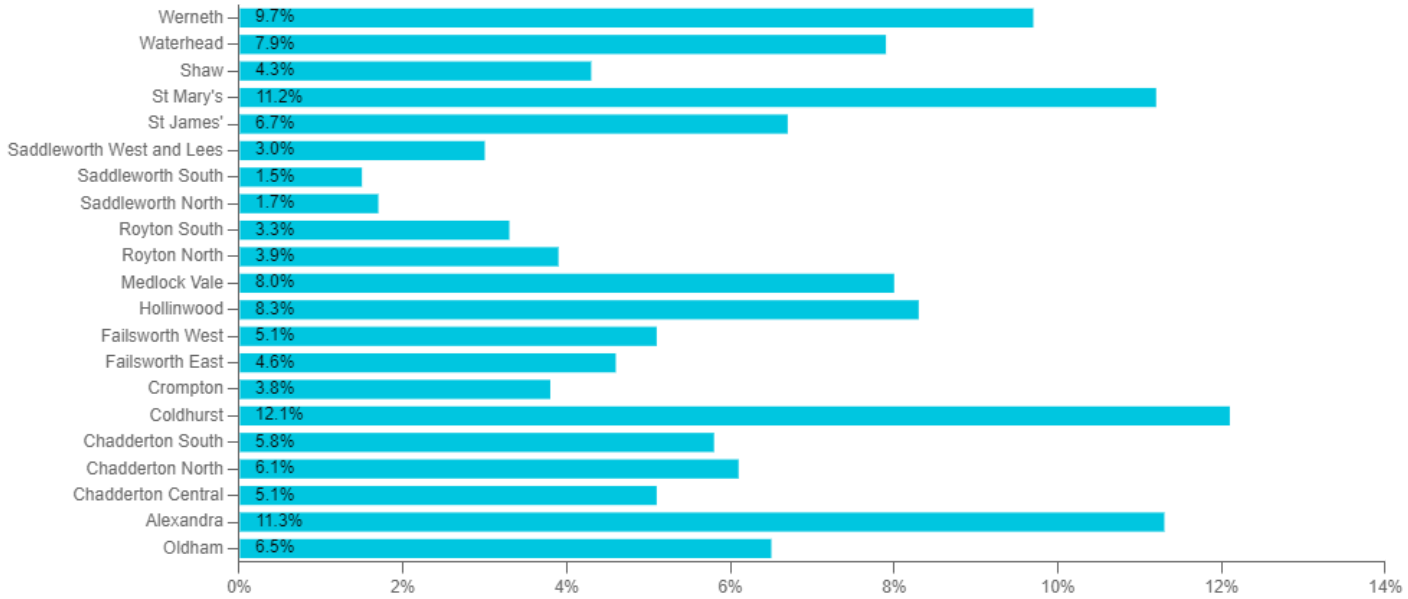


Outcome: More opportunities for disadvantaged people

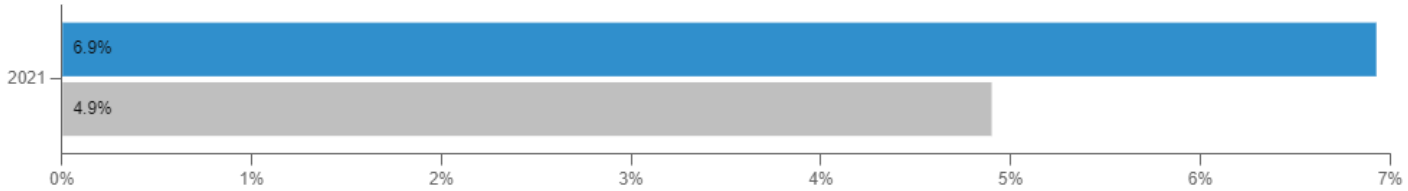
OT3: Total claimant count % - age 16+ yrs



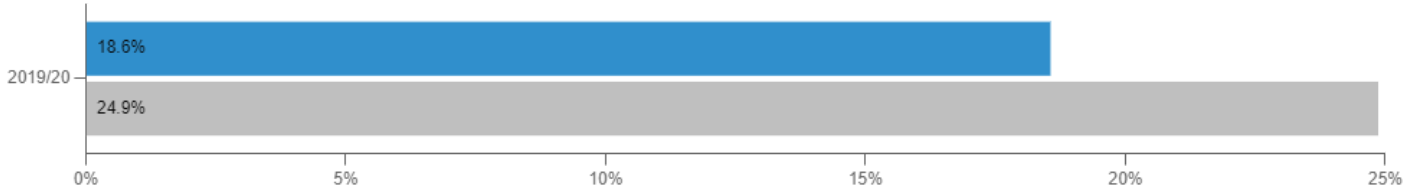
OT3: Total claimant count % - age 16+ yrs (Ward Level)



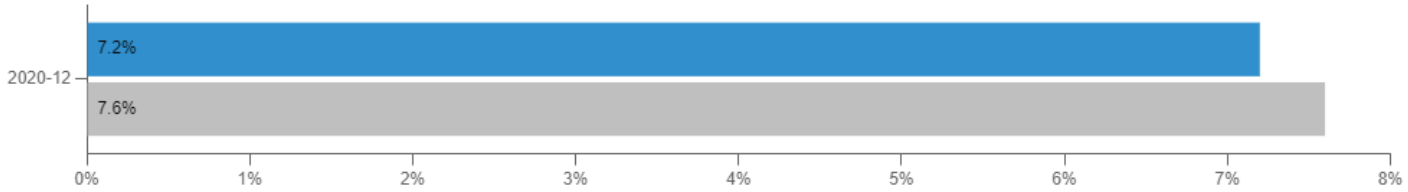
OT4: 16-17 year olds not in education, employment or training (NEET) or whose activity is not known - 16-17 yrs



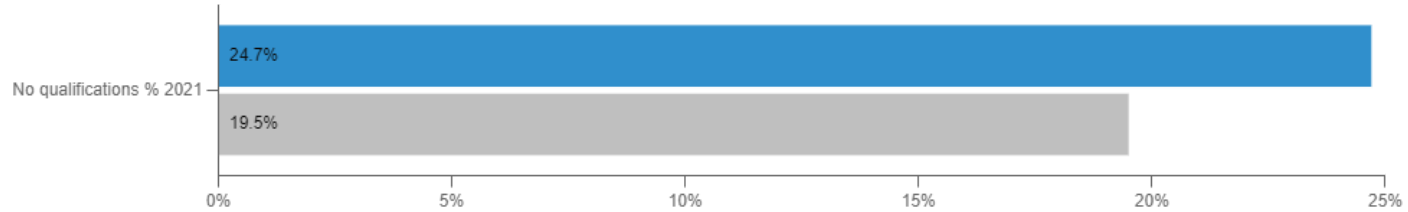
OT5: Percentage of offenders who re-offend - All ages



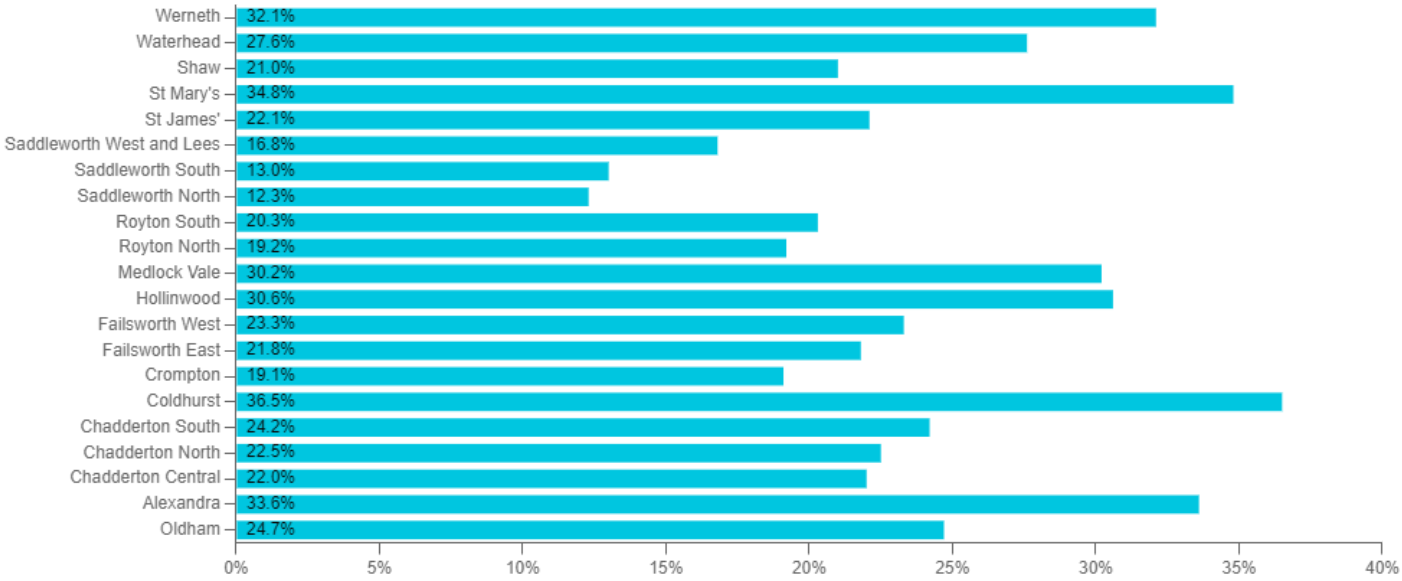
OT6: Unemployment rate EA core or work-limiting disabled - aged 16-64



OT8: Percentage of population with no qualifications

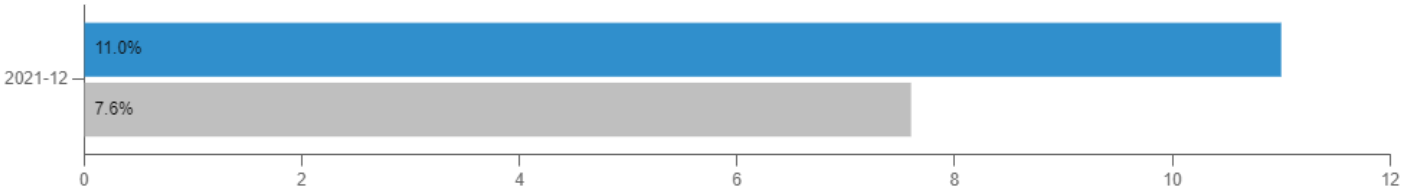


OT8: Percentage of people with no qualifications (Ward Level)

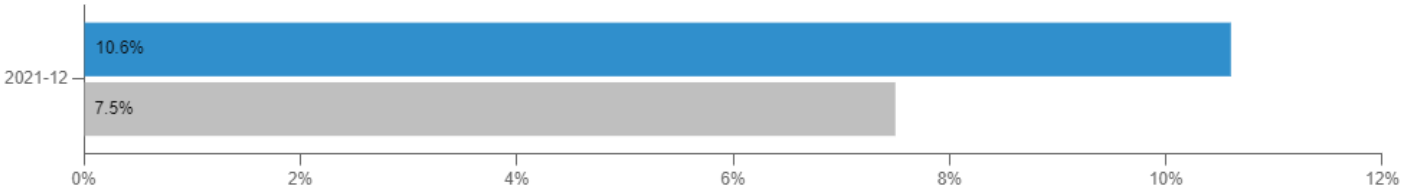


Outcome: Improved skills

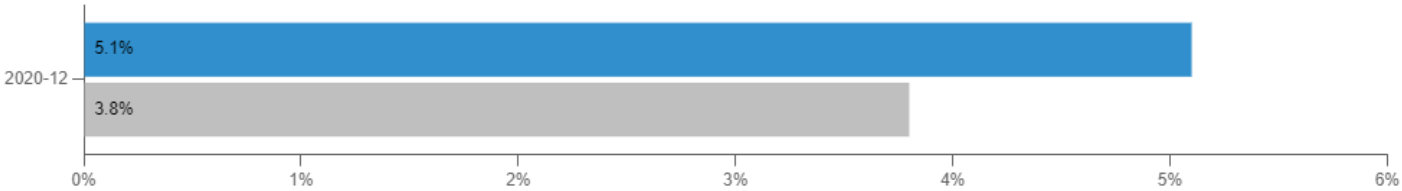
OT8: Percentage with no qualifications (GCSE) - aged 16-64



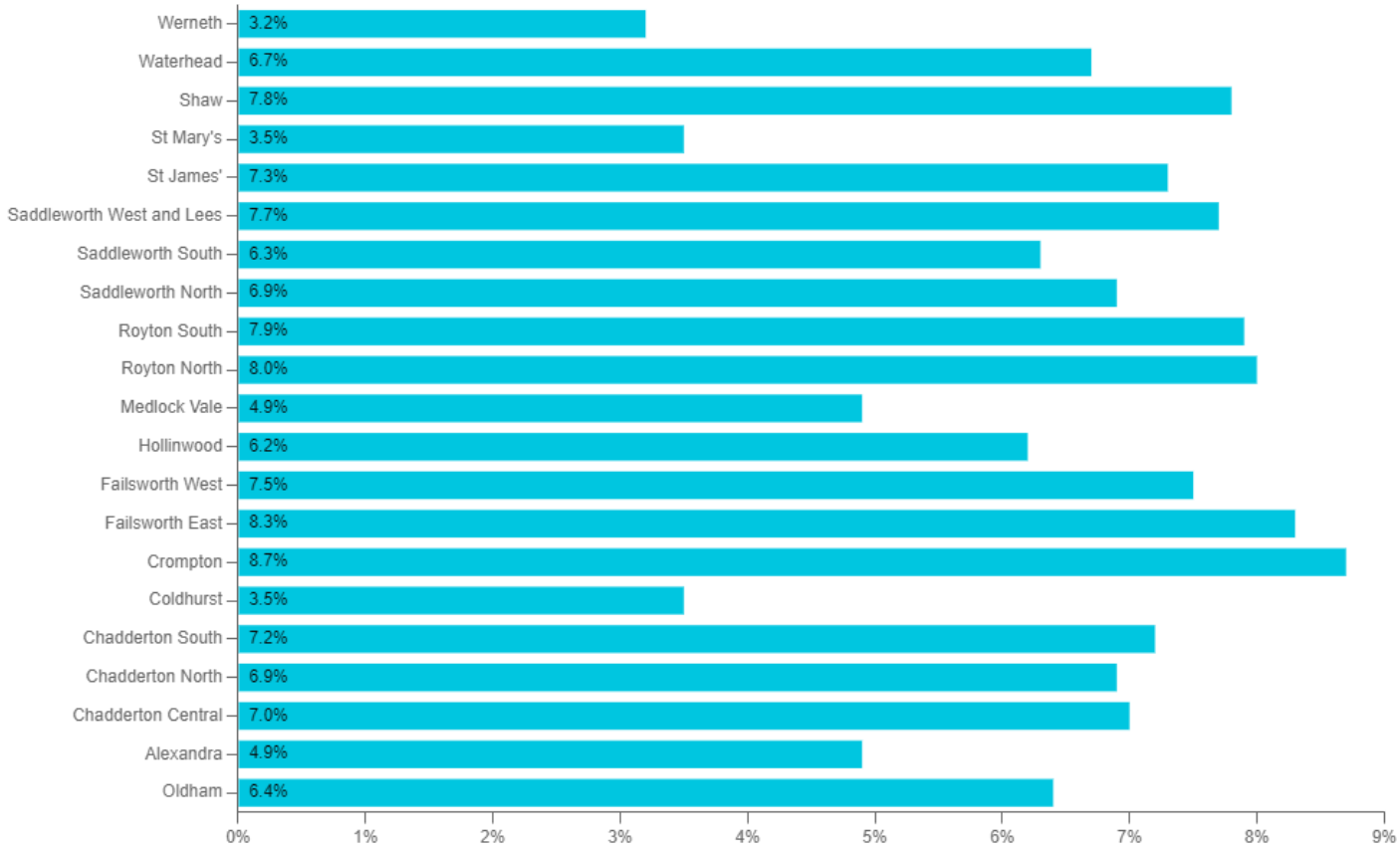
OT9: Percentage with no qualifications (NVQ) - aged 16-64



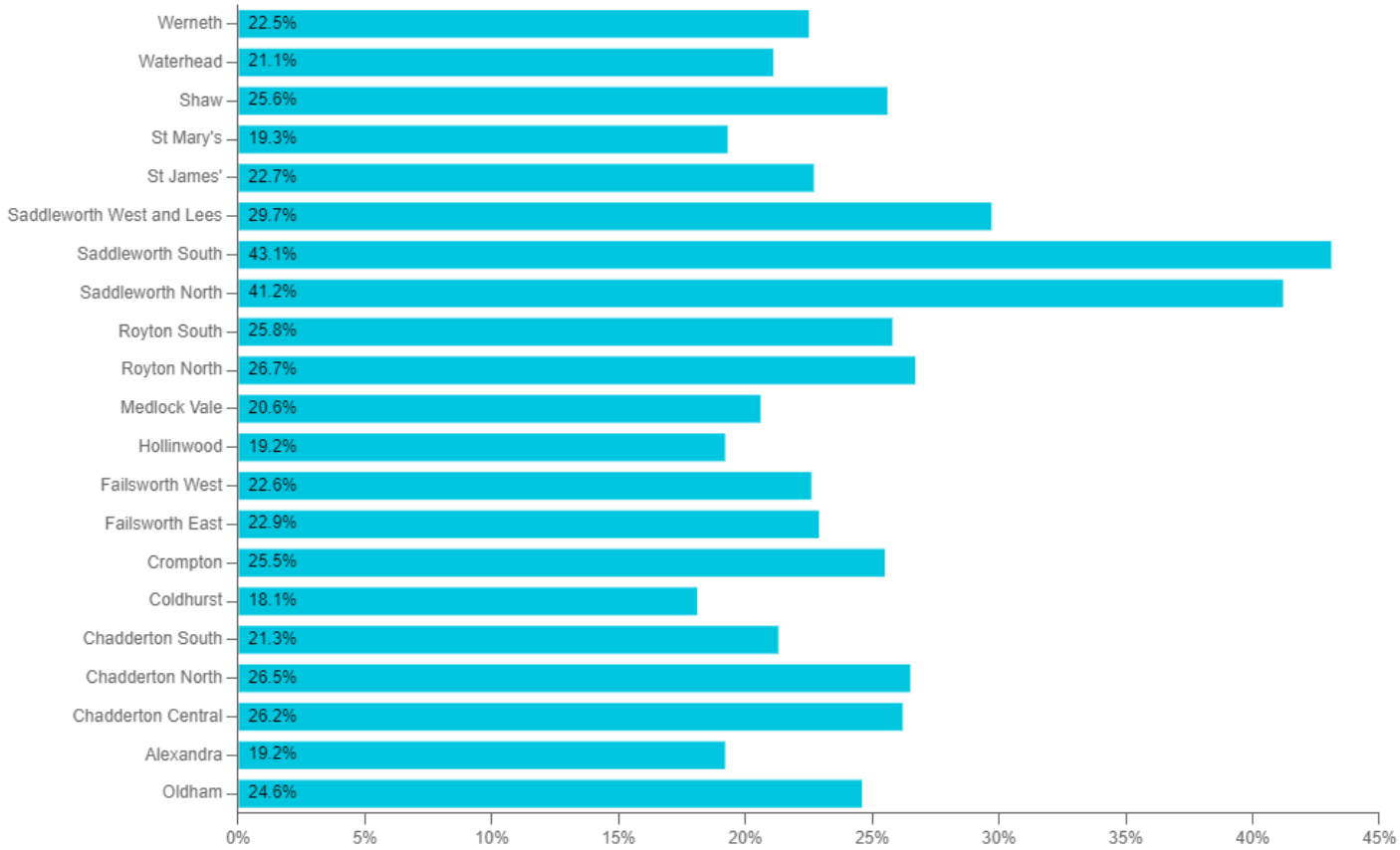
OT10: Percentage of economically active with Trade Apprenticeships - aged 16-64



OT8: Percentage of population in Apprenticeships (Ward Level)



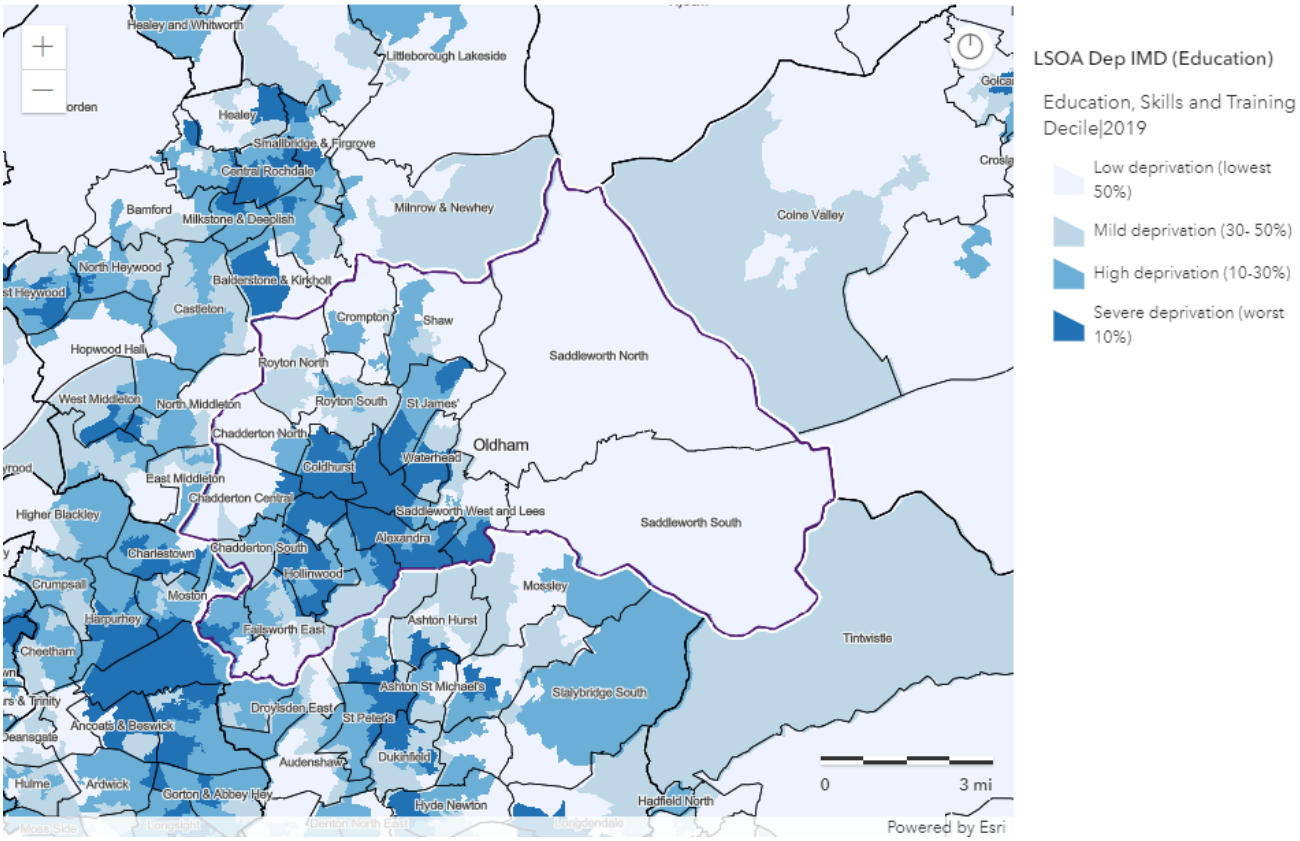
OT8: Percentage of population with Level 4 qualifications or higher (Ward Level)



Outcome: Improved employability of young people

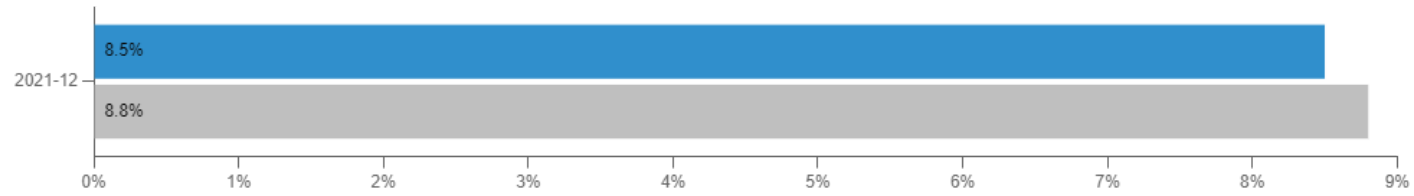
OT12: Education map

Education deprivation measures the lack of attainment and skills in the local population. Oldham experiences high to severe Education deprivation in the south west of the local authority, with low Education dperivation covering the east of Oldham. This is the same pattern of deprivation highlighted in the Employment and Overall deprivation maps.



Outcome: Improved skills for disadvantaged people

OT9A / OT10A: 16+ unemployment rate - ethnic minority



Social Value Portal

Growth: Supporting Responsible & Regional Business

Policy Review

Oldham Council aims to proactively support and engage with local businesses, by increasing spend with local companies and suppliers. This should maximise the impact of the Oldham pound.

Oldham Council Corporate Plan 2022-2027	**Strategic Aims** • Improve the approach to supporting and engaging local businesses • Increase the amount the council spends with local companies and suppliers, to maximise the impact of the Oldham pound
Oldham Green New Deal Strategy 2020-2025	**Green New Deal objectives** • Deliver a sustainable economy, tackling fuel poverty and generating training and employment opportunities in the growing green business sector **Green New Deal Programme components:** • Green Economy, including work, skills and business engagement
Our Future Oldham - A Shared Vision for 2030	**Uplifting Every Resident** • A local area that meets people's needs and makes them proud
A Realist Evaluation of the State of the Oldham Voluntary, Community and Social Enterprise Sector 2021	**Key headlines for Oldham** • 1,326 voluntary organisations, community groups and social enterprises making a difference in Oldham • 70% are micro organsiations (defined by an annual income of <£10k • 12% of the sector identify as being a social enterprise • £90.4 million total income of the sector in 2019/2020 • 84% of organisations have at least one source of non-public sector funds, bringing significant value • 38% of the organisaitons have used thier reserves in the past 12 months (66% due to COVID) • 45,720 volunteers (including committee/ board members), giving 166,910 hours each week valued at £82 million per annum (based on Living Wage £9.50 per hour) • 85% have had some direct dealings with other VCSE organisations, 83% with Oldham Council and 49% with private organisations

Social Value Portal

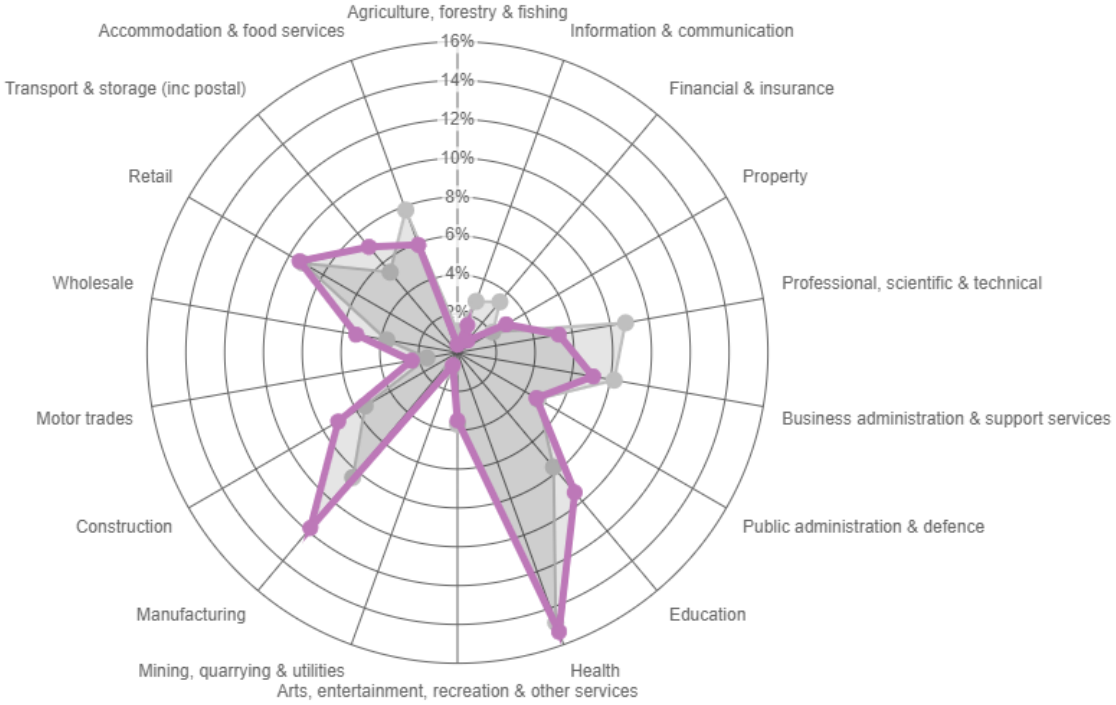
Growth: Supporting Responsible & Regional Business

The following graphs show how Oldham compares with the regional average across indicators related to Growth: Supporting Responsible & Regional Business. The relevant NT measure references have been included throughout.

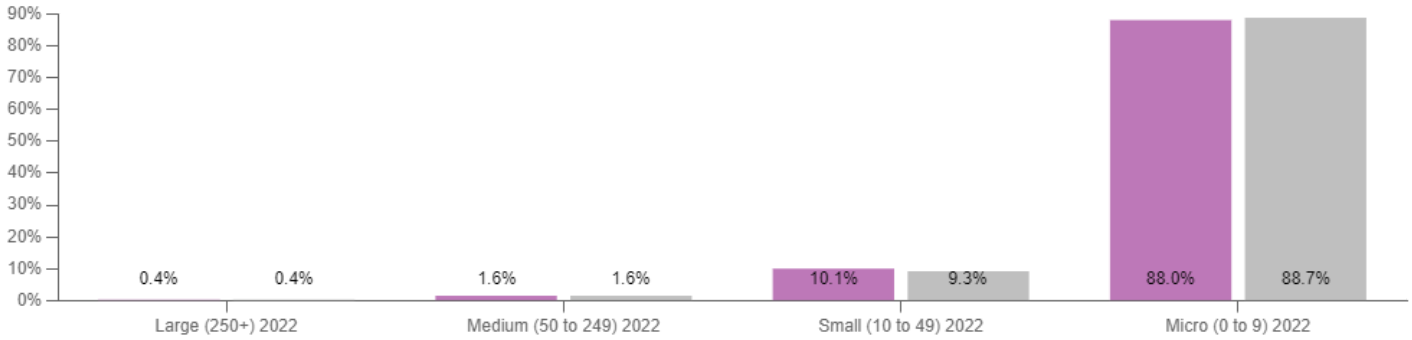
Oldham North West

Outcome: More opportunities for local MSMEs and VCSEs

OT18: Business Register and Employment Survey

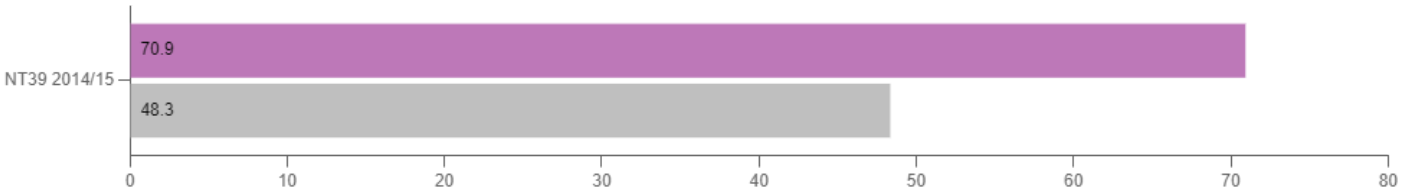


OT19: Percentage of enterprises by size

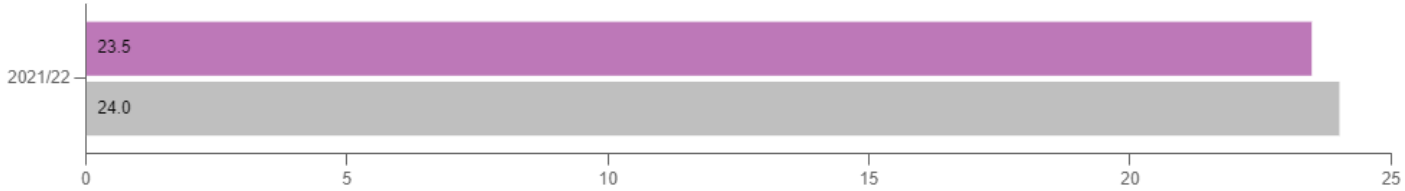


Outcome: Improving staff wellbeing & mental health

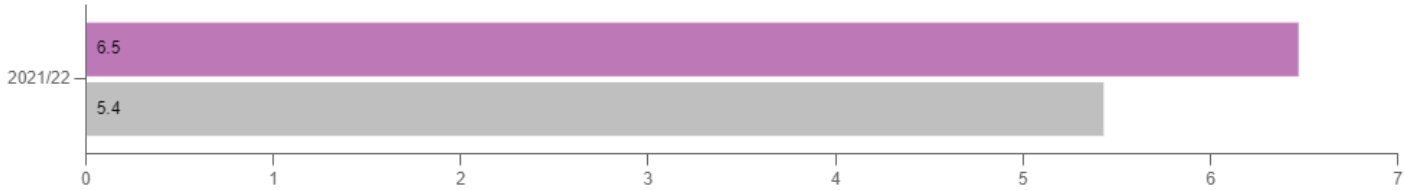
NT39: Contact with mental health or learning disability services: rate per 1,000 patients on GP practice list - 18+ yrs



OT55: Self-reported wellbeing: % people with a high anxiety score -16+ yrs



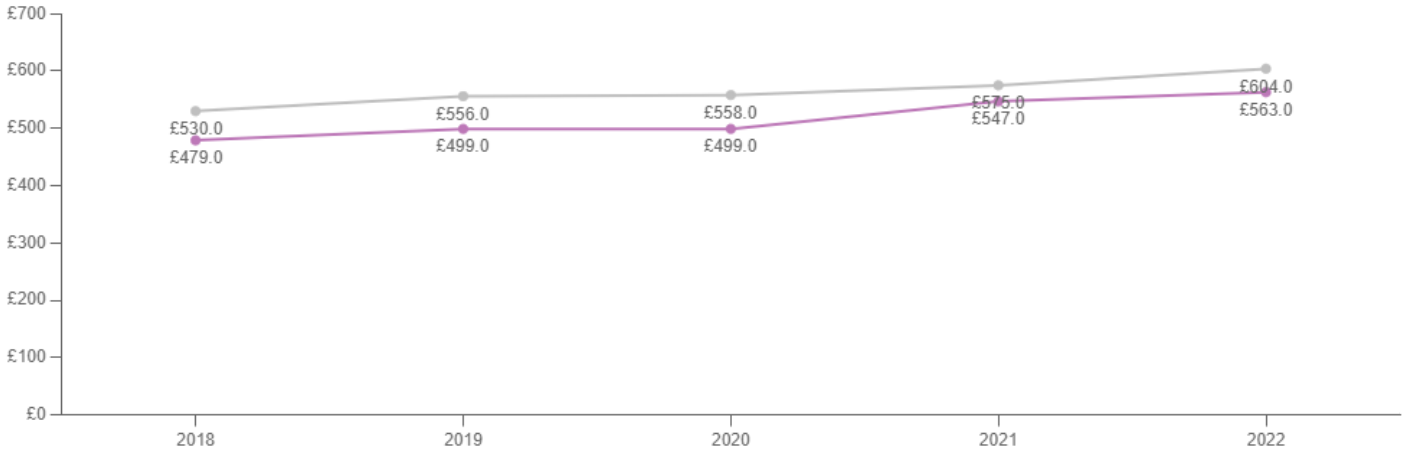
OT20: Self-reported wellbeing: % people with a low satisfaction score - 16+ yrs



Outcome: Reducing inequalities

NT41/42: Gross Weekly Pay - Full Time Workers - Residence Analysis

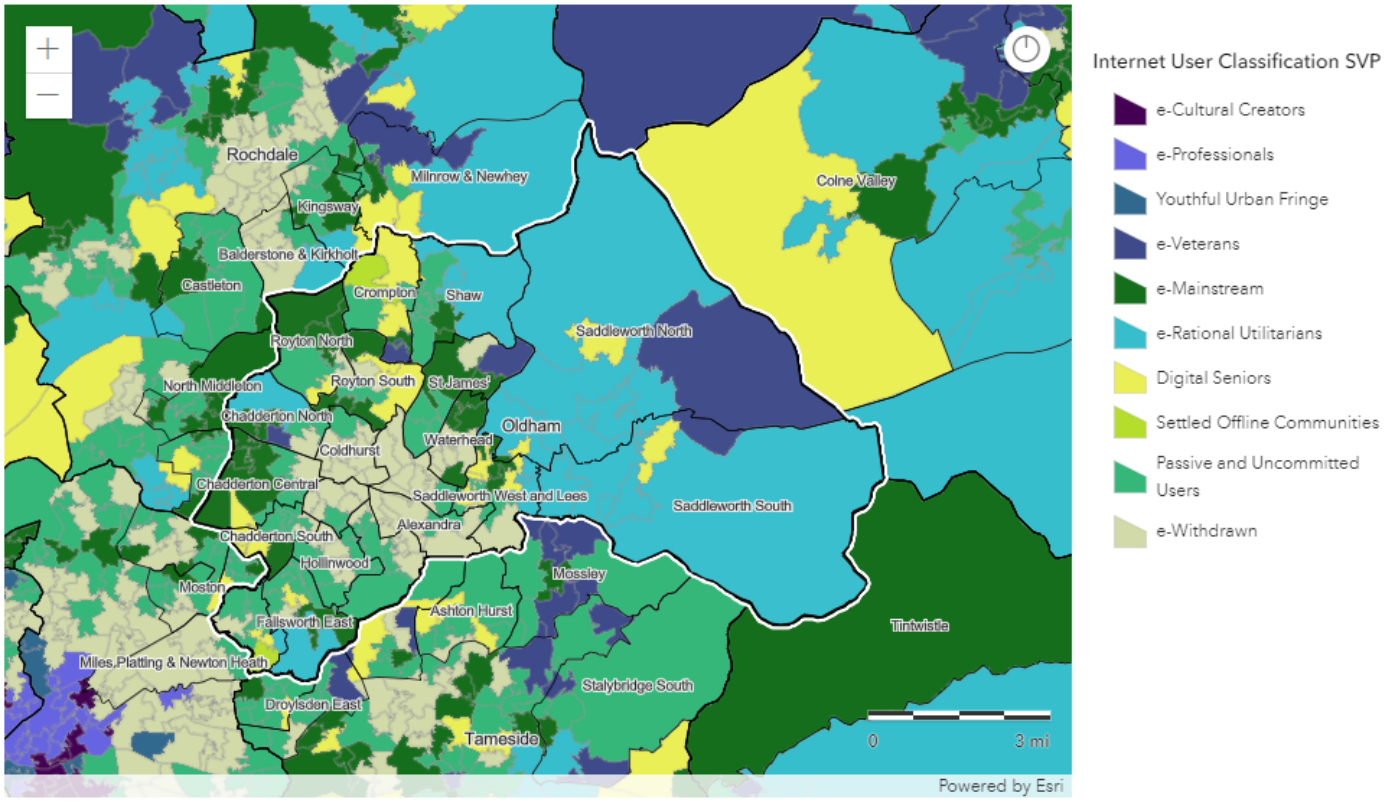
NT41/42: Gross Weekly Pay - Full Time Workers - Residence Analysis



NT40: Gross Weekly Pay - Full Time Workers

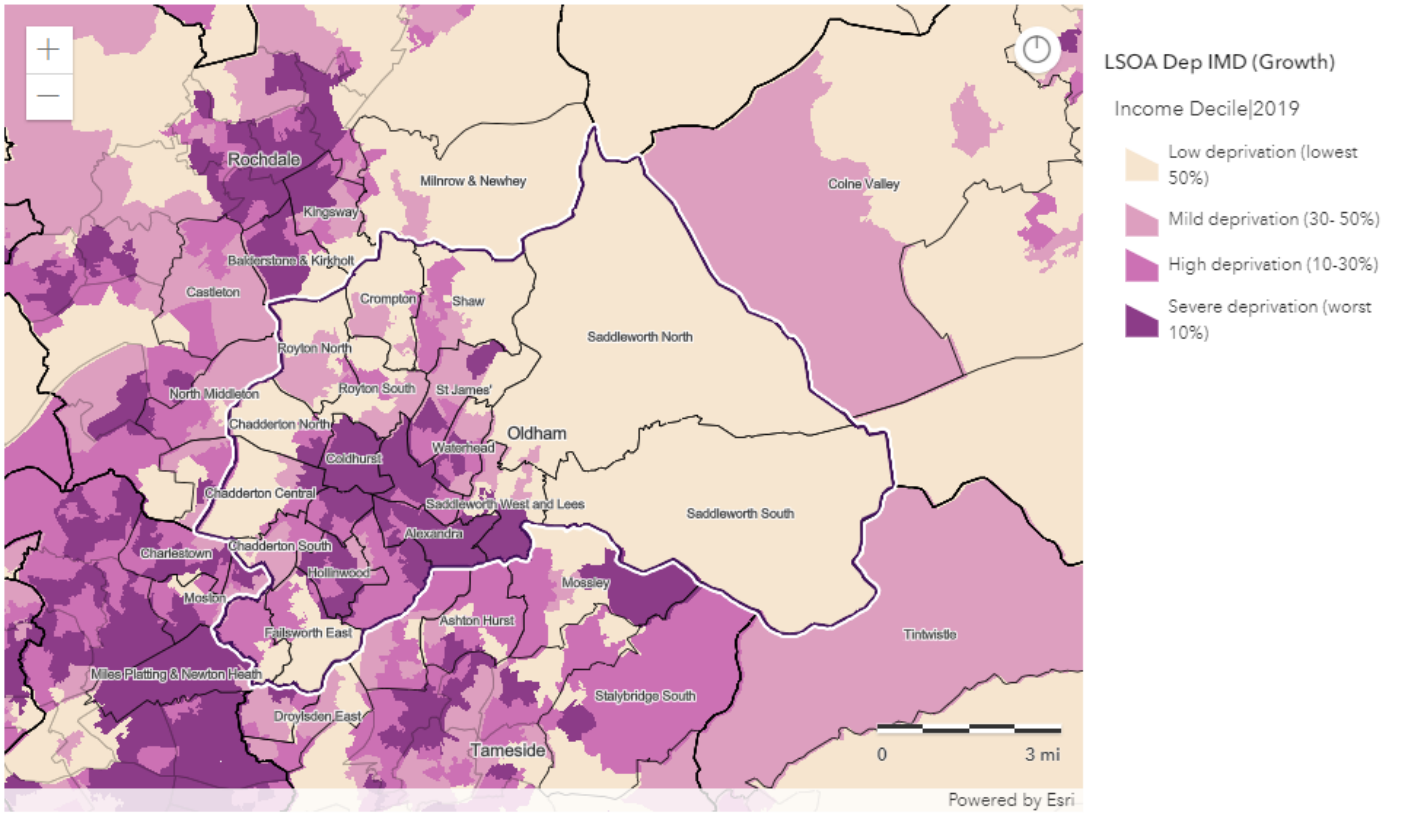
Internet User Classification map

The map shows the classification of neighbourhoods in Oldham in terms of how they interact with the internet. The Consumer Data Research Centre (CDRC) have developed an Internet User Classification using data from the British Population Survey (BPS), which provides info on the behavioural characteristics of the population regarding various aspects of internet use, which could be linked with demographic data from the census and supplemented with data from online retailers, on online transactions and infrastructure data from OfCom on download speed. Every LSOA in the UK has been classified into 10 groups (summarised in the table on the Appendix).



NT41/42: Income map

Income deprivation measures the proportion of the population experiencing deprivation relating to low income. Oldham experiences high to severe Income deprivation concentrated towards the south west of the local authority, exhibiting a similar pattern to deprivation seen across other domains.



Social Value Portal

Social: Healthier, Safer & More Resilient Communities

Policy Review

Oldham Council seeks to be the provider of healthy, safe and well supported residents. Physical and mental health and community spirit are highlighted as key pillars of overall wellbeing for residents. Delivery arms for resident wellbeing include health and social care servuces, physical activity levels and leisure centre usage and community safety and prevention of crime.

Oldham Council Corporate Plan 2022-2027	**Vision for Future Oldham** • Healthy, safe and well supported residents **Strategic Aims** • Diverse opportunities to get together, with regular activities to boost physical and mental health and community spirit; **Strategic Objectives** • Delivering Healthy, Safe and Well Supported Residents • Deliver health and social care services that are more joined-up through the delivery of the new integrated care model • Develop and deliver a health inequalities plan for Oldham • Increase the uptake of local and national health checks, screenings and immunisations • Increase levels of physical activity and usage of leisure facilities • Develop and deliver a new three-year community safety and cohesion plan, tackling crime and ensuring people feel safe across the borough
Oldham Green New Deal Strategy 2020-2025	**Green New Deal Objectives** • Maintain a high quality local environment which delivers health and wellbeing benefits for residents, including food and recreation, reducing costs for public services.
Our Future Oldham - A Shared Vision for 2030	**Uplifting Every Resident** • A home that is affordable, well-maintained and appropriate • Diverse opportunities to get together, with regular activities to boost physical and mental health and community spirit • A local area that meets peoples needs and makes them proud • Timely access to vital services to keep people healthy and safe

Oldham Health and Wellbeing Strategy 2022-2030

Our vision: Oldham residents are happier and healthier, they feel safe, supported and they thrive in this vibrant and diverse borough.

Our ambition: People lead longer, healthier, and happier lives, and the gap in health outcomes between different groups and communities in Oldham, and between Oldham and England, is reduced. A demonstrable difference will be made to the average life expectancy and average healthy life expectancy of residents, and inequalities will be reduced.

Our principles: We are resident-focussed, this means we are:

- Having a two-way conversation with residents about their health and wellbeing, making sure residents feel heard and that we respond to their needs in ways that can be understood by all
- Building trust and strengthening relationships with residents through kindness and compassion
- Engaging with communities to co-produce solutions and co-design services
- Providing support and care which is as close to, and as connected with, home and community as possible

Our priorities: The average number of years Oldham residents might expect to live (life expectancy) is more than two years less than the national average, and people living in the most deprived areas are likely to die more than seven years earlier than people from the most affluent areas. We will support residents to live longer, healthier lives through each stage of the life-course, from before birth through to the end of life. Oldham's Health and Wellbeing Board considered local health and wellbeing need alongside the resident voice to identify several areas which should receive focused attention and action over the coming years. The Oldham Health and Wellbeing Strategy sets out priorities to ensure we achieve the biggest benefit for our residents both in the short term and into the future. Specific goals have been set to show how we aim to achieve our overall ambition, and targets have been established to help us measure progress along the way.

- Give children the best start in life
- Improving mental wellbeing and mental health
- Reducing smoking
- Increasing physical activity

Oldham Homelessness Prevention and Reduction Strategy 2021-2026

Oldham Homelessness Prevention and Reduction Strategy has been developed following a comprehensive review of homelessness in the borough between 2016 and 2020, particularly focusing on the latter two years since the introduction of the Homelessness Reduction Act.

The priorities for the Oldham Homelessness Prevention and Reduction Strategy are framed by our statutory duties to homeless residents. The rationale behind this is to provide a clear and transparent focus in the Council's mission to prevent and relieve homelessness.

- Advice and information: How we promote our services to residents in Oldham and ensure they have access to services to prevent them from becoming homeless
- Early identification: Ensuring everyone is aware of the 'Duty to Refer' people who are homeless or threatened with homelessness. How we develop local protocols to deliver more effective partnership working
- Pre-crisis intervention: Delivering homelessness prevention activity – particularly through effective partnership working
- Prevent recurring homelessness: Using our Review data to identify groups who need additional support, such as rough sleepers, victims of domestic abuse and care leavers
- Partnership arrangements: Working together as a Cooperative Borough to prevent and reduce homelessness through shared resources, information, understanding and goals

The Oldham Health Inequalities Plan 2022

Aim

Improve the health of our residents with a focus on:

- Reducing the gap in life and healthy life expectancy between Oldham and other boroughs.

Reducing the gap in life and health life expectancy within Oldham, particularly between low-and-high income groups and by ethnicity.

Key objectives

- Reduce structural barriers which perpetuate inequalities, particularly stigma and staff perception/ understanding of those in poverty.
- Support those in more need as utility prices continue to rise.
- Seek to prevent problematic debt levels in the borough.
- Ensure every resident can access housing while improving the health of our homeless population.
- Strengthen housing support around minor repairs which can be unaffordable for some residents.
- Develop healthier housing provision in the borough.
- Incorporate healthier design principles into all developments (resi and non-resi) in the borough.
- Ensure Oldham residents have equal access to employment opportunities.
- Improve access to adult education provision across Oldham.
- Drive uptake in living wage and GM employment charter across Oldham.
- Improve understanding of inequalities associated with employment across the borough.
- Maximise opportunities into employment in Oldham, particularly in the most underemployed areas.
- Strengthen mental health offer in the borough responding to increase in need during and post covid.
- Improve social support around the health offer, particularly around debt and benefit advice and referral into employment support programmes.
- Strengthen mental support and preventative offer for young residents.
- Improve access to physical health support and preventative services for those in most need.
- Address inequalities experienced by looked after children.

Joint Strategic Needs Assessment Oldham

Life Expectancy
Oldham's life expectancy is significantly lower than the average in England.

- For men it's 77.2 years compared to the national average of 79.4
- For women it's 80.5 years compared to the national average of 83.1

Healthy Life Expectancy
Oldham's healthy life expectancy is also significantly lower than the average in England.

- For men it's 56.6 years v national average of 63.1
- For women it's 58.2 years v national average of 63.9

Source: Public Health England 2020

Deprivation & Inequality

On average, those living in the most deprived areas of Oldham can expect to live shorter lives than those in the least deprived.
Between Alexandra (Most deprived) and Saddleworth South (Least deprived) the difference is:

- **12.0** years for males.
- **12.9** years for females.

Source: Indices of Deprivation - MHCLG 2019

Smoking in pregnancy

- Oldham has a higher rate of mothers smoking at the time of delivery (**10.7%**), compared to the England rate of **9.1%** (2021/22).

Source: Public Health England

Childhood obesity

- **20.8%** of reception aged children are overweight or obese. This is similar to the England rate of **22.3%.**
- **42.4%** of year 6 aged children are overweight or obese. This is significantly higher than the England rate of **37.8%** (2021/22).
- In Oldham, the higher prevalence of obesity tends to be in the most deprived areas.

Sources: NCMP, NHS Digital

A&E Attendances

- A&E Attendances have been increasing in Oldham, as they have nationally. It should be noted that Oldham has higher rates for all age groups compared to national rates. The latest data 2021/22 shows: (All figures per 1,000)
- Under 18 years - **441.1** in Oldham vs **439.8** nationally.
- 0 - 4 years - **783.3** in Oldham vs **762.8** nationally.
- Under 1 year - **1,136.5** in Oldham vs **1094.5** nationally.

Source: OHID based on NHS Digital, Hospital Episode Statistics (HES), and Office for National Statistics, mid-year Population estimates

Accidents, Injuries

- The rate of hospital admissions due to injuries (unintentional and deliberate) for 0-14 year olds is significantly higher in Oldham (114.2 per 10,000) compared to England (84.3 per 10,000). However, for the 15-24 year old age group, the rate is significantly lower in Oldham (78.3 per 10,000) compared to England (118.6 per 10,000) (2021/22).

Source: OHID, using HES (Hospital Episode Statistics)

Obesity & Healthy Eating

- Oldham has had a consistently higher proportion of adults classified as overweight or obese compared to the national average. The latest figures highlight that **71.8%** of adults in Oldham are classified as overweight or obese. This is higher than the England average of **63.8%** (2021/2022)
- 24.2% of people (adults) in Oldham meet the recommended '5-a-day' on a usual day. This is lower than the England average of 32.5% (2021/22).

Source: Active Lives Adult Survey

Physical Activity

- The latest figures show that **62.7%** of adults in Oldham are physically active, compared to **67.3%** across England (2021/22).

Source: Office for Health Improvement and Disparities |
Survey, Sport England)

Alcohol

- Due to the demographics of its population Oldham sees less alcohol admissions compared to the national rate. The latest figures show **406** Admission Episodes for Alcohol related Conditions in Oldham per 100,000 in 2021/22. This is lower than the England average of **494** per 100,000.
- Despite the lower rate of admissions for alcohol, Oldham sees a higher rate of mortality due to alcohol. The latest data shows there were **56** per 100,000 alcohol related deaths in 2021. This is higher than the England average of **38.5** per 100,000.

Source: OHID

Smoking

- Over the last decade smoking rates have fallen in Oldham and across England however smoking rates in Oldham remain consistently higher than the national rate. The latest data shows that **19.3%** of adults in Oldham are smokers. This is higher than the England average of **13%** (2021)

Source: Annual Population Survey (APS), accessed via OHID

Mental health
Depression

- There are **26,621** people in Oldham recorded as having depression (**14.1%**). This is higher than the England average of **12.7**% (2021/22).

Source: Quality and Outcomes Framework (QOF), NHS Digital

Suicide

- Oldham has a similar suicide rate compared to the national average. The latest data shows in Oldham the suicide rate was **9** per 100,000 compared to the national rate at **10.4** per 100,000 (2019-21).

Source: ONS

Social Value Portal

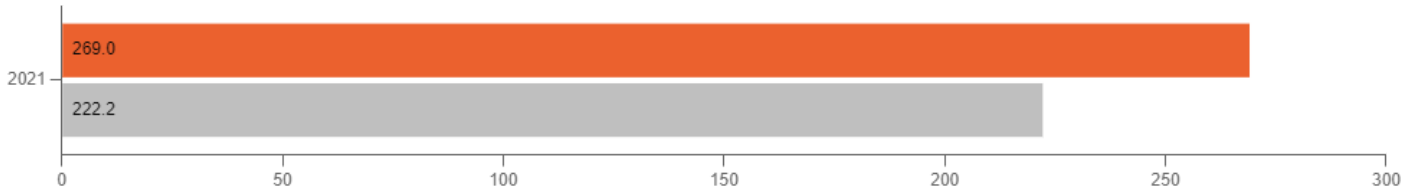
Social: Healthier, Safer & More Resilient Communities

The following graphs show how Oldham compares with the regional average across indicators related to Social: Healthier, Safer & More Resilient Communities. The relevant NT measure references have been included throughout.

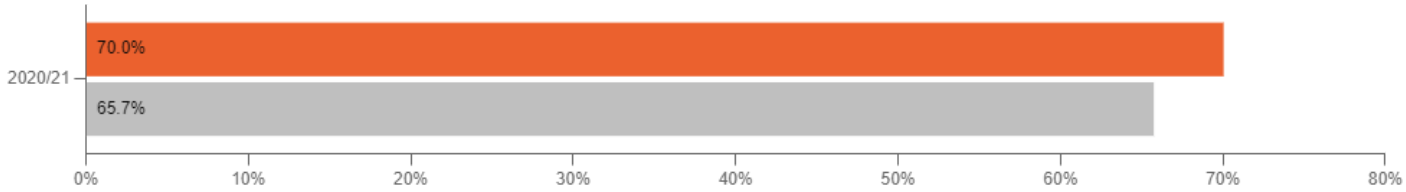
Oldham North West

Outcome: Creating a healthier community

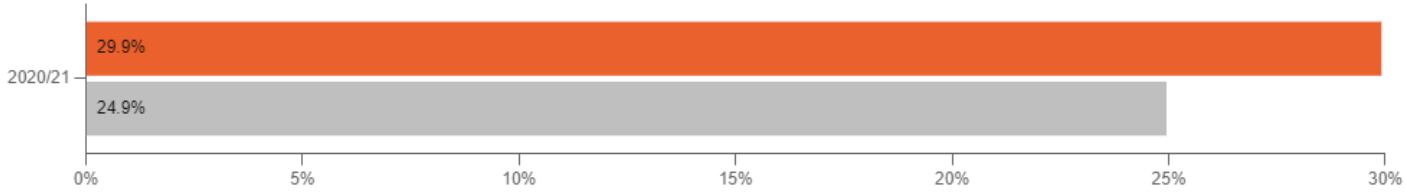
OT26: Mortality rate from causes considered preventable - <75 yrs (per 100,000 population)



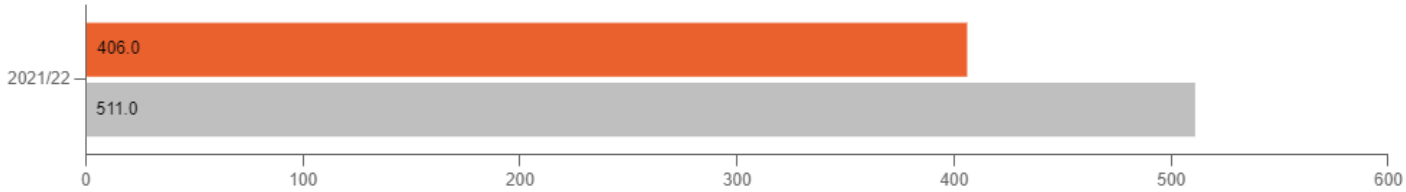
OT26: Percentage of adults classified as overweight or obese - 18+ yrs



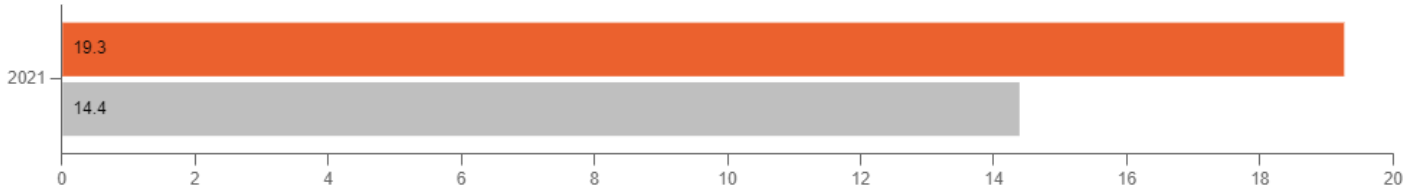
OT26: Percentage of physically inactive adults - 19+ yrs



OT26: Admission episodes for alcohol-related conditions - All ages (no. of admissions per 100,000 population)

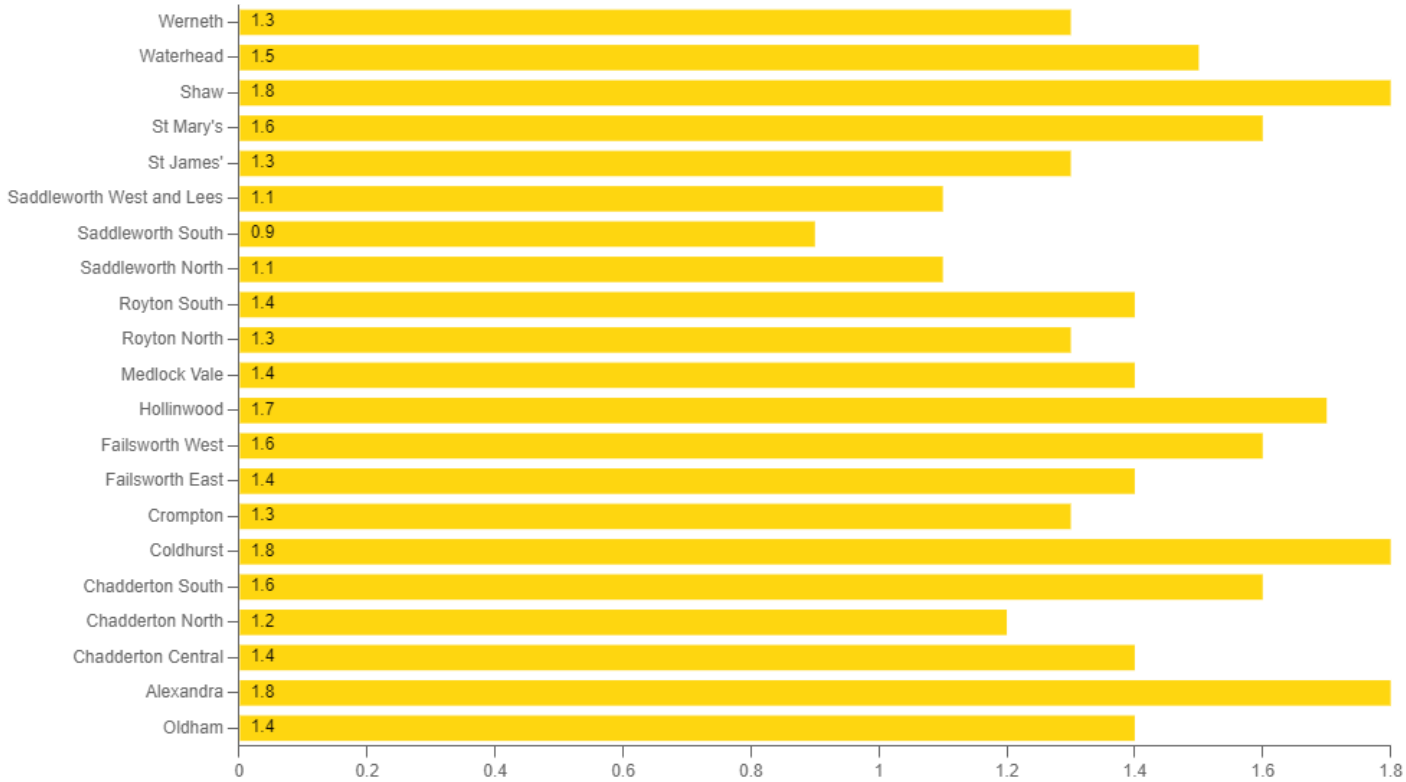


OT26: Smoking Prevalence in adults (18+)



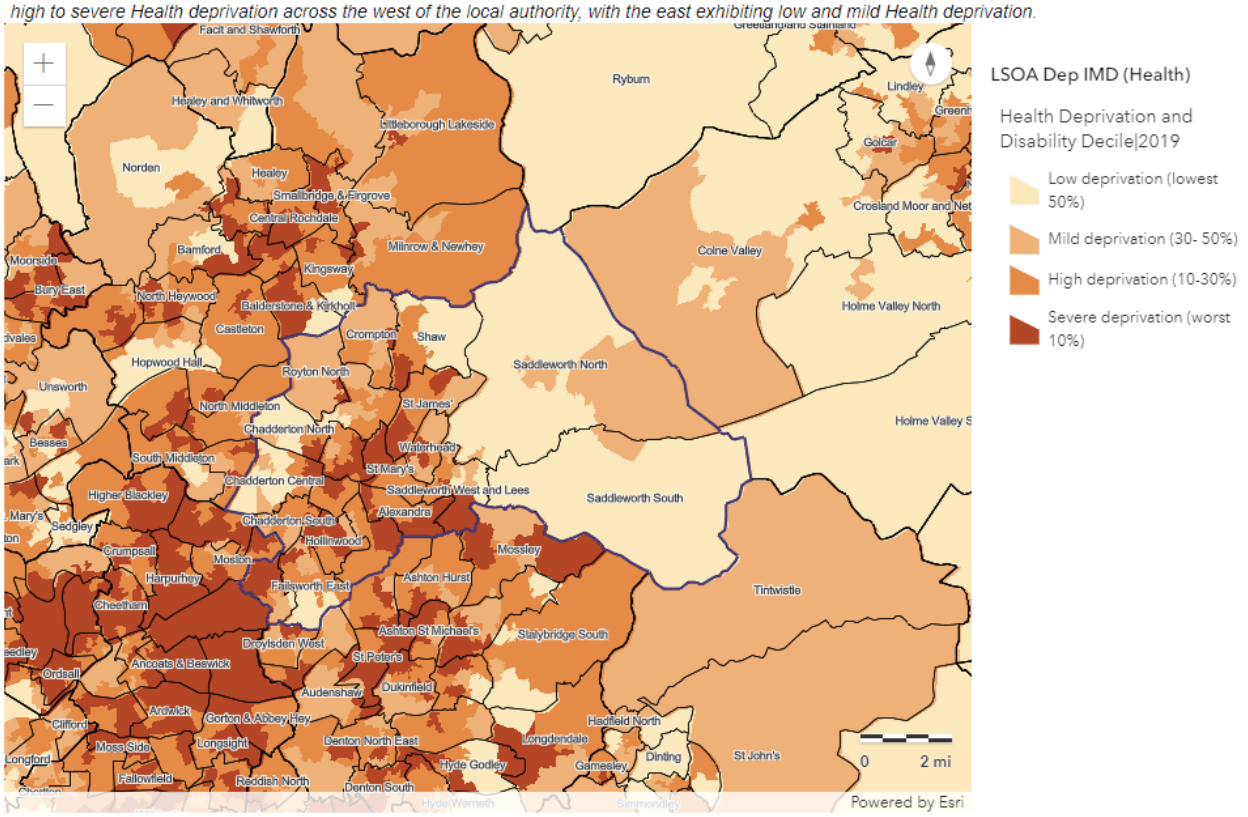
OT26: Percentage of people with bad health (Census 2021) (Ward Level)

OT26: Percentage of people with very bad health (Census 2021) (Ward Level)



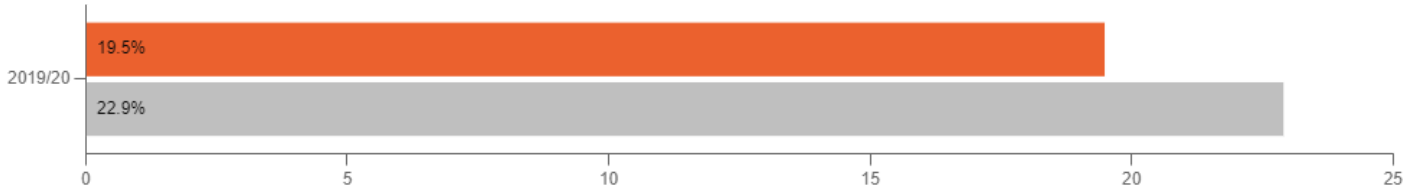
OT26: Health Map

Health deprivation measures the risk of premature death and the impairment of quality of life through poor physical or mental health. Oldham experiences high to severe Health deprivation across the west of the local authority, with the east exhibiting low and mild Health deprivation.

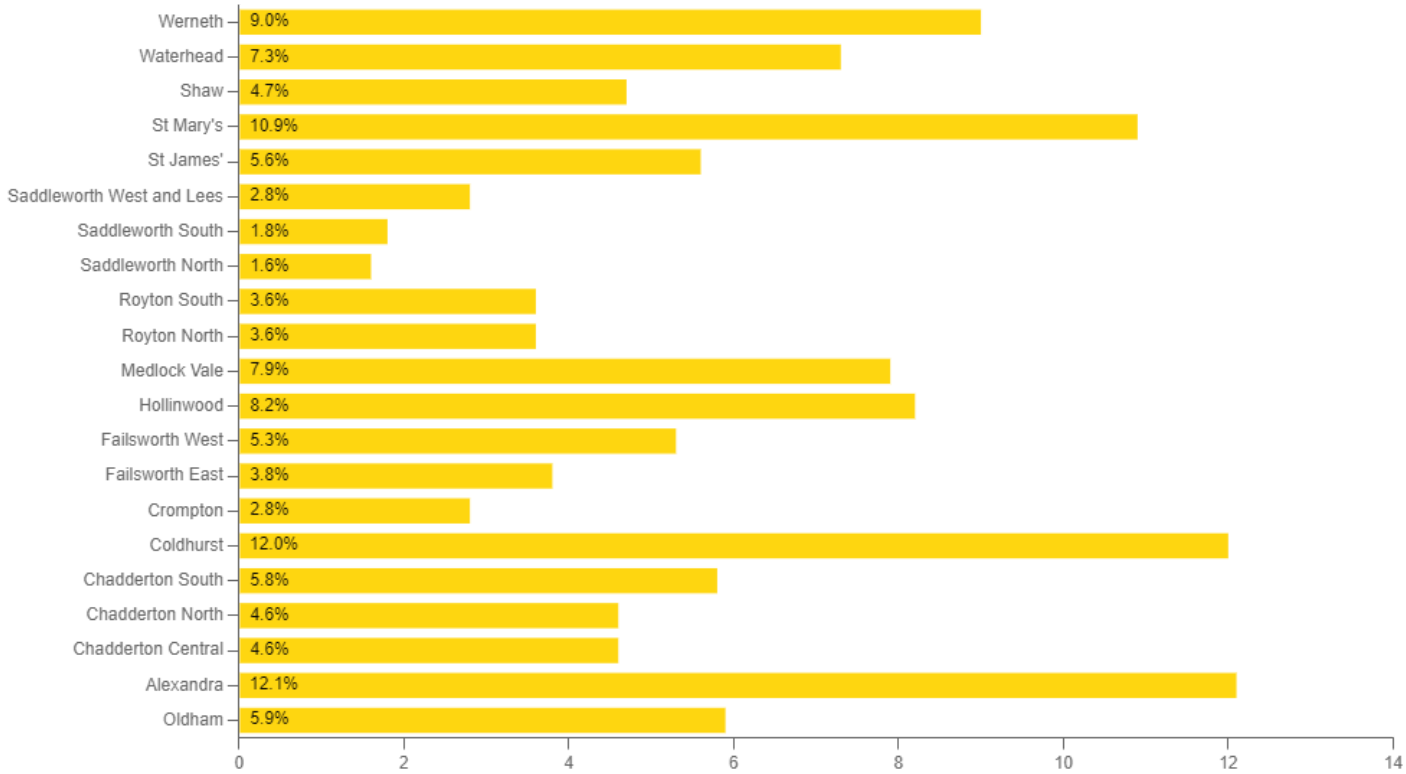


Outcome: Vulnerable people are helped to live independently

OT26: Percentage of adults who feel lonely often / always or some of the time -16+ yrs

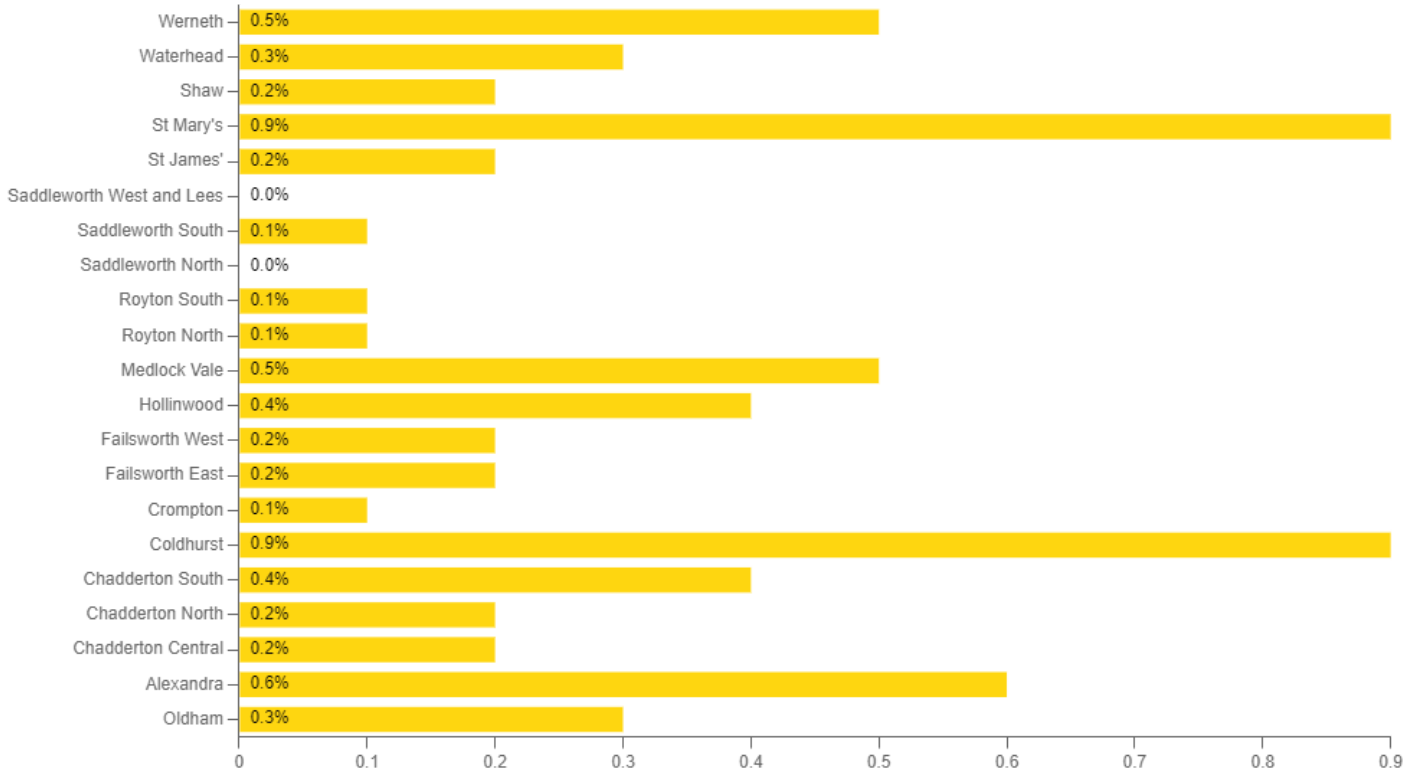


NT27: Percentage of households deprived in three dimensions (Ward Level)



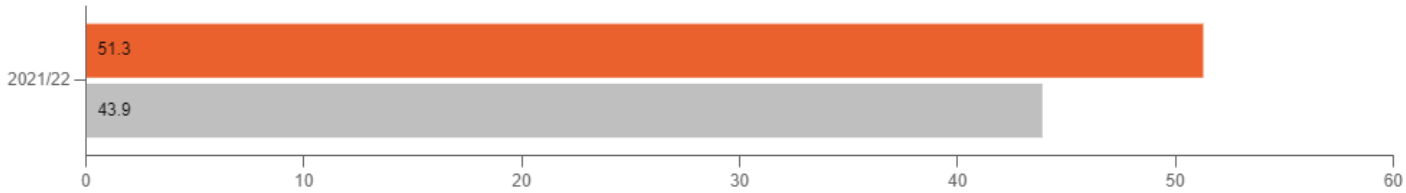
The dimensions of deprivation used to classify households are indicators based on four selected household characteristics., Education, Employment, Health & Housing. For more infomation click here.

NT27: Percentage of households deprived in four dimensions (Ward Level)

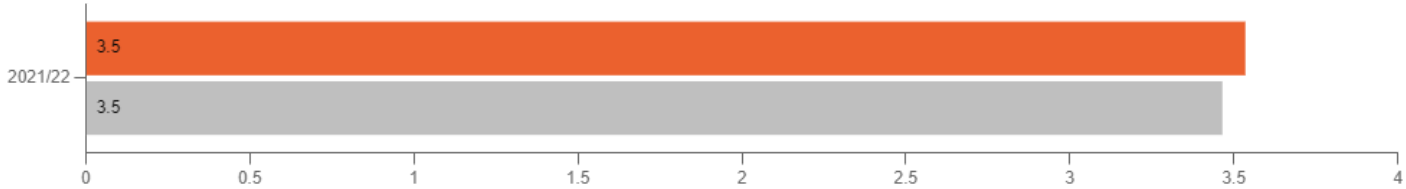


Outcome: Crime is reduced

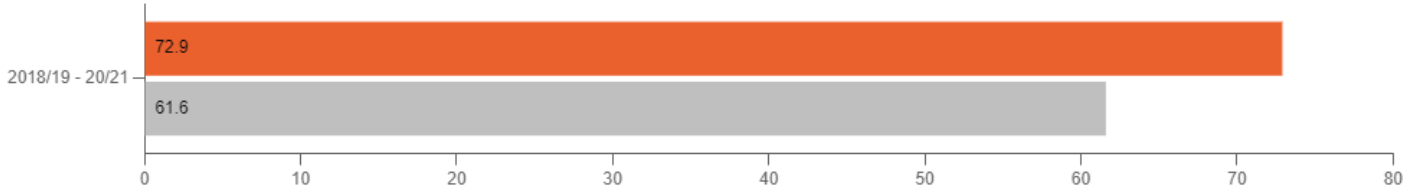
OT24: Violent crime - violence offences per 1,000 population



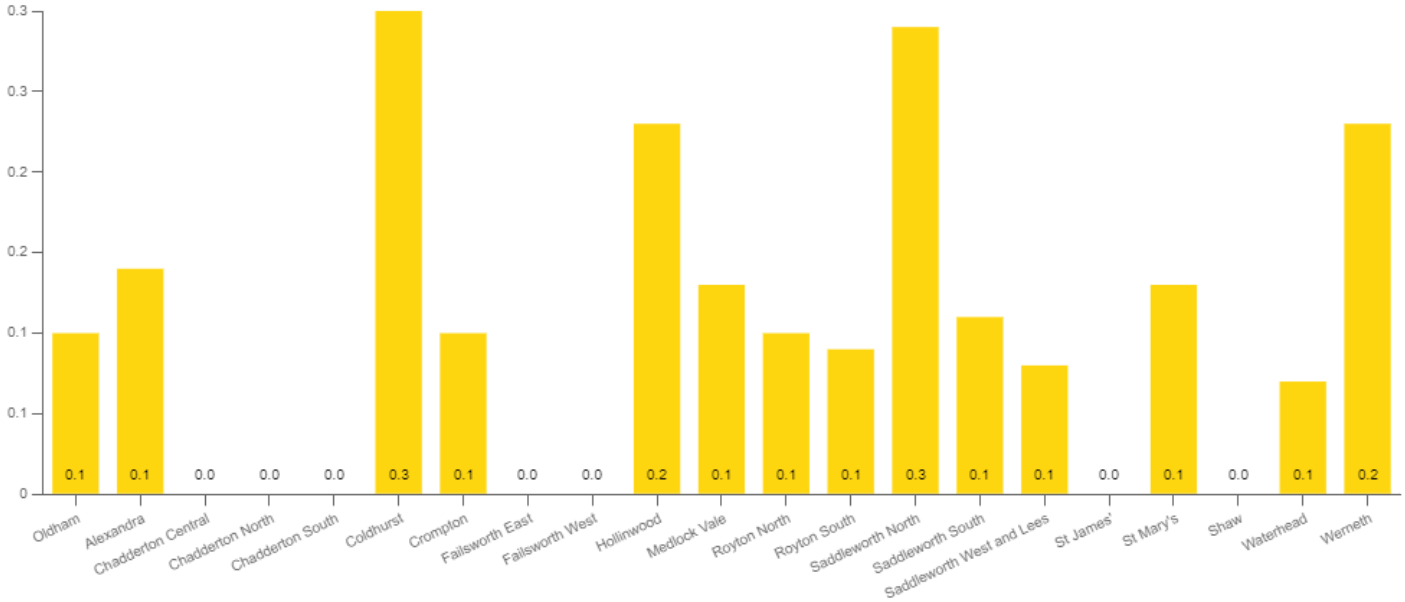
OT24: Violent crime - sexual offences per 1,000 population



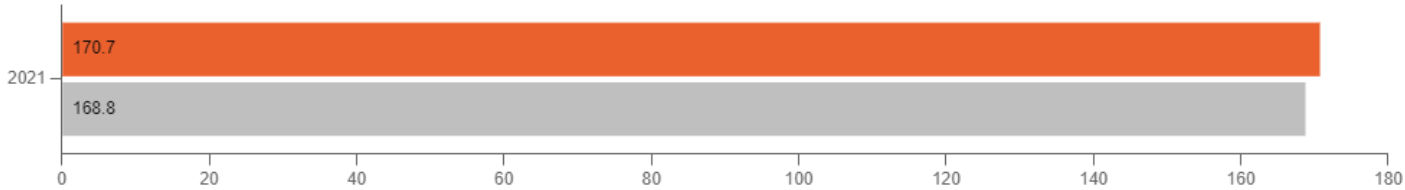
OT24: Violent crime - hospital admissions for violence (including sexual violence) per 100,000 population



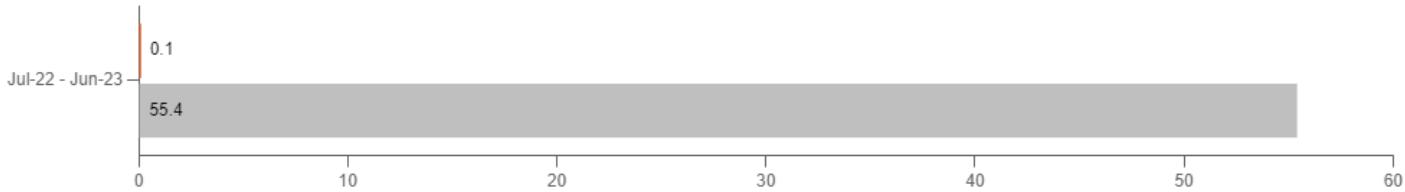
OT24: Rate of all crimes classed as violence and sexual offences per 1,000 population (Ward Level)



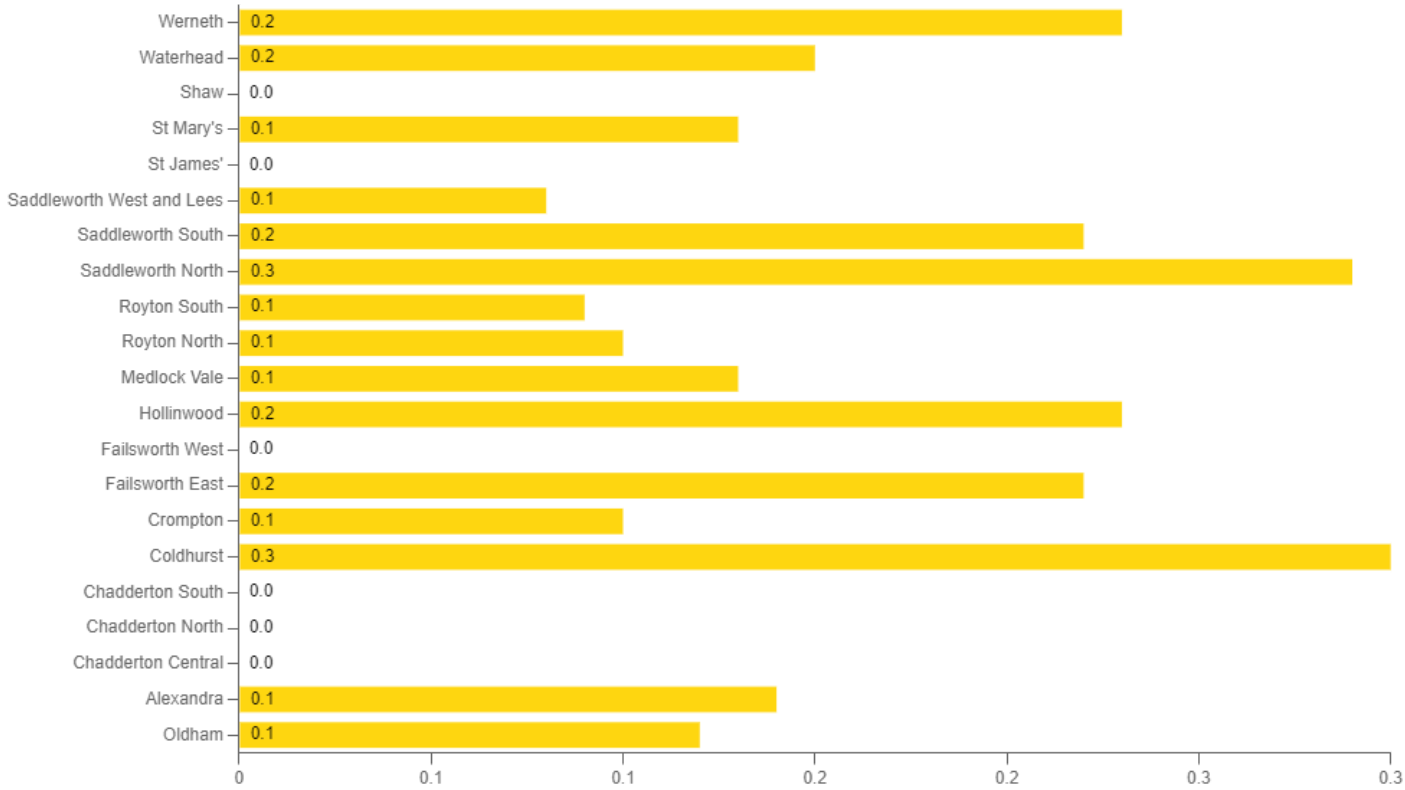
OT24: First Time Offenders (10+ years) per 100,000 population



OT24: All crime rate (per 1,000 population)

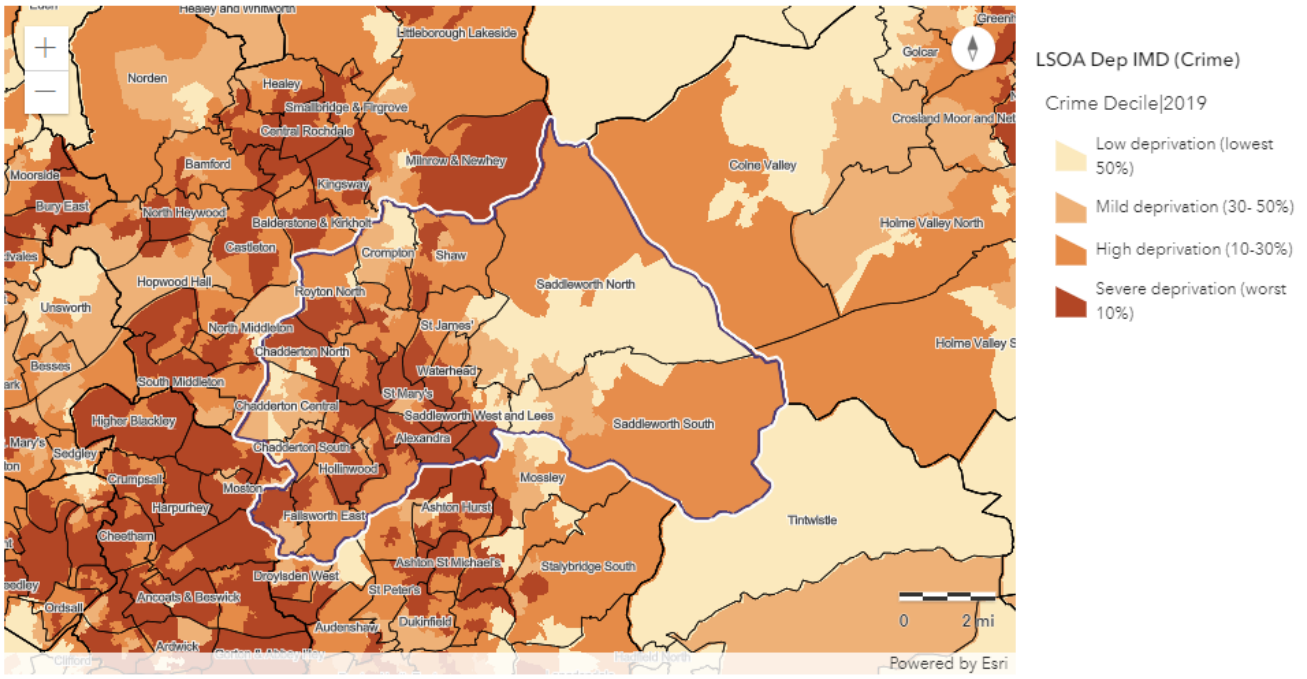


OT24: All crime rate (per 1,000 population) (Ward Level)



OT24: Crime map

Crime deprivation measures the risk of personal and material victimisation at a local level. Oldham experiences severe Crime deprivation in the west of the local authority. However, pockets of high Crime deprivation are experienced across the whole local authority including Saddleworth North and Saddleworth south which in other domains have typically exhibited low or mild deprivation.



Outcome: More working with the Community

OT25: Homelessness - households in temporary accommodation per 1,000 households

See TOMs scoreboard for full list of measures.

Social Value Portal

Environment: Decarbonising & Safeguarding Our World

Policy Review

Oldham Council has ambitious targets of being a carbon neutral council by 2025 and a carbon neutral borough by 2030. Strategic delivery methods include growing green industries, prioritising existing green spaces as well as creating new green spaces and opportunities. Other strategic aims are maximising waste management performance, reducing carbon emissions from buildings and transport projects, identifying measures to promote biodiversity and establishing objectives and targets in order to track progress and report on overall performance.

Oldham Green New Deal **Strategy 2020-2025**	Oldham Council has a strong history of action on climate change and wider environmental issues. The “Climate Change and Green Oldham” report to full Council in July 2019 set out the full range of the Council’s achievements so far on key environmental work areas such as:- • Air Quality • Transport (active travel and low carbon transport choices) Recycling, promoting • behaviour change and Single Use Plastics Tree Planting and Valuing Oldham’s • Urban Forest • Warm Homes Oldham • Carbon reduction in Council buildings • Street lighting • Renewable and community energy • Sustainable and community-led food and growing • Engaging residents through social media and other initiatives **Targets, metrics, method and priorities for action** Central to this Green New Deal Strategy are two new ambitious targets for achieving carbon neutrality:- Carbon Neutrality for the Council by 2025; 1. Reducing CO2 emissions from Council buildings and street lighting by as much as possible where the business case allows and beginning where investment or rationalisation gives the highest financial benefit 2. Investing in large-scale renewable energy generation to meet the remaining carbon requirement, whilst generating financial savings or revenue income through the investment, as part of the Council’s overall Investment Strategy 3. Implementing local, meaningful and verifiable ‘carbon offset’ measures such as tree planting Carbon Neutrality for the Borough by 2030 1. Leading a strategic partnership of major energy users across all sectors in Oldham to achieve carbon neutrality within the partnership and demonstrate community leadership, using the approach set out above for the Council’s own decarbonisation plan for 2025 2. Developing a Local Energy Market which will change the economic dynamic to incentivise renewable energy development across all sectors through enabling of the business case. Initial evidence indicates that this approach:- • could have the necessary large-scale impact on carbon emissions reduction • could cut energy bills for the Council, homes and businesses • may only require minimal initial investment of time and money 3. Investing in and supporting the development and roll-out of large-scale low carbon anchor energy infrastructure such as low carbon heat networks. Evidence from other towns and cities shows that this type of infrastructure:- • is capital intensive but can deliver a return on investment • can set the foundations for a heat system which can approach the required scale of change which will be necessary to meet the 2030 borough-wide decarbonisation target • can attract inward investment from the private sector 4. Supporting the development of the Green Technology and Services sector across the borough and support and incentivise the wider business community to engage the GTS sector to decarbonise. Initial evidence suggests that:- • Oldham has a strong base of engineering, connectivity and affordable premises which the sector needs • the Team Oldham approach adopted by business engagement services already has strong engagement with Oldham businesses in the area of resource efficiency • this asset base can be built upon to harness resources from GM universities and business support organisations and enable Oldham businesses to innovate and diversify • Clustering of green businesses in Oldham can create a virtuous reputational circle which can support decarbonisation of the wider economy 5. Maximising the local benefits from Greater Manchester and national level schemes which aid decarbonisation, including in the areas of Air Quality, Transport, Waste and other key priority sectors, securing inward investment for ‘clean growth’ from public and private sectors

Wider Benefits
A focus on building the green economy will also support Oldham's other priorities including health and wellbeing and the "Team Oldham" co-operative agenda, through for example the Northern Roots project. The Green New Deal approach also has many co-benefits in terms of social value, quality of life for residents and an improved environment for nature and wildlife.

Green New Deal objectives

Make Oldham a leading local authority area for environmental quality and play a leading role in meeting the GM Mayor's Green City Region objectives

- Generate inbound tourism for the borough by building on Oldham's reputation for being a green, attractive and forward-thinking sustainable borough
- Keep Oldham at the forefront of development and deployment of cutting-edge environmental technologies, and ensure that the benefits are kept locally
- Future-proof the regeneration of the borough by establishing Oldham as an exemplar Green City on energy, carbon, water and green infrastructure
- Help deliver the GM2040 Transport Strategy Right Mix target for 50% of all journeys in Greater Manchester to be made by walking, cycling and public transport by 2040.

Oldham Council Corporate Plan 2022-2027

Strategic Aims

- A clean and green future – a carbon neutral council by 2025 and a carbon neutral borough by 2030

Strategic Objectives

- Support Oldham's growing green industry, creating more green jobs and opportunities
- Boost our position as the greenest borough in Greater Manchester by improving and better promoting our amazing green spaces
- Create new green spaces and opportunities through Northern Roots and our new Town Centre Park
- Support the development of Greater Manchester's plan to deliver cleaner air
- Deliver cleaner neighbourhoods and streets through the roll out and further development of Don't Trash Oldham

Our Future Oldham - A Shared Vision for 2030

Uplifting Every Resident

- A clean, green and healthy environment
- Quick, cheap and easy transport to every part of the city region

Joint Strategic Needs Assessment Oldham

Air Quality

- **5.6%** of deaths in Oldham for those aged 30+ are attributable to air pollution. This is similar to the average rate across England of **5.3%** (2016).

Source: PHOF (Wider Determinants)

Outdoor space

- In Oldham, **19.1%** of people use outdoor space for exercise of health reasons. This is above the average rate across England of **17.9%** (March 2015- February 2016).

Source: PHOF (Public Health Profiles)

- 8.8% of Oldham adults walk for travel at least three days per week, lower than the average in England 15.1%
- 0.5% of Oldham adults cycle for travel at least three days per week, lower than the England average 2.3% (2019/20)

Source: PHOF (Wider Determinants - Natural & Built Environment)

Social Value Portal

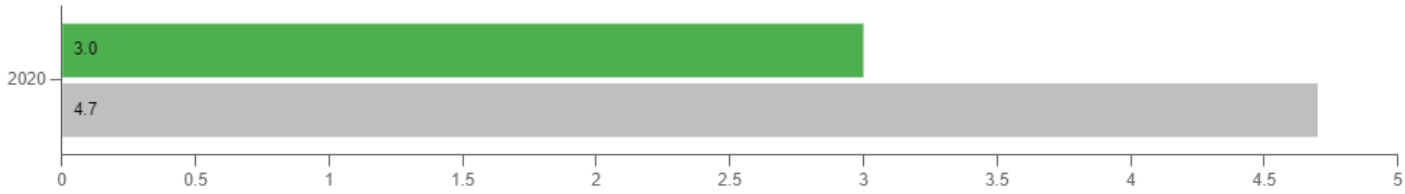
Environment: Decarbonising & Safeguarding Our World

The following graphs show how Oldham compares with the regional average across indicators related to Environment: Decarbonising & Safeguarding Our World. The relevant NT measure references have been included throughout.

Oldham North West

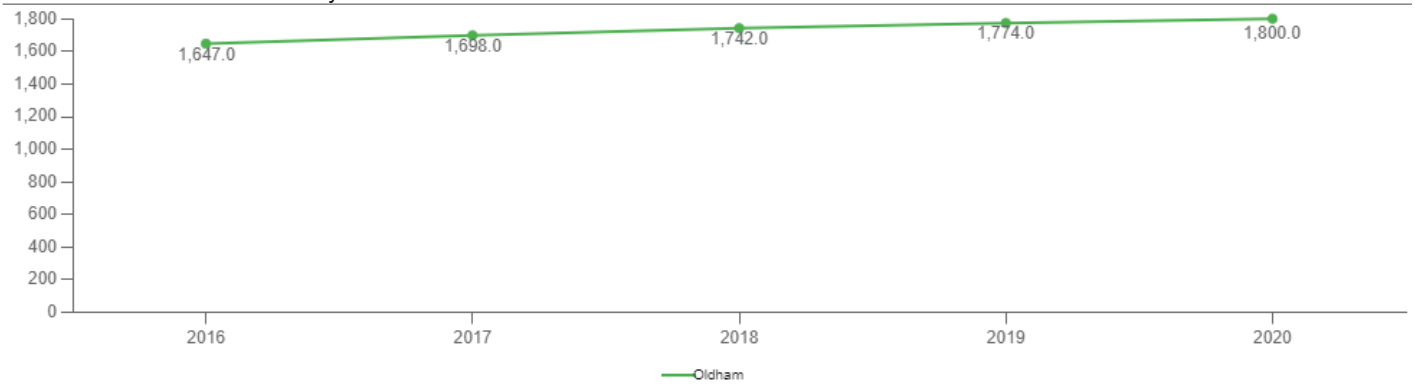
Outcome: Carbon emissions are reduced

OT31: Total CO2 emissions per person (tonnes CO2e)



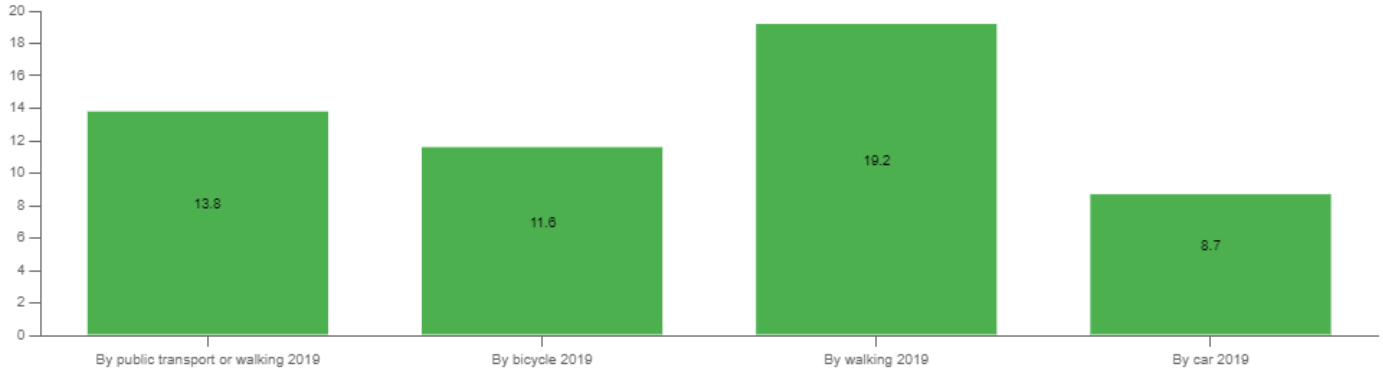
OT31: CO2 emissions industry and commercial sectors (kt)

RE39/39A: Renewable Electricity - Number of sites - Total



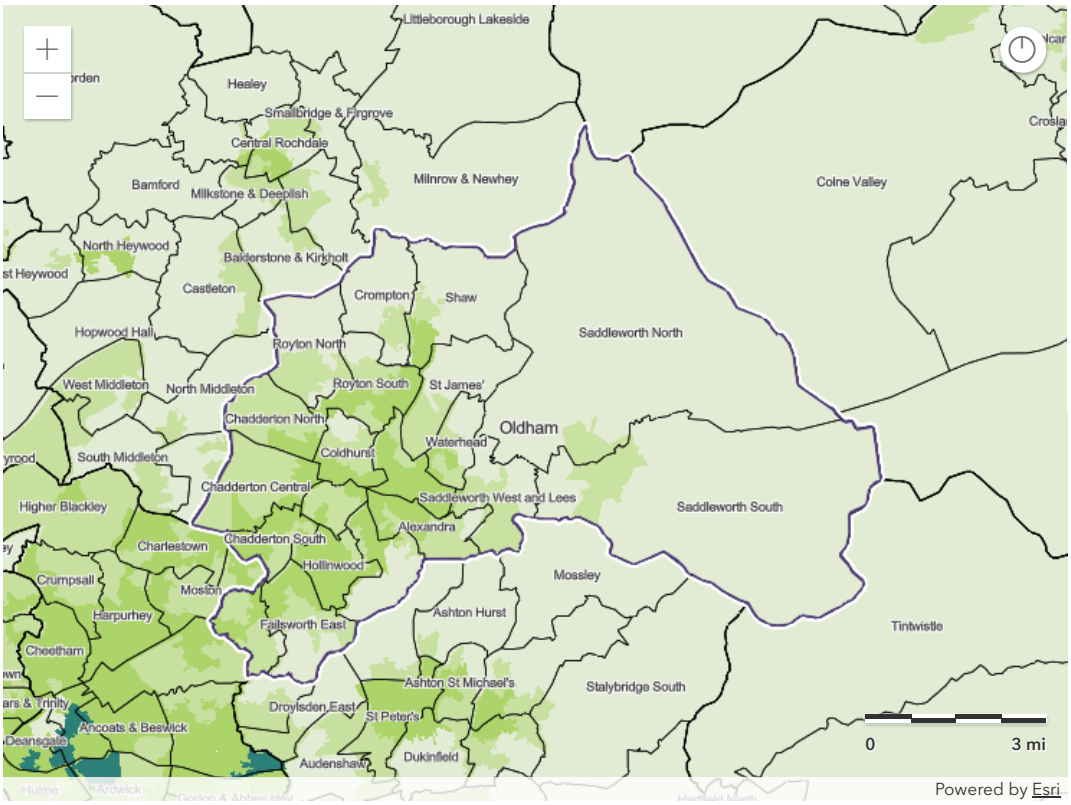
Outcome: Air pollution is reduced

OT32, OT33, OT46: Average minimum journey time time by transport type to reach 8 key services (mins)



OT32, OT33, OT46: Outdoor Living Environment

Outdoor Living Environment deprivation measures air quality and road traffic accidents. Oldam experiences no severe Outdoor Living Environment deprivation, however, high deprivation in this domain is concentrated in the south west of the local authority.



LSOA Dep IMD (Outdoor)

Outdoors Sub-domain Decile|2019

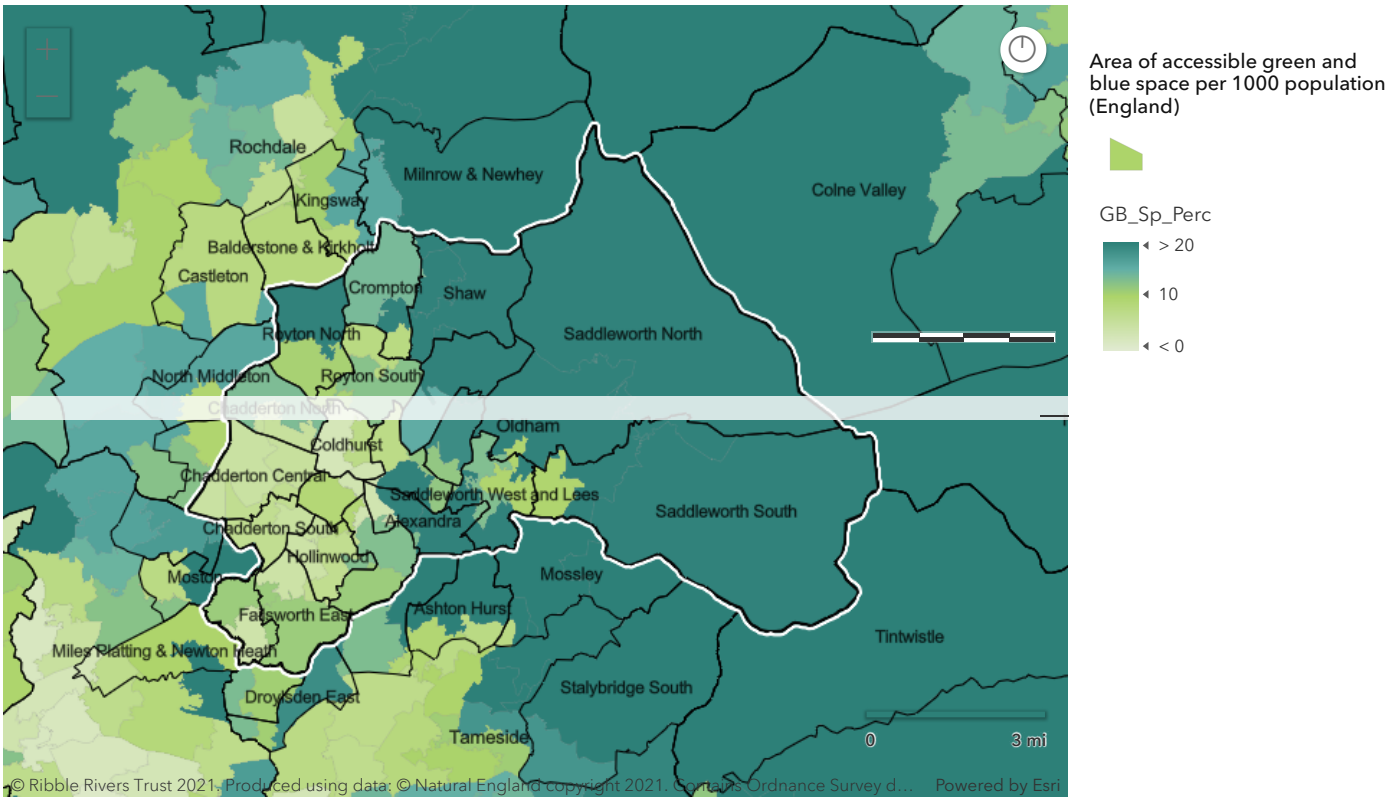
- Low deprivation (lowest 50%)
- Mild deprivation (30- 50%)
- High deprivation (10-30%)
- Severe deprivation (worst 10%)

External green space map

Outcome: Safeguarding the natural environment

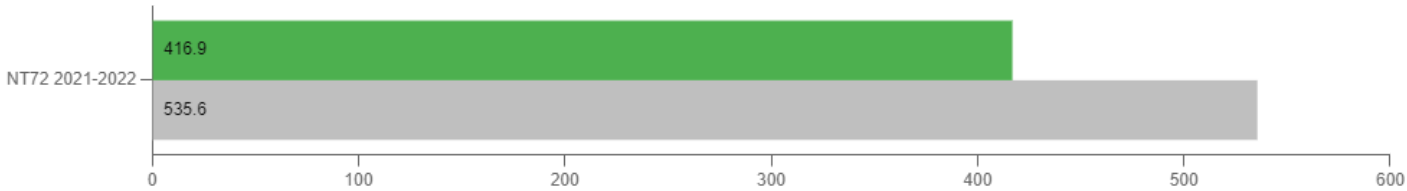
Area of accessible green and blue space per 1000 population.

This map identifies area of accessible green/blue space (areas with greenery and/or inland water), as a percentage of the total area of the MSOA (Middle Layer Super Output Area) people have to opportunity to experience. This includes land that the public can directly access and land they are able to walk/cycle/etc. immediately adjacent to. The higher the percentage (or darker the green) the more accessible green/blue space in the MSOA.



Outcome: Resource efficiency and circular economy solutions promoted

NT72: Residual household waste per household (kg/household)



See TOMs scoreboard for full list of measures.

Social Value Portal

TOM System Scoreboard

The following graphs show how Oldham compares with the regional average across various National TOMs measures. Measures in **red** indicate that an initiative should be prioritised based on the data identified. However, this list should not be considered final or completely comprehensive. Additional measures and priorities should be considered depending on additional insights or research as well as the context of the project.

Jobs: Local Skills & Employment

TOMs Ref	Measure	Indicator	Oldham	Regional Value	Notes
OT1	No. local people employed	Unemployment rate - aged 16+	3%	4.1%	
		jobs density: Jobs density - value	0.6	0.9	
NT3	No. long-term unemployed people employed	Age 16+ - Total - Claimant count %	6.5%	4.2%	
NT4	No. people Not in Employment, Education or Training employed	16-17 year olds not in education, employment or training (NEET) or whose activity is not known - Persons - 16-17 yrs	6.9%	4.9%	
OT5	No. rehabilitating or ex-offenders employed	Re-offending levels - percentage of offenders who re-offend - Persons - All ages	18.6%	24.9%	
OT6	No. people with disabilities employed	Unemployment rate aged 16-64 - EA core or work-limiting disabled	5.6%	6.8%	
NT8	No. staff hours on school and college visits	% with no qualifications (GCSE) - aged 16-64	11%	7.6%	
NT9	No. weeks training opportunities	% with no qualifications (NVQ) - aged 16-64	10.6%	7.5%	
OT9A/10A	No. apprenticeships and training opportunities for disadvantaged groups	16+ unemployment rate - ethnic minority	N/A%	7.7%	
OT10	No. weeks apprenticeships	% with Trade Apprenticeships - aged 16-64	3.5%	3.3%	
OT11	No. career mentoring sessions	Education, Skills and Training Decile			
OT12	No. weeks work placements (unpaid/paid)	Education, Skills and Training Decile			

Growth: Supporting Responsible & Regional Business

TOMs Ref	Measure	Indicator	Oldham	Regional Value	Notes
OT18	Local supply chain spend	Business Register Employment Survey			

NT19	Local supply chain spend with micro, small and medium enterprises	Enterprises: Small (10 to 49) - Total - Total %	10.1%	9.3%
		Enterprises: Micro (0 to 9) - Total - Total %	88%	88.7%
NT14	Spend with VCSEs			
NT15	Expert business advice VCSEs and MSMEs			
NT39	Mental health campaigns for staff	Contact with mental health or learning disability services: rate per 1,000 patients on GP practice list aged 18+ - Persons - 18+ yrs	70.9	48.3
OT55	No. employees provided professional support for anxiety/depression	Self-reported wellbeing - people with a high anxiety score - Persons - 16+ yrs	23.5%	24%
NT20	No. of employees provided access to wellbeing programmes	Self-reported wellbeing - people with a low satisfaction score - Persons - 16+ yrs	6.5%	5.4%
NT41/42	Percentage of staff/supply chain paid real living wage	Median - Weekly pay - Full Time Workers (Resident)	£563	£604
NT40	Initiatives to reduce gender pay gap	Median weekly pay full time workers	£532 (Female) £608 (Male)	

Social: Healthier, Safer & More Resilient Communities

TOMs Ref	Measure	Indicator	Oldham	Regional Value	Notes
NT24	Initiatives to reduce crime	Violent crime - violence offences per 1,000 population - Persons - All ages	51.3	43.9	
		Violent crime - sexual offences per 1,000 population - Persons - All ages	3.5	3.5	
		Violent crime - hospital admissions for violence (including sexual violence) - Persons - All ages	72.9	61.6	
		First time offenders - Persons - 10+ yrs	170.7	168.8	
		All Crime Rate	0.1	55.4	
NT25	Initiatives to tackle homelessness	Homelessness - house-holds in temporary accommodation	2.3	1.8	
NT26	Initiatives to engage people in health interventions	Mortality rate from causes considered preventable (2019 definition) -Persons - <75 yrs	269	222.2	
		Percentage of adults (aged 18+) classified as overweight or obese -Persons - 18+ yrs	71.8%	66.7%	

		Percentage of physically inactive adults - Persons -19 + yrs	25.7%	24.2%
		Admission episodes for alcohol-related conditions (Narrow)- Persons - All ages	406	511
		Smoking Prevalence in adults (18+) - current smokers (APS) - Persons - 18+ yrs	19.3	14.4
NT27	Initiatives to support vulnerable people	Loneliness: Percentage of adults who feel lonely often / always or some of the time - Persons - 16+	19.5%	22.9%
OT28/29	Donations/volunteering to support local community projects			

Environment: Decarbonising & Safeguarding Our World

TOMs Ref	Measure	Indicator	Oldham	Regional Value	Notes
OT31	Savings in CO2e emissions through decarbonisation	Total CO2 emissions per person (tonnes)	3	4.7	
		CO2 emissions from industry and commercial electricity (kt)			
RE39/39A	Carbon emissions reduced through energy efficiency/renewable energy on sites	Renewable Electricity - Number of sites - Total			
OT32/33	Car miles saved/driven with low emissions vehicles through green trans-port programmes				
OT46	Corporate travel scheme to employees				
NT85/86	Volunteering/resources towards safeguarding the natural environment				
NT72/NT88	Hard to recycle waste diverted from landfill/ Reduce waste through reuse	Residual household waste per household (kg/household) (Ex NI191)	416.9	535.6	

Appendix

Internet User Classification

Internet User Classification	Definition
e-Cultural Creators	High levels of Internet engagement, particularly regarding social networks, communication, streaming and gaming,-but relatively low levels of online shopping, besides groceries.
e-Professionals	High levels of Internet engagement, and comprises fairly young populations of urban professionals, typically aged between 25 and 34. They are experienced users and engage with the Internet daily and in a variety of settings.
e-Veterans	Affluent families, usually located within low-density suburbs, with populations of mainly middle-aged and highly qualified professionals.Higher levels of engagement for information seeking, online services and shopping, less for social networks or gaming.
Youthful Urban Fringe	Reside at the edge of city centres and deprived inner-city areas, ethnically diverse, young, large student and informal household populations, access via mobile devices. High levels of Internet engagement are average over-all, with high levels of social media usage.
e-Rational Utilitarians	Comprising mainly rural/semi-rural areas with higher than average retired populations, constrained by poor infrastructure. Users undertake online shopping; the Internet is used as a utility rather than a conduit for entertainment.
e-Mainstream	Exhibit typical Internet user characteristics in heterogeneous neighbourhoods at the periphery of urban areas or in transitional neighbourhoods.
Passive and Uncommitted Users	Limited or no interaction with the Internet. They tend to reside outside city centres and close to the suburbs or semi-rural areas. Higher levels of employment in semi-skilled and blue-collar occupations.
Digital Seniors	Typically, White British, retired and relatively affluent. Average use of the Internet, typically using a personal computer at home. Despite being infrequent users, they are adept enough to use the Internet for information seeking, financial services and online shopping.
Settled offline Communities	Elderly, White British, in semi-rural areas. They undertake only limited engagement with the Internet,they may have only rare access or indeed no access to it at all.
e-Withdrawn	Least engaged with the Internet. Deprived neighbourhoods of urban regions. Highest rate of unemployment and social housing among all. Lowest rates of engagement in terms of information seeking and financial services, as well as the lowest rate in terms of online access via a mobile device.

Ward Insights

Ward insights are informed by data from Oldham's Ward Profiles which can be found here: https://www.oldham.gov.uk/downloads/download/179/ward_profiles, in addition to ward level data included within this Local needs Analysis.

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

Document is Restricted

This page is intentionally left blank

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

Document is Restricted

This page is intentionally left blank

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

Document is Restricted

This page is intentionally left blank

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

Document is Restricted

This page is intentionally left blank

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

Document is Restricted

This page is intentionally left blank

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

Document is Restricted

This page is intentionally left blank

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

Document is Restricted

This page is intentionally left blank

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

Document is Restricted

This page is intentionally left blank